



Meeting Agenda

Work Session

Tuesday, August 13, 2024

4:30 PM

Board Room

CALL TO ORDER

CITIZEN COMMENTS

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

WORK SESSION DISCUSSION ITEMS

1. Consideration Of Event Permit For Centennial High School Homecoming Parade In Cool Springs On September 13, 2024

Sponsors: Milissa Reiersen, Monique McCullough
2. Consideration Of Event Permit For Franklin High School Homecoming Parade In Downtown Franklin On September 20, 2024

Sponsors: Milissa Reiersen, Monique McCullough
3. Consideration Of Event Permit For Porchfest Sponsored By The Westhaven Foundation In Westhaven On September 21, 2024

Sponsors: Milissa Reiersen, Monique McCullough
4. Consideration Of Event Permit For Turkey Trot Sponsored By Graceworks Ministries In Cool Springs Area On November 28, 2024

Sponsors: Milissa Reiersen, Monique McCullough
5. Consideration Of Certificate Of Compliance For Retail Liquor License For Saint Goose, LLC D/B/A Saint Goose, Located At 134 2nd Ave N, Ste 104, Franklin, TN, Managing Agent And Sole Shareholder, Heidi Hyland

Sponsors: Angie Skarp
6. *Consideration Of COF Contract No. 2024-0208, With Travelers Insurance To Renew The City Of Franklin's Fiduciary Liability Policy, Effective July 1, 2024

Sponsors: Kevin Townsel
7. *Consideration Of Resolution 2024-72, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Closed Employee Pension Plan And Other Post-Employment Benefits Actuarial Consulting Services For A Term Of Award (Purchasing

Office Procurement Solicitation No. 2025-005)

Sponsors: Kristine Brock, Mike Lowe, Margaret Wilson

8. *Consideration Of Resolution 2024-76, A Resolution To Lease & Occupy A Portion Of The First Bank Building Located At 722 Columbia Avenue For The Interim City Hall And Authorizing The City Administrator To Enter Into A Lease Agreement

Sponsors: Vernon Gerth, Eric Stuckey

9. *Consideration Of Change Order 1 To COF Contract No. 2024-0195, With Garney Construction For The Emergency FRP Repair On Lewisburg Pike

Sponsors: Michelle Hatcher, Brian Goodwin

10. *Consideration Of Resolution 2024-64, A Resolution Rejecting All Bids For The Hamlet Drive Sanitary Sewer Installation Project

Sponsors: Eric Stuckey, Mark Hilty, Michelle Hatcher

11. *Consideration Of Resolution 2024-75, A Resolution To Reconcile And Close-Out A 2006 Rural Plains Sanitary Sewer Infrastructure Agreement Between The City Of Franklin And Berry Farm Rural Plains Partnership

Sponsors: Vernon Gerth, Robyn Freeman

12. Discussion Of C-PACER Program

Sponsors: Eric Stuckey, Shauna Billingsley, Kristine Brock

13. 2024 Mayes Creek Basin Update

Sponsors: Michelle Hatcher, Brian Goodwin

14. Consideration Of Resolution 2024-51, A Resolution Initiating The Annexation Process And Draft Plan Of Services, For The Possible Annexation Of 10.6 Acres, Located West Of Lewisburg Pike And South Of Henpeck Pane, At 1288 Lewisburg Pike. Establishing A Public Hearing On September 10, 2024

Sponsors: Emily Wright, Amy Diaz-Barriga, Joseph Bryan

15. Consideration Of Resolution 2024-62, A Resolution Initiating The Annexation Process And Draft Plan Of Services, For The Possible Annexation Of 43.0 Acres, Located West Of Lewisburg Pike And South Of Goose Creek Bypass, At 1462 Lewisburg Pike. Establishing A Public Hearing On September 10, 2024

Sponsors: Emily Wright, Amy Diaz-Barriga, Joseph Bryan

16. Consideration Of Resolution 2024-63, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Consulting Services For The City Of Franklin Preservation Plan Update (Purchasing Office Procurement Solicitation No. 2025-004)

Sponsors: Emily Wright, Kelly Dannenfelser, Emily Huffer

17. Consideration Of Ordinance 2024-27, An Ordinance To Amend Title 7, Chapter 5, Section 7-505(2) Of The Franklin Municipal Code Related To The Life Safety Code And Determining Building Occupant Load

Sponsors: Eric Stuckey, Vernon Gerth, Glenn Johnson, Tom Marsh

18. Consideration of Ordinance 2024-26, An Ordinance To Amend Title 2, Chapter 2 Of The Franklin Municipal Code To Amend Section 2-204 And Section 2-205 Relating to Membership, Officers, Meetings, And Rules Of Procedure Of The Development Services Advisory Commission

Sponsors: Vernon Gerth, Katherine Harelson

19. Consideration Of Resolution 2024-49, A Resolution Declaring Certain Consulting Firms That Responded To A City Request For Qualifications For Professional Engineering And Design Services For City Water Distribution, Wastewater Collection, Water Reclamation And Reclaimed Water Distribution Projects As Eligible For Award If And As The Need To Pursue Such Projects Arises During The Term Of Award, And Authorizing City Staff To Enter Into Contract Negotiations With One Or More Said Eligible Consulting Firms For Such Services And For Such Projects At That Time (Purchasing Office Procurement Solicitation No. 2024-009)

Sponsors: Michelle Hatcher

20. Consideration Of Amendment 1 To COF Contract No. 2020-0128, With Westhaven Partners, LLC For Parkland Impact Fee And Construction Agreement For Westhaven Subdivision

Sponsors: Lisa Clayton, Heather Eusebio

21. Presentation And Discussion Of Sanitation And Environmental Services (SES) Operations Alternatives

Sponsors: Mark Hilty, Jack Tucker

22. Discussion Of Board Of Mayor And Aldermen Pay
WS 2/13/24

Sponsors: Alderman Beverly Burger

OTHER BUSINESS

ADJOURN

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



File #: 21-0512

DATE: July 29, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Event Permit For Centennial High School Homecoming Parade In Cool Springs On September 13, 2024

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the annual Centennial High School Homecoming Parade.

BACKGROUND/STAFF COMMENTS:

Centennial High School has requested an event permit for their annual homecoming parade scheduled for September 13, 2024. The event includes the closure of Mallory Lane between Liberty Pike and W. McEwen Drive. Estimated time is 2:00 p.m. - 2:45 p.m. Estimated attendance is 1,600.

FINANCIAL IMPACT:

The applicant would be responsible for extra-duty Police Officers who work the event. Centennial High School will work with the Williamson County Sheriff's Office for assistance with the street closure and traffic control.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the event with the following conditions:

- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- Applicant will provide a certificate of insurance naming the City as additional insured.
- Applicant will work with the Williamson County Sheriff's Office to open/close streets and to provide security and traffic control.



City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Parade/March

1. **Name/purpose of event:** Centennial High School Homecoming Parade

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

Parade location will be on Mallory Lane outside of Centennial High School (5050 Mallory Lane). Parade route is attached to this application when indicated.

Major road closures will be Mallory Lane from Liberty Pike and Mallory Lane from McEwen for the duration of the parade.

3. **Date or dates of event:** 09/13/2024

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

The CHS Homecoming Parade will take place at 2:10 PM on Friday, September 13th, 2024. Mallory Lane will be closed from the Mallory Lane and McEwen Drive intersection to the Southern - most entrance of CHS for approximately 30-40 minutes. The actual parade generally lasts 20 - 30 minutes however the police will be on site by approximately 2:00 pm. Officers working the parade will let traffic in and out until the actual start of the parade.

What date/time will set-up begin? 9/13/2024 2:00 PM

What date/time will tear-down be complete? 9/13/2024 2:50 PM

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

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

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

Spectators/Attendees: 1,500

Event Staff/Volunteers:100

Total:1,600

7. **Name of applicant and Organization Requesting Permit** (at least one applicant must be a resident of the City of Franklin; or the organization must be located in the City limits of Franklin): **Applicant / Organization Requesting Permit**

Sarah Shapiro
Williamson County Schools
1320 West Main Street, Suite 202
Franklin, TN 37064
P:615-472-4040
sarah.shapiro@wcs.edu

Person in charge on day of event: Sarah Shapiro

Cell: 615-854-3598

E-mail address: sarah.shapiro@wcs.edu

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

Name: Kevin Dyson

Cell: 615-445-0390

E-mail address: kevin.dyson@wcs.edu

Name: Parker Altman

Cell: 615-525-1257

E-mail address: parker.altman@wcs.edu

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

The 2024 Centennial High School Homecoming Parade will take place on Friday September 13th to celebrate the ending of our Homecoming Spirit Week. This event is family friendly and is appropriate for all ages. Our Homecoming Parade showcases our many student groups, including our Marching Band, JROTC, sports teams, Student Council class floats (theme: On the Silver Screen), our Cougar Den daycare children, and many student-led club.

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

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

Please detail any restricted parking areas on the event map.

Event Map: [CHS Homecoming Parade Route.pdf](#)

- 10.

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

Administrative Contact List: [CHS Administrators.pdf](#)

11. **Where is your organization based?** Williamson County
12. **Is your organization authorized to do business in Tennessee?** Yes
13. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
IRS tax exemption letter: [Tax Exempt Letter.pdf](#)
14. **Will you charge an admission fee?** No
Average admission fee:
15. **Will you charge a vendor participation fee?** No
Average vendor participation fee?
16. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
17. **Will any charity, gratuity, or offers be solicited or accepted during the event?** No
18. **Is this event a fundraiser?** No
What organization will be the benefactor of event?
What percentage of funds will they receive?

19. **Will parking in the area of the event need to be restricted or prohibited?** No

20. **Will any sound amplification equipment be used during the event?** No

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

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

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

Insurance Certificate:

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

23. **Will food, beverages, or merchandise be sold or given away?** No

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

Clean Up Plan and Provider:

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

25. **Will you require a temporary water tap?** No

If yes, please list exact locations:

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

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

27. **Will your event include tents or other temporary structures, propane use, or open flames?** No

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

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

Good Neighbor Letter: [Parade Letter 2024.pdf](#)

Good Neighbor Letter Mailing List: [Impacted Parade Businesses.pdf](#)



Rules and Regulations

Please Read All Attachments Before Signing Application.

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

BY: Sh [Signature] (Student Council Sponsor) Date: 7/2/21
(Signature and title – must be officer of organization) (Centennial High)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

Event Centennial High School
Name: Homecoming Parade

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

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

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

All Permit applications are subject to permit fees.

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



Signature: _____

Sound Amplification

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

Applicant/Organization: Sarah Shapiro - Williamson County Schools

Event Name: Centennial High School Homecoming Parade

Event Date(s): 09/13/2024

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

Sound Amplification Map:

3. **For what purpose will sound amplification be used?** Please list all that apply:

4. **Type of Amplifier:**

5.

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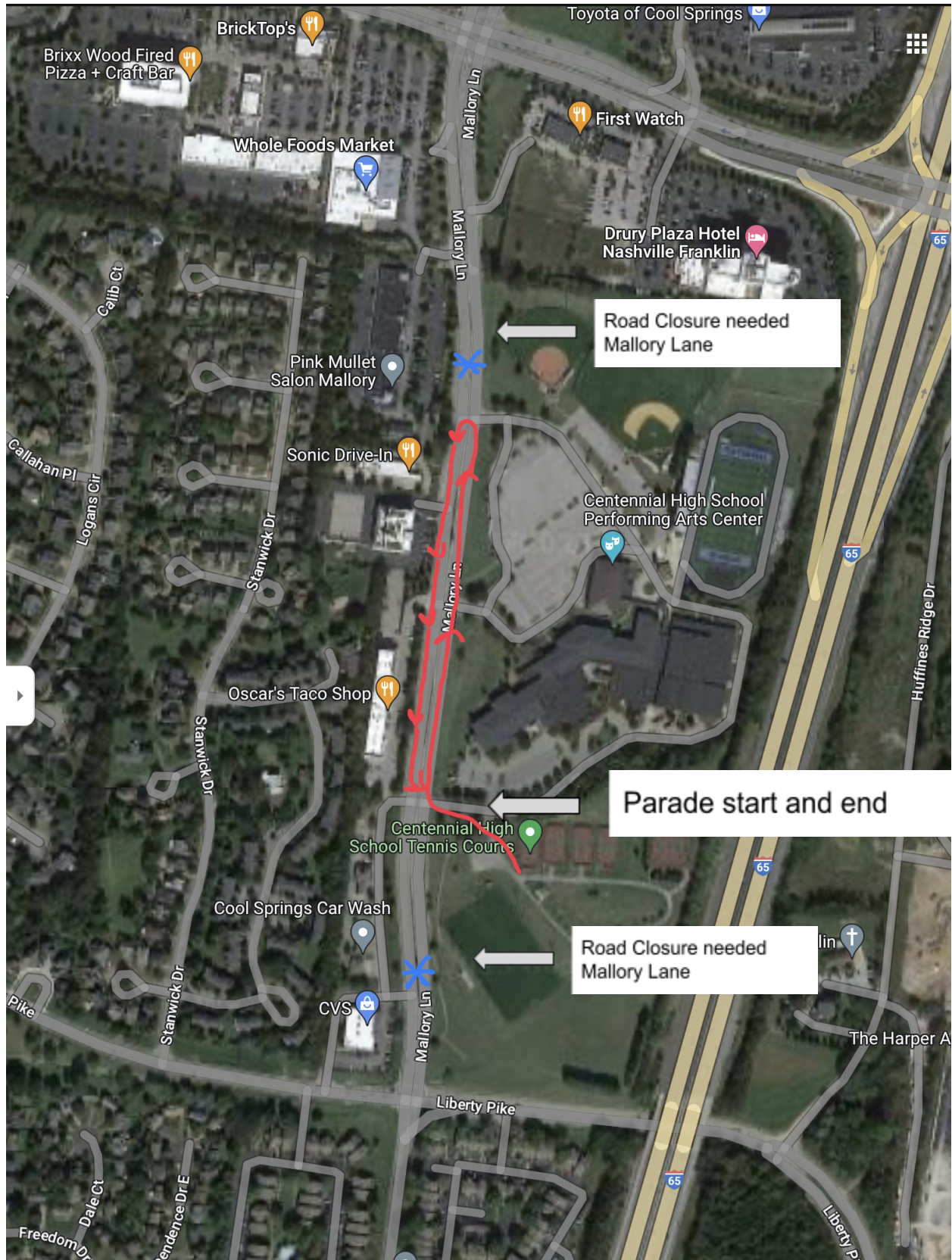
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name:	Cell:	E-Mail:
Name:	Cell:	E-Mail:

Authorized Signature: Sarah Shapiro

Date: 07/24/2024

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



CHS Homecoming Parade Route 2024



Staff Conditions:

Staff recommends that the Board of Mayor and Aldermen approve the event with the following conditions:

- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- Applicant will provide a certificate of insurance naming the City as additional insured.
- Applicant will work with the Williamson County Sheriff's Office to open/close streets and to provide security and traffic control.



File #: 21-0511

DATE: July 29, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager
Monique McCullough, Public Outreach Specialist
SUBJECT:

Consideration Of Event Permit For Franklin High School Homecoming Parade In Downtown Franklin
On September 20, 2024

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Franklin High School Homecoming Parade.

BACKGROUND/STAFF COMMENTS:

Franklin High School has requested an event permit for their annual Homecoming Parade on September 20, 2024. The parade stages along West Main Street from Five Points to (approximately) 11th Avenue. The parade begins at 10:30 a.m. The parade route goes down Main Street to 3rd Ave North and ends at Bicentennial Park. Estimated attendance is 2,200.

FINANCIAL IMPACT:

Franklin High School is responsible for paying for any extra-duty Police Officers used to provide during the parade.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve this event with the following conditions:

- Applicant will provide certificate of insurance naming the City as additional insured.
- Applicant will work with School Resource Officers and the Williamson County Sheriff's Office for traffic control and security.



City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Parade/March

- Name/purpose of event:** Franklin High School Homecoming Parade
- Location Requested:** *(if Temporary Street Closure, list major roads to be closed):*
Main Street needs to be closed from 10:20-11:00 AM or earlier if parade ends before 11:00 AM. Parade will exit left onto 3rd Avenue.
- Date or dates of event:** 09/20/2024
- Start/End Times of Event:**
 - Parade Set-Up: begins at 9:15 am on the right side of W. Main Street extending to 11th Avenue (please see attached parade map).
 -
 - Parade Starts: 10:30 am
 - Parade Ends: 11:00 am

What date/time will set-up begin? 9/20/2024 9:15 AM

What date/time will tear-down be complete? 9/20/2024 11:00 AM

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

- Time of Street Closure** *(if applicable):*

Main Street needs to be closed from 10:20 am - 11:00 am or earlier if the parade ends before 11:00. Parade will exit left onto 3rd Avenue.

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

Spectators/Attendees: 2,000

Event Staff/Volunteers: 200

Total: 2,200

7. **Name of applicant and Organization Requesting Permit** (at least one applicant must be a resident of the City of Franklin; or the organization must be located in the City limits of Franklin): **Applicant / Organization Requesting Permit**

Blake Lannom
Franklin High School
810 Hillsboro Road
Franklin, TN 37214
P:615-472-4450
blake.lannom@wcs.edu

Person in charge on day of event: Blake Lannom

Cell: 615-513-4844

E-mail address: blake.lannom@wcs.edu

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

Name: Ray Scheetz

Cell: 601-307-4342

E-mail address: ray1@wsc.edu

Name: Shane Pantall

Cell: 615-428-6462

E-mail address: shanep@wcs.edu

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

The FHS Homecoming parade is an annual event that many members of the community have come to look forward to each year. The FHS student council works with businesses of the downtown community to foster a spirit of community and make the parade and the homecoming a success and event of which the city may be proud. The FHS Homecoming parade provides an opportunity for the community to come together in support of the school. The floats and student cars provide an opportunity for students to display pride in their community and demonstrate spirit for their school. The parade is a positive tradition that many community members and alumni look forward to each year.

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

Please detail any restricted parking areas on the event map.

Event Map: [2024 Proposed FHS Homecoming Parade Route Map.pdf](#)

- 10.

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

Administrative Contact List: [Franklin High School Administrative Contact List 2024.pdf](#)

11. **Where is your organization based?** Williamson County
12. **Is your organization authorized to do business in Tennessee?** Yes
13. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
IRS tax exemption letter: [FHS Tax Exempt Form 2024.pdf](#)
14. **Will you charge an admission fee?** No
Average admission fee:
15. **Will you charge a vendor participation fee?** No
Average vendor participation fee?
16. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
17. **Will any charity, gratuity, or offers be solicited or accepted during the event?** No

18. **Is this event a fundraiser?** No
*What organization will be the benefactor of event?
What percentage of funds will they receive?*
19. **Will parking in the area of the event need to be restricted or prohibited?** No
20. **Will any sound amplification equipment be used during the event?** No

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

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

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

Insurance Certificate:

22. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**
23. **Will food, beverages, or merchandise be sold or given away?** No
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.

Clean Up Plan and Provider:

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

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

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

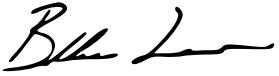
Good Neighbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

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

BY:  Student Council Sponsor for
Franklin High School Date: 6.11.24
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

Event Franklin High School
Name: Homecoming Parade

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

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

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

All Permit applications are subject to permit fees.

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



Signature: _____

Sound Amplification

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

Applicant/Organization: Blake Lannom - Franklin High School

Event Name: Franklin High School Homecoming Parade

Event Date(s): 09/20/2024

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

Sound Amplification Map:

3. **For what purpose will sound amplification be used?** Please list all that apply:

4. **Type of Amplifier:**

5.

Number of Amplifiers:	Number of Speakers:	Number of Performers:
------------------------------	----------------------------	------------------------------

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

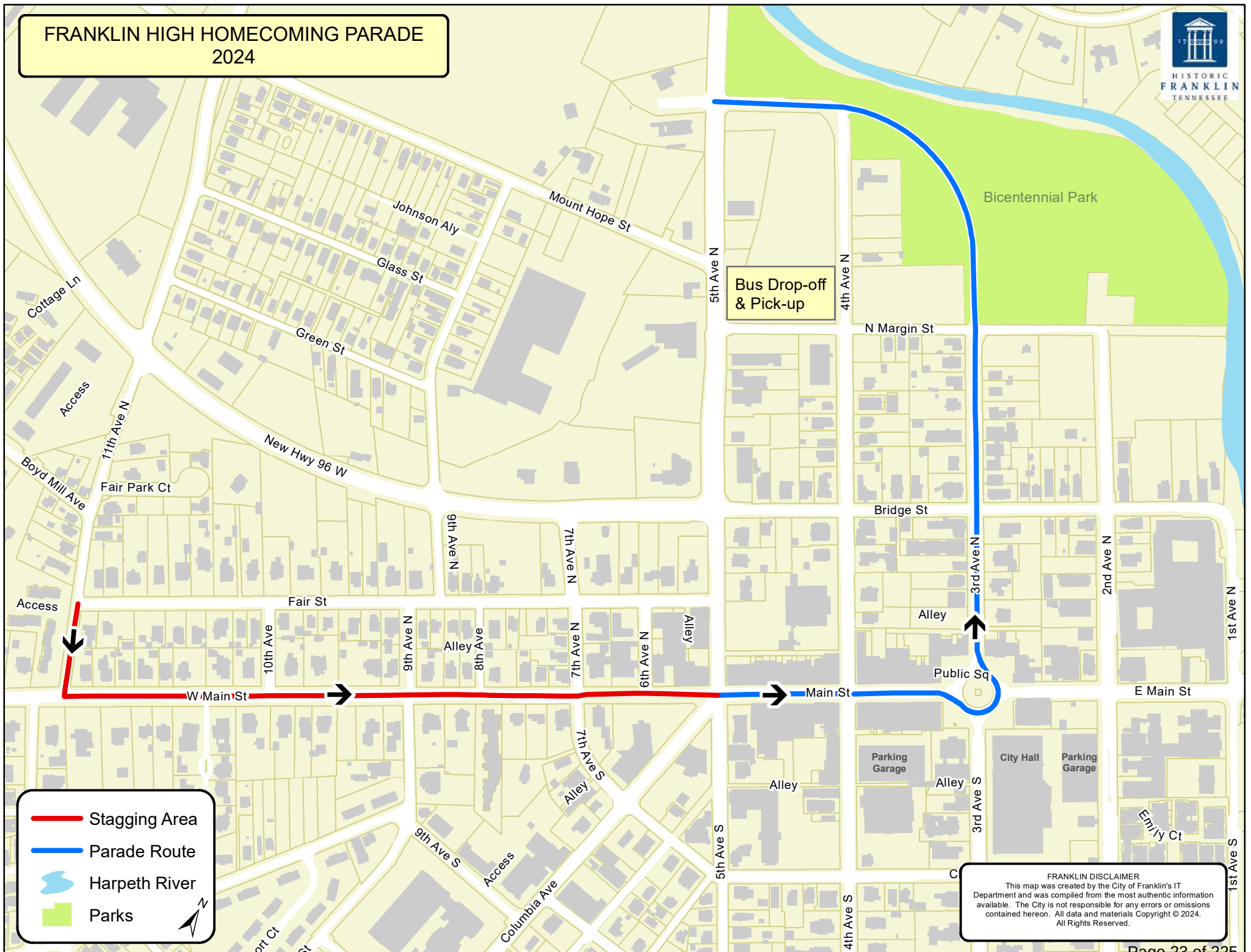
Name:	Cell:	E-Mail:
Name:	Cell:	E-Mail:

Authorized Signature: Blake Lannom

Date: 06/11/2024

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

FRANKLIN HIGH HOMECOMING PARADE 2024



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

Staff Conditions:

Staff recommends that the Board of Mayor and Aldermen approve this event with the following conditions:

- Applicant will provide certificate of insurance naming the City as additional insured.
- Applicant will work with School Resource Officers and the Williamson County Sheriff's Office for traffic control and security.



File #: 21-0513

DATE: July 29, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Event Permit For Porchfest Sponsored By The Westhaven Foundation In Westhaven On September 21, 2024

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Westhaven Porchfest.

BACKGROUND/STAFF COMMENTS:

The Westhaven Foundation has requested the closure of a portion of Front Street (Oleander to Whitman) for their annual Porchfest event scheduled for September 21, 2024. The closure would be from 3 p.m. – 11 p.m. The main event, a ticketed concert, is being held at the Magli Green Park. Estimated attendance is 1100.

FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of the event application with the following recommendations:

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

Risk Management:

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

Police Department:

- Applicant will hire recommended number of City of Franklin extra duty officers.

Sanitation and Environmental Services Department:

- Applicant will contact Department to lease dumpsters and roll-out containers
- Applicant will provide volunteers to pick-up any trash associated with the event.

Fire Department:

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

Revenue Management:

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

OFFICE USE ONLY

Permit No: _____



City of Franklin Special Event Permit Application

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

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

Please list all that apply:

- Festival/Fair

1. **Name/purpose of event:** Westhaven PORCHFEST
2. **Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Front Street from alley beside Kokomos / Artistry through Oleander
3. **Date or dates of event:** 09/21/2024
4. **Start/End Times of Event:**
5:30pm to 10:00pm

What date/time will set-up begin? 9/20/2024 8:00 AM

What date/time will tear-down be complete? 9/21/2024 11:30 PM

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

5. **Time of Street Closure** (if applicable):
3:00 PM
6. **An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 1,000 Event Staff/Volunteers: 25 Total: 1,025
7. **Name of applicant and Organization Requesting Permit** (at least one applicant must be a resident of the City of Franklin; or the organization must be located in the City limits of Franklin): **Applicant / Organization Requesting Permit**
Jill Tomalty
The Westhaven Foundation
188 Front Street Box 116-25
Franklin, TN 37064
P: 9048856874
jill@westhavenfoundation.org
Person in charge on day of event: Mark McCutcheon
Cell: 6153947782 **E-mail address:** mark@westhavenfoundation.org
Name and Cell Number of at least two others available on day of event:
Name: Jill Tomalty **Cell:** 6153003239 **E-mail address:** jill@westhavenfoundation.org
Name: Jason Kaplan **Cell:** 6159391491 **E-mail address:** jason@westhavenfoundation.org

8. **DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) :
- This will be a ticketed event. Attendees will be required to pre-purchase tickets. There will be options for VIP access and general admission. Chairs will be provided for both general admission and VIP. Outside food and beverages and personal chairs/blankets are not allowed within the concert area. This event is a fundraiser for The Westhaven Foundation, a 501(c)3!

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

Please detail any restricted parking areas on the event map.

Event Map: [Porchfest Layout.jpg](#)

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

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

11. **Where is your organization based?** Williamson County
12. **Is your organization authorized to do business in Tennessee?** Yes
13. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
IRS tax exemption letter: [IRS.pdf](#)
14. **Will you charge an admission fee?** Yes
Average admission fee: \$45-\$175
15. **Will you charge a vendor participation fee?** No
Average vendor participation fee?
16. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
17. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes
18. **Is this event a fundraiser?** Yes
What organization will be the benefactor of event? The Westhaven Foundation
What percentage of funds will they receive? 100% of net proceeds
19. **Will parking in the area of the event need to be restricted or prohibited?** No
20. **Will any sound amplification equipment be used during the event?** Yes

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

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

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

Insurance Certificate:

22. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**
Multiple food trucks. Not solidified yet
23. **Will food, beverages, or merchandise be sold or given away?** No
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider:
24. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
25. **Will you require a temporary water tap?** No
If yes, please list exact locations:
26. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
27. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require a special inspection from the Franklin Fire Department. All tents must meet the requirements of Chapter 31 of the International Fire Code. Tents 20-ft by 20-ft or larger must have an approved label or documentation showing the tent fabric meets all flammability requirements. Tents larger than 400-SF must be inspected and approved by the fire department before the event opens. All cooking operations must be inspected and approved by the fire department before the event opens. Cooking operations will be periodically inspected throughout the event. Tents should be taken down on the date the event has ended. ***Please read the Additional Requirements section of this application for more information.***
28. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [Good Neighbor Letter 2024.docx](#)
Good Neighbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

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

BY: Julie E. Chalky
(Signature and title - must be officer of organization)

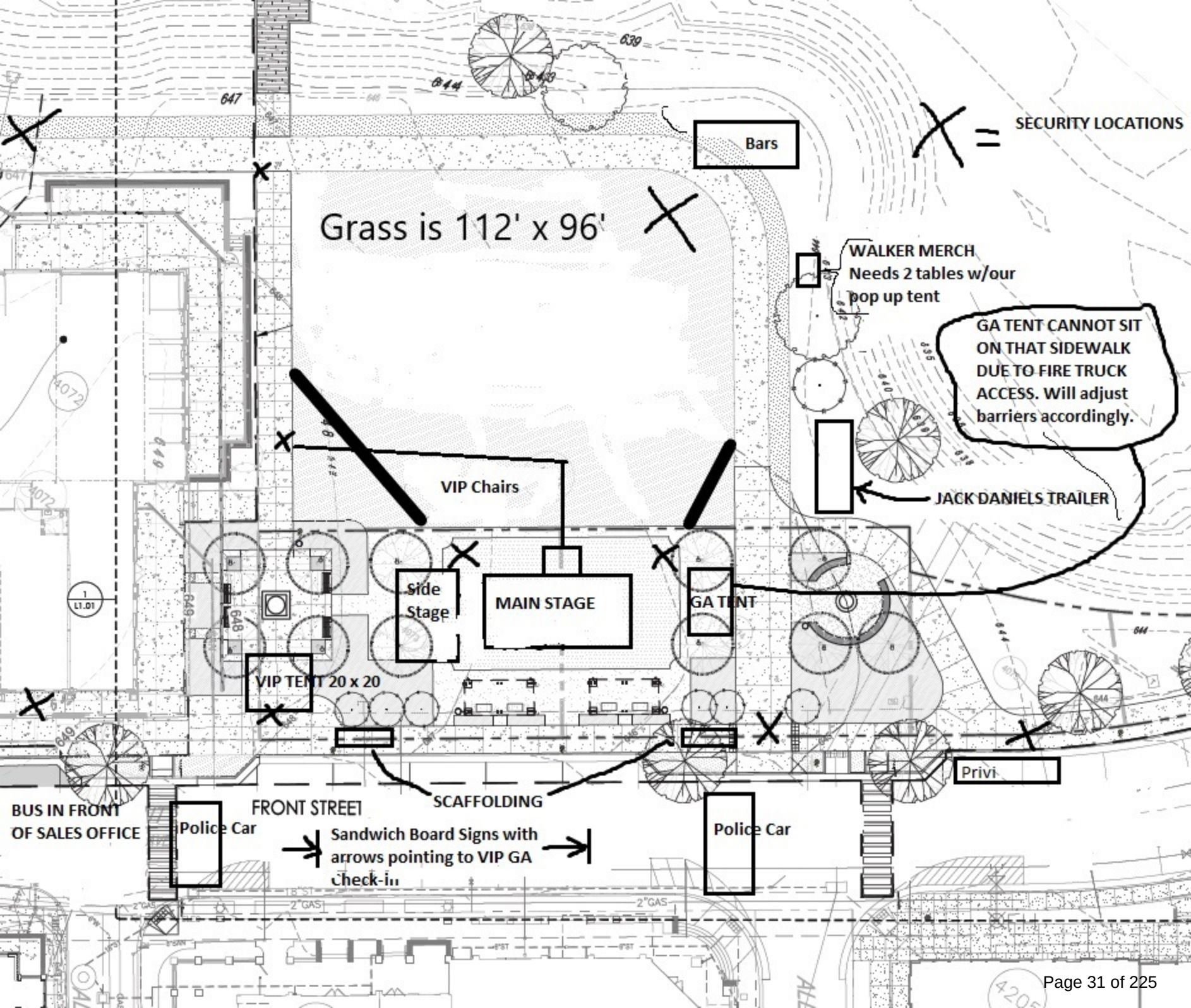
Date: 8-5-24

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

04/2024



X = SECURITY LOCATIONS

Grass is 112' x 96'

Bars

WALKER MERCH
Needs 2 tables w/our
pop up tent

GA TENT CANNOT SIT
ON THAT SIDEWALK
DUE TO FIRE TRUCK
ACCESS. Will adjust
barriers accordingly.

JACK DANIELS TRAILER

VIP Chairs

Side
Stage

MAIN STAGE

GA TENT

VIP TENT 20 x 20

Privi

Police Car

Police Car

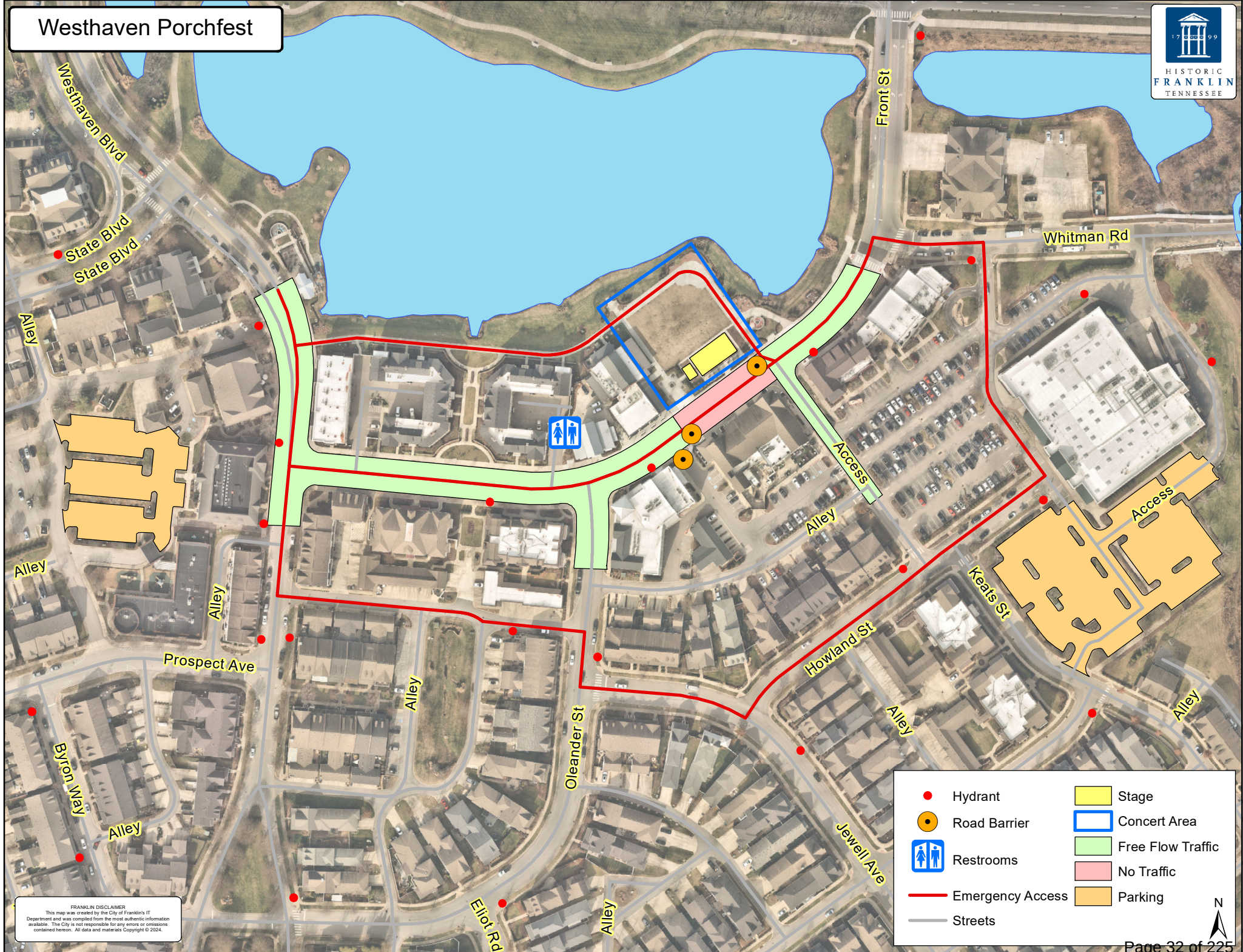
FRONT STREET

SCAFFOLDING

Sandwich Board Signs with
arrows pointing to VIP GA
Check-in

BUS IN FRONT
OF SALES OFFICE

Westhaven Porchfest



FRANKLIN DISCLAIMER
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- Hydrant
- Road Barrier
- Restrooms
- Emergency Access
- Streets
- Stage
- Concert Area
- Free Flow Traffic
- No Traffic
- Parking



Event Name: Westhaven PORCHFEST

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

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

- Any site-built platforms (stages) and/or bleachers

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

All Permit applications are subject to permit fees.

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



Signature: _____

Sound Amplification

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

Applicant/Organization: Jill Tomalty - The Westhaven Foundation

Event Name: Westhaven PORCHFEST

Event Date(s): 09/21/2024

1. **Time amplification equipment will be used:** From: 6:30 PM To: 10:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). *Provide map/layout if necessary.:*
Magli Green Park in Westhaven

Sound Amplification Map: [COF PF 2024 sounds amplification map.docx](#)

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

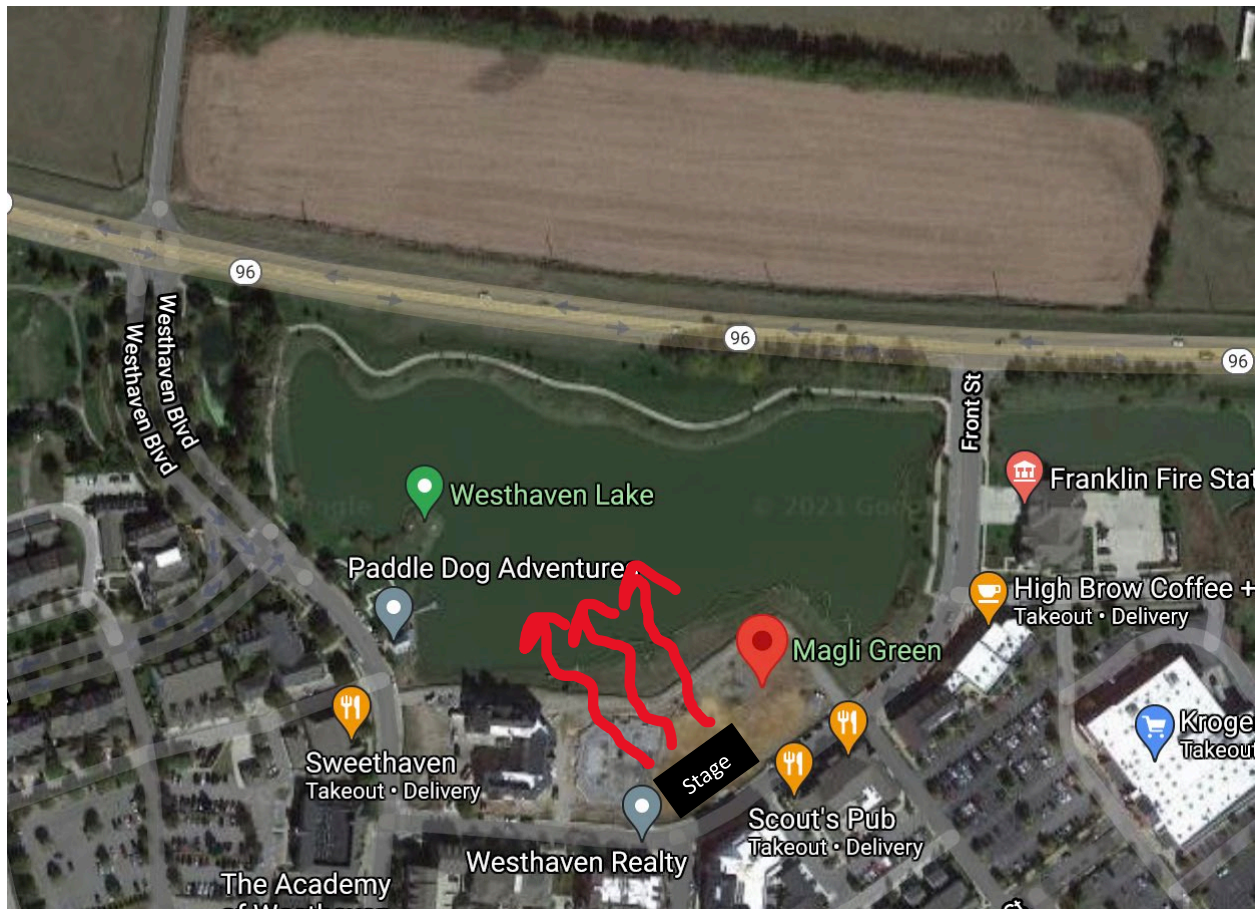
Number of Amplifiers: 4	Number of Speakers: 8	Number of Performers: 2 bands
--------------------------------	------------------------------	--------------------------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: Mark McCutcheon	Cell: 615-394-7782	E-Mail: Mark@westhavenfoundation.org
Name: Jill Tomalty	Cell: 615-300-3239	E-Mail: jill@westhavenfoundation.org

Authorized Signature: Jill Tomalty

Date: 07/01/2024

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



Open Issues: 6	
FIRE-Special Event	
General Issues	
2. Mobile Food Vendors	
kristie.thompson@franklintn.gov	Mobile food vendors must meet the following requirements: 1. Mobile food vendors with cooking operations require a minimum 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor. 2. Mobile food vendors with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor. 3. Mobile food vendors using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor. 4. Mobile food vendors using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals. 5. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service. 6. Mobile food trucks must be spaced a minimum of 10-feet apart.
3. Mobile Food Vendor / Food Truck Video	
kristie.thompson@franklintn.gov	The fire department has a short video describing fire department requirements for mobile food vendors and food truck vendors. Please include this link in your vendor information packet. https://www.youtube.com/watch?v=-Wqp0xp-X9k&list=PLDC8BB691331C242B&index=1
4. Stages	
kristie.thompson@franklintn.gov	Stages and sound booths require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor. After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.
5. Tents	

kristie.thompson@franklintn.gov	If tents are used, all tents must meet the following requirements:
---------------------------------	--

Created with [idtPlans Review](#) 8/2/24

Westhaven PORCHFEST

Page 1 of 2

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

6. Miscellaneous Requirements

kristie.thompson@franklin.tn.gov Will you be hosting events on individual porches this year?

If so, could we have a list of the porches?

Sanitation and Environmental Services

General Issues

1. Solid Waste Containers

bobby.sullivan@franklin.tn.gov SES can provide containers for this event as in years past. Rental fee per 96 gallon rollout container is \$5.63 per each container with a delivery and pickup fee of \$52.96 per each 15 container load. Last years detailed invoice requested 30 rollout containers at a total of \$274.82. Eight cubic yard dumpster containers may also be rented at a rate of \$110.00. To request containers for this event, please contact Sherry Grisham at our office. Office number is 615-794-1516.

Thank you, Wayne Sullivan

Staff Conditions:

Staff recommends approval of the event application with the following recommendations:

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

Risk Management:

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

Police Department:

- Applicant will hire recommended number of City of Franklin extra duty officers.

Sanitation and Environmental Services Department:

- Applicant will contact Department to lease dumpsters and roll-out containers
- Applicant will provide volunteers to pick-up any trash associated with the event.

Fire Department:

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

Revenue Management:

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

Porchfest 2024 Performers

- Resurrection – A Journey Tribute
- Child's Anthem – The Music of Toto



File #: 21-0514

DATE: July 29, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Event Permit For Turkey Trot Sponsored By Graceworks Ministries In Cool Springs Area On November 28, 2024

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Turkey Trot Run sponsored by Graceworks Ministries in the Cool Springs Area on Thanksgiving Day, November 28, 2024.

BACKGROUND/STAFF COMMENTS:

Graceworks Ministries has submitted an application for their annual Turkey Trot on November 28th (Thanksgiving Day). The event consists of a 10K, 5K, and 1K Run/Walk and is expected to have up to 6,000 participants. All runs and walks begin and end 3000 Meridian Blvd. Streets around the area will begin to close at approximately 6:30 a.m. The first race begins at 7 a.m. All streets should be open by 12 Noon.

One hundred percent of the proceeds benefit Graceworks Ministries.

FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff to go over routes at least 30 days before event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- Applicant will notify Cool Springs Galleria and other affected retail and commercial locations of road closure times

- Applicant will work with affected hotels on notifying their guests and employees of road closure times and providing an option for them to enter and exit the hotels.

Risk Management:

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

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers
- Applicant will provide volunteers to assist with event

Sanitation and Environmental Services Department:

- Applicant will provide volunteers to clean up during and after event.



City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Turkey Trot 10k
- 5k and Kids Turkey Chase

1. **Name/purpose of event:** GraceWorks Turkey Trot

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

Meridian Blvd (north and south) Carothers Pkwy (east side of the road heading north), Baker's Bridge Ave (north side of Baker Bridge going west). South side of Baker's Bridge headed east. Market Exchange Court to straight on International Drive, Carothers' Parkway headed south, Mallory Lane (east side headed south), Galleria Blvd, International Drive, Market Exchange Court, Nichol Mill Lane.

3. **Date or dates of event:** 11/28/2024

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

4 a.m. until 12 p.m. with race times from 7:00 a.m. until 10:00 a.m.

What date/time will set-up begin? 11/28/2024 4:00 AM

What date/time will tear-down be complete? 11/28/2024 12:00 PM

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

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

6:30 a.m. until 9:45 a.m.

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

Spectators/Attendees: 6,000

Event Staff/Volunteers:200

Total:6,200

7. **Name of applicant and Organization Requesting Permit** (at least one applicant must be a resident of the City of Franklin; or the organization must be located in the City limits of Franklin): **Applicant / Organization Requesting Permit**
 Melissa Holland
 GraceWorks Ministries, Inc.
 104 Southwest Parkway
 Franklin, TN 37064
 P:6156497758
mholland@graceworkstn.org
Person in charge on day of event: Melissa Holland Event Manager
Cell: Melissa Holland (972)358-7403 **E-mail address:** mholland@graceworkstn.org
Name and Cell Number of at least two others available on day of event:
Name: John Thompson, Sr **Cell:** 615-579-7892 **E-mail address:** jthompson@graceworkstn.org
 Director of Development
Name: Alicia Bell, CEO **Cell:** 615-509-3325 **E-mail address:** abell@graceworkstn.org
8. **DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) :
 This is the 25th Anniversary of the Franklin Turkey Trot benefiting GraceWorks. The event includes a 10k, 5k, and Kid's Turkey Chase. The 10k will start at 7:00 a.m., the 5k will start at 8:00 a.m. and the Kids Turkey Chase should start at approximately 9:00 a.m. We experienced a record number of participants in 2023 with 3,300 runners and walkers. This event is a GraceWorks fundraiser that provides food, shelter, and support for our Neighbors in need.
9. **ENCLOSE A DETAILED PDF MAP** of the event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such an event will occur. **For large-scale events, a map or maps should be obtained from the City's GIS division.**
If also submitting a CAD file, please ensure that it is in DWG file format, and projected in TN State Plane NAD83
Please detail any restricted parking areas on the event map.
- Event Map:** [Turkey Trot 1K_COF Map.pdf](#)
10. **Please attach a list (in PDF format)** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of the organization and/or committee.
- Administrative Contact List:** [Turkey Trot 2024 Contacts for City of Franklin .docx](#)
11. **Where is your organization based?** Williamson County
12. **Is your organization authorized to do business in Tennessee?** Yes
13. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
 IRS tax exemption letter: [501c3 letter.pdf](#)
14. **Will you charge an admission fee?** Yes
 Average admission fee: 45.00
15. **Will you charge a vendor participation fee?** No
 Average vendor participation fee?
16. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
17. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes

18. **Is this event a fundraiser?** Yes
What organization will be the benefactor of event? GraceWorks Ministries
What percentage of funds will they receive? 100
19. **Will parking in the area of the event need to be restricted or prohibited?** Yes
20. **Will any sound amplification equipment be used during the event?** Yes

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

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

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

Insurance Certificate:

22. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**
Start 2 Finish will facilitate all race activities for GraceWorks from the starting line to the finish line.
Liberty Waste will provide portable toilets.
23. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider: [Turkey Trot Cleanup Plan 2024.docx](#)
24. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
25. **Will you require a temporary water tap?** No
If yes, please list exact locations:
26. **Will alcohol, beer, and/or wine be given away or sold?** No
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

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

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

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

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

Good Neighbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

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

BY: Chris A. W. Bell CEO Date: 6-21-24
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

Event Name: GraceWorks Turkey Trot

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

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

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

All Permit applications are subject to permit fees.

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

Name: Trot

Signature: _____

Sound Amplification

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

Applicant/Organization: Melissa Holland - GraceWorks Ministries, Inc.

Event Name: GraceWorks Turkey Trot

Event Date(s): 11/28/2024

1. **Time amplification equipment will be used:** From: 6:30 AM To: 9:45 AM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). *Provide map/layout if necessary.:*
A microphone with speakers will be located on Meridian Blvd between the start and finish line.

Sound Amplification Map: [Sound Amplification Location Between Start and Finish Lines.pdf](#)

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

Number of Amplifiers: TBD once vendor is chosen	Number of Speakers: TBD once vendor is chosen	Number of Performers: 2 or 3
--	--	-------------------------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: TBD once vendor is chosen	Cell: TBD once vendor is chosen	E-Mail: mholland@graceworkstn.org
Name: TBD once vendor is chosen	Cell: TBD once vendor is chosen	E-Mail: mholland@graceworkstn.org

Authorized Signature: Melissa Holland

Date: 07/02/2024

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

TURKEY TROT



FINISH

START

Meridian Blvd

Gillespie Dr

Carothers Pkwy

Carothers Pkwy

Compass Way

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2023. All Rights Reserved.

-  1K Kids' Route
-  Building Footprints



TURKEY TROT

FINISH

START

Meridian Blvd

Gillespie Dr

Carothers Pkwy

Carothers Pkwy

Compass Way

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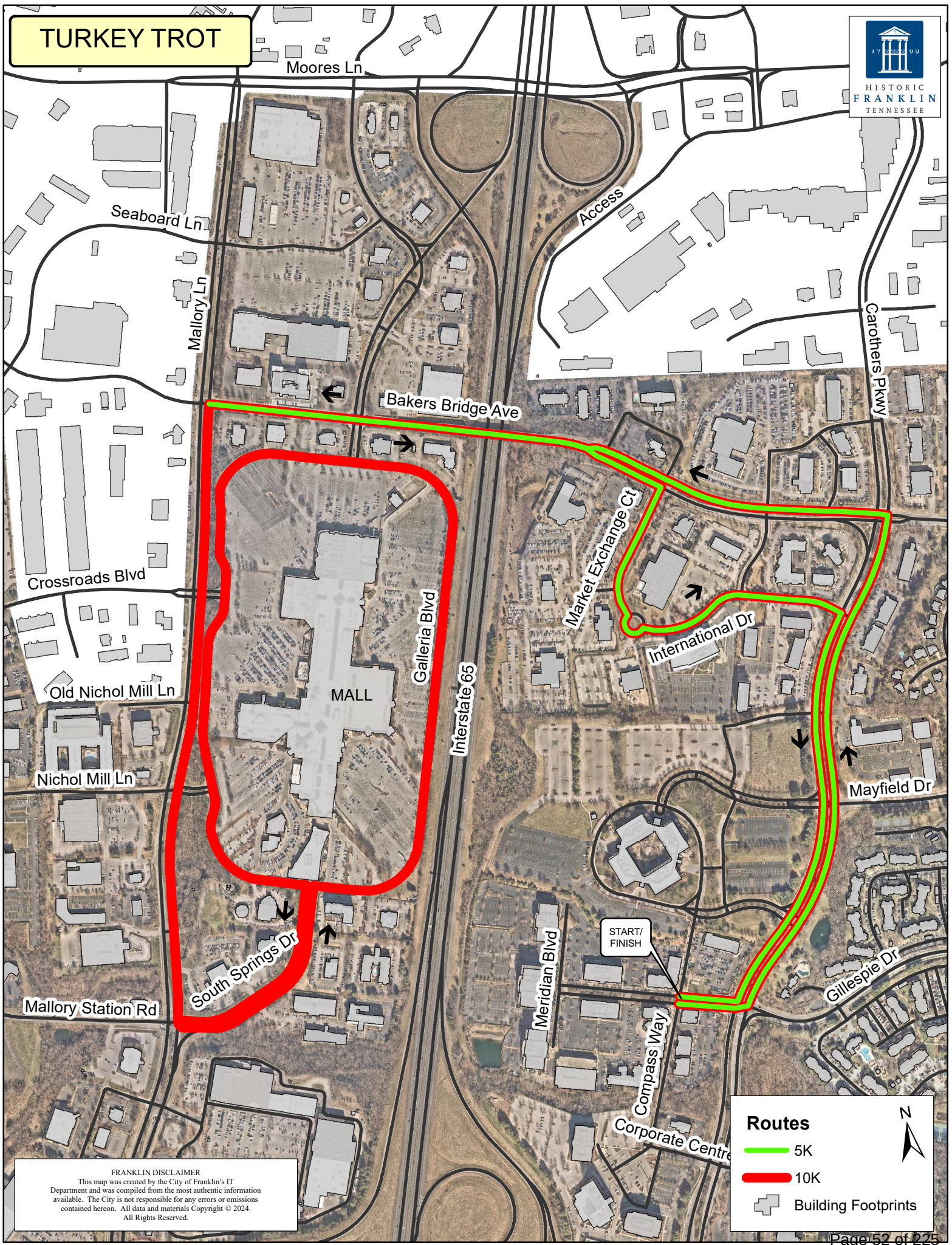
1K Kids' Route



Building Footprints



TURKEY TROT



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Routes

5K

10K

Building Footprints

N

Open Issues: 6

FIRE-Special Event

General Issues

2. Site Plan

kristie.thompson@franklin.tn.gov On the application, you indicated you will have tents (see item #27). Drawings must show tents including size and location of tents. Please provide a layout of the tent and food truck area. Specify the size of the tents. Tents larger than 20-ft x 20-ft require a fire department permit which can be found on the City of Franklin website under Fire Department.
[Edited By Kristie Thompson]

3. Tents

kristie.thompson@franklin.tn.gov Tents must meet the following requirements.

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

4. Mobile Food Vendors

kristie.thompson@franklin.tn.gov Mobile food vendors must meet the following requirements:

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

5. Mobile Food Vendor / Food Truck Video

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

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

6. Vendor Tent Video

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

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

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

Sanitation and Environmental Services

General Issues

1. Solid Waste Service

bobby.sullivan@franklin.tn.gov Thank you for your cleanup plan document.

- How many volunteers will you have on site for clean-up?
- What type of containers will you be using.

Thanks,
Wayne

Staff Conditions:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff to go over routes at least 30 days before event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- Applicant will notify Cool Springs Galleria and other affected retail and commercial locations of road closure times
- Applicant will work with affected hotels on notifying their guests and employees of road closure times and providing an option for them to enter and exit the hotels.

Risk Management:

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

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers
- Applicant will provide volunteers to assist with event

Sanitation and Environmental Services Department:

- Applicant will provide volunteers to clean up during and after event.



File #: 21-06044

DATE: July 29, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Angie Skarp, City Recorder

SUBJECT:

Consideration Of Certificate Of Compliance For Retail Liquor License For Saint Goose, LLC D/B/A Saint Goose, Located At 134 2nd Ave N, Ste 104, Franklin, TN, Managing Agent And Sole Shareholder, Heidi Hyland

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Retail Liquor License Certificate.

BACKGROUND/STAFF COMMENTS:

This certificate is for Saint Goose, LLC D/B/A Saint Goose. Located at 134 2nd Ave N, Ste 104, Franklin, TN. Saint Goose, LLC has made an application to change ownership of an existing retail liquor license, changing ownership to Heidi Hyland. The application meets all requirements.

In February, the Board took similar action for this license to assign a different owner. The purpose of a certificate of compliance is to confirm that the proposed owner and establishment meet all local laws regarding a liquor license in Franklin. Therefore, no action is required of the Board to cancel the previous approval. Once the Board approves the certificate stating that Heidi Hyland meets all local requirements, it will replace any previous action by the Board.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the Retail Liquor License Certificate of Compliance for Saint Goose, LLC D/B/A Saint Goose, located at 134 2nd Ave N, Ste 104, Franklin, TN.



HISTORIC
FRANKLIN
TENNESSEE

CERTIFICATE OF COMPLIANCE
RETAIL LIQUOR STORE

Saint Goose, LLC, 134 2nd Ave N, Ste 104, Franklin, TN 37064

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of Saint Goose, LLC, DBA Saint Goose, owned by Heidi Hyland (shareholder, managing agent), who has made application for a retailer's license to handle alcoholic beverages at 134 2nd Avenue North, Franklin, TN 37064 (Saint Goose), which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This, the 27th Day of August 2024.

Dr. Ken Moore, Mayor
City of Franklin

ATTEST: _____
Angie Skarp, City Recorder



City of Franklin

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

File #: 21-04993

DATE: June 25, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources

SUBJECT:

*Consideration Of COF Contract No. 2024-0208, With Travelers Insurance To Renew The City Of Franklin's Fiduciary Liability Policy, Effective July 1, 2024

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2024-0208, with Travelers Insurance to renew the City of Franklin's fiduciary liability policy.

BACKGROUND/STAFF COMMENTS:

The City is currently under contract with Travelers Insurance for fiduciary liability coverage. This application is to provide Travelers Insurance updates on any changes (if applicable) to our pension plan on an annual basis. The City provided Travelers Insurance with actuarial reports from USI, minutes from our Employee Pension Plan Committee, and any resolutions or amendments updating our pension plan documents that were completed during the past fiscal year. All the required documents have been provided to Travelers Insurance and Travelers has issued the City's premium based on any potential liabilities, the value of the pension plan, and any claims made against the pension plan. The Mayor must sign this application, and it will be sent to Travelers.

FINANCIAL IMPACT:

Travelers Insurance calculates the annual premium based on the City's pension liability exposures through an underwriting process. This is determined by the information we provide in our annual application process. The premium for fiscal year 2025 is \$12,990, which is the same as last year's premium. We have not had any claims within our fiduciary policy. This amount is paid from the City's pension account with US Bank.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2024-0208.



Designated Benefit Plan
Fiduciary Liability Coverage
Renewal Information Request

Travelers Casualty and Surety Company of America

The information requested in this Application is for a Claims-Made policy. If issued, the policy will apply only to claims first made during the policy period, or any applicable extended reporting period.

The limit of liability available to pay losses will be reduced and may be exhausted by the amounts paid as defense expenses. Defense expenses will be applied against the applicable retention or deductible. (For policies issued in New York, the limit of liability may be reduced up to 50% for amounts paid as defense expenses, and may be applied to up to 50% of the applicable deductible or retention.)

GENERAL INFORMATION

Name of Applicant: City of Franklin Employees' Pension Plan and Trust		Year Established: 1799
Mailing Address: 109 Third Avenue South, Franklin, TN 37064		
Renewal Effective Date (mm/dd/yyyy): 07/01/2024	Type of Applicant: ☐ Multiemployer Plan ☐ Multiple Employer Plan ☒ Governmental Plan Number of government employees eligible to participate in plan 780 Active Current Employees ☐ Other (explain) _____	

Contact information of the Insurance Representative (the individual or entity designated by the Applicant to act as the Applicant's exclusive agent with respect to this insurance, including paying premiums and the giving or receiving of notices of cancellation, nonrenewal, or change of coverage):

Name of Insurance Representative: Public Risk Insurors LLC - Laura Jungmichel
Mailing Address: 1881 General George Patton Drive, Suite 105 Franklin, TN 37067

Complete the table by providing information for the Applicant's existing insurance program:

Coverage	Date First Purchased	Current Insurer	Expiration Date	Expiring Limit of Liability	Expiring Retention	Expiring Premium
Fiduciary Liability	07/01/2012	Travelers	07/01/2024	\$5,000,000	\$25,000	\$12,990

TRUST/PLAN INFORMATION

1. Will the Fiduciary Liability Coverage premium be paid by any trust or plan for which coverage is requested? ☐ Yes ☐ No

2. Complete the chart for all trusts or plans for which coverage is requested:

Full Trust or Plan Name	*Type	Current Asset Value	Latest FYE Annual Contributions	Current # of Participants	**Status
Franklin Employees' Pension	DB	\$ 159,374,145	\$9,448,000	872	F
TCRS Multiple Employer Plan	DB	\$	\$	316	A
		\$	\$		

If there are additional plans to be covered, attach details.

*Types: Defined Benefit (DB), Defined Contribution (DC), Welfare Benefit Plan (W), or Other (O) – attach explanation
 **Status: Active (A), Frozen (F), or Terminated (T). If any trust or plan has been terminated, indicate date of transaction.

3. Please provide the names of firms providing the following services:

CPA	Attorney	Actuary	Investment Adviser
Kristine Brock - City DFO	Frank Carbey- Evans Petree	USI Consulting - Kevin Sullivan	Dahab & Assoc - Barry Bryant

4. Has the Applicant changed outside auditors in the last 12 months?..... ☐ N/A ☐ Yes ☒ No

UNDERWRITING INFORMATION

5. Does any trust or plan not conform to the standards of eligibility, participation, vesting, blackout notification requirements, or other provisions of ERISA or any similar or related federal, state, local, or foreign law or regulation governing employee benefits? ☐ Yes ☒ No
If yes, attach full explanation.
6. Has any trust or plan:
 (a) been the subject of an investigation by the DOL, IRS, or any similar state agency;
 (b) had its tax exempt status withdrawn or threatened to be withdrawn by the IRS;
 (c) filed for an exemption from a prohibited transaction; or
 (d) received an adverse opinion as to its financial condition by an independent public accountant? ☐ Yes ☒ No
If yes, attach full explanation.
7. If any trust or plan is a defined benefit trust or plan, has such trust or plan:
 (a) experienced an event reportable to the PBGC;
 (b) not been certified by an actuary to be adequately funded in accordance with the minimum funding standard of ERISA or any similar or related federal, state, local, or foreign law or regulation governing employee benefits; or
 (c) been converted into a cash balance plan or is any such conversion expected in the next 12 months? If there are no defined benefit plans, please check "N/A". ☐ N/A ☐ Yes ☒ No
If yes, attach full explanation.
8. Has any trust or plan:
 (a) been amended within the last 12 months in a way that will result in the reduction of benefits or are any such amendments anticipated within the next 12 months; or
 (b) been merged with another trust or plan or terminated within the past 2 years, or is any such merger or termination anticipated in the next 12 months? ☐ Yes ☒ No
If yes, attach full explanation.
9. Are there any outstanding or delinquent trust or plan contributions or trust or plan loans, leases, or debt obligations that are in default or classified as uncollectible? ☐ Yes ☒ No
If yes, attach full details.

LIMIT AND RETENTION INFORMATION

10. Do you desire any changes to the expiring policy limit or retention? ☐ Yes ☒ No
If yes, indicate the desired changes below.

Coverage	Limit of Liability	Retention
Fiduciary Liability	\$5,000,000	\$25,000

11. If the requested limit of liability exceeds the limit of liability in the expiring Fiduciary Liability Coverage, answer the following question:
 Solely with respect to any higher limits requested or that may ultimately be issued for the proposed insurance, is the Applicant or any person proposed for this insurance aware of any fact, circumstance, situation, event, or act that reasonably could give rise to a claim against them under the Fiduciary Liability Coverage for which the Applicant is applying? ☐ Yes ☒ No
If yes, attach full details.

Solely with respect to any portion of the limit of liability for this proposed Fiduciary Liability Coverage that exceeds the amount of the expiring limit of liability for Fiduciary Liability Coverage in the expiring policy, the proposed insurance will not afford coverage for any claim arising from any fact, circumstance, situation, event, or act about which any natural person officer, including any executive director or functional equivalent thereof; member of the board of trustees; in-house risk manager, or in-house general counsel of the Applicant had knowledge prior to the issuance of the proposed policy, nor for any person or entity who knew of such fact, circumstance, situation, event, or act prior to the issuance of the proposed policy.

As part of this Application, provide copies of the documents listed below. The documents, as well as the representations and facts contained within such documents are made a part of this Application; the Insurer may elect to obtain requested information from public sources, including the Internet.

- Financial statements for all trusts or plans
- Most recent 5500 of all ERISA plans
- Schedule of trust and plan trustees
- Sponsor financial statement if Applicant is a multiple employer, government, or quasi-governmental plan

NOTICE REGARDING COMPENSATION

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

FRAUD WARNINGS

ALABAMA, ARKANSAS, DISTRICT OF COLUMBIA, MARYLAND, NEW MEXICO, AND RHODE ISLAND: Any person who knowingly (or willfully in MD) presents a false or fraudulent claim for payment of a loss or benefit or who knowingly (or willfully in MD) presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

COLORADO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KENTUCKY, NEW JERSEY, NEW YORK, OHIO, AND PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. (In New York, the civil penalty is not to exceed five thousand dollars (\$5,000) and the stated value of the claim for each such violation.)

LOUISIANA, MAINE, TENNESSEE, VIRGINIA, AND WASHINGTON: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

OREGON: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

PUERTO RICO: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

SIGNATURE AND AUTHORIZATION

The undersigned Authorized Representative of the Applicant declares that to the best of his or her knowledge and belief, after reasonable inquiry, the statements set forth in this application for insurance, including any supplements or materials made part of this application, are true and complete and may be relied upon by Travelers. If any information in this application, or any supplements or materials submitted therewith, changes prior to the inception date of the policy that Travelers may issue to the Applicant, the Applicant will notify Travelers of such changes and Travelers may modify or

withdraw any outstanding quotation. Travelers is authorized to make any investigation or inquiry in connection with this application.

The signing of this application does not bind Travelers to offer, nor the Applicant to purchase, the insurance. If the policy is issued, it is agreed that this application, including any supplements or materials made part of this application, will have been relied upon by Travelers in issuing the policy, will be the basis of the insurance, and will be, in all states other than NC and UT, considered physically attached to, and part of, the policy.

Authorized Representative Signature*: X	Authorized Representative Name - Printed Mayor Ken Moore	Date (mm/dd/yyyy):
Producer Signature* (required in FL and IA) X	State Producer License No (required in FL): 723973	Date (mm/dd/yyyy):
Agency: Public Risk Insurors	Agency Contact: Laura Jungmichel	Agency Phone Number: 615-369-0646

* If you are electronically submitting this document, apply your electronic signature to this form by checking the Electronic Signature and Acceptance box below. By doing so, you agree that your use of a key pad, mouse, or other device to check the Electronic Signature and Acceptance box constitutes your signature, acceptance, and agreement as if actually signed by you in writing and has the same force and effect as a signature affixed by hand.

- ☐ Electronic Signature and Acceptance – Authorized Representative
☐ Electronic Signature and Acceptance – Producer



File #: 21-0469

DATE: July 17, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Mike Lowe, Comptroller
Margaret Wilson, Comptroller

SUBJECT:

*Consideration Of Resolution 2024-72, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Closed Employee Pension Plan And Other Post-Employment Benefits Actuarial Consulting Services For A Term Of Award (Purchasing Office Procurement Solicitation No. 2025-005)

PURPOSE:

The purpose of this resolution would be to authorize the use of the competitive sealed proposal procurement method for choosing the service provider for closed employee pension plan and other post-employment benefits actuarial consulting services for a term of award for the Finance Department.

BACKGROUND/STAFF COMMENTS:

Tennessee law and City ordinance both require the Board of Mayor and Aldermen to authorize use of the competitive sealed proposal procurement method for choosing suppliers and/or service providers whenever the Board determines that the use of competitive sealed bidding is either not practicable or not advantageous for the City.

For the planned procurement of closed employee pension plan and other post-employment benefits actuarial consulting services for a term of award, competitive sealed bidding is either not practicable or not advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

This procurement was last competitively sourced in 2018.

FINANCIAL IMPACT:

The financial impact of the procurement remains to be determined.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution No. 2024-72, a resolution authorizing the use of the competitive sealed proposal procurement method for choosing the service provider for closed employee pension plan and other post-employment benefits actuarial consulting services for a term of award.

RESOLUTION 2024-72

**A RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL
PROCUREMENT METHOD FOR CHOOSING THE SERVICE PROVIDER FOR CLOSED EMPLOYEE
PENSION PLAN AND OTHER POST-EMPLOYMENT BENEFITS ACTUARIAL CONSULTING SERVICES
FOR A TERM OF AWARD**

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1207 the City may use competitive sealed proposals rather than competitive sealed bids when the City adopts a process for the use of competitive sealed proposals and determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City; and

WHEREAS, the City passed Ordinance 2019-24 on August 13, 2019, authorizing the use of the competitive sealed proposal procurement method; and

WHEREAS, should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then City staff requests authority to use the competitive sealed proposal procurement method for determining which service provider to recommend for award of closed employee pension plan and other post-employment benefits actuarial consulting services for a term of award; and

WHEREAS, the Board of Mayor and Aldermen find that the use of the competitive sealed proposal procurement method is advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

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

Should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then the City is authorized to use the competitive sealed proposal procurement method pursuant to the standards set forth in Municipal Code § 5-504 for determining which service provider to recommend for award of closed employee pension plan and other post-employment benefits actuarial consulting services for a term of award because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
J. Blake Harper
Staff Attorney



City of Franklin

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

File #: 21-0527

DATE: July 30, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development

SUBJECT:

*Consideration Of Resolution 2024-76, A Resolution To Lease & Occupy A Portion Of The First Bank Building Located At 722 Columbia Avenue For The Interim City Hall And Authorizing The City Administrator To Enter Into A Lease Agreement

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-76.

BACKGROUND/STAFF COMMENTS:

The City of Franklin is undertaking the demolition of the existing City Hall building to make way for the redevelopment and construction of a new City Hall facility. The demolition and construction activities will necessitate the temporary relocation of City employees and City services to ensure the continuity of municipal operations and services. A temporary building that suits the City's needs has been located to lease at 722 Columbia Avenue. The City would like to authorize the City Administrator to negotiate and finalize agreements for the temporary location, including a full-service lease agreement and any modifications to the temporary space to meet the operational needs of City services. The temporary relocation would be effective from January 1, 2025 through June 30, 2027, with an option to continue the lease month to month until December 31, 2027.

FINANCIAL IMPACT:

The City of Franklin will occupy a portion of the First Bank building which is approximately 35,307 square feet at a rate of \$36/square foot annually, with an increase of 3% each subsequent year. This lease is projected to cost \$3.25 million for the 30-month construction period (January 2025 through June 2027). This is within the range estimated in the City Hall project budget. Furthermore, the lease includes facility operating costs such as utilities and janitorial services that will reduce the City's general fund by an estimate of \$1 million during the construction period. There are also repair expenses being incurred at the current City Hall that will also be avoided during construction, which will provide additional savings.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-76.

RESOLUTION 2024-76

A RESOLUTION TO LEASE AND OCCUPY A PORTION OF THE FIRSTBANK BUILDING LOCATED AT 722 COLUMBIA AVENUE FOR THE INTERIM CITY HALL AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT

WHEREAS, the City of Franklin is undertaking the demolition of the existing City Hall building to make way for the redevelopment and construction of a new City Hall facility; and

WHEREAS, the demolition and construction activities will necessitate the temporary relocation of City employees and City services to ensure the continuity of municipal operations and services; and

WHEREAS, it is necessary to identify and secure a suitable temporary location to accommodate the City's administrative functions and services during the redevelopment of our current City Hall on Franklin's historic square; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to occupy a portion of the FirstBank building located at 722 Columbia Avenue and authorize the City Administrator to enter into a full-service lease agreement not to exceed three (3) years at a rate of thirty-six (36) dollars a square foot with an annual inflation factor .

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

Section 1. The Board of Mayor and Aldermen authorize the temporary relocation of City Hall operations and services to a portion of the FirstBank building located at 722 Columbia Avenue. This location shall serve as the interim facility for City employees and the public during the redevelopment and construction period.

Section 2. The City of Franklin will occupy a portion of the FirstBank building which is approximately 35,307 square feet at a rate of \$36/square foot annually, with an increase of 3% each subsequent year.

Section 3. The temporary relocation will be effective from January 1, 2025, through June 30, 2027, with an option to continue the lease month to month until December 31, 2027. The City Administrator is authorized to extend this period as necessary, subject to the completion timeline of the new City Hall.

Section 4. The City Administrator is hereby authorized to negotiate and finalize agreements for the temporary location, including a triple net office lease and sublease agreement and any necessary modifications to the temporary space to meet the operational needs of City services.

Section 5. The City Administrator shall ensure that all residents, businesses, and relevant stakeholders are informed of the temporary relocation and any changes to City services or contact information. Notices will be posted on the City's website, social media channels, and in public spaces.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2024.

ATTEST:

By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney



File #: 21-0354

DATE: June 12, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

*Consideration Of Change Order 1 To COF Contract No. 2024-0195, With Garney Construction For The Emergency FRP Repair On Lewisburg Pike

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a change order for the emergency fiberglass reinforced pipe repair located on Lewisburg Pike.

BACKGROUND/STAFF COMMENTS:

On March 23, 2024, a resident notified the City that a sinkhole had formed on his property in an open field on Lewisburg Pike. After further inspection, it was determined that the sinkhole had formed inline with the 36" sanitary sewer transmission line (a reinforced fiberglass pipe manufactured by Hobas). Initial camera inspection by City staff revealed that the top of the pipe may have collapsed, creating the sinkhole. At their April 9th meeting, the Board authorized an emergency contract with Garney Construction for the repair of the sewer line. The initial contract was broad in scope because the extent of the damage was unknown until the trench was opened and the status of the pipe was discovered.

Since the work has proceeded, it has been determined that several changes are needed for the continuation of the work.

- Work Change Directive 1 includes the addition of bypass pumping connections to account for an unmarked communications vault (not marked by utility locaters) that was not seen until construction conditions uncovered it. The Directive also includes the relocation of the reclaimed line in appropriate stone (City is supplying the pipe) for proper containment from pressure changes. Garney also needed to perform additional potholing to determine the location of the reclaimed line to determine if it needed to be relocated (a tracer wire was not laid on the initial construction to locate the alignment), and a property land survey for the reconstruction of the resident's fencing upon completion of the project.
- Work Change Directive 2 includes the installation of a new concrete check dam to help redirect cross flow from groundwater that may disrupt the backfill and cause erosion. Check dams have been

installed on every emergency Hobas repair that has been performed, but the extent of what was needed was not known until trench conditions were observed.

- Work Change Directive 3 includes the cost of a new manhole that is the tie in manhole for the new pipe, SMH-17759. When this manhole was uncovered during the construction, it was observed that it suffered from severe corrosion at the bottom and around the barrel sections of the concrete, making a watertight seal impossible and causing significant leaning.

- Work Change Directive 4 includes additional CCTV work to assess additional pipe outside the scope to determine if any additional pipe collapses had occurred. Additional work will occur at a separate date. However, there was an immediate concern by the resident that another sinkhole was forming in the area upstream of this pipe repair. CCTV footage revealed, in this area, that the pipe remains intact.

FINANCIAL IMPACT:

The cost of this Change Order 1 with Garney Construction is for a cost decrease of \$135,876.65 to the overall approved project budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Change Order 1 to COF Contract No. 2024-0195.

CHANGE ORDER NO.: 1

Owner: **City of Franklin, TN** Date Issued: **7/9/2024**
Engineer: **City of Franklin**
Contractor: **Garney Construction**
Project Name: **Franklin FRP Pipe Failure Emergency Repair**
Owners Contract No.: **COF Contract No. 2024-0195**
Effective Date of Change Order: **N/A**

The Contract is modified as follows upon execution of this Change Order:

Attachment(s):

- **Work Change Directive #1**
- **Work Change Directive #2**
- **Work Change Directive #3**
- **Work Change Directive #4**

Description:

- **The original contract price that Garney provided was an estimate prior to actually knowing the extent of the damage and subsurface conditions. Once onsite and actual excavation began Garney was able to better fine tune the prices that were provided to the City. This resulted in a deduct to the original quote by \$253,049.40, which is included in the following change order.**
- **Work Change Directive #1, which includes and an Increase of \$40,554.03:**
 1. **Additional Electrofusion Coupling needed for bypass discharge due to existing communications line conflicts.**
 2. **Reclaimed Water Line relocation due to conflict with new sewer.**
 3. **Pothole Ex Reclaimed WL to determine extent of conflict**
 4. **PLS Easement Layout & Topo Survey**
- **Work Change Directive #2 – Concrete check dam addition with an increase of \$8,353.01**
- **Work Change Directive #3 – Additional 6' diameter manhole with an increase of \$66,376.18.**
- **Work Change Directive #4 – Additional CCTV data to view remaining upstream line, totaling approximately 1,456 LF for an increase of \$1,889.53.**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 1,447,292.64		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,447,292.64		Substantial Completion:	N/A
		Ready for final payment:	N/A
(Increase) (Decrease) this Change Order:		(Increase) (Decrease) this Change Order:	
\$ 135,876.65		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,311,415.99		Substantial Completion:	N/A
		Ready for final payment:	N/A

Recommended by Project Manager
 By: Patricia McNeese
 Title: Utilities Engineer II
 Date: 7/24/24

Recommended by Department Director
 By: William H. H. H.
 Title: Director Water Management
 Date: 7/24/24

Authorized by Owner
 By: _____
 Title: _____
 Date: _____

Contractor
 By: _____
 Title: _____
 Date: _____



CHANGE REQUEST NO: 1

RE: Multiple Misc.

DATE: 6/11/2024

CHANGE REQUEST FORM

PROJECT NAME: Franklin Emergency Repairs

OWNER: City of Franklin, TN

ENGINEER: N/A

GCI NO: 3443

COF NO: 2024-0195

NO:

ORIGINAL CONTRACT VALUE: \$ 1,447,292.64

FIELD DIRECTIVES TO DATE:

CHANGE ORDERS TO DATE: \$ (253,049.40)

THIS CHANGE REQUEST: \$ 40,554.03

REVISED CONTRACT VALUE: \$ 1,234,797.27

CONTRACT DAYS: N/A

OF FD'S TO DATE: 0

ADD. DAYS TO DATE: 0

DAYS REQUESTED: 0

REV. CONTRACT DAYS: 0

SUMMARY DESCRIPTION OF CHANGE REQUEST

The attached change order items have been compiled based on conflicts discovered in the field. Descriptions below:

1.a. Additional Electrofusion Coupling needed for bypass discharge due to existing communications line conflicts.

1.b. Reclaimed Water Line relocation due to conflict with new sewer.

1.c. Pothole Ex Reclaimed WL to determine extent of conflict

1.d. PLS Easement Layout & Topo Survey

In summary, total cost adjustments for all items referenced above for Change Order #1 results in a total cost adjustment of \$40,554.03

Pricing Summary

Bid Item No.	Description	Quantity	Unit	Unit Price	Total
CO #1	Bypass HDPE Coupling	1	LS	\$ 2,070.43	\$ 2,070.43
CO #1	Reclaimed Water Relocate	1	LS	\$ 34,561.64	\$ 34,561.64
CO #1	Pothole Ex Reclaimed WL	1	LS	\$ 2,003.61	\$ 2,003.61
CO #1	PLS Easement Layout and Topo Survey	1	LS	\$ 1,918.35	\$ 1,918.35
CO #1					\$ -
CO #1					\$ -
					\$ 40,554.03

Signature of Owner Representative Authorizing work

Date

Print

Signature of Garney Representative

6/11/2024

Date

Gage Terry

Print

CC: File - GCI

ATTACHMENTS:



COST WORKSHEET

Date: June 11, 2024
 PCO #: 1.a.
 Owner Name: City of Franklin, TN
 Owner Contract No. 2024-0195
 Garney Project No. 3443

Subject: Bypass Coupling
Description: New Electrofusion Coupling for Bypass

Time Extension:

LABOR						
Crew Description	Classification	Quantity	Composite Hourly Rate	Hours Each	Extension	Totals
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
Labor Subtotal						\$ -

EQUIPMENT						
Description	Quantity	FHWA Hourly Rate	Hours Each	Extension	Totals	
		\$ -		\$ -		
		\$ -		\$ -		
		\$ -		\$ -		
		\$ -		\$ -		
		\$ -		\$ -		
Equipment Subtotal						\$ -

SUBCONTRACTOR						
Description	Quantity	Unit	Unit Price	Extension	Totals	
Xylem - 24" IPS Electrofusion Coupling HDPE	1	EA	\$ 1,576.03	\$ 1,576.03		
Xylem - Freight	1	EA	\$ 366.67	\$ 366.67		
Subcontractor Subtotal						\$ 1,942.70

MATERIALS						
Description	Quantity	Unit	Unit Price	Tax	Extension	Totals
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
Material Subtotal						\$ -

SUMMARY							
Description	Quantity	Unit	Subtotal	Markup %	Markup Extension	Subtotal Plus Markup	Totals
LABOR	1	LS	\$ -	15%	\$ -	\$ -	
EQUIPMENT	1	LS	\$ -	15%	\$ -	\$ -	
SUBCONTRACTOR	1	LS	\$ 1,942.70	5%	\$ 97.14	\$ 2,039.84	
MATERIALS	1	LS	\$ -	5%	\$ -	\$ -	
Summary Subtotal							\$ 2,039.84

PCO Subtotal (Including Markup): \$ 2,039.84
 Bonds & Insurance Premium: \$ 30.60
TOTAL \$ 2,070.43



COST WORKSHEET

Date: June 11, 2024
 PCO #: 1b
 Owner Name: City of Franklin, TN
 Owner Contract No.: 2024-0195
 Garney Project No.: 3443

Subject: Reclaim Water Relocate
Description: Relocate reclaimed water line due to conflict with new sewer

Time Extension:

LABOR						
Crew Description	Classification	Quantity	Composite Hourly Rate	Hours Each	Extension	Totals
Rob Grant	Superintendent	1	\$ 160.00	20.0	\$ 3,200.00	
Skylar Dantes	Foreman (Job Foreman)	1	\$ 97.20	20.0	\$ 1,944.00	
Will Evans	Equipment Operator 1	1	\$ 87.40	20.0	\$ 1,748.00	
James Babb	Equipment Operator 2	1	\$ 82.40	20.0	\$ 1,648.00	
Brian Sehrrer	Pipelayer 1	1	\$ 73.80	20.0	\$ 1,476.00	
Max Carlton	Intern / Co-Op	1	\$ 63.00	20.0	\$ 1,260.00	
			\$ -		\$ -	
			\$ -		\$ -	
Labor Subtotal						\$ 11,276.00

EQUIPMENT						
Description	Quantity	FHWA Hourly Rate	Hours Each	Extension	Totals	
Caterpillar 335F LCR	1	\$ 191.54	20.0	\$ 3,830.84		
Deere 624L	1	\$ 90.14	20.0	\$ 1,802.86		
		\$ -		\$ -		
		\$ -		\$ -		
		\$ -		\$ -		
Equipment Subtotal						\$ 5,633.70

SUBCONTRACTOR						
Description	Quantity	Unit	Unit Price	Extension	Totals	
Shane Trucking - Haul Off	130.0	CY	\$ 31.00	\$ 4,030.00		
Shane Trucking - Tipping Fees	13.0	LD	\$ 80.00	\$ 1,040.00		
Subcontractor Subtotal						\$ 5,070.00

MATERIALS						
Description	Quantity	Unit	Unit Price	Tax	Extension	Totals
12" MJ Solid Sleeves	2	EA	\$ 311.00	\$ 30.32	\$ 682.65	
12" PVC Wedge Action Restraints	4	EA	\$ 141.00	\$ 13.75	\$ 618.99	
NBG Kits	4	EA	\$ 40.00	\$ 3.90	\$ 175.60	
#57 Stone for Pipe Envelope	208	TN	\$ 32.25	\$ 3.14	\$ 7,362.03	
				\$ -	\$ -	
Material Subtotal						\$ 8,839.27

SUMMARY							
Description	Quantity	Unit	Subtotal	Markup %	Markup Extension	Subtotal Plus Markup	Totals
LABOR	1	LS	\$ 11,276.00	15%	\$ 1,691.40	\$ 12,967.40	
EQUIPMENT	1	LS	\$ 5,633.70	15%	\$ 845.05	\$ 6,478.75	
SUBCONTRACTOR	1	LS	\$ 5,070.00	5%	\$ 253.50	\$ 5,323.50	
MATERIALS	1	LS	\$ 8,839.27	5%	\$ 441.96	\$ 9,281.23	
Summary Subtotal						\$ 34,050.88	

PCO Subtotal (Including Markup): \$ 34,050.88
 Bonds & Insurance Premium: \$ 510.76
TOTAL \$ 34,561.64



COST WORKSHEET

Date: June 11, 2024
 PCO #: 1c
 Owner Name: City of Franklin, TN
 Owner Contract No.: 2024-0195
 Garney Project No.: 3443

Subject: Pothole Ex Reclaimed Water Line
Description: Subcontractor Potholing of Ex Reclaimed Water Line to determine extent of conflict.

Time Extension:

LABOR						
Crew Description	Classification	Quantity	Composite Hourly Rate	Hours Each	Extension	Totals
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
Labor Subtotal						\$ -

EQUIPMENT						
Description	Quantity	FWA Hourly Rate	Hours Each	Extension	Totals	
		\$ -		\$ -		
		\$ -		\$ -		
		\$ -		\$ -		
		\$ -		\$ -		
		\$ -		\$ -		
Equipment Subtotal						\$ -

SUBCONTRACTOR						
Description	Quantity	Unit	Unit Price	Extension	Totals	
Badger Hydrovac	8.0	HR	\$ 235.00	\$ 1,880.00		
					\$ -	
Subcontractor Subtotal						\$ 1,880.00

MATERIALS						
Description	Quantity	Unit	Unit Price	Tax	Extension	Totals
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
Material Subtotal						\$ -

SUMMARY							
Description	Quantity	Unit	Subtotal	Markup %	Markup Extension	Subtotal Plus Markup	Totals
LABOR	1	LS	\$ -	15%	\$ -	\$ -	
EQUIPMENT	1	LS	\$ -	15%	\$ -	\$ -	
SUBCONTRACTOR	1	LS	\$ 1,880.00	5%	\$ 94.00	\$ 1,974.00	
MATERIALS	1	LS	\$ -	5%	\$ -	\$ -	
Summary Subtotal							\$ 1,974.00

PCO Subtotal (Including Markup): \$ 1,974.00
 Bonds & Insurance Premium: \$ 29.61
TOTAL \$ 2,003.61



COST WORKSHEET

Date:	June 11, 2024
PCO #:	1d
Owner Name:	City of Franklin, TN
Owner Contract No.:	2024-0195
Garney Project No.:	3443

Subject: PLS Easement Layout & Topo Survey
Description: Survey & Layout of easement, fencing and ex ground conditions for restoration

Time Extension:

LABOR						
Crew Description	Classification	Quantity	Composite Hourly Rate	Hours Each	Extension	Totals
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
Labor Subtotal						\$ -

EQUIPMENT						
Description	Quantity	FHWA Hourly Rate	Hours Each	Extension	Totals	
		\$ -		\$ -		
		\$ -		\$ -		
		\$ -		\$ -		
		\$ -		\$ -		
		\$ -		\$ -		
Equipment Subtotal						\$ -

SUBCONTRACTOR						
Description	Quantity	Unit	Unit Price	Extension	Totals	
Scott Williams Surveying	1.0	LS	\$ 1,800.00	\$ 1,800.00		
Subcontractor Subtotal						\$ 1,800.00

MATERIALS						
Description	Quantity	Unit	Unit Price	Tax	Extension	Totals
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
Material Subtotal						\$ -

SUMMARY							
Description	Quantity	Unit	Subtotal	Markup %	Markup Extension	Subtotal Plus Markup	Totals
LABOR	1	LS	\$ -	15%	\$ -	\$ -	
EQUIPMENT	1	LS	\$ -	15%	\$ -	\$ -	
SUBCONTRACTOR	1	LS	\$ 1,800.00	5%	\$ 90.00	\$ 1,890.00	
MATERIALS	1	LS	\$ -	5%	\$ -	\$ -	
Summary Subtotal							\$ 1,890.00

PCO Subtotal (Including Markup):	\$ 1,890.00
Bonds & Insurance Premium:	\$ 28.35
TOTAL	\$ 1,918.35



CHANGE REQUEST NO: 2

RE: Concrete Check Dam

DATE: 5/30/2024

CHANGE REQUEST FORM

PROJECT NAME: Franklin Emergency Repairs
OWNER: City of Franklin, TN
ENGINEER: N/A

GCI NO: 3443

NO: 2024-0195

NO:

ORIGINAL CONTRACT VALUE: \$ 1,447,292.64
FIELD DIRECTIVES TO DATE: \$ 40,554.03
CHANGE ORDERS TO DATE: \$ (253,049.40)
THIS CHANGE REQUEST: \$ 8,353.01
REVISED CONTRACT VALUE: \$ 1,243,150.28

CONTRACT DAYS: N/A
OF FD'S TO DATE: 0
ADD. DAYS TO DATE: 0
DAYS REQUESTED: 0
REV. CONTRACT DAYS: 0

SUMMARY DESCRIPTION OF CHANGE REQUEST

Concrete Check Dam on new 36" sewer as directed by Mr. Tom Lamb. Width of pipe trench, 8' above pipe, 1' below pipe for a length of 5'.

Pricing Summary

Bid Item NO.	Description	Quantity	Unit	Unit Price	Total
N/A	Concrete Check Dam	1	LS	\$ 8,353.01	\$ 8,353.01
					\$ -
					\$ -
					\$ 8,353.01

Signature of Owner Representative Authorizing work

Date

Print

Signature of Garney Representative

Date

Print

CC: File - GCI

ATTACHMENTS:



COST WORKSHEET

Date: May 30, 2024
 PCO #: 2
 Owner Name: City of Franklin, TN
 Owner Contract No. 2024-0195
 Garney Project No. 3443

Subject: Concrete Check Dam
Description: Shore, form, and pour concrete check dam as directed

Time Extension:

LABOR						
Crew Description	Classification	Quantity	Composite Hourly Rate	Hours Each	Extension	Totals
Rob Grant	Superintendent	1	\$ 160.00	3.0	\$ 480.00	
Skylar Dantes	Foreman (Job Foreman)	1	\$ 97.20	3.0	\$ 291.60	
Will Evans	Equipment Operator 1	1	\$ 87.40	3.0	\$ 262.20	
James Babb	Equipment Operator 2	1	\$ 82.40	3.0	\$ 247.20	
Greg Brown	Pipelayer 1	1	\$ 73.80	3.0	\$ 221.40	
Brian Seherer	Pipelayer 1	1	\$ 73.80	3.0	\$ 221.40	
Max Carlton	Intern / Co-Op	1	\$ 63.00	3.0	\$ 189.00	
			\$ -		\$ -	
Labor Subtotal						\$ 1,912.80

EQUIPMENT						
Description	Quantity	FHWA Hourly Rate	Hours Each	Extension	Totals	
Caterpillar 374F L	1	\$ 304.15	3.0	\$ 912.46		
Caterpillar 349F	1	\$ 245.66	3.0	\$ 736.99		
Deere 624L	1	\$ 90.14	3.0	\$ 270.43		
		\$ -		\$ -		
		Equipment Subtotal			\$ 1,919.87	

MATERIALS						
Description	Quantity	Unit	Unit Price	Tax	Extension	Totals
3000 PSI Concrete	20	CY	\$ 140.00	\$ -	\$ 2,800.00	
1 CY Rock Bags	24	EA	\$ 35.00	\$ -	\$ 840.00	
				\$ -	\$ -	
Material Subtotal						\$ 3,640.00

SUMMARY							
Description	Quantity	Unit	Subtotal	Markup %	Markup Extension	Subtotal Plus Markup	Totals
LABOR	1	LS	\$ 1,912.80	15%	\$ 286.92	\$ 2,199.72	
EQUIPMENT	1	LS	\$ 1,919.87	15%	\$ 287.98	\$ 2,207.85	
SUBCONTRACTOR	1	LS	\$ -	5%	\$ -	\$ -	
MATERIALS	1	LS	\$ 3,640.00	5%	\$ 182.00	\$ 3,822.00	
Summary Subtotal							\$ 8,229.57

PCO Subtotal (Including Markup): **\$ 8,229.57**
 Bonds & Insurance Premium: **\$ 123.44**
TOTAL \$ 8,353.01



CHANGE REQUEST NO: 3

RE: Replacement Manhole

DATE: 6/10/2024

CHANGE REQUEST FORM

PROJECT NAME: Franklin Emergency Repairs
OWNER: City of Franklin, TN
ENGINEER: N/A

GCI NO: 3443

COF NO: 2024-0195

NO:

ORIGINAL CONTRACT VALUE: \$ 1,447,292.64
FIELD DIRECTIVES TO DATE: \$ 48,907.04
CHANGE ORDERS TO DATE: \$ (253,049.40)
THIS CHANGE REQUEST: \$ 66,376.18
REVISED CONTRACT VALUE: \$ 1,309,526.46

CONTRACT DAYS: N/A
OF FD'S TO DATE: 0
ADD. DAYS TO DATE: 0
DAYS REQUESTED: 0
REV. CONTRACT DAYS: 0

SUMMARY DESCRIPTION OF CHANGE REQUEST

Existing manhole 17759 was exposed on Friday, 6/7/24 and will require to be replaced. Garney proposes to utilize established unit pricing for a new 6' Ø manhole under Bid Item No. 3, which results in a total cost adjustment of \$66,376.18.

Please advise at earliest convenience but no later than EOD Tuesday, 6/11/24, if this is acceptable. Manhole boots were ordered last week for the new manhole and are anticipated to arrive on 6/11/24. Tentative upon approval of this change and boot arrival, precast pour date will be either Tuesday, 6/11/24, or Wednesday, 6/12/24.

Pricing Summary

Bid Item NO.	Description	Quantity	Unit	Unit Price	Total
3	Install New Manhole - 72" Diameter	1	EA	\$ 66,376.18	\$ 66,376.18
					\$ -
					\$ -
					\$ 66,376.18

Signature of Owner Representative Authorizing work

Date

Print

Signature of Garney Representative

Date

Gage Terry

Print

CC: File - GCI

ATTACHMENTS: Precast Manhole Shop Drawing



Date: 6/10/24

Garney Companies, Inc.
1700 Swift Street
North Kansas City, MO 64116

Project #: 24-2535
Project: Franklin Emergency Repairs

We are sending you attached:

- ☐ Submittal details-file copy only
- ☒ Submittal details for approval

To ensure quality service, and to aid you with your desired work schedule please return this submittal package with any comments/corrections in a timely fashion so that we can begin the production and management of your project.

☐ Submittal details for production prior to engineer's approval

- Request of production prior to engineer's approval requires contractor/customer to accept purchase and delivery without exception.
- Your approval verification below must be returned to Infrastructure Precast, Inc. before production can be scheduled (see below)

I, _____, understand that I am instructing Infrastructure Precast, Inc. to proceed with production without the Engineer's submittal approval; therefore, I agree that all financial responsibility rests with me regardless of any changes made by the Engineer that may occur after the fact.

Signature: _____ Date: _____

☐ Detailed submittal drawings for non-standard structures

For all non-standard items a detailed submittal drawing is created and must be reviewed by the contractor and the Project Engineer to ensure accuracy before Infrastructure Precast, Inc. can produce any non-standard structure.

COPIES	DATE	DESCRIPTION
1 via email	6/10/24	Submittal drawings for review and approval.

The above items are transmitted for your review and approval. Please contact your project manager with any questions.

Project Manager: Todd Roberts
Phone – (270) 222-0132
Email – troberts@icastinc.com

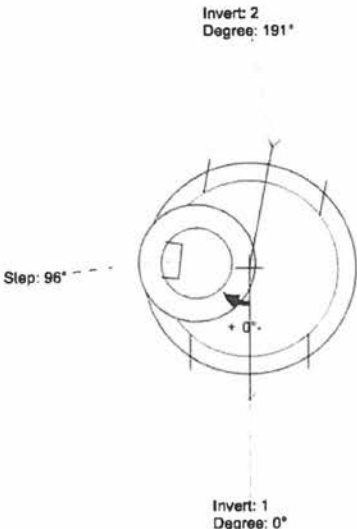


Work Order Submittals (Sanitary)

Job Name: 24-2535 Franklin Emergency Repairs		PC	
Job Location:		TECH: J. Coppage	
Contractor: Garney Companies, INC.		Plant: Beaver Dam	

Structure ID: MH F-10		Rim: 627.85' 628.14	Sump: 1.94"	Overall Height: 22.75'
Spec: Sanitary-Xypex		Invert: 605.9' 605.19	Floor (Top): 605.738' 605.028	Slack: 0.34"
Type: Manhole		Rim to Invert: 21.95' 22.95	Floor Height: 8"	
Size: 60"				

Structure Notes:
(7" Tall Casting By Others)



STRUCTURE SUMMARY:

P7) 24" - CASTING HEIGHT - 7" 0 lb
P6) 24" - XYPEX GRADE RING - 5" 349 lb
P5) 60" - XYPEX MH FLAT TOP w/24" ECC Hole - 13" 2794 lb
P4) 60" - MH RISER w/XYPEX - 36" 3888 lb
P3) 60" - MH RISER w/XYPEX - 72" 7775 lb
P2) 60" - MH RISER w/XYPEX - 72" 7775 lb
P1) 60" - MH BASE w/XYPEX - 60" 9307 lb
1) JOINT WRAP - 0.065"x6"x50' CONSEAL CS212 0 lb
1) JOINT WRAP PRIMER - CONSEAL CS-75 (1 gal.) 0 lb
4) 60" - DBL 1"x14.5' Butyl (3x) - CS-231 0 lb
2) A-Lok - 1235 2 lb
20) MH Step - 12" 0 lb

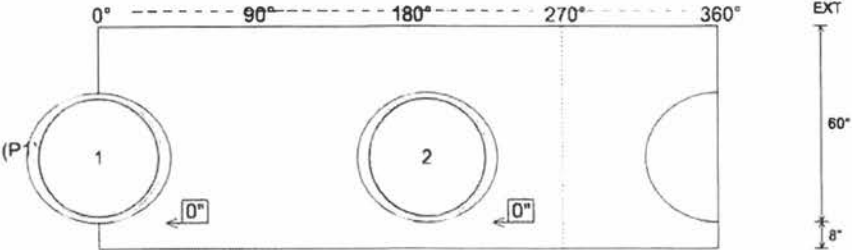
Structure Total: 31891 lb

Position	Elev	Angle	Ext. (cw)	Pipe	Hole	Connector	Up ()	Ref
Rim	627.85'							
Reducer	605.19							
Invert 1	605.9'	0°	0"	36" DI	39.88"	A-Lok 1235	0°	P1
Invert 2	605.9'	191°	120.009"	36" DI	39.88"	A-Lok 1235	0°	P1
Invert 3	605.19							
Invert 4								
Invert 5								
Invert 6								
Invert 7								
Invert 8								

24" - CASTING HEIGHT - 7" - (P7)
24" - XYPEX GRADE RING - 5" - (P6)
60" - XYPEX MH FLAT TOP w/24" ECC Hole - 13" - (P5)
60" - MH RISER w/XYPEX - ~~36"~~ 48" - (P4)
60" - MH RISER w/XYPEX - 72" - (P3)
60" - MH RISER w/XYPEX - 72" - (P2)
60" - MH BASE w/XYPEX - 60" - (P1)



Cast (Int. Dim.) - Interior Dimensions



Submittal Drawing 6/10/2024 1:57:20 PM	SUBMITTAL APPROVED BY:
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Accessories (Typical)



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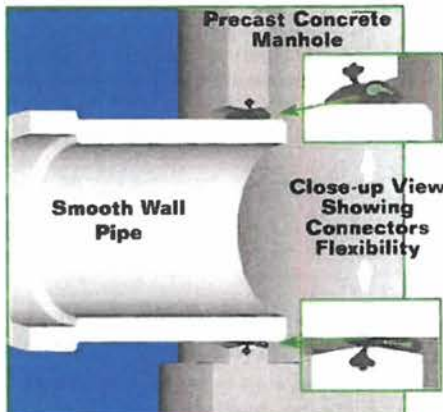


THE NEXT LEVEL OF FLEXIBLE CONNECTORS

A-LOK® PREMIUM™ ASTM C-923 APPLICATION

● A-LOK® PREMIUM™

Designed to produce a guaranteed watertight seal between pipe and concrete, the A-LOK® Premium™ flexible pipe-to-manhole connector provides maximum performance on the job site. Its unique design not only saves valuable project time, but also ensures longevity and offers unsurpassed environmental benefits.



Cast in A-LOK® Premium™ Connector.
For all types of smooth wall pipe.

A-LOK® Premium™ connectors prevent infiltration and ex-filtration into wastewater or stormwater systems, and are installed in the precast structure in a way that does not require coring or placement after the base component is cast. This eliminates residual waste from coring, disposal of the slugs or wasted raw material utilization or energy. Once cast-in, the connector becomes an integral component of the structure wall.

A-LOK® Premium™ has demonstrated in tests that it will meet and exceed 13 psi of hydrostatic water pressure.

● MATERIAL

Extruded from compounds formulated for wastewater applications and engineered to conform to the requirements of section 4.1.1 of ASTM C-923, the standard rubber connector is available in alternative compounds upon request. Contact an A-LOK® representative regarding special applications, such as the presence of hydrocarbons.

● KEY ADVANTAGES

The external appearance of the A-LOK® Premium™ connector appears to be a standard connector, but under differential loading or pipe deflection it will instantaneously react and redistribute its visco-elastic dynamic core material to maintain its circumferential sealing pressure. This visco-elasticity behavior is made possible by introducing a blend of environmentally friendly fibers, binders, polymers and congealing agents into the connector core which provides a controllable and dynamic viscous fluid within the connector. In most installations, this material will remain equally distributed throughout the core of the connector provided proper pipe bedding practices have taken place. In the event that short-term or long-term settlement of the pipe begins to occur, the core

● KEY ADVANTAGES (Continued)

material will react by redistributing and equalizing the blended materials to maintain its proper sealing compression.

A specific combination of fibers and congealing agents have been selected to prevent the escape or loss of material through absorption or from minor punctures or tears that could occur during the initial coupling of the connector and during its service life.

Benefits and advantages include:

1. Functioning on pure compression, the A-LOK® Premium™ allows for fast and easy field installation. After the pipe is beveled and the connector and pipe are cleaned and lubricated, the pipe is simply centered in the connector and inserted. Backfilling can be done immediately, thus enhancing project safety and overcoming the typical problems of water, running sand and other unstable trench conditions.
2. Efficient geometry of the profile lowers the coupling force required to insert the pipe into both radius and flat wall connector designs. Lower coupling force translates into quicker and easier installation.
3. Increased nominal pipe diameter tolerance over conventional compression connector designs while still maintaining up to 10 degrees of omnidirectional axial deflection.
4. Dynamic self-sealing core material can compensate for changes in dimensions and physical eccentricity.
5. Available in a range of sizes from 12" through 90" utilizing existing A-LOK® mandrels.
6. Backed by our standard A-LOK Watertight Guarantee.
7. Like other A-LOK® connectors on larger-diameter pipe where size prohibits a gasket from being installed in a flat plane, the A-LOK® Premium can be configured for casting in a curve with the connector staying perpendicular to the center line of the pipe. Discovered through years of extensive research and development, this configuration causes no loss of compression or deflection.

● PRODUCT REFERENCES

A.) ASTM C-923

Resilient Connector Between Reinforced Concrete Manholes Structures, Pipe and Laterals.

B.) ASTM C-1244

Standard Test Method For Concrete Sewer Manholes by the Negative Air Pressure (Vacuum) Test

C.) ASTM C-478

Standard Specification for Precast Reinforced Concrete Manhole Sections

● PERFORMANCE STANDARD

The A•LOK® Premium™ connector is guaranteed to meet or exceed all material and test requirements outlined in ASTM C-923 "Resilient Connectors Between Reinforced Concrete Manhole Structures and Laterals".

Extruded from compounds formulated for wastewater applications, the rubber connector is engineered to conform to the requirements of ASTM C-923. Alternative compounds are available upon special request.

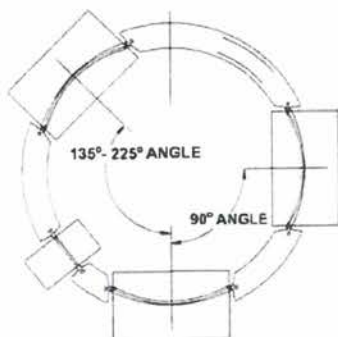
RESILIENT TEST REQUIREMENTS OF A.S.T.M. C-923

TEST	RESULTS	ASTM METHOD
Chemical resistance 1 N Sulfuric acid 1 N Hydrochloric Acid	no weight loss no weight loss	at 22°C for 48h
Tensile strength	1200 psi or 8.5 MPa, min	D 412
Elongation at break	350% min.	
Hardness	±5 from mfg's. specified hardness	D 2240 (Shore A durometer)
Accelerated oven-aging	decr. of 15%, max. of original tensile strength, decr. of 20% max. of elongation	D 573, 70±1°C for 7 days
Compression set	decr. of 25%, max. of original deflection	D 395, Method B, at 70°C for 22h
Water absorption	increase of 10%, max. of original by weight	D 471, immerse 0.75 by 2-in. or 19 by 25-mm Specimen in distilled water at 70°C for 48h
Ozone resistance	rating 0	D 1171
Low-temp brittle point	no fracture at -40°C	D 746
Tear resistance	200 lb/in. or 34 kN/m	D 624, Method B

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● DIMENSIONAL DATA

Maximum Pipe O.D. Based on Manhole Diameter and Pipe Angles Using A•LOK® Premium™ Connectors.



Min. distance between pipes is approx. 1/2 the smallest pipe OD

MAX. PIPE SIZE OD's

Manhole Diameter	135° - 225° Pipe Angle	90° Pipe Angle
42"	26.5"	22.0"
48"	31.5"	25.0"
60"	42.0"	32.0"
72"	52.5"	38.0"
84"	59.5"	44.0"
96"	73.5"	50.0"
108"	76.0"	56.0"
120"	87.5"	62.0"

● PRODUCT SPECIFICATIONS

A flexible pipe to manhole connector shall be used whenever a pipe penetrates into a precast concrete manhole or structure. The connector shall be The A•LOK® Premium™ Connector as manufactured by A•LOK Products, Inc., Tullytown, PA or approved equal.

The design of the connector shall provide a flexible, watertight seal between the pipe and concrete structure. The connector shall assure that a seal is made between:

1. The connector and the structure wall by casting the connector integrally with the structure wall during the manufacturing process in a manner that it will not pull out during pipe coupling. The connector shall also be capable of being cast into a round structure by curving the connector in a manner that allows it to remain centrally located within the structure wall and perpendicular to the pipe. This configuration will result in no loss of seal or deflection of pipe entering a concrete structure.

2. The seal between the connector and the pipe shall be made by the compression of the connector between the outside circumference of the factory installed smooth oversleeve of a corrugated pipe or the smooth surface of a traditional pipe and the interior hole opening of the structure. The connector shall be the only component to affect the seal between the pipe and structure.

The connector shall be made from materials that conform to the physical and Section 4, "Materials and Manufacture" of ASTM C-923 Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures and Laterals", and the overall design will meet or exceed Section 7, "Test Methods and Requirements" of ASTM C-923. This connector shall be sized specifically for the type of pipe being used and shall be installed in accordance with the recommendations of the manufacturer.

INSTALLATION INSTRUCTIONS

Experience has shown that successful performance of this product depends on proper plant installation, as well as the backfill and the care in the field installation of the manhole or wastewater structure and connecting pipes.

STEP 1:

Confirm that the pipe surface is smooth, clean and free of foreign materials, chips, gouges and form seams due to manufacturing or handling. Slightly bevel any sharp or blunt edges caused by the cutting of the pipe.

STEP 2:

Lubricate the connector and the entire section of the pipe that will be inserted into the connector. The chart below lists A•LOK's minimum lubrication length "L".

PIPE SIZE	MIN. LUBRICATION LENGTH "L"
8" - 15"	12"
16" - 18"	18"
21" & larger	24"

STEP 3:

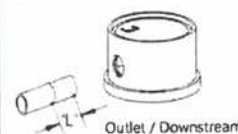
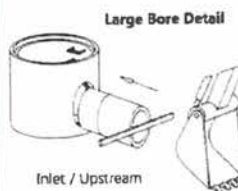
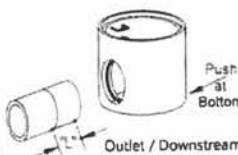
Center the pipe and connector square to each other and insert the pipe into the connector using a bar or back hoe depending on the size. Once the pipe is coupled with the connector, deflect the structure or pipe to achieve the proper angle.

NOTE:

To find approximate subgrade, measure from the outside base of the structure to the junction of the connector and flat spot. Then add the wall thickness of the pipe plus 1/4 inch.

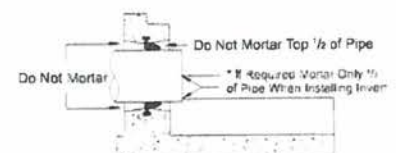
WARNING:

To ensure the A•LOK® Premium™ Connector remains a flexible watertight connector, it is A•LOK Products, Inc. strong recommendation that no mortar be placed between the pipe and wall of the concrete structure. The use of mortar in this area would decrease the effectiveness of the connector to compensate for shear caused by settlement or ground movement.



CAUTION:

When installing pipe stubs for future pipeline installation, all stubs must be properly restrained to prevent any movement by means other than the A•LOK® Premium™ Connector.





The Company With Connections®

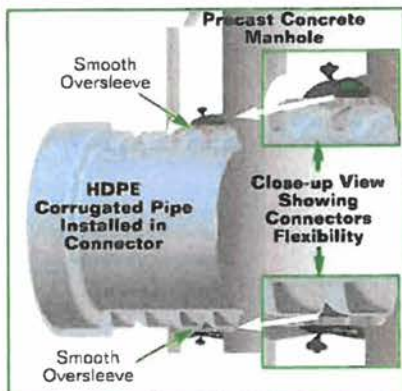


THE NEXT LEVEL OF FLEXIBLE CONNECTORS

A-LOK® PREMIUM™ ASTM F-2510 APPLICATION

● A-LOK® PREMIUM™

The A-LOK® Premium™ is a flexible compression connector designed to be integrated into a watertight system based on ASTM F-2510. When used with a corrugated pipe with a factory installed smooth oversleeve or with a smooth wall pipe, the A-LOK® Premium™ will provide a guaranteed watertight seal between the pipe and the wall of a concrete structure. Its unique design not only provides maximum performance but saves valuable project time, extends the longevity of the structures and reduces the projects overall environmental impact.



A-LOK® Premium™ Connector making a watertight connection with HDPE Corrugated Pipe using a factory installed smooth oversleeve.

A-LOK® Premium™ connectors prevent infiltration and ex-filtration about the pipe interface in wastewater or stormwater systems. They are installed in the structure in a way that does not require coring or placement as a secondary operation. This eliminates residual waste from coring, the disposal of the slugs, inefficient raw material utilization and excess energy use. Once cast-in, the connector becomes an integral component of the structure's wall.

● MATERIAL

The connectors are extruded from rubber compounds that are formulated for wastewater applications and engineered to conform to the requirements of ASTM F-2510. The A-LOK® Premium™ connector is also available in alternative rubber compounds upon request. Please contact an A-LOK® representative regarding additional benefits and special applications, such as the presence of hydrocarbons.

● DEFLECTION PERFORMANCE

Axial Deflection of Pipe (Angular) - 10 degrees

Outside Diameter of Pipe Deflection from Loading: 5% in accordance to ASTM F-2510

● KEY ADVANTAGES

The external appearance of the A-LOK® Premium™ connectors appear to be a standard connector, but under differential loading or pipe deflection it will instantaneously react and redistribute its visco-elastic dynamic core material to maintain its circumferential sealing pressure. This visco-elasticity behavior is made possible by introducing a blend of environmentally friendly fibers, binders, polymers and congealing agents into the connector core which provides a controllable and dynamic viscous fluid within the connector. In most installations, this material will

● KEY ADVANTAGES (Continued)

remain equally distributed throughout the core of the connector provided proper pipe bedding practices have taken place. In the event that short-term or long-term deflection of the pipe begins to occur, the core material will react by redistributing and equalizing the blended materials to maintain its proper sealing compression.

A specific combination of fibers and congealing agents have been selected to prevent the escape or loss of material through absorption or from minor punctures or tears that could occur during the initial coupling of the connector and during its service life.

A-LOK® Premium™ has successfully been tested to ASTM F-2510 deflection requirements of 5% without loss of seal.

Benefits and advantages include:

1. Functioning on pure compression, the A-LOK® Premium™ allows for fast and easy field installation. After the pipe is beveled and the connector and pipe are cleaned and lubricated, the pipe is simply centered in the connector and inserted. Backfilling can be done immediately, thus enhancing project safety and overcoming the typical problems of water, running sand and other unstable trench conditions.
2. Efficient geometry of the profile lowers the coupling force required to insert the pipe into both radius and flat wall connector designs. Lower coupling force translates into quicker and easier installation.
3. Increased nominal pipe diameter tolerance over conventional compression connector designs while still maintaining up to 10 degrees of omnidirectional axial deflection.
4. Connector can meet the 5% deflection requirements of ASTM F-2510 without loss of seal or compression. Dynamic self-sealing core material can compensate for changes in dimensions and physical eccentricity.
5. Available in a range of sizes from 12" through 90" utilizing existing A-LOK® mandrels.
6. Backed by standard A-LOK Watertight Guarantee.
7. Like other A-LOK® connectors on larger-diameter pipe where size prohibits a gasket from being installed in a flat plane, the A-LOK® Premium can be configured for casting in a curve with the connector staying perpendicular to the center line of the pipe. Discovered through years of extensive research and development, this configuration causes no loss of compression or deflection.

● PRODUCT REFERENCES

- A.) **ASTM F-2510** – Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures and corrugated High Density Polyethylene Pipes.
- B.) **ASTM C-478** – Standard Specification for Precast Reinforced Concrete Manhole Sections.
- C.) **ASTM C-913** – Standard Specification for Precast Concrete Water and Wastewater Structures.

● PERFORMANCE STANDARD

The A•LOK® Premium™ connector is guaranteed to meet or exceeds all material and test requirements outlined in ASTM F-2510 "Resilient Connectors Between Reinforced Concrete Manhole Structures and Corrugated High Density Polyethylene Drainage Pipes".

Extruded from compounds formulated for wastewater applications, the rubber connector is engineered to conform to the requirements of ASTM F-2510. Alternative compounds are available upon special request.

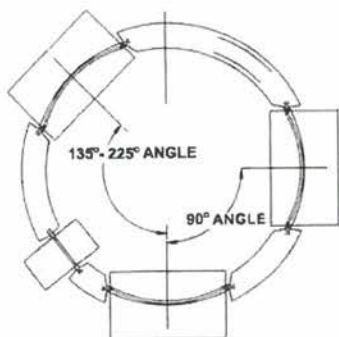
RESILIENT TEST REQUIREMENTS OF A.S.T.M. F-2510

TEST	RESULTS
Original Properties	
Tensile strength, min, psi (MPa)	1200 psi (8.3)
Elongation min, %	325
Hardness Type A durometer	40 to 60
Low-temperature hardness, Type A durometer, max increase, points	15
Compression set, max %	25
Ozone resistance	No cracks
Low Temperature Brittle Point	No Fractures -40°F (-40°C)
Tear Resistance lbf/in (kN/m), Die B	200 (34)
Accelerated Aging (Air Oven Test):	
Decrease in tensile strength, max % of original	15
Decrease in elongation, max % of original	20
Hardness, Type A durometer, max increase, points	8
After Water Immersion:	
Change in volume max %	5

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● DIMENSIONAL DATA

Maximum Pipe O.D. Based on Manhole Diameter and Pipe Angles Using A•LOK® Premium™ Connectors.



Min. distance between pipes is approx. 1/2 the smallest pipe OD

MAX. PIPE SIZE OD's

Manhole Diameter	135° - 225° Pipe Angle	90° Pipe Angle
42"	26.5"	22.0"
48"	31.5"	25.0"
60"	42.0"	32.0"
72"	52.5"	38.0"
84"	59.5"	44.0"
96"	73.5"	50.0"
108"	76.0"	56.0"
120"	87.5"	62.0"

● PRODUCT SPECIFICATIONS

A flexible pipe to manhole connector shall be used whenever a pipe penetrates into a precast concrete manhole or structure. The connector shall be The A•LOK® Premium™ Connector as manufactured by A•LOK Products, Inc., Tullytown, PA or approved equal.

The design of the connector shall provide a flexible, watertight seal between the pipe and concrete structure. The connector shall assure that a seal is made between:

1. The connector and the structure wall by casting the connector integrally with the structure wall during the manufacturing process in a manner that it will not pull out during pipe coupling. The connector shall also be capable of being cast into a round structure by curving the connector in a manner that allows it to remain centrally located within the structure wall and perpendicular to the pipe. This configuration will result in no loss of seal or deflection of pipe entering a concrete structure.

2. The seal between the connector and the pipe shall be made by the compression of the connector between the outside circumference of the factory installed smooth oversleeve of a corrugated pipe or the smooth surface of a traditional pipe and the interior hole opening of the structure. The connector shall be the only component to affect the seal between the pipe and structure.

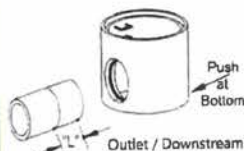
The connector shall be made from materials that conform to the physical and Section 4, "Materials and Manufacture" of ASTM F-2510 Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures and Corrugated High Density Polyethylene Drainage Pipes", and the overall design will meet or exceed Section 7, "Test Methods and Requirements" of ASTM F-2510. This connector shall be sized specifically for the type of pipe being used and shall be installed in accordance with the recommendations of the manufacturer.

INSTALLATION INSTRUCTIONS

Experience has shown that successful performance of this product depends on proper plant installation, as well as the backfill and the care in the field installation of the manhole or wastewater structure and connecting pipes.

STEP 1:

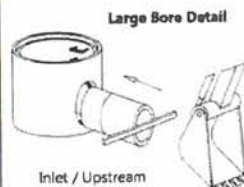
Confirm that the pipe surface is smooth, clean and free of foreign materials, chips, gouges and form seams due to manufacturing or handling. Slightly bevel any sharp or blunt edges caused by the cutting of the pipe.



STEP 2:

Lubricate the connector and the entire section of the pipe that will be inserted into the connector. The chart below lists A•LOK's minimum lubrication length "L".

PIPE SIZE	MIN. LUBRICATION LENGTH "L"
6" - 15"	12"
16" - 18"	18"
21" & larger	24"

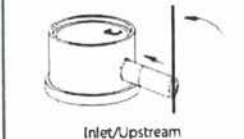


STEP 3:

Center the pipe and connector square to each other and insert the pipe into the connector using a bar or back hoe depending on the size. Once the pipe is coupled with the connector, deflect the structure or pipe to achieve the proper angle.



Small Bore Detail

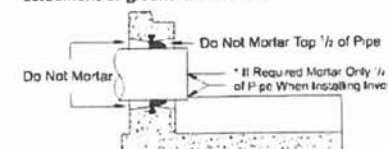


NOTE:

To find approximate subgrade, measure from the outside base of the structure to the junction of the connector and flat spot. Then add the wall thickness of the pipe plus 1/4 inch.

WARNING

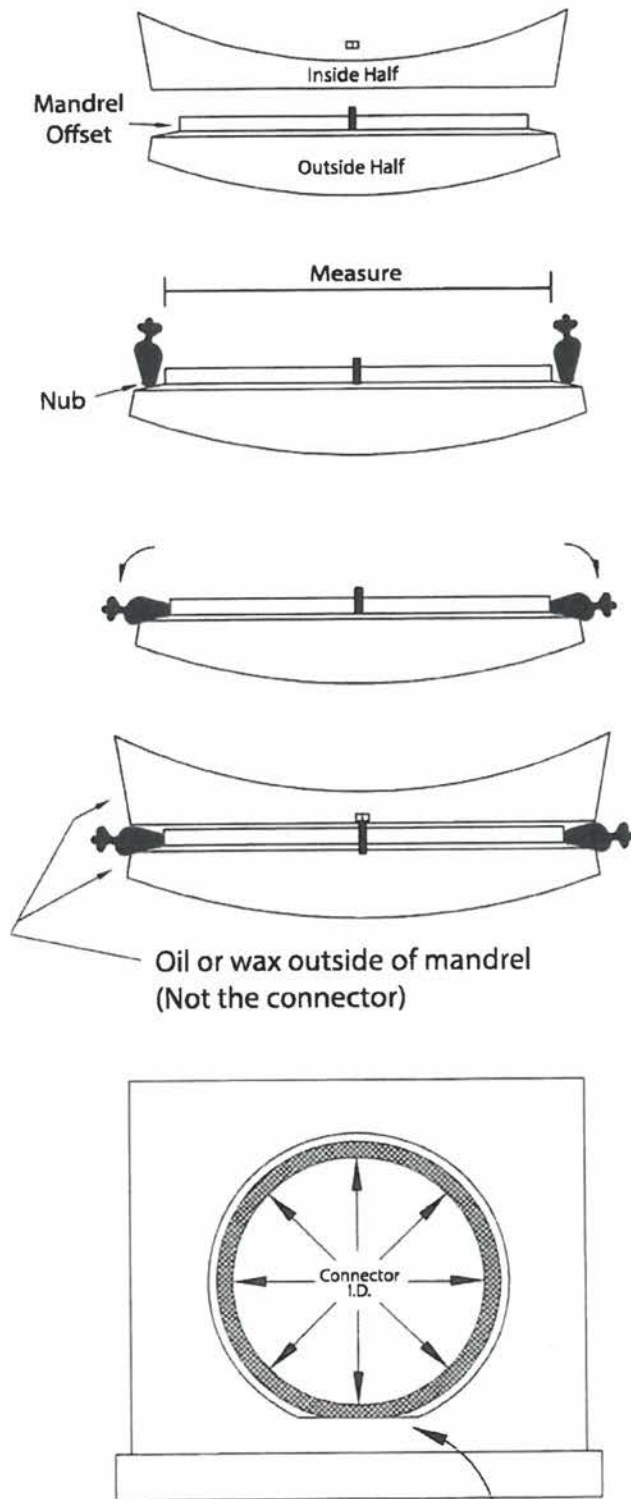
To ensure the A•LOK® Premium™ Connector remains a flexible watertight connector, it is A•LOK Products, Inc. strong recommendation that no mortar be placed between the pipe and wall of the concrete structure. The use of mortar in this area would decrease the effectiveness of the connector to compensate for shear caused by settlement or ground movement.



CAUTION:

When installing pipe stubs for future pipeline installation, all stubs must be properly restrained to prevent any movement by means other than the A•LOK® Premium™ Connector.

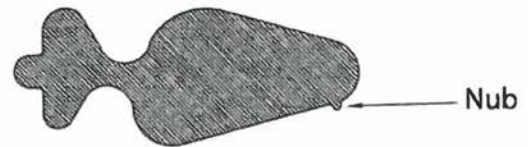
Mandrel Mounting Instructions for **A-LOK** Premium Connectors PRODUCTS, INC.



Note: Mandrels size 600 and above - Flat spot must be placed on the outside towards the bottom of the structure to ensure pipe will be centered in connector during installation.

Remove nuts and separate mandrel halves. Measure the mandrel offset dimension at 3-9 and 6-12 to be sure it matches the connector I.D. on the A-LOK Dimensional Data Sheet.

Place connector nose against the mandrel offset on the outside half with the nub of the Premium connector **(the side with the white stripe)** facing away from the center of the mandrel.



Note: A-LOK Mandrel Installation Grips are recommended to hold the connector in place which reduces set-up labor while promoting proper connector installation.

Roll connector nose against the mandrel offset on the outside half. The nub on the A-LOK Premium connector should be down against the outside mandrel half.

Set the inside half of the mandrel on top and tighten nuts.

Check all inspection holes to insure the connector is tight about the offset. The embedded "T" of the connector should be perpendicular to the centerline of the mandrel.



Questions?

Web: www.a-lok.com

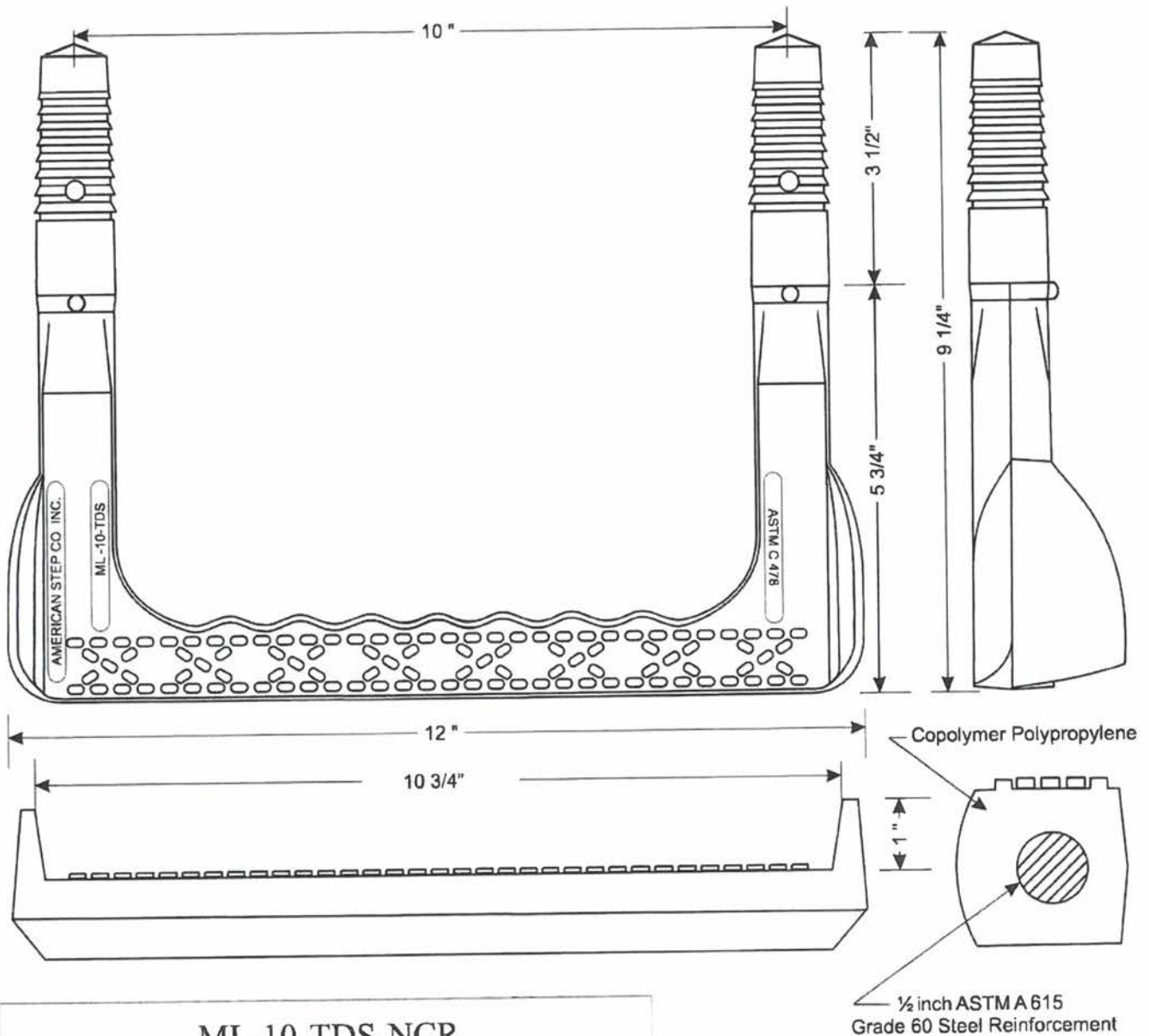
Email: info@a-lok.com

Ph: (215) 547-3366 | (800) 822-256

P.O. Box 1647 697 Main Street

Tulhatchie, PA 18000

ML-10-TDS-NCR



ML-10-TDS-NCR

Mechanical Lock Installation Methods
Minimum Concrete Strength Must Be 3000 psi.

Preformed Holes

Two preformed holes on 10" centers
Holes must be parallel
Diameter of holes are 1.1" tapering to 7/8" in 3 1/2" of depth

Drilled Holes

Drill two 1" holes on 10" centers with a minimum depth of 3 3/4"
Use 1" masonry bit for drilling.
Holes must be parallel.

Drive step with sledge hammer until both legs are completely seated

*This step meets or exceeds ASTM C 478 and OSHA Standards
when properly installed.*



American Step Company, Inc.
P.O. Box 137
830 East Broadway
Griffin, GA 30224-0137

800-988-STEP
770-467-9844 (OFFICE)
770-467-8011 (FAX)

<http://www.americanstep.com>

A Waterborne PSA Surface Primer Bonding Sealants to Concrete, Plastic and Metal Surfaces

Applications

For use on concrete, plastic and metal surfaces, ConSeal CS-75 enhances the bonding between preformed sealants and concrete surfaces aiding in the installation process. Conveniently applied at the job site, CS-75 improves adhesion of the sealant to the concrete.



Physical Properties

Description

Color:	Bright Orange
% Solids:	33% minimum
Flash Point:	200°F minimum
Weight / Gallon:	8.0 Pounds
Dry Time @ 77°F (25°C):	10 minutes
Dry Time @ 40°F (4°C):	60 minutes
Clean Up:	Soap and Water
Coverage Per Gallon:	Approx. 300 square feet on wet cast concrete. Coverage diminishes on dry cast concrete.
Appropriate Substrates:	Concrete, Plastic, and Metal.
Min. Storage Temperature:	40°F (4°C). Product should not be allowed to freeze.
Min. Application Temperature:	40°F (4°C). Remove frost from concrete surface before applying.
Surface When Dry:	Tacky

DO NOT SUBJECT CS-75 TO FREEZING TEMPERATURES

Primer Application Procedures

The following procedures should be followed for optimum primer performance.

- Clean the surface with a brush and remove any dirt, debris, flashing, or concrete high points, which could keep ConSeal primer from adhering to the concrete.
 - Joint primer CS-75, is to be applied to improve sealant adhesion. CS-75 is a waterborne primer that dries tacky and must be applied at the time of the installation.
 - Allow the primer to dry before placing sealant. CS-75 will be tacky within 15-20 minutes (77°F at 50% relative humidity).
- Applying CS-75: ConSeal CS-75 is an adhesive primer that dries tacky. It is waterborne and does not contain volatile or flammable components. Open the pail and apply the product using a standard paintbrush or paint roller.

Limited Warranty

This information is presented in good faith, but we cannot anticipate all conditions under which this information and our products, or the products of other manufacturers in combination with our products, may be used. We accept no responsibility for results obtained by the application of this information or the safety and suitability of our products, either alone or in combination with other products. Users are advised to make their own tests to determine the safety and suitability of each such product or product combinations for their own purposes. It is the users' responsibility to satisfy himself as to the suitability and completeness of such information for this own particular use. We sell this product without warranty, and buyers and users assume all responsibility and liability for loss or damage arising from the handling and use of this product, whether used alone or in combination with other products.

ConSeal™ CS-212

Polyolefin Backed
Exterior Joint Wrap



Membrane Waterproofing and Exterior Joint Wrap for Precast Concrete Joints

Applications

For joints in: Box Culverts, Underground Concrete Vaults, Segmented Bridge Structures, Wastewater Structures and Arched Bridge Structures, Manholes. **Not intended for use in expansion joints or joints that move.**

Sealing Properties

- Excellent resistance to puncture, tear and abrasions.
- Aggressively bonds to concrete and metal structures.
- Provides a permanent flexible water and soil barrier.
- Will not shrink, harden or oxidize upon aging.
- Available in numerous standard sizes.
 - Standard thicknesses: 0.065" and 0.100"
 - Standard widths: 4", 6", 8", 9", 12", 24", 36" and 48"
- Custom widths and lengths available upon request.
- No priming normally necessary. When confronted with difficult installation conditions, such as wet concrete or temperatures below 40°F (4°C), priming the concrete will improve the bonding action. Consult Concrete Sealants for the proper primer to meet your application.

Specifications

ConSeal CS-212 meets ASTM E-1745, C-877, C-990 Specifications, and AASHTO M198 Type B.

Technical Data

ASTM E-1745: Standard specification for plastic water vapor retarders used in contact with soil or granular fill under concrete slabs.

Class C. Specification	Test Method	E-1745 Requirement	CS-212
Water Vapor Permeance	ASTM F-1249	0.30 perms, max.	0.045 perms, max.
Tensile Strength	ASTM E-154	13.6 lbs./ inch, min.	21.0 lbs./ inch, min.
Puncture Resistance	ASTM D-1709	475 grams, min.	864 grams, min.

ASTM C-877: Standard specification for external sealing bands for non-circular concrete sewer, storm drain and culvert pipe.

Type III, Specification	E-1745 Requirement	CS-212
Backing Bond Element	4 Mil, min. thickness	4 Mil
Butyl Rubber Adhesive	0.03 inch, min. thickness	0.065, min.

Don't Just Seal It, ConSeal It!

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Concrete Sealants, Inc. 9325 State Route 201 ■ Tipp City, OH 45371 ■ **Toll Free** 800.332.7325

P. 937.845.8776 **F.** 937.845.3587 ■ **www.conseal.com**



Concrete Sealants, Inc.
ISO 9001:2015 Registered

ConSeal™ CS-212

Polyolefin Backed
Exterior Joint Wrap



Membrane Waterproofing and Exterior Joint Wrap for Precast Concrete Joints

Technical Data Continued

ASTM C-990: Standard specification for joints for concrete pipe, manholes and precast box sections using preformed flexible joint sealants.

Section 6, Specification	Test Method	C-990 Requirements	CS-212
Hydrocarbon blend content % by weight	ASTM D-4	50-70%	52, min.
Inert mineral filler % by weight	ASTM C-990	30% min.	45, min.
Volatile Matter % by weight	ASTM C-990	2.0 max.	1.20
Specific Gravity	ASTM C-990	1.15-1.50	1.20-1.25
Ductility, 7°F	ASTM D-113	5.0, min.	12, min.
Penetration, cone 77°F, 150 gm. 5 sec.	ASTM D-217	50-120 mm	70-80 mm
Softening point, °F	ASTM D-36	320°F, min.	335°F, min.

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ConSeal™ CS-231

Controlled Expansion Waterstop Sealant



Controlled Expansion Hydrophilic Waterstop for Poured-in-Place and Precast Concrete

Applications

For concrete joints in: Manholes, Box Culverts, Double Pours, Containment Structures, Concrete Slabs, Bridge & Deck Abutments, Large Septic Tanks, Wall or Floor Penetrations, Tunnels, Cold Joints, Retaining Walls, Controlled Environment & Utility Vaults, Water & Wastewater Treatment Facilities. **Not intended for use in expansion joints or joints that move.**

NSF Standard 61 Certified, Safe for Drinking Water Applications

Adhesive Sealing Gasket

ConSeal CS-231 Waterstop is a rubber-based product that has been formulated with hydrophilic compounds that allow it to expand in a controlled fashion when exposed to moisture, thereby sealing off leaks and restoring long-term, watertight joint integrity. Traditional, clay-based waterstop products, on the other hand, expand uncontrollably and eventually deteriorate, causing a complete loss of joint integrity.

Hydration-Dehydration Cycle Testing

The test evaluates the integrity of CS-231 Waterstop when exposed to cycles of hydration and dehydration. A cycle consists of nine days full immersion in water followed by five days air-drying. ConSeal CS-231 showed no visible signs of deterioration at the conclusion of 10 cycles of exposure.

Physical Properties

Description	Spec	CS-231
Color:		Black
Specific Gravity:	ASTM D71	1.35 ± 5
Hydrocarbon Content:	ASTM D4	47% min.
Volatile Matter:	ASTM D6	1% max.
Penetration, cone 77°F, 150 gm. 5 sec.:	ASTM D217	40 ± 5
Application Temperature Range:		-10°F to 125°F (-22°C to 52°C)
Service Temperature Range:		-30°F to 180°F (-34°C to 82°C)
Recycled Content, % by weight:		
Post Consumer:		2%
Post Industrial:		4%

Limited Warranty

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ADMIX C-500 NF RED

CEMENTITIOUS CRYSTALLINE

Concrete Waterproofing and Protection

Description

Xypex is a unique chemical treatment for the waterproofing, protection and improvement of concrete. XYPEX ADMIX C-500 NF RED is added to the concrete mix at the time of batching. Admix C-500 NF Red consists of Portland cement, a red oxide pigment and various active, proprietary chemicals. These active chemicals react with the moisture in fresh concrete and with the by-products of cement hydration to cause a catalytic reaction which generates a non-soluble crystalline formation throughout the pores and capillary tracts of the concrete. Thus the concrete becomes permanently sealed against the penetration of water or liquids from any direction. The concrete is also protected from deterioration due to harsh environmental conditions.

Xypex Admix C-500 NF Red

Admix C-500 NF Red has been specially formulated to provide the unique Xypex crystalline waterproofing and protection, as well as a red oxide pigment to clearly identify concrete treated with the Xypex Admix. Refer to the relevant sections of this data sheet or consult with Xypex's Technical Services Department for assistance in determining the appropriate dosage rate and for further information regarding enhanced chemical resistance, optimum concrete performance (e.g. setting time, compressive strength), or meeting the specific requirements and conditions of your project.

Recommended for:

Precast Components

- manholes
- pipes
- culverts
- vaults
- septic tanks

Advantages

- Resists extreme hydrostatic pressure
- Becomes an integral part of the substrate
- Highly resistant to aggressive chemicals
- Can seal static hairline cracks up to 0.4 mm
- Allows concrete to breathe
- Non-toxic
- No VOCs

- Less costly to install than most other methods
- Permanent
- Added to the concrete at time of batching and therefore is not subject to climatic restraints

Packaging

Xypex Admix C-500 NF Red is packaged in 15 lb. (6.8 kg) pails and 25 lb. (11.35 kg) repulpable paper bags.

Storage

Xypex products must be stored dry at a minimum temperature of 45°F (7°C). Shelf life is one year when stored under proper conditions.

Dosage Rates

Xypex Admix C-500 NF Red:

2% by weight of cementitious content

Consult with the local Xypex Technical Services Representative or Xypex's Technical Services Department for assistance in determining the appropriate dosage rate and for further information regarding enhanced chemical resistance, optimum concrete performance, or meeting the specific requirements and conditions of your project.

Test Data

PERMEABILITY

U.S. Army Corps of Engineers CRD C48,
"Permeability of Concrete", Aviles Engineering Corp.,
Houston, USA

Two concrete samples containing Xypex Admix and an untreated control sample were tested for water permeability. Both the treated and untreated samples were subjected to a pressure of 150 psi / 1.04 MPa (350 ft. / 106.7 m water head). Results showed moisture and permeated water throughout the untreated sample after 24 hours. However, the Xypex Admix samples showed no leakage, and water penetration of only 1.5 mm / 0.06 inches after 120 hours (5 days).

U.S. Army Corps of Engineers CRD C48,
"Permeability of Concrete", Setsco Services, Pte Ltd.,
Singapore

Six Xypex Admix-treated and six untreated concrete samples were tested for water permeability. Pressure was gradually increased over five days and then maintained at 7 bars (224 ft. / 68.3 m water head) for 10 days.

While the six reference samples showed water leakage beginning on the fifth day and increasing throughout the test period, the Xypex Admix samples showed no water leakage at any time during the test.

ACCI Water Permeability Test, "Water Permeability of Concrete", Australia Centre of Construction and Innovation, University of New South Wales, Sydney, Australia

Concrete samples containing Xypex Admix NF at a dosage rate of 0.8% and 1.2% were tested for water permeability against control samples. All the samples were subjected to a pressure of 10 bars (100 meters / 328 ft. water head) for 2 weeks. Water permeability coefficients were calculated and the Xypex Admix-treated concrete showed significant reduction in water permeability by up to 93% at a dosage rate of 1.2%.

STN EN 12390-8, "Testing of Hardened Concrete; Depth of Water Penetration Under Pressure", Technical and Testing Construction Institute, Bratislava, Slovakia

Concrete cubes were prepared with Admix C-1000 at 2% and Admix C-1000 NF at 1% along with control cubes. A water pressure of 0.5 MPa was applied for 72 hrs and specimens were subsequently split transversely to measure depth of water penetration. Depth results for C-1000/C-1000 NF were 10.3 mm and 25 mm respectively, whereas penetration on control samples was 113 mm. In using the Valenta equation to calculate the water permeability coefficient, the C-1000/C-1000 NF treated concrete showed a 20 to 120x reduction compared to the control concrete.

COMPRESSIVE STRENGTH

ASTM C 39, "Compressive Strength of Cylindrical Concrete Specimens", Kleinfelder Laboratories, San Francisco, USA

At 28 days, the compressive strength test of the concrete containing Xypex Admix measured 7160 psi / 49.5 MPa as compared to the reference sample at 6460 psi / 44.5 MPa (a 10% increase).

CHEMICAL RESISTANCE

CSN 73 1326, "Measuring Loss of Surface Due to Sulphate Attack of Concrete Treated with Admix C-1000/C-1000 NF", Betonconsult, Building Materials Testing Laboratory, Prague, Czech Republic

Concrete specimens treated with Admix C-1000 at 1% and 2%, and Admix C-1000 NF at 0.5% and 1% were cast along with non-treated concrete specimens. The specimens were exposed to a highly concentrated sulphate solution (i.e. 36,000 mg/l) for 4 months and samples were periodically weighed to determine mass loss. The Admix treated samples recorded a mass loss between

5 and 50 g/m² and showed no surface deterioration, while the non-treated specimens measured an average mass loss of 4,860 g/m² with significant surface deterioration.

HB 84-2006, "Durability Assessment of Reinforced Concrete Structure Containing Xypex Admix Exposed to 19 Years of Severe Marine Environment", Sharp and Howells Pty. Ltd., Chemical Laboratories, Victoria, Australia

Lascelles Wharf serves as a bulk chemical and grain dock. In 1995, as part of an extensive maintenance program and to protect new precast concrete panels from the extremely harsh and aggressive marine environment, the concrete was dosed with Xypex Admix C-2000 NF at 1%. Recently tests were conducted to predict "initiation time to corrosion". Extracted cores were tested for chloride content at incremental depths into the concrete. Chloride content profiles, concrete cover, surface chloride content, and chloride corrosion threshold were used in a model based on Fick's 2nd law to predict the residual service life of this structure. The average initiation time to corrosion was estimated at 164 years; whereas, the structure had been designed for 50 years of service life.

NT BUILD 443, "Chloride Diffusion by NordTest with 16.5% NaCl Solution of 40 MPa Concrete Containing Admix C-1000 NF", Australia Centre for Construction Innovation, University of New South Wales, Sydney, Australia

The NordTest NT BUILD 443 is a standard accelerated method for evaluation of the chloride diffusion coefficient of concrete. In this test program, concrete mixes with 25% fly ash, 38% slag, and 60% slag were cast (total cementitious content = 435 kg, 0.4 w/c). Xypex Admix C-1000 NF at 0.8% and 1.2% by weight of cementitious materials were compared to control mixes (for each cement system). All specimens were immersed in a 16.5% NaCl solution for 35 days. Chloride diffusion coefficient was calculated based on the chloride profile, utilizing Fick's 2nd law. Admix treated fly ash concrete showed 25% reduced chloride diffusion coefficient for both 0.8% and 1.2% addition. The Admix treated 38% slag concrete recorded a 67% lower chloride diffusion coefficient at 0.8% addition and 75% lower at 1.2% addition. The reduction of chloride diffusion coefficient was 42% and 53% for high slag mixes for 0.8% and 1.2% addition respectively.

"Sulfuric Acid Resistance Test", Aviles Engineering Corporation, Houston, USA

Concrete containing Xypex Admix at different dosage rates including 3% specimens were tested against untreated control samples for sulfuric acid resistance. After immersion in the sulfuric acid, each sample was tested

for weight loss on a daily basis until a weight loss of 50% or a definite response trend was obtained. The percentage weight loss of the samples containing Xypex Admix tested significantly lower than the control samples.

"Acid Resistance of Mortar Containing Xypex Admix C-1000 NF", Construction and Maintenance Technology Research Center (CONTEC), Sirindhorn International Institute of Technology (SIIT) - Thammasat University, Bangkok, Thailand

An acid testing regime was part of an extensive program to determine the benefit of the Xypex Admix C-1000 NF dosed at 1% to improve the durability of concrete. Several comparative mixes were utilized in this evaluation, including: a plain Portland cement and a 30% fly ash mix. Cured samples were exposed to 5% H_2SO_4 ; the pH value of this acid solution was 0.25 and never greater than 0.54 pH. In this extremely acidic, corrosive environment, at 12 weeks the Admix samples reduced the weight loss by 48% compared to controls of the cement-only mortar, and 53% in the fly ash specimens.

CRACK SEALING

ASTM C1585 and ASTM C1202, "Evaluation of Selfhealing Capability of Self-compacting Concrete Made with Blast-furnace Slag Cements Activated by the Xypex Crystalline Catalyst", Instituto Tecnológico de Aeronautica, Sao Jose dos Campos, Brazil

Portland, blast furnace slag and slag-modified Portland concrete samples, treated with 2.5% Admix C-500, were evaluated for self-healing capabilities. Microcracks were induced by loading to 90% of ultimate compressive strength. Cracked samples were then immersed in water to trigger self-healing after 28, 56 and 84 days. Strength and ultrasonic pulse velocity tests were used to determine mechanical recovery; sorptivity and rapid chloride permeability were used to evaluate water tightness recovery. Results substantiated the ability of Xypex Admix to provide self-healing of cracked concrete.

"Testing of Xypex Admix C-1000 NF Crack Healing Capabilities", CH Karnchang (Lao) Company Ltd., Xayaburi Laboratory, Ban Xieng Yeun, Vientiane, Laos

Prior to construction of a Mekong River dam, testing was undertaken to substantiate the ability of Xypex Admix to self-heal static cracks up to 0.4 mm. Three large concrete slabs treated with Admix C-1000 NF at 0.8% were cast along with three control slabs. Following curing, a force was applied at the mid-point of each slab to create cracks; on average measuring 0.4 mm width. Water was ponded above the cracked area. Initially all cracks leaked; at 4 days all dripping had ceased from the cracks of the Xypex treated panels, while leaking continued through

the cracks of the control slab until the end of the test period (25 days). SEM photographs showed significant crystalline growth throughout the cracks of the Admix treated slab.

SCANNING ELECTRON MICROSCOPY

SEM "Microscopic Examination of Crystalline Products in Three Xypex Admix Modified Concrete Mortars", Australian Centre for Construction Innovation, University of New South Wales, Sydney, Australia

Slag and fly ash blended cement samples were treated with Xypex Admix and examined for evidence of crystalline growth at ages ranging from 8 months to 2 years. Samples were sliced and/or split and examined at magnifications between 500x and 5000x. Characteristic Xypex crystalline growth was observable on all Xypex treated samples, providing evidence of Xypex crystalline reactions with fly ash and slag blended cements.

FREEZE/THAW DURABILITY

ASTM C 666, "Freeze/Thaw Durability", Independent Laboratory, Cleveland, USA

After 300 freeze/thaw cycles, the Xypex Admix-treated samples indicated 94% relative durability.

Directions for Use

Xypex Admix C-500 NF Red is added to the concrete at the time of batching. It is important to obtain a homogeneous mixture of Xypex Admix with the concrete. Do not add dry Admix powder directly to wet mixed concrete as this could cause clumping and thorough dispersion may not occur. The sequence of procedures for addition will vary according to the type of batch plant operation and equipment. The following methods have been used successfully in the past and it is recommended that the local Xypex Technical Services Representative be consulted about the best method to use.

1. ADDITION TO COARSE AGGREGATE BELT Add Xypex Admix in bulk powder form or repulpable bags directly to the coarse aggregate conveyor belt manually or through computer controlled mass batching system. Account for worker health and safety issues with moving belts and wind-blown dust issues.

2. ADDITION TO CENTRAL MIXER Add Xypex Admix in bulk powder form or repulpable bags along with the other components. Mix as per standard batching practices to ensure thorough dispersal of the Admix resulting in a homogeneous mixture. Account for worker safety issues when accessing the equipment.

3. TRUCK ADDITION (AT PLANT) Add Xypex Admix in bulk powder form or repulpable bags to the drum of the ready-mix truck immediately prior to driving the truck under the batch plant and adding the balance of the materials or the premixed concrete in accordance with standard concrete batching practices. Measures to ensure repulpable bags are dispersed include adding the bags as far forward in the drum as possible, adding a small amount of batch water with the bags, and spinning the drum prior to adding remaining ingredients. Avoid delays in adding other components and utilize high speed mixing to ensure homogeneity of mix. Where there may be insufficient water for thorough dispersion of the bulk powder, a water slurry can be made with the Admix and added to the truck mixer drum prior to batching. Account for added water in the mix design and slump.

NOTE:

- i. For installations involving pan mixers, the recommended procedure would be to initially add some of the mix water and coarse aggregate to the pan mixer, begin mixing and slowly add the Xypex Admix powder. Mix until the Admix is thoroughly dispersed and forms a slurry, then add the balance of the materials and continue to mix as per normal.
- ii. Concrete containing the Xypex Admix does not preclude the requirement for design of crack control, construction joint detailing, proper placement, consolidation and curing of the concrete and measures for repairing defects such as honeycombing, tie holes, cracks beyond specified limits.
- iii. Further guidelines are available that address the use of Xypex Admix for a specific situation, (e.g. dry mixes, use of ice in hot ambient conditions, cold-weather concreting, etc.). Consult with a local Xypex Technical Services Representative or Xypex's Technical Services Department for further information.

Setting Time and Strength

The setting time of concrete is affected by the chemical and physical composition of ingredients, temperature of the concrete and climatic conditions. Xypex Admix C-500 NF Red is formulated for concrete mix designs where a normal or mildly delayed set is desired. Concrete containing the Admix C-500 NF Red may develop higher ultimate strengths than plain concrete. Trial mixes should be carried out under project conditions to determine the setting time and strength of the concrete dosed with

Admix C-500 NF Red. Consult with a Xypex Technical Services Representative for the most appropriate Xypex Admix for your project.

Limitations

When incorporating Xypex Admix, the temperature of the concrete mix should be above 40°F (4°C).

Technical Services

For more instructions, alternative installation methods, or information concerning the compatibility of the Xypex treatment with other products or technologies, contact the Technical Services Department of Xypex Chemical Corporation or your local Xypex Technical Services Representative.

Safe Handling Information

Xypex is alkaline. As a cementitious powder or mixture, Xypex may cause significant skin and eye irritation. Directions for treating these problems are clearly detailed on all Xypex pails and packaging. The Manufacturer also maintains comprehensive and up-to-date Safety Data Sheets on all its products. Each sheet contains health and safety information for the protection of workers and customers. The Manufacturer recommends you contact Xypex Chemical Corporation or your local Xypex Technical Services Representative to obtain copies of Safety Data Sheets prior to product storage or use.

Warranty

The Manufacturer warrants that the products manufactured by it shall be free from material defects and will be consistent with its normal high quality. Should any of the products be proven defective, the liability to the Manufacturer shall be limited to replacement of the product ex factory. The Manufacturer makes no warranty as to merchantability or fitness for a particular purpose and this warranty is in lieu of all other warranties expressed or implied. The user shall determine the suitability of the product for his intended use and assume all risks and liability in connection therewith.



13731 Mayfield Place, Richmond, BC, Canada V6V 2G9 Toll-free: 1.800.961.4477
Tel: 604.273.5265 Fax: 604.270.0451 E-mail: info@xypex.com Web: www.xypex.com
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CHANGE REQUEST NO: 4

RE: Additional CCTV

DATE: 6/24/2024

CHANGE REQUEST FORM

PROJECT NAME: Franklin Emergency Repairs
OWNER: City of Franklin, TN
ENGINEER: N/A

GCI NO: 3443
COF NO: 2024-0195
NO:

ORIGINAL CONTRACT VALUE: \$ 1,447,292.64
FIELD DIRECTIVES TO DATE: \$ 115,283.22
CHANGE ORDERS TO DATE: \$ (253,049.40)
THIS CHANGE REQUEST: \$ 1,889.53
REVISED CONTRACT VALUE: \$ 1,311,415.99

CONTRACT DAYS: N/A
OF FD'S TO DATE: 0
ADD. DAYS TO DATE: 0
DAYS REQUESTED: 0
REV. CONTRACT DAYS: 0

SUMMARY DESCRIPTION OF CHANGE REQUEST

Additional CCTV work to be performed at the request of the City of Franklin. Additional CCTV to run from SMH-17759 through SMH-17764, totaling approximately 1,456.00 LF. Billing for this CO will reflect actual LF once complete.

Pricing Summary

Bid Item NO.	Description	Quantity	Unit	Unit Price	Total
1	Additional CCTV	1	LS	\$ 1,889.53	\$ 1,889.53
					\$ -
					\$ -
					\$ 1,889.53

Signature of Owner Representative Authorizing work

Date

Print

Signature of Garney Representative

6/24/2024

Date

Gage Terry

Print

CC:

File - GCI

ATTACHMENTS:



COST WORKSHEET

Date: June 24, 2024
 PCO #: 4
 Owner Name: City of Franklin, TN
 Owner Contract No. 2024-0195
 Garney Project No. 3443

Subject: Additional CCTV
Description: CCTV to explore extent of damage upstream of current work area.

Time Extension:

LABOR						
Crew Description	Classification	Quantity	Composite Hourly Rate	Hours Each	Extension	Totals
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
			\$ -		\$ -	
Labor Subtotal						\$ -

EQUIPMENT					
Description	Quantity	FHWA Hourly Rate	Hours Each	Extension	Totals
		\$ -		\$ -	
		\$ -		\$ -	
		\$ -		\$ -	
		\$ -		\$ -	
		\$ -	45467.0	\$ -	
				Equipment Subtotal	\$ -

SUBCONTRACTOR					
Description	Quantity	Unit	Unit Price	Extension	Totals
Subcontractor CCTV	1108.1	LF	\$ 1.60	\$ 1,772.96	
				\$ -	
				Subcontractor Subtotal	\$ 1,772.96

MATERIALS						
Description	Quantity	Unit	Unit Price	Tax	Extension	Totals
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
Material Subtotal						\$ -

SUMMARY							
Description	Quantity	Unit	Subtotal	Markup %	Markup Extension	Subtotal Plus Markup	Totals
LABOR	1	LS	\$ -	15%	\$ -	\$ -	
EQUIPMENT	1	LS	\$ -	15%	\$ -	\$ -	
SUBCONTRACTOR	1	LS	\$ 1,772.96	5%	\$ 88.65	\$ 1,861.61	
MATERIALS	1	LS	\$ -	5%	\$ -	\$ -	
Summary Subtotal							\$ 1,861.61

PCO Subtotal (Including Markup):	\$ 1,861.61
Bonds & Insurance Premium:	\$ 27.92
TOTAL	\$ 1,889.53



File #: 21-0439

DATE: July 5, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration Of Resolution 2024-64, A Resolution Rejecting All Bids For The Hamlet Drive Sanitary Sewer Installation Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-64, a resolution to reject all construction bids for the Hamlet Drive sanitary sewer installation project.

BACKGROUND/STAFF COMMENTS:

On January 9, 2024, the BOMA agreed, through Resolution 2023-77, to establish a special assessment district for the installation of sanitary sewer to serve six property owners on Hamlet Drive due to failing and potentially failing septic systems. The City received three bids to perform this work with the apparent low bidder being Civil Constructors, LLC in the amount of \$147,280.00. City staff can perform this work at a significantly lower cost and wishes to perform this work in-house. The amount established in Resolution 2023-77 is \$30,450. Staff will review the estimate but believe the costs are similar should the City perform the work in-house.

Due to the high bids received, staff requests that the bids be rejected by BOMA and for the City to perform the work in-house.

FINANCIAL IMPACT:

The financial impact will initially be \$30,450 to be recovered by a special assessment to be paid for by the benefiting property owners, however, final costs will be determined based upon the completion of the work.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen reject all bids for the Hamlet Drive sanitary sewer installation project.

RESOLUTION NO. 2024-64

A RESOLUTION REJECTING THE CONSTRUCTION BIDS FOR THE HAMLET DRIVE SANITARY SEWER INSTALLATION PROJECT

WHEREAS, three (3) construction bid packages were submitted in response to the City's public advertisement for the Hamlet Drive Sanitary Sewer Installation Project and received by the Purchasing Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee, on June 27, 2024, by Civil Constructors, LLC, Jarrett Builders, Inc., and SBW Constructors, LLC, where they were opened and read aloud; and,

WHEREAS, the cost of construction for the Hamlet Drive Sanitary Sewer Installation Project will be paid for by the six (6) property owners through a sanitary sewer special assessment district as approved by the Board of Mayor and Aldermen through Resolution 2023-77; and,

WHEREAS, the lowest bid was \$147,280.00 and was well above the cost the City would incur to perform the work through City staff; and,

WHEREAS, the Water Management Department would like to reject all current bids and perform the work with City staff and equipment.

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

Based on the recitals set forth above, all bids associated with the Hamlet Drive Sanitary Sewer Installation Project are rejected.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2024.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

Angie Skarp
City Recorder

By: _____

Dr. Ken Moore
Mayor

Approved as to form by:

By: _____

J. Blake Harper
Staff Attorney



City of Franklin

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

File #: 21-0496

DATE: July 24, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Robyn Freeman, Engineering Associate

SUBJECT:

*Consideration Of Resolution 2024-75, A Resolution To Reconcile And Close-Out A 2006 Rural Plains Sanitary Sewer Infrastructure Agreement Between The City Of Franklin And Berry Farm Rural Plains Partnership

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the final reconciliation and closeout of Rural Plains Sanitary Sewer Agreement.

BACKGROUND/STAFF COMMENTS:

In 2006, the Franklin Board of Mayor and Aldermen approved a Sanitary Sewer Agreement with the Berry Farms Rural Plains Partnership that facilitated the installation of sanitary sewer infrastructure in the Goose Creek area. This agreement called for the Rural Plains Partnership to pay the city \$1.2 million toward these improvements. This infrastructure was subsequently installed. In return for the advance payment of \$1.2 million, the Rural Plains Partnership was to receive 600 Single-Family Unit Equivalents (SFUEs) as credits for buildings constructed within the Rural Plains Tract. Per the agreement, each SFUE was valued at \$2,000/SFUE. The Partnership and City staff have agreed that it is in the best interest of both parties to reconcile this legacy agreement. Presently, there are 74 SFUE credits outstanding valued at \$148,000. With BOMA's approval, staff would forward a check to the Partnership and officially close-out this agreement. Staff recommends approval to proceed with the reconciliation of this agreement since the value of an SFUE is significantly greater today than when this agreement was originally approved in 2006.

FINANCIAL IMPACT:

This reconciliation would involve a payment of \$148,000 from the Water Management Utility to close-out this agreement.

RECOMMENDATION:

Staff recommends approval to proceed with the reconciliation of this agreement since the value of an SFUE is greater today than when this agreement was originally approved in 2006.

RESOLUTION 2024-75

A RESOLUTION TO RECONCILE AND CLOSE-OUT A 2006 SANITARY SEWER INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF FRANKLIN AND THE BERRY FARM RURAL PLAINS PARTNERSHIP

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations, standards, and processes that guide the design and construction of essential infrastructure within the City; and

WHEREAS, the Franklin Municipal Planning Commission and Board of Mayor and Aldermen, with input from staff, subject matter experts, and development professionals, often discuss partnerships that achieve cost savings, efficiencies, and mutual benefit for the parties and City of Franklin citizens relating to the funding and installation of essential infrastructure; and

WHEREAS, to ensure construction activity progresses in a workmanlike manner, the Board of Mayor and Aldermen is authorized to require development and construction performance assurances to insure approved and accepted public and private property and infrastructure are not damaged during the construction activity and to assess reasonable fees to off-set the cost associated with monitoring development activity within the corporate limits of the City; and

WHEREAS, in 2006 the Franklin Board of Mayor and Aldermen approved a Sanitary Sewer Agreement with the Berry Farms Rural Plains Partnership that was executed on May 23, 2007, and facilitated the installation and completion of sanitary sewer infrastructure in the Goose Creek area, a true and accurate copy of which is attached hereto; and

WHEREAS, this agreement called for the Rural Plains Partnership to advance the city \$1.2 million dollars toward these improvements in return for 600 Single-Family Unit Equivalents (SFUEs) in credits to be used for buildings constructed within the Rural Plains Tract; and

WHEREAS, per the agreement, each SFUE was valued at \$2,000/SFUE, and the Rural Plains Partnership and City staff have agreed that it is in the best interest of both parties to reconcile this legacy agreement since the value of an SFUE is greater today than when this agreement was originally approved in 2006; and

WHEREAS, there are 74 SFUE credits outstanding, valued at \$148,000.

WHEREAS, the Board of Mayor and Aldermen believe it is in the best interest of the City of Franklin to return 74 SFUE's through payment from the City to the partnership at a value of \$148,000 total.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS: the City of Franklin shall forward a check to the Rural Plains Partnership in the amount of \$148,000 and officially reconcile and close-out this agreement.

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

ATTEST:

By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
William E. Squires
Assistant City Attorney

**AGREEMENT FOR REIMBURSEMENT OF
CONTRIBUTIONS FOR OFF-SITE SEWER IMPROVEMENTS**

THIS AGREEMENT is entered into by and between the **City of Franklin, Tennessee** ("City") and **Rural Plains Partnership**, a Tennessee general partnership ("Developer"), subject to the following premises, terms and conditions:

WHEREAS, the Franklin Board of Mayor and Aldermen have approved the annexation of those tracts of land set forth on Exhibit A attached hereto (the "Served Property"); and

WHEREAS, Developer will develop improvements on the Served Property in the future; and

WHEREAS, the Board of Mayor and Alderman have approved the construction by the City of certain sewer improvements and the acquisition of certain easements that will extend the City's sewer service to the area known as the South Basin, which will include service to the Served Property, as set forth on that plan described as Goose Creek Area Sewer Study as prepared by Smith Seckman Reid, Inc (SSR) dated May 19, 2005 (the "Sewer Improvements"); and

WHEREAS, the City has required the Developer to pay part of the cost of constructing the Sewer Improvements, which improvements will become part of the Franklin Sewer System and will be available for the use and benefit not only of businesses and residents located on the Served Property, but of other future customers of the Franklin Sewer system; and

WHEREAS, Developer has been required to contribute \$1,200,000.00 to the cost of the construction of the Sewer Improvements, which costs represent prepaid Access Fees for 600 Single Family Unit ("SFU") equivalents; and

WHEREAS, the Developer is therefore entitled pursuant to Section 18-208 of the Franklin Municipal Code to be credited for prepaid Access Fees for the amounts contributed amount as described herein.

NOW THEREFORE, WITNESSETH:

1. The foregoing recitals are incorporated herein by reference.
2. The Developer and the City agree that the Developer shall contribute the amount of \$1,200,000.00 as prepayment for Access Fee charges for 600 SFU's, such contribution to be placed in an interest-bearing escrow account upon award by the City of the bid for construction of the Sewer Improvements and to be used by the City in construction of the Sewer Improvements. At Developer's election, Developer may provide a letter of credit in favor of the City, in form and substance satisfactory to City, in such amount instead of providing a cash deposit.
3. The Developer and the City agree that as reimbursement for the contributions described herein, the Developer is hereby granted capacity entitlements for City sewer service equal to 600 SFU equivalents and shall be granted credit for future Access Fees equal to 600 SFU equivalents, subject to the provisions of Section 8. The number of SFU equivalents for which Developer shall receive credit shall not be affected by future increases in the Access Fee for SFU equivalents.
4. The City agrees that, upon execution of this Agreement and until such time as all SFU's to be credited hereunder have been credited, it will set up an accounting system to keep a separate record of all sanitary sewer line Access Fee credits used by Developer or its assignees. These records shall be kept in the office of the City Administrator/Recorder, or such other place as may be designated by the City Board and shall be open to the public and Developer for inspection during business hours and with

reasonable prior notice. Upon the concurrence of the City and Developer that the credits granted hereunder have been fully used by Developer, the City shall be relieved of the obligations provided in this Section 4.

5. The City agrees that the SFU credits provided to Developer hereunder shall be assignable by Developer to any assignee of Developer but only to the extent that the credits shall be applied against Access Fees for improvements in the recovery area set forth on the map attached hereto as Exhibit B (the "Recovery Area"). Developer agrees to provide the City with written notice of any such assignment within the Recovery Area.

6. Notwithstanding the foregoing, in the event construction of the Sewer Improvements has not begun within one (1) year from the date of this Agreement, the City shall return all amounts paid hereunder to Developer (or release any letter of credit) and this Agreement shall be null and void. Further, in the event that the Sewer Improvements (or so much of the Sewer Improvements as is necessary to provide sewer service to the Served Property) are not constructed and operational by the later of June 1, 2007 or the date that residential or commercial facilities within the Served Property are constructed and ready for sewer service, the City will provide sewer service to such facilities within the Development by "pump and haul" or other alternative means. Fees for such alternative services shall be paid according to the City's schedule of fees for normal sewer service. The City agrees that the provision of sewer service by such alternative means shall not be a bar to the approval of a plat or site plan by the Franklin Municipal Planning Commission or the issuance of certificates of occupancy for improvements served thereby. The City acknowledges and agrees that Developer may start construction of its improvements on the Served Property prior to the completion of the Sewer Improvements in reliance upon

the provisions of this Agreement, subject to normal plat and site plan approval requirements of the Franklin Municipal Planning Commission.

7. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their representatives, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.

8. The parties agree that, except as recited in this Agreement, Developer has no further right of reimbursement with respect to the Sewer Improvements and Developer expressly releases the City from any further claim therefor. Developer further acknowledges and agrees that the reimbursement rights provided herein do not constitute a debt of the City but only a right of credit for Access Fees prepaid by Developer.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DEVELOPER:

RURAL PLAINS PARTNERSHIP, a
Tennessee general partnership

By: BNB-WCO INVESTORS, LLC, its
general partner

By: Phil Fawcett

Print Name: Phil Fawcett

Title: Manager

Date: 5/22/07

STATE OF TENNESSEE)

COUNT OF Williamson) SS:

Before me, Virginia Harlan, a Notary Public of said County and State, personally appeared before me, Phil Fawcett, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Manager of BNB-WCO Investors, LLC, the General Partner of RURAL PLAINS PARTNERSHIP, the within named bargainor, a general partnership, and that he as such Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership in its capacity as general partner of the general partnership, and on its behalf, by himself as Manager of the limited liability company.

Witness my hand and seal, at Office in Brentwood, Tennessee, this 22nd day of May, 2007.



Virginia Harlan
Notary Public
My Commission Expires: May 23, 2009

By: 
JAMES R. JOHNSON
 City Administrator

By: 
THOMAS R. MILLER
 Mayor

STATE OF TENNESSEE)
)ss:
COUNTY OF WILLIAMSON)

WITNESS my hand and seal, at Office in Franklin, Tennessee,
this 23rd day of May, 2007.




 Notary Public
 My Commission Expires: 4/12/10

EXHIBIT A
DESCRIPTION OF SERVED PROPERTY

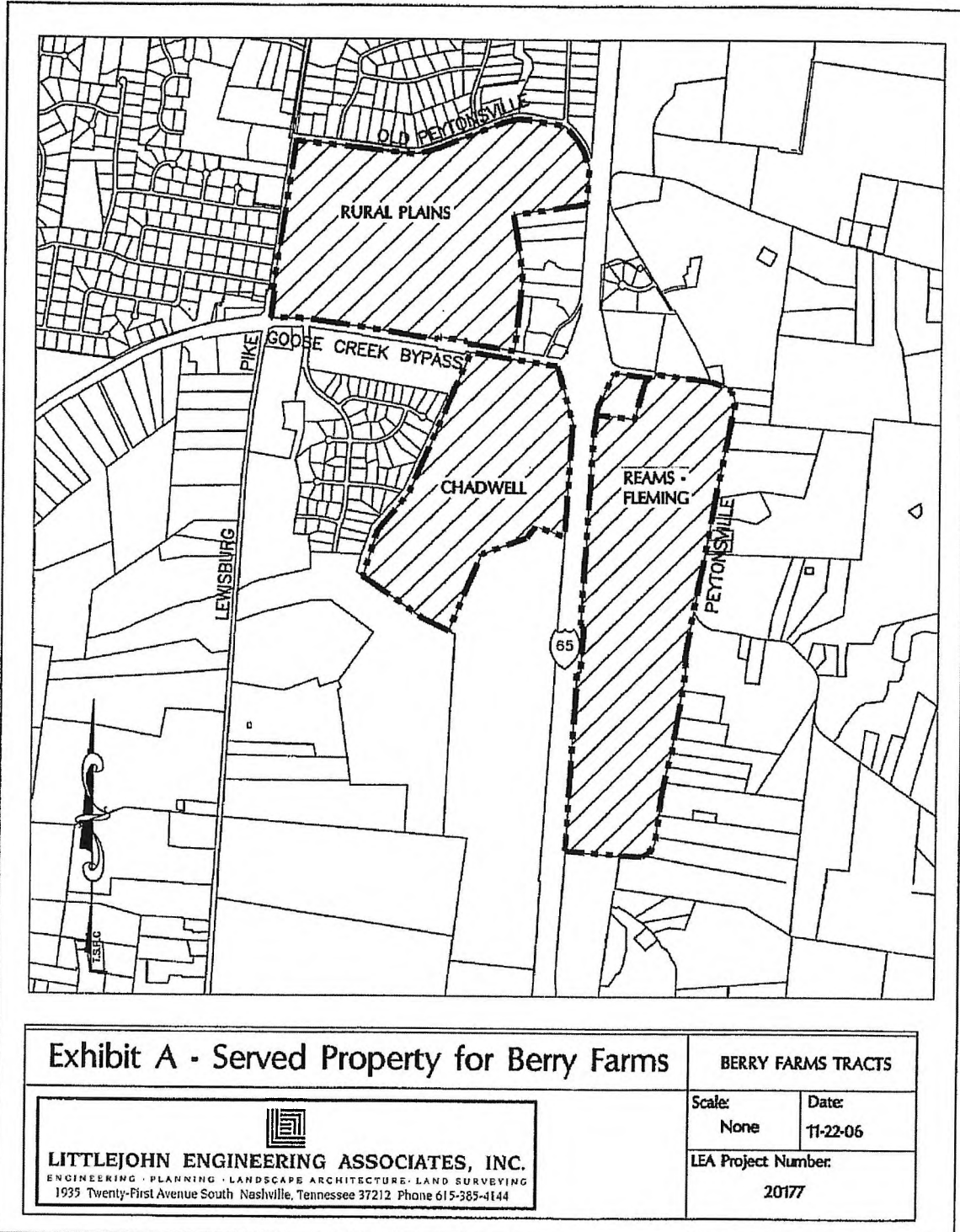


EXHIBIT B **RECOVERY AREA**

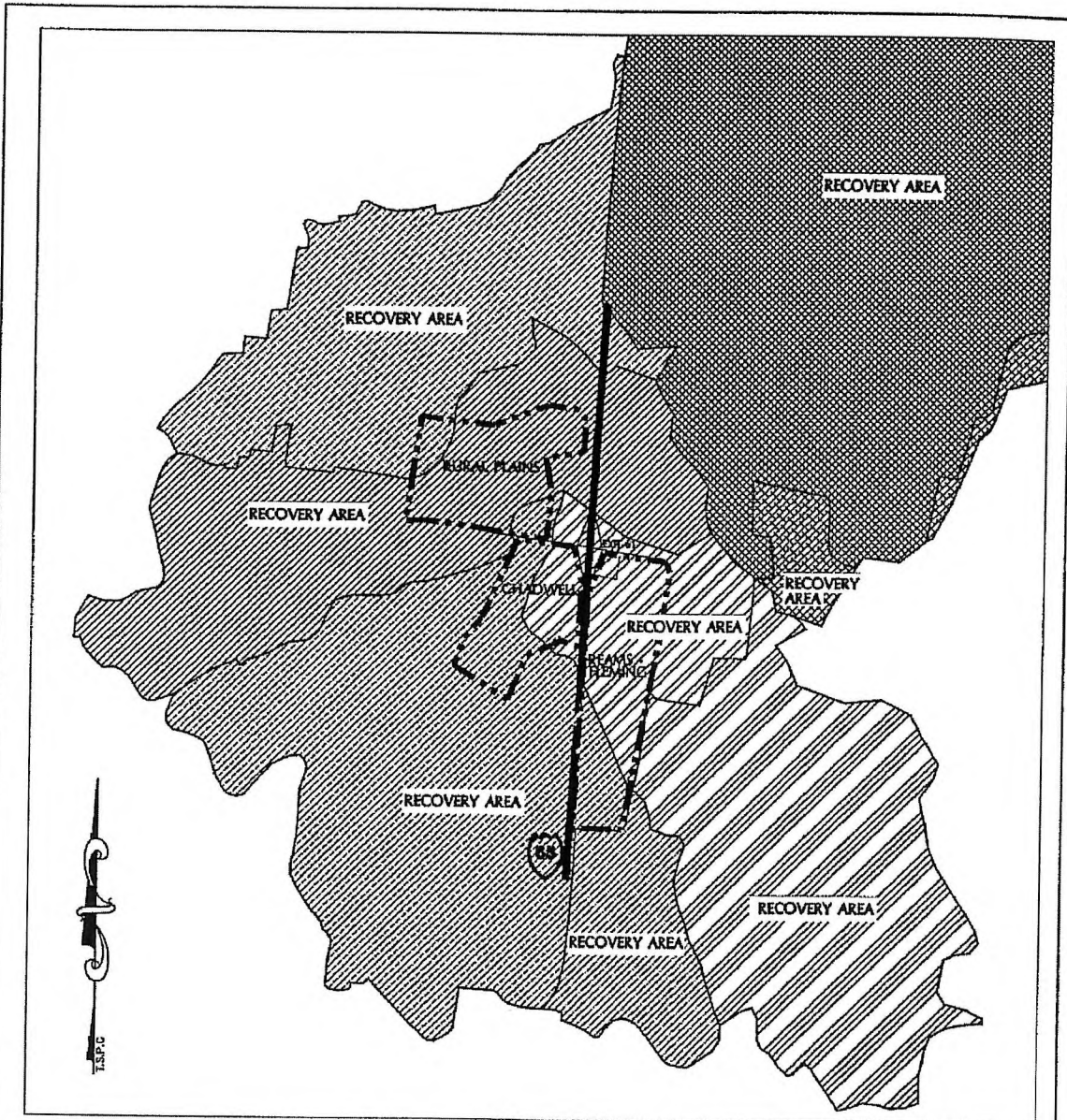


Exhibit B - Recovery Area for Berry Farms

BERRY FARMS TRACTS



LITTLEJOHN ENGINEERING ASSOCIATES, INC.
ENGINEERING · PLANNING · LANDSCAPE ARCHITECTURE · LAND SURVEYING
1935 Twenty-First Avenue South Nashville, Tennessee 37212 Phone 615-385-4144

Scale:

None

Date:

11-22-06

LEA Project Number

20177

ADMINISTRATION

Vernon J. Gerth

Assistant City Administrator
Community & Economic Development



Dr. Ken Moore

Mayor

Eric S. Stuckey

City Administrator

HISTORIC
FRANKLIN
TENNESSEE

July 22, 2024

Phil Fawcett
Rural Plains Partnership
5900 Poplar Avenue Suite 100
Memphis, TN 38119

Subject: Agreement for Reimbursement of Contributions for Off-Site Sewer Improvements Approved on January 10, 2006 and Executed May 23, 2007 ("Agreement") By and Between City of Franklin, Tennessee ("City") and Rural Plains Partnership ("Developer")

Mr. Fawcett,

Per our recent conversations, our records indicate the City's obligations under the referenced Agreement are complete and therefore the City is ready to bring closure (reconcile) to this matter. To this end, please review the terms below.

- The partnership paid \$1,200,000 for 600 SFUE's (single family unit equivalents). 526 have been credited (used), while 74 remain available. The value of each SFUE is \$ 2,000. Therefore, the remaining 74 SFUE's will be returned through payment from the City to the partnership at a value of \$ 148,000 total.

With this payment, there is a balance of \$0.00 in remaining SFUE's due from the Rural Plains Sanitary Sewer Agreement between you and the City. By signing below, the City will forward payment to your attention on behalf of the Rural Plains Partnership and this Agreement will then be deemed closed and no more credits will be issued in reference to the referenced agreement approved by the Board of Mayor and Alderman on January 10, 2006.

Please sign and return this letter to indicate your agreement with the closing of the Agreement. The \$148,000 payment will be promptly processed. Upon execution of this letter and payment of the aforementioned amount, the Parties hereby agree that no further obligations or payments are owed by either Party and the Agreement shall be deemed terminated and of no further force or effect.

If you should have any questions, please contact me at 615-550-6671.

Respectfully,

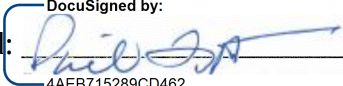
Vernon Gerth

Vernon Gerth, Assistant City Administrator
Community & Economic Development



Acknowledgment:

Rural Plains Partnership, a Tennessee general partnership
By: BNB-WCO Investors, LLC, its general partner

Signed: _____
DocuSigned by:
4AEB715289CD462...
Print Name: Phil Fawcett

Title: Manager

Date: 7/22/2024

Please return to:

Robyn Freeman
City of Franklin - Engineering Department
robyn.freeman@franklintn.gov

Rural Plains Sanitary Sewer Agreement Reconciliation and Agreement Close-out



Wastewater lines
installed per contract

 Collector

 Interceptor

 Parcel



1 in = 500 ft



File #: 21-0397

DATE: June 25, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney
Kristine Brock, Asst. City Administrator/CFO

SUBJECT:

Discussion Of C-PACER Program

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Commercial Property Assessed Clean Energy and Resiliency (C-PACER) Program.

BACKGROUND/STAFF COMMENTS:

C-PACER is a financing program passed in the 2021 Tennessee Legislative session that allows commercial property owners to obtain long term financing from private lenders for clean energy and renewable energy building improvements. Owners repay the lender through voluntary special assessments placed on their properties. Lenders on the property must give permission for a lien that stands ahead of their own loan.

FINANCIAL IMPACT:

Special assessments are typically billed on the annual property tax bill and collected by the local government's tax collecting agent. In the case of the City of Franklin, by agreement with Williamson County, the County Trustee bills and collects property taxes on behalf of the City. Williamson County is not currently participating in the C-PACER program. Therefore, should the City desire to offer C-PACER, an alternate program administration method must be identified. An option is engagement with a third party administrator who will accept and evaluate proposals, recommend approval to the Board of Mayor and Aldermen, maintain records as required by law and the lender, bill and collect the annual special assessments and finally, remit the special assessments back to the lender.

RECOMMENDATION:

For information purposes only.

Introduction to the State of Tennessee's Commercial Property Assessed Clean Energy and Resilience Program (C-PACER)

August 13, 2024



C-PACER in Tennessee

- In 2021, the Tennessee State Legislature passed enabling legislation, HB 667 (TCA 68-205-101).
- Allows **commercial** property owners to access long term financing for qualifying energy efficiency, renewable energy, water conservation and resiliency improvements for qualifying buildings.
- Property owners repay the loan through a voluntary special assessment placed on their properties through recording of a senior lien and billed/collected as part of their annual property tax bills by their authorizing local government (county or city).

Local Government Responsibility

- Review projects and submitted documentation for eligibility determination.
- Local governing body passage of an ordinance adopting the program and authoring resolution(s) and assessment agreement that are project specific.
- Billing and collection of the voluntary special assessment, typically through property tax billing process.
- Remittance of the voluntary special assessment to the lender.
- Enforcement of the voluntary special assessment lien if a payment is delinquent.
- Local government is not responsible for the delinquent or defaulted voluntary special assessments other than enforcement of the lien.

Potential Benefits to Commercial Building Owners

- Assist in securing long term financing (up to 30 years) in the 4 categories below:
 - Renewable energy
 - Energy efficiency
 - Water conservation, and
 - Resiliency improvements.
- Transferrable upon sale of property. Lien is attached to property and transfer to new owner.
- May be used for rehabilitation and new construction projects as well as projects that are already completed.

Examples of Approved C-PACER Projects in Tennessee

- 2022- City of White House- \$3.5 million loan for rehab of an affordable senior living facility.
- 2023- Shelby County- \$2.18 million loan for new construction on an adjacent lot to the former Schlitz Brewery site.
- 2024- City of Chattanooga- <\$5 million loan for retrofit of a historic office building to condos.
- 2024- Metro Nashville- \$10.7 million loan for a Class A office development (new construction)

Program Administration

- City of Franklin's property tax billing and collection is performed by the Williamson County Trustee's Office by agreement between the city and county.
- Williamson County Trustee's Office does not currently offer a C PACER program.
- The Tennessee local governments with established administration for C PACER as of summer 2024 are:
 - Metro Nashville Trustee
 - Economic Development Growth Engine (EDGE) on behalf of Shelby County and the City of Memphis
 - City of Chattanooga Treasurer
 - Knox County Trustee

Third Party Administration

- TNPACE is an organization operating in TN to serve as a C PACER Program Administrator for local governments. There may be additional third party administrative organizations.
- TNPACE has initial eligibility and energy project summary forms, an energy project application and will recommend approval of a financing to the governing body of the local government.
- TNPACE will bill and collect the voluntary special assessment (separate from the tax agent) and remit to the lender.
- TNPACE is paid for their services by an administrative fee of 1% paid by the commercial property owner.
- TNPACE operates as Midwest PACE in Ohio and Kentucky.
- Enforcement of the lien in the event of a delinquency would be the responsibility of the local government and its attorney.

Discussion Points

- A commercial property owner in the City of Franklin has expressed interest in the C PACER program.
- Since Williamson County as the City's property tax collector does not currently have an established C PACER administrative program, is there is interest in the City looking to 1) adopt the program by ordinance and 2) procure a third party program administrator?



File #: 21-0482

DATE: July 19, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management
SUBJECT:

2024 Mayes Creek Basin Update

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an update to the Mayes Creek Basin Study.

BACKGROUND/STAFF COMMENTS:

On June 27, 2023, staff presented to Work Session a request for sanitary sewer denial for 2051 Wilson Pike. At the September 12, 2023 Work Session, there was further discussion about the property and the Mayes Creek Basin, at which time staff recommended a basin update be conducted in order to better assist the City in planning how to provide sanitary sewer infrastructure for this basin. This presentation is intended to update the Board on findings from the basin plan update.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the 2024 Mayes Creek Basin Update.



2024 MAYES CREEK BASIN UPDATE

SANITARY SEWER

BRIAN GOODWIN, PE
ASSISTANT DIRECTOR

SCOTT ANDREWS, PE
UTILITIES ENGINEER

BEN MCNEIL,
DEVELOPMENT AND
INFRASTRUCTURE
MANAGER

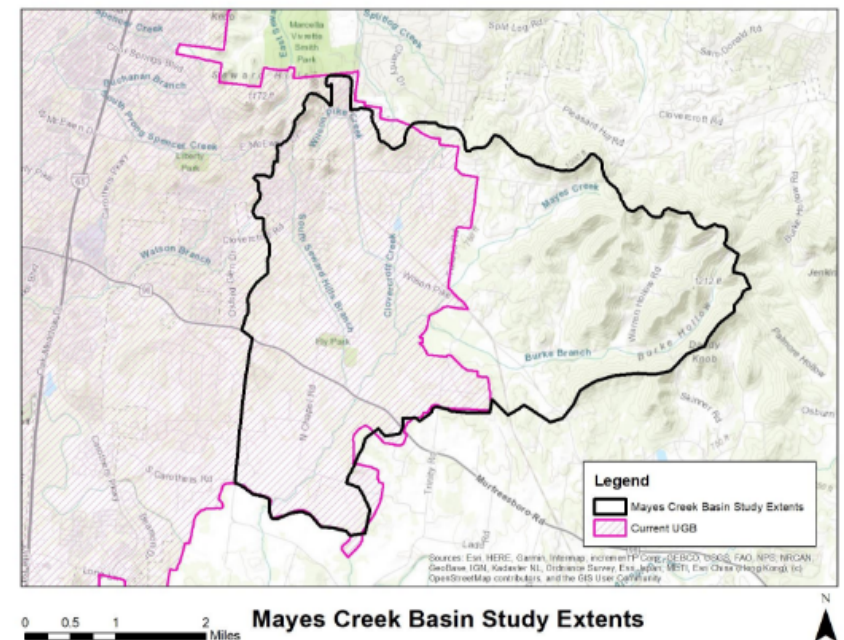
WATER MANAGEMENT
DEPARTMENT

AGENDA

- Background
- Overview
- CDM update
- Decentralized vs centralized sewer systems
- Conclusion

BACKGROUND OF OVERALL BASIN PLAN – MAYES CREEK BASIN

- Overall Mayes Creek Basin Plan
 - Dates back at least to 2001
 - June 2006 study indicates a total of 3.5 MGD average daily flow.
 - The basin plan was updated in 2013 to include a proposed interceptor layout and updated densities. Expected average daily flows 4.4 MGD.
 - The flow estimations appear to be the entire basin (combined IN/Out UGB)
 - In August of 2016 a consultant was commissioned to update the study from 2013. The consultant was to evaluate options and provide recommendations to staff for growth projections over the next 10 years. (Smith Property)
 - The need for an additional Clean Water Facility south and east of I-65 was identified.
 - An alternative regional pump station option to spur development growth within the area was provided, similar to the Westhaven model.
 - Also mentioned was the idea of decentralized sewer systems to be constructed temporarily while the city secured funding for the construction of the Clean Water Facility south and east of I-65. An additional population and density study was suggested to reevaluate the sewer utility.
 - 2016 the consultant's study estimated a total buildout of 5.2 MGD inside current UGB. This study was conducted in relation to the development of the Smith Property. To date, the Smith property has not moved forward.

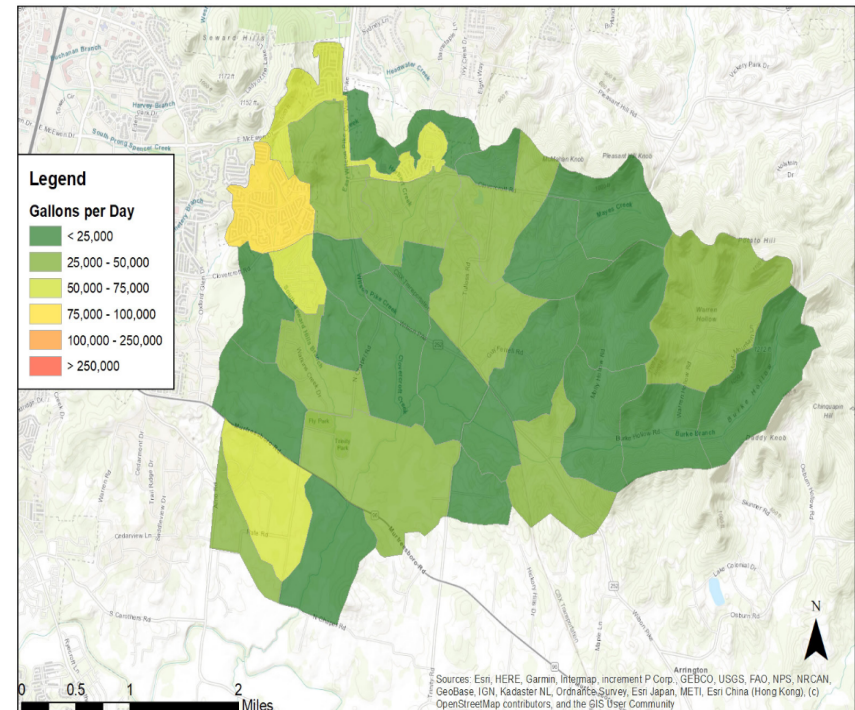


Existing UGB 2016 with overall Mayes Creek basin

CDM UPDATE 2023-2024 — MAYES CREEK BASIN

- In September of 2023, CDM was selected to update the Mayes Creek basin in accordance with the latest growth projections provided by City of Franklin Planning. Signs of growth have been more frequent, and requests have been made for serving the Mayes Creek Basin with sewer utility.
 - 205 I Wilson Pike is an example of recent request to staff.
- CDM's task
 - Updating flow projections
 - Evaluate interceptor sizing
 - Provide likely profile depths of future interceptors.
 - Review of the interim solution discussed within the 2016 basin update and provide a potential solution.

Potential Flows: Nearest term forecast

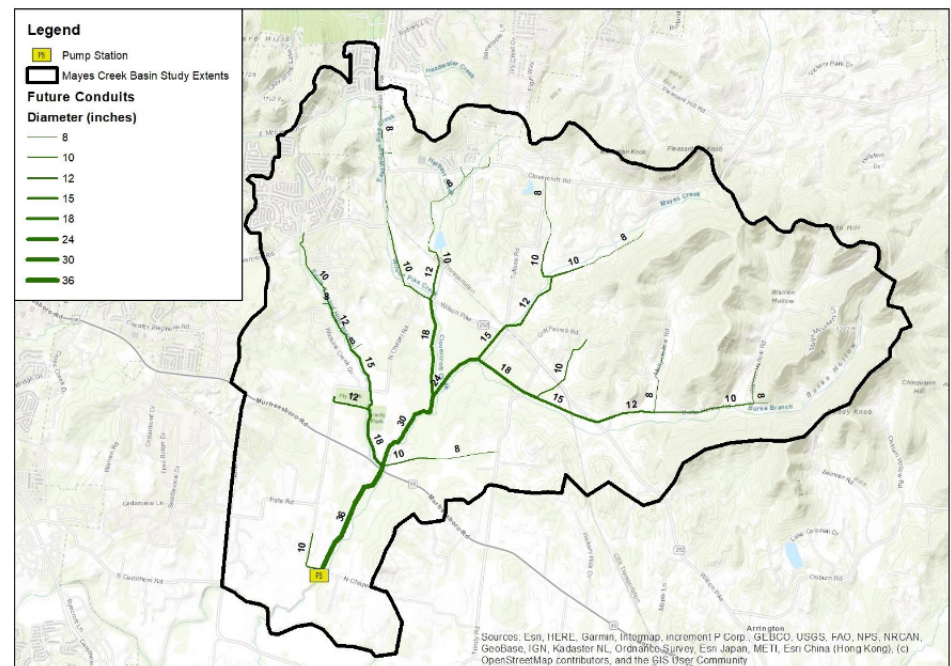


CDM UPDATE 2023-2024 — MAYES CREEK BASIN

- 60% of Mayes Creek basin is currently undeveloped; what has been developed was developed through Williamson County and is currently utilizing on site disposal. (STEP systems)
- Mayes Creek basin breakdown (Flow estimates provided are average daily flow)
 - Nearest term growth: 0.8 MGD
 - Nearest term defined as current estimates of sanitary sewer flow based on known flows and low growth factors
 - Moderate Growth: 2.7 MGD
 - Defined as an approximate halfway point 20-30 years based on growth patterns
 - Full buildout (Inside current UGB and rest of basin also considers current STEP systems connecting in the future): 7.6 MGD
 - All available land is developed to its maximum density based on Envision Franklin.
 - This takes into account minimal to no development of slopes of 14% and greater.
- These flow projections are based on the 2023 Envision Franklin Planning document.
- Actual planning and permitting of development will drive timelines for flows additional construction required to see flow in area.

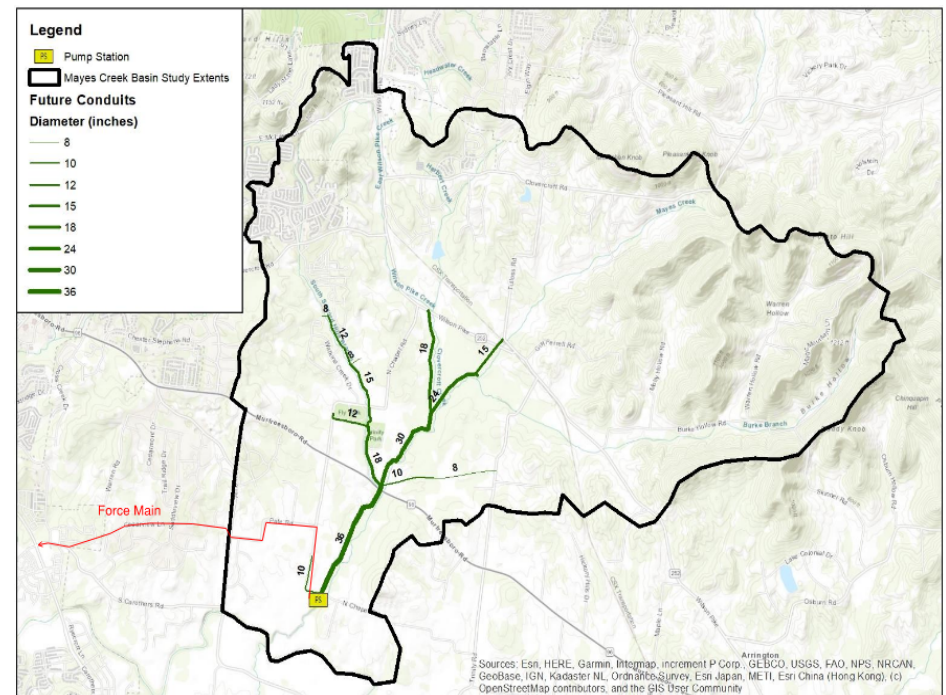
CDM UPDATE 2023-2024 — MAYES CREEK BASIN

- Mayes Creek Interceptor layout
 - For this exercise, 2018 LiDAR was utilized to determine Interceptor placement.
 - 25 stream channel crossings noted, but minimizing impacts to existing wetlands and 60' buffers were considered.
 - Sloped areas of 14% and greater were also protected.
- Pipe sizing
 - Pipe velocities, TDEC pipe sloping requirements, manhole spacing, minimum manhole depth of 7' were all considered.
 - Updated flow information indicates a maximum interceptor size of 36" with submains in accordance with the density allotted within the sub basins.
- Sewer profiles have been completed with a maximum projected depth of 11'. This allows staff the understanding of potential easement requirements and Interceptor routings.



CDM UPDATE 2023-2024 — MAYES CREEK BASIN

- Interim Solution-Regional lift station
 - The 2016 and 2023 Mayes Creek basin study both reviewed a sanitary alternative that allows for the development and sanitary sewer utility servicing the central and north Mayes Creek Basin.
 - Using the “Westhaven model”, a regional lift station may be constructed south of Murfreesboro Rd to pump sanitary flow to the future Water Reclamation Facility site.
 - Design, planning, easement acquisition and construction may take 8 to 10 years
 - Water Reclamation Facility is not yet constructed, all flow from this area would in the interim be treated at the current Water Reclamation Facility on Claude Yates.
 - Based on current flow estimations of 3.3 MGD, Phase I of this alternative requires a 3.7 mile 16” force main installation. As flows within the area increase, additional pump station and force main capacity may be required.
- In 2016 the proposed gravity interceptor and lift station was estimated to cost 23 million dollars. (\$30.1M in today's dollars). The costs has increased substantially over time, exacerbating the financial impacts of developing the basin.



BACKGROUND AND RECOMMENDATIONS 2016 – MAYES CREEK BASIN

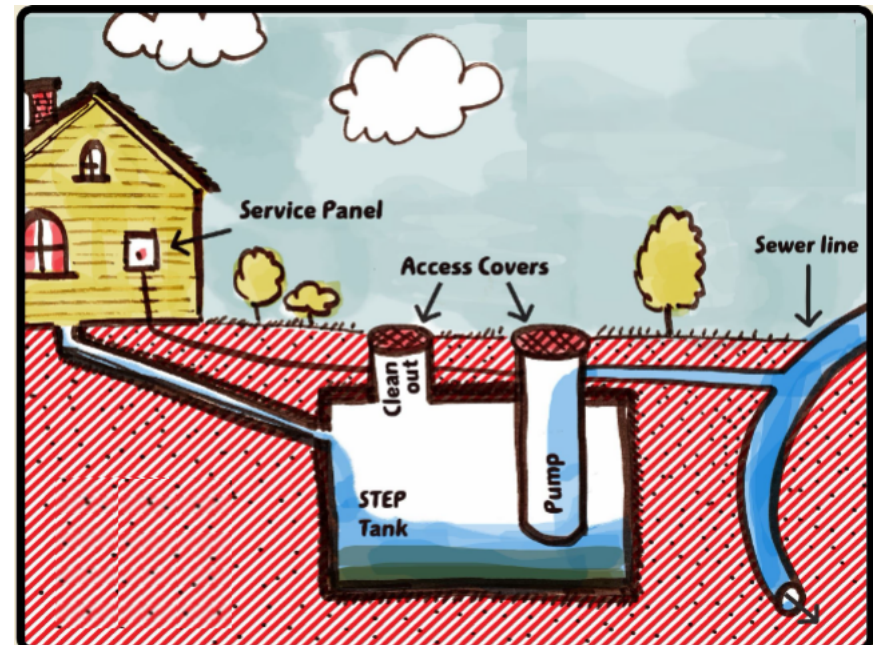
- In 2016 a consultant provided information related to decentralized sewer systems. The consultant evaluated the option and found that the addition of decentralized sewer systems would likely require 30-60 decentralized wastewater systems to be added within the Mayes Creek Basin.
 - Information was provided noting the City would be required to provide additional employees and equipment for daily maintenance and operations of the potential decentralized systems.
 - Each new decentralized system was estimated in 2016 at a cost \$800,000 to \$1.5 million for construction. An additional \$500,000 per year per decentralized system for operations and maintenance was estimated.
 - 30 decentralized systems: \$24M (**\$31.4M** in today's dollars) to \$45M (**\$58.9M** in today's dollars) to construct, \$15M (**\$19.6M** in today's dollars) annually to maintain
 - 60 decentralized systems: \$48M (**\$62.8M** in today's dollars) to \$90M (**\$117.8M** in today's dollars) to construct, \$30M (**\$39.2M** in today's dollars) annually to maintain
 - Reserve land is required for drip irrigation of effluent water, limiting the amount of land to be utilized for any other purpose
- In 2016 Staff recommended against decentralized systems due to the overall cost of these systems with a limited life expectancy of 30 to 50 years. Additional staffing and equipment needs exceed staffing and budgetary constraints.
- Centralized sewer was established as the most efficient option with a new south water reclamation facility.

Table 1: 2016 Summary of Capital Costs

Option	City Borne Cost	Developer Borne Cost
Decentralized Treatment	N/A	\$800,000 to \$1,500,000/ EA Plus Access Fees
Decentralized Pump Stations/ Force Mains	N/A Review Needed System Upgrades	\$625,000/ EA Plus Access Fees
Regional Pump Stations/ Force Mains	\$20,000,000 Review Needed System Upgrades	Cost of Conveyance to Pump Stations Plus Access Fees
Centralized Collection	\$36,000,000 Review Needed System Upgrades	Access Fees

FUTURE DECENTRALIZED SEWER CONNECTIONS — MAYES CREEK BASIN

- Future connections to centralized sewer (City sewer) from decentralized sewers (septic tank effluent pump systems, or STEP Systems) must be considered
 - STEP systems are designed with a solids tank on the property being served and an effluent pump that discharges into a common effluent force main in the street. All solids are restricted to the waste tank on site.
 - The effluent force main then discharges the effluent wastewater to a decentralized filtration station where it is treated and then applied to land set aside for drip irrigation.
 - STEP systems are not designed as centralized pressure or gravity sewer systems. To connect STEP systems to centralized sewer systems each system would require an evaluation and a new design to ensure proper service connection.
 - STEP systems are designed with specific permitting requirements that may not align with Franklin permit requirements and may negatively impact Franklin's permitted treatment capacity.
 - Additional cost may be required to construct a gravity sanitary sewer system in a built environment.
 - Connecting decentralized sewer systems to centralized presents additional challenges that must be realized before allowing connections.



CDM UPDATE 2023-2024 — MAYES CREEK BASIN

- The City of Franklin, through City staff and administrators, are exploring the development infrastructure alignment for the projected growth, timing, and scale of the south water reclamation facility
- A presentation to BOMA was made in June of 2024 to demonstrate the need for the south plant and the timing of the exhaustion of current capacity at the Claude Yates Water Reclamation Facility
- Currently, the only flows considered in the Mayes Creek basin in substantiating the need for the south water reclamation facility are those developments currently vested
- Mayes Creek basin projected flows as noted in this presentation have significant impact on the scale of the future south water reclamation facility and the timing of its proposed phasing

CONCLUSION

- Centralized collection systems are vital to public health and clean water in accordance with the Clean Water Act of 1972. 92-500
- Mayes Creek basin should be served by centralized sanitary sewer in accordance with the current and past City of Franklin basin studies establishing clean water and environmentally friendly option.
- Serving the area with centralized sanitary sewer is beneficial to both the environment and future Franklin residents within the basin.

**AMENDMENT NO. 1 TO
COF CONTRACT NO. 2023-0210**

THIS AMENDMENT NO. 1 to COF Contract No. 2023-0210 is entered into by and between the CITY OF FRANKLIN, TENNESSEE (the "City") and CDM SMITH ("CDM") as of this _____ day of _____, 2024.

RECITALS:

WHEREAS, the City of Franklin and CDM Smith, Inc. entered into COF Contract No. 2023-0210 dated September 26, 2023 (the "Agreement"); and

WHEREAS, the Agreement is for sanitary sewer system model assistance for the Mayes Creek Basin Planning Updates; and

WHEREAS, the parties desire to amend the Work Summary and Fee Schedule to add new hours for profiles and cost changes for an additional sum of Twenty-Four Thousand Eight Hundred and No/100 Dollars (\$24,800.00) for a total not to exceed contract amount of Eighty-Four Thousand Eight Hundred and No/100 Dollars (\$84,800.00); and

WHEREAS, the City and CDM desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The Agreement is hereby amended and restated as follows:
2. The Agreement is hereby amended to include the Scope of Work and Fee Schedule attached hereto as Exhibit A. The total contract cost is amended from Sixty Thousand and No/100 Dollars (\$60,000.00) to Eighty-Four Thousand Eight Hundred and No/100 Dollars (\$84,800.00).
3. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
4. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.
6. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this

Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

7. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without 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.

9. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

10. All other provisions of the Agreement, dated September 26, 2023 are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Date: _____

Attest:

By: _____
Eric Stuckey, City Administrator

Date: _____

APPROVED AS TO FORM BY:

J. Blake Harper, Staff Attorney

By: Jennifer Osgood
Title: Senior Vice President
Date: 5/28/24



210 25th Avenue North
Suite 1102
Nashville, TN 37203
tel: 615-320-3161

March 22, 2024

Brian Goodwin, PE
Assistant Director of Water Management
City of Franklin
124 Lumber Drive
Franklin, Tennessee 37064

Subject: Sanitary Sewer System Model Assistance
Mayes Creek Basin Planning Updates

Dear Brian:

CDM Smith has been pleased to support the City of Franklin on the Phase II Sanitary Sewer System Model Assistance to date and appreciates the opportunity to continue to support the City collection system planning and expansion into the future. As requested, CDM Smith is submitting the following scope of work to provide continuing services for the Sanitary Sewer System Model, including re-calibration of the existing sanitary sewer model based on the monitoring performed by the City. The scope of services for the work shall be as described herein. Updates regarding the generation of plan and profile drawings and the resulting fees have been added as of March 2024.

Scope of Work

CDM Smith will provide support to the City for the following items:

CDM Smith will develop a planning-level sanitary sewer basin study for the Mayes Creek drainage basin within and adjacent to the City of Franklin. This plan will include sanitary sewer layouts, potential force main alignments, estimates of conveyance sizes, an analysis of potential conflicts and implementation challenges, and flow estimates for future planning horizons. Deliverables will include a technical memorandum, maps and GIS files, and an EPA-SWMM model of the proposed system. The model can be used as a baseline for the application of CDM Smith's Capacity Analysis Tool (CAT), which is useful for estimating the impacts of development on sanitary sewer flow and the overall capacity of the collection system. Additional support for the CAT's implementation and updates is covered under an active on-call contract that the City maintains with CDM Smith.

Services:



Mayes Creek Basin Planning

3/22/2024

Page 2

Data Gathering and Analysis: The data required to compile the plan will be collected and modified as needed. Publicly available datasets such as LiDAR, wetlands, and soil data will be collected and processed. Datasets such as parcels, UGB boundaries, and utility/transportation data will be provided by the City. Available planning documents such as Envision Franklin, previous master plans, and technical documents related to flow development will be reviewed. Parcels with anticipated development will be identified and routing for future flows from these parcels will be determined. This task is anticipated to begin as soon as a Notice to Proceed is provided and will take approximately one month.

Key sub-tasks and personnel:

Data Gathering and Analysis: Data required for the development of the plan will be collected by the Engineer with the City's assistance as needed. *Engineer 6, 20 hours; Engineer 2, 40 hours.*

Flow Development and Routing Study: A high-level conveyance network for the Mayes Creek basin will be developed based on topography, proximity to streams/wetlands, and easement availability. Sizing of conveyances will be based on slope, anticipated development flows, and existing development. This task is anticipated to begin during the data analysis phase and will take approximately two months.

Key sub-tasks and personnel:

Flow Development: Flow factors will be developed based on previous plans and industry standards. Future flows will be estimated for all parcels anticipated to be tributary to Mayes Creek at near-future time horizons of ten- and twenty-year periods; as well as at a buildout scenario. *Engineer 6, 40 hours; Engineer 2, 20 hours.*

Network Routing Development: Routing and layout of future conveyances will be performed. Pump station locations and force main routings required to deliver interim flow to the existing system will be provided. Deliverables will include GIS layers and a SWMM model with flows applied based on the previous subtask. *Senior Engineer, 20 hours; Engineer 6, 80 hours; Engineer 2, 80 hours.*

Profile Generation: Future conveyance profiles generated in the Network Routing sub-task will be exported to CAD and provided in a series of plan and profile drawings at the appropriate scale based on interceptor extents. Drawings will be referenced to local features including but not limited to roads, streams, and structures. Deliverables will include digital CAD files of the proposed interceptors. *Engineer 4, 155 hours.*



Mayes Creek Basin Planning

3/22/2024

Page 3

Technical Memorandum and Plan Development: A review of local and state regulations for disposal, decentralized operations, and permitting will be performed. A technical memorandum summarizing the proposed future network and flows will be compiled. This task is anticipated to begin concurrent with the routing study and take three months from the completion of the model network.

Key sub-tasks and personnel:

Plan Development: Methodology, findings, and recommendations will be compiled into a technical memorandum. The memorandum will include estimates of lengths and sizes for conveyance in the basin and will include alternatives for regional pump stations and force main configurations. The impact of flow routing on the current and proposed future system will be assessed. An analysis of current treatment/disposal options and policy development will also be included. Figures related to the plan will be provided. *Senior Engineer, 20 hours; Engineer 6, 80 hours; Engineer 2, 40 hours.*

CAT Development Table: A list of known developments will be compiled in a format that can be used by the Capacity Analysis Tool, featuring the appropriate load point, characterization of flows, and peaking factor. *Engineer 2, 8 hours.*

Schedule

Based on the time frame of the proposed tasks, the project is anticipated to be completed by the end of June 2024. Deliverables and reviews will be coordinated with City staff.

Billing

CDM Smith will bill the project on a monthly basis on a time and materials basis, according to the attached billing rate table. For each monthly invoice, CDM Smith will submit a monthly progress report and update on project status and deliverables. Billing Rate escalation may be requested on an annual basis; the escalation of the billing rates shall never exceed 3% per category, per year.

As outlined in the scope of work summary, the table includes the estimates of total hours and costs for each of the proposed tasks.



Mayes Creek Basin Planning

3/22/2024

Page 4

Task Name	Project Manager	Technical Specialist	Engineer VI	Engineer IV	Engineer II	Accounting /Admin	Total Hours	Cost (\$)
Data Gathering and Analysis			20		40		60	\$8,800
Flow Development and Routing Study		16	70	155	100		341	\$54,400
Technical Memorandum and Plan Development		4	54		40		98	\$15,920
Meetings, Technical Review, and Project Management	16					16	32	\$5,680
Total not to exceed:	16	20	144	155	180	16	376	\$84,800

CDM Smith Labor Billing Rates:

Project Billing Rates	
Officer	\$260
Project Manager	\$250
Senior Technical Specialist	\$260
Technical Specialist	\$250
Senior Engineer/Scientist	\$220
Engineer/Scientist VII	\$200
Engineer/Scientist VI	\$180
Engineer/Scientist V	\$170



Mayes Creek Basin Planning

3/22/2024

Page 5

Engineer/Scientist IV	\$160
Engineer/Scientist III	\$145
Engineer/Scientist II	\$130
Engineer/Scientist I	\$120
Junior Engineer	\$110
Project Accounting	\$105
Administrative	\$105

Thank you again for this opportunity to work with you and the City of Franklin staff on this project. Please feel free to call Aaron or Zack if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "DM", with a long horizontal flourish extending to the right.

David Mason, PE, PMP
Project Manager

Enclosure

cc: Zack Daniel, CDM Smith
Aaron Rogge, CDM Smith

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Date: _____

Attest:

By: _____
Eric Stuckey, City Administrator

Date: _____

APPROVED AS TO FORM BY:

J. Blake Harper, Staff Attorney

CDM SMITH:

By: _____

Title: _____

Date: _____



210 25th Avenue North
Suite 1102
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tel: 615-320-3161

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Services:





Mayes Creek Basin Planning

3/22/2024

Page 2

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Mayes Creek Basin Planning

3/22/2024

Page 3

Technical Memorandum and Plan Development: A review of local and state regulations for disposal, decentralized operations, and permitting will be performed. A technical memorandum summarizing the proposed future network and flows will be compiled. This task is anticipated to begin concurrent with the routing study and take three months from the completion of the model network.

Key sub-tasks and personnel:

Plan Development: Methodology, findings, and recommendations will be compiled into a technical memorandum. The memorandum will include estimates of lengths and sizes for conveyance in the basin and will include alternatives for regional pump stations and force main configurations. The impact of flow routing on the current and proposed future system will be assessed. An analysis of current treatment/disposal options and policy development will also be included. Figures related to the plan will be provided. *Senior Engineer, 20 hours; Engineer 6, 80 hours; Engineer 2, 40 hours.*

CAT Development Table: A list of known developments will be compiled in a format that can be used by the Capacity Analysis Tool, featuring the appropriate load point, characterization of flows, and peaking factor. *Engineer 2, 8 hours.*

Schedule

Based on the time frame of the proposed tasks, the project is anticipated to be completed by the end of June 2024. Deliverables and reviews will be coordinated with City staff.

Billing

CDM Smith will bill the project on a monthly basis on a time and materials basis, according to the attached billing rate table. For each monthly invoice, CDM Smith will submit a monthly progress report and update on project status and deliverables. Billing Rate escalation may be requested on an annual basis; the escalation of the billing rates shall never exceed 3% per category, per year.

As outlined in the scope of work summary, the table includes the estimates of total hours and costs for each of the proposed tasks.



Mayes Creek Basin Planning

3/22/2024

Page 4

Task Name	Project Manager	Technical Specialist	Engineer VI	Engineer IV	Engineer II	Accounting /Admin	Total Hours	Cost (\$)
Data Gathering and Analysis			20		40		60	\$8,800
Flow Development and Routing Study		16	70	155	100		341	\$54,400
Technical Memorandum and Plan Development		4	54		40		98	\$15,920
Meetings, Technical Review, and Project Management	16					16	32	\$5,680
Total not to exceed:	16	20	144	155	180	16	376	\$84,800

CDM Smith Labor Billing Rates:

Project Billing Rates	
Officer	\$260
Project Manager	\$250
Senior Technical Specialist	\$260
Technical Specialist	\$250
Senior Engineer/Scientist	\$220
Engineer/Scientist VII	\$200
Engineer/Scientist VI	\$180
Engineer/Scientist V	\$170



Mayes Creek Basin Planning

3/22/2024

Page 5

Engineer/Scientist IV	\$160
Engineer/Scientist III	\$145
Engineer/Scientist II	\$130
Engineer/Scientist I	\$120
Junior Engineer	\$110
Project Accounting	\$105
Administrative	\$105

Thank you again for this opportunity to work with you and the City of Franklin staff on this project. Please feel free to call Aaron or Zack if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "DM", with a long horizontal flourish extending to the right.

David Mason, PE, PMP
Project Manager

Enclosure

cc: Zack Daniel, CDM Smith
Aaron Rogge, CDM Smith

CDM SMITH:

By: Jennifer Orzgood
Title: Senior Vice President
Date: 6/27/24



File #: 21-0432

DATE: July 2, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2024-51, A Resolution Initiating The Annexation Process And Draft Plan Of Services, For The Possible Annexation Of 10.6 Acres, Located West Of Lewisburg Pike And South Of Henpeck Pane, At 1288 Lewisburg Pike. Establishing A Public Hearing On September 10, 2024

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-51, A Resolution Initiating The Annexation Process And Draft Plan Of Services, For The Possible Annexation Of 10.6 Acres, Located West Of Lewisburg Pike And South Of Henpeck Pane, At 1288 Lewisburg Pike. Establishing A Public Hearing For September 10, 2024.

PROJECT INFORMATION

Applicant: Charlie Weir, The Gateway Church - Nashville, Inc.
Owner: The Gateway Church - Nashville, Inc., Charlie Weir, Rep.

BACKGROUND/STAFF COMMENTS:

The property being considered is located west of Lewisburg Pike and South of Heneck Lane and measures 10.6 acres in size, located at 1288 Lewisburg Pike. The property is home to the Gateway Church campus, and it is the church that is requesting annexation into the City. It is noncontiguous to the City limits and is within the City's Urban Growth Boundary (UGB). The parcel is within the Neighborhood Commercial Design Concept as defined by Envision Franklin. Envision Franklin states that new development within the Neighborhood Commercial Design Concept, "contain a mix of active uses at key intersections that serve surrounding neighborhoods. These centers should be compatible with and contribute to neighborhood character and livability." Institutional uses are recommended as a primary use within Neighborhood Commercial.

A draft Plan of Services is included as an attachment. The Plan of Services outlines how the City will serve the properties requesting annexation and any additional infrastructure that would be required

for new development. The draft Plan of Services also included specific issues to consider from the various utility and development review departments within the City. The property lies within the Goose Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study and is identified as a short-term annexation capability area. It is important to note that the extension of sanitary sewer to serve this property would have to cross a neighboring property (2397 Henpeck Lane) that has requested neither sanitary sewer nor annexation into the City. As the neighboring property will have access to sanitary sewer, it is recommended by staff that both properties be annexed at the same time or at a minimum, that an annexation agreement be provided by the neighboring property. The property owner requesting annexation would be required to obtain and record, at their expense, an easement across the neighboring property in order to serve this property with sanitary sewer.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-51.

RESOLUTION 2024-51

RESOLUTION INITIATING THE ANNEXATION PROCESS AND REVIEW OF DRAFT PLAN OF SERVICES, FOR THE POSSIBLE ANNEXATION OF 10.6 ACRES, LOCATED WEST OF LEWISBURG PIKE AND SOUTH OF HENPECK PANE, AT 1288 LEWISBURG PIKE

WHEREAS, Charlie Weir, The Gateway Church- Nashville, Inc., ("Owner") of property located at 1288 Lewisburg Pike ("Property") petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee ("City"), to annex the Property not adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, it is believed it is in the best interest of the City to further investigate the area petitioned to be annexed in order to consider the area for future development in accordance with City standards;

WHEREAS, this resolution shall not bind the City to later annex the Property; and

WHEREAS, *Tennessee Code Annotated* (T.C.A.) § 6-51-102, as amended, requires that a Plan of Services be adopted by a municipal governing body prior to the passage of an annexation resolution; and

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

SECTION I. That the Property to be further considered by the Franklin Municipal Planning Commission and the Board of Mayor and Alderman is located west of Lewisburg Pike and south of Henpeck Lane, as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
106-29.01	10.6
Total	10.6

SECTION II: That the attached Draft Plan of Services hereto as Exhibit B shall provide guidance to the Board of Mayor and Alderman on how the Property would be served by City resources but is not binding on final annexation.

SECTION III: That the Draft Plan of Services shall be studied by City staff and amended as needed during the study before final presentation to the Franklin Municipal Planning Commission and BOMA.

SECTION IV. BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Resolution shall take effect from and after its passage.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2024.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Angie Skarp

City Recorder

By: _____

Dr. Ken Moore

Mayor

Approved as to form by:

Shauna R. Billingsley

City Attorney

EXHIBIT
GATEWAY CHURCH, ANNEXATION INITIATION
1288 LEWISBURG PIKE
10.6 ACRES



Legend

 Gateway Church  Limits



0 250 500 1,000
Feet

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It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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DRAFT Plan of Services Exhibit B

The Property is located west of Lewisburg Pike and south of Henpeck Lane, noncontiguous to the City limits, within the Urban Growth Boundary, and as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
106-29.01	10.6
Total	10.6

A. Water

1. The Property is located within the HB&TS service area.
2. Water availability shall be approved and provided through HB&TS prior to annexation.
3. The Owner shall be required to provide adequate fire flow and pressure to the Property.

ISSUES TO CONSIDER:

- N/A

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. In the case of this Property, a greater than 1,000-foot extension would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.

ISSUES TO CONSIDER:

- N/A

C. Wastewater

1. The Property lies within the Goose Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The Owner shall be required to extend the sanitary sewer main 1,500 linear feet to provide service to the Property.
3. The City of Franklin Sanitary Sewer System Basin Plans show this as an 8-inch sanitary sewer interceptor.
4. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
5. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
6. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.

ISSUES TO CONSIDER:

- *The extension of sanitary sewer to serve this property would have to cross a neighboring property that has requested neither sanitary sewer nor annexation into the City. As the neighboring property will have access to sanitary sewer, it is recommended by staff that both properties be annexed at the same time or at a minimum, that an annexation agreement be provided by the neighboring property.*

DRAFT Plan of Services Exhibit B

- *The property owner would be required to obtain and record, at their expense, an easement across the neighboring property in order to serve this property with sanitary sewer.*

D. Stormwater

1. The Owner shall be responsible for the engineering, design and construction of the necessary stormwater infrastructure for the development of the Property and shall comply with the requirements as outlined in the Franklin Municipal Code.
2. As the Property develops, the City will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

ISSUES TO CONSIDER:

- N/A

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from Lewisburg Pike.
4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

ISSUES TO CONSIDER:

- *This property includes future roadways listed on the Major Thoroughfare Plan. It includes Lewisburg Pike.*
- *Any additional density proposed on the property may require the realignment of the driveway on Lewisburg Pike*

F. Traffic Control

1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time.
2. New development after the effective date of annexation shall comply with City regulations governing traffic control devices and markings.

ISSUES TO CONSIDER:

- N/A

G. Street Lighting

1. No off-site street lighting is proposed at this time.
2. Street lighting within new developments shall be funded and installed by the Owner per City policy, which includes the installation of electric meters to allow for future ownership and maintenance by the City or homeowners association. The installation and operation of street lights shall coincide with the phasing of development and issuance of Certificates of Occupancy.

ISSUES TO CONSIDER:

- N/A

DRAFT Plan of Services
Exhibit B

H. Street Name Signs

1. No additional street name signs in the area have been deemed necessary.
2. New development shall install street name signs per City policy.

ISSUES TO CONSIDER:

- N/A

I. Fire Protection

1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

ISSUES TO CONSIDER:

- N/A

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. Envision Franklin places this parcel in the Neighborhood Commercial Design Concept, which contains a mix of active uses at key intersections that serve surrounding residential concentrations.
3. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen to a Zoning District and any applicable Overlay Zoning District(s), pursuant to the requirements of the Franklin Zoning Ordinance. If the Owner has requested the Planned District, they shall be required to submit a Development Plan, pursuant to the Franklin Zoning Ordinance.

ISSUES TO CONSIDER:

- *This property was identified as a high priority growth area based on a study done in 2018 and presented to the Board of Mayor and Aldermen.*

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Impact Fees and Parkland Dedication Ordinance 2016-25. The Ordinance can be found at https://library.municode.com/tn/franklin/codes/code_of_ordinances
3. The Parks Master Plan is due to be updated 2021-22 to include new amendments that have been add over the past few years as we improve our processes. At this time Parks will look at the outer boundaries of the UGB for land and growth potential to build City Parks. Assured that Neighborhood Parks and Trails will need to be a part of future planning.

ISSUES TO CONSIDER:

- N/A

L. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.
2. Police services will be provided with existing personnel and equipment.

ISSUES TO CONSIDER:

DRAFT Plan of Services
Exhibit B

- N/A

M. Building and Code Inspection Services

1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.

ISSUES TO CONSIDER:

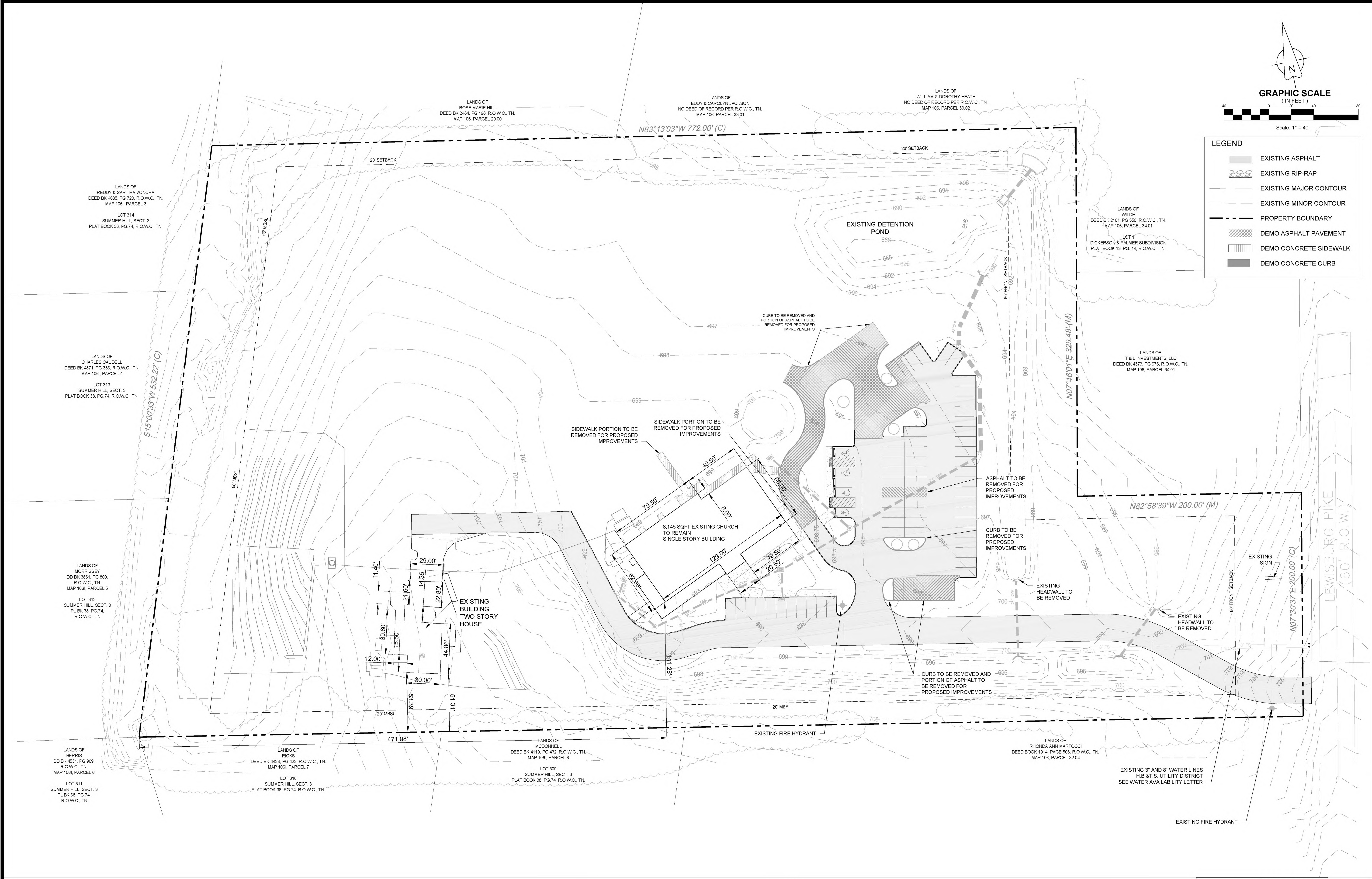
- N/A

N. Garbage and Recycling Pickup and Environmental

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

ISSUES TO CONSIDER:

- N/A



REVISIONS	
NO.	DATE
1	3/20/18
2	8/31/18
3	10/10/18
4	10/19/18
5	12/10/18

REVISED PER WILLIAMSON COUNTY COMMENTS	
NO.	DATE
1	3/20/18
2	8/31/18
3	10/10/18
4	10/19/18
5	12/10/18

REVISED PER CITY/OWNER COMMENTS	
NO.	DATE
1	3/20/18
2	8/31/18
3	10/10/18
4	10/19/18
5	12/10/18

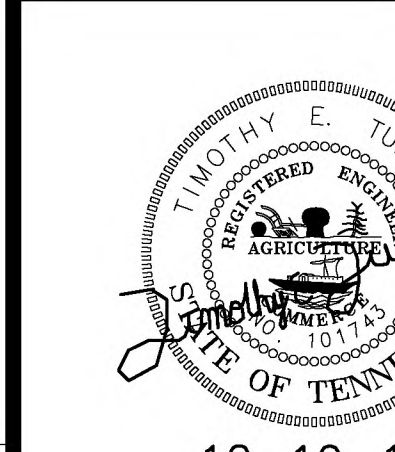
REVISED PER STATE FIRE MARSHAL COMMENTS	
NO.	DATE
1	3/20/18
2	8/31/18
3	10/10/18
4	10/19/18
5	12/10/18

REVISED PER COUNTY COMMENTS	
NO.	DATE
1	3/20/18
2	8/31/18
3	10/10/18
4	10/19/18
5	12/10/18

DATE:	
01-24-2018	SCALE:
AS SHOWN	AS SHOWN
DRAWN BY:	DRAWN BY:
T-SQUARE	T-SQUARE
REVIEWER:	REVIEWER:
TET	TET

EXISTING CONDITIONS AND DEMO PLAN

1 288 LEWISBURG PIKE
MAP 106 PARCEL 029.01 (10.6 AC.)
WILLIAMSON COUNTY, TENNESSEE



OWNER OF RECORD
GATEWAY CHURCH - NASHVILLE INC
ZONING MGA-1, MAP 106 PARCEL 029.01

APPLICANT
GATEWAY CHURCH, CHARLIE WEIR
1288 LEWISBURG PIKE
FRANKLIN, TN 37064
615-538-6040

PROJECT
16-0819

SHEET
C-1.0

RESOURCE PROTECTION STANDARDS
THIS DEVELOPMENT WILL ADHERE TO THE RESOURCE PROTECTION STANDARDS SET FORTH IN ARTICLE 13 OF THE ZONING ORDINANCE CONCERNING NATURAL AND HISTORICAL RESOURCES, SUCH AS WATERWAY PROTECTION, STEEP TOPOGRAPHY AND SLIPPAGE, SOIL PROTECTION, KARST TOPOGRAPHY PROTECTION, SPECIAL FLOOD HAZARD AREA PROTECTION, WETLAND PROTECTION, WOODLAND AND TREE PROTECTION, AND HISTORIC AND CULTURAL RESOURCE PROTECTION.

NOTE:
1. THIS PROPERTY HAS BEEN REVIEWED FOR THE EXISTENCE OF INTERMITTENT AND PERENNIAL STREAMS. STREAMS THAT WOULD REQUIRE WATERWAY NATURAL AREAS AS DESCRIBED IN SECTION 4 OF THE WILLIAMSON COUNTY STORM WATER MANAGEMENT REGULATIONS HAVE BEEN LOCATED AS SHOWN.
2. THIS SITE HAS BEEN REVIEWED FOR THE PRESENCE OF STEEP SLOPES, HILLTOPS AND RIDGETOPS, SLIPPAGE SOILS AND KARST FEATURES. NONE OF THE MENTIONED FEATURES ARE PRESENT ON THIS SITE.

FLOOD NOTE
NO PORTION OF THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS A 100 YEAR FLOOD ZONE AS EVIDENCED ON FEMA PANEL # 47167C 0365 F OF WILLIAMSON COUNTY, TN, DATED 09/29/2006.

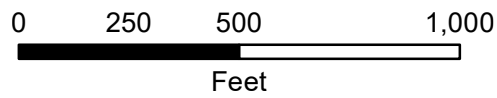
EXHIBIT
GATEWAY CHURCH, ANNEXATION INITIATION
1288 LEWISBURG PIKE
10.6 ACRES

Site

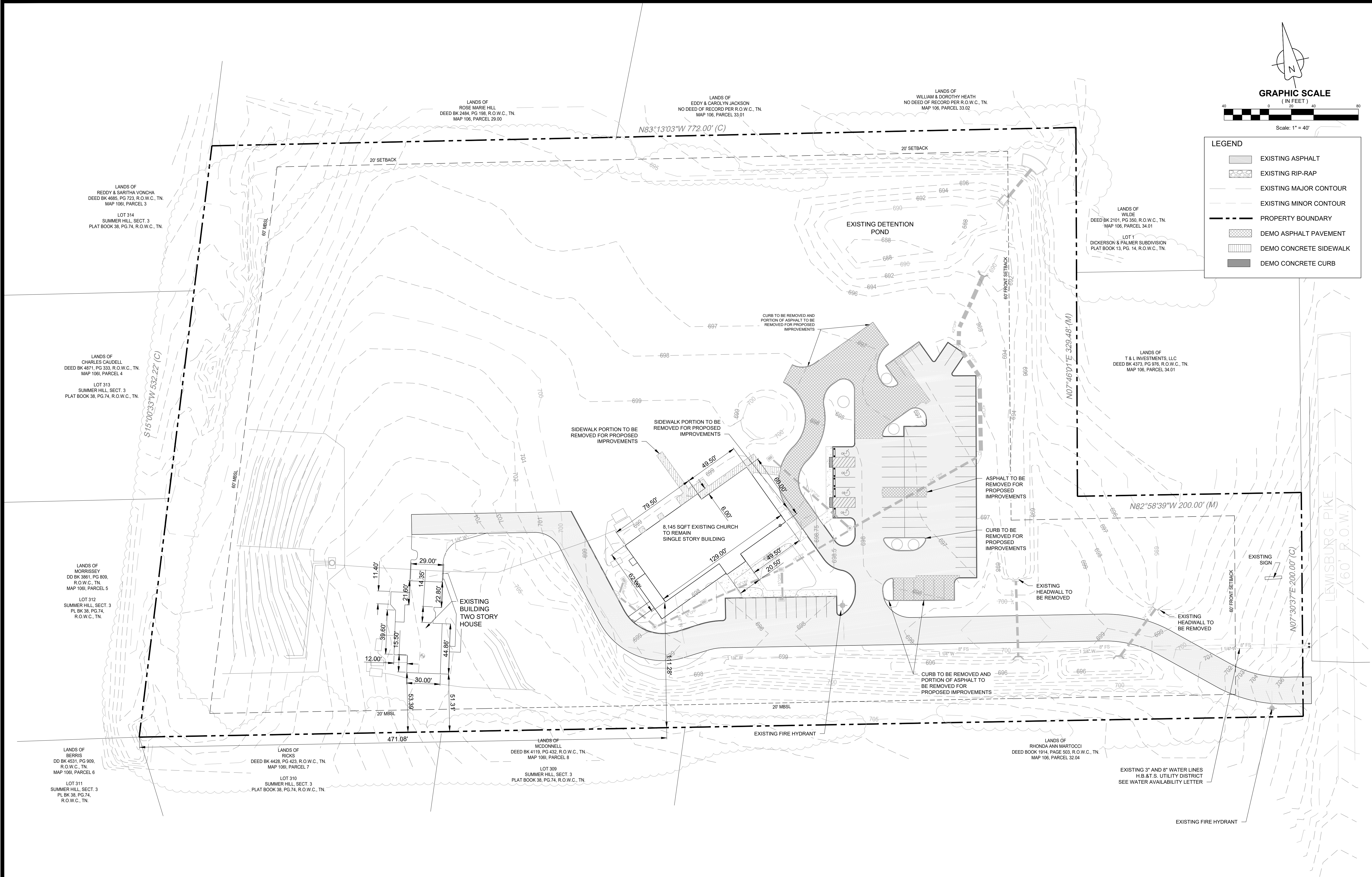


Legend

-  Gateway Church
-  Limits



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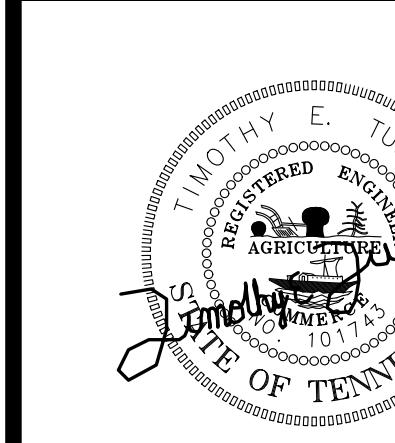


REVISIONS	
NO.	DATE
1	3/20/18
2	8/31/18
3	10/10/18
4	10/19/18
5	12/10/18

DATE:	01-24-2018
SCALE:	AS SHOWN
AS SHOWN	DRAWN BY:
DRAWN BY:	T-SQUARE
REVIEWER:	TET

EXISTING CONDITIONS AND DEMO PLAN

1 288 LEWISBURG PIKE
MAP 106 PARCEL 029.01 (10.6 AC.)
WILLIAMSON COUNTY, TENNESSEE



12-10-18

PROJECT
16-0819

SHEET
C-1.0

RESOURCE PROTECTION STANDARDS
THIS DEVELOPMENT WILL ADHERE TO THE RESOURCE PROTECTION STANDARDS SET FORTH IN ARTICLE 13 OF THE ZONING ORDINANCE CONCERNING NATURAL AND HISTORICAL RESOURCES, SUCH AS: WATERWAY PROTECTION, STEEP TOPOGRAPHY AND SLIPPAGE, SOIL PROTECTION, KARST TOPOGRAPHY PROTECTION, SPECIAL FLOOD HAZARD AREA PROTECTION, WETLAND PROTECTION, WOODLAND AND TREE PROTECTION, AND HISTORIC AND CULTURAL RESOURCE PROTECTION.

NOTE:
1. THIS PROPERTY HAS BEEN REVIEWED FOR THE EXISTENCE OF INTERMITTENT AND PERENNIAL STREAMS. STREAMS THAT WOULD REQUIRE WATERWAY NATURAL AREAS AS DESCRIBED IN SECTION 4 OF THE WILLIAMSON COUNTY STORM WATER MANAGEMENT REGULATIONS HAVE BEEN LOCATED AS SHOWN.
2. THIS SITE HAS BEEN REVIEWED FOR THE PRESENCE OF STEEP SLOPES, HILLTOPS AND RIDGETOPS, SLIPPAGE SOILS AND KARST FEATURES. NONE OF THE MENTIONED FEATURES ARE PRESENT ON THIS SITE.

FLOOD NOTE
NO PORTION OF THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS A 100 YEAR FLOOD ZONE AS EVIDENCED ON FEMA PANEL # 47187C 0355 F OF WILLIAMSON COUNTY, TN, DATED 09/29/2006.

OWNER OF RECORD
GATEWAY CHURCH - NASHVILLE INC
ZONING MGA-1, MAP 106 PARCEL 029.01

APPLICANT
GATEWAY CHURCH, CHARLIE WEIR
1288 LEWISBURG PIKE
FRANKLIN, TN 37064
615-538-6040



File #: 21-0433

DATE: July 2, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2024-62, A Resolution Initiating The Annexation Process And Draft Plan Of Services, For The Possible Annexation Of 43.0 Acres, Located West Of Lewisburg Pike And South Of Goose Creek Bypass, At 1462 Lewisburg Pike. Establishing A Public Hearing On September 10, 2024

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-33, A Resolution Initiating The Annexation Process And Draft Plan Of Services, For The Possible Annexation Of 43.0 Acres, Located West Of Lewisburg Pike And South Of Goose Creek Bypass, At 1462 Lewisburg Pike. Establishing A Public Hearing For September 10, 2024.

PROJECT INFORMATION

Applicant: Adam Birdwell, The Graceway Group

Owner: CARRERA 2 PROP LLC, Raymond Throckmorton, Rep.

BACKGROUND/STAFF COMMENTS:

The properties being considered are located west of Lewisburg Pike and measure for a total of 43.0 acres in size, located at 1462 Lewisburg Pike. The properties are contiguous to the City limits and are within the City's Urban Growth Boundary (UGB). There are two parcels requesting annexation, Envision Franklin places one parcel (along Lewisburg Pike) in the Single Family Residential Design Concept and the other (western parcel) in the Neighborhood Green Design Concept. For Single Family, Envision Franklin states that the defined character of these areas may vary by neighborhood, but new developments should transition from existing development patterns in adjacent neighborhoods and that new development should be designed around natural features to highlight forested areas and hillsides and hilltops. For Neighborhood Green, Envision Franklin states that new developments should identify natural features that are to be preserved through 60% of dedicated open space and that new developments should offer a variety of housing types.

A draft Plan of Services is included as an attachment. The Plan of Services outlines how the City will serve the properties requesting annexation and any additional infrastructure that would be required for new development. The draft Plan of Services also includes specific issues to consider from the various utility and development review departments within the City. The property lies within the Goose Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study and is identified as a short-term annexation capability area. It is important to note that because the two parcels requesting annexation are not adjoining one another, they must be developed through separate plans and subdivisions. Future development of the western parcel is dependent on future extension of utility lines and road network in the immediate area for access to Lewisburg Pike.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-62.

RESOLUTION 2024-62

RESOLUTION INITIATING THE ANNEXATION PROCESS AND REVIEW OF DRAFT PLAN OF SERVICES, FOR THE POSSIBLE ANNEXATION OF 43.0 ACRES, LOCATED WEST OF LEWISBURG PIKE AND SOUTH OF GOOSE CREEK BYPASS, AT 1462 LEWISBURG PIKE

WHEREAS, Carrera 2 Prop. LLC, Raymond Throckmorton, Rep., (Owner) of property located at 1462 Lewisburg Pike (Property) petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (City), to annex the Property adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, it is believed it is in the best interest of the City to further investigate the area petitioned to be annexed in order to consider the area for future development in accordance with City standards;

WHEREAS, this resolution shall not bind the City to later annex the Property; and

WHEREAS, *Tennessee Code Annotated* § 6-51-102, as amended, requires that a Plan of Services be adopted by a municipal governing body prior to the passage of an annexation resolution; and

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

SECTION I. That the Property to be further considered by the Franklin Municipal Planning Commission and the Board of Mayor and Alderman is located west of Lewisburg Pike and south of Goose Creek Bypass, as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
117 – 11.01	4.51
118 – 40.02	38.49
Total	43.0

SECTION II: That the attached Draft Plan of Services hereto as Exhibit B shall provide guidance to the Board of Mayor and Alderman on how the Property would be served by City resources but is not binding on final annexation.

SECTION III: That the Draft Plan of Services shall be studied by City staff and amended as needed during the study before final presentation to the Franklin Municipal Planning Commission and BOMA.

SECTION IV. BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Resolution shall take effect from and after its passage.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2024.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

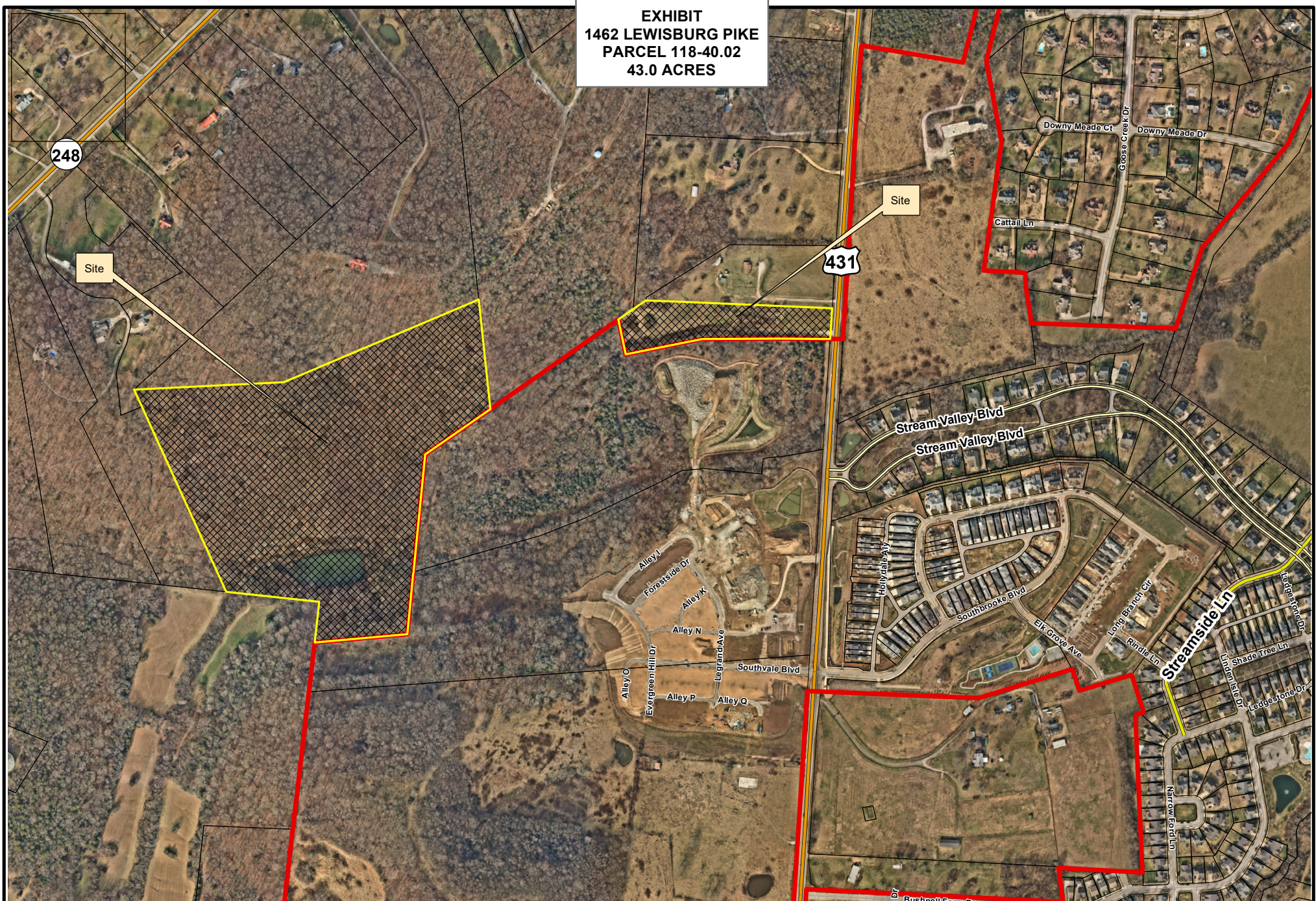
By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

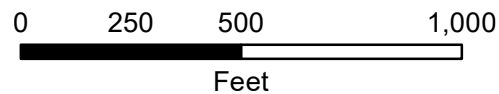
Shauna R. Billingsley
City Attorney

EXHIBIT
1462 LEWISBURG PIKE
PARCEL 118-40.02
43.0 ACRES



Legend

- 1462 Lewisburg Pike; Parcel 118-40.02
- City Limits



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DRAFT Plan of Services Exhibit B

The Property is located west of Lewisburg Pike and south of Goose Creek Bypass contiguous to the City limits, within the Urban Growth Boundary, and as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
117 – 11.01	4.51
118 – 40.02	38.49
Total	43.0

A. Water

1. The Property is located within the Hillsboro Thompsons Station Utility District service area.
2. Water availability shall be approved and provided through the City of Franklin prior to annexation.
3. The Owner shall be required to provide adequate fire flow and pressure to the Property.

ISSUES TO CONSIDER:

- N/A

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. In the case of this Property, a greater than 1,000 foot extension would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.

ISSUES TO CONSIDER:

- N/A

C. Wastewater

1. The Property lies within the Goose Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The Owner shall be required to extend the sanitary sewer 3,300-feet to provide service to the Property.
3. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
4. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
5. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.

ISSUES TO CONSIDER:

- Water Management is working on design and approvals for developments within the area to extend sanitary sewer to Lewisburg Pike. If the developments do not extend the sewer to Lewisburg Pike, the Owner will be required to extend the sanitary sewer system to the property line in accordance with County of Franklin standards.

DRAFT Plan of Services
Exhibit B

D. Stormwater

1. The Owner shall be responsible for the engineering, design and construction of the necessary stormwater infrastructure for the development of the Property and shall comply with the requirements as outlined in the Franklin Municipal Code.
2. As the Property develops, the City will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

ISSUES TO CONSIDER:

- N/A

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from Lewisburg Pike. Any development of the property shall require access through another parcel to one of the previously planned median cuts on Lewisburg Pike.
4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

ISSUES TO CONSIDER:

- *This property includes future roadways listed on the Major Thoroughfare Plan. It includes Lewisburg Pike.*

F. Traffic Control

1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time.
2. New development after the effective date of annexation shall comply with City regulations governing traffic control devices and markings.

ISSUES TO CONSIDER:

- N/A

G. Street Lighting

1. No off-site street lighting is proposed at this time.
2. Street lighting within new developments shall be funded and installed by the Owner per City policy, which includes the installation of electric meters to allow for future ownership and maintenance by the City or homeowners association. The installation and operation of street lights shall coincide with the phasing of development and issuance of Certificates of Occupancy.

ISSUES TO CONSIDER:

- N/A

H. Street Name Signs

1. No additional street name signs in the area have been deemed necessary.
2. New development shall install street name signs per City policy.

DRAFT Plan of Services Exhibit B

ISSUES TO CONSIDER:

- N/A

I. Fire Protection

1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

ISSUES TO CONSIDER:

- Further development of this property will require a fire flow report from a fire sprinkler contractor. This area is known to have lower-than-average fire flow readings, and based on the fire flow report, these homes may require fire sprinklers.

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. There are two parcels requesting annexation, Envision Franklin places one parcel in the Single Family Residential Design Concept and one parcel in the Neighborhood Green Design Concept. For Single Family, Envision Franklin states that the defined character of these areas may vary by neighborhood, but new developments should transition from existing development patterns in adjacent neighborhoods and that new development should be designed around natural features to highlight forested areas and hillsides and hilltops. For Neighborhood Green, Envision Franklin states that new developments should identify natural features that are to be preserved through 60% of dedicated open space and that new developments should offer a variety of housing types.
3. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen to a Zoning District and any applicable Overlay Zoning District(s), pursuant to the requirements of the Franklin Zoning Ordinance. If the Owner has requested the Planned District, they shall be required to submit a Development Plan, pursuant to the Franklin Zoning Ordinance.

ISSUES TO CONSIDER:

- *This property was identified in a mid to short term growth area based on a study done in 2018 and presented to the Board of Mayor and Aldermen.*
- *Because the two parcels requesting annexation are not adjoining one another, they must be developed through separate plans and subdivisions. Future development of the western parcel is dependent on future extension of utility lines and road network in the immediate area for access to Lewisburg Pike.*
- *Currently the following Overlay Districts have been identified for this property, and will affect future development: Scenic Corridor Overlay District (SCO), the Hillside Hillcrest Overlay District (HHO) and the 500ft HHO Buffer.*

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Impact Fees and Parkland Dedication Ordinance 2016-25. The Ordinance can be found at https://library.municode.com/tn/franklin/codes/code_of_ordinances

DRAFT Plan of Services Exhibit B

3. The Parks Master Plan is due to be updated 2021-22 to include new amendments that have been add over the past few years as we improve our processes. At this time Parks will look at the outer boundaries of the UGB for land and growth potential to build City Parks. Assured that Neighborhood Parks and Trails will need to be a part of future planning.

ISSUES TO CONSIDER:

- N/A

L. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.
2. Police services will be provided with existing personnel and equipment.

ISSUES TO CONSIDER:

- N/A

M. Building and Code Inspection Services

1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.

ISSUES TO CONSIDER:

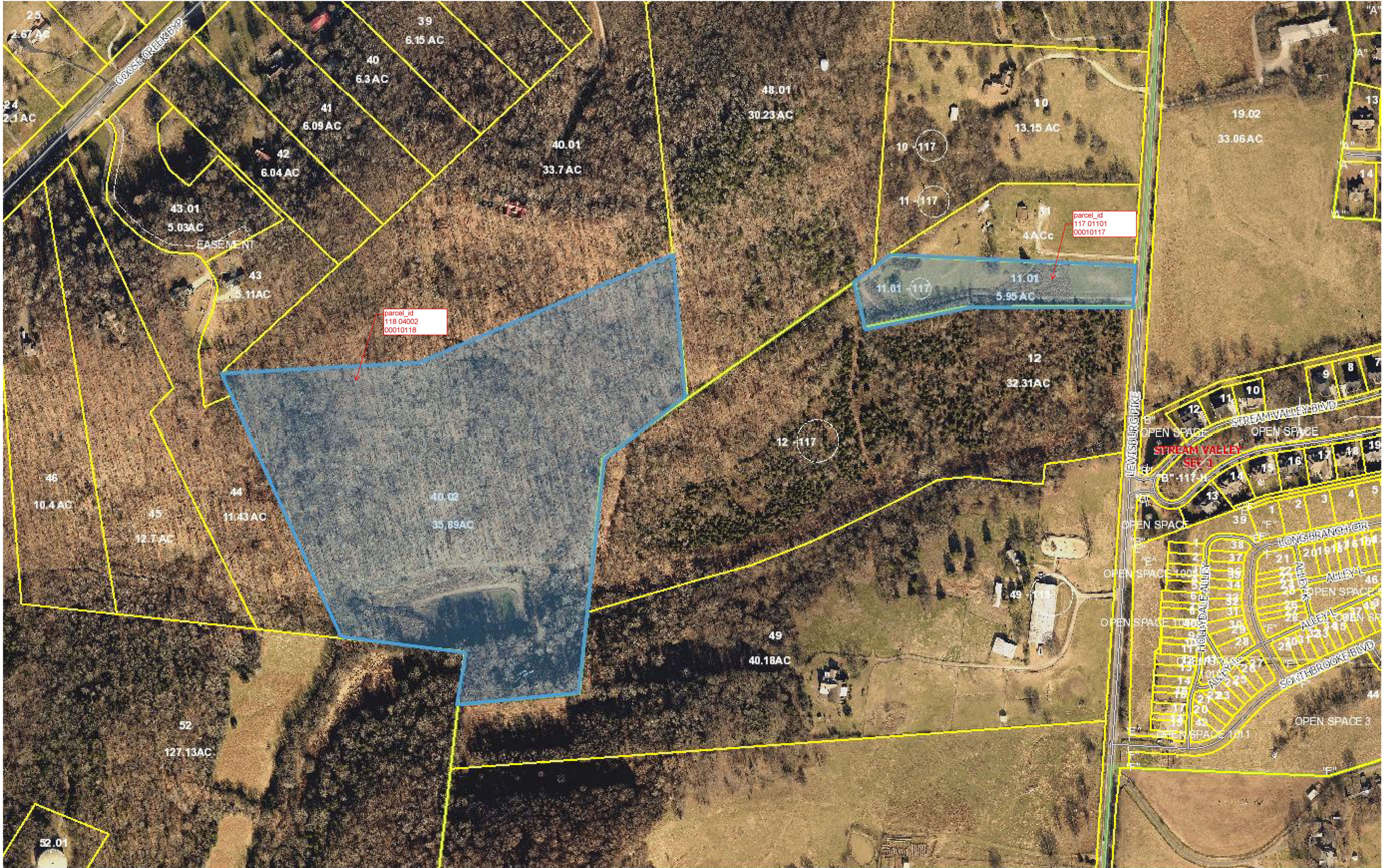
- N/A

N. Garbage and Recycling Pickup and Environmental

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

ISSUES TO CONSIDER:

- N/A



REVISIONS	BY

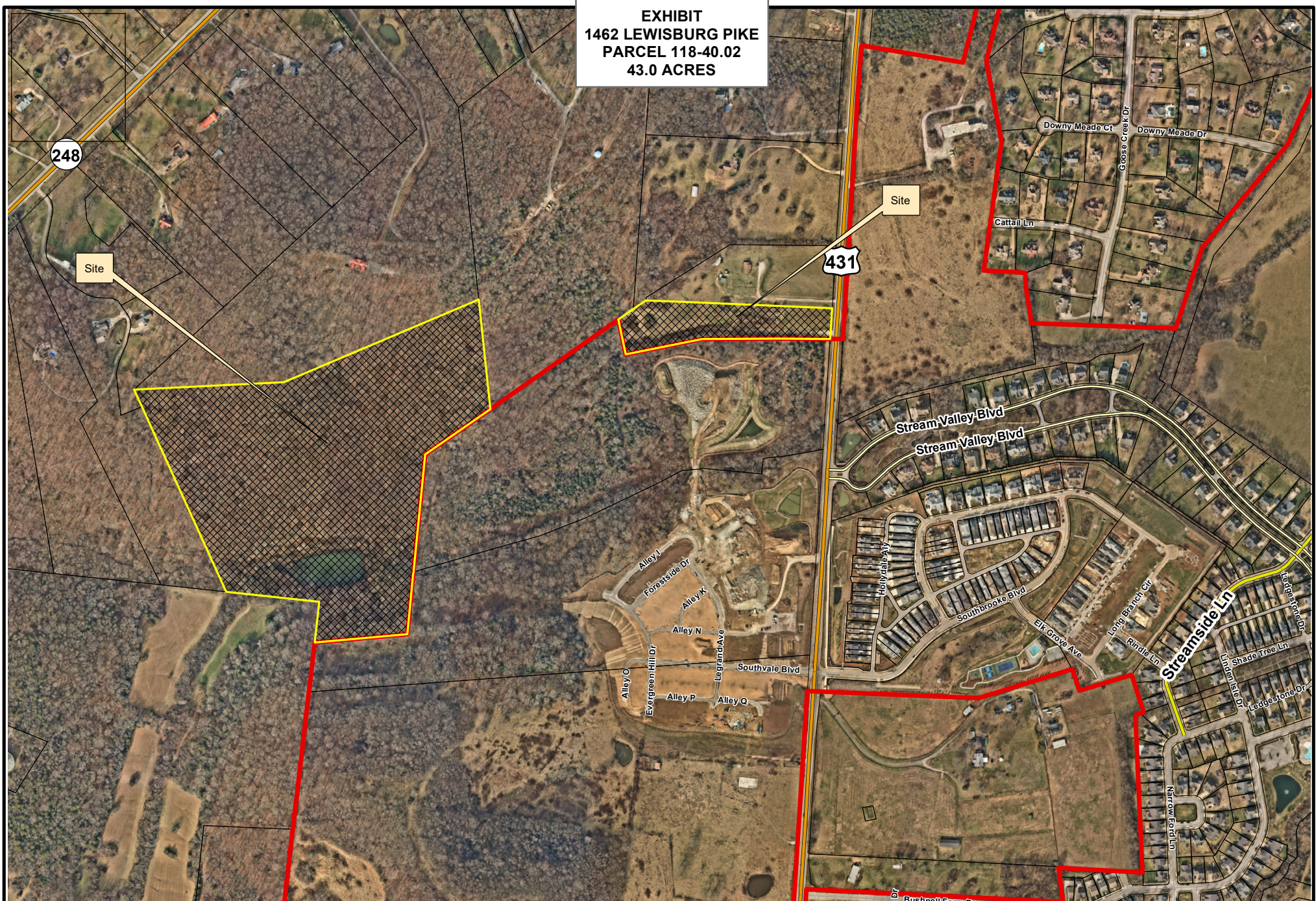
Property Layout

Hendrickson's Farm

LEWISBURG PIKE | FRANKLIN, TENNESSEE

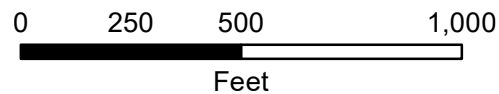
DRAWN	AWB
CHECKED	
APPROVED	
JOB NO.	2023-107 HENDRICKSON
DATE	04/23/2024
SHEET	C1
OF	
SHEETS	

EXHIBIT
1462 LEWISBURG PIKE
PARCEL 118-40.02
43.0 ACRES

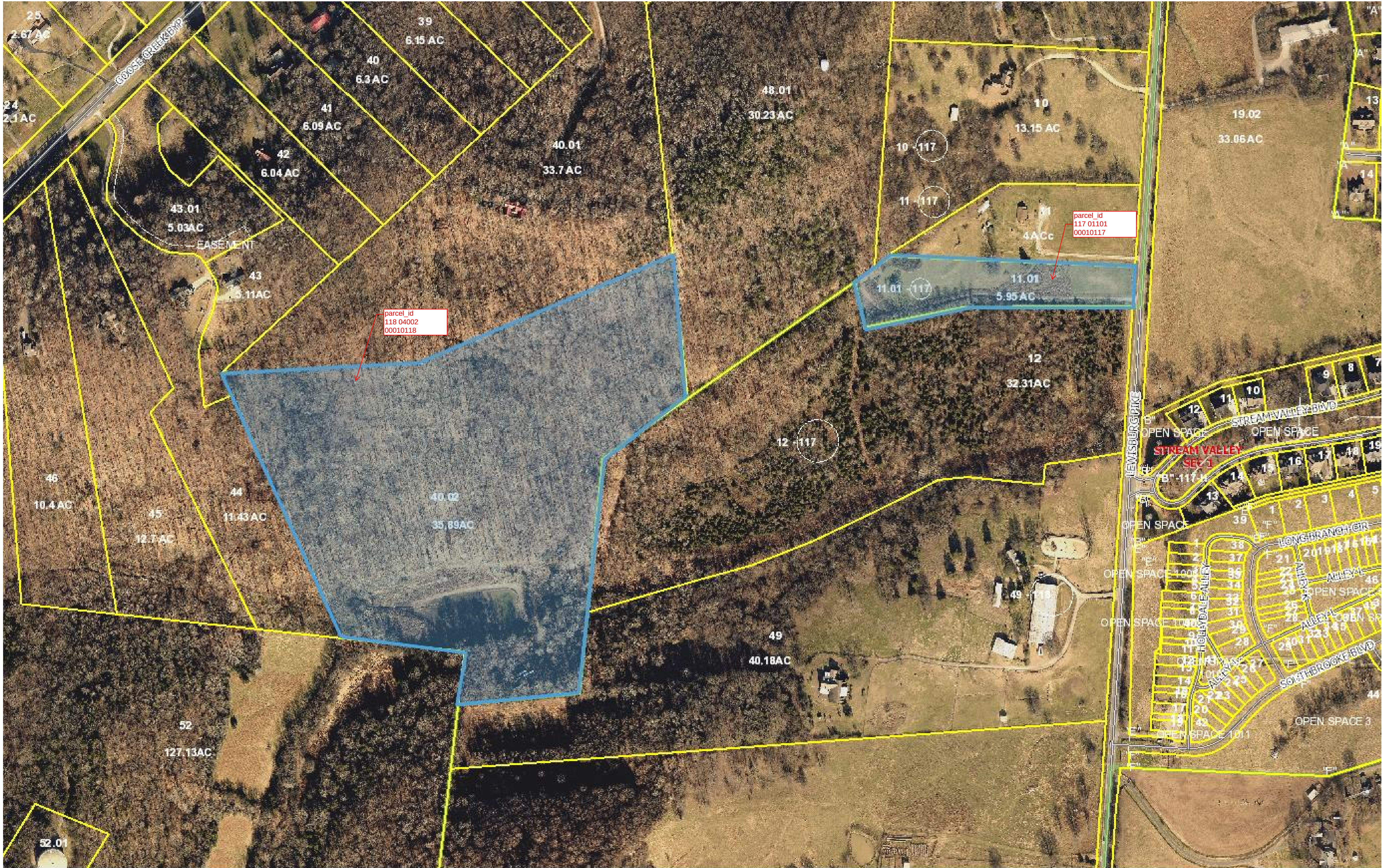


Legend

- 1462 Lewisburg Pike; Parcel 118-40.02
- City Limits



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 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained hereon.
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REVISIONS	BY

Property Layout

Hendrickson's Farm

LEWISBURG PIKE | FRANKLIN, TENNESSEE

DRAWN	AWB
CHECKED	-
APPROVED	-
JOB NO.	2023-107 HENDRICKSON
DATE	04/23/2024
SHEET	C1
OF	- SHEETS



File #: 21-0429

DATE: July 1, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Kelly Dannenfelser, Asst. Director of Planning
Emily Huffer, Preservation Planner

SUBJECT:

Consideration Of Resolution 2024-63, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Consulting Services For The City Of Franklin Preservation Plan Update (Purchasing Office Procurement Solicitation No. 2025-004)

PURPOSE:

The purpose of this resolution would be to authorize the use of the competitive sealed proposal procurement method for choosing the service provider for consulting services for the City of Franklin Preservation Plan update for the Planning and Sustainability Department.

BACKGROUND/STAFF COMMENTS:

The purpose of the Preservation Plan update would be to utilize a proactive approach to maintain the unique character that is seen throughout the City of Franklin. Preserving historic places (buildings, structures, objects, sites) highlights what's already valued in Franklin by both residents and visitors. A historic preservation plan is the result of a collaborative process to understand the current program, identify what works well and what can be improved, and form a vision, goals, and an action plan for historic preservation in a community.

The purpose of a community historic preservation plan is to clearly articulate the many ways in which the community's historic resources contribute to its well-being, to outline the preservation goals, and to develop a set of strategies that will help achieve those goals. With the update to the Preservation Plan, the goal is to cover a broad spectrum of preservation priorities and strategies, inclusive of Civil War and Battlefield-related preservation efforts and action items to create one comprehensive plan, rather than two separate plans.

This process will include extensive community and stakeholder engagement to update the priorities and to develop a set of strategies and action items intended to enhance and continue the success of Franklin's Preservation Program. The community is highly engaged and has shown support for historic preservation during the City's outreach for input in recent updates to Envision Franklin, the

City's long-range plan.

An updated plan may reinforce growth management strategies by identifying areas that are appropriate for preservation through Historic Preservation Overlay expansion or character and diversified housing conservation through Neighborhood Conservation Overlay creation.

Tennessee law and City ordinance both require the Board of Mayor and Aldermen to authorize use of the competitive sealed proposal procurement method for choosing suppliers and/or service providers whenever the Board determines that the use of competitive sealed bidding is either not practicable or not advantageous for the City.

For the planned procurement of consulting services for the City of Franklin Preservation Plan update, competitive sealed bidding is either not practicable or not advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

FINANCIAL IMPACT:

The financial impact of the procurement remains to be determined.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution No. 2024-63, a resolution authorizing the use of the competitive sealed proposal procurement method for choosing the service provider for consulting services for the City of Franklin Preservation Plan update for the Planning and Sustainability Department.

RESOLUTION 2024-63

**A RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL
PROCUREMENT METHOD FOR CHOOSING THE SERVICE PROVIDER FOR CONSULTING SERVICES
FOR THE CITY OF FRANKLIN PRESERVATION PLAN UPDATE**

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1207 the City may use competitive sealed proposals rather than competitive sealed bids when the City adopts a process for the use of competitive sealed proposals and determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City; and

WHEREAS, the City passed Ordinance 2019-24 on August 13, 2019, authorizing the use of the competitive sealed proposal procurement method; and

WHEREAS, should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then City staff requests authority to use the competitive sealed proposal procurement method for determining which service provider to recommend for award of consulting services for the City of Franklin Preservation Plan update; and

WHEREAS, the Board of Mayor and Aldermen find that the use of the competitive sealed proposal procurement method is advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

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

Should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then the City is authorized to use the competitive sealed proposal procurement method pursuant to the standards set forth in the City of Franklin Municipal Code § 5-504 for determining which service provider to recommend for award of consulting services for the City of Franklin Preservation Plan update because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
J. Blake Harper
Staff Attorney



File #: 21-0425

DATE: June 30, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Glenn Johnson, Fire Chief
Tom Marsh, Building and Neighborhood Services Director

SUBJECT:

Consideration Of Ordinance 2024-27, An Ordinance To Amend Title 7, Chapter 5, Section 7-505(2) Of The Franklin Municipal Code Related To The Life Safety Code And Determining Building Occupant Load

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an ordinance amendment to Title 7, Chapter 5 of the City of Franklin Municipal Code to align the International Building Code and 101 Life Safety Code as they relate to determining the means of egress (exiting) and building occupant load (maximum occupancy) in buildings.

BACKGROUND/STAFF COMMENTS:

The City of Franklin, as required by the State of Tennessee, has adopted the International Code Council's (ICC) Building Code Series as its model construction code and, has further adopted the National Fire Prevention Association (NFPA) 101, Life Safety Code to help ensure both new and existing buildings and structures incorporate life safety features that help protect people from fire and related hazards. When determining the occupant load of buildings, the ICC Building Code and NFPA, 101 Life Safety Code have slightly different definitions and numerical criteria that require this ordinance amendment to allow for consistent interpretation and application without compromising the safe use and occupancy of buildings. The architects, engineers who design buildings and the building interiors who lease tenant spaces have requested this amendment and clarification. Ordinance 2024-27 is presented for the BOMA's consideration.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2024-27.

ORDINANCE 2024-27

**AN ORDINANCE TO AMEND TITLE 7, CHAPTER 5, SECTION 7-505(2) OF THE
FRANKLIN MUNICIPAL CODE RELATED TO THE LIFE SAFETY CODE AND
DETERMINING BUILDING OCCUPANT LOAD**

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, the Board of Mayor and Aldermen of the City of Franklin is authorized to prescribe and enforce regulations and standards for the design, construction, repair, and occupancy of structures and property within the City of Franklin; and

WHEREAS, in its legislative judgment the Board of Mayor and Aldermen has found that regulations and standards regarding the process for obtaining Certificates of Use and Occupancy and Certificates of Completion must be dynamic and modified from time to time to respond better and more expeditiously to building codes and life safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the City of Franklin, as required by the State of Tennessee, has adopted the International Code Council's (ICC) Building Code Series as its model construction code and, the National Fire Prevention Association (NFPA) 101, Life Safety Code to help ensure both new and existing buildings and structures incorporate strategies that help protect people from fire and related hazards; and.

WHEREAS, when determining the occupant load the ICC Building Code and NFPA, 101 Life Safety Code have slightly different definitions and criteria that require an amendment to allow for consistent interpretation without compromising the accessibility and safe occupancy of buildings and structures for people of all ages; and

WHEREAS the Board of Mayor and Aldermen find that this action to be in the best interest of buildings owners, occupants, and first responders of all buildings and structures located within the City of Franklin.

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

SECTION I. That Title 7, Chapter 5, Section 7-505(2) of the City of Franklin Municipal Code is hereby amended to add the following text; and is approved to read as follows:

Sec. 7-505.- Amendments to the 2018 edition of the NFPA 101 Life Safety Code.

(2) Means of Egress Capacity.

(a) In assembly, educational, day care, industrial, storage, mercantile, and business occupancies, the capacity, in inches, of means of egress stairways shall be calculated by multiplying the occupant load served by such stairways by a means of egress capacity factor of 0.2-inches per occupant in buildings equipped throughout with an automatic sprinkler system installed in accordance with NFPA 13 and an emergency voice/alarm communications system in accordance with NFPA 72.

(b) In assembly, educational, day care, industrial, storage, mercantile, and business occupancies, the capacity, in inches, of means of egress components other than stairways shall be calculated by multiplying the occupant load served by such component by a means of egress capacity factor of 0.15-inches per occupant in buildings equipped throughout with an automatic sprinkler system installed in accordance with NFPA 13 and an emergency voice/alarm communications system in accordance with NFPA 72.

SECTION II. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect upon second and final reading for the health, safety, and welfare of the citizens of Franklin, Tennessee requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By:

By: _____

Angie Skarp
City Recorder

Dr. Ken Moore
Mayor of Franklin

Approved as to Form:

Shauna R. Billingsley, City Attorney

PASSED FIRST READING

PASSED SECOND READING



File #: 21-0507

DATE: July 26, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Katherine Harelson, Development Services Analyst

SUBJECT:

Consideration of Ordinance 2024-26, An Ordinance To Amend Title 2, Chapter 2 Of The Franklin Municipal Code To Amend Section 2-204 And Section 2-205 Relating to Membership, Officers, Meetings, And Rules Of Procedure Of The Development Services Advisory Commission

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning amending the term limits of the City Administrator's staff appointee on the Development Services Advisory Commission.

BACKGROUND/STAFF COMMENTS:

The Development Services Advisory Commission has eleven members; ten of the members are development and design professionals appointed by the Mayor and approved by the Board of Mayor and Aldermen, and the eleventh member is a staff member appointed by the City Administrator. Currently, all members are limited to two consecutive terms on the Commission. Ordinance 2024-26 would remove the term limits on the City Administrator's appointee, allowing the City Administrator to keep a staff member on the Commission that provides important insight to the Commission on areas such as budget, process improvements, and efficiency. There are also some other minor language "clean-ups" and updates provided in this amendment.

FINANCIAL IMPACT:

There is no financial impact from Ordinance 2024-26.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2024-26.

ORDINANCE 2024-26

AN ORDINANCE TO AMEND TITLE 2, CHAPTER 2 OF THE FRANKLIN MUNICIPAL CODE TO AMEND SECTION 2-204 AND SECTION 2-205 RELATING TO MEMBERSHIP, OFFICERS, MEETINGS, AND RULES OF PROCEDURE OF THE DEVELOPMENT SERVICES ADVISORY COMMISSISON.

WHEREAS, the City of Franklin Board of Mayor and Aldermen finds that the public welfare will be served by assuring that further development is consistent with the City's goals for land use, transportation, housing, economic development, neighborhood livability, and environment; and

WHEREAS, the Board of Mayor and Aldermen encourages property owners, residents, and businesses to recognize the importance of consistent and fair application and implementation of regulations in the development of plans and standards for this community and in the values expressed in the day-to-day lives of its residents; and

WHEREAS, the City of Franklin desires to continue to be recognized as a diverse, progressive city celebrated as one of the most desirable place to live, learn, work, and play; and

WHEREAS, the Board of Mayor and Aldermen has decided to create a Development Services Advisory Commission for the sole purpose of serving as a policy advisory body to the Board of Mayor and Aldermen and City Administrator to foster timely, predictable, and accountable development review and associated development services that achieve the City's goals.

WHEREAS, the Board of Mayor and Aldermen recognizes that it is important to have certain staff appointee(s) serve on the Commission to provide important perspectives such as budget and finance implications without the constraints of term limits.

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

SECTION I. That Title 2, Chapter 2, Section 2-204 shall be deleted in its entirety and replaced with the following:

Sec. 2-204.- Appointment and Term of Office.

- (1) Members of the Commission shall be appointed by the Mayor and confirmed by the Board of Mayor and Aldermen. The term of the Alderman shall be co-terminus with their term on the Board of Mayor and Aldermen. The term of the remaining members appointed by the Mayor shall be three (3) years. All members appointed by the Mayor shall be limited to two consecutive full terms and may be reappointed after a three (3) year absence from serving on the Commission. Except for the term of the Alderman, the initial terms shall be staggered as follows: three (3) members shall serve for one year, three (3) members shall serve for two years, and four (4) members shall serve for three years.

Appointees who fill an unexpired term shall hold office for the remainder of said unexpired term.

SECTION II. That Title 2, Chapter 2, Section 2-205 shall be deleted in its entirety and replaced with the following:

Sec. 2-205.- Officers, Meetings, and Rules of Procedure

(1) The officers of the Commission shall be a chair and vice-chair, elected by majority vote of the Commission. The chair shall preside at meetings of the Commission and shall have the right to vote. The vice-chair shall, in case of absence or disability of the chair, perform the duties of the chair. Officers shall serve for terms of one (1) year or until their successors are regularly elected and take office. The Commission shall schedule monthly meetings and have the discretion to meet, with proper notice, upon the call of the chair. Six (6) members of the Commission shall constitute a quorum. The concurring vote of a majority of members present shall be required for approval or disapproval of any motion or other action of the Commission. All meetings shall be open to the public.

SECTION III. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions, or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION V. 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, for the health, safety, and welfare of the citizens of Franklin, Tennessee requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____

ANGIE SKARP

City Recorder

BY: _____

DR. KEN MOORE

Mayor

Approved as to Form:

William E. Squires, Assistant City Attorney



File #: 21-0230

DATE: May 17, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
SUBJECT:

Consideration Of Resolution 2024-49, A Resolution Declaring Certain Consulting Firms That Responded To A City Request For Qualifications For Professional Engineering And Design Services For City Water Distribution, Wastewater Collection, Water Reclamation And Reclaimed Water Distribution Projects As Eligible For Award If And As The Need To Pursue Such Projects Arises During The Term Of Award, And Authorizing City Staff To Enter Into Contract Negotiations With One Or More Said Eligible Consulting Firms For Such Services And For Such Projects At That Time (Purchasing Office Procurement Solicitation No. 2024-009)

PURPOSE:

The purpose of Resolution 2024-49 is two-fold:

1. To declare certain consulting firms that responded to a City request for qualifications (Purchasing Office Procurement Solicitation No. 2024-009) for professional engineering and design services for City water distribution, wastewater collection, water reclamation and reclaimed water distribution projects as eligible for award if and as the need to pursue such projects arises during the term of award of five years; and
2. To authorize City staff to enter into contract negotiations with one or more said eligible consulting firms for such services and for such projects at that time during the term of award.

BACKGROUND/STAFF COMMENTS:

The City published on April 11, 2024 a Notice to Service Providers in the *Williamson Herald* for City water, wastewater and water reclamation projects. In addition, solicitation documents were sent on or about the same date directly to 110 potential respondents known or thought to be interested in this solicitation. Submittals from 19 service providers were publicly opened at the submittal opening held on May 14, 2024. A tabulation of the submittals received for this solicitation is attached.

In the request for qualifications, categories of prospective projects during the term of award were presented by the following tiers of categories:

- Tier One:
 - water / wastewater / reuse water network design
 - water / wastewater / reuse water development studies
 - trenchless technology installation of water and sewer lines
- Tier Two:
 - pump station design
 - pump station evaluation
 - wastewater collection basin plan design
 - water / wastewater / reuse collection long range plans
 - building engineering
- Tier Three:
 - operational studies
 - hydraulic modeling
- Tier Four:
 - wastewater treatment design
 - regulatory permitting

Using evaluation criteria included in the request for qualifications specific to each tier of categories, the submittal evaluation team, consisting of Water Management Department staff, recommends the City declare eligible the following firms listed by tiers of categories of projects:

Respondent	City and State	Consulting firms recommended by submittal evaluation team to be declared by BOMA as eligible for award			
		Tier One	Tier Two	Tier Three	Tier Four
AECOM Technical Services, Inc.	Franklin, TN		X		
Ardurra Group, Inc.	Nashville, TN	X	X		
Benesch	Franklin, TN	X	X		
Black & Veatch	Nashville, TN		X	X	X
CDM Smith Inc.	Nashville, TN	X	X	X	X
Civil & Environmental Consultants, Inc.	Franklin, TN				
Civil Infrastructure Associates, LLC	Murfreesboro, TN	X			
CTI Engineers (Consolidated Technologies Inc.)	Chattanooga, TN	X			
DLZ National, Inc.	Indianapolis, IN				
Gresham Smith	Nashville, TN	X	X	X	X
GRW Engineers Inc.	Lexington, KY		X		
Hazen and Sawyer (Hazen and Sawyer D.P.C.)	Hicksville, NY	X	X	X	X
Hethcoat & Davis Inc.	Brentwood, TN	X	X		
James C. Hailey & Co.	Franklin, TN	X			
LDA Engineering (Lamar Dunn & Associates)	Alcoa, TN	X	X	X	
LJA Engineering, Inc.	Houston, TX				
OHM Advisors (Orchard, Hiltz, & McCliment, Inc.)	Nashville, TN				
Rummel, Klepper & Kahl, LLP	Baltimore, MD				
TWM, Inc. (Thouvenot, Wade & Moerchen, Inc.)	Swansea, IL				

FINANCIAL IMPACT:

If and as the need to pursue City water distribution, wastewater collection, water reclamation and reclaimed water distribution projects arises during the term of award of five years, the fee for professional engineering and design services for such projects would be negotiated at the same time

as negotiating the scope of services to be rendered by the consulting firm. The negotiated fee would be incorporated into the budget for the project for which the services would be rendered.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-49, a resolution (1) declaring the above-indicated consulting firms that responded to a City request for qualifications for professional engineering and design services for City water distribution, wastewater collection, water reclamation and reclaimed water distribution projects as eligible for award if and as the need to pursue such projects arises during the term of award, and (2) authorizing City staff to enter into contract negotiations with one or more said eligible consulting firms for such services and for such projects at that time. The City's Purchasing Manager believes the prepared solicitation documents as distributed allowed for competition among multiple service providers, and that the staff recommendation appears to be made in a fair and impartial manner based upon the submittals received.

RESOLUTION 2024-49

A RESOLUTION DECLARING CERTAIN CONSULTING FIRMS THAT RESPONDED TO A CITY REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING AND DESIGN SERVICES FOR CITY WATER DISTRIBUTION, WASTEWATER COLLECTION, WATER RECLAMATION AND RECLAIMED WATER DISTRIBUTION PROJECTS AS ELIGIBLE FOR AWARD IF AND AS THE NEED TO PURSUE SUCH PROJECTS ARISES DURING THE TERM OF AWARD, AND AUTHORIZING CITY STAFF TO ENTER INTO CONTRACT NEGOTIATIONS WITH ONE OR MORE SAID ELIGIBLE CONSULTING FIRMS FOR SUCH SERVICES AND FOR SUCH PROJECTS AT THAT TIME

WHEREAS, the Board of Mayor and Aldermen identified through an Integrated Water Resources Planning (IWRP) process various sanitary sewer treatment, sanitary sewer collection system, water distribution, and water reclamation projects for design and construction intended to support long range planning objectives developed by the IWRP; and

WHEREAS, the IWRP Stakeholders and Steering Committee have recommended a set of implementable projects in addition to staff continuing to identify necessary improvements; and

WHEREAS, the Board of Mayor and Aldermen on May 8, 2012, adopted Resolution 2012-18 approving the IWRP priority projects and associated funding plan; and

WHEREAS, the City has undertaken a qualifications-based selection process (City Procurement Solicitation No. 2024-009) and has identified qualified firms to perform design services for City water distribution, wastewater collection, water reclamation and reclaimed water distribution projects; and

WHEREAS, the City has also identified additional projects based on the priority of maintaining the water distribution, wastewater collection, water reclamation and reclaimed water distribution systems, in addition to planning for future growth and development and efficient and effective operations of the City.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that City staff shall be authorized, on a case-by-case basis considering the specific qualifications of each firm and the firm's capacity to perform the work at the time of project letting, to enter into contract negotiations for professional engineering and design services for projects within the Tier One Categories of water / wastewater / reuse water network design, water / wastewater / reuse water development studies, and trenchless technology installation of water and sewer lines: Ardurra Group, Inc.; Benesch; CDM Smith Inc.; Civil Infrastructure Associates, LLC; CTI Engineers (Consolidated Technologies Inc.); Gresham Smith; Hazen and Sawyer (Hazen and Sawyer D.P.C.); Hethcoat & Davis Inc.; James C. Hailey & Co.; and LDA Engineering (Lamar Dunn & Associates). This Resolution does not entitle any consulting firm to any work with the City.

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that City staff shall be authorized, on a case-by-case basis considering the specific qualifications of each firm and the firm's capacity to perform the work at the time of project letting, to enter into contract negotiations for professional engineering and design services for projects within the Tier Two Categories of pump station design, pump station evaluation, wastewater collection basin plan design, water / wastewater / reuse collection long range plans, and building engineering: AECOM Technical Services, Inc.; Ardurra Group, Inc.; Benesch; Black & Veatch; CDM Smith Inc.; Gresham Smith; GRW Engineers Inc.; Hazen and Sawyer (Hazen and Sawyer

D.P.C.); Hethcoat & Davis Inc.; and LDA Engineering (Lamar Dunn & Associates). This Resolution does not entitle any consulting firm to any work with the City.

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that City staff shall be authorized, on a case-by-case basis considering the specific qualifications of each firm and the firm's capacity to perform the work at the time of project letting, to enter into contract negotiations for professional engineering and design services for projects within the Tier Three Categories of operational studies and hydraulic modeling: Black & Veatch; CDM Smith Inc.; Gresham Smith; Hazen and Sawyer (Hazen and Sawyer D.P.C.); and LDA Engineering (Lamar Dunn & Associates). This Resolution does not entitle any consulting firm to any work with the City.

BE IT FINALLY RESOLVED by the Board of Mayor and Aldermen that City staff shall be authorized, on a case-by-case basis considering the specific qualifications of each firm and the firm's capacity to perform the work at the time of project letting, to enter into contract negotiations for professional engineering and design services for projects within the Tier Four Categories of wastewater treatment design and regulatory permitting: Black & Veatch; CDM Smith Inc.; Gresham Smith; and Hazen and Sawyer (Hazen and Sawyer D.P.C.). This Resolution does not entitle any consulting firm to any work with the City.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

By: _____
J. Blake Harper
Staff Attorney



File #: 21-0331

DATE: June 7, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2020-0128, With Westhaven Partners, LLC For Parkland Impact Fee And Construction Agreement For Westhaven Subdivision

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Parkland Impact Fee and Construction Agreement for Westhaven Subdivision.

BACKGROUND/STAFF COMMENTS:

The City and Westhaven Partners, LLC are parties to that certain Parkland Impact Fee Agreement ("Agreement") dated October 14, 2020. The parties desire to amend the Agreement to update the exhibits and make certain other modifications as described herein.

FINANCIAL IMPACT:

The total Parkland Impact Fee obligation for this project is TWO MILLION NINE HUNDRED SEVENTY-FOUR THOUSAND SIXTY-FOUR AND NO/100 DOLLARS (\$2,974,064.00) and Twenty-Five Percent (25%) shall be paid at the final plat containing, or the issuance of the building permit for the Two Thousand Seven Hundred Fifty First (2751st) lot, whichever comes first. The remaining seventy-five percent (75%) shall be paid per permit in the pro-rated amount of THREE THOUSAND TWO HUNDRED TWENTY-EIGHT AND 00/100 DOLLARS (\$3,228.00) until such time the full obligation has been paid.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge Amendment 1 COF Contract No. 2020-0128.

AMENDMENT NO. 1 TO COF CONTRACT NO. 2020-0128
PARKLAND IMPACT FEE AND CONSTRUCTION
AGREEMENT FOR PRIVATE/PUBLIC
FOR WESTHAVEN SUBDIVISION BETWEEN THE
CITY OF FRANKLIN AND WESTHAVEN PARTNERS, LLC

This Amendment No. 1 to COF Contract No. 2020-0128 ("Amendment") is entered into by Westhaven Partners, LLC (hereinafter "Westhaven") and the City of Franklin ("City") to amend Exhibits B and C.

WITNESSETH:

WHEREAS, the City and Westhaven Partners, LLC are parties to that certain Parkland Impact Fee Agreement ("Agreement") dated October 14, 2020; and

WHEREAS, the parties desire to amend the Agreement to update Exhibit B and C (attached hereto) to show the changes to both public and private amenities and make certain other modifications as described herein; and

NOW, THEREFORE, in consideration of the terms, conditions, and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

The foregoing recitals are incorporated by reference as if fully state herein:

1. The Agreement shall be amended as attached hereto to update Exhibits B and C to show location changes for both public and private amenities.
2. Waiver. Neither party's failure nor delay exercising any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
3. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
4. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement or any other contract, agreement, or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.
5. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly

referencing this Amendment by section number and signed by an authorized representative of each party.

6. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
7. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without 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.
8. Survival. This Amendment shall survive the completion of any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.
9. All other provisions of the Agreement dated October 14, 2020, are unchanged and remain in full force and effect.

[Signature page to follow]

IN WITNESS WHEREOF, the said parties have hereunto set their signatures on this day and date first above written.

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Angie Skarp, City Recorder

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, personally appeared Dr. Ken Moore, Mayor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Angie Skarp acknowledged herself to be City Recorder of the City of Franklin, Tennessee, and that as such, being authorized to do so, they have executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
J. Blake Harper, Staff Attorney

Westhaven Partners, LLC

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)

)
COUNTY OF _____)

On _____, before me, _____
_____, Notary Public, personally appeared _____
_____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____
_____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

Westhaven Parkland Revision Amendment 1

Exhibit B Parkland Agreement

Parkland Impact Fees 691 Units x \$4,304 = \$2,974,064

25%(non-reimbursable) to reside in Quad 4 155-32754-00000

75% MAX reimbursable for public parks

50% MAX reimbursable for private parks

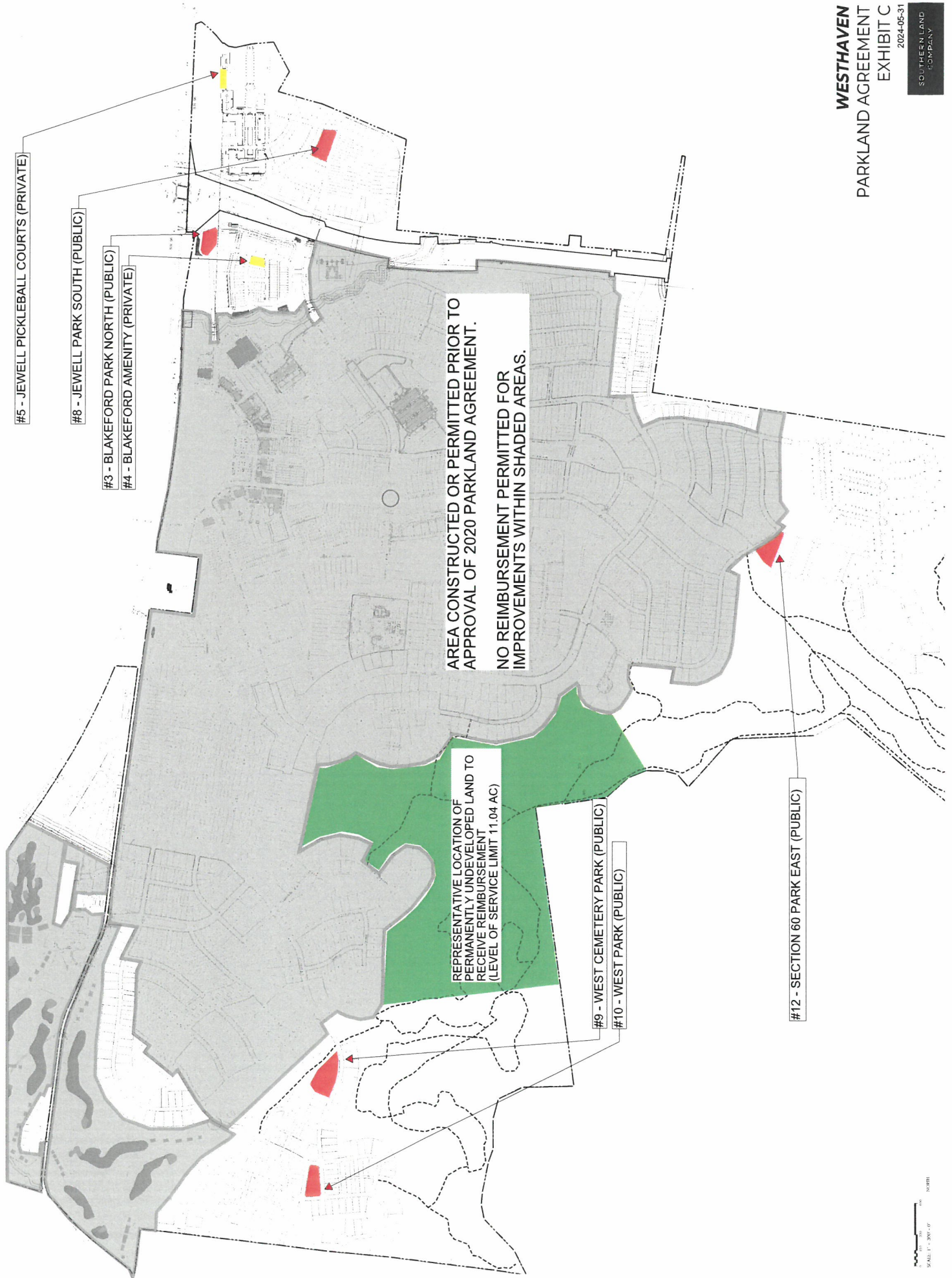
\$743,516.00

\$2,230,548.00 either/or/combined to amount of \$2,230,548

\$1,115,274.00

Improvements Targeted for Reimbursable Funds "Public" 75%		full price	rate	reimbursable		
#3 Blakeford Park North	Public	\$279,000	75%	\$209,250.00		
#8 Jewell Park South	Public	\$455,000	75%	\$341,250.00		
#9 West Cemetery Park	Public	\$245,000	75%	\$183,750.00		
#10 West Park	Public	\$375,000	75%	\$281,250.00		
#12 Section 60 Park East	Public	\$182,500	75%	\$136,875.00		
Design Fee		\$232,380	75%	\$174,285.00		
Total Improvements Targeted for Reimbursable Funds		\$1,536,500		\$1,115,274.00		\$1,115,274.00
Total allowed for reimbursement			MAX	\$2,230,548.00		

Improvements Targeted for Reimbursable Funds "Private" 50%		full price	rate	reimbursable		
#4 Blakeford Amenity	Private	\$1,500,000	50%	\$750,000.00		
#5 Jewell Pickleball Courts	Private	\$300,000	50%	\$150,000.00		
Design Fee		\$2,042,400	50% or less	\$215,274.00		
Total Improvements Targeted for Reimbursable Funds		\$3,842,400		\$1,115,274.00		\$1,115,274.00
Total allowed for reimbursement				\$1,115,274.00		
				Total allowed		\$2,230,548.00





File #: 21-0530

DATE: July 30, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Jack Tucker, Sanitation and Environmental Services Director

SUBJECT:

Presentation And Discussion Of Sanitation And Environmental Services (SES) Operations Alternatives

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning SES operations and potential alternatives to explore to help reduce costs.

BACKGROUND/STAFF COMMENTS:

In the preceding months, staff presented a cost of service (COS) analysis and a five-year rate plan to the BOMA for consideration. During the discussions, it was clear that there is concern related to the cost of performing the services SES currently offers. The attached presentation provides some background with respect to the SES Department and identifies potential alternatives that the BOMA may want staff to explore. Some broad categories of alternatives include:

- "Pay as you throw" or volume-based programs,
- Frequency of services offered,
- Potential for opting out of services,
- Glass and other materials diversion, and
- Policies for consideration

Staff will use this presentation as a means to receive feedback from the Board of Mayor and Aldermen to focus efforts on exploring various options that may help to reduce current and future costs of SES operations.

FINANCIAL IMPACT:

At this time, there is no financial impact.

RECOMMENDATION:

Staff requests that the Board of Mayor and Aldermen provide feedback to staff with respect to potential alternatives.



Sanitation and Environmental Services (SES)

Service Delivery Options
Discussion

Current Services Offered

- Residential Curbside Services Provided
 - MSW collection and disposal
 - Weekly
 - Recycling collection and disposal
 - Weekly
 - Backdoor service is available to customers with medical condition
 - Bulky item and white goods collection and disposal
 - Brown bag collection
 - Brush collection and disposal
 - Weekly

SES Efficiencies Implemented

- July 2008 - Enforcement of small yard waste in brown bags, used as feed stock for the city compost operations.
- July 2009 - Buck-a-bag service started first Pay-As-You Throw option with excess household waste.
- November 2009 - BOPAE drop-off site established.
- July 2010 - Blue Bag Recycling - first curbside recycling service in the City of Franklin.
- November 2012 - Added cooking oil collection to BOPAE.
- July 2012 - Began partnership with Bi-County hauling and landfilling.
- July 2013 - Started opening BOPAE drop-off services the first Saturday of the month.
- August 2013 - Added compact fluorescent bulbs (CFL) recycling to BOPAE.
- April 2014 - Began accepting sharps (needles) from residents at our main office.
- FY 2014 - Routing software purchased.
- FY 2015 – Implemented four-day work week for collections division.
- FY 2016 - Crane Pedestals installed.
- July 2019 - Eliminated commercial dumpster service.
- January 2020 - Moved residential recycling from blue bags to blue bins.
- March 2020 - Enforcement of ground trash ordinance.
- August 2020 - Implemented call-in services for bulky items & White Goods.
- September 2020 - First burn of Air Curtain Burner.
- February 2024 - Installed waste compactor at the transfer station.

Staffing Levels and Key Milestones

- FY 2011 Fleet staff formed new division under Streets Department
- FY 2013 contracted out hauling services
- FY 2015 4-day work week in collections division

SES Department Personnel				
Fiscal Year	Estimated COF Population	Full-Time	Part-Time	Temp Staff Expenses
FY2007		53	2	
FY2008	56,219	53	2	
FY2009	60,908	59	0	
FY2010	62,487	59	0	
FY2011	63,771	51	5	
FY2012	66,172	52	1	
FY2013	66,370	48	5	
FY2014	70,737	48	5	
FY2015	72,272	48	5	\$ 74,129
FY2016	74,440	49	2	\$ 124,879
FY2017	71,374	45	0	\$ 151,110
FY2018	79,608	45	0	\$ 201,484
FY2019	82,029	45	0	\$ 243,905
FY2020	83,545	45	0	\$ 165,344
FY2021	86,628	44	0	\$ 5,628
FY2022	89,065	46	0	\$ -
FY2023	90,092	48	0	\$ -
FY2024		48	0	\$ 8,024



SES Diversion Strategies

- Diversion
 - Leaf collection by Streets department
 - BOPAE
 - Air curtain destructor
 - Blue Bag program
 - Blue Bag to Blue Bin
 - Collection of white goods for recycling
- 

SES Diversion Stats

Wood Waste Processed by City (Burned in air curtain burner)			
Fiscal Year	2023	2024	Total
Tons	604.08	178.58	782.66
Cost to dispose elsewhere per ton	\$40.00	\$40.00	
Savings each year	\$24,163.20	\$7,143.20	\$31,306.40

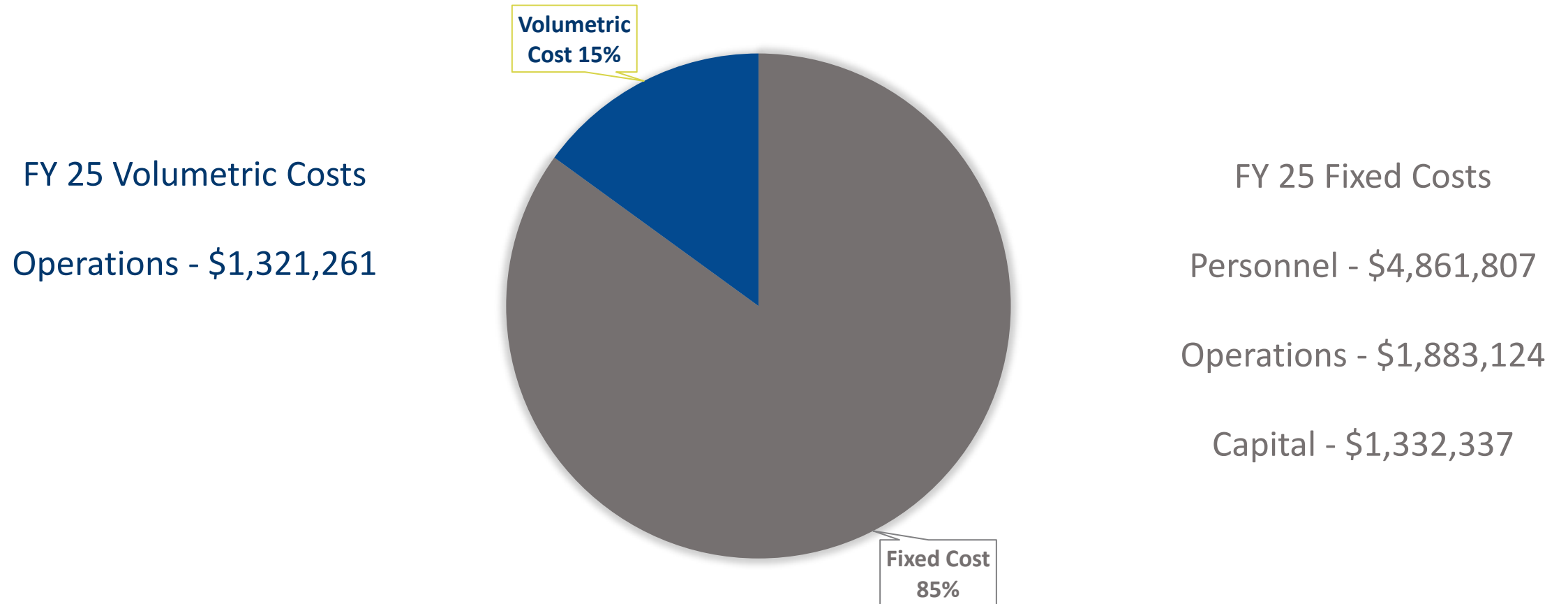
BOPAE 5 Year Totals						
Fiscal Year	2019	2020	2021	2022	2023	5 Yr. Total
Batteries (lbs)	10,680	9,180	19,240	17,095	25,981	82,176
Oil (gallons)	1,143	1,250	2,395	1,230	2906	8,924
Paint (lbs)	163,490	289,769	23,917	23,532	29,919	530,627
Anti-Freeze (gallons)	689	774	709	789	799	3,760
Electronics (lbs)	54,320	52,650	61,160	51,360	80,440	299,930

Citizen Survey Results

2016 Citizen Survey	Percentage of Respondents Rating the Service Excellent or Good
Garbage Collection	91%
Recycling	76%
Yard Waste pick-up	86%
2019 Citizen Survey	
Garbage Collection	90%
Recycling	82%
Yard Waste pick-up	87%
2022 Citizen Survey	
Garbage Collection	88%
Recycling	60%
Yard Waste pick-up	80%

Residential Service Breakdown

Fixed Costs vs Volumetric Costs



SES Hauling and Disposal Costs

COF Contract Pricing for Hauling and Disposal					
Calendar Year (contract swaps to fiscal year in 27)	MSW Cost Per Ton (Disposal)	MSW COST Per Ton Compaction	Calendar Year	MSW COST Per Ton Hauling	MSW Total Cost Per Ton Hauling and Disposal
CY 23	\$ 18.25		CY 23	\$ 25.85	\$ 44.10
CY 24	\$ 19.16	\$ 1.00	CY 24	\$ 27.14	\$ 47.31
CY 25	\$ 20.12	\$ 1.00	CY 25	\$ 28.50	\$ 49.62
CY 26	\$ 21.13	\$ 1.00	CY 26	\$ 29.92	\$ 52.05
FY 27	\$ 28.50	\$ 1.00	CY 27	\$ 31.42	\$ 60.92
FY 28	\$ 29.93	\$ 1.00	CY 28	\$ 32.99	\$ 63.92
FY 29	\$ 31.42	\$ 1.00	CY 29	\$ 34.64	\$ 67.06
FY 30	\$ 32.99	\$ 1.00	CY 30	\$ 36.37	\$ 70.37
FY 31	\$ 34.64	\$ 1.00	CY 31	\$ 38.19	\$ 73.83
FY 32	\$ 36.37	\$ 1.00	CY 32	\$ 40.10	\$ 77.48

The Bi-County Disposal contract estimates a CPI increase of 5% each calendar year from 23 to July 1, 2026. On July 1, 2026, the second term of the contract swaps to fiscal years and the new rate is \$28.50 per ton or the current gate rate, whichever is lesser. A 5% CPI increase is estimated for each fiscal year from 2027 until 2032. For the MBI hauling contract, an estimated 5% CPI increase is estimated each calendar year from 2023 until 2032.

Service Options to Consider

Pay as you throw pricing

- Container size – 96-Gal, 64-Gal, 32-Gal
- By weight – Weigh each Bin each week and assign to customer based on RFID chip on Bin
- Special bags – Eliminate Rates, sell special COF bags at a fixed cost at local retailers, must be used in bin
- Charging for bulky/white goods pickup
- Yard waste debris
 - Including post storm recovery
- At home composting for diversion of food waste

Schedules

- Recycling- Weekly, Bi- Weekly
- Yard waste – Weekly, Bi – Weekly, Monthly, As Requested
- MSW – Weekly, Bi- Weekly

Service Options to Consider

- Opt-out of services/a la carte menu of services
 - Break down Cost of MSW, Recycling, Yard Waste and allow customers to select the services they want at that cost
 - Services can only be subscribed to or canceled at the beginning of the year or upon a new resident at address
- Glass diversion
- Waste Stream Audit
- Policy discussions (i.e. charges for lower income residents, elderly, veterans, recycling mandatory)

Discussion

- Guidance on next steps



File #: 21-092

DATE: August 1, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Alderman Beverly Burger

SUBJECT:

Discussion Of Board Of Mayor And Aldermen Pay
WS 2/13/24

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) regarding Board of Mayor and Aldermen pay and receive direction from the Board.

BACKGROUND/STAFF COMMENTS:

Per the City Charter Article IV, Section 7, the Board of Mayor and Aldermen has the authority to set the level of compensation for itself. The conditions related to this authority address timing in two respects: 1) no ordinance increasing compensation shall take effect until the second Tuesday in November following the regular City election; 2) adoption of such an ordinance shall take place at least three months prior to the regular City election. The compensation for the Mayor and Aldermen was last modified in June 2013 and went into effect beginning November 2013.

Earlier this year, the Board of Mayor and Aldermen discussed the compensation provided to the Mayor and Aldermen. To assist the Board in this consideration, a survey of elected official compensation in a cross-section of other Tennessee cities was compiled. Comments shared by Alderman Burger, who initially raised this topic, are also attached.

In addition to Board compensation, the topic of providing an automobile allowance for the Mayor has been raised. Mayor Moore frequently travels on behalf of the City for his various responsibilities, requiring him to submit reimbursement requests for this travel. Providing the auto allowance would require Board approval, but could be implemented immediately (not requiring delayed implementation following the next election cycle for the position of Mayor). Currently, certain department directors receive an automobile allowance of \$200 per month as compensation for regular use of their personal vehicle in the implementation of their City duties. Per the City Administrator's employment contract, he receives a auto allowance of \$400 per month.

FINANCIAL IMPACT:

Changes to BOMA compensation could not be implemented until after each position goes through their next election cycle (Ward Aldermen pay would go into effect following the 2025 municipal election; At-Large Aldermen and Mayor pay would go into effect following the 2027 municipal election). The current budget for elected official compensation is \$120,000. Franklin Aldermen and the Mayor are also eligible to receive health insurance benefits from the City. They do not receive a pension benefit.

RECOMMENDATION:

Guidance from the Board of Mayor and Aldermen is requested related to the structure of elected official pay.

Subject: Proposal to Increase City Council Pay: Empowering Younger Candidates with Families and Full-Time Jobs

Dear Esteemed City Council Members,

As we continue to serve our vibrant and rapidly growing city of 86,000 residents, it's imperative that we reflect on ways to ensure effective governance and representation. I am advocating for an increase in Alderman and Mayor monthly pay for the board of Mayor and Aldermen, with a particular reason to focus on empowering those how are coming after us as well as younger candidates who juggle family responsibilities and full-time employment.

Here are compelling reasons why such an increase is not only warranted but crucial for the continued success of our city:

1. **Attracting Diverse Talent:** Our city boasts highly talented citizens and it's essential that our city council reflects the diversity those individuals and the skill-sets they can offer to our city. By offering compensation that contributes somewhat more towards all the responsibilities we must cover we can attract a wider range of candidates, especially those who may currently be deterred by the investment of time, study, and the financial strain of serving in public office alongside their existing family, job, and community commitments.
2. **Ensuring Representation for Working Families:** Many of our residents are young professionals with families and demanding careers. By increasing the compensation, we send a clear message that our community values and supports individuals from all walks of life, including those who may not have the financial flexibility to cover sitters (at \$15 and \$20 per hour), attending community meeting, events, seminars and just juggling their family and career lives.
3. **Encouraging Civic Engagement:** A increased compensation can incentivize more individuals, particularly younger demographics, to engage in local public service and consider running for the Board of Mayor and Aldermen. This infusion of fresh perspectives and energy is essential for keeping our governance dynamic and responsive to the evolving needs of our community.
4. **Balancing Commitments:** Serving on the Board of Mayor and Aldermen is a significant responsibility that often requires time away from family and work obligations. Increasing compensation can assist in alleviating the financial burden associated with this important commitment, enabling BOMA members to strike a better balance between their civic duties and personal and professional lives.
5. **Investment in Effective Governance:** Ultimately, investing in fair compensation for Board of Mayor and Aldermen members is an investment in the effectiveness and integrity of our governance and can help attract and retain dedicated individuals who are representative of our community.

In conclusion, raising the monthly compensation for city council members is not just about fair compensation—it's about fostering inclusivity, promoting civic engagement, and ensuring effective governance for the benefit of all residents. I urge my fellow Aldermen to consider this proposal seriously and to join me in taking this important step towards a future vibrant and representative Board of Mayor and Aldermen.

Let's remember:

1. No one takes on this position / job as a working income or expects anything close to a sustainable income. That is not why any of us do this job or the public servants to come after us. I have never met any Alderman who ran for office because they thought a monthly compensation was a paying job they were applying for.
2. People should not be penalized for wanting to serve or be disincentivized because of the demands on time and finances.
3. Let's not overlook the non-visible things, working through the issues, studying massive amounts of material at times, attending seminars, community meetings, and dealing with explosive growth and all the challenges that brings to our city and board.
4. BOMA members are not just board members, they are members of an executive board the take on critical responsibilities for our city.
5. Look at the growth over the last 10 year and the work load the complexities of the issues (sewer treatment plant, drinking water plant, impact fees, growth, sewer basins challenges, long term planning, financial planning for a fast-growing community, the list goes on).
6. Aldermen and the Mayor in reality, don't have a day off a they serve 365 days a year. Yes, one of us even got a call on Christmas day. So, the Aldermen and Mayor are on the clock.
7. Just one metric for the increase growth and increased activity is look at the number of increased numbers of employees that work for the city, the increases in pay for staff and especially the increase in pay for administration over the last 15 years. In a weak Mayor system, the actual decision-making via votes on important issue primarily rest on the shoulders of the Aldermen. It is their responsivity to become extremely well informed on each decision, thus adding more to the workload of the current board and to those to come. The workload of our mayor has increase just as well and his ambassadorship for a nationally and internationally recognized city is very demanding here locally and at the state level and beyond.

Currently Compensation for:

Aldermen \$1000 per month /per year \$12,000

Mayor: \$2,000 per month / per year \$24,000

Proposed:

Aldermen \$2,250 per month/ per year \$27,000

Mayor: \$4,000 per month / Per year \$48,000

Thank you for your attention to this needed matter.

Elected Official Pay Data

Alcoa	Mayor – \$350 per month (\$4,200/yr) Commissioners – \$275 per month (\$3,300/yr) No additional pay. Elected officials do not receive benefits.
Bartlett	Mayor – \$105,000/yr Board Members – \$12,000/yr Mayor is full-time and receives \$500/month stipend for personal use vehicle. No additional pay. Defined Pension Plan if elected before 7/1/14. City's Defined Pension Benefit 401 Plan if elected after 7/1/14. Can participate in health, vision, and disability plans like city employees.
Brentwood	Mayor – \$1000 per month (\$12,000/yr) Commissioners – \$950 per month (\$11,400/yr) No additional pay. Both receive Health and Life Insurance benefits only.
Bristol	Mayor – \$8,077.60/yr Council Member – \$8,077.60/yr No additional pay. Elected officials are eligible for all the same benefits as full-time employees except for Life Insurance or Short Term Disability.
Chattanooga	Mayor – \$192,237.53/yr (calculated) Council Member – 15% of Mayoral Salary (\$28,835.63/yr) Council Chair – \$33,835.63/yr (additional \$5,000 from Council Member) Council Vice Chair – \$31,335.63/yr (additional \$2,500 from Council Member) No additional pay. Each Council Member is allotted \$6,000 for District-specific expenses (reimbursement) Elected Officials are eligible to receive all city employee benefits, except for longevity bonuses.
Collierville	Mayor – \$35,000/yr Vice-Mayor – \$15,000/yr Aldermen – \$12,000/yr No additional pay. Found salary based on charter (resolution amendments) Increase by \$2,000 for Mayor and \$1,000 for Aldermen in 4 year increments.*

	Board members receive health and life insurance benefits.
Columbia	Mayor – \$346.15 every two weeks (\$9,000/yr) Vice-Mayor – \$279.96 every two weeks (\$7,278.96/yr) Council – \$230.77 every two weeks (\$6,000/yr) No additional pay. All are offered medical and dental insurance like City employees.
Fairview	Mayor – \$1,000 per month (\$12,000/yr) Commissioners – \$950 per month (\$11,400/yr) No additional pay. Elected officials do not receive benefits.
Germantown	Mayor – \$24,000/yr Aldermen – \$12,000/yr The Mayor receives a vehicle allowance. All are eligible to be on the city’s health care insurance.
Johnson City	Mayor – \$150 per month (\$1,800/yr) Commissioners – \$100 per month (\$1,200/yr) No additional pay. Elected Officials are eligible to participate in City insurance.
Kingsport	Mayor – \$3,000/yr Aldermen – \$2,400/yr No additional pay. No benefits.
Knoxville	Mayor – \$162,500/yr Council – \$24,000/yr No additional pay. Elected Officials are eligible for City benefits.
Maryville	Mayor – \$50 per month (\$600/yr) Council – \$25 per month (\$300/yr) Elected Officials do not receive any City-provided benefits.
Murfreesboro	Mayor – \$12,000/yr Council – \$11,400/yr Council Members receive a car allowance of \$4,800/yr and a phone allowance of \$1,800/yr.

	The Mayor receives a car allowance of \$9,600/yr and a phone allowance of \$1,800/yr. All are eligible for benefits like employees.
Nashville (found on General Pay Plan)	Mayor – \$180,000/yr (change to \$209,898/yr in September 2023) Vice-Mayor – \$25,230/yr (change to \$27,977/yr in September 2023) Council Member – \$23,100/yr (change to \$25,615/yr in September 2023)
Nolensville	Mayor – \$425 per month (\$5,100/yr) Vice-Mayor – \$425 per month (\$5,100/yr) Commissioners – \$425 per month (\$5,100/yr) No additional pay. Elected officials do not receive city-provided benefits.
Spring Hill	Mayor – \$925 per month (\$11,100/yr) Aldermen – \$450 per month (\$5,400/yr) Aldermen on the Planning Commission – \$500 per month (\$6,000/yr) No additional pay. All are eligible for benefits like employees, but is not eligible for medical opt-out pay.
Thompson's Station	Mayor – \$10,000/yr Alderman – \$5,000/yr No additional pay. Mayor can use a town paid-for cell phone for official business (\$360/yr) No benefits aside from required training by the State.