City of Franklin

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

Meeting Agenda

Work Session

Tuesday, November 26, 2024	4:30 PM	Board Room

CALL TO ORDER

CITIZEN COMMENTS

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

WORK SESSION DISCUSSION ITEMS

1. Consideration Of Certificate Of Compliance For Retail Liquor License For Franklin Wine & Spirits, LLC (Hiren Dayaramani And Nikunjkumar Brahmbhatt, Managing Agent) Located At 1400 Liberty Pike, Suite 300, Franklin, TN 37067

   Sponsors: Angie Skarp

2. *Consideration Of Resolution 2024-86, A Resolution Adopting The Commercial Property Assessed Clean Energy Resiliency (C-Pacer) Program Within The City Of Franklin, Tennessee

   Sponsors: Kristine Brock, Blake Harper

3. *Consideration Of Resolution 2024-99, A Resolution Relating To A Proposed Issuance Of Bonds By The Health And Educational Facilities Board Of The City Of Franklin To Finance The Acquisition And Rehabilitation Of Harpeth Hills Apartments

   Sponsors: Kristine Brock, Shauna Billingsley

4. *Consideration Of COF Contract No. 2022-0131, With Reese Farms, LLC For A Development Agreement For The Payment Of Costs For Offsite Sanitary Sewer Collection System Improvements To The Reese Farm Planned Development

   Sponsors: Vernon Gerth

5. *Consideration Of Amendment 1 To COF Contract No. 2024-0103, With C&T Engineering For Inspection Services For The 36" HOBAS Emergency Pipe Repair

   Sponsors: Michelle Hatcher, Brian Goodwin

6. *Consideration Of Resolution 2024-101, A Resolution To Reject All Bids For Healthcare And Dependent Care Flexible Spending Account Administrative Services (Purchasing Office Procurement Solicitation No. 2025-007)

   Sponsors: Kevin Townsel, Brian Wilcox

7. Presentation Of Scope Of Services Request For Transit Master Plan By Chairman John Schroer

Sponsors: Vernon Gerth, John Schroer

8. Presentation & Discussion Of City Hall Project Update

Sponsors: Mark Hilty, Chris Koeper

9. *Consideration Of Amendment 6 To COF Contract No. 2020-0041, With OHM/Studio 8 Design For Additional Design Services Related To The Park Element Of The Project

Sponsors: Mark Hilty

10. Consideration Of Ordinance 2024-37, An Ordinance Approving And Adopting Guidelines To Be Used When Considering The Naming Of Public Properties Not Including Streets

Sponsors: Lisa Clayton, Blake Harper

11. Consideration Of Resolution 2024-84, A Resolution To Approve Paid Parking At 127 2nd Ave N
WS 7/9/24; 11/12/24

Sponsors: Tom Marsh, Alex Brown, Shanna McCoy

12. Consideration Of Resolution 2024-85, A Resolution To Approve Paid Parking At 94-98 E. Main Street
WS 7/9/24; 11/12/24

Sponsors: Tom Marsh, Shanna McCoy, Alex Brown

13. Consideration Of COF Contract No. 2024-0338, With The Greater Nashville Regional Council For Conducting A Verification Of The Information Obtained From The Special Census Count

Sponsors: Vernon Gerth, Lori Jarosz, Susan Coleman

14. Consideration Of COF Contract No. 2024-0362, With Smith Seckman Reid, Inc. For CEI For ITS Infrastructure Expansion

Sponsors: Paul Holzen, Adam Moser

15. Consideration Of Procurement Award To The Lakota Group Of Chicago, Illinois In The Total Lump-Sum Amount Of $197,752 For Consulting Services For The City Of Franklin Preservation Plan Update (Purchasing Office Procurement Solicitation No. 2025-004; $200,000 Budgeted In 110-82560-41700 For Fiscal Year 2025; Contract No. 2024-0385)

Sponsors: Kristine Brock, Emily Wright, Kelly Dannenfelser, Emily Huffer

16. Presentation Of Annexation Capabilities Analysis And Infrastructure Cost Estimates

Sponsors: Emily Wright, Kelly Dannenfelser, Andrew Orr

17. Discussion Regarding The 2024 Water And Sanitary Sewer Cost Of Service Study And Rate Plan
WS 11/12/24

Sponsors: Mark Hilty, Michelle Hatcher

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.

City of Franklin

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

File #: 21-01178

DATE: November 14, 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 Franklin Wine & Spirits, LLC (Hiren Dayaramani And Nikunjkumar Brahmbhatt, Managing Agent) Located At 1400 Liberty Pike, Suite 300, Franklin, TN 37067

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:

A retail liquor license certificate request has been received for the location at 1400 Liberty Pike, Suite 300 for Franklin Wine & Spirits. A City of Franklin Retail Certificate is required for the owners to obtain their Tennessee ABC license.

This request is to transfer an existing liquor license at an existing location to a new owner.

The applicants have successfully met all requirements for this certificate to be issued.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the transfer of a liquor license for Franklin Wine & Spirits, LLC.

ADMINISTRATION

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

HISTORIC
FRANKLIN
TENNESSEE

CERTIFICATE OF COMPLIANCE
RETAIL LIQUOR STORE

Franklin Wine & Spirits, LLC 1400 Liberty Pike, Suite 300, Franklin, TN 37067

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of Franklin Wine & Spirits, LLC, owned by Hiren Dayaramani and Nikunjkumar Brahmbhatt (managing agents), who have made an application for a retailer's license to handle alcoholic beverages at 1400 Liberty Pike, Suite 300, Franklin, TN 37067 (Franklin Wine & Spirits, LLC), 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 26th Day of November 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 #: 21-0828

DATE: October 3, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Blake Harper, Staff Attorney

SUBJECT:

*Consideration Of Resolution 2024-86, A Resolution Adopting The Commercial Property Assessed Clean Energy Resiliency (C-Pacer) Program Within The City Of Franklin, Tennessee

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-86 - A Resolution Adopting The Commercial Property Assessed Clean Energy Resliency (C-Pacer) Program Within The City Of Franklin, Tennessee.

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:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-86.

RESOLUTION 2024-86

RESOLUTION ADOPTING THE COMMERCIAL PROPERTY ASSESSED CLEAN ENERGY RESLIENCY (C-PACER) PROGRAM WITHIN THE CITY OF FRANKLIN, TENNESSEE

WHEREAS, per Tenn. Code Ann. §§ 68-205-101 et seq., the State Legislature granted local governments the authority to establish a commercial property assessed clean energy and resiliency (C-PACER) program that jurisdictions can voluntarily implement to ensure that free and willing owners of agricultural, commercial, and industrial properties and certain multi-family residential properties can obtain low-cost long-term financing; and

WHEREAS, state law allows this financing to be used for qualifying improvements, including energy efficiency, water conservation, renewable energy, and resiliency measures such as flood mitigation, stormwater management, wildfire and wind resistance, energy storage, microgrids, and fire suppression; and

WHEREAS, the C-PACER program authorized in Tenn. Code Ann. §§ 68-205-101 et seq. promotes voluntary energy efficiency, energy conservation, and resiliency, and such improvements not only save money for building owners, but also support the reduction of energy consumption, support the production of clean, renewable energy, and reduce greenhouse gas emissions;

WHEREAS, on September 10, 2024, after a public hearing, the City of Franklin's Board of Mayor and Aldermen voted to approve Resolution 2024-52 – A Resolution Declaring The Intent Of The Board Of Mayor And Aldermen Of The City Of Franklin, Tennessee To Consider The Adoption Of A Commercial Property Assessed Clean Energy And Resiliency (C-Pacer) Program.

WHEREAS, the financing of qualified projects through special assessments is a valid public purpose; and

WHEREAS, the City of Franklin's Board of Mayor and Aldermen is considering the matter at a duly advertised public hearing and concludes that adoption will further the public health, safety, and welfare; now, therefore,

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that:

The Commercial Property Assessed Clean Energy and Resiliency (C-PACER) Program be adopted as follows:

SECTION I. Establishment

There is hereby established within the boundaries of the City of Franklin (the "City") a Commercial Property Assessed Clean Energy and Resiliency ("C-PACER") program (the "Program") in accordance with Tenn. Code Ann. §§ 68-205-101 (the "C-PACER Act"). The City finds that financing of qualified projects through special assessments is a valid public purpose. The City finds that it is convenient and advantageous to establish the Program, at no net cost to the City, in order to finance Qualified Projects (as hereinafter defined), repaid by voluntary annual assessment installment payments on the property benefited by such Qualified Projects, and that the Program is in the public interest, providing for the safety, health, and environmental public benefit, and provides for economic development of the community. Therefore, the City of Franklin intends to authorize direct financing between property owners and capital providers as the means of financing qualified projects. It also intends to authorize special assessments, entered into voluntarily by a property owner with the City of Franklin by means of written assessment contract, as a means to repay the financing for qualified projects available to property owners.

Thus, the Program shall allow financing for the full range of Qualified Improvements on all Eligible Properties, as authorized by the C-PACER Act, and shall abide by and operate according to the C-PACER Act.

SECTION II. Definitions

The definitions in this section apply throughout the following policy unless the context clearly requires otherwise:

1. "Application checklist" means the list of items in a Program Application required by the C- PACER Act, this Resolution, the Program Guidebook, and the corresponding documentation that the City accepts or may request in order to show the requirements of the C-PACER Act have been met.
2. "Assessment" means the voluntary agreement of a Property Owner pursuant to an Assessment Agreement to allow the City to require the payment of annual Assessment installments on their property in an amount sufficient to re-pay C-PACER financing, together with interest, penalties, fees and charges related thereto.

Law Dept approved (2) 10.10.24

3. "Assessment Agreement" means an agreement among the City, Program Administrator, and a Property Owner whereby the City agrees to place an Assessment to re-pay C-PACER financing and C-PACER Lien on the property to secure the obligation to repay the C- PACER Financing and that the Property Owner will make payments to the Capital Provider.
4. "Assessment Installment" means annual payments as provided for in the Assessment Agreement to be made by or on behalf of the Property Owner to repay the C-PACER Financing.
5. "Capital Provider" means any private entity, its designee, successor, and assignees that makes or funds C-PACER Financing under this Resolution.
6. "Commercial property" means privately owned commercial, industrial, or agricultural real property; privately owned residential real property consisting of five (5) or more dwelling units including property owned by nonprofit, charitable, or religious organizations; or property owned by this state or a local government entity, but leased to a privately owned entity, including: industrial development corporations; housing authorities; or health, educational and housing facility boards.
7. "C-PACER Financing" means an investment from a Capital Provider to a Property Owner to finance or refinance a Qualified Project as described under this Resolution. The proposed C-PACER Financing for a Qualified Improvement may authorize the Property Owner to:
    a. purchase directly the related equipment and materials for the installation or modification of a Qualified Improvement; and
    b. contract directly, including through lease or other service contract, for the installation or modification of a Qualified Improvement.
8. "C-PACER Lien" means the lien recorded at the Shelby County Register of Deeds on the Eligible Property to secure the C-PACER Financing, which remains on the property until the C-PACER Financing is paid in full.
9. "Eligible Property" means privately owned commercial, industrial, or agricultural real property or multifamily residential real property with five or more dwelling units. Eligible Property may be owned by any type of business, corporation, individual, or nonprofit organization permitted by state law. Eligible Property may include ground leases.
10. "Financing" means financing and refinancing for qualified projects under this chapter.
11. "Financing Agreement" means the contract under which a Property Owner agrees to repay a Capital Provider through Assessment Installments for the C-PACER Financing including, but not limited to, details of any finance charges, fees, debt servicing, accrual of interest and penalties, and any terms relating to treatment of prepayment and partial payment of the C- PACER Financing.
12. "Local Government" means the governing body, any department, or any office within the government of the City of Franklin, Tennessee.
13. "Program" means the C-PACER program established under this Resolution.
14. "Program Administrator" means the entity designated by a local government to administer a C-PACER program, including: (1) department or individual within a local government; (2) a quasi-governmental organization such as an industrial development corporation, housing authority, or health, educational, and housing facility board; (3) a Capital Provider; or (4) another private and independent third party designated by the local government.
15. "Program Guidebook" means a comprehensive document that illustrates the applicable program and establishes appropriate guidelines, specifications, underwriting and approval criteria, and standard application forms consistent with the administration of a program and not detailed in this chapter, including: a form assessment contract between the local government and the property owner specifying the terms of assessment under the program, financing provided by a third party, and remedies for default or foreclosure; a form local government Notice of Assessment and C-PACER lien; or a form Assignment and Notice of Assignment of Assessment and C-PACER lien and Assessment Agreement between a local government and a Capital Provider.
16. "Program Application" means the application submitted to demonstrate that a proposed project qualifies for C-PACER Financing and for a C-PACER assessment and lien.
17. "Property Owner" means the owner or owners on title, duly recorded, of a commercial property or in the case of a ground lease, owner of an estate for years.
18. "Qualified Improvement" means a permanent improvement affixed to real property and intended to:
    a. Decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption, allow for the reduction in demand; or

b. Support the production of clean, renewable energy, including through the use of a product, device, or interacting group of products or devices on the customer's side of the meter that generates electricity, provides thermal energy, or regulates temperature; or
c. Decrease water consumption or demand and address safe drinking water through the use of efficiency technologies, products, or activities that reduce or support the reduction of water consumption;
d. Allow for the reduction or elimination of lead from water that may be used for drinking or cooking; or
e. Increase water or waste water resilience, including through storm retrofits, flood mitigation, and stormwater management, or wind resistance, energy storage, microgrids, and other resilience projects approved by the local government; or
f. Conform to seismic requirements of the most recent version of the International Building Code adopted by the Local Government.

19. "Qualified Project" means a project approved by the Program Administrator, involving the installation or modification of a Qualified Improvement, including new construction or the adaptive reuse of Eligible Property with a Qualified Improvement, including Qualified Improvements installed no more than two (2) years prior to the date of application. Together, Qualified Improvements, inclusive of all related and eligible costs pursuant to the C-PACER Act that are to be financed as described in a Program Application and approved by the Program Administrator, are a Qualified Project.

SECTION III. Territory

The Program shall be available to all Eligible Property within the boundaries of the City of Franklin, in accordance with the C-PACER Act.

SECTION IV. Program Administration

The Program Administrator shall review and approve the Program Applications submitted in accordance with the Program Guidebook, provide notice of approval or disapproval of Project Applications to relevant stakeholders, and collect any fees.

SECTION V. C-PACER Financing

1. C-PACER Financing, under the C-PACER Act, is to be provided by Capital Providers through a Financing Agreement entered into with the Property Owner of an Eligible Property to fund a Qualified Project.
2. The C-PACER Financing may include:
    a. The cost of materials and labor necessary for installation or modification of a Qualified Improvement;
    b. Permit fees;
    c. Inspection fees;
    d. Lender fees, such as financing or origination fees;
    e. Program application and administrative fees;
    f. Project development and engineering fees;
    g. Third-party review fees, including verification review fees;
    h. Capitalized interest, in an amount determined by the owner of the commercial property and the third-party providing financing under this section;
    i. Interest reserves; or
    j. Other fees or costs incurred by the property owner incident to the installation, modification, or improvement on a specific or pro rata basis, as determined by the local government.
3. Appropriate eligibility factors for the property owner, including by certification, that:
    a. The property owner requesting to participate in the program:
        i. Is the legal owner of the benefited property;
        ii. Is current on mortgage and property tax payments; and
        iii. Is not insolvent or in bankruptcy proceedings;
    b. The title of the benefited property is not in dispute.
4. Assessment amount:
    a. The amount of the assessment, plus existing indebtedness on the property, must not exceed ninety percent (90%) of the fair market value of the property as determined by a qualified appraiser, with the exception that properties qualified

under the federal low-income housing tax credit program set forth in 26 U.S.C. § 42 are exempt from this requirement; and

a. The amount of the assessment must not exceed twenty-five percent (25%) of the fair market value of the property as determined by a qualified appraiser;

5. Prior to entering into the written assessment contract, the property owner shall obtain and furnish to the local government a written statement, executed by each holder of a mortgage or deed of trust on the property securing indebtedness, in the sole and absolute discretion of each holder of a mortgage or deed of trust on the property, that consents to the assessment and indicates that the assessment does not constitute an event of default under the mortgage or deed of trust.
6. The maximum term of an assessment may not exceed the useful life of the Qualified Improvement or weighted average life if more than one Qualified Improvement is included in the Qualified Project.

SECTION VI. C-PACER Lien

1. Following approval of an application to the Program by the Program Administrator, the Property Owner shall execute an Assessment Agreement consenting to the Assessment and C-PACER Lien being placed against the Eligible Property.
2. The C-PACER Lien amount, plus any interest, penalties, fees and charges accrued or accruing on the C-PACER Lien:
    a. Takes precedence over all other liens or encumbrances except a lien for taxes imposed by the state, a local government, or a junior taxing district on Eligible Property, which liens for taxes shall have priority over such C-PACER Lien, provided existing mortgage holders, if any, have provided written consent; and
    b. Is a first and prior lien, equal to the lien for taxes imposed by the state, a local government, or a junior taxing district against the Eligible Property on which the C-PACER Lien is imposed, from the date on which the notice of the C-PACER Lien is recorded until the C-PACER Lien, interest, penalties, fees and charges accrued or accruing are paid in full.
3. The C-PACER Lien runs with the land, and that portion of the C-PACER Lien that has not yet become due is not accelerated or eliminated by enforcement of the C-PACER Lien by tax sale or any lien for taxes imposed by the state, a local government, or junior taxing district against the real property on which the C-PACER Lien is imposed.
4. Delinquent Assessment Installments incur interest and penalties as specified in the Financing Agreement.
5. After the C-PACER Lien is recorded as provided in this Resolution, the Assessment, C- PACER Financing and the C-PACER Lien may not be contested on the basis that the improvement is not a Qualified Improvement or that the project is not a Qualified Project.

SECTION VII. Application and Review

1. A Property Owner and Capital Provider shall complete a Program Application and submit it to the Program Administrator for review.
2. The Program Application shall require:
    a. An attestation by the Property Owner that the project consists of one or more "Qualified Improvement".
    b. For an existing building seeking improvements:
        i. Where energy or water usage improvements are proposed a certification by a licensed engineering firm, engineer, or other qualified professional listed in the Program Guidebook stating that the proposed Qualified Improvements will either result in more efficient use or conservation of energy or water, the reduction of greenhouse gas emissions, or the addition of renewable sources of energy or water;
        ii. Where safe drinking water measures are proposed, a certification by a licensed professional engineer stating that the Qualified Improvements will result in the reduction of lead in potable water; or
        iii. Where resilience improvements are proposed, a certification by a licensed professional engineer stating that the Qualified Improvements will result in improved resilience.
    c. For new construction, a certification by a licensed professional engineer stating that the proposed Qualified Improvements, individually, or acting as a whole, will

enable the project to exceed the current building code requirements for:

i. energy efficiency,
ii. water efficiency,
iii. renewable energy,
iv. renewable water,
v. or resilience requirements of the current building code of the City.

3. The Program Administrator shall review the Program Application according to the Application Checklist solely to determine whether (i) it is complete, (ii) proposes a "Qualified Improvement," (iii) contains no errors on its face, and (iv) that all information is provided in the substance and form required by the Application Checklist. If so, the Program Administrator shall sign the Application Checklist indicating that the Program Application is deemed approved and the project is a Qualified Project. If a Program Application is incomplete and/or does not conform to the requirements of the Application Checklist, the Program Administrator shall inform the applicant as soon as practicable that the Program Application is denied, the reasons for the denial, and any corrections that could make the Program Application acceptable. If feasible, the applicant shall have an opportunity to correct the Program Application.
4. The application review process is confined to confirming that an application is complete, that all attachments conform to the Program Guidelines, and that the Capital Provider and Property Owner are found to sufficiently meet the Program's criteria. The Program Administrator's approval shall not constitute endorsement of any representations that may be made with regard to the operation and any savings associated with the Qualified Improvements.
5. An application may be conditionally approved if the application is complete but the attachment regarding lender consent of the C-PACER Lien is not yet available per requirements outlined in the Program Guidelines.
6. The Program Administrator may coordinate with Capital Providers and appropriate City departments, including the Assessor of Property, and other stakeholders to ensure that the C-PACER voluntary special assessment is correctly billed, collected, and disbursed per the financing agreement.
7. Upon approval of a Program Application, a Property Owner or Capital Provider shall provide the completed (1) Assessment Agreement, (2) the Notice of Assessment Interest and C-PACER Lien to the City Manager, or such person designated in writing by the City Manager, for execution by the City at least five (5) days prior to close of the C-PACER transaction. Upon execution, the City will provide and execute an Assignment of Assessment and C-PACER Lien and Assessment Agreement and Notice of Assignment of Assessment and C-PACER lien and Assessment Agreement. These executed documents will be held in escrow and will be provided to the Capital Provider at closing for recording.
8. The Capital Provider shall record (1) the Assessment Agreement, (2) the Notice of Assessment Interest and C-PACER Lien, (3) Assignment of Assessment and C-PACER Lien and Assessment Agreement, and (4) Notice of Assignment of Assessment and C- PACER Lien and Assessment Agreement with the Shelby County Register of Deeds.
9. For a Property Owner and Capital Provider whose Program Application is denied by the Program Administrator, either party, or both, may request an adjudicative proceeding before the City's adjudicative body, consistent with the City's rules and subject to the applicable provisions of Tennessee's Administrative Procedures Act, Tenn. Code Ann. §§ 4-5-101 et seq.

SECTION VIII. Program Guidebook

1. The C-PACER Program shall be administered in accordance with the requirements contained in the Program Guidebook established by the Program Administrator from time to time.
2. The Program Guidebook and forms may be amended by the Program Administrator without approval by the Franklin Board of Mayor and Aldermen, provided that such amendments comply with the C-PACER Act and other applicable law.

SECTION IX. Collection and Enforcement

1. C-PACER Financing will be repaid by the Property Owner through Assessment Installments. Upon assignment of the C-PACER lien to the Capital Provider through an Assignment of Assessment and C-PACER Lien and Assessment Agreement, the Capital Provider shall collect Assessment Installments pursuant to the Financing Agreement, and the Capital Provider shall be responsible, subject to and in accordance with the terms of

the Financing Agreement, for all billing, collection, enforcement and administrative duties in respect of each C-PACER Financing, the Assessment Installments, and the C-PACER Lien.

2. Collection of Delinquent Assessment Installments and enforcement of C-PACER Liens due to delinquent Assessment Installments shall be enforced by foreclosure in the same manner that a deed of trust is enforced by the Capital Provider, except that assessments not yet due may not be accelerated or eliminated by foreclosure of the past due amount of the lien. Outstanding and delinquent property taxes and the time of the enforcement action must be satisfied along with the delinquent amounts of the C-PACER Lien, subject to Section 110 of the C-PACER Act.
3. City of Franklin funds are prohibited from being utilized to fund or repay loans related to C-PACER Financing. C-PACER Financing shall be secured with a government lien against the property and run with the land until the loan is paid in full. The C-PACER Lien shall have the same priority status as a lien for property taxes, and such C-PACER Liens cannot be accelerated or eliminated by foreclosure of a property tax lien.

SECTION X. Fees

The Program Administrator is authorized to collect an application fee. The amount of the fee shall be determined by the Program Administrator. Pursuant to the Program Guidebook, the Program Administrator shall establish a fee that makes the costs of the C-PACER program cost-neutral to the City and Program Administrator provided, however that the fees for any Assessment may not exceed 1% of the applicable C-PACER Financing and shall not in any case exceed $50,000.

Section XI. Enactment

The provisions of this Resolution are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity or enforceability of the remainder of the sections, phrases and provisions hereof. All Resolutions, orders, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed upon the effectiveness of this Resolution. No provision of the Municipal Code or violation of any provision of the Code shall be deemed to impair the validity of this Resolution or the instruments authorized by this Resolution or to impair the security for or payment of the instruments authorized by this Resolution; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Code. In the event and to the extent of a conflict between this Resolution and the C-PACER Act, the C- PACER Act shall govern.

SECTION XII. No Liability.

Except for a right of action to enforce the terms of this Resolution, this Resolution does not confer any right of action nor property interest upon any party to a C-PACER transaction against the City, or other related boards, or the Program Administrator, and, so long as the City complies in good faith with the terms of the C-PACER Act and this Resolution, the City or other related boards, or the Program Administrator shall incur no liability for enacting this Program, nor shall the City or other related boards, its governing body, executives, or employees, or the Program Administrator be personally liable as a result of exercising any rights or responsibilities granted under this Resolution.

SECTION XIII. Effective Date. This Resolution shall take effect upon its adoption, the welfare of the City requiring it.

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: ______________________________
J. Blake Harper
Staff Attorney

EXHIBIT A


City of Franklin
City Limits
Old Hillsboro Rd
Moores Ln
65
Hillsboro Rd
Franklin Rd
Mack Hatcher Memorial Pkwy
New Hwy 96 W
W Main St
Wilson Pike
Lewisburg Ave
Columbia Ave
65
Murfreesboro Rd
Columbia Pike
Goose Creek Bypass
Lewisburg Pike
Legend
City Limits
COF UGB
County Boundary
N
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.

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

File #: 21-0971

DATE: November 6, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Shauna Billingsley, City Attorney

SUBJECT:

*Consideration Of Resolution 2024-99, A Resolution Relating To A Proposed Issuance Of Bonds By The Health And Educational Facilities Board Of The City Of Franklin To Finance The Acquisition And Rehabilitation Of Harpeth Hills Apartments

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-99 relating to a proposed issuance of bonds by The Health and Educational Facilities Board of the City of Franklin to finance the acquisition and rehabilitation of Harpeth Hills Apartments.

BACKGROUND/STAFF COMMENTS:

APP Harpeth Partners, L.L.L.P., a Tennessee limited liability limited partnership (the "Borrower"), has requested The Health and Educational Facilities Board of the City of Franklin (the "Issuer") to issue up to $9,000,000 of its revenue bonds (the "Bonds"), the proceeds of which will be loaned to the Borrower to finance the acquisition, rehabilitation and equipping of Harpeth Hills Apartments, a multifamily 51 unit apartment community for low and moderate-income citizens located at 300 Sycamore Drive in Franklin, Tennessee. One requirement for issuance of the Bonds is for the Issuer to advertise and hold a public hearing, which occured on February 16, 2024. Resolution 2024-99 authorizes the Mayor to sign documents acknowledging the advertisement and holding of a public hearing in accordance with the IRS Code.

FINANCIAL IMPACT:

The Bonds are not secured by the City and the City has no financial liability for repayment of principal and interest.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-99.

RESOLUTION 2024-99

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE RELATING TO A PROPOSED ISSUANCE OF BONDS BY THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE CITY OF FRANKLIN TO FINANCE THE ACQUISITION AND REHABILITATION OF HARPETH HILLS APARTMENTS

WHEREAS, APP Harpeth Partners, L.L.L.P., a Tennessee limited liability limited partnership (the "Borrower"), has requested The Health and Educational Facilities Board of the City of Franklin (the "Issuer") to issue up to $9,000,000 of its revenue bonds (the "Bonds"), the proceeds of which will be loaned to the Borrower to finance the acquisition, rehabilitation and equipping of Harpeth Hills Apartments, a multifamily apartment facility for low and moderate-income citizens located at 300 Sycamore Drive in Franklin, Tennessee (the "Project"), which Project is of the character and will accomplish the purposes of Part 3 of Chapter 101 of Title 48 of the Tennessee Code Annotated, as amended; and

WHEREAS, an applicable governmental unit is required to approve the issuance of the Bonds under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), after a public hearing following reasonable public notice; and

WHEREAS, in accordance with the requirements of Section 147(f) of the Code, a public hearing was held at which a reasonable opportunity was provided for persons with differing views on the Bonds and the location and nature of the facilities to be financed by the Bonds, and the Board of Mayor and Aldermen of the City of Franklin, Tennessee (the "Governing Body") has been informed of the substance of the public hearing; and

WHEREAS, the Borrower has requested the Governing Body to approve the issuance of the Bonds to comply with Section 147(f) of the Code; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to approve the issuance of Bonds by the Insurer to finance the Project.

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

1. The Governing Body hereby approves the issuance of the Bonds by the Issuer to finance the Project. This approval is given pursuant to Section 147(f) of the Code.

2. The officers of the City of Franklin, Tennessee are authorized to execute and deliver all such certificates and statements as may be reasonably required in connection with the issuance of the Bonds.

3. The Governing Body approves and ratifies the holding of the public hearing under Section 147 of the Code.

4. This approval shall not in any manner obligate the City of Franklin, Tennessee for the payment of any Bonds, and the issuance of the Bonds shall in no event affect the ability of the City of

Law Dept approved 11.18.24

Franklin, Tennessee to issue bonds or other obligations or affect in any manner the tax-exempt status thereof.

5. All acts and doings of the officers of the City of Franklin, Tennessee that are in conformity with the purposes and intent of this resolution (including, without limitation, the execution of an approval certificate by the Mayor) shall be, and the same hereby are, in all respects approved and confirmed.

6. This resolution shall take effect upon its passage.

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

ATTEST:	**CITY OF FRANKLIN, TENNESSEE:**
By:______________________________	**By:____________________________**
Angie Skarp	**Dr. Ken Moore**
City Recorder	**Mayor**

Approved as to Form:

By: ______________________________
Shauna R. Billingsley
City Attorney

Law Dept approved 11.18.24

BASS BERRY SIMS PLC

1700 Riverview Tower
900 S. Gay Street
Knoxville, TN 37902
(865) 521-6200

M E M O R A N D U M

TO: Shauna Billingsley
Kristine Brock

FROM: James P. Moneyhun, Jr.

DATE: November 4, 2024

RE: TEFRA Approvals for Certain Tax Exempt Bond Financings

This memorandum provides some additional background information as to the public approval requirement under federal tax law for certain tax exempt bond financings (which is commonly referred to as a "TEFRA Approval" approval because the name of the law that requires the approval is the **T**ax **E**quity and **F**iscal **R**esponsibility **A**ct of 1982).

Under federal tax law, certain public approval requirements must be satisfied in connection with the issuance of private activity tax-exempt bonds (including financings for nonprofit entities and certain exempt facilities, such as low-income housing facilities and airports). Generally, both the governmental unit issuing the bonds (or on behalf of which the bonds are issued), and a governmental unit having jurisdiction over the area in which the bond financed facility is located must approve the issuance. There are two ways that a governmental unit can give approval: (1) an applicable elected representative of the governmental unit may approve the bonds after a public hearing for which reasonable public notice was given, or (2) the bonds may be approved by voter referendum of the governmental unit.

In Tennessee, the most common type of approval is an approval by the elected mayor or the governing body of a governmental unit after a public hearing, as described in clause (1) of the prior sentence. The public hearings are typically held by the issuer of the bonds (or an officer of the issuer). Prior to the hearing, the public must be given reasonable notice, which is typically published in the local newspaper. The notice is required to contain a description of the proposed bond issue, including the address, owner and principal user of the project to be financed by the bonds and the maximum principal amount of the bonds.

After the public hearing is held, a summary of any public comments is typically provided to the applicable elected representative or governing body. For an approval by an elected representative, the representative simply signs a short one page approval form. For an approval by a governing body, the governing body typically adopts a simple approval resolution.

It is important to note that a TEFRA approval by an elected representative or governing body of a governmental unit does not create any liability on behalf of the governmental unit to repay the bonds in any manner whatsoever. The approvals are requested solely to comply with federal tax law.

45987539.1

MAYOR'S APPROVAL

The undersigned Mayor, as the chief elected executive officer of the City of Franklin, Tennessee has been informed that The Health and Educational Facilities Board of the City of Franklin (the "Board") has given approval to the issuance of not exceeding $9,000,000 in revenue bonds, in one or more series, the proceeds of which will be used by the Board to make a loan to APP Harpeth Partners, L.L.L.P, a Tennessee limited liability limited partnership, to assist it in financing the acquisition, rehabilitation and equipping of a multifamily apartment facility for low and moderate-income citizens located at 300 Sycamore Drive in Franklin, Tennessee. The proceeds of the Bonds will be spent with respect to such facilities located at such address. The initial principal user of the project is expected to be APP Harpeth Partners, L.L.L.P.

The undersigned further understands that the Board, after giving public notice at least 7 days in advance thereof, held a public hearing on ________________________________ at which a reasonable opportunity was provided for persons with differing views on both the issuance of the Bonds and the location and nature of the financed assets to be heard. The undersigned has been informed of the substance of the public hearing.

Based on such understanding and information the undersigned hereby approves the issuance of up to $9,000,000 in tax-exempt revenue bonds for the purposes above indicated.

This approval is given pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended and does not in any respect obligate the City of Franklin, Tennessee for the payment of the Bonds.

This ___ day of __________________, 2024.

____
Ken Moore, Mayor

45611728.1

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

File #: 21-01172

DATE: November 13, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development

SUBJECT:

*Consideration Of COF Contract No. 2022-0131, With Reese Farms, LLC For A Development Agreement For The Payment Of Costs For Offsite Sanitary Sewer Collection System Improvements To The Reese Farm Planned Development

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Contract 2022-0131, a development agreement with the developer of the Reese Farms Planned Development that requires that the city's public sanitary sewer infrastructure be extended through the development through a phased payment of fees that cover the cost of construction.

BACKGROUND/STAFF COMMENTS:

Several years ago, the Reese Farms PUD was entitled by Goodall Homes. This approval included either the relocation of a sanitary sewer pump station or extension of a sanitary sewer interceptor through the property. Both of these infrastructure improvements are costly. In 2022, Barlow Builders/Reese Farms, LLC began negotiating with Goodall Homes to purchase the Reese Farms PUD. Preliminary design of a sanitary sewer was completed and through discussions with city staff, and an alternate, less costly route for the sewer was identified on an adjacent property. Representatives of the Reese Farms, LLC subsequently requested a phased payment schedule to cover the cost of construction until it can be determined who will complete the installation of this sanitary sewer infrastructure. This payment schedule aligns with the issuing of building permits within the three sections of the Reese Farms PUD outlined in the development agreement, Contract 2022-0131.

FINANCIAL IMPACT:

The funds collected through this development agreement with Reese Farms, LLC are expected to cover the cost of constructing this essential sanitary sewer infrastructure. These funds are intended to be refunded to the entity who completes the construction of this infrastructure.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Contract 2022-0131.

DEVELOPMENT AGREEMENT FOR PAYMENT OF COSTS FOR OFFSITE SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS RELATED TO THE REESE FARM PLANNED DEVELOPMENT
COF Contract No. 2022-0131

This Agreement between THE CITY OF FRANKLIN, TENNESSEE ("City") and Reese Farms LLC, ("Developer"), entered into on this the ____ day of __________, 20____ ("Agreement"), subject to the following premises, terms and conditions.

WHEREAS, on February 26, 2019, the City of Franklin Board of Mayor and Aldermen approved Resolution 2018-96 and, subsequently, Development Plan #7088 for the Reese Farm Planned Unit Development ("PUD") generally located north of Del Rio Pike and West of Reese Drive, 2970 Del Rio Pike ("Development"); and

WHEREAS, Developer is responsible for the costs and installation of the improvements specified under Resolution 2018-96 and Development Plan #7088; and

WHEREAS, the Reese Farm Subdivision requires the extension of a sanitary sewer interceptor through two adjacent properties, (Map 063 and Parcel 00200 and Map 063 and Parcel 00202, currently owned by the Anderton Family Partnership) to the Developer's property to be designed and constructed at a later date ("Future Sanitary Sewer Interceptor"); and

WHEREAS, this Future Sanitary Sewer Interceptor upon construction, testing, and acceptance by the City will eventually become an asset of the Franklin Water Management Department and part of the City's overall public sanitary sewer system; and

WHEREAS, the Developer has provided an initial estimate in the amount of ONE MILLION FOUR HUNDRED NINTY THREE THOUSAND FOUR HUNDRED FIFTY-FIVE and 34/100 Dollars ($1,493,455.34) to design and construct this Future Sanitary Sewer Interceptor; and

WHEREAS, the Developer has agreed to bear the full cost of the Future Sanitary Sewer Interceptor improvement; and

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.

2. The Developer agrees to pay the City the total sum of ONE MILLION FOUR HUNDRED NINTY THREE THOUSAND FOUR HUNDRED FIFTY-FIVE and 34/100 Dollars ($1,493,455.34) towards the cost of the Future Sanitary Sewer Interceptor ("Project Cost").

3. The Project Cost for the Future Sanitary Sewer Interceptor shall be disbursed by the Developer to City in three tranches (each, a "Tranche") in proportion to and in anticipation of the Developer's construction of 132 homes in the PUD in the manner indicated below. The Developer agrees and acknowledges that the City will not release any building permits until funding requirements have been satisfied under each Tranche.

a. **Tranche A**. Upon the Developer's issuance to City of Tranche A funding in the amount of FOUR HUNDRED SIXTY-TWO THOUSAND NINE HUNDRED SEVENTY-ONE and 15/100 Dollars ($462,971.15) of the Project Cost, the Developer shall be eligible to receive the first building permit under this Tranche A. In no event shall the eligible building permits exceed forty-one (41) under this Tranche A.

b. **Tranche B**. Upon the Developer's issuance to City of Tranche B funding in the amount of ONE HUNDRED SIXTY-FOUR THOUSAND TWO HUNDRED EIGHTY and 08/100 Dollars ($164,280.08) of the Project Cost, the Developer shall be eligible to receive the first building permit under this Tranche B. In no event shall the eligible building permits exceed fifteen (15) under this Tranche B.

c. **Tranche C**. Upon the Developer's issuance to City of Tranche C funding in the amount of EIGHT HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED FOUR and 11/100 ($866,204.11) of the Project Cost, the Developer shall be eligible to receive the first of the remaining seventy-six (76) building permits under this Tranche C.

4. **Option To Recover Capacity Improvement Costs From Third-Party Developer**. Should a third-party developer express an interest in utilizing the Future Sanitary Sewer Interceptor, the Developer may at its option engage in negotiations with the third-party developer to recoup certain material costs related to any capacity improvements necessary for the Future Sanitary Sewer Interceptor; provided, however, (i) Developer shall provide fifteen (15) days advanced written notice to City outlining the Developer's desire to exercise such option, (ii) City retains and reserves the right to inspect and approve such Sanitary Sewer Interceptor and any capacity improvements thereto, and (iii) the option to recoup such materials costs from a third-party developer is agreed to in writing and exercised *prior to* the commencement of construction of the Future Sanitary Sewer Interceptor.

   Notwithstanding the foregoing, the Developer shall in all cases be responsible for payment of the Project Cost for the Future Sanitary Sewer Interceptor. In the event the Developer elects to exercise the option under this section, only the capacity improvement costs (material costs only) exceeding the Project Cost shall be eligible for recuperation from a third-party developer unless the City and Developer agree to otherwise in writing.

5. **Notice**. All notices under this Agreement shall be in writing and sent by mail to the address listed below for each party.

City of Franklin City Hall	Reese Farms LLC
109 3rd Avenue, S.	3020 Stansberry Lane, Suite 101
Franklin, TN 37064	Franklin, TN 37069
Attn: Vernon Gerth, ACA	Attn: Reese Farms LLC Registered Agent

6. **Compliance with Federal Laws/Regulations**. Developer shall comply with all applicable Federal and State laws and regulations in the performance of this Agreement.

7. **Antidiscrimination/Affirmative Action and Equal Employment Opportunity**. No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law shall be excluded from participation in, or be denied benefits, or be otherwise subjected to discrimination in the performance of this Agreement.

8. **Conflict of Interest**. Developer agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Developer further covenants that in the performance of this Agreement no person having such an interest, direct or indirect, shall be employed or retained by Developer hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Developer or of any designated public agencies or sub-recipients that are receiving funds under this program.

9. **Venue**. In the event of a dispute or litigation arising out of said Agreement, it is understood and agreed that this Agreement was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

10. **Termination**. The City may terminate this Agreement for any reason or no reason.

11. **Assignment**. Neither City nor Developer may assign its rights or delegate its responsibilities under this Agreement.

12. **Entire Agreement and Modification**. The Agreement between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Agreement. The terms and conditions of this Agreement may not be changed except by an amendment expressly referencing this Agreement by section number and signed by an authorized representative of each party.

    If seeking any addition or modification to the Agreement, 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 Agreement; 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, acknowledgment, or other writings unless: (a) such purchase order, acknowledgment, or other writings specifically refer to the Agreement or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Agreement; and (c) such purchase order, acknowledgment, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

13. **Severability**. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

14. **Waiver**. Neither party's failure nor delay to exercise any of its rights or powers under the Agreement 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 signed by the waiving party in writing. 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.

15. **Breach**. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement 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.

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

WITNESS our hands on the dates as indicated.
Developer
Reese Farms LLC

By: ______________________

Print Name: Austin Pennington

Title: President

Date: 11/13/2024

CITY

CITY OF FRANKLIN, TENNESSEE

By:__________________________
Dr. KEN MOORE
Mayor

Date: ________________________

By:__________________________
ERIC S. STUCKEY
City Administrator/Recorder

Date:__________________________

Approved as to Form by:

____
William E. Squires, Assistant City Attorney

Law Dept approved 02.02.23

City of Franklin

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

File #: 21-0806

DATE: September 25, 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 Amendment 1 To COF Contract No. 2024-0103, With C&T Engineering For Inspection Services For The 36" HOBAS Emergency Pipe Repair

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an amendment to an existing contract with C&T Engineering for inspection services during an emergency pipe repair.

BACKGROUND/STAFF COMMENTS:

On March 23, 2024, a resident provided notification that a sinkhole had formed on his property in the 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. On April 2, 2024, the City Administrator entered into an emergency repair contract with Garney to repair this line, and the Board approved a contract for inspection services with C&T Engineering on April 9, 2024.

C&T was selected due to their previous work on the past HOBAS sewer main breaks and the necessary documentation and inspection services required for this type of repair. Their initial contract was for 6-weeks of inspection based upon the schedule that was initially provided by the contractor. As the project continued, several issues surfaced that resulted in impacts on the overall construction schedule.
-A recalimed water line was not shown on the drawings for the initial construction of the HOBAS sewer, and when it was uncovered to see how close it resided to the main, it needed to be removed for proper construction. While the City provided the pipe to replace the main, Garney installed and pressure tested the main to City standards.
-Check dams that were supposed to have been installed in the initial contract to divert water away from the pipe were not installed, so there was a great deal of dewatering throughout the duration of construction that proved to be difficult and time-consuming. A change order was executed with Garney to install permanent check dams to prevent this from happening again.

-The tie-in manhole upstream of the break proved to be unrepairable once it was uncovered due to corrosion and non-watertight connections. A change order was executed to purchase a new manhole, however, when the new one was installed installation and subsequent vacuum testing to City standards had to occur.
-The relciamed line as it had passed under Lewisburg Pike was not installed properly using the appropriate restraints when the new reclaimed line was energized and pulled a section of the piping apart at the bell/spigot. It turned out the line appeared to have been leaking for a lengthy amount of time before discovery, but the repair required the removal of the pipe from the casing under Lewisburg for the repair.

This amendment includes work for an additional 19-days of inspection time from the initial work that was proposed.

FINANCIAL IMPACT:

This amendment adds an additional $14,260.00 to the overall inspection contract budget of $57,060.00 for a total amount of $71,320.00.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2024-0103.

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2024-0103

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the "City") and C&T ENGINEERING AND INSPECTION, LLC ("Consultant") as of this ______ day of ________________________, 2024.

RECITALS:

WHEREAS, the City and Consultant entered into an agreement (COF Contract No. 2024-0103) dated April 1, 2024 (the "Agreement"); and

WHEREAS, the purpose of the Agreement was to provide inspection services for the emergency repair of the failed FRP piping along Lewisburg Pike; and

WHEREAS, the parties desire to amend the Agreement to add services in accordance with the Consultant's Proposal (*attached hereto*) to assist in correcting several previously unknown issues to the project and to the project schedule; and

WHEREAS, the City and Consultant 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 Scope of Services in the Agreement is hereby amended to include the Proposal (*attached hereto*).

3. The Term of the Agreement is amended to allow for the additional work described in the Proposal with a beginning date of 6/18/2024 and ending no later than 07/14/2024.

4. The total cost of the Agreement is amended to include an increase of $14,260.00 for the additional services.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

11. All other provisions of the Agreement, dated 04/01/2024 are unchanged and remain in full force and effect.

(Signature page to follow)

1113 Murfreesboro Rd. Ste. 106-102
Franklin, TN 37064

C&T ENGINEERING

615.567.3306
ctengineering.net

August 27, 2024

Michelle Hatcher, PE
City of Franklin Water Management Director
124 Lumber Drive
Franklin, TN 37064
Delivered via electronic mail to michelle.hatcher@franklintn.gov

Re: Proposal for Amendment to Contract 2024-0103-Lewisburg Pike Emergency FRP Pipe Repair-Additional Construction Services

Dear Michelle,

C&T Engineering and Inspection respectfully submits this professional services proposal to amend current construction inspection services for the above referenced project. I have provided an explanation breakdown for this amendment request. The project is complete, and we will not be submitting any additional invoices. If you have any questions or concerns regarding this amendment request, please reach out to me or Randel.

Background

The current contract 2024-0103 between C&T Engineering and Inspection and the City of Franklin was a 6-week start to finish emergency repair and replace work schedule. Work included performing daily inspections, capturing field measurements, capturing photo documentation, continuous inspection of the bypass pumping system, pressure testing new pipe and vacuum testing new sewer manholes, chain of custody documentation on removed FRP sections stowed at COF PWB, providing continuous updates to designated stakeholders and generating daily work reports for the failed 36" HOBAS Fiber Reinforced Polymer FRP piping.

As the project got underway several unknown issues surfaced that resulted in impacts to the project and to the project schedule. These impacts are as follows:

1. An existing 12" inch reclaimed watermain was discovered to be within the 36" inch sewer easement and not as delineated on the original Goose Creek Interceptor Phase I drawings. As a result of this encroachment, 360' linear feet of 12" inch reclaimed watermain had to be removed and replaced after the FRP pipe was removed and replaced. The new 12" inch reclaimed watermain had to be pressure tested for acceptance. This created unexpected additional work, delay and extended the duration of the construction.
2. Permanent check dams noted on the original Goose Creek Interceptor Phase I drawings were not installed during the original construction. As a result, the installation and dewatering efforts to replace the failed Hobas FRP were a constant challenge. It was decided to install a new permanent concrete check dam in close proximity to SMH F-10 to control the large amounts of subsurface groundwater creating unexpected additional work, delay and extending the duration of the construction.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: __________________________________

Dr. Ken Moore, Mayor

Date: __________________________________

ATTEST:

By: __________________________________

Angie Skarp, City Recorder

Date:

____

APPROVED AS TO FORM BY:

J. Blake Harper, Staff Attorney

C&T ENGINEERING AND INSPECTION, LLC:

By: Tom Camb

Title: Member

Date: 11/4/2024

Law Dept approved 10.31.24

1113 Murfreesboro Rd. Ste. 106-102
Franklin, TN 37064

C&T ENGINEERING

615.567.3306
ctengineering.net

3. It was discovered that SMH-17759 had experienced catastrophic failure and had to be completely removed and replaced with a new 6' foot diameter sewer manhole. The new sewer manhole had to be fabricated, delivered, installed and vacuum tested. This created unexpected additional work, delay and extended the duration of the construction.
4. Additional CCTV work between SMH F-11 and SMH F-14 totaling 1,456 linear feet had to be performed to address the possibility of another FRP pipe failure. The field work took one day, and the review of the CCTV videos took one day creating unexpected additional work, delay and extending the duration of the construction.
5. The existing 12" inch reclaimed watermain crossing under Lewisburg Pike inside a 24" inch steel casing was not properly restrained inside the casing pipe during the original Goose Creek Interceptor Phase I construction which allowed a section of the pipe to separate at a bell/spigot joint. The pipe had to be rejoined and reinstalled inside the casing pipe creating unexpected additional work, delay and extending the duration of the construction.

SCHEDULE

The additional work assumes a beginning date of 6/18/2024 and ending by 7/14/2024.

COST

The additional cost for professional services as described is at a not to exceed amount of $14,260.00.

Very truly yours,

Tom Lamb

Tom Lamb
Principal
C&T Engineering and Inspection, LLC

Enclosure

Cc: Brian Goodwin, City of Franklin
Randel Wallace, C&T Engineering

City of Franklin

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

File #: 21-01171

DATE: November 13, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources
Brian Wilcox, Purchasing Manager

SUBJECT:

*Consideration Of Resolution 2024-101, A Resolution To Reject All Bids For Healthcare And Dependent Care Flexible Spending Account Administrative Services (Purchasing Office Procurement Solicitation No. 2025-007)

PURPOSE:

The purpose of Resolution 2024-101 is to reject all bids for healthcare and dependent care flexible spending account administrative services for the City, and to direct staff to develop and pursue a new strategy to procure the required products and services.

BACKGROUND/STAFF COMMENTS:

The City published on October 10, 2024 a Notice to Bidders in the *Williamson Herald* for healthcare and dependent care flexible spending account administrative services. In addition, bid documents were sent on or about the same date directly to fifteen (15) potential bidders known or thought to be interested in this solicitation. Bids from five (5) service providers were publicly opened at the bid opening held on October 24, 2024. A tabulation of the bids received for this solicitation is attached.

Upon review of the five bids submitted, staff recommends all five bids be rejected since the use of the competitive sealed proposal procurement method would be 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 implication of rejecting all bids is for pricing per participating employee per month for the specified services to remain unchanged for the 125 estimated number of participants.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-101.

RESOLUTION 2024-101

A RESOLUTION TO REJECT ALL BIDS FOR HEALTHCARE AND DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT ADMINISTRATIVE SERVICES

WHEREAS, *on October 10, 2024, the City published a Notice to Bidders in the Williamson Herald for healthcare and dependent care flexible spending account administrative services (Purchasing Office Solicitation No. 2025-007); and*

WHEREAS, *on October 10, 2024, the City issued Purchasing Office Solicitation No. 2025-007; and,*

WHEREAS, *on or about October 10, 2024, the City sent solicitation documents directly to fifteen potential bidders known or thought to be interested in Purchasing Office Solicitation No. 2025-007; and*

WHEREAS, *on or about October 10, 2024, the City posted the solicitation documents on the Business Opportunities page of the City's website; and*

WHEREAS, *on October 21, 2024, the City issued Addendum No. 1 to Purchasing Office Solicitation No. 2025-007; and*

WHEREAS, *on October 24, 2024, the City publicly unsealed bids from five service providers; and*

WHEREAS, *the use of the competitive sealed proposal procurement method would be 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; and*

WHEREAS, *City staff recommends the City reject all bids submitted in response to Purchasing Office Solicitation No. 2025-007, develop and pursue a new strategy to procure the required products and services.*

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

The City shall reject all bids submitted in response to Purchasing Office Solicitation No. 2024-007, develop and pursue a new strategy to procure the required products and services.

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

ATTEST:	**CITY OF FRANKLIN, TENNESSEE:**
By: ______________________________	**By:** ______________________________
Angie Skarp **City Recorder**	**Dr. Ken Moore** **Mayor**

Approved as to Form:

By: ______________________________

Angie Skarp is above; **J. Blake Harper**
Staff Attorney

Law Dept approved 11.15.24

Tabulation of results from bid opening for City of Franklin, TN Procurement Solicitation No. 2025-007*

Event Number	2025-007		**Organization**	City of Franklin, TN eBid	
Event Title	Healthcare and Dependent Care Flexible Spending Account Administrative Services		**Workgroup**	Purchasing	
Event Description	Healthcare and Dependent Care Flexible Spending Account Administrative Services		**Event Owner**	Suzanne Ward	
Event Type	ITB		**Email**	suzanne.ward@franklintn.gov	
Issue Date	10/10/2024 03:13:16 PM (CT)		**Phone**	615-550-6698	
Close Date	10/24/2024 02:00:00 PM (CT)		**Fax**	n/a	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Total Administrative Services Corp. (TASC)	Madison	WI	10/24/2024 09:41:00 AM (CT)	1	$2.85
Driven125 (ClearTrack HR, LLC - Driven Benefit Administrators LLC)	Huntsville	AL	10/23/2024 11:55:51 AM (CT)	1	$2.95
Flexible Benefit Administrators Inc.	Chesapeake	VA	10/24/2024 12:48:36 PM (CT)	1	$3.00
Ameriflex	Carrollton	TX	10/23/2024 04:23:35 PM (CT)	1	$3.20
P&A Administrative Services, Inc.	Williamsville	NY	10/23/2024 11:18:30 AM (CT)	1	$2.95

Prepared 11/15/2024 by
City of Franklin, TN Purchasing Office

*City staff recommends all bids be rejected.

City of Franklin

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

File #: 21-0809

DATE: September 30, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
John Schroer, Alderman

SUBJECT:

Presentation Of Scope Of Services Request For Transit Master Plan By Chairman John Schroer

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a presentation by Franklin Transit Authority Chairperson John Schroer and the Franklin Transit Authority's recommendation to release a Request for Proposals for a new City of Franklin Transit Plan.

BACKGROUND/STAFF COMMENTS:

The purpose of this plan is to facilitate the establishment of vision, goals and objectives relative to the Franklin Transit Authority (FTA) and provide FTA recommendations and associated funding and implementation plans that will serve the mobility needs now and in the future in Franklin, Tennessee. The last plan was completed in 2017. This updated plan will provide a variety of options that are fiscally constrained and/or have an associated funding plan. The objective of the plan is to provide a balance of options so that inter-regional travel needs, regional travel needs, and local travel needs are discussed with an understanding of the population served, concepts of projects or services, funding options, and trade-offs. It is highly unlikely that there will be adequate resources to fund all needed services at the desired levels. This plan will help clarify the trade-offs between available funding and the types and levels of services identified in the plan. There will need to be careful analysis of the level of capital, operating and maintenance investment needed to support several types and levels of services and the cost and delivery timelines associated with those capital elements. Community outreach will be a critical component to the development of this plan. Everyone from the community will be able to consider the options, weigh in on trade-offs and gain an understanding of the costs associated with each element of the plan. This plan will offer a range of outcomes, financial options, and metrics by which to measure mobility progress in the City of Franklin.

FINANCIAL IMPACT:

The cost and financial impact of the procurement remains to be determined with 90% percent of funding originating from Federal Transportation Grants and 10% from the City of Franklin. The

Request for Proposals will allow the Franklin Transit Authority to consider both the qualifications and pricing of responsive consultant proposals. The final scope of services, consultant, and pricing as recommended by the Franklin Transit Authority will be presented with the BOMA at a future date.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the presentation of the scope of services and support the release of the Transit Master Plan Request for Proposals by Chairperson John Schroer and the Franklin Transit Authority.

Franklin Transit Authority Transit Master Plan Scope of Services

Introduction

The purpose of this plan is to facilitate the establishment of Vision, Goals and Objectives relative to the Franklin Transit Authority (FTA) and provide FTA recommendations and associated funding and implementation plans that will serve the mobility needs now and in the future in Franklin, Tennessee. This plan will provide a variety of options that are fiscally constrained and/or have an associated funding plan. The objective of the plan is to provide a balance of options so that inter-regional travel needs, regional travel needs, and local travel needs are discussed with an understanding of the population served, concepts of projects or services, funding options, and trade-offs. It is highly unlikely that there will be adequate resources to fund all needed services at the desired levels. This plan will help clarify the trade-offs between available funding and the types and levels of services identified in the plan. There will need to be careful analysis of the level of capital, operating and maintenance investment needed to support several types and levels of services and the cost and delivery timelines associated with those capital elements. Community outreach will be a critical component for the development of this plan. Everyone from the community will be able to consider the options, weigh in on trade-offs and gain an understanding of the costs associated with each element of the plan. This plan will offer a range of outcomes, financial options, and metrics by which to measure mobility progress in the City of Franklin.

The following is a list of critical issues that serve as a starting point of consideration for the study:

- How much does the Franklin Transit Authority's current services need to change to meet current and future demands?
- How does the Franklin Transit Authority serve the most people as efficiently as possible?
- Where are potential new markets; where are unserved/underserved areas; and where is growth occurring (residential and jobs)?
- How does the Franklin Transit Authority access new markets in suburban areas and new employment centers throughout the City Franklin and regionally?
- What market research tool will inform the Franklin Transit Authority of key customer travel behaviors and attitudes to increase existing ridership and attract new riders?
- How does the Consultant plan to engage the public in a dialogue of public transportation needs and expectations as part of this study?
- What is the optimum balance of public transportation services between commuter, point to point, and disadvantaged populations?
- Who are the peer agencies for Franklin Transit Authority? How does their performance compare to ours?
- What attributes of system and route performance should be most important?
- How does franklin best serve an increasingly aging population?

- What options and opportunities does the Franklin Transit Authority have for integrating micro-transit and other technologies into its services?
- What capital and operating requirements are necessary to achieve the vision for public transportation in the City of Franklin?

Task 1: Project Management

The Consultant shall perform all project management and administration functions necessary to deliver this work order. Consultant will maintain a project administration and quality assurance program for this work order.

Consultant shall organize and manage the regular cadence of project meetings as directed by the Franklin Transit Authority project management team, including Consultant task leads and subject matter experts as needed.

To ensure compliance with the contracted scope and deliverables for the new fiscal year, a Project Management Plan (PMP) shall be prepared within the first thirty (30) days of the executed work order. This will include Change Management Plans subject to the Franklin Transit Authority's review and approval, and consultant shall guide their efforts according to this plan. Project administration activities such as status meetings and interim management of deliverables shall be outlined in this PMP.

The consultant will start the project with an in-person meeting attended by all project leadership and task leads, in which the following may be reviewed and refined:

- Project objectives
- Scope of work
- Timeline and milestones
- Composition and format of deliverables and presentations
- Communications
- Requested data
- Agency (and stakeholders/partners) ability to fulfill request on the data needs list
- Template and branding concepts.

Task 1 Deliverables

- Project Management Plan
- Project schedule, updated monthly

Task 2 – Public Involvement

This plan must engage the community with multiple opportunities to voice their opinion on the future of the transit system. Traditional public meetings and a project website will be used as well as the Consultant utilizing stakeholder committee and stakeholder interviews. Beyond these traditional engagement activities, the consultant must include a “meeting people where they are” approach to outreach and engagement. The Consultant will document a specific plan for community outreach and involvement in a Public Involvement Plan (PIP) and this plan must include opportunities to hear from the various communities what unmet needs exist, what is working and what isn’t. The PIP must also include a round of engagement expressing “what we heard” and how that has been addressed. Finally, the PIP must include a strategy of education and feedback gathering of the recommendations coming out of this planning process. The PIP must allow for substantial involvement from representatives of a diverse cross-section of community groups, such as

- General Public
- Advocacy groups (Non-profits, senior centers, mental health community, advocates and support agencies for people with disabilities, etc.)
- Disadvantaged communities (low income, zero car households, older adults, people with disabilities, non-English speaking communities, and people of color
- Institutions (education, religious, medical, etc.)
- Business Community Leaders
- Neighborhood groups (homeowner’s associations, senior living facilities, etc.)

The PIP will utilize online tools and surveys and may use social media, as well as informal, small group meetings to reach out to stakeholders. The PIP will also identify specific tools and techniques for outreach to traditionally underserved or traditionally less involved populations. The Consultant shall also review all relevant community engagement efforts performed by other transit operating agencies.

Task 2 Deliverables

- Public Involvement Plan (PIP)
- Established Goals of the project
- Outreach and Engagement collateral such as presentations, fliers, signs, social media templates, presentation boards, etc.
- Outreach and Engagement Technical Report outlining feedback received through all methods of collection, identifying themes, level of attendance/participation, etc. cross referenced to the extent possible with demographics collected
- Project Website updated and maintained throughout the life of the project

Task 3 – Inventory & Assessment of Existing Conditions Trends

The Consultant will complete an inventory and analysis of existing conditions and trends. The Consultant will need to obtain, review, and summarize the following information:

- Performance metrics and ridership information from the Franklin Transit Authority
- Performance metrics and ridership information from RTA service provided, private providers, etc.
- Performance metrics from at least three peer public transportation agencies of comparable size and scope for peer reviews and trend analysis
- Transfer Analysis (If applicable)
- Travel patterns within and around FTA's service area
- Bicycle and pedestrian facilities that support public transportation (i.e., last mile connectivity)
- Technology (such as dispatch software, automatic vehicle location, fare systems, etc.)
- Origin and Destination data for both inter and intra trips
- Past, current, and future growth – including population, demographics, employment, and land use
- Planned and programmed transportation improvements – from the City of Franklin, Williamson County, RTA, WeGo (if applicable), TDOT, Nashville MPO and from and adjoining jurisdictions
- Past and present funding for capital, as well for maintenance and operation – from the City of Franklin, FTA and other data/funding sources.

In addition to the above information, the Consultant will conduct a Data Meeting with staff to discuss data sources and availability. The goal of this meeting will be to identify pertinent data, identify any gaps in available data, and identify the appropriate means of obtaining that data.

Task 3 Deliverables

- Existing Conditions Technical Report
- Existing Conditions Executive Summary
- Existing Conditions Presentation
- Data library of all data collected

Task 4 – Goals, Objectives, & Performance Metrics

The consultant will coordinate with an established Technical Advisory Group (TAG) to establish the overall vision of the transit system and goals to achieve that vision. The final report of this study will outline specific objectives that, once implemented, will achieve the stated goals and vision. The consultant will also development performance metrics to evaluate the successes of each objective. Metrics may include, and will not be limited to, the following:

- Forecasted ridership
- Productivity and cost efficiency of transit service

- Transit-supportive land uses and/or plans
- Measures of transit mobility (e.g., % of population living within ½ of frequent transit)
- Economic development and land use development potential .
- Potential speed of service
- Projected benefits and/or cost-benefits analysis
- Community and/or political support
- Regional connectivity and benefits
- First/last mile connections and opportunities
- Existing roadway conditions and right of way availability including potential engineering challenges
- Benefits to traditionally undeserved communities and Title VI/equity concerns Safety considerations
- Safety considerations
- Modal integration, including pedestrian and bicycle facilities, park-and-ride lots, commuter rail, and other forms of bus transit
- Considerations of teleworking and/or remote appointments
- Vehicle Miles Travel (VMT) reduction

The development of service standards moving forward will help guide the future allocation of resources, so special attention to equitable outcomes must be made in addition to increasing government efficiencies.

Task 4 Deliverables

- Executive summary of the established Vision and Goals
- Presentation of the established Vision and Goals
- Definition of metrics developed to evaluate proposed service changes, routes, modes, and facilities

Task 5 – Transit Plan Development

The consultant will work from the community and stakeholder feedback collected in Task 2, existing conditions outlined in Task 3 and the Vision and Goals developed in Task 4 to create a Transit Master Plan (TMP) that includes recommendations for the following:

- Routes alignments by mode
- Service plans by mode
- Capital, Operating and Maintenance cost requirements
- Impacts to existing Capital and Operating budgets
- Potential funding sources for plan implementation
- Financial plan for implementation
- Implementation plan by year

The transit plan will be reviewed at appropriate milestones by the TAG and vetted by the community and key stakeholders to ensure robust feedback throughout the plan development process. The consultant will also include an evaluation of all routes, modes and service plans considered and the results of their evaluation through the metrics outlined in Task 4.

The Consultant will prepare a comprehensive list of potential funding sources to meet the funding requirements of each option and engage the TAG in a discussion of their viability. Using this financial information, the Consultant will develop a spreadsheet-based financial model that integrates macroeconomic assumptions, revenue projections from existing funding sources, transit system service levels, operating and maintenance (O&M) cost, capital cost estimates for bus and high-capacity transit improvements, and assumptions on project timing to estimate future cash flows. The model will include a forecast of federal funding and potential from other sources.

Task 6 – Final Documentation

The consultant will prepare a TMP that summarizes all deliverables and final recommendations. The document will outline a clear implementation plan for policy and programmatic actions to support the growth and sustainability of transit service in the FTA service area. The implementation strategy will assign roles and responsibilities and will include a range of funding scenarios and performance goals. The document will outline the planning process, public outreach, and stakeholder engagement process and how it affected the planning process, the preferred transit investment scenario, funding plan, and implementation strategies. The consultant will also develop an executive summary and presentation as stand-alone documents.

City of Franklin

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

File #: 21-0858

DATE: October 10, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Chris Koeper

SUBJECT:

Presentation & Discussion Of City Hall Project Update

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an update on the City Hall project based on 50% design documents.

BACKGROUND/STAFF COMMENTS:

The design team has surpassed the 50% design documents milestone. As part of the scope of services, both the Owner's Representative and the Construction Manager at Risk (CMAR) were to develop cost estimates based on the 50% design. The presentation touches on the costs associated with each of the major elements of the City Hall Project and presents the current projected milestones for early release packages (ERPs).

Costs continue to be consistent with the estimates presented in early 2024. Significant work has been accomplished to reduce costs across a broad range of construction approaches and creative solutions and it is important to note that the overall costs tend to trend down when a project moves from 50% DD to 100% DD as details become more refined.

The one item that does show a more significant cost escalation is the parking garage, and for the sake of transparency, the Owner's Rep and staff wanted to make you aware of this change. As presented in February of this year, the estimated cost for the garage was $12M. The current cost estimate based on 50% design is approximately $18M. The concept of reducing the parking garage footprint had been previously presented to the BOMA, providing staff with the feedback to continue with the full garage. However, because of the large increase, it was thought important to bring it before the BOMA again as this is expected to be the largest VE item that remains on the project.

Pros to consider with respect to the parking garage reduction include reduction of certain long term maintenance needs, more flexibility with possible future city hall expansion, cost savings, and more availability for onsite staging, improved site logistics and reduced traffic impacts.

Some of the cons to consider include significantly less parking, additional spaces for the current design provides for almost all staff parking, freeing up 2nd Ave. garage for the public during business hours, and there are significant limitations to adding any future parking locations in the downtown area, requiring acquisition of additional land.

FINANCIAL IMPACT:

At this time there is no financial impact.

RECOMMENDATION:

There are no staff recommendations at this time.

Franklin City Hall
BOMA Work Session

50% Design Development Budget Update

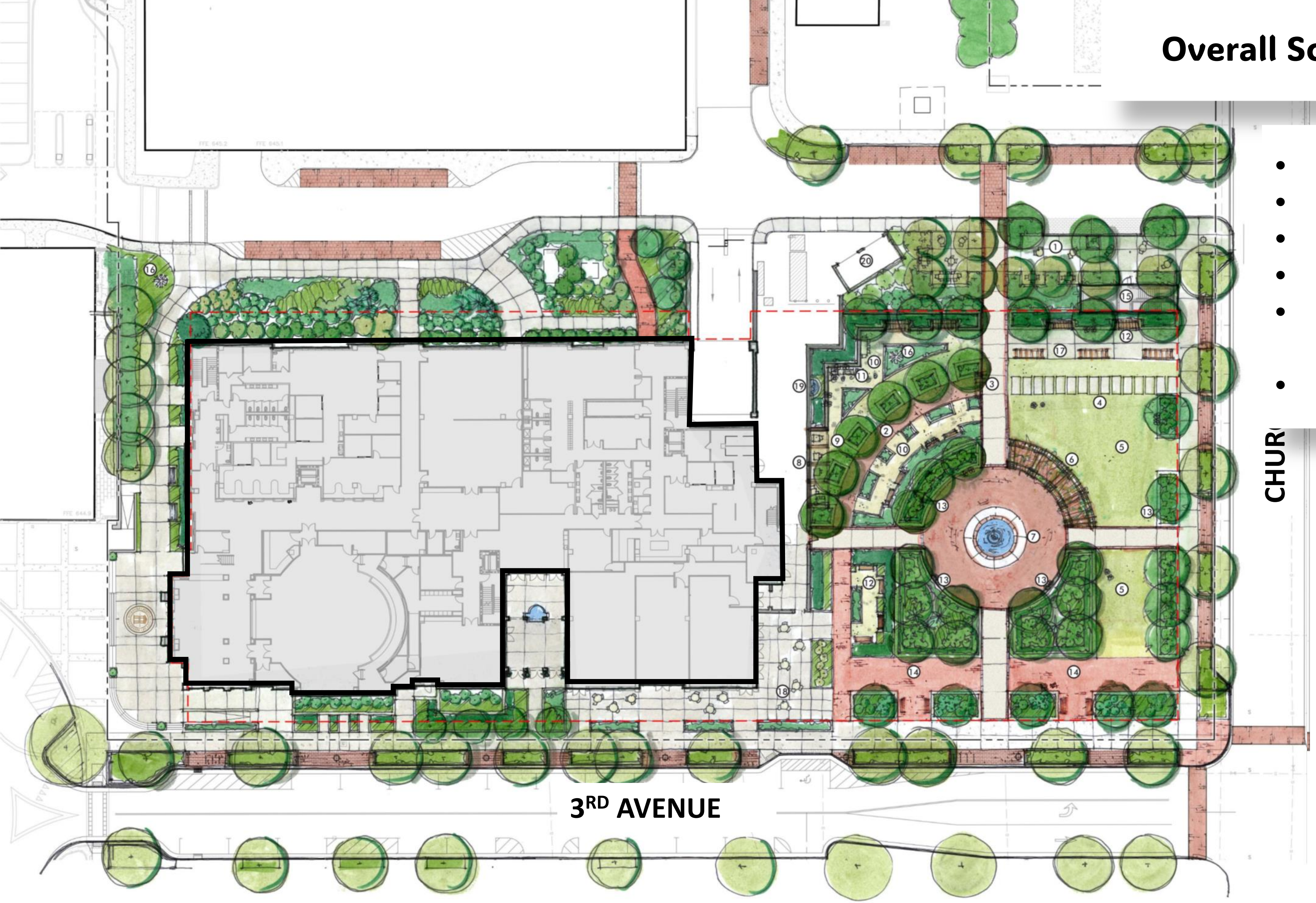
26 November 2024
4:30 PM

Agenda and Table of Contents:

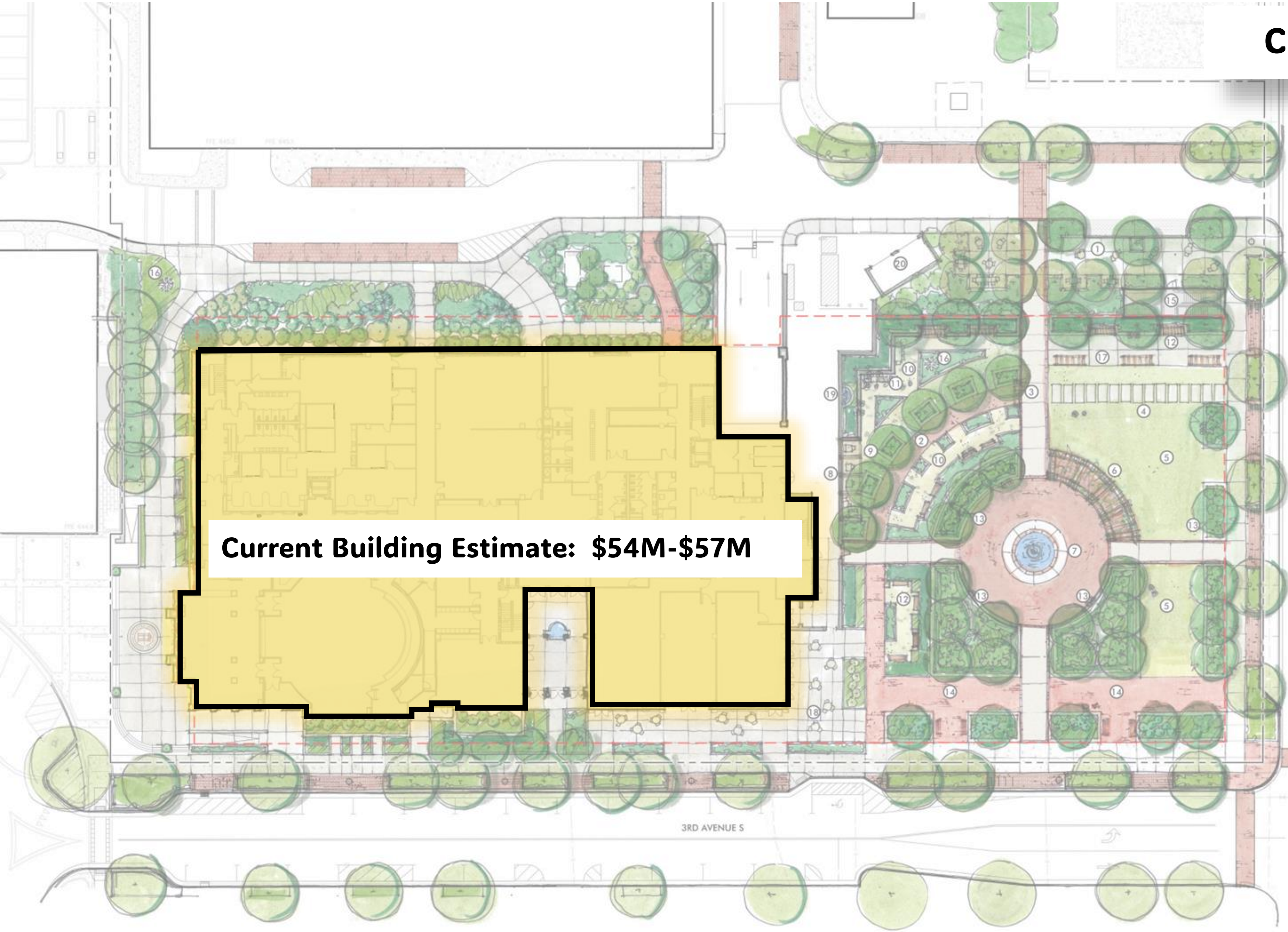
- Snapshot of City Hall Project Construction Cost at 50% DD
- Early Release Package Schedule
- Parking Option

Overall Scope of the Project

- Building
- Garage
- Commercial
- Ally/Promenade
- 3rd Ave Streetscape
- Park

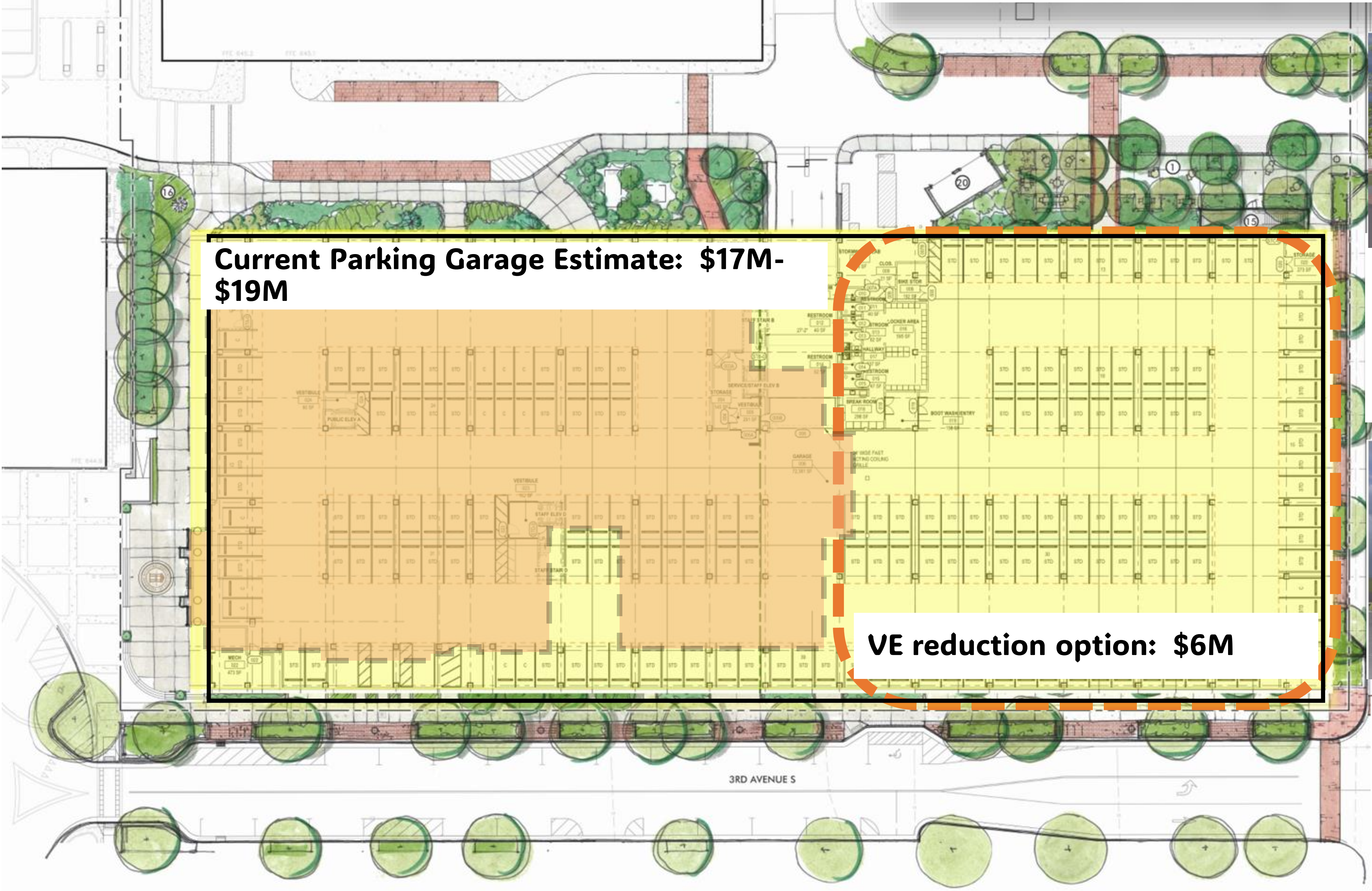


City Hall Building



<u>Cost Drivers:</u>
Labor (including Masonry, MEP, and Structure)
Nashville Market index
Historic Index

Subgrade Parking Garage for ~ 200 Vehicles



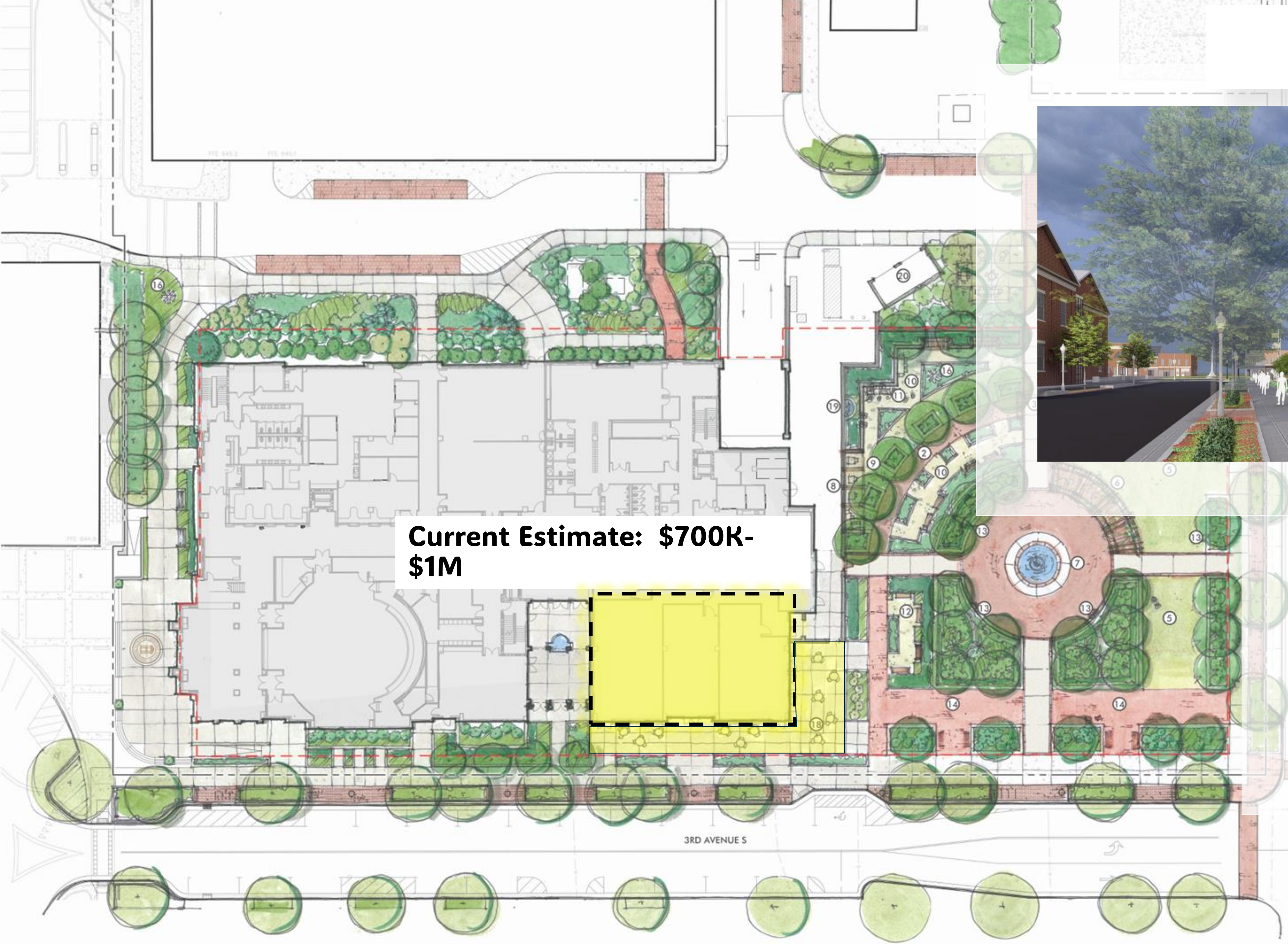
Current Parking Garage Estimate: $17M-$19M

VE reduction option: $6M

Cost Drivers:
- Horizontal Waterproofing
- Sub-slab Drainage
- Shoring
- Concrete Structure
- Public/Private Use

VE Option:
Reduce Size of Garage by removing parking under Park with a net loss of 85 spaces

Commercial Use

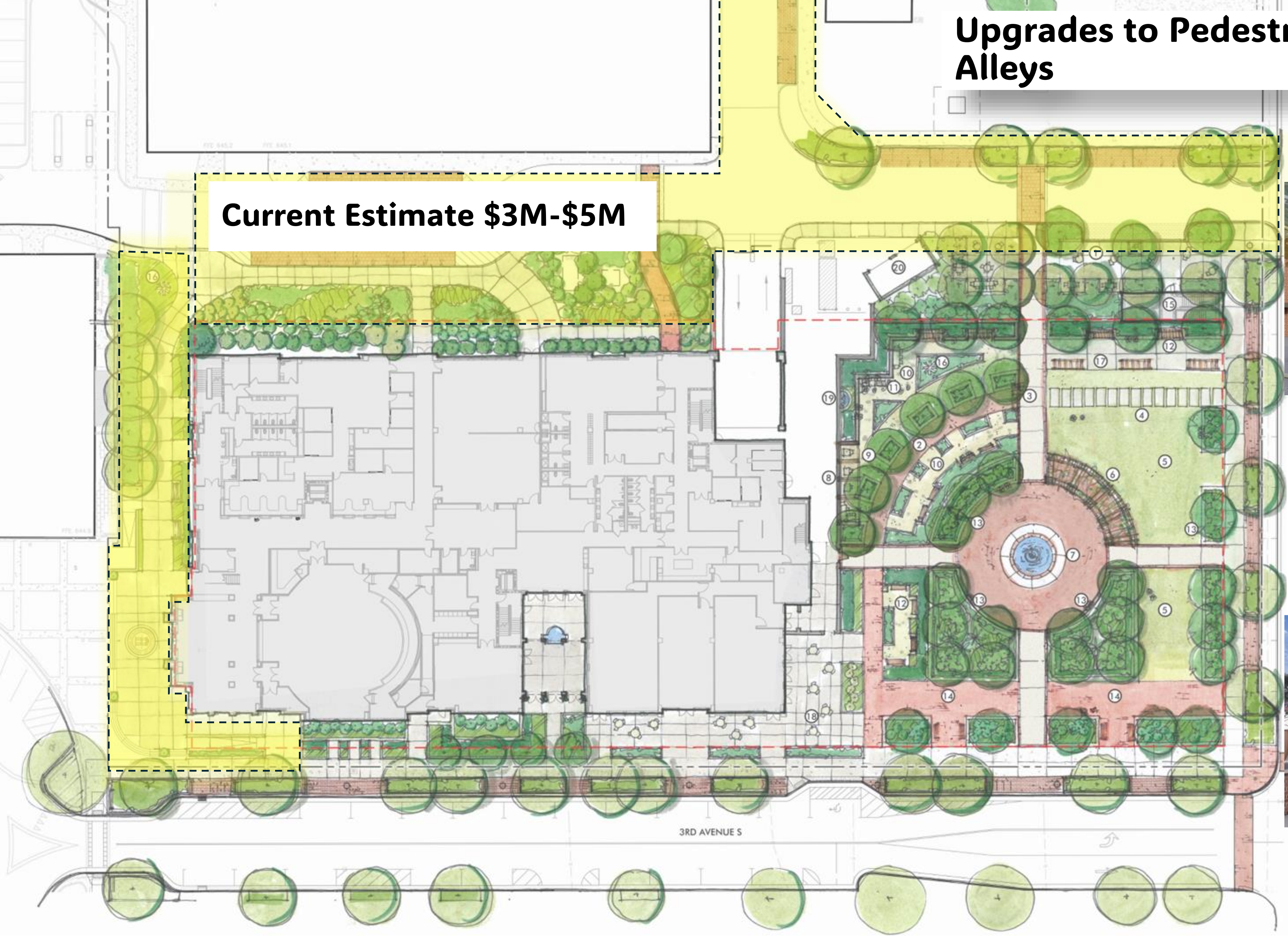


Current Estimate: $700K-$1M

Commercial lease space and outdoor plaza spaces

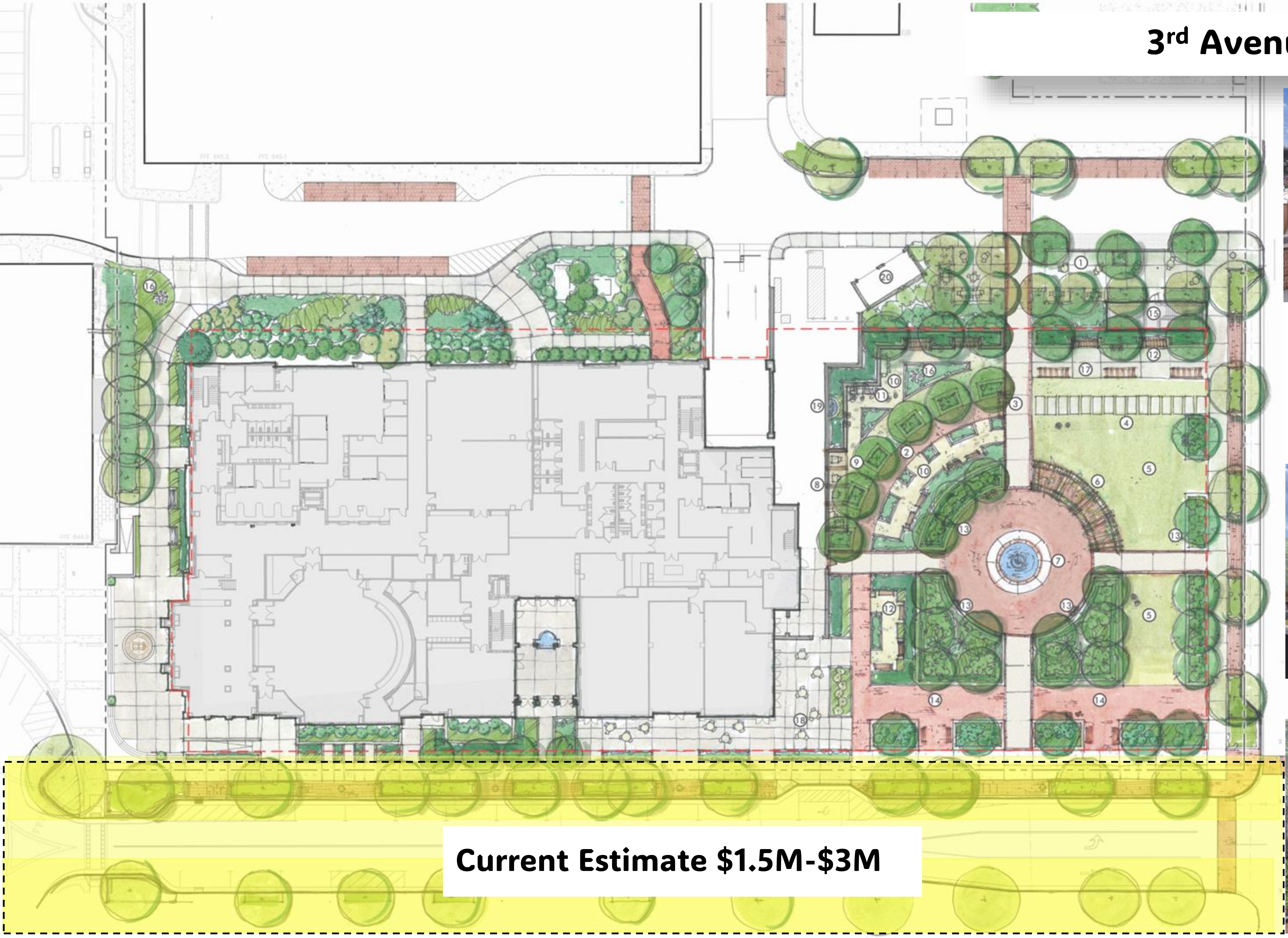
Upgrades to Pedestrian Promenade and Alleys

Current Estimate $3M-$5M



Accessibility upgrades, parking, curbs, sidewalks, and landscape

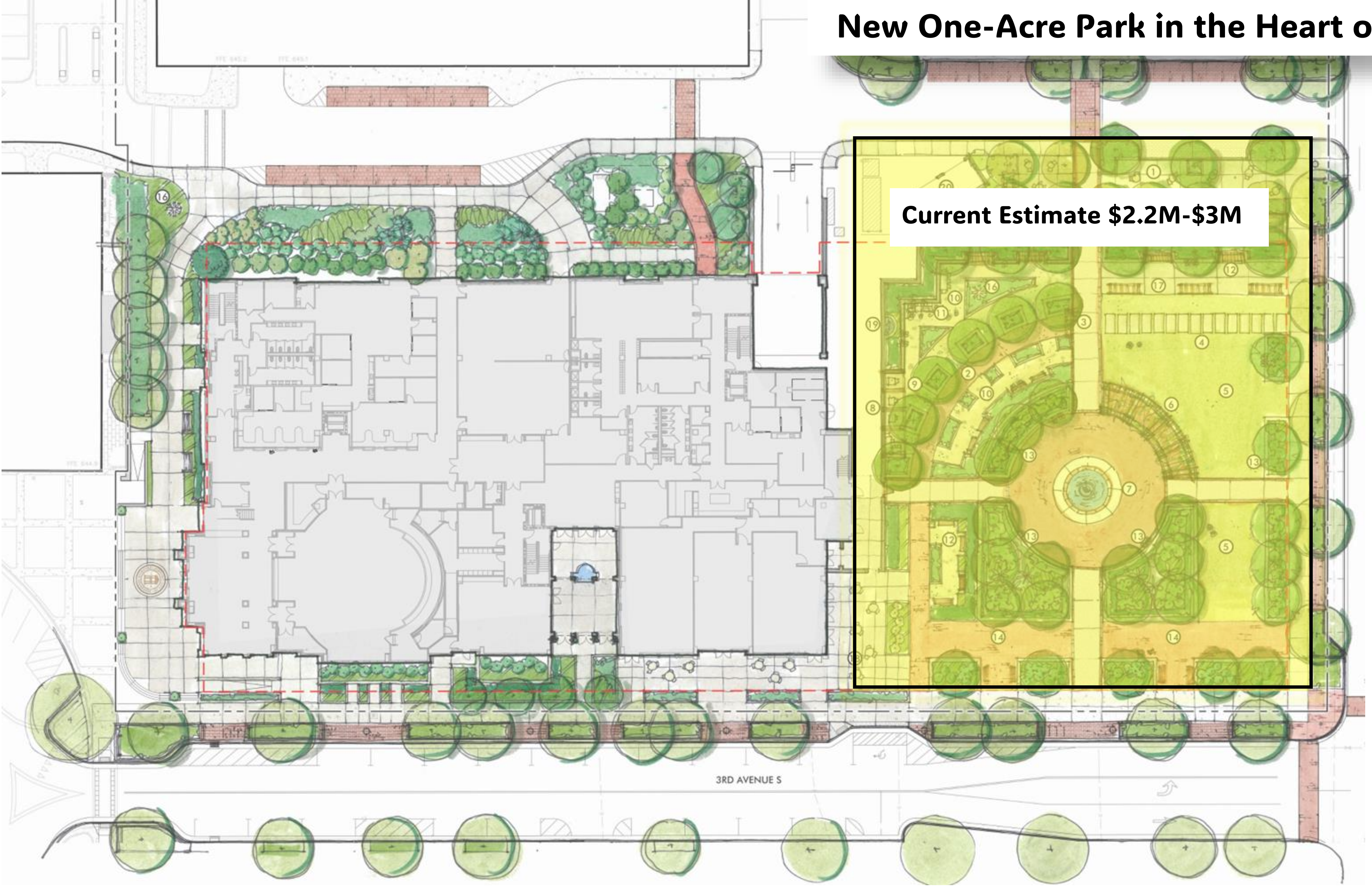
3rd Avenue South Streetscape



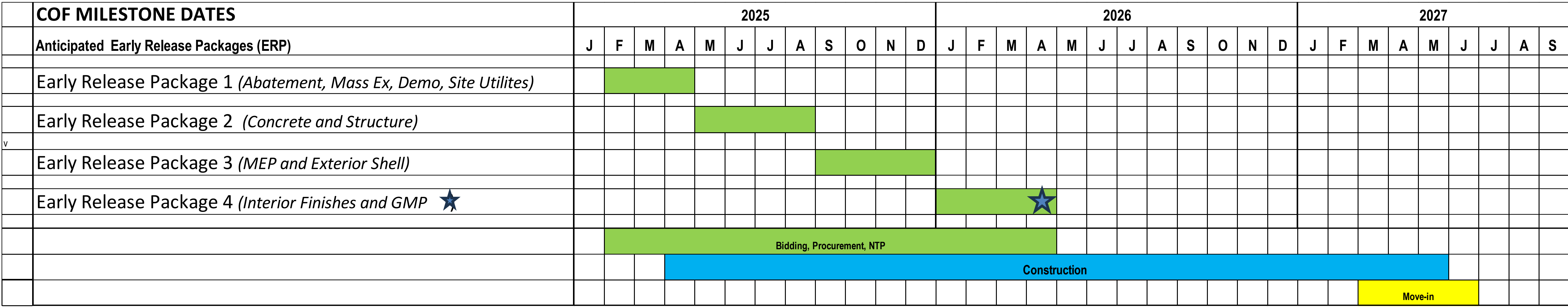
Both Sides of 3rd Avenue: new utilities, sidewalks, landscape, and repaving

Current Estimate $1.5M-$3M

New One-Acre Park in the Heart of Downtown



Milestone Early Release Package (ERP)



Early Release Packages are issued Work Authorizations, these packages will be estimated together to track the overall GMP. Final GMP will be issued on the final package

Design Development Updated (50%DD)

City Hall Block Reinvestment	STV	Skanska
	Current to date (Post 50% DD 11.15)	
Hard Costs (Bldg, Site, Streetscape, Park, etc.)	$71,000,000	80,585,249
CMAR Fee	1,532,495	$1,861,758
P&P Bond	1,000,000	$654,546
Construction Contingency	$2,250,000	$2,518,226
Design Contingency	$1,500,000	$4,197,909
Escalation	$2,000,000	$1,813,151
VE Items Accepted 10.24 approx.		-$7,300,000
Total Construction	**$79,282,495**	**$87,688,558**
Soft Cost	$8,574,000	$8,574,000
Design Services Starting at SD	$6,957,200	$6,957,200
Design Services Remaining	$1,600,000	$1,600,000
Total Construction, Soft and Design	**$96,413,695**	**$104,819,758**
Other Costing To Be Determined		
Construction Manager at Risk	260,000	260,000
Owner's Rep	1,293,000	1,293,000
Temporary Relocation	4,100,000	4,100,000
Subtotal Other Costing	5,653,000	5,653,000
Total with Other Costing	**$102,066,695**	**$110,472,758**

Original Construction Budget Range with Concord and Parent Co. $81M-$87M
Original Budget with Soft Cost and Design $100M-$105M
Original Total Program Budget $103M-$115M

Parking Discussion

	Surface	Garage	Below Grade Garage	Total Spaces	Net Change	Estimated Cost
Existing Parking	85	299	0	384		
Current Design	17	299	196	512	128	~$18M
Option A	17	299	100	416	32	~$12M

Option A: Remove Garage Under the Park (~6M Savings)

Pro's For Removal of Garage Under Park

- Reduce Long Term Maintenance
- Future City Hall Expansion
- Savings
- Available onsite staging, improved site logistics and reduced traffic impacts

Con's For Removal of Garage Under Park

- Less Parking
- Additional spaces for the current design provides for almost all staff parking, freeing up 2nd Ave. garage for the public during business hours
- Future Parking Locations Are Limited

Summary

- Construction cost tends to trend down from 50% DD to 100% DD
- Significant work has been accomplished to reduce cost with a range of construction options
- Below grade parking cost is considerably more than originally budgeted which has offset some construction reductions the team has identified

City of Franklin

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

File #: 21-01179

DATE: November 15, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works

SUBJECT:

*Consideration Of Amendment 6 To COF Contract No. 2020-0041, With OHM/Studio 8 Design For Additional Design Services Related To The Park Element Of The Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 6 to the Professional Services Agreement (COF Contract No. 2020-0041) with OHM/Studio 8 for additional design services related to the park element of the City Hall project.

BACKGROUND/STAFF COMMENTS:

Earlier this year, the design team started work on concepts and options for the park element of the City Hall project. Staff and the design team presented to the Design Review Committee (DRC) on June 10 and to the BOMA on June 25. Based on feedback, the design team continued to refine design of the park element through the middle of August when the design was again presented to BOMA and DRC during a joint meeting. In consideration of the feedback provided during this meeting, three additional concepts were created to better align with the BOMA and DRC's wishes, with Option 1 later being presented to BOMA and DRC, receiving broad support in September.

To date, the cost to develop the additional options is $21,150 and anticipate an additional $16,400 to finalize design. Amendment No. 6 provides for an additional not to exceed amount of $45,000 in design fees to accommodate this work, while providing for a small contingency to develop alternatives, as may be necessary.

FINANCIAL IMPACT:

The financial impact of proposed Amendment 6 is a not to exceed amount of $45,000. This amendment will be included in the City Hall project budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment No. 6 to COF Contract 2020-0041.

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND OHM / STUDIO 8 DESIGN FOR DESIGN OF NEW CITY HALL FACILITY

COF Contract No. 2020-0041

THIS SIXTH AMENDMENT is made and entered into on this ________ day of ______________________, 2024, by and between the CITY OF FRANKLIN, TENNESSEE (the "City") and OHM / Studio 8 Design.

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement (the "Agreement") entitled Design of New City Hall Facility – Phase 1, dated 27th day of October 2020. The adopted master plan identified programmed space needs for a 115,000-square-foot building with a subgrade parking level with approximately 200 spaces; and

WHEREAS, the City and the Consultant entered into Amendment No. 1 to the Agreement ("First Amendment"), dated October 13th, 2021; and

WHEREAS, the City and the Consultant entered into Amendment No. 2 to the Agreement ("Second Amendment"), dated April 13th, 2022; and

WHEREAS, the City and the Consultant entered into Amendment No. 3 to the Agreement ("Third Amendment"), dated January 12th, 2023; and

WHEREAS, the City and the Consultant entered into Amendment No. 4 to the Agreement ("Fourth Amendment"), dated October 13th, 2023; and

WHEREAS, the City and the Consultant entered into Amendment No. 5 to the Agreement ("Fifth Amendment"), dated April 30th, 2024; and

WHEREAS, the parties once again desire to amend the Agreement though this Sixth Amendment ("Sixth Amendment") to account for additional services related to redesign of the park element of the Project within Phase III, in the amount of an additional FORTY FIVE THOUSAND AND 00/100 DOLLARS ($45,000.00); and

WHEREAS, the City has reviewed the revised terms under the new Phase III Scope of Work and desires to amend the Agreement for the Project as proposed in the Scope of Work Letters attached hereto.

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 forgoing recitals are incorporated by reference as if fully stated herein.

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 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 October 27, 2020, as amended, are unchanged and remain in full force and effect.

(Signature page to follow)

ATTEST:

By: ______________________________
Angie Skarp, City Recorder

Date: ____________________________

CITY:

CITY OF FRANKLIN, TENNESSEE

By:_______________________________
Dr. Ken Moore, Mayor

Date:______________________________

APPROVED AS TO FORM BY:

____
J. Blake Harper, Staff Attorney

CONSULTANT:

OHM / STUDIO 8

By: _______________________________________

Title: ______________________________________

Date: ______________________________________

Kiser + Vogrin Design
Additional Services Estimate
City of Franklin City Hall - OHM Project # 1068-22-0010
KVD Project #20035
Prepared as of 9.16.24

Total Amount Estimated $ 37,517.50

Park Re-Design Concepts/Staff Input - Through 9.6.24

Park Re-Design					
Landscape Architect V - Founding Partner	36	$ 235	$ 8,460.00		
Landscape Architect IV - Managing Partner	4	$ 215	$ 860.00		
Landscape Designer IV - Project Manager	30	$ 180	$ 5,400.00		
Landscape Designer II - Designer	20	$ 135	$ 2,700.00		
Landscape Designer I - Designer	4	$ 115	$ 460.00		
SubTotal				$	17,880.00
Park Refinement per Staff Feeedback - 9/5/24					
Landscape Architect V - Founding Partner	4	$ 235	$ 940.00		
Landscape Architect IV - Managing Partner	1	$ 215	$ 215.00		
Landscape Designer IV - Project Manager	8	$ 180	$ 1,440.00		
Landscape Designer II - Designer	5	$ 135	$ 675.00		
SubTotal				$	3,270.00
TOTAL	112			$	21,150.00

DD/Site Plan Pre-app Documents Update & Coordination

DD Set & Plan Updates					
Landscape Architect V - Founding Partner	2	$ 235	$ 470.00		
Landscape Architect IV - Managing Partner	10	$ 215	$ 2,150.00		
Landscape Designer IV - Project Manager	16	$ 180	$ 2,880.00		
Landscape Designer II - Designer	19	$ 135	$ 2,565.00		
SuTotal DD	47			$	8,065.00
FMPC Pre App Updates					
Landscape Architect V - Founding Partner	0.5	$ 235	$ 117.50		
Landscape Architect IV - Managing Partner	1	$ 215	$ 215.00		
Landscape Designer IV - Project Manager	4	$ 180	$ 720.00		
Landscape Designer II - Designer	10	$ 135	$ 1,350.00		
SubTotal FMPC Pre App	15.5			$	2,402.50
Additional Consultant/City Coordination					
Landscape Architect V - Founding Partner	4	235	940		
Landscape Architect IV - Managing Partner	8	215	1720		
Landscape Designer IV - Project Manager	12	180	2160		
Landscape Designer II - Designer	8	135	1080		
SubTotal Coordination	32			$	5,900.00
TOTAL				$	16,367.50
Total Park Redesign Estimate				$	37,517.50

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

10/1/2024

Mr. Eric Stuckey
City Administrator
City of Franklin

Dear Mr. Stuckey,

Per our discussions regarding additional design services, OHM has issued a request on behalf of their sub-consultant (KVD) for additional services.

OHM notified STV and COF of possible additional services on 8-23. Original discussions were in the approximate range of $53,000. Upon review and discussions with OHM and KVD, the team revised and submitted a formal request of $37,517.50.

- *$21,150 is work already completed to-date (in good faith)*
- *$16,367.50 is estimated to complete.*

Overview and Timeline of events:
SD-DD Design progress meetings

- 5-14 Bubble Diagrams presented
- 5-22 multiple concepts presented
- 5-29 fountain and runnel developments and concepts added
- 6 -3 draft presentation package
- 6-10 DRC
- 6-25 BOMA with moving forward
- 6-26 to 8-15 full design for pre-app compliance (dimensions, schedules, materials, drainage, etc.
    - 7-9 Runnel and fountain images shared with staff
    - 8-12 DRC BOMA joint meeting
- 8-15 New direction given to change design
- 8-19 to 8-22 new concepts created (3 options)
- 8-23 option 1 was selected as master plan option
- 9-9 new design presented and given direction at joint DRC BOMA

OHM and KVD agreed, in good faith, and in best interest of the project – to keep design and schedules moving forward to proceed with the work. STV has reviewed the additional services proposal and recommend approval of $37,517.50. However, with the $16,367.50 as an estimate (it may be lower) I would recommend approving a NTE amount of $50,000. And we manage and make recommendations accordingly.

Sincerely,
Chris Koeper

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 21-0821

DATE: October 2, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Blake Harper, Staff Attorney

SUBJECT:

Consideration Of Ordinance 2024-37, An Ordinance Approving And Adopting Guidelines To Be Used When Considering The Naming Of Public Properties Not Including Streets

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the City of Franklin Naming Policy.

BACKGROUND/STAFF COMMENTS:

The City has requested a policy regarding the naming of certain City-owned assets. The Board would like to establish a uniform policy regarding requests for the naming or renaming of City-owned assets that are compatible with community interest and will enhance the values and heritage of the City of Franklin. Attached hereto is the proposed policy through City Ordinance No. 2024-37.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2024-37.

ORDINANCE 2024-37

AN ORDINANCE TO CREATE A NEW CHAPTER 5 WITHIN TITLE 25 OF THE FRANKLIN MUNICIPAL CODE FOR THE PURPOSE OF APPROVING AND ADOPTING GUIDELINES TO BE USED WHEN CONSIDERING THE NAMING OF PUBLIC PROPERTIES NOT INCLUDING STREETS.

WHEREAS, the Board of Mayor and Aldermen wish to carefully deliberate the naming of parks, public buildings, and other public places; and

WHEREAS, the Board of Mayor and Aldermen desire that during such deliberations, particular consideration will be given to honor people or events associated with the City of Franklin in addition to other standards established by these guidelines; and

WHEREAS, the Board of Mayor and Aldermen desire that any individual, group, or organization may propose a name to the Board of Mayor and Aldermen by completing a written request to the City Administrator who will refer the proposal to City staff for review and presentation with a recommendation to the Board of Mayor and Aldermen; and

WHEREAS, while these guidelines are expressed in the document with their intended purposes and goals, they are intended to be guidelines only and interpreted as such, meaning, under circumstances deemed appropriate by the Board of Mayor and Aldermen, any of the guidelines/standards set forth herein may be waived or amended by a majority vote of the Board of Mayor and Aldermen.

NOW, THEREFORE, BE IT ORDAINED that the Board of Mayor and Aldermen of the City of Franklin hereby adopts the following guidelines to be used when considering the naming of public properties.

BE IT FURTHER ORDAINED that the policy should be administered as follows:

SECTION I. That the Franklin Municipal Code, Title 25 is amended to add a new Chapter 5 as follows:

CHAPTER 5. – GUIDELINES TO BE USED WHEN CONSIDERING THE NAMING OF PUBLIC PROPERTIES NOT INCLUDING STREETS.

Sec. 25-501. – General Guidelines

(1) Under these Guidelines, the City will consider the naming of publicly owned traffic islands, parks, buildings, or components within parks or buildings (referred to herein as a “City Asset”).

(2) The building known as “City Hall” shall retain that name and may not be called by any other designation.

(3) No name will be given to any City Asset which may limit its use.

(4) The naming of any City Asset shall not provide a property right to the recipient of the naming.

(5) There is no assumption of right for a private donor to name a property because the property was a gift to the public unless such right was required contractually under an agreement with City.

(6) The naming of streets and residential subdivision plats will be allowed in accordance with the City of Franklin Addressing Manual (Franklin Municipal Code § 16-1201) and City of Franklin Ordinance No. 2010-46.

(7) The naming and wording of any sign or plaque must be approved by the Board of Mayor and Aldermen.

(8) The City reserves the right to deviate from this chapter if it is deemed to serve the best interest of the City.

Sec. 25-502. – Categories for Naming

(1) The policy of the City is to reserve naming or renaming of City Assets to those circumstances which tradition and practice have shown to best serve the interests of the City and assure a worthy and enduring legacy for the City. To this end, the City will support consideration of naming requests in the following broad categories:

(a) Location; Significant Events, People and Places; and Outstanding Individuals.

Sec. 25-503. – Naming Based on Location or Significant Events, People and Places

(1) Location

(a) As a general rule, a name should assist the public in identifying its location. The City shall first consider the name of the community area, the names of nearby geographic features, and the names of adjacent schools and streets when considering naming or renaming requests.

(2) Significant Events, People, and Places

(a) The history of a major event, place, or person(s) can play an important role in the naming or renaming of City Assets. The public often expresses a strong desire to preserve and honor the history of the City, its founders, pioneers, and other historical figures, and its local landmarks and prominent geographical locations by giving certain City Assets names of historic, social, and cultural significance. The relationship of the event, person, or place to the City Asset must be clearly demonstrated through research and documentation.

(3) Outstanding Individuals

(a) This category is designed to acknowledge individuals who have made substantial contributions to benefit the City or local community. Naming a City Asset for an outstanding individual is encouraged only for those who have been deceased for **at least three (3) years** and where that person's significance and good reputation have been accepted in the history of the City, State, or nation. If it is not appropriate to name the larger City Asset after an individual, then naming or renaming can be subordinate to the name of the larger City Asset or the City may name an area or portion of the City Asset after an individual, including but not limited to, a meeting room, structure, fountain, or garden.

(b) In considering the naming or renaming of a City Asset after an individual, priority will be given to those who made a sustained and lasting contribution to:

(i) The City of Franklin
(ii) The State of Tennessee
(iii) The United States of America

(4) General Principles and Considerations

(a) In considering proposals for the naming or renaming of a City Asset for a location or significant events, people and places, the City will consider whether the proposed name will:

(i) Engender a strong positive image consistent with the City's goals and values;
(ii) Be appropriate relative to the City Asset's location and/or history;
(iii) Incorporate the assigned historic name if the City Asset is designated historical resource listed on the local, State, or National Register of historic resources;
(iv) Have historical, cultural, or social significance for future generations;
(v) Commemorate places, people, or events that are of continued importance to the community, city, county, region, state, or United States;
(vi) Have symbolic value that transcends its ordinary meaning or use and enhances the character and identity of the City Asset;
(vii) Have broad public support; and
(viii) Not result in the excessive commercialization of the City Asset.

(b) If an organization or foundation's name consists of one (1) or more individuals' names, then the guidelines for Outstanding Individual naming should be utilized.

(c) When considering the naming of a City Asset that includes a business name, naming must be for a defined contractual period of time with regard to the life of the City Asset.

(d) All related signage shall comply with the City's signage standards as set forth in the City's Zoning Ordinance (Ord. No. 2006-75, § I, 10-9-2007. Memo of 12-3-2013; Ord. No. 2019-38, § I, 12-10-2019). When naming a City Asset within the Historic District of Franklin, the Historic Zoning regulations shall also apply.

(e) The City shall retain full editorial control over all related signage subject to the City's signage standards and adhere to the below criteria:

(i) Any physical form of on-site recognition shall not interfere with visitor use or routine operations.

(ii) The form of any on-site recognition shall:

(A) Be of appropriate size and color within the design scheme of the facility;

(B) Not dominate the sign in terms of color or scale;

(C) Not detract from surroundings or any interpretive messages; and

(D) Be subject to review and approval by the respective Department Director.

(iii) To avoid duplication, confusing similarity, or inappropriateness in the naming of parks, the Parks Department Director or designee, in considering name suggestions, shall review existing park and facility names in the park system.

(5) Process for Submitting Naming Requests.

These procedures have been established to ensure that the naming or renaming of City Assets, including parks and/or recreational facilities, is approached in a consistent manner.

(a) Requests for Naming City Assets Based on Location, Significant Events, People or Places, Outstanding Individuals, or Donations and Major Gifts.

(b) The requesting entity should submit a written request to the City Administrator who will refer the proposal to City staff for review and presentation to the Board of Mayor and Aldermen with a recommendation for consideration at their next most convenient meeting.

(c) Requests should, at minimum, contain the following information:

(i) The proposed name;

(ii) Reasons for the proposed name;

(iii) Written documentation indicating community support for the proposed name;

(iv) Description/map showing location and boundaries of the City Asset.

(v) If proposing to a name a facility within a park, include a description/map showing the location of the facility;

(vi) If proposing to rename a park or facility, include a justification for changing an established name;

(vii) If proposing to name after an outstanding person, include the documentation of that person's significance and good reputation in the history of the community, city, county, state, or nation.

(d) Assessing and Approving Naming Requests.

(i) The Department charged with the management of the City Asset may use the media, community groups, notifications to those who have participated in community meetings relating to the development and or acquisition of the City Asset site, and appropriate signage, to solicit suggestions for names from organizations and individuals. The solicitation period will remain open for thirty (30) days. The Department will acknowledge and record for consideration all suggestions.

(e) After considering the names and applying the appropriate criteria set forth above, the Department Director will complete a written request to the City Administrator who will refer the proposal to City staff for review and presentation to the Board of Mayor and Aldermen.
Note: All naming recommendations and agreements must be recommended to the Board of Mayor and Aldermen by the City staff, at which point the recommendations can be opened for public comment.

(f) The Board of Mayor and Aldermen will approve or deny a resolution for the naming of the City Asset at the next most convenient meeting.

Sec. 25-504. – Threshold Required for Naming Rights.

(1) The threshold for naming or renaming a City Asset for an individual, organization, or business, when funding is involved, should include a donation agreement, and one (1) or more of the following:

(a) Deeding to the City of most, if not all, of the land on which the City Asset to be named will be situated;

(b) Payment of one-half or more of the capital costs of constructing the City Asset to be named (depending on the availability of matching funds or grants);

(c) Some long-term endowment for the repair and maintenance of a donated City Asset; and/or

(d) The provision of significant program costs for facilities that will serve the designated program's needs.

(2) Likewise, the threshold for naming or renaming a major feature type of City Asset would include one (1) or more of the following:

(a) Payment or the capital costs for constructing and installing a major feature;

(b) Some long-term endowment for the repair and maintenance of the donated major feature; and/or

(c) The provision of significant program costs for any major feature giving rise to or supporting a City program.

Sec. 25-505. – Process.

(1) Proposal. A proposal to name a City Asset shall be submitted in writing to the office of the City Administrator who will refer the proposal to City staff for review and presentation to the Board of Mayor and Aldermen for consideration. Each proposal shall include:

(a) The applicants name, address, phone number, and email address.

(b) The specific City Asset being proposed for naming.

(c) The full form of the name being proposed.

(d) If the proposed name refers to an individual, a brief biography of that individual.

(e) If the proposed name refers to an organization, a justification for proposing the organization.

(f) The rational for assigning the City Asset name, including an explanation of how the name or individual has been associated with the area the City Asset is located.

(g) A letter of consent from the family or organization.

(2) Size of signs and plaques and placement may be regulated by the City Code and if applicable may be approved by the appropriate City official.

(3) Renaming: Tradition and continuity of name and community identification are important community values, and therefore, the intent of naming is for permanent recognition. Renaming of public places is strongly discouraged and carries with it a much greater burden of process compared to initial naming. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors. The following recommendations should be considered:

(a) Renaming a facility for a person, when that facility is already named for a person, should only be undertaken with the utmost consideration. Public places named after individuals should not be changed unless the person for whom it is named turns out to be disreputable or subsequently acts in a disreputable way.

(b) Renaming of public places may arise in financial underwriting philanthropic naming rights programs, corporate naming rights and sponsorships as specified in such agreements.

(4) Approval.

(a) An application to name a City Asset shall be approved by the Board Of Mayor and Aldermen by resolution.

(5) City reserves the right to amend these guidelines.

Sec. 25-506. – Termination of Rights

(1) City Assets Named After Individuals

(a) The City reserves the right to rename any City Asset if the person for whom it is named after turns out to be disreputable or subsequently acts in a disreputable way.

(2) City Assets Named After Entities

(a) The City reserves the right to remove or rename a City Asset with an entity name association if the entity turns out to be disreputable or subsequently acts in a disreputable way.

(b) Upon notice of this action the Department Director shall meet with the City Administrator and the Law Department for proper timing on the removal of the naming right for said City Asset. The new name shall be removed, and the old name shall be reinstated until other funds, donations, or sponsorships are found.

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

ATTEST:	**CITY OF FRANKLIN, TENNESSEE:**
By:______________________________	**By:**____________________________
Angie Skarp	**Dr. Ken Moore**
City Recorder	Mayor

Approved as to Form:

By: ______________________________

J. Blake Harper
Staff Attorney

PASSED FIRST READING: ____________________

PASSED SECOND READING: ____________________

Location (City/County)	Name of Facility	Function (Park, Library. Ag Center, Type of Sports Complex)	Name of Person the "Thing" is named after	Why was that person significant in the community?	Living or Deceased	Year Facility was Named after that Person	
City of Franklin	Pinkerton Park	Park	John D. Pinkerton	John had a long career with Middle Tennessee Electric, serving as an area manager for 42 years. He was also the first inductee into the Williamson County Business Hall of Fame and a charter member of the Franklin Park Board.	Deceased (1913-1999)	1984	
City of Franklin	Jim Warren Park	Park	James "Jim" Warren	Jim was a dedicated public servant who served as the Director of Parks and Recreation for the City of Franklin for many years.	Deceased (1931-2016)	1991	
City of Franklin	Justice Cornelia A. Clark Courtroom	Courtroom	Justice Cornelia A. Clark	Cornelia served as chief justice from 2010 to 2012, the second woman to do so in state history. She also served as a lawyer and judge. She was the first female trial judge to serve rural counties in Tennessee, covering the 21st Judicial District of Williamson, Hickman, Perry and Lewis counties in 1989.	Deceased (1950-2021)	2018	
Williamson County City of Fairview	Bowie Park	Park	Dr. Evangeline Bowie	Bowie purchased barren land in Fairview in the 1950s and began to plant thousands of trees on it. In 1988, she deeded her land to the city of Fairview with the stipulation that it be preserved as a nature park for the public to enjoy.	Deceased (1898-1992)	1992	
Williamson County City of Brentwood	Crockett Park	Park	Major Andrew Crockett	Andrew Crockett was one of the ten "first settlers" to choose his land in what is now Brentwood. He was also one of the 249 signers of the Cumberland Compact, which suggests he was a representative of the area.	Deceased (1786-1836)	1993	
Williamson County City of Brentwood	Eddy Arnold Amphitheater	Outdoor Arena at Crockett Park	Eddy Arnold	Eddy owned the first water company formed in the city of Brentwood. He also donated $3000,000 to help fund the roof which now covers the stage & protects the musicians and their instruments.	Deceased (1919-2008)	1995	
Williamson County City of Spring Hill	Pete Boyd Recreation Complex	Park	Ralph Parks "Pete" Boyd Jr.	Former Mayor of Spring Hill, also serving as Alderman, member of Spring Hill Church of Christ and Spring Hill Lions Club, and coached many sports. He also served in the United States Air Force. He was loved and respected by all the young people who passed through the gates of the Spring Hill Ball Park, with one of the ball fields named Pete Boyd Ball Field.	Deceased (1933-2016)	1997	
Williamson County	Robert A. Ring Indoor Arena	Indoor Soccer Arena	Robert A. Ring	Robert A. Ring was the inaugural County Executive, taking office in 1982 after serving as County Judge. He held this position for 16 years, winning four consecutive reelections. Throughout his tenure, he collaborated closely with the WC Soccer Association and TVA to secure soccer fields for WC Parks and Recreation. Recognizing the need for an indoor soccer arena, the WC Soccer Association partnered with WC Government to address this demand. In appreciation of Mr. Ring's commitment to promoting soccer and fostering unprecedented participation in the sport within the community, the association's directors and the County Parks Board chose to name the arena in his honor.	Living	2012	
Williamson County	Clint Callicott Arena	Arena at Ag/Expo Center	Clint Callicott	Callicott served as the Williamson County Commissioner 1982-1986, State Representative 1988-1996, and County Executive 1998-2002. Clint was a strong advocate for the Ag Expo Park.	Deceased (1949-2015)	2014	
Williamson County City of Brentwood	Smith Park	Park	Marcella Vivrette Smith	Marcella was the loving mother of the Smith family. The Smith family purchased the Ravenswood home in 1961. The family spent countless hours restoring this historic home, where they hosted many prominent businessmen and politicians of the state.	Deceased (1925-1999)	2014	
Williamson County City of Brentwood	John P. Holt Brentwood Library	Library	John P. Holt	The Holt family settled in Brentwood around 1808. They were among the early settlers in the area and have played a significant role in the community's development over the years. The family's legacy is evident in various landmarks and institutions named after them, reflecting their lasting impact on the region. This family had a commitment to education and community service.	Deceased (1890-1984)	2017	
Williamson County Town of Thompson's Station	Sarah Benson Park	Park	Sarah Benson	She served on the Board of Mayor and Aldermen for 25 years and had a strong desire to protect natural resources for future generations to enjoy. Sarah Benson teamed with Town's community association to acquire the 27 acre site for the benefit of the community prior to the incorporation of the Town.	Deceased (1945-2017)	2017	
Williamson County City of Spring Hill	Fischer Park	Park	Kevin Fischer	Served as the Parks and Recreation Director of Spring Hill for more than 15 years.	Deceased (1976-2020)	2020	
Williamson County City of Spring Hill	Barkley Park	Dog Park	Barkley	Kevin Fischer's companion and service dog	N/A	2020	*Not sure if you would like to include this, as this is a dog park.*
Williamson County	Judge Fulton Greer Park	Park	Judge Fulton Greer	Greer served as a county magistrate from 1948 to 1966 and as a county judge for the next 8 years.	Deceased (1909-1989)	N/A	

City of Franklin

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

File #: 21-0473

DATE: July 18, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Tom Marsh, Building and Neighborhood Services Director
Alex Brown, Asst. Director of BNS
Shanna McCoy, Zoning Administrator

SUBJECT:

Consideration Of Resolution 2024-84, A Resolution To Approve Paid Parking At 127 2nd Ave N
WS 7/9/24; 11/12/24

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a request for paid parking at 127 2nd Ave N.

BACKGROUND/STAFF COMMENTS:

Per Section 10.1.24.C of the City of Franklin Zoning Ordinance, "Required parking spaces shall be free and accessible to the public, unless otherwise determined by the BOMA." This requirement became effective on December 30,2019, and there were existing paid lots established before that date that have nonconforming status and are allowed to continue operating.

The owner of 127 2nd Ave N, has requested approval of paid parking. There are currently 2 businesses on the site that require a minimum of 19 spaces. There are a total of 54 spaces on the site. There is an excess of 35 parking spaces on this site. Per the Zoning Ordinance, staff is able to approve use of the 35 excess spaces for paid parking, but the owner and applicant propose to designate all spaces as paid parking and utilize their validation process and vehicle permitting system to enable employees and guests of the two businesses to receive free parking. Anyone parking in the lot would have access to all spaces for a fee, including the 19 spaces required by the Zoning Ordinance for business(es).

FINANCIAL IMPACT:

There is no financial impact to the City of Franklin.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen provide guidance to staff on how to proceed on the request to approve paid parking at 127 2nd Ave N.

RESOLUTION 2024-84

A RESOLUTION TO APPROVE THE USE OF PAID PARKING FOR THE PROPERTY LOCATED AT 127 2ND AVENUE NORTH

WHEREAS, on December 10, 2019, the Board of Mayor and Aldermen (BOMA) adopted Ordinance 2019-37, An Ordinance To Adopt A New Zoning Ordinance And Map Of The City Of Franklin, Tennessee; and

WHEREAS, the City of Franklin Zoning Ordinance, Section 10.1.6, sets forth minimum parking standards for defined uses; and

WHEREAS, the City of Franklin Zoning Ordinance, Section 10.1.24.C calls for required parking spaces to be free and accessible to the public, unless otherwise determined by the BOMA; and

WHEREAS, the owner of the property located at 127 2nd Avenue North has requested to demarcate all spaces on the property as paid parking; and

WHEREAS, current uses of the property require 19 parking spaces per Section 10.1.6 of the Zoning Ordinance, and there are a total of 35 parking spaces in excess of this required minimum;

WHEREAS, City staff proposes consideration of the following options to respond to the paid parking request:

- Option 1 — Deny the request for paid parking.
- Option 2 — Approve paid parking only after business hours of businesses in operation at this site.
- Option 3 — Approve paid parking with free parking for patrons.

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

Section l. That the Board of Mayor and Aldermen selects Option______as the approved manner of paid parking for 127 2nd Ave N.

1) With a change of use to the property, this approval shall become null and void. Any request for paid parking at the time of a change of use shall require a new approval.
2) A Certificate of Appropriateness from the Historic Zoning Commission for signage is required.

Section II. This Resolution shall take effect upon adoption, the public welfare requiring it.

IT IS SO RESOLVED AND DONE on this_____day of__________________, 2024.

Law Dept approved (2) 11.14.24

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

Law Dept approved (2) 11.14.24

City of Franklin

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

File #: 21-0468

DATE: July 16, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Tom Marsh, Building and Neighborhood Services Director
Shanna McCoy, Zoning Administrator
Alex Brown, Asst. Director of BNS

SUBJECT:

Consideration Of Resolution 2024-85, A Resolution To Approve Paid Parking At 94-98 E. Main Street
WS 7/9/24; 11/12/24

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a request for paid parking at 94-98 E. Main Street.

BACKGROUND/STAFF COMMENTS:

Per Section 10.1.24.C of the City of Franklin Zoning Ordinance, "Required parking spaces shall be free and accessible to the public, unless otherwise determined by the BOMA." This requirement became effective on December 30,2019, and there were existing paid lots established before that date that have nonconforming status and are allowed to continue operating.

The property owner of 94-98 E. Main Street and 103 1st Ave N requests approval of new paid parking in these locations. The property has also been known as "The Boathouse". The building is vacant now, but based on the square footage of the building and restaurant use of the site, the minimum parking required is 93 spaces. There are currently only 45 parking spaces available on the two properties combined. The minimum parking requirement is not met with the use of both properties. The parking plan proposed by the applicant would provide a minimum of 60 minutes and a maximum of 90 minutes free parking to patrons of the on site businesses. The length of free parking would vary throughout the day. After the specified amount of time, patrons would then be charged a fee that is lower than the fee paid by the public to park at this location. Customers who are not patronizing the associated business(es) will always be charged a greater-than-market rate.

The owner has expressed their intent to begin using the parking area for paid parking while the building is vacant, but continue the operation of paid parking after the building is again occupied.

There are spaces along the frontage of 94-98 E. Main Street that are within or partially within state right-of-way, and as such, will not be permitted for use as paid parking.

FINANCIAL IMPACT:

There is no financial impact to the City of Franklin.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen provide guidance to staff on how to proceed with the request to approve paid parking at 94-98 E. Main Street.

RESOLUTION 2024-85

A RESOLUTION TO APPROVE THE USE OF PAID PARKING FOR THE PROPERTIES LOCATED AT 94-98 EAST MAIN STREET, FRANKLIN, TN

WHEREAS, on December 10, 2019, the Board of Mayor and Aldermen (BOMA) adopted Ordinance 2019-37, An Ordinance To Adopt A New Zoning Ordinance And Map Of The City Of Franklin, Tennessee; and

WHEREAS, the City Of Franklin Zoning Ordinance, Section 10.1.6, sets forth minimum parking standards for defined uses; and

WHEREAS, the City Of Franklin Zoning Ordinance, Section 10.1.24.C calls for required parking spaces to be free and accessible to the public, unless otherwise determined by the BOMA; and

WHEREAS, the owner of the properties located at 94-98 E. Main Street has requested to demarcate and operate all spaces on the property as paid parking; and

WHEREAS, there are 41 existing spaces on site and 4 spaces located in the State Right-of-Way adjacent to the property; and

WHEREAS, spaces in the State Right-of-Way cannot be utilized as paid parking by a private entity; and

WHEREAS, proposed uses of the property require 93 parking spaces per Section 10.1.6 of the Zoning Ordinance and there is a total deficit of 48 parking spaces from the required minimum; and

WHEREAS, City staff proposes the following options to respond to the paid parking request:

- Option 1— Deny the request for paid parking.
- Option 2 —Approve paid parking, in the existing 41 spaces on site, only after business hours of businesses in operation at this site.
- Option 3 —Approve paid parking, in the existing 41 spaces on site, with free parking for patrons.

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

Section 1. That the Board of Mayor and Aldermen select Option ___________ as the approved manner of parking for 94-98 E. Main Street with the following conditions:

1) This approval shall become null and void with any change of use of the property and a new approval shall be required for paid parking requests following the change of use
2) A Certificate of Appropriateness from the Historic Zoning Commission for signage is required.

Law Dept approved (2) 11.14.24

Section II. This Resolution shall take effect upon adoption, the public welfare requiring it.

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:

____

William E. Squires
Assistant City Attorney

Law Dept approved (2) 11.14.24

City of Franklin

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

File #: 21-0969

DATE: November 6, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Lori Jarosz, Zoning Enforcement Planner
Susan Coleman, Technical Support Specialist

SUBJECT:

Consideration Of COF Contract No. 2024-0338, With The Greater Nashville Regional Council For Conducting A Verification Of The Information Obtained From The Special Census Count

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2024-0338 with the Greater Nashville Regional Council (GNRC) to perform verification of the City of Franklin's Special Census.

BACKGROUND/STAFF COMMENTS:

This contract is for the provision of professional services. GNRC agrees to conduct a 10% verification of the information obtained from the special census count being conducted by the City of Franklin. The City of Franklin must submit the required information to GNRC no later than March 1, 2025.

FINANCIAL IMPACT:

There will be a $2,500 flat fee payable at project start up. The remaining payment will be based on a $60 per hour rate of time logged for travel to and from site visits and door to door field work. The final fee is payable at the close of the project. In no event will the maximum liability for the City exceed $87,969. Based on certifying other area jurisdictions' special census counts, the final cost has been less than the estimate.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2024-0338.

GNRC CONTRACT SCV-25-3020
COF CONTRACT NO. 2024-0338
BETWEEN THE
CITY OF FRANKLIN
AND THE
GREATER NASHVILLE REGIONAL COUNCIL

This Contract, by and between City of Franklin ("CLIENT") and the Greater Nashville Regional Council ("GNRC"), is for the provision of professional services, as further defined in "Section A. Scope of Services." The CLIENT and GNRC may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

WHEREAS, the CLIENT is a member government of the Greater Nashville Regional Council (GNRC) which was established under TCA § 13-14-101, in part, to provide planning and economic development assistance to its members and the region; and

WHEREAS, The State of Tennessee distributes various tax proceeds to Tennessee municipalities and counties based on their population as reported by the U.S. Census Bureau (the "Census Bureau") at the beginning of each decade; and

WHEREAS, Municipalities and counties are enabled under the Tennessee Code Annotated to conduct a special census to document population change between the federal decennial censuses; and

WHEREAS, GNRC has established a Special Census Verification Program to provide an independent review of special census rosters prepared by a participating county or municipality, and to conduct a field sample of the listing in order to check the validity of the count data; and

WHEREAS, the CLIENT desires to participate in the Program in order to gain access to services described in the Scope of Services; and

WHEREAS, this Contract governs the rights and obligations of each with respect to such engagement.

NOW THEREFORE, in consideration of the CLIENT'S fully paid membership dues to GNRC, as well as the mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties contract and agree as follows:

SECTION A. SCOPE OF SERVICES

GNRC agrees to conduct a verification of the information obtained from the special census count conducted by the CLIENT. GNRC shall adhere to the "Guide to Special Census Procedures" published by the Tennessee State Data Center and updated as of October 2, 2023. The CLIENT must submit the required information to GNRC no later than March 1, 2025.

SECTION B. TERM OF CONTRACT

The Parties agree that this Contract will be effective for the period beginning on January 1, 2025 (“Effective Date”) and ending on June 30, 2025 (“Term”). Neither party will have any obligation to the other for fulfillment of the Scope outside the Term.

SECTION C. PAYMENT TERMS AND CONDITIONS:

In no event will the maximum liability of the CLIENT under this Contract exceed $87,969.00. The CLIENT agrees to pay GNRC according to the fee and payment schedule incorporated into this Contract as Exhibit A.

SECTION D. STANDARD TERMS AND CONDITIONS:

D.1. **Required Approvals.** Neither party is bound by this Contract until it is signed by the Parties and, if necessary, approved by appropriate officials in accordance with any applicable laws and regulations or bylaws.

D.2. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by a nationally recognized overnight delivery service with an asset-tracking system, or by email with recipient confirmation. All communications, regardless of method of transmission, will be addressed to the respective Party at the appropriate mailing address.

CLIENT:
KEN MOORE, MAYOR
CITY OF FRANKLIN
109 3RD AVENUE SOUTH
PO BOX 305
FRANKLIN, TN 37065
EMAIL: KEN.MOORE@FRANKLINTN.GOV
PHONE #: 615-791-3217

GNRC:
MICHAEL SKIPPER, EXECUTIVE DIRECTOR
GREATER NASHVILLE REGIONAL COUNCIL
44 VANTAGE WAY, SUITE 450
NASHVILLE, TN 37228
EMAIL: MSKIPPER@GNRC.ORG; CC: CONTRACTS@GNRC.ORG
PHONE # 615-880-3540

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.3. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all Parties to this Contract and approved by appropriate officials in accordance with applicable Tennessee laws and regulations, and the bylaws of the Parties.

D.4. Termination for Convenience. Either Party may terminate this Contract for convenience without cause for any reason upon 30 days' written notice before the termination date. A termination for convenience will not be deemed a breach of contract by either Party. GNRC will provide the CLIENT with any outstanding deliverables and records prior to the effective date of the termination and GNRC shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date.

D.5. Termination for Cause. If either Party fails to perform its obligations under this agreement in a timely or proper manner or violates any terms of this agreement, the non-breaching Party shall have the right to terminate the agreement, with termination effective upon receipt of notice.

D.6. Assignment and Subcontracting. The GNRC will not assign this Contract or enter into a subcontract for any of the services provided under this Contract without the prior written approval of the CLIENT. Notwithstanding any use of the approved subcontractors, the GNRC will be the prime contractor and remain responsible for compliance with all terms and conditions of this Contract. The CLIENT reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the GNRC's obligations under this Contract.

D.7. Conflicts of Interest. The GNRC agrees that no part of the total Contract amount shall be paid directly or indirectly to an employee or officials of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent employee, subcontractors, or consultant to the CLIENT in connection with any work contemplated or performed relative to this Contract.

D.8. Nondiscrimination. The GNRC agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of GNRC on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. GNRC shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of discrimination.

D.9. Maintenance of Records. The GNRC will maintain documentation for all charges under this Contract, and any financial statements shall be prepared in accordance with generally accepted accounting principles. The books, records, and documents of the GNRC for work performed or money received under this Contract will be maintained at least five years from the date of the final payment or termination of the Contract and shall be subject to review by CLIENT upon reasonable written notice. CLIENT acknowledges that certain governmental entities or organizations may require GNRC to maintain records according to a different schedule, and CLIENT understands and agrees that records related to this Contract may be subject to review by the Comptroller of the Treasury or other persons or organizations.

D.10. Strict Performance. Failure by any Party to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract will not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written amendment signed by the parties to this Contract.

D.11. Independent Contractor; No Third-Party Beneficiary. The Parties to this Contract will not act as employees, partners, joint venturers, or associates of one another. Nothing in this Contract will be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not the employees or agents of the other Party. There are no third-party beneficiaries to this Contract.

D.12. Tennessee Department of Revenue Registration. The GNRC will comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.

D.13. Suspension and Debarment. The GNRC warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189). The GNRC will provide immediate written notice to the CLIENT if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

D.14. Ownership of Deliverables. Provided the GNRC has been fully paid for its services, the CLIENT Deliverables created by GNRC as part of the Scope of Services are the property of CLIENT unless otherwise provided for in writing by the CLIENT. "Deliverables" includes without limitation forms, documents, written information, reports, background check documentation, or exhibits produced by GNRC for the CLIENT in the performance of the Scope of Services of this Contract. After completion or termination of the Contract and upon written request by the CLIENT, GNRC will provide to the CLIENT any Deliverables that have not been previously transmitted to the CLIENT. Notwithstanding anything in this paragraph to the contrary, however, GNRC may keep copies of Deliverables and any other records in order to fulfill its obligations under public records laws, grant monitoring agreements, or other obligations of law or contract.

D.15. Intellectual Property and Other Property Rights. GNRC may develop certain materials, tools, applications, or processes (collectively "Tools") to assist it in carrying out the Scope of Services. GNRC is and shall be, the sole and exclusive owner of the Tools as well as the owner of all right, title, and interest throughout the world in and to all the Tools, together with the results of and proceeds from any patents, copyrights, trademarks, trade secrets and other intellectual property rights (collectively "Intellectual Property Rights") created by GNRC or its employees and agents in whatever stage of completion such may exist. CLIENT expressly disclaims any right to any Tools or Intellectual Property Rights of GNRC.

D.16. Force Majeure. The obligations of the Parties are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.17. State and Federal Compliance. The Parties will comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.18. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of Tennessee. The Parties agree that they will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract.

D.19. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract will not be affected and will remain in full force and effect. The terms and conditions of this Contract are severable.

D.21. Headings. Section headings of this Contract are for reference purposes only and will not be construed as part of this Contract.

D.22. Incorporation of Additional Documents. Each of the following documents are included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the GNRC's duties, responsibilities, and performance under this Contract, these items will govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with attachments and exhibits.

SECTION E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions will be subordinate to the Contract's other terms and conditions.

E.2. Confidentiality of Records. Strict standards of confidentiality of records and information will be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the City or acquired by the Contractor on behalf of City that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section will permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the Contractor or third parties. Confidential Information will not be disclosed except as required or permitted under state or federal law. Contractor will take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section will survive the termination of this Contract.

E.3. Public Accountability. If the Contractor is subject to Tenn. Code Ann. §§ 8-4-401, et seq., or if this Contract involves the provision of services to citizens by the Contractor on behalf of the City, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor will also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

E.4. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor will complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

c. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code.

E.5. Insurance. The Contractor will carry adequate liability and other appropriate forms of insurance, including worker compensation insurance when required by law.

E.6. Personal Information. In addition to the requirements of Section E.2, the Contractor will not sell or disclose information obtained from persons served under this Contract, including but not limited to names, addresses, social security numbers and other personally identifiable information, to third parties without the express written consent of the City. Additionally, the Contractor will not obtain the social security numbers of persons served under this Contract. If the Contractor violates this section, the violation will constitute a Breach Condition, and the City will have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services.

AGREED,

GREATER NASHVILLE REGIONAL COUNCIL

11/5/2024

MICHAEL SKIPPER, EXECUTIVE DIRECTOR DATE

CITY OF FRANKLIN

KEN MOORE, MAYOR DATE

Exhibit A
Scope of Services and Fee Schedule

A1. BACKGROUND

The State of Tennessee distributes various tax proceeds to Tennessee municipalities and counties based on their population as reported by the U.S. Census Bureau (the "Census Bureau") at the beginning of each decade. Municipalities and counties are enabled under the Tennessee Code Annotated (the "TCA") to conduct a special census to document population change between the federal decennial censuses. A municipality or county may choose to conduct a complete recount of their population to document perceived growth or to resolve a dispute with the federal count. A municipality may also conduct a special census when it properly annexes new residents into their jurisdiction or becomes newly incorporated.

The TCA allows municipalities to conduct up to four citywide special censuses during the decade. Generally, a county may conduct up to two countywide special censuses within this time period. A municipality or county may choose to conduct a special census through one of the following methods:

1. Conduct its own special census in a manner by and satisfactory to the Tennessee Department of Economic and Community Development ("ECD") (see page 3), or
2. Use the services of the Census Bureau to conduct and certify a special census. The Census Bureau does not involve the State of Tennessee to certify the new count. However, by May 15 the community must provide the Boyd Center with an official notice from the Census Bureau identifying the area in which the special census was taken and the count of the area's residents.

After conducting a special census through one of the above methods, the community must request certification of their census. Upon certification, the new population will be reflected in the annual Certified Population of Tennessee Incorporated Municipalities and Counties report (the "Annual Report"). The Annual Report reflects municipal population changes (which are the most common), county population changes, and a new state total of incorporated municipal population. This statewide figure is used to determine the per capita rate of shared revenue distribution. Certified populations included in the annual report will become effective on July 1 of each year.

The Greater Nashville Regional Council (GNRC) was established under TCA § 13-14-101 as a state development district, in part, to provide planning and economic development assistance to its members and the region as a whole. **GNRC is one of nine agencies approved by the Tennessee State Data Center to perform field verifications of Special Census Counts**

A2. WORK TASKS

Provided that the CLIENT submit a completed special census count along with the following materials to GNRC no later than March 1, GNRC will begin the process to certify the count in accordance with the "Guide to Special Census Procedures" published by the Tennessee State Data Center and updated as of October 2, 2023. The guide is available for download at https://tnsdc.utk.edu/special-census/:

- A notarized letter from the mayor indicating the type of special census conducted, total census count, how the special census was conducted and requesting that the agency provide verification of the results. For a countywide census, the letter should indicate if any municipalities will be using the count for their own special censuses.

- Payment for review and field verification must be made in advance to the agency certifying the validity of the special census. (see section “A3. Compensation” within this exhibit)
- A digital special census roster in spreadsheet format, which includes house number, street name, unit number (if applicable), city, county, zip code, last name and first name for each person contained in the special census. A copy of the letters from any group quarters whose residents are counted in the special census must also be submitted.
- A map clearly indicating the extent of the territory contained in the special census with legible street names.
- For an annexation census, provide a copy of all annexation ordinances OR (if the annexation was conducted by referendum) the resolution calling for referendum and the certification of election results from the county election commission.
- For an incorporation census, provide a notarized statement by the mayor of election of incorporation, giving date, and type of charter adopted.

In carrying out the process to certify the special census, GNRC will:

- Hold Meeting #1: Project Kickoff Meeting
- Perform Desk Review of Materials Submitted
- Hold Meeting #2: Reconciliation Meeting (if necessary to review missing or questionable material)
- Hold Meeting #3: Sampling Plan and Field Procedures
- Conduct Door-to Door Field Verification
- Hold Meeting #4: Preview the Results of the Field Review
- Provide a Letter Affirming the Results of the Field Review

A3. COMPENSATION

SERVICE	FEE AND PAYMENT TERMS
Client meetings, desk review, documentation and reporting	$2,500 flat fee, payable at project start-up.
Field Verification	$60 per hour of logged time for travel to and from site visits and door to door field work, payable at project close.

A4. BUDGET ASSUMPTIONS

The contract budget includes the following costs:

- Project personnel including salaries and fringe
- General office printing and project-related supplies
- Local mileage for GNRC field staff
- Indirect costs according to the approved indirect cost allocation plan (www.gnrc.org/icap)

The contract budget does not include direct or indirect costs incurred by the CLIENT. This includes costs for public noticing, advertising, or fees charged by other third parties directed by the CLIENT or by GNRC on behalf of the CLIENT for work outside of the scope of services. GNRC will not provide legal advice as part of this contract.

City of Franklin

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

File #: 21-0935

DATE: October 31, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of COF Contract No. 2024-0362, With Smith Seckman Reid, Inc. For CEI For ITS Infrastructure Expansion

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract 2024-0362.

BACKGROUND/STAFF COMMENTS:

In January of 2009, BOMA approved a Surface Transportation Program (STP) application to the Nashville Area Metropolitan Planning Organization (MPO) for the Franklin ITS Expansion Project. After award of STP funds for the ITS Expansion project, COF Contract 2011-0129 was approved in September 2011 for the Franklin ITS Infrastructure Expansion Project. The project was divided into the Adaptive Signal Control Technology (ASCT) project, which was completed in 2022 in and around the Cool Springs Galleria mall area, and the ITS Expansion Project, which implements additional fiber optic cabling, five new traffic camera locations, and Advanced Transportation Controllers (ATC) to finish the upgrade of the City's traffic signal controllers. After various delays, the ITS Infrastructure Expansion Project is now ready to be bid for construction. As part of that, a Construction Engineering and Inspection (CEI) consulting firm, Smith Seckman Reid (SSR), Inc was selected through the technical selection process. This item is the contract for the CEI services to oversee the ITS Expansion construction project.

FINANCIAL IMPACT:

This item will cost the City $231,583.58 and is funded through STP grant funds.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract 2024-0362.

CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2024-0362

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

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

CEI SERVICES FOR FRANKLIN ITS EXTENSION

1. SCOPE OF SERVICES. Consultant shall provide construction engineering and inspection services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.

2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.

3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of (Two Hundred Thirty One Thousand Five Hundred Eighty Three and 58/100 Dollars) ($231,583.58).

The Board of Mayor and Aldermen Approved this Agreement on the ______ Day of _________ 202__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:

1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.

1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.

1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.

1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.

1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

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

2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.

2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.

2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.

2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

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

3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.

3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.

3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

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

4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

(1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.

(2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.

(3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:

(a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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

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

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

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

4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.

4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

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

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

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

ARTICLE 6. SCHEDULE.

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

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

6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

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

7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.

7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.

7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:

a) General Liability Insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 annual aggregate.

b) Automobile Liability Insurance with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of $500,000 for each occurrence.

d) Professional Liability Insurance with a limit of $1,000,000 annual aggregate.

8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.

8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.

8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.

9.3 TRAVEL; EXPENSES

City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

10.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. This Agreement is a covered transaction for the purposes of 2 CFR Part 180 and 2 CFR Part 1200. As such, the Consultant is required to verify that none of the Consultant's principals (as defined at 2 CFR §180.995) or its affiliates (as defined at 2 CFR §180.905) are excluded (as defined at 2 CFR §180.940) or disqualified (as defined at 2 CFR §180.935).

10.5.1 The Consultant must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 1200, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into as a part of this Agreement.

10.5.2 This certification is a material representation of fact relied upon by the City of Franklin. If it is later determined that the Consultant did not comply with 2 CFR Part 180, Subpart C and/or 2 CFR Part 1200, Subpart C, in addition to remedies available to the City of Franklin, the State of Tennessee and/or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10.5.3 The Consultant agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR 1200, Subpart C while this Agreement is valid and throughout the period of any contract that may arise from this Agreement and Project. The Consultant agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.6 IRAN DIVESTMENT ACT By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

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

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this

Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

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

SMITH SECKMAN REID, INC.

Signed by:
BY: ______________________
C3A1484E2253435
Consultant's Signature
TITLE: Senior Principal
Date: 11/11/2024

CITY OF FRANKLIN, TENNESSEE

BY: ______________________
Dr. Ken Moore
Mayor
Date: ____________________

ATTEST:

BY: ______________________
Angie Skarp
City Recorder
Date: ____________________

Approved as to Form:

____
J. Blake Harper, Staff Attorney

SSR Smith Seckman Reid, Inc.

EXHIBIT A – ENGINEERING SERVICES

October 17, 2024

Mr. Adam Moser
City Traffic Engineer
City of Franklin
109 3rd Avenue South, Suite 133
Franklin, TN 37064

Re: CEI for ITS Infrastructure Expansion – Various Corridors in Franklin

Dear Mr. Moser:

Smith Seckman Reid, Inc. ("SSR" or "the Consultant) is pleased to submit this letter agreement (the "Agreement") to The City of Franklin ("the Owner" or the "City") for providing Construction Management and Construction Inspection services. The following is our project understanding, scope of services, schedule, and fee.

Project Understanding

The services are for construction management of the construction of the ITS Expansion improvements to five intersections: SR-248 @ I-65 Northbound ramps, SR96/11th Ave N, SR96/5th Ave N, Liberty Pike/Carothers Parkway and the Cool Springs Extension @ I-65. Construction is anticipated to take 270 calendar days. SSR will provide Construction Engineering and Inspection services for the project. SSR will conduct all acceptance testing required on the project. SSR will provide inspection as provided in the man-day estimate.

Scope of Services

SSR will provide the services specifically set forth below.

Task 1 – Project Management

This task will consist of the following project management activities:

- Project Coordination –SSR will assist the City with coordination to provide updates, coordinate project reviews, and other activities to help the City keep the project stakeholders generally informed of the progress of the project. SSR will provide preconstruction services regarding plans or contract review. The review will include but not limited to constructability, phasing, scheduling, contractual language and/or other related processes. SSR will assist the City in bid document review and bid opening.

- Progress Meetings – SSR will conduct progress meetings for scheduling and resolving project issues. SSR will assist the City for unresolved issues and provide a record of accountability on each party involved with the contract. SSR will produce meeting minutes.

- Environmental Compliance - SSR will conduct Erosion Prevention and Sediment Control (EPSC) inspection with the Contractor in accordance to the guidelines outlined and accepted by the Tennessee Department of Environment and Conservation (TDEC) if needed. The EPSC inspection will be carried out in accordance to the Storm Water Prevention Pollution Plan (SWPPP).

Task 2 – Construction Engineering Inspection

SSR will provide Construction Engineering and Inspection (CEI) services for the Client in accordance with Chapter 8 –*Pre-Construction and Construction Procedures*, in the Tennessee Department of Transportation ("TDOT") "Local Government Guideline for the Management of Federal and State Funded Transportation Projects." SSR will provide inspection services for the project. SSR will provide the appropriate field and office staff as described above to assist the Client in compliance with the guidelines for Locally Managed Projects as outlines in the subtasks below.

A. *Pre-Construction and Pre-Erosion Conference*.
SSR will prepare for and conduct one Pre-Construction in combination with a Pre-Erosion Conference at a time and location determined by the Client and TDOT. SSR will respond in writing to issues that arise at the meeting. SSR will prepare and distribute meeting minutes.

B. *Project Administration*
SSR will provide project administration and coordinate with the assigned City Supervisor. SSR will prepare for, cooperate with, and assist the City that may be assigned to review project records, payments, reports, etc. SSR will provide the inspectors and assistance to monitor the work being done on the contract. A list of emergency contacts and phone numbers will be supplied to the Client. The project Administrator will also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project.

C. *Supplemental Agreements – Construction Change Orders*
SSR will notify the Client of the necessity for any Supplemental Agreements/Construction Changes. SSR will negotiate prices for additional pay items with the contractor while adhering to the "TDOT Average Unit Price" listing when possible and coordinate acceptance of prices with the Client. SSR will prepare the Supplemental Agreement/Construction Change and submit to the Client for final review and submittal for processing. Any work that cannot be negotiated with the prime contractor will be pursued by Force Account as defined in the TDOT Standard Specifications and recorded on forms supplied by the Tennessee Department of Transportation. SSR will review any Value Engineering Change Proposals and prepare recommendations for the Client.

D. *Quality Assurance, Testing for Acceptance, and Training*
SSR will provide certified and trained personnel for field and inspection as defined in the Contract, Plans or Specifications and document testing on standard forms normally used by TDOT. SSR will provide miscellaneous checking of application rates

2995 Sidco Drive, Nashville, Tennessee 37204
Tel: 615.383.1113 · Fax: 615.386.8469 · www.ssr-inc.com

and dimensions and bearings to assure conformance to Plans and Specifications. Certifications of material submitted by the contractor will be reviewed by SSR for conformity to the Specifications. A Final Materials and Tests Certification will be included in the Final Records submitted to the Client.

E. *Progress Payments*

SSR will collect and assemble quantities for Monthly Progress Payments to the prime Contractor from actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes, or from Force Accounts. The quantities for payment will be referenced to field records prior to submission for payment. Test reports will be on file prior to payment. Pay quantities will be submitted to the Client for review and payment. Payments for stockpiled material may be made as defined in the TDOT Standard Specifications and approved by the Project Supervisor. Estimate “cut-off” will be the last day of each month.

Copies of approved subcontracts as well as copies of actual DBE subcontractor’s contracts will be on file prior to the first Progress Payment.

F. *Distribution of Correspondence*

SSR will submit to the Client a copy of all correspondence between SSR, the City, the contractor, subcontractors and TDOT concerning matters related to the project. SSR will maintain an office file copy for submission with the project Final Records.

G. *Inspection of Work*

SSR will provide inspection services as defined above to determine if the work is in conformance to Plans and Specifications for items that are being incorporated into the project. SSR will observe, measure and record all quantities for payment. SSR will record field measurements in project records for review by the Client, TDOT, or auditors. The records will be recorded electronically and/or on field inspection forms to be submitted to the Client. SSR will check traffic control daily, and additionally as required or requested, and will notify the contractor of deficiencies or problems observed. SSR will document weekly (or as often as necessary) project traffic control on forms normally used by TDOT and distribute as required. SSR will inspect daily erosion control items for conformance to the plans as well as effectiveness in the field and will notify the contractor of deficiencies. SSR will prepare to justify pay quantities in the case of questions by the contractor or Department. The City/SSR will maintain an accurate daily diary, signed by the inspector, consisting of:

- A record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.

- Equipment arriving or leaving the project, idle equipment

All SSR field technicians will be certified in the applicable TDOT certification workshops listed below:

- Class 1 Concrete Technician/ACI
- Aggregate Technician
- Nuclear Gauge Training
- OSHA 10 Safety Training Construction
- TDEC EPSC Level 1

H. *Contractor's Payrolls, Employee Interviews and Contract Compliance:*
SSR will receive and check the contractor's payrolls for conformance to state wage rates as defined in the contract. Late payrolls (two weeks late) are justification to withhold progress payment. SSR will notify the prime contractor of late payrolls and request immediate submission. SSR will notify the Client prior to withholding payments. SSR will conduct employee interviews on the forms normally used by TDOT and compare to the submitted payrolls for accuracy. SSR will notify the prime contractor of inaccuracies and resolve discrepancies. SSR will adhere to Special Provisions concerning reports to be submitted to the Contract Compliance office.

I. *Subconsultant Services*
Kimley Horn scope of services attached to this document.

J. *Reports*
There are numerous reports, documents, etc., that must be generated in the process of contract administration. SSR will maintain either electronic or paper copies of project documentation.

K. *Final Records*
SSR will submit a compilation of project records to the Client after project completion. SSR will make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. SSR will submit all final documents (paper and electronic) with the final records.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed for mutually agreed upon fees.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Fee and Billing

SSR will provide the above services at a cost plus, fixed fee not to exceed $231,583.58 for the construction phase services. The fee includes all direct and indirect costs associated with the construction phases.

SSR will invoice the City once per month for the services provided for that month. Payment is expected within 30 days of the invoice.

It is further understood that the CEI services for this project are for the specified hours and timeframe outlined in the Man-day Estimate. In the event that the Contractor does not finish the project in the allotted time frame, SSR will negotiate a supplement to this contract to cover services rendered beyond the construction original contract end date.

We look forward to continuing our working relationship with the City of Franklin. If you have any questions please feel free to contact me.

Sincerely,

David Donoho
Principal, SSR
615-514-6129, ddonoho@ssr-inc.com

CITY OF FRANKLIN

MANDAY ESTIMATE AND FEE PROPOSAL

FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

PIN 116144.00 ITS Infrastructure Expansion

Revised 10-17-24

State Project No	Federal Aid Project No
94LPLM-F3-039	STP-M-9305(26)

Smith Seckman Reid, Inc

Prepared By:
David Donoho

Date prepared: 10/8/24

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(615) 514-6129
(615) 386-8469
ddonoho@ssr-inc.com

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Smith Seckman Reid, Inc.

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
CITY OF FRANKLIN ITS EXPANSION
ESTIMATED MAN-HOURS

SUMMARY

Item			Cost
1. Direct Labor (CEI)	**Timeframe**	**Office**	**Field**
		$15,446.19	$30,619.84
		1a. Office	**1b. Field**
	Sub Total:	**$15,446.19**	**$30,619.84**
2. Overhead			
2a. Office	**190.12%**		**$29,366.29**
2b. Field	**180.95%**		**$55,406.60**
2a + 2b			**$84,772.89**
3. SubTotal 1a + 1b + 2a + 2b			**$130,838.91**
4. Direct Expenses			
a. (Itemized)	See Itemized sheet		**$4,654.80**
b. Kimley Horn			**$76,640.00**
c.			
d.			
e. Premium Labor			**$3,749.20**
		Total Direct	**$85,044.00**
5. Net Fee	**12.00%**	SSR	**$15,700.67**
		Total Net Fee	**$15,700.67**
6. Project Total (3 + 4 + 5)			**$231,583.58**

SSR Smith Seckman Reid, Inc.

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
CITY OF FRANKLIN ITS EXPANSION
ESTIMATED MAN-HOURS

PERSONNEL RATES

CLASSIFICATION	2024	2025	2026	2027	2028
Senior Project Manager - David Donoho	$103.25	$106.35	$109.54	$112.82	$116.21
Construction Manager -	$62.50	$64.38	$66.31	$68.30	$70.34
EPSC Inspector -	$35.00	$36.05	$37.13	$38.25	$39.39
Project Engineer/Patrick Harrington	$62.50	$64.38	$66.31	$68.30	$70.34
Records Clerk - Teresa Layhew	$27.97	$28.81	$29.67	$30.56	$31.48
Asst Const Mgr	$42.44	$43.71	$45.02	$46.37	$47.76
Inspector - Roadway	$40.00	$41.20	$42.44	$43.71	$45.02
Inspector - Roadway	$40.00	$41.20	$42.44	$43.71	$45.02
Inspector -	$65.00	$66.95	$68.96	$71.03	$73.16
Asphalt Plant Inspector -	$35.00	$36.05	$37.13	$38.25	$39.39
Inspector -	$32.00	$32.96	$33.95	$34.97	$36.02
Erosion Control Inspector	$30.00	$30.90	$31.83	$32.78	$33.77
General Inspector	$30.00	$30.90	$31.83	$32.78	$33.77
Party Chief	$30.00	$30.90	$31.83	$32.78	$33.77
Rodman	$21.22	$21.85	$22.51	$23.19	$23.88

Annual Pay Rate Increased By: 3.00% Effective date of rate change is July 1st.

Smith Seckman Reid, Inc.

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
CITY OF FRANKLIN ITS EXPANSION
CEI DIRECT EXPENSES

Reproduction Costs:

Item Description	Number / Month	Unit Price	Item Subtotal	Total
Photo-copies	100	$0.12	$12.00	
Full size bond		$0.50	$0.00	
Half size bond		$0.35	$0.00	
Full size vellum		$4.50	$0.00	
Half size vellum			$0.00	
Full size mylar		$10.50	$0.00	
		Monthly Sub-Total:	**$12.00**	
		Number of Months:	**12**	**$144.00**

Aerial photography:

Item Description	Number / Month	Unit Price	Item Subtotal	Total
Aerial Photography/Quarterly		$300.00	$300.00	
		Quarterly Sub-Total:	**$300.00**	
		Number of Quarters:		**$0.00**

Travel:

	Number of Trips	No. of Miles/No. of People	RATE *	Item Subtotal	Total
Per Diem			$46.00 / day	$0.00	
Per Diem (75%)		X 2.00 People X	$34.50 / day	$0.00	
Transportation	3	120 miles	$0.66 / day	$235.80	
Lodging		X 1.00 People X	$77.00 / person	$0.00	$235.80

* Rate must agree amounts in effect with State of Tennessee travel regulations.
First and last day of travel must be at the 75% Per Diem Rate.

Other Expenses:

Vehicle Days	Days/month	Unit Price	Months	Item Subtotal	Total
Senior Project Manager		$ 45.00		$0.00	**$0.00**
Construction Manager		$ 45.00		$0.00	**$0.00**
Project Engineer	4	$ 45.00	5	$900.00	**$900.00**
Senior Inspector	25	$ 45.00	3	$3,375.00	**$3,375.00**
Utility Coordinator		$ 45.00		$0.00	**$0.00**
Railroad Coordinator		$ 45.00		$0.00	**$0.00**
EPSC Inspector		$ 45.00		$0.00	**$0.00**
Asphalt Project Inspector		$ 45.00		$0.00	**$0.00**
Project Inspector		$ 45.00		$0.00	**$0.00**
Project Inspector		$ 45.00		$0.00	**$0.00**
Project Inspector		$ 45.00		$0.00	**$0.00**
Project Inspector		$ 45.00		$0.00	**$0.00**
Asphalt Roadway Inspector		$ 45.00		$0.00	**$0.00**
Asphalt Plant Inspector		$ 45.00		$0.00	**$0.00**
Records Clerk		$ 45.00		$0.00	**$0.00**
Construction Manager		$ 45.00		$0.00	**$0.00**
Inspector		$ 45.00		$0.00	**$0.00**

TOTAL DIRECT EXPENSES **$4,654.80**

Smith Seckman Reid, Inc.

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
CITY OF FRANKLIN ITS EXPANSION
ESTIMATED MAN-HOURS

SSR	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26
Senior Project Manager						2	4										2	1	1	1	1										
Construction Manager																															
EPSC Inspector/Engineer																															
Project Engineer						4	8	8	4	4	4	4	4	4	4	4	24	20	20	20	12										
Records Clerk							8	16	2	2	2	2	2	2	2	2	24	23	24	24	24										
Engineer/Utility Coord																															
Inspector- Roadway								16									246	214	226	40											
Inspector - Roadway OT																	62	62	58												
Roadway Inspector-Senior																															
Roadway Inspector - Senior OT																															
Inspector - drainage/utilities																															
Inspector OT																															
Asphalt Plant Inspector																															
Asphalt Plant Inspector OT																															
Inspector																															
Inspector OT																															
Roadway Inspector Util, etc.																															
Roadway Inspector OT																															
Roadway Inspector-Drainage																															
Roadway Inspector OT																															
Roadway Inspector Util, etc.																															
Roadway Inspector OT																															
RLS -																															
PM-																															
Engineer																															
Party Chief																															
Rodman1																															
Rodman2																															

SSR	Hours 2024	Hours 2025	Hours 2026	Rates 2024	Rates 2025	Rates 2026	Direct Labor 2024	Direct Labor 2025	Direct Labor 2026	Total DL	Total OT
Senior Project Manager	6	4	2	$103.25	$106.35	$109.54	$619.50	$425.39	$219.08	$1,263.97	
Construction Manager	0	0	0	$62.50	$64.38	$66.31	$0.00	$0.00	$0.00	$0.00	
EPSC Inspector/Engineer	0	0	0	$35.00	$36.05	$37.13	$0.00	$0.00	$0.00	$0.00	
Project Engineer	12	104	32	$62.50	$64.38	$66.31	$750.00	$6,695.00	$2,121.80	$9,566.80	
Records Clerk	8	103	48	$27.97	$28.81	$29.67	$223.76	$2,967.34	$1,424.32	$4,615.42	
Engineer/Utility Coord				$42.44	$43.71	$45.02					
										$15,446.19	
Inspector- Roadway	0	702	40	$40.00	$41.20	$42.44	$0.00	$28,922.40	$1,697.44	$30,619.84	
Inspector - Roadway OT	0	182	0	$20.00	$20.60	$21.22	$0.00	$3,749.20	$0.00		$3,749.20
Roadway Inspector-Senior	0	0	0	$40.00	$41.20	$42.44	$0.00	$0.00	$0.00	$0.00	
Roadway Inspector - Senior OT	0	0	0	$20.00	$20.60	$21.22	$0.00	$0.00	$0.00		$0.00
Inspector - drainage/utilities	0	0	0	$65.00	$66.95	$68.96	$0.00	$0.00	$0.00	$0.00	
Inspector OT	0	0	0	$32.50	$33.48	$34.48	$0.00	$0.00	$0.00		$0.00
Asphalt Plant Inspector	0	0	0	$35.00	$36.05	$37.13	$0.00	$0.00	$0.00	$0.00	
Asphalt Plant Inspector OT	0	0	0	$17.50	$18.03	$18.57	$0.00	$0.00	$0.00		$0.00
Inspector	0	0	0	$32.00	$32.96	$33.95	$0.00	$0.00	$0.00	$0.00	
Inspector OT	0	0	0	$16.00	$16.48	$16.97	$0.00	$0.00	$0.00		$0.00
Roadway Inspector Util, etc.	0	0	0	$30.00	$30.90	$31.83	$0.00	$0.00	$0.00	$0.00	
Roadway Inspector OT	0	0	0	$15.00	$15.45	$15.91	$0.00	$0.00	$0.00		$0.00
Roadway Inspector-Drainage	0	0	0	$30.00	$30.90	$31.83	$0.00	$0.00	$0.00	$0.00	
Roadway Inspector OT	0	0	0	$15.00	$15.45	$15.91	$0.00	$0.00	$0.00		$0.00
Roadway Inspector Util, etc.	0	0	0	$30.00	$30.90	$31.83	$0.00	$0.00	$0.00	$0.00	
Roadway Inspector OT	0	0	0	$15.00	$15.45	$15.91	$0.00	$0.00	$0.00		
RLS -	0	0	0	$21.22	$21.85	$22.51	$0.00	$0.00	$0.00		
PM-	0	0	0	$10.61	$10.93	$11.26	$0.00	$0.00	$0.00		
Engineer							$0.00	$0.00	$0.00	$0.00	
Party Chief							$0.00	$0.00	$0.00	$0.00	
Rodman1							$0.00	$0.00	$0.00	$0.00	
Rodman2							$0.00	$0.00	$0.00	$0.00	
										$30,619.84	$3,749.20

	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Total
	1	2	3	4	5	6	7	8	9	10	11	12					
Weekdays excluding Holidays		23	20	20										23	19	21	
Saturdays		4	5	4										2	3	2	
Overtime Hours per Weekday		2	2	2										2	2	2	
Overtime Hours per Saturday		8	8	8										8	8	8	
Holidays			1	2											1	2	
Monthly Regular Hours	0	184	160	160	0	0	0	0	0	0	0	0	0	184	152	168	1008
Monthly Overtime Hours	0	78	80	72	0	0	0	0	0	0	0	0	0	62	62	58	412
Total Hours	0	262	240	232	0	0	0	0	0	0	0	0	0	246	214	226	1420
Vehicle Days		27	25	24	0	0	0	0	0	0	0	0	0	25	22	23	146
Months																	
Vehicle Days Total	146																
Vehicle Days per Month	12																

Kimley»Horn

October 17, 2024

Mr. Patrick Harrington, PE
Regional CEI Manager
Smith Seckman Reid, Inc.
2995 Sidco Drive
Nashville, Tennessee 37204

RE: ***Professional Services Agreement***
ITS Infrastructure Expansion – Various Corridors in Franklin
Federal Project Number: STP-M-9305(26)
State Project Number: 94LPLM-F3-039
PIN: 116144.00
City of Franklin Contract Number: 2023-037
Franklin, Tennessee

Dear Patrick:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Subonsultant") is pleased to submit this letter agreement (the "Agreement") to Smith Seckman Reid, Inc. ("SSR" or "Prime CEI Consultant") for providing construction phase support services associated with the City of Franklin's ITS Infrastructure Expansion Project. As part of the construction project, the City will be upgrading 75 existing traffic signal controllers within the City to ATC controllers and constructing the ITS expansion items referenced in Contract Documents. The City has requested Kimley-Horn to assist in converting the existing SEPAC databases in these controllers to operate in MaxTime 2.13.0 firmware. We have also incorporated participation in other CEI activities per your request which are detailed in this Agreement.

Our scope of services, schedule, and fee are below.

SCOPE OF SERVICES

Task 1 – Project Management

This task will consist of general project management, administrative, and accounting actives for project. It will further consist of scheduling of meetings / activities and discussion of any project issues throughout the life of the construction phase of the project with the Prime CEI Consultant, City of Franklin staff, the Contractor, and/or Subcontractors / Vendors.

The Kimley-Horn Project Manager will assist the Prime CEI Consultant Project Manager in the management of the Project, as requested. Kimley-Horn efforts will focus on managing the following tasks:

- Requests for information (RFI) process related to technology items
- ATC controller database testing / conversions

It is our understanding that City of Franklin staff will be handling all of the shop drawing / submittal reviews and that Kimley-Horn nor SSR will be needed to participate in this process. Additionally, it is also our understanding that City of Franklin staff will be handling any testing requirements for the technology elements, with the exception of the ATC controller database conversions, and that Kimley-Horn nor SSR will be needed to participate in this process.

Task 2 – Coordination Meetings

This task will encompass Kimley-Horn attendance at a variety of meetings and/or conference calls throughout the construction phase of the project.

Task 2.1 – Pre-Bid Conference

Kimley-Horn staff will participate in a pre-bid conference to assist the Prime Consultant in facilitating the pre-bid conference with prospective Contractors / Subcontractors to review the Contract Documents and answer questions posed by the Contractor and/or his/her Subcontractor(s).

If needed, Kimley-Horn will assist the Prime Consultant with preparing Bid Addenda during the bidding process. Up to two (2) Bid Addenda have been budgeted.

Task 2.2 – Pre-Construction Conference

Kimley-Horn staff will participate in a pre-construction conference to review the requirements of the construction contract and answer questions posed by the Contractor and/or his/her Subcontractor(s). Representatives of TDOT, the Prime CEI Consultant, the Contractor / Subcontractor(s), utility companies, surveyors, testing laboratories, and others who may be in attendance at this conference.

Task 2.3 – Construction Progress Meetings

Kimley-Horn staff will up to three (3) monthly construction progress meetings during the course of the construction period on an “as-needed” basis determined by the City of Franklin and/or the Prime CEI Consultant.

Task 3 – ATC Controller Database Conversion

Kimley-Horn provide database conversions from SEPAC to MaxTime 2.13.0 firmware at up to 75 locations within the City of Franklin. Attachment A includes a master list of City of Franklin signalized intersections. The City will need to identify which of these signalized intersections will be a part of this construction contract.

Task 3.1 – Database Development

The City will provide PDF files of the complete SEPAC databases for the 75 selected intersections. The City will provide its standard MaxView timing plan numbering for use in the conversions. Kimley-Horn will review the existing databases and provide any questions or suggestions to the City to review. Based on the City’s response, Kimley-Horn will convert the timing plan data included in the SEPAC PDF’s into MaxView 2.13.0 databases utilizing the MaxView online emulator.

Task 3.2 – Database Testing

Kimley-Horn will test the databases in three (3) environments. First the databases will be tested in the online MaxView emulator. After successfully completing emulator testing, Kimley-Horn will test each database in our own Signal Timing Lab. This lab will allow Kimley-Horn to test each time-of-day plan (including free operation) with every input (vehicle, pedestrian, pre-emption, etc.) to in an effort to avoid any potential issues when installing the databases in controllers in the field. After completing thorough testing in the Kimley-Horn Lab, the City will test the databases in their test cabinet prior to deployment. Kimley-Horn will respond to any questions that arise during City testing.

Task 3.3 – Database Deployment
Kimley-Horn will assist the City in the deployment of the databases in the field. City staff will be responsible for installing the new databases into the new controllers in the field. Kimley-Horn will assist with any database related issues that arise as part of the deployment. It is anticipated that the City will deploy between 3 to 5 intersections a week.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scopes, as well as any changes in the scopes the City requests, will be considered Additional Services and will be performed at our then current hourly rates. Additional Services Kimley-Horn can provide include, but are not limited to, the following:

- Additional meetings not outlined in the above scope
- Participation in on-site construction visits
- Participation in the Contractor Requests for Information (RFI) process (it is currently understood that the City of Franklin will handle this task)
- Database testing in the City of Franklin's test cabinet (it is currently understood that the City of Franklin will handle this task)
- Additional database conversions in addition to those listed above
- Development / Review of MaxTime database standards
- Recommendations for signal timing improvements
- Spot signal timing improvements
- Operational analysis
- Fine tuning of existing signal timing plans
- Development and fine tuning of new signal timing plans
- Signal cabinet inventory
- Others as requested by the Client

SCHEDULE

We will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule that coincides with the Contractor's construction schedule.

FEE AND BILLING

Upon written authorization, Kimley-Horn will perform the Scope of Services in Tasks 1 – 3 for a total lump sum fee of $76,640 (inclusive of direct expenses). Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Upon written authorization, Kimley-Horn will perform the services described in Additional Services of the Scope of Services on a per intersection lump sum basis or a labor fee plus expense basis – dependent upon the type of Additional Services requested.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to the terms and conditions of the City of Franklin Professional Services Agreement, to be incorporated into SSR's contract with the City of Franklin.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

____ Please email all invoices to ____

____ Please copy ____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

< < < *This section left intentionally blank* > > >

We appreciate the opportunity to provide these services to you. Please contact either of us if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Christopher D. Rhodes, PE
Senior Vice President

Thomas J Glueckert

Thomas Glueckert, PE
Project Manager

Attachments: A – Master List of City of Franklin Signalized Intersections

Smith Seckman Reid, Inc.

Signed: ___________________________

____
(Date)

____
(Print or Type Name and Title)

ATTACHMENT A:
MASTER LIST OF
CITY OF FRANKLIN SIGNALIZED INTERSECTIONS

Tally	City of Franklin Intersection	Int. ID#
1	5th Ave S & Main St	1
2	Columbia Ave & Church St	2
3	Columbia Ave & 9th Ave S	3
4	Columbia Ave & Cleburne St	4
5	Battle Ave & Columbia Ave	5
6	Columbia Ave & Downs Blvd	6
7	Columbia Ave & Century Ct	7
8	TN-397 & Columbia Ave	8
9	Cannon St & Battle Ave	9
10	W Main St & Battle Ave	10
11	5th Ave N & Fair St	11
12	5th Ave S & TN-96	12
13	Hillsboro Rd & Del Rio Pike	13
14	Hillsboro Rd & Joel Cheek Blvd	14
15	TN-397 & Hillsboro Rd	15
16	Hillsboro Rd & Fulton Greer Ln	17
17	Hillsboro Rd & Lexington Pkwy	18
18	Hillsboro Rd & Black Horse Pkwy	19
19	11th Ave N & TN-96	20
20	Main St & 4th Ave S	21
21	E Main St & 2nd Ave S	22
22	1st Ave S & E Main St	23
23	Franklin Rd & Old Liberty Pike	24
24	Franklin Rd & Liberty Pike	25
25	TN-397 & Franklin Rd	26
26	Liberty Pike & Mallory Ln	27
27	Franklin Rd & Mallory Station Rd	28
28	3rd Ave S & Church St	29
29	3rd Ave S & S Margin St	30
30	Eddy Ln & TN-96	31
31	Ralston Ln & TN-96	32
32	TN-397 & TN-96	33
33	Sugartree Ln & TN-96	34
34	Southwinds Dr & TN-96	35

Tally	City of Franklin Intersection	Int. ID#
35	Center Point Pl & TN-96	36
36	N Royal Oaks Blvd & TN-96	37
37	TN-96 & I-65 SB	38
38	TN-96 & I-65 NB	39
39	Carothers Pkwy & TN-96	40
40	Mayfield Dr & Carothers Pkwy	41
41	Cool Springs Blvd & Highwoods	42
42	Cool Springs Blvd & Carothers Pkwy	43
43	Aspen Grove Dr & Cool Springs Blvd	44
44	Cool Springs Blvd & Mallory Ln	45
45	Mallory Lane & Galleria Mall	46
46	Crossroads Blvd & Mallory Ln	47
47	Bakers Bridge Ave & Mallory Ln	48
48	Mallory Station Rd & Mallory Ln	49
49	Seaboard Ln & Mallory Ln	50
50	Galleria Blvd & Bakers Bridge Ave	51
51	Galleria Blvd & Cool Springs Crossing	52
52	Galleria Blvd & I-65 SB	53
53	TN-397 & Spencer Creek Rd	54
54	Carothers Pkwy & Bakers Bridge Ave	55
55	Gillespie Dr & Carothers Pkwy	56
56	TN-397 & Liberty Pike	57
57	TN-397 & Lewisburg Pike	58
58	TN-397 & Cool Springs Blvd	59
59	TN-397 & S Royal Oaks Blvd	60
60	Forrest Crossing Blvd & S Royal Oaks Blvd	61
61	S Royal Oaks Blvd & Oak Meadow Dr	62
62	Cool Springs Blvd & Frazier Dr	63
63	Frazier Dr & Mallory Ln	64
64	Boyd Mill Ave & TN-96	65
65	Downs Blvd & TN-96	66
66	W Main St & Downs Blvd	67
67	Carothers Pkwy & Crescent Centre Dr	68
68	Center Point Pl & S Royal Oaks Blvd	69
69	Mallory Ln & Spring Creek Dr	70
70	Seaboard Ln & Mallory Station Rd	71
71	Cool Springs Blvd & I-65 NB	74

Tally	City of Franklin Intersection	Int. ID#
72	Cool Springs Blvd & I-65 SB	75
73	S Royal Oaks Blvd & Creekstone Blvd	76
74	Edward Curd Ln & TN-96	77
75	Market Exchange Ct & Bakers Bridge Ave	78
76	Columbia Avenue & Parkway Commons	79
77	TN-397 & Donelson Creek Pkwy	80
78	Liberty Pike & Carothers Pkwy	81
79	Del Rio Pike & Magnolia Dr	82
80	McEwen & I-65	83
81	W McEwen Dr & Mallory Ln	84
82	Jordan Rd & Mallory Ln	85
83	Goose Creek Bypass & I-65 SB	86
84	Lewisburg Pike & Goose Creek Bypass	87
85	Cool Springs Blvd & W McEwen Dr	88
86	Carothers Pkwy & Nissan Way	89
87	Downs Blvd & Boyd Mill Ave	90
88	N Royal Oaks Blvd & Lakeview Dr	91
89	Bridge St & 3rd Ave N	92
90	E McEwen Dr & Carothers Pkwy	93
91	W McEwen & Spring Creek	94
92	Carlisle Ln & TN-96	95
93	Mallory Station Rd & Duke Dr	96
94	Columbia Ave & Southeast Pkwy	97
95	Hillsboro Rd & Claude Yates Dr	98
96	Nichol Mill Ln & Mallory Ln	99
97	Westhaven Blvd & TN-96	100
98	Goose Creek Bypass & I-65 NB	101
99	Carothers Pkwy & Corporate Centre Dr	102
100	Columbia Avenue & Public Works	103
101	Aspen Grove Dr & W McEwen Dr	104
102	5th Ave N & 3rd Ave N	105
103	Columbia Ave & E Fowlkes St	106
104	Clovercroft Rd & Wilson Pike	107
105	McEwen Dr & Wilson Pike	108
106	E McEwen Dr & Tower Cir	109
107	Carothers Pkwy & Tower Cir	110
108	Carothers Pkwy & Southstar Dr	112

Tally	City of Franklin Intersection	Int. ID#
109	Windcross Ct & Cool Springs Blvd	113
110	E McEwen Dr & Ovation Pkwy	117
111	Ovation Pkwy & Encore	120
112	Carothers Pkwy & Ovation Pkwy	121
113	Ovation Pkwy & Knolltop Ln	122
114	Franklin Rd & Legends Club Ln	123
115	Davenport Blvd & Franklin Rd	125
116	Peytonsville Rd & Long Lane	127
117	TN-397 & TN-96	142
118	TN-397 & Del Rio Pike	144
119	Goose Creek Bypass & Captain Freeman Pkwy	163
120	Physicians Way & Carothers Pkwy	164
121	2nd Ave N & Bridge St	165
122	Goose Creek Bypass & Berry Farms X-ing	166
123	Goose Creek Bypass & Village Plains Blvd	167

TENNESSEE DEPARTMENT OF TRANSPORTATION

MANDAY ESTIMATE AND FEE PROPOSAL

For Design Only

ITS Infrastructure Expansion

Various Corridors in Franklin

Williamson County County

Project Identification Number (PIN): 116144.00

General Comments:

Kimley-Horn and Associates, Inc.

Christopher D. Rhodes, PE

10 Lea Avenue, Suite 400, Nashville, TN 37210

615-564-2701

chris.rhodes@kimley-horn.com

Prepared By:

Chris Rhodes

Date prepared:

10/17/2024

Project No.:

STP-M-9305 (26)

Version 2.27

Fee Estimate-Franklin ITS-2024.10.17.xlsm

10/17/2024

DESIGN MANDAY ESTIMATE

ROUTE: ITS Infrastructure Expansion
DESCRIPTION: Various Corridors in Franklin
COUNTY: Williamson County
CONSULTANT: Kimley-Horn and Associates, Inc.
Prepared By: Chris Rhodes
Date Prepared: 10/17/2024
Project No.: STP-M-9305 (26)

TN TDOT Department of Transportation

TASK	DESCRIPTION	Senior ITS Engineer	Project Manager	ITS Engineer	Engineer Analyst	Support Staff	TOTAL
1	**PROJECT MANAGEMENT**						
	Monthly Project Management		12.00			12.00	24.00
		-	12.00	-	-	12.00	24.00
2	**COORDINATION MEETINGS**						
2.1	Pre-Bid Conference	2.00	2.00				4.00
2.2	Pre-Construction Conference	2.00	2.00				4.00
2.3	Construction Progress Meetings	6.00	6.00				12.00
		10.00	10.00	-	-	-	20.00
3	**ATC CONTROLLER DATABASE CONVERSION**						
3.1	Database Development	2.00	25.00		125.00		152.00
3.2	Database Testing	2.00	25.00		90.00		117.00
3.3	Database Deployment	2.00	25.00		25.00		52.00
		6.00	75.00	-	240.00	-	321.00
	TOTAL PERSON-HOURS	16.00	97.00	-	240.00	12.00	365.00
	PERSON-HOUR LABOR RATES	97.50	80.00	70.00	55.00	30.00	
	LABOR COSTS	1,560.00	7,760.00	-	13,200.00	360.00	22,880.00

DESIGN DIRECT EXPENSES

TN TDOT Department of Transportation — Version 2.27

ROUTE:	ITS Infrastructure Expansion	Project No.:	STP-M-9305 (26)
DESCRIPTION:	Various Corridors in Franklin	PIN No.:	116144.00
COUNTY:	Williamson County		
CONSULTANT:	Kimley-Horn and Associates, Inc.		
Prepared By:	Chris Rhodes		
Date Prepared:	10/17/2024		

Reproduction Costs:

Item Description	Number / Unit	Unit Price	Item Subtotal	Item Total Cost
Photo-copies	50	$ 0.10	$ 5.00	
Full size bond	0	$ 0.25	$ -	
Half size bond	0	$ 0.10	$ -	
Full size vellum			$ -	
Half size vellum			$ -	
Full size mylar			$ -	$ 5.00

Travel Expenses:

Item Description	Number / Unit	Unit Price	Item Subtotal	Item Total Cost
Mileage	250	$ 0.625	$ 156.25	
Hotel	1	$ 250.00	$ 250.00	
Meals (Full Day)	2	$ 64.00	$ 128.00	
Meals (Travel Day)	1	$ 48.00	$ 48.00	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	$ 582.25

TOTAL DIRECT EXPENSES	$ 587.25

FEE PROPOSAL

ROUTE:	ITS Infrastructure Expansion	Project No.:	STP-M-9305 (26)
DESCRIPTION:	Various Corridors in Franklin	PIN No.:	116144.00
COUNTY:	Williamson County		
CONSULTANT:	Kimley-Horn and Associates, Inc.		
Prepared By:	Chris Rhodes		
Date Prepared:	10/17/2024		

TN TDOT Department of Transportation

COMPLETE SURVEY SHEETS FIRST IF SURVEY IS INCLUDED IN THE CONTRACT.
PROCEED WITH FEE PROPOSAL IF SURVEY IS NOT INCLUDED.

This sheet perfoms fee proposal calculations for each phase of the project and total project. Net Fee is computed by Net Fee Calculator
Enter the appropriate overhead rate & fill in shaded boxes that apply for each phase.

Version 2.27

Data For Fee Calculations

Overhead Rate = **196.80%** **

** **(State Project Maximum overhead rate = 145%)**
** **(Federal Project Maximum overhead rate per External Audit Report)**

Total Project

1	Direct Labor (Sum of Survey, Prel., R.O.W., & Const. Direct Labor)		=	$	22,880.00
2	Overhead (Overhead rate X direct labor)	(Overhead Rate = 1.9680)	=	$	45,027.84
3	**Subtotal 1 + 2**		=	$	67,907.84
4	Net Fee = 12.0% (Direct labor + Overhead) X 0.NF	(Rounded to nearest $10.)	=	$	8,148.94
5	**Subtotal 3 + 4**		=	$	76,056.78
6	Direct Expense		=	$	587.25
7	**Total Project** (Total 5 + 6)		=	$	76,644.03

Total Contract	**$**	**76,644.03**
Total Contract (Rounded)	**$**	**76,640.00**

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

File #: 21-0785

DATE: September 19, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Emily Wright, Director of Planning and Sustainability
Kelly Dannenfelser, Asst. Director of Planning
Emily Huffer, Preservation Planner

SUBJECT:

Consideration Of Procurement Award To The Lakota Group Of Chicago, Illinois In The Total Lump-Sum Amount Of $197,752 For Consulting Services For The City Of Franklin Preservation Plan Update (Purchasing Office Procurement Solicitation No. 2025-004; $200,000 Budgeted In 110-82560-41700 For Fiscal Year 2025; Contract No. 2024-0385)

PURPOSE:

The purpose of this procurement is to obtain consulting services for the City of Franklin Preservation Plan update. The purpose of the Preservation Plan update would be to utilize a proactive approach to update the City's Preservation Plan, which was last updated in 2001, and thus maintain the unique character that is seen throughout the City of Franklin.

BACKGROUND/STAFF COMMENTS:

The City published on August 29, 2024 a Notice to Proposers in the *Williamson Herald* for consulting services for the City of Franklin Preservation Plan update. In addition, solicitation documents were sent on or about the same date directly to five (5) potential proposers known or thought to be interested in this solicitation. Proposals from four (4) service providers were publicly opened at the submittal opening held on October 15, 2024. A tabulation of the proposals received for this solicitation is attached.

The proposal evaluation team, consisting of four staff of the Planning and Sustainability Department and two staff of the Parks Department, recommended the City interview all four firms submitting proposals. Following these interviews, using evaluation criteria included in the request for proposals, the proposal evaluation team / interview panel recommends the City select the firm of The Lakota Group. The evaluation criteria included in the request for proposals consisted of (a) experience and qualifications (40%), (b) unique strengths of the proposal (20%), (c) methodology and approach; pricing and payment clarity (10%), (d) schedule (10%), (e) thoroughness and quality of proposal (10%), and (f) proposed fee (10%). Relative strengths identified by the proposal evaluation team / interview panel for the recommended firm include its presentation, both written and oral, its energy, creativity, use of local subconsultants and aspiration to be bold, the quantity of firm staffing that would be dedicated to the project, and being well positioned to meet or exceed the City's needs and expectations.

A reference check by staff for The Lakota Group yielded favorable feedback.

FINANCIAL IMPACT:

The proposal ranked highest by the proposal evaluation team, from The Lakota Group, is in the amount of $197,752 for the required products and services. The Planning and Sustainability Department budget for fiscal year 2025 allocates $200,000 out of the General Fund for the purchase of consulting services for the City of Franklin Preservation Plan update. The proposal amount for the proposal from The Lakota Group is $2,248 (1%) under budget.

RECOMMENDATION:

Staff recommends that the City accept, contingent upon Law Department and City Administrator approval of City Contract No. 2024-0385, the proposal ranked highest by the proposal evaluation team / interview panel, from The Lakota Group, in the amount of $197,752 for the required products and services, and award this procurement to this proposer. The City's Purchasing Manager believes the prepared solicitation documents as distributed allowed for competition among multiple service providers, and that the staff recommendation appears to be made in a fair and impartial manner based upon the proposals received. Pursuant to authority previously granted by the Board of Mayor and Aldermen, Contract No. 2024-0385 has been prepared for execution by the City Administrator pending approval by the Board of Mayor and Aldermen of the staff recommendation to accept the proposal from and award the procurement to The Lakota Group.

Tabulation of results from submittal opening for City of Franklin, TN Procurement Solicitation No. 2025-004*

Event Number	2025-004 Addendum 1		**Organization**	City of Franklin, TN eBid		
Event Title	Consulting Services for the City of Franklin Preservation Plan Update		**Workgroup**	Purchasing		
Event Description	Consulting Services for the City of Franklin Preservation Plan Update		**Event Owner**	Suzanne Ward		
Event Type	RFP		**Email**	suzanne.ward@franklintn.gov		
Issue Date	8/29/2024 03:40:10 PM (CT)		**Phone**	615-550-6698		
Close Date	10/15/2024 02:00:00 PM (CT)		**Fax**	n/a		

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total	Avg points allocated by evaluation team/interview panel (out of a possible 100, utilizing evaluation criteria as listed in RFP) after interviews:
Chronicle Heritage (PaleoWest)	Tallahassee	FL	10/11/2024 02:24:00 PM (CT)	1	$59,948.35	54.33
The Walker Collaborative, LLC	Nashville	TN	10/10/2024 05:38:08 PM (CT)	1	$189,320.00	75.50
The Lakota Group	Chicago	IL	10/14/2024 03:32:53 PM (CT)	1	$197,752.00	83.03
MKSK (MKSK, INC)	Atlanta	GA	10/10/2024 12:47:36 PM (CT)	1	$198,499.00	65.85

Prepared 11/15/2024 by
City of Franklin, TN Purchasing Office

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

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

File #: 21-0966

DATE: November 5, 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
Andrew Orr, Long Range Planning Supervisor

SUBJECT:

Presentation Of Annexation Capabilities Analysis And Infrastructure Cost Estimates

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning growth and development and infrastructure alignment.

BACKGROUND/STAFF COMMENTS:

This presentation is intended to provide information to the Board of Mayor and Alderman regarding the development potential and infrastructure cost estimates of the West, Goose Creek, and Mayes Creek drainage basins throughout the City and within the City's Urban Growth Boundary. This is a follow-up presentation to the Annexation Capabilities Analysis that was presented at the September 24, 2024 BOMA Work Session which provided an assessment of the developmental constraints and opportunities related to infrastructure within each drainage basin. This item is designed to provide the Board with cost information related to the West, Goose Creek, and Mayes Creek Basins to help prioritize development attention and to help inform infrastructure investments.

FINANCIAL IMPACT:

No direct financial implications at this time, but cost estimates are provided in the presentation related to potential roadway improvements, sewer extensions, and fire facilities.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the analysis.

Growth Potential and Costs Estimates by Drainage Basin

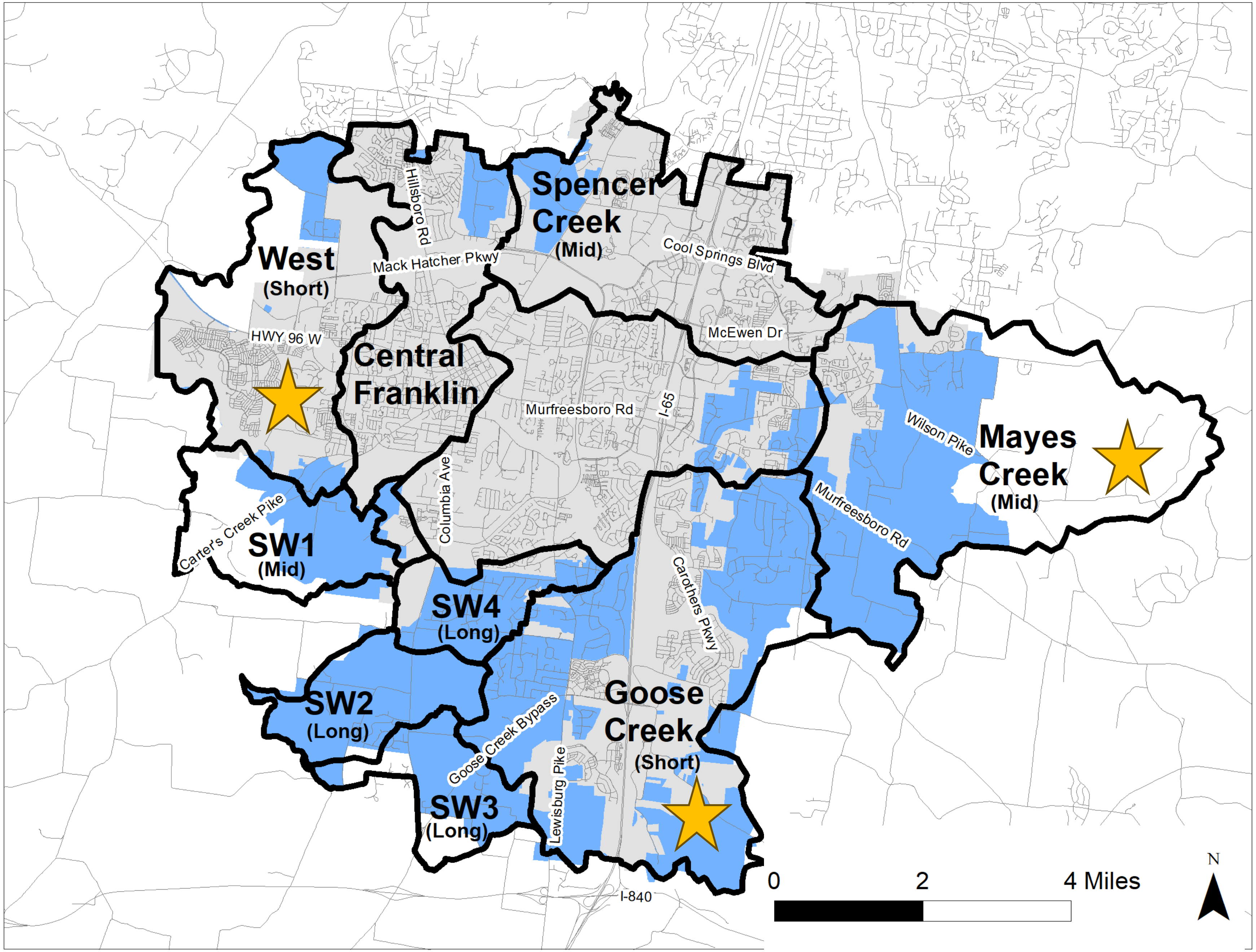
Development & Infrastructure Alignment

- Annexation Capabilities Recap
- Short and Mid-Term Growth Areas with Cost Estimates
- Summary Chart
- Discussion and Next Steps

Staff Analysis of Short and Mid-Term Growth Areas

- Studied each drainage basin along edges of the UGB:
- “Developable acreage” in UGB and City limits:
  - Properties exceeding two acres
  - Excludes Conservation areas
  - Excludes entitled projects
  - Does not mean development is imminent
- Ability to serve and cost estimates
  - Sewer (gravity vs. pump stations and force mains)
  - Key Roadway Infrastructure
    - Not exhaustive list of projects
  - Fire Service (stations/ response times)
- Cost estimates are approximate and provided by city staff for West, Goose Creek, and Mayes Creek Basins

Drainage Basins & Annexation Capabilities



Legend

Waste Water Drainage Basins

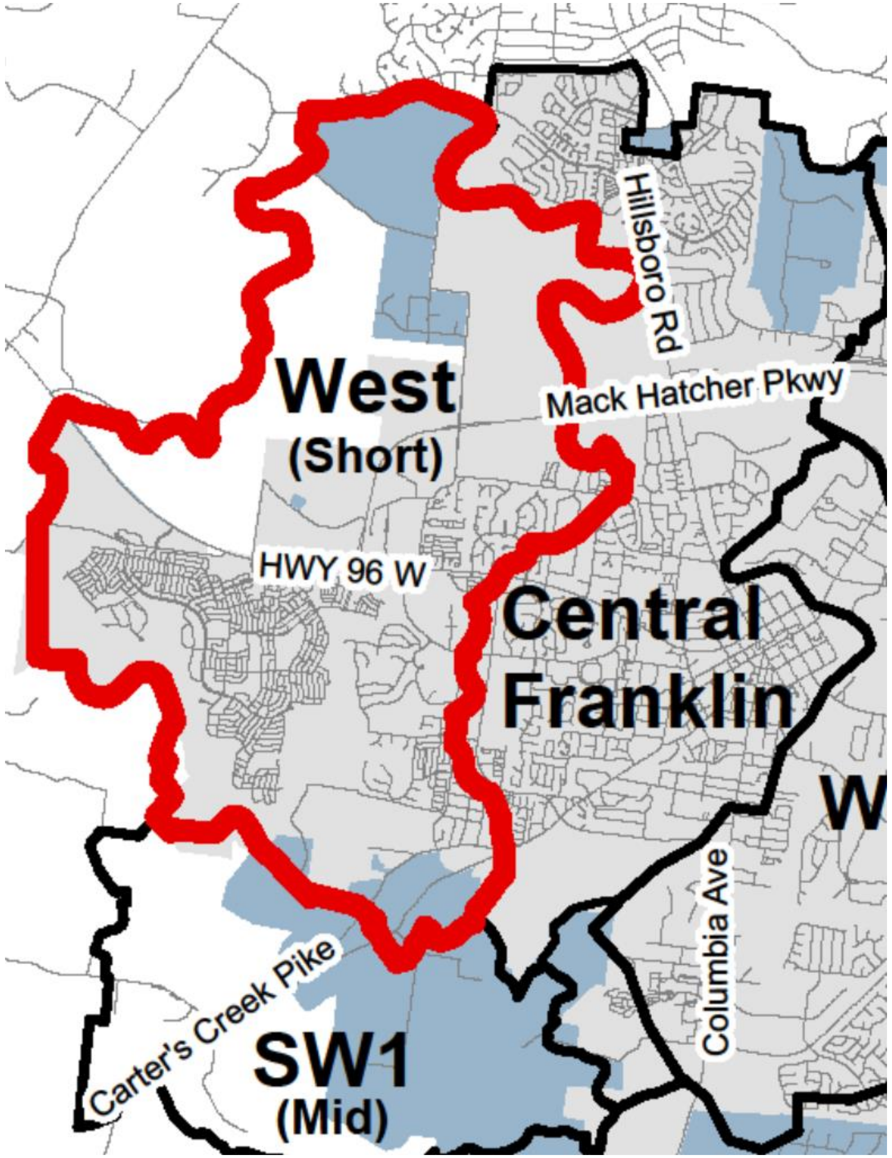
City Limits

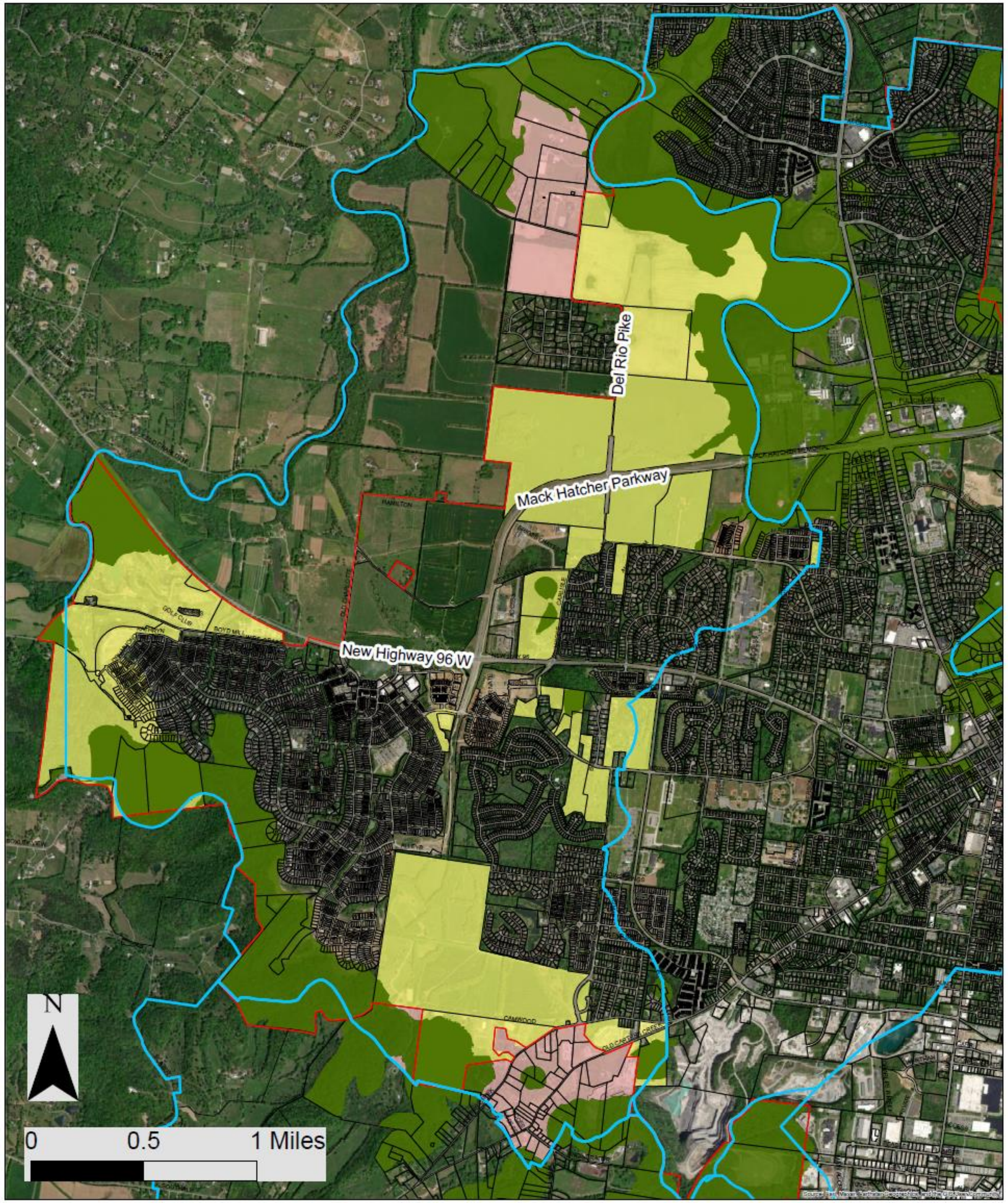
2024 Franklin UGB

Short-Term Capability

- Sewer Service:
  - Sewer infrastructure is nearby
  - Old Charlotte Pike pump station will remain and service area
- Key Roadway Infrastructure:
  - Mack Hatcher Pkwy NW widening
  - Del Rio Pike improvements
  - High-volume local concept in Connect Franklin
- Emergency Response:
  - Fire Station #8 (Westhaven) can serve the area adequately

West Basin





Legend

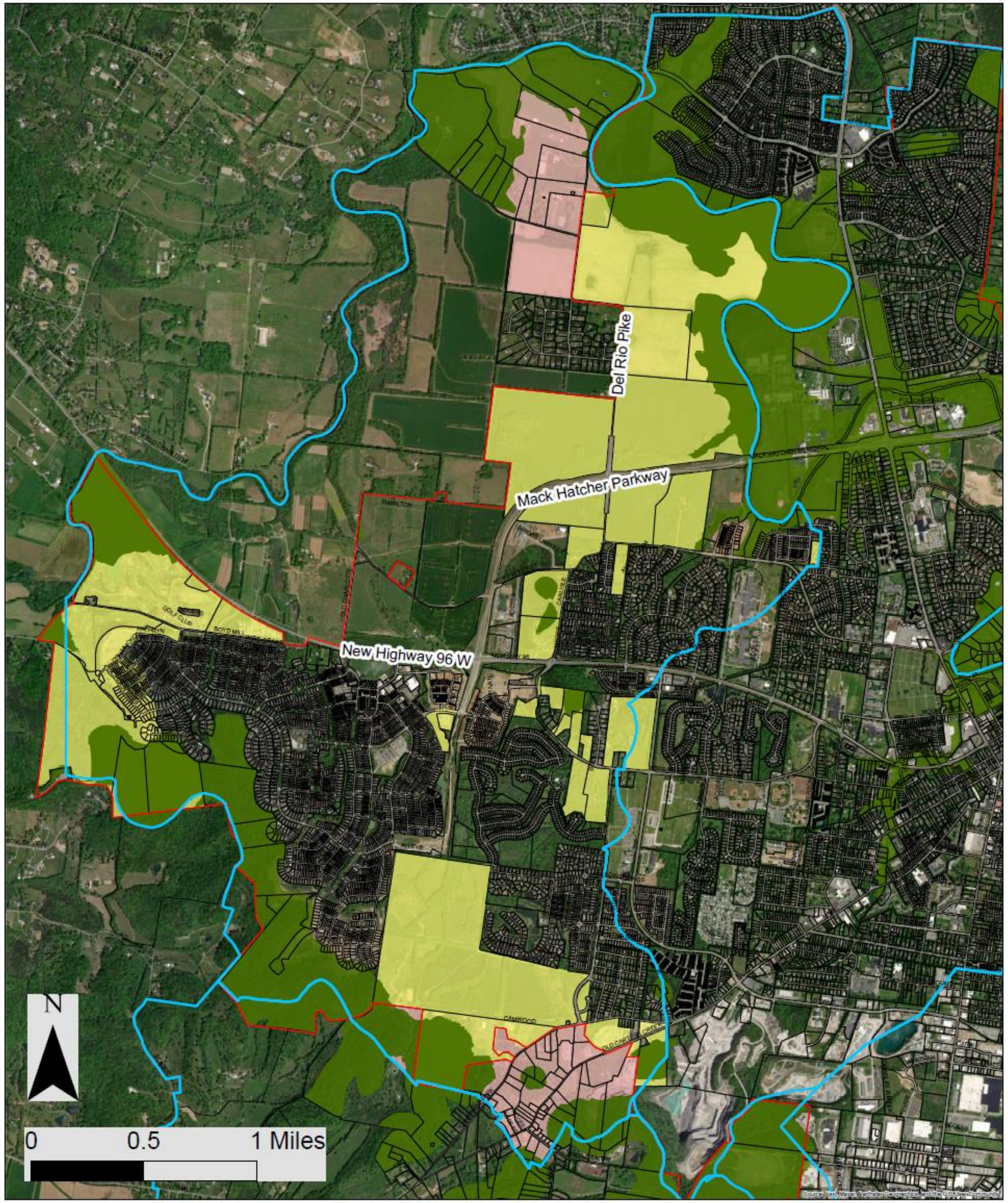
- Drainage Basins
- City Limits
- Conservation
- Developable Parcels Within City Limits
- Developable Parcels Within UGB

Developable Acreage:

- Area deemed developable in UGB (pink): 365 ac
- Area developable in city limits (lime green): 1,276 ac
  - Includes Westhaven golf course, however, unlikely to change (approx. 105 acres are developable)
  - Significant development projects underway such as Westhaven, Hamilton, Reese Farms, and Armistead
- 78% of the developable acreage is already within the City limits

Future Land Uses:

- Conservation, residential (variety of types & sizes), limited commercial uses



Legend

- Drainage Basins
- City Limits
- Conservation
- Developable Parcels Within City Limits
- Developable Parcels Within UGB

Potential Infrastructure Costs in West Basin:

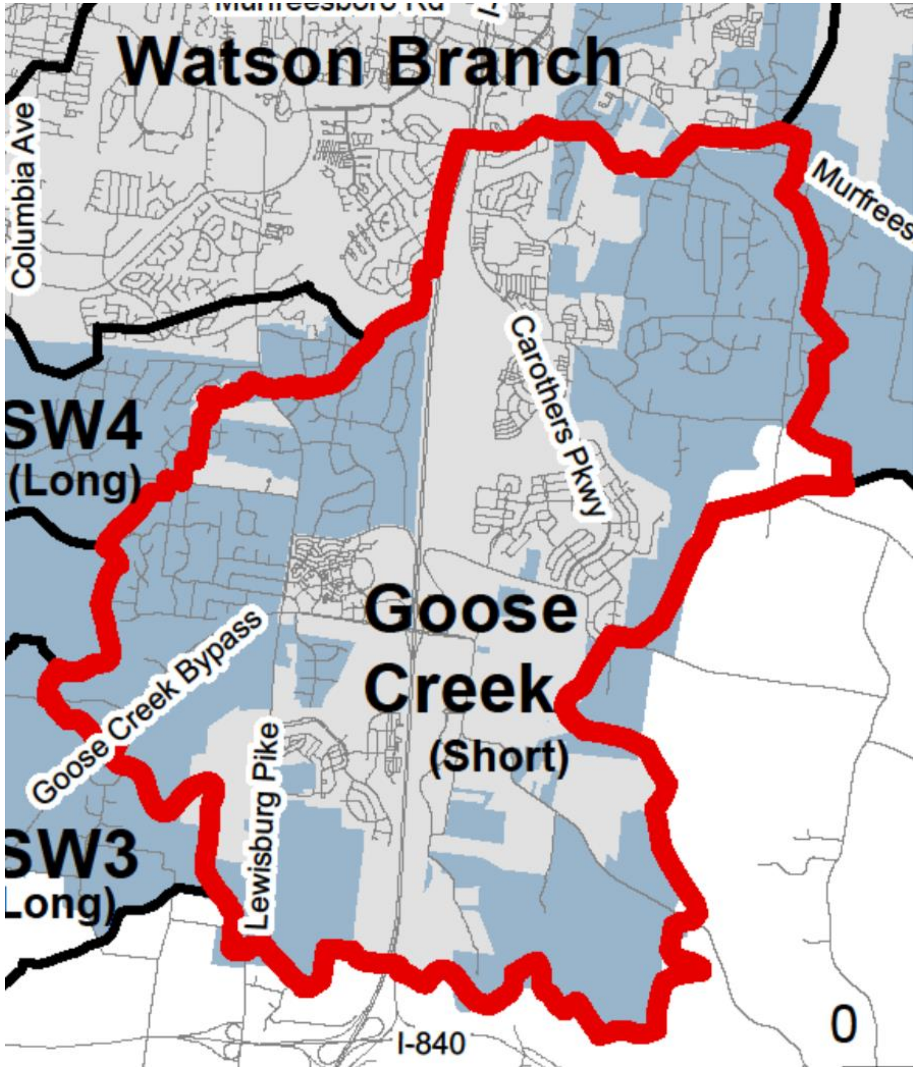
- Key Roadway Improvements Total: $133M
  - Mack Hatcher Pkwy NW: 90M
  - Del Rio Pk: 43M
  - High Volume Local-N/A
- Sewer Costs: $34M
- Fire: Existing stations would serve area
- Total Infrastructure: $167M

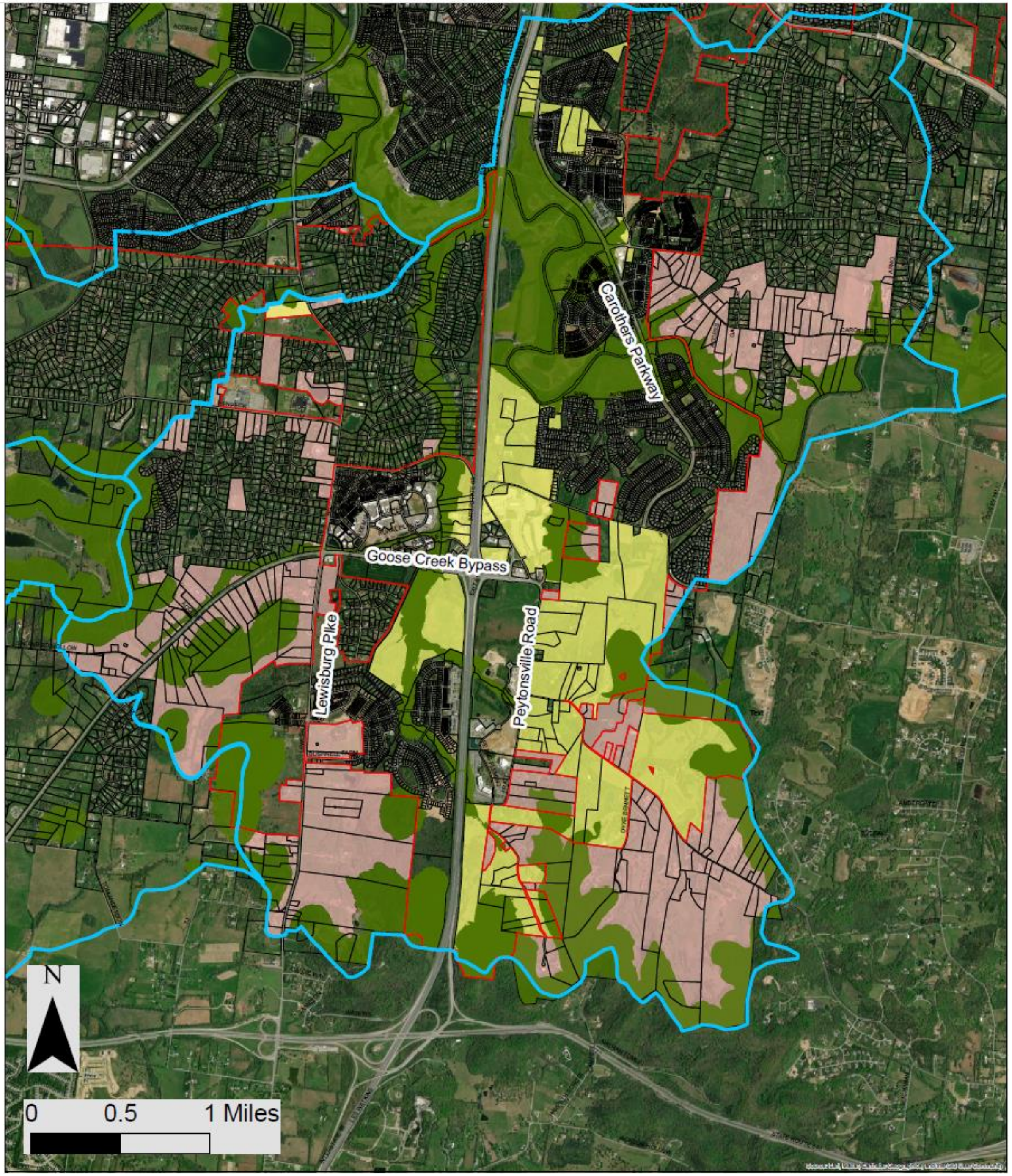
Cost per developable acre: $102,000 per acre

Goose Creek Basin

Short-Term Capability

- Sewer Service:
  - Infrastructure is in the area to serve with gravity sewer, expansion needed in southeast
- Key Roadway Infrastructure:
  - Proximity to I-65 allows for potential density
  - Carothers extension with development past Long Ln
  - Goose Creek Bypass extension
  - Long Lane overpass
  - Peytonsville extension near and mid term sections
  - Pratt Lane improvements
  - Lewisburg Pike improvements long term (up to State)
- Emergency Response:
  - Existing fire stations 7 (Goose Creek) and 2 would be able to serve area adequately





Legend

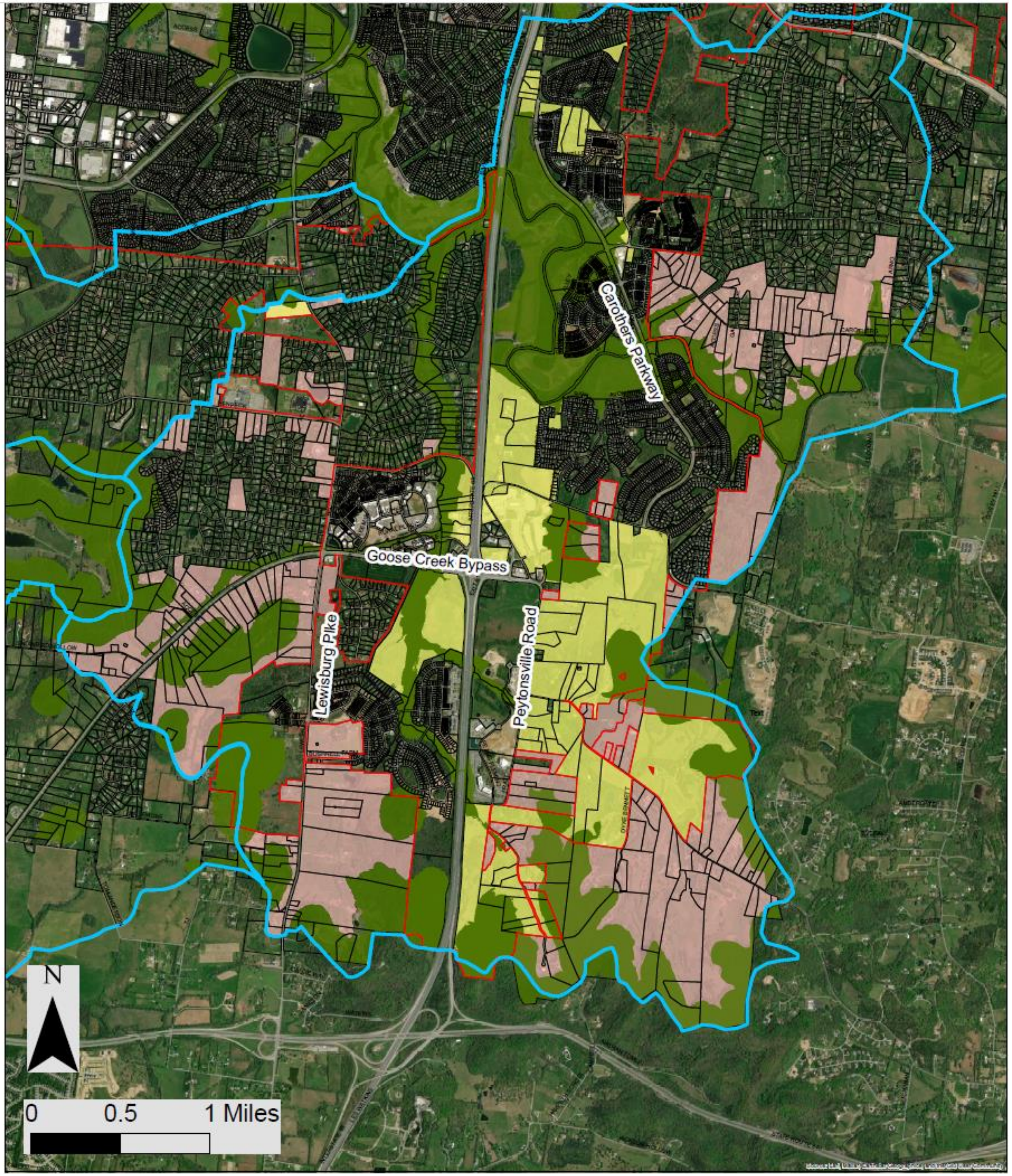
- Drainage Basins
- City Limits
- Conservation
- Developable Parcels Within City Limits
- Developable Parcels Within UGB

Developable Acreage:

- Area deemed developable in UGB (pink): 2,400 ac
- Area developable within city limits (lime green): 600 ac
- Significant development projects underway including Berry Farms Town Center, Reams-Fleming Tract, Southbrooke, Southvale, Stream Valley, and In-N-Out Burger.
- 20% of the developable acreage is within the city limits

Future Land Uses:

- Conservation, residential (variety of types and sizes), regional commerce, neighborhood mixed-use, civic/institutional



Legend

- Drainage Basins
- City Limits
- Conservation
- Developable Parcels Within City Limits
- Developable Parcels Within UGB

Potential Infrastructure Costs in Goose Creek Basin:

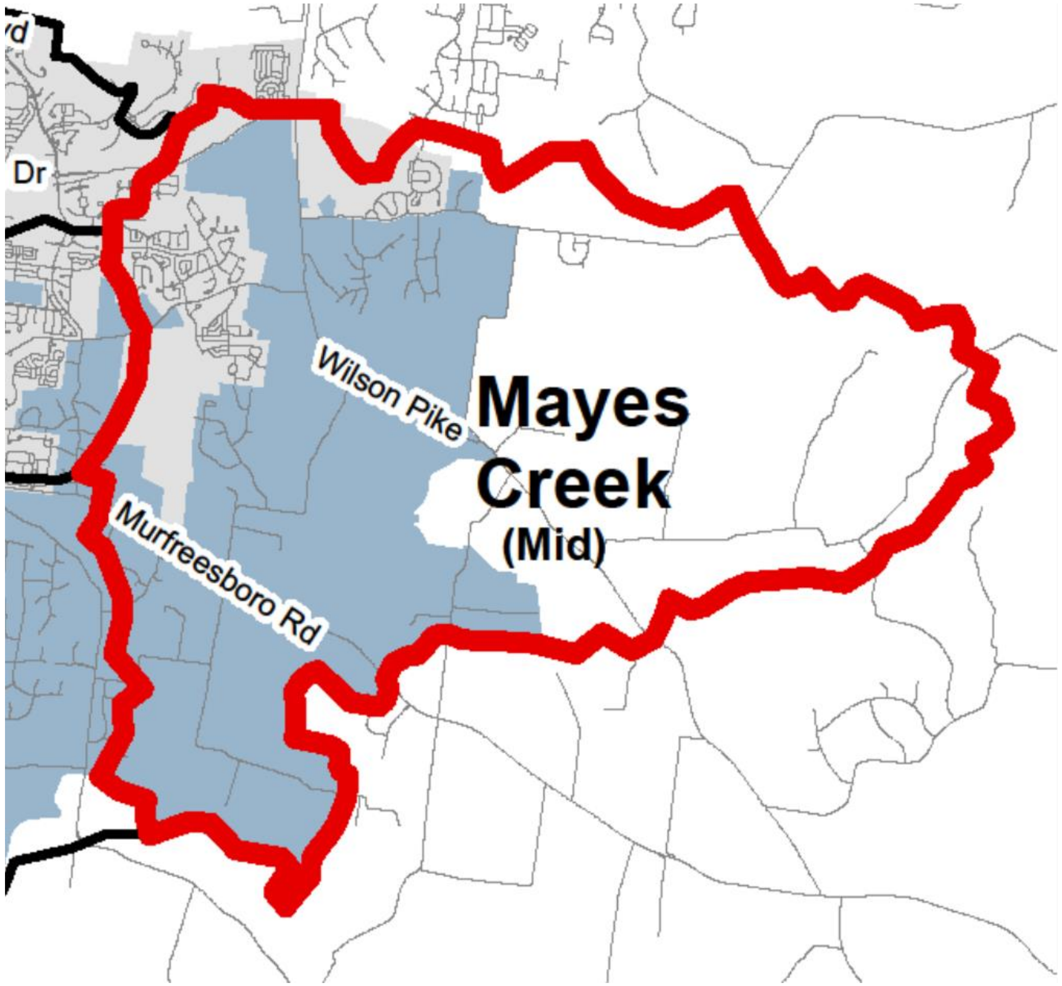
- Key Roadway Improvements Total: $231M
  - Goose Creek Bypass Ext: $30M
  - Peytonsville Rd: $24M
  - Pratt Lane: $8M
  - Carothers Pkwy Ext: $39M
  - Long Lane Overpass: $28M
  - Lewisburg Pk: 50M
  - Southern Flyover: $52M
- Sewer Costs: $80M
- Fire: Existing station would serve area
- Total Infrastructure: $311M

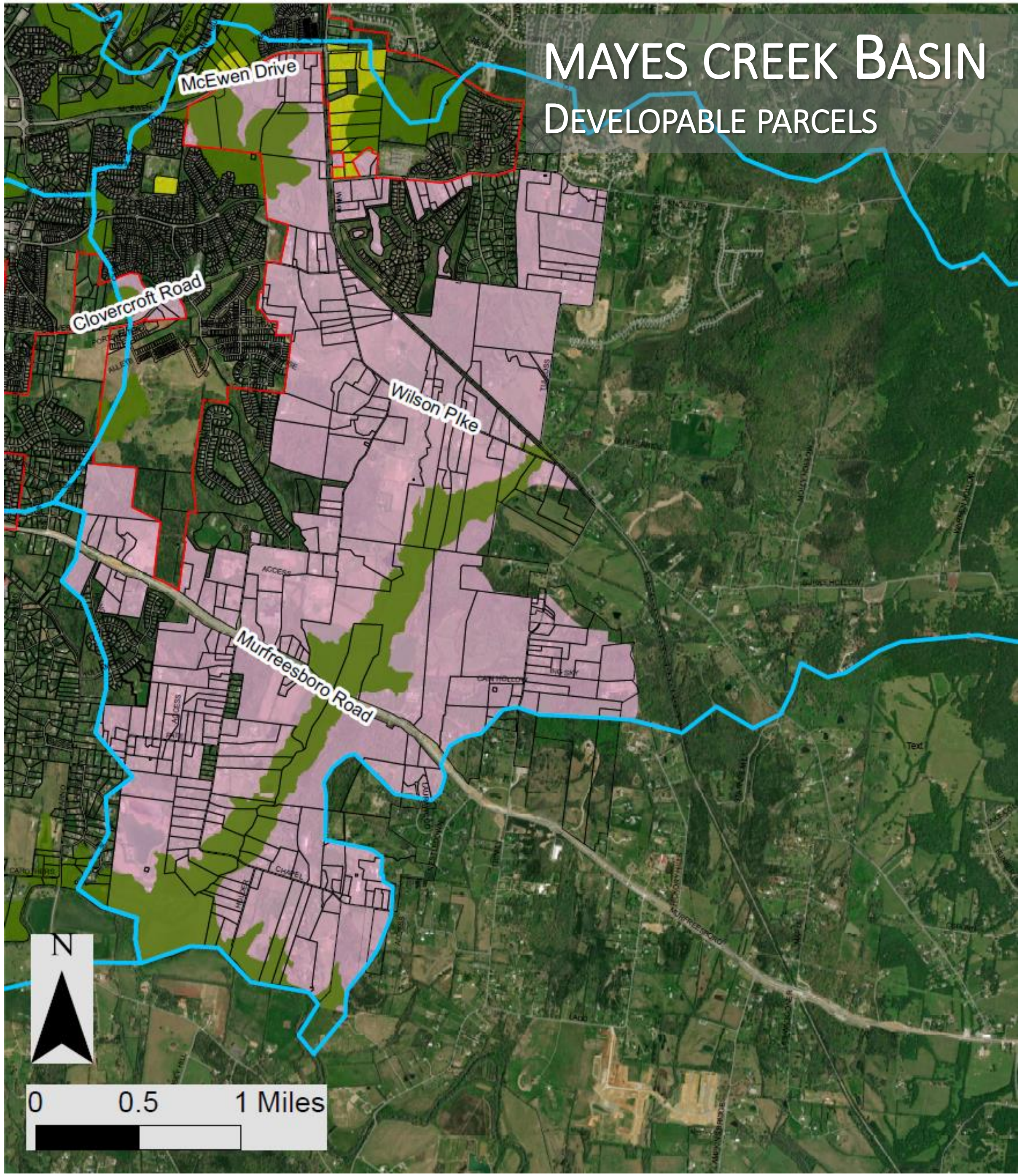
Cost per developable acre: $102,000 per acre

Mayes Creek Basin

Mid-Term Capability

- Sewer Service:
  - Could be served with gravity sanitary sewer with large investment
  - Will likely need South Plant for large development(s) or regional pump station (like Westhaven)
  - New water tank from Milcrofton by 2025
- Key Roadway Infrastructure:
  - Murfreesboro Rd has been widened
  - Market St and McEwen Drive extension are near term
  - Wilson Pike is mid-term (up to State)
  - Arno Road improvement is long term
  - Liberty Pike extension is long term
  - Clovercroft Rd improvement needed
- Emergency Services:
  - New station needed. Extended response times may necessitate a temporary station. Stations 6, 2 and potentially 7 would serve in the interim. Water supply, large setbacks, hydrant availability. Supplement tanker support for water supply, not currently in fleet.





Legend

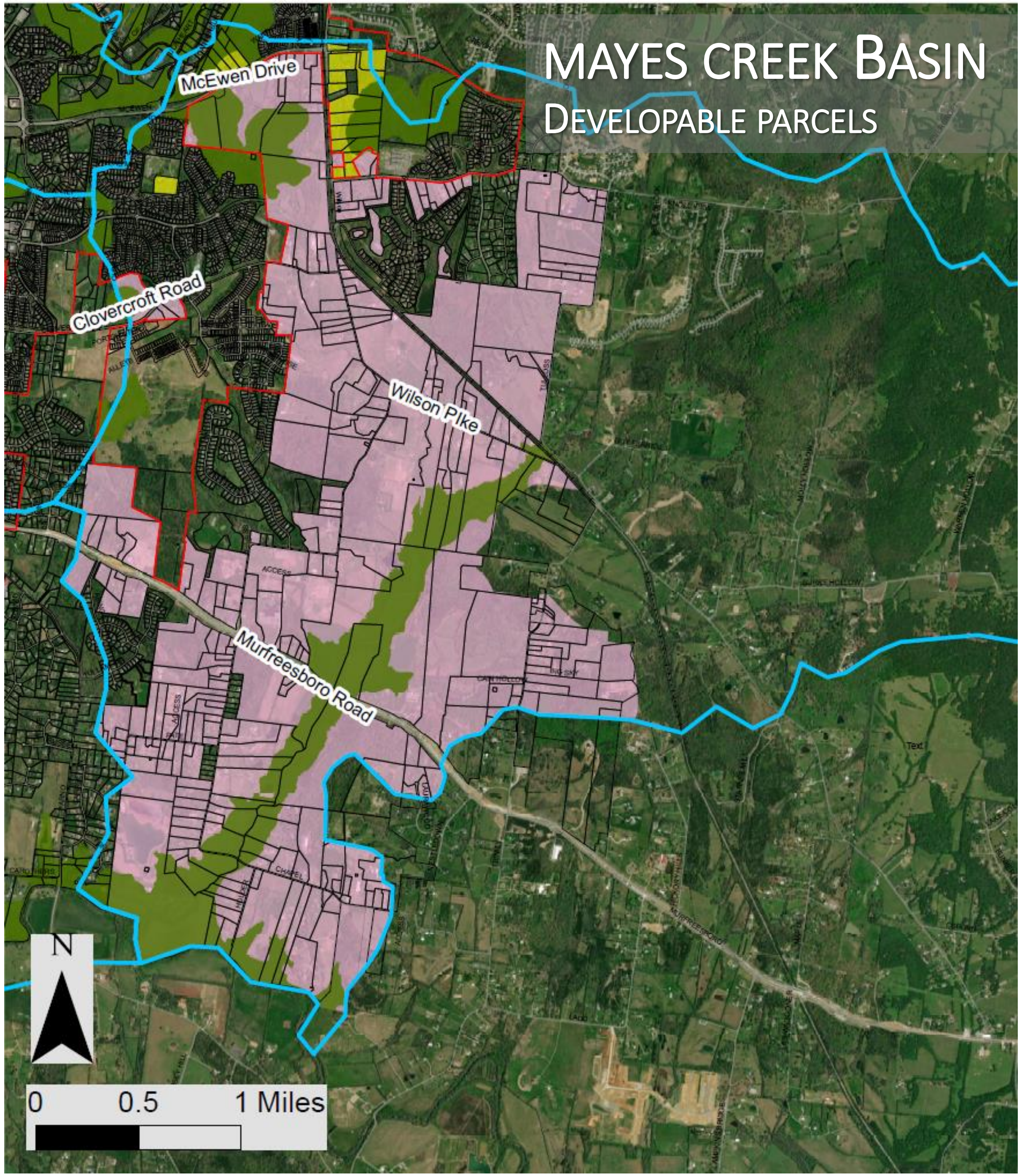
- Drainage Basins
- City Limits
- Conservation
- Developable Parcels Within City Limits
- Developable Parcels Within UGB

Developable Acreage:

- Area developable in UGB area (pink): 3,050 ac
- Area developable within city limits (lime green): 50 ac
- Poplar Farms is the most significant development underway.
- 2% of the developable acreage is within the city limits

Future Land Uses:

- Conservation, residential (mostly low density), neighborhood commercial uses, civic/institutional



Legend

- Drainage Basins
- City Limits
- Conservation
- Developable Parcels Within City Limits
- Developable Parcels Within UGB

<u>Potential Infrastructure Costs in Mayes Creek Basin</u>:

- Key Roadway Improvements Total: $250M
  - Liberty Pike: 11M
  - Clovercroft Road: 44M
  - Arno Road: 50M
  - E. McEwen Drive: $70M
  - Wilson Pike: $75M
  - Market Street: N/A
- Sewer Costs: $45M
- Fire: $13M for new station plus $1.26M operating cost
- Total Infrastructure: $308M

Cost per developable acre: $99,000 per acre

Short and Mid-Term Annexation Areas

Basin	Total Developable Acreage	Sewer Capability	Road Infrastructure Key Projects	Fire Service	Cost Estimates	Cost Per Developable Acre
Goose Creek 5,280 acres in UGB	Total = 3,000 ac 2,400 ac in UGB 600 ac in COF limits	Gravity sewer nearby, expansion needed in SE	TOTAL: $231M Pratt Lane: $8M Peytonsville Rd: $24M Long Lane Overpass: $28M Goose Creek Bypass Ext: $30M Carothers Pkwy Ext: $39M Lewisburg Pk: 50M *Southern Flyover: $52M	Existing station would serve	Total =$311 M Sewer: $80M Key Road Projects: 231M Fire: N/A	$104,000/ac for Key Roadway Projects and sewer
Mayes Creek 4,230 acres in UGB	Total = 3,100 ac 3,050 ac in UGB 50 ac in COF limits	Gravity sewer Major extension/ investment Likely need South Plant Regional pump station Milcrofton water tank 2025	TOTAL: $250M Liberty Pike: 11M Clovercroft Road: 44M Arno Road: 50M E. McEwen Drive: $70M Wilson Pike: $75M Market Street: N/A	New station needed $1.26M annually to staff & operate	Total : $308M Sewer: $45M Key Road Projects: $250M Fire: $13M	$99,000/ac for Key Roadway Projects, sewer, and fire
West 770 acres in UGB	Total = 1,643 367 ac in UGB 1,276 ac in COF limits	Available	TOTAL: $133M Del Rio Pk: 43M Mack Hatcher Pkwy: 90M High Vol. Local-N/A	Existing station would serve	Total: $167M Sewer: $34M Key Road Projects: $133M Fire: N/A	$102,000/ac for Key Roadway Projects and Sewer

*Includes Arno Road which is anticipated to cost $50 million but would serve both basins

Overview of Basins

Nearly 80% of the developable acreage in the **West Basin** has been annexed. There are significant projects underway and entitled. Sewer and a Fire Station are already in place, but improvements are needed to Mack Hatcher Parkway and Del Rio Pike.

20% of the developable acreage in the **Goose Creek Basin** has been annexed. This is currently a high growth mixed-use area and is expected to continue. Sewer is nearby and a new Fire Station has been built. Continued investment in roadway improvements will be needed.

Less than 2% of the developable acreage in the **Mayes Creek Basin** has been annexed. Sewer infrastructure is unavailable and a new Fire Station would be needed to serve the area. Roadway improvements would be needed to comprehensively serve the basin.

Key Considerations

The proximity and availability of sewer infrastructure is a significant driver for the location and timing of new growth and development.

A new south plant will be needed to support future growth and development, regardless of basins. The estimated cost of the new south plant is $325 Million for a 6 MGD plant.

The buildout of each of the three basins will ultimately necessitate significant infrastructure investments over time as development occurs. The combined magnitude of costs is approximately $800M for all three basins.

The high cost of infrastructure improvements makes it difficult to adequately grow in multiple areas of our UGB simultaneously. What is a fiscally responsible way to respond to development requests?

Key Criteria for Evaluating Development Requests

Where decisions have already been made for annexation and infrastructure extensions?

Where development projects have already been entitled with City commitments of services?

Overall cost of providing services to the basin?

Time to market?

City of Franklin

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

File #: 21-05972

DATE: November 13, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Michelle Hatcher, Director of Water Management

SUBJECT:

Discussion Regarding The 2024 Water And Sanitary Sewer Cost Of Service Study And Rate Plan WS 11/12/24

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the cost of service study performed by Hazen and Sawyer for the impact to the water, sewer, and reclaimed rates.

BACKGROUND/STAFF COMMENTS:

The Water Management enlisted the help of Hazen and Sawyer to perform a cost of service study in 2023 to determine the sufficiency of water and sewer rates with respect to the current and proposed operation of the utility, and with respect to future growth that is anticipated for the area. This presentation will discuss revenue requirements for each utility in addition to identifying proposed rate structure for water, sewer, and reclaimed water.

During this presentation, staff is asking for specific recommendations on which scenarios for analysis:
-Recommended maximum impact fee for analysis
-Phasing plans for analysis
-Grandfathering information
-Indexing to Water & Wastewater CPI rather than the Food & Energy CPI.

FINANCIAL IMPACT:

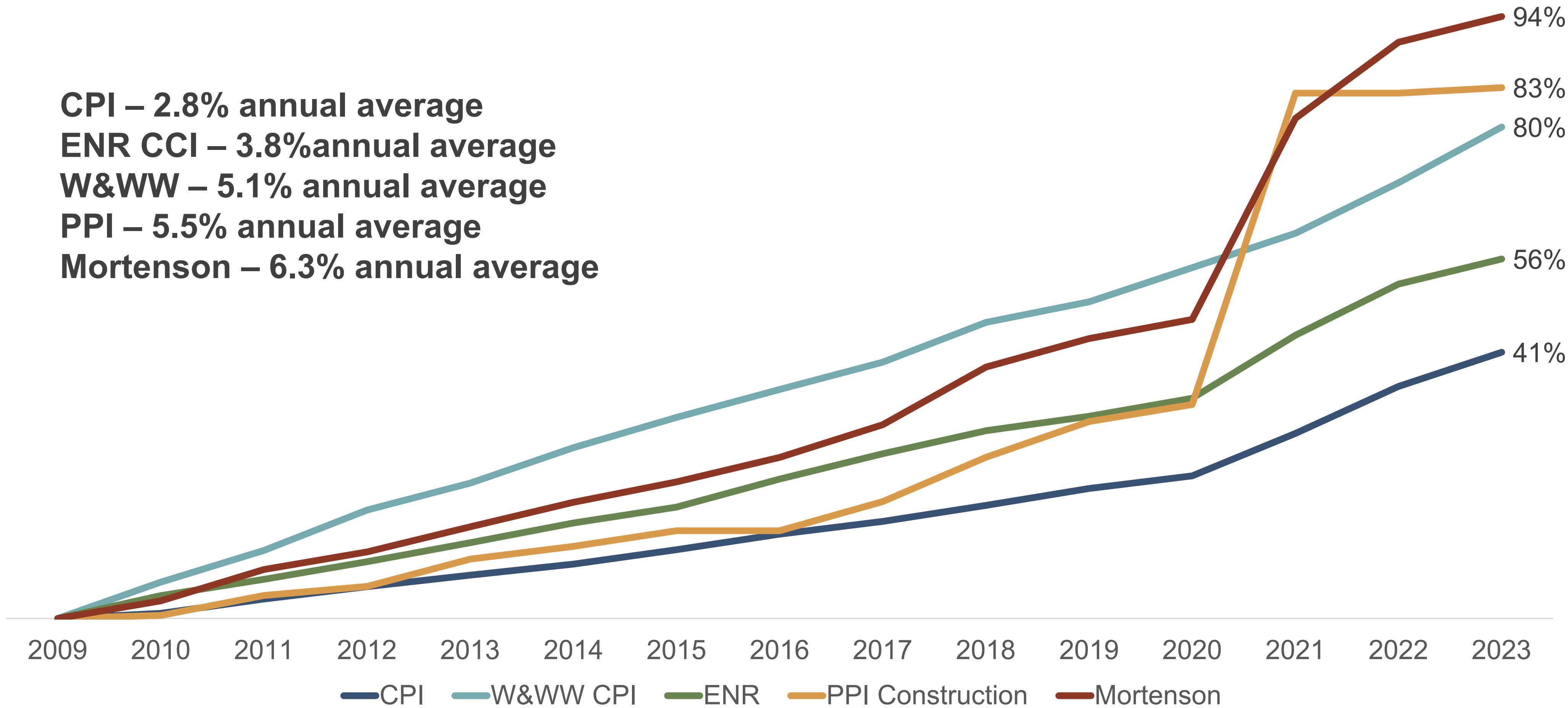
N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen provide guidance regarding the findings of the cost of service review based upon the questions outlined above so this item can be brought to the December 10, 2024 worksession with the results.

Franklin, TN Rate Study Update

National Water and Wastewater Inflation Trends Since 2009



Sewer Impact Fee Update

Impact Fee Methodology

One-time charge for new customer demand - Follows the principle of growth-pays-for-growth

System Value
(existing or new facilities)

System Capacity
(available or new capacity)

×

New Customer Capacity Demands

=

Impact Fee

Impact Fee is an economic analysis not a cash flow analysis

Buy-In Approach: utilities with available capacity for growth

Incremental Approach: utilities with no available capacity for growth

Hybrid Approach: utilities with available capacity and planned future capacity

Franklin's Sewer Impact Fee Calculation

Existing Capacity

Value of Assets –	$380M
Contributions –	($77M)
Existing Debt –	($124M)
Net Value –	$180M
Available Capacity	3.4 MGD (21.3%)
Capacity for New Customers	$38M

$38M
3.4MGD

Treatment Plant ($325M)
70% Debt Funded
Interest ($122M)

$445.9M
6MGD

New Capacity

$484M
9.40MGD

Sewer Impact Fee (Maximum Defensible Fee)

$18,000
Per SFUE

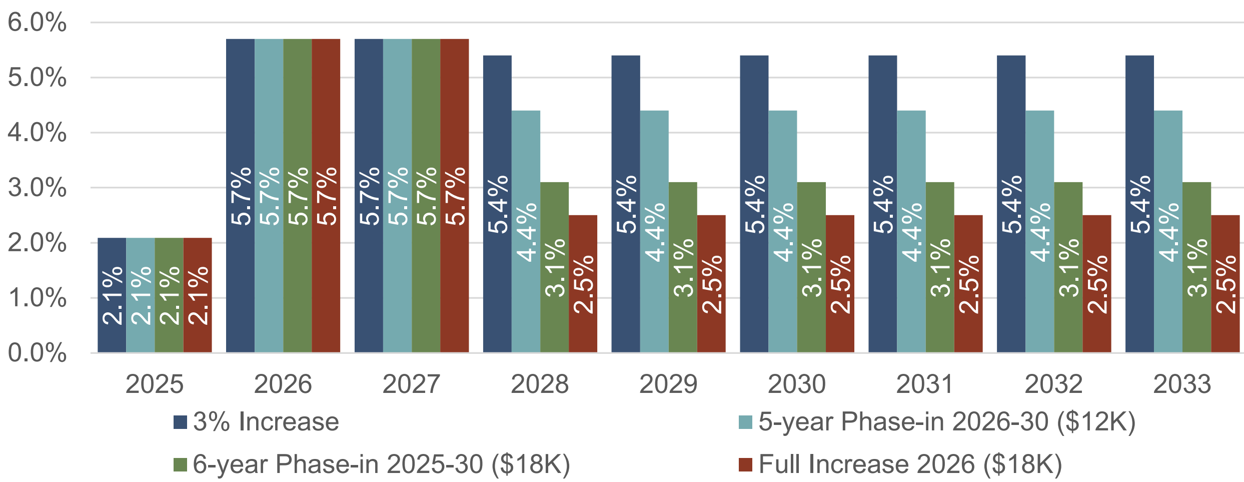
51.50 $/GPD X 350GPD

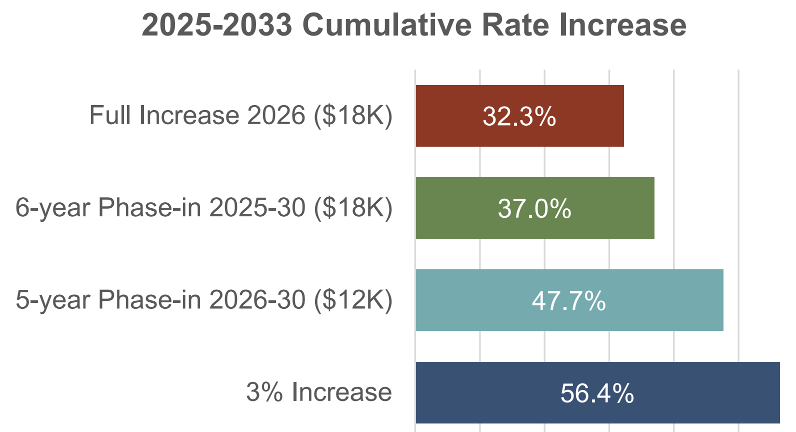
Sewer Impact Fee Summary

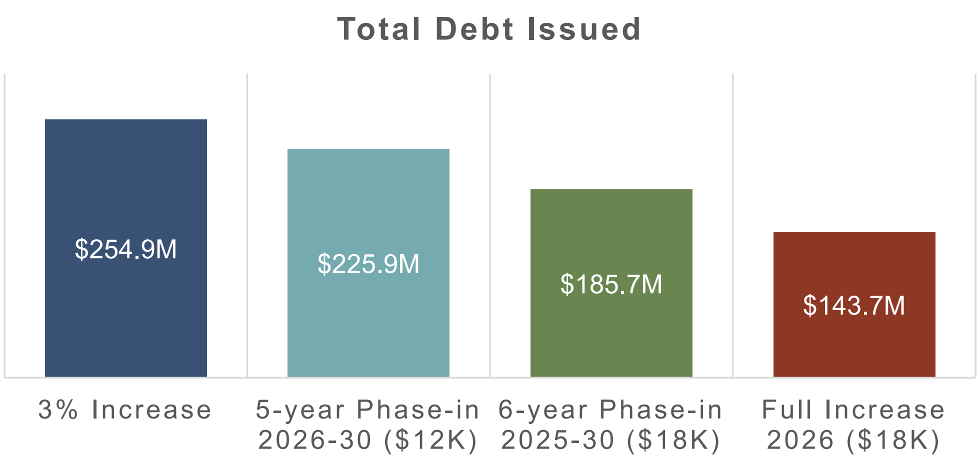
- Impact Fee results in a maximum defensible fee of $18,000 per SFE
- A lower fee can be approved as a policy decision.
- Adopted Fee and timing of implementation has an impact to existing customer's rates.
- Automatic inflationary fee indexing is recommended.

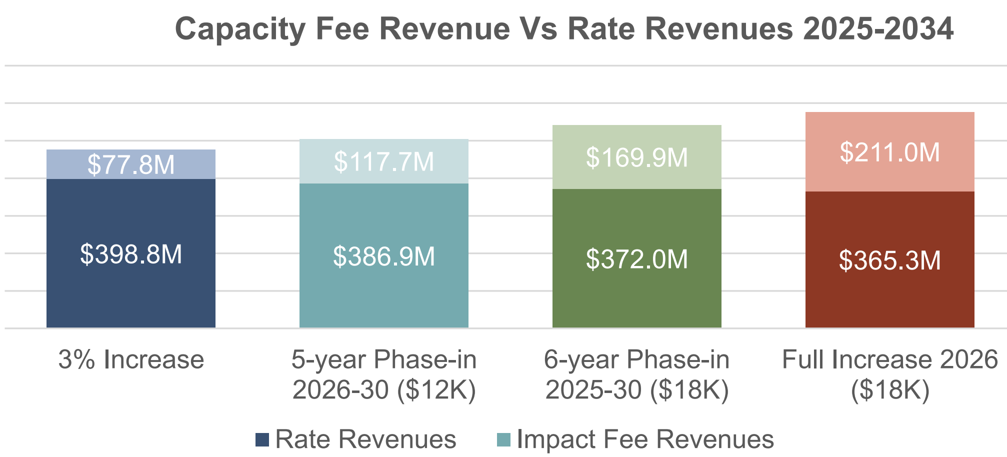
Sewer Scenarios

Four Scenarios, Existing Impact Fee (3%), 5-year Phase-in ($12K), 6-year Phase-in ($18K), Full Increase 2026 ($18K)

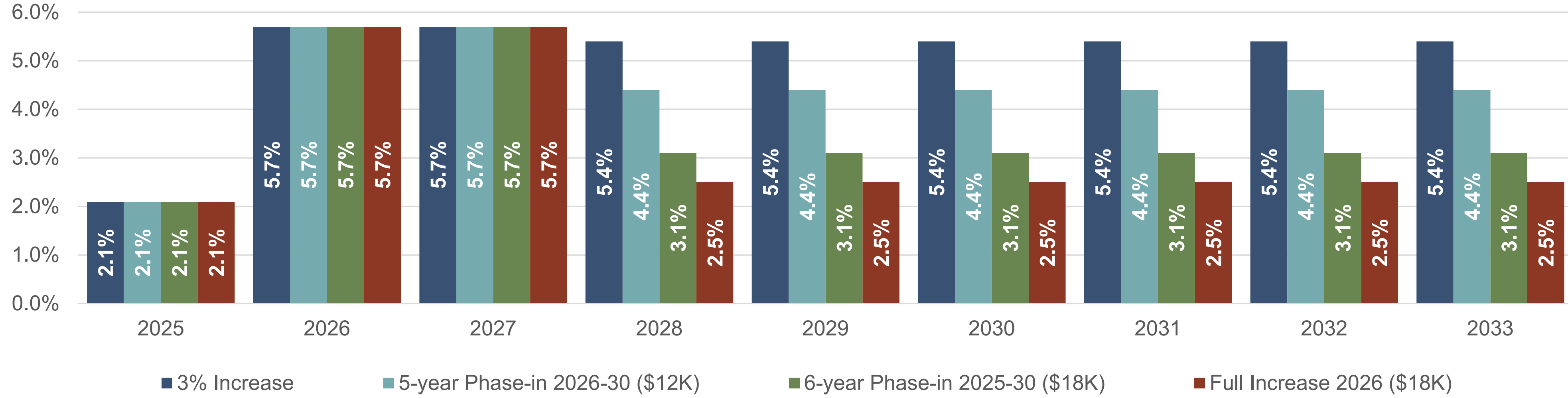


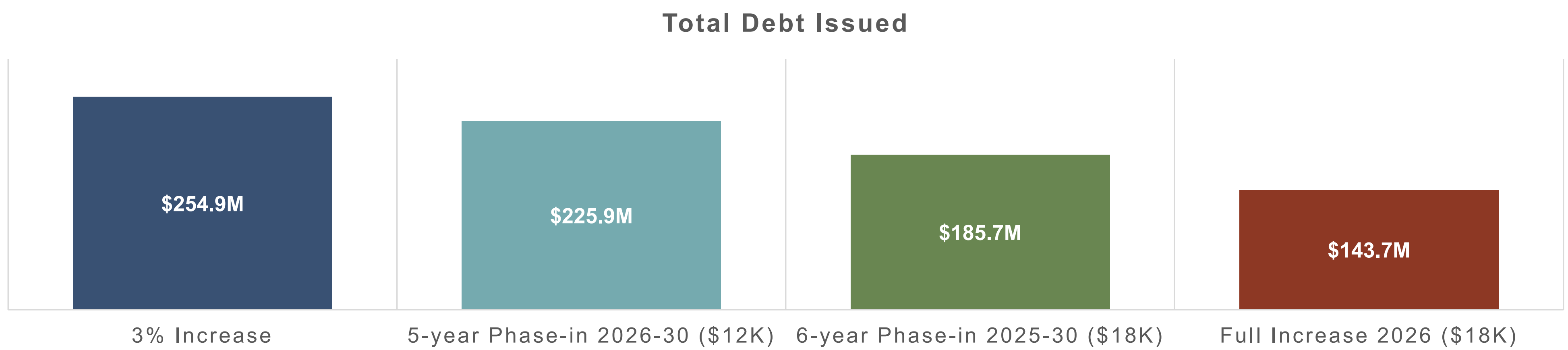






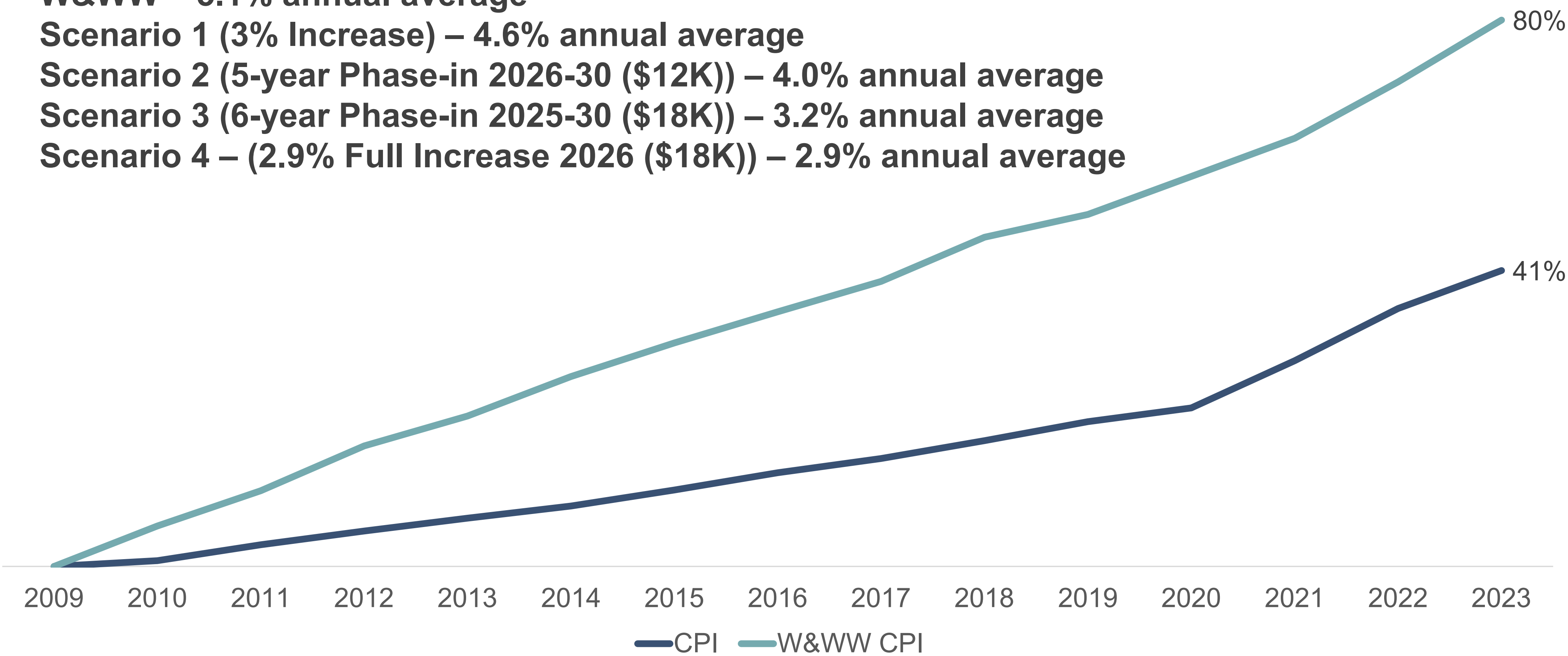
Summary Sewer Scenarios





Average Annual Increases Comparison

CPI – 2.8% annual average
W&WW – 5.1% annual average
Scenario 1 (3% Increase) – 4.6% annual average
Scenario 2 (5-year Phase-in 2026-30 ($12K)) – 4.0% annual average
Scenario 3 (6-year Phase-in 2025-30 ($18K)) – 3.2% annual average
Scenario 4 – (2.9% Full Increase 2026 ($18K)) – 2.9% annual average



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Questions?