



Meeting Agenda

Capital Investment Committee

Thursday, December 10, 2020

3:30 PM

Board Room

The Capital Investment Committee Meeting will limit physical access in the meeting room due to current limitations on public gatherings. Accommodations have been made to ensure that the public is able to participate in the meeting. The public may participate in the following ways: • Watch the meeting on FranklinTV or the City of Franklin website. • Watch the live stream through the City of Franklin Facebook and YouTube accounts. • Call in to the conference meeting 1-312-626-6799, Meeting ID: 947 0360 7520 Passcode: 182312. Callers will be unmuted and given an opportunity to comment during the meeting at specific times. • Limited viewing will be available in the lobby of City Hall to watch the live video and make public comment. • The public may email comments and questions prior to 2:30 p.m. on the day of the meeting to recorder@franklinton.gov to be read aloud. • Live comments and those submitted by email will be limited to 2 minutes. • City YouTube: <https://www.youtube.com/user/CityOfFranklin> • City Facebook Live: <https://www.facebook.com/CityOfFranklin> • City website: <https://www.franklinton.gov/franklin-tv>

CALL TO ORDER

MEETING PROCEDURE CHANGES

1. Consideration Of Resolution 2020-257, A Resolution Declaring That The Capital Investment Committee Shall Meet On December 10, 2020 And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

Sponsors: Shauna Billingsley

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes Of The October 22, 2020 Capital Investment Committee Meeting.

NEW BUSINESS

3. Election Of Chairman And Vice-Chairman, Effective 2021.

Sponsors: None

4. Consideration Of COF Contract No. 2020-0244, Between The City Of Franklin And Friends Of Franklin Parks, Inc., Lease Agreement For Event Spaces At The Park At Harlinsdale Farm.

Sponsors: Lisa Clayton

5. Consideration Of The Updated Master Plan For Liberty Park.

Sponsors: Lisa Clayton

6. Consideration Of Ordinance 2020-29, An Ordinance To Establish A School Zone On Carothers Parkway For Thales Academy.

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

7. Consideration Of Change Order 2 To COF Contract No. 2019-0236, A Construction Contract With Civil Constructors, LLC For The Municipal Services Complex Improvements At A Cost Increase Of \$319,188.41 Plus A Bonus For Early Completion Of \$47,000.00.

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

8. Consideration Of Draft Resolution 2020-253, A Resolution Authorizing The City Administrator To Approve Agreements And The Use of Condemnation, If Necessary, For The Acquisition Of Rights-Of-Way And/Or Easements For The Jordan Road Improvements Project (COF Project No. 2020-012).

Sponsors: Paul Holzen, Jonathan Marston, Sarah Roop

9. Consideration Of Resolution 2020-225, A Resolution To Supply Sanitary Sewer Services To 4038 Clovercroft Road.

Sponsors: Michelle Hatcher, Scott Andrews

10. Consideration Of COF Contract No. 2020-0278 With AECOM USA, Inc., A Professional Services Agreement For Pump Station Evaluation And Structural Support For Franklin Water Treatment Plant.

Sponsors: Michelle Hatcher

11. Capital Projects Dashboard & Status Updates For December 2020.

Sponsors: Paul Holzen, Jonathan Marston

OTHER BUSINESS

ADJOURN

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



File #: 20-01405

DATE: November 12, 2020
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2020-257, A Resolution Declaring That The Capital Investment Committee Shall Meet On December 10, 2020 And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 2020-257.

RESOLUTION 2020-257

A RESOLUTION DECLARING THAT THE CAPITAL INVESTMENT COMMITTEE SHALL MEET ON DECEMBER 10, 2020, AND CONDUCT ITS ESSENTIAL BUSINESS BY ELECTRONIC MEANS RATHER THAN BEING REQUIRED TO GATHER A QUORUM OF THE MEMBERS PHYSICALLY PRESENT IN THE SAME LOCATION BECAUSE IT IS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF TENNESSEANS IN LIGHT OF THE COVID-19 OUTBREAK

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

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

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

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

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

WHEREAS, on March 20, 2020, Governor Lee issued Executive Order No. 16, and later issued Executive Order No. 34, Executive Order No. 51, Executive Order No. 60, and Executive Order No. 65 allowing electronic meetings while continuing to function openly and transparently; and

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

WHEREAS, the Board of Mayor and Aldermen Capital Investment Committee believe it is in the best interest of the City of Franklin to conduct the December 10, 2020, 4 p.m. Capital Investment Committee meeting by electronic means.

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

The Capital Investment Committee meeting scheduled for December 10, 2020, at 4 p.m. shall be conducted by electronic means rather than requiring a quorum of the members of the Capital Investment Committee to attend in person to protect the health, safety, and welfare of Tennesseans in light of the COVID-19 outbreak. Physical access in the meeting room will be limited. The public can view and participate in the meetings by watching the meeting live or later as a recording on FranklinTV, the City of Franklin website, the City of Franklin's Facebook page, and the City of Franklin's YouTube account. Specific dial-in and website links can be found on the City's website at:

<https://www.franklintn.gov/Home/Components/Calendar/Event/10149/1092>

IT IS SO RESOLVED AND DONE on this 10th day of December, 2020.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CAPITAL INVESTMENT COMMITTEE:

By: _____
Brandy Blanton
Chair

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



File #: 20-01364

DATE: November 2, 2020
TO: Capital Investment Committee
FROM: None
SUBJECT:

Election Of Chairman And Vice-Chairman, Effective 2021.

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

(Brief description of the history and supporting information regarding the item, including an explanation of why staff is recommending the action.)

FINANCIAL IMPACT:

(Include the cost of the item, how the item will be funded, which fund it will come from, if there are grants or loans involved and whether the item is included in the current approved budget.)

RECOMMENDATION:

Staff recommends that (item name) be recommended for approval by the Board of Mayor and Aldermen.



File #: 20-01200

DATE: November 11, 2020
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

Consideration Of COF Contract No. 2020-0244, Between The City Of Franklin And Friends Of Franklin Parks, Inc., Lease Agreement For Event Spaces At The Park At Harlinsdale Farm.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Consideration Of COF Contract No. 2020-0244 lease agreement between the City of Franklin and Friends of Franklin Parks, Inc for the initial term of the lease at the Park at Harlinsdale Farm for twenty (20) years commencing on the execution of the agreement and may be renewed for an additional five (5) year term.

BACKGROUND/STAFF COMMENTS:

In considering COF Contract No. 2020-0244, it may be best to recap the last eight years the City's relationship with Friends of Franklin Parks. Under the leadership umbrella of Franklin Tomorrow in 2011, the Friends of Franklin Parks organization began to take shape with a collection of volunteers devoted to making the Franklin's Parks system better. In 2012, Friends of Franklin Parks, LLC, and the City of Franklin signed a Memorandum of Understanding to further the mission of Friends of Franklin Parks, which is to "cultivate stewardship within our community to preserve our cultural and natural resources, enhance the park experience and expand its legacy for future generations." The group met regularly and held a fundraiser, "Raise the Roofs," in June 2012 which generated attention and support for the Park at Harlinsdale Farm. In 2013, Friends were approved to begin design for a multi-purpose equestrian arena for the purpose of increasing citizen usage of the facility, bring additional tax dollars to the City of Franklin and Williamson County through associated tourism and event activity, offer educational opportunities, and provide a mechanism for returning the horse to the Park at Harlinsdale Farm. In 2014 and 2015, the City approved the design and construction began on what is known today as the Tractor Supply Company (TSC) Arena at the Park at Harlinsdale Farm.

Today, the arena houses arena polo, multi-discipline horse shows, 4th of July concerts, Pilgrimage stage, and numerous educational events for all ages. The goal is to continue the momentum and enter into a twenty (20) years lease commencing on the execution of the Agreement that may be renewed for an additional five (5) year term ("Renewal Period") if agreed to by the parties so long as written notice of renewal is given by the Lessee to the City within ninety (90) days of the expiration of the Initial Period. Friends of Franklin Parks would pay a monthly rental fee for the eight (8) acres of

land where arena currently is position on the property and also allows for the organization in conjunction with the Parks Department to begin restoration efforts on the historic Hayes Home. An amendment to the new lease would come at a later date once restoration begins and would mirror the process currently being considered.

FINANCIAL IMPACT:

Consideration Of COF Contract No. 2020-0244, includes the following language: (Friends of Franklin Parks, LLC) Lessee agrees to pay, and shall pay to the City, payments in the amounts as dictated in the Rental Fee Chart (see attachment). Each rental year, the rent shall increase three and one half percent (3.5%). Due to present circumstances regarding the COVID-19 Pandemic, rental payments shall begin on March 1, 2021. Should present conditions change, and Lessee is able to begin holding events, the Parks Director shall have the authority to commence rental payments at an earlier date and shall notify Lessee of the commencement date Thirty (30) days prior to the initial payment.

Friends of Franklin Parks agrees that the City retains the right to make periodic revisions to the rental fees every Three (3) years if the associated costs of lease requires it. City will notify Friends of Franklin Parks, LLC in writing of any increases within sixty (60) days of any such increase. In the event of any such increase, Lessee shall have the right to terminate this Lease by written notice to City within sixty (60) days of Lessee's receipt of such notification.

The lease will be a 60%-40% split with the City (60%) and Friends (40%) with the City maintaining the property and the arena while Friends of Franklin Parks operates the concession stand, boarding barn and pay a monthly rental fee to the City for their proportionate share of the 8-acres.

RECOMMENDATION:

Staff recommends that COF Contract 2020-0244 be recommended for approval by the Board of Mayor and Aldermen.

Friends of Franklin Parks 8-Acre Arena Site Monthly Rent Based on 60% (City)-40% (Friends of Franklin Parks) Split				<i>"Estimated Cost" Charged to FOFP for Additional Park Staffing & Grand Total Based on Previous 5-Years of Events Onsite</i>		
Fiscal Year	Monthly Rent w/ 3.5% Increase	Percentage of Increase	Yearly Total	Estimated Average OT with 3% Increase		Estimated Yearly Grand Total
2020-21	\$ 1,236.82	3.5%	\$ 14,842	3%	\$ 2,500.00	\$ 17,341.87
2021-22	\$ 1,280.11	3.5%	\$ 15,361	3%	\$ 2,575.00	\$ 17,936.33
2022-23	\$ 1,324.91	3.5%	\$ 15,899	3%	\$ 2,652.25	\$ 18,551.23
2023-24	\$ 1,371.28	3.5%	\$ 16,455	3%	\$ 2,731.82	\$ 19,187.26
2024-25	\$ 1,419.28	3.5%	\$ 17,031	3%	\$ 2,813.77	\$ 19,845.15
2025-26	\$ 1,468.95	3.5%	\$ 17,627	3%	\$ 2,898.19	\$ 20,525.67
2026-27	\$ 1,520.37	3.5%	\$ 18,244	3%	\$ 2,985.13	\$ 21,229.57
2027-28	\$ 1,573.58	3.5%	\$ 18,883	3%	\$ 3,074.68	\$ 21,957.68
2028-29	\$ 1,628.66	3.5%	\$ 19,544	3%	\$ 3,166.93	\$ 22,710.82
2029-30	\$ 1,685.66	3.5%	\$ 20,228	3%	\$ 3,261.93	\$ 23,489.87
2030-31	\$ 1,744.66	3.5%	\$ 20,936	3%	\$ 3,359.79	\$ 24,295.70
2031-32	\$ 1,805.72	3.5%	\$ 21,669	3%	\$ 3,460.58	\$ 25,129.25
2032-33	\$ 1,868.92	3.5%	\$ 22,427	3%	\$ 3,564.40	\$ 25,991.47
2033-34	\$ 1,934.33	3.5%	\$ 23,212	3%	\$ 3,671.33	\$ 26,883.35

***Overtime calculation is an estimate based on the average OT hours in previous years. Actual OT will be billed as accrued and will be separate from monthly rent charge.

LEASE AGREEMENT FOR EVENT SPACES AT THE PARK AT HARLINSDALE FARM
COF Contract No. 2020-0244

This Lease Agreement ("Agreement") is made this ____ day of _____, 2020 by and between the City of Franklin, Tennessee ("City") and Friends of Franklin Parks, Inc., a Tennessee not for profit corporation ("Lessee").

RECITALS

WHEREAS, the City owns, operates and maintains certain facilities for equestrian & special events and other public uses, which facilities are generally known as the Park at Harlinsdale Farm ("Harlinsdale Farm"), 239 Franklin Road, Franklin, Tennessee within the City's corporate limits; and

WHEREAS, the City desires to make available to Lessee, and Lessee desires to use a portion of Harlinsdale Farm, which will include designated amenities ("Leased Premises") as indicated in Exhibit A, for programs under the direction of the Lessee; and

WHEREAS, the City and Lessee acknowledge that there exists a Master Plan adopted by the City setting forth the anticipated uses of Harlinsdale Farm; and

WHEREAS, the City and Lessee acknowledge that there exists on Harlinsdale Farm a Conservation Easement ("Conservation Easement"), which was granted by the City to The Land Trust for Tennessee, Inc., for the purpose of permanently conserving the Conservation Values of Harlinsdale Farm; and

WHEREAS, the City and Lessee desire to enter into a Lease Agreement which will honor both the Master Plan and the Conservation Easement.

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, and for the good and valuable consideration, the parties hereto agree as follows:

I. RENTAL AGREEMENT

1. The parties acknowledge the above-stated recitals, and they are incorporated into this Agreement as if fully stated herein.
2. Leased Premises. Lessee hereby leases from the City those portions of The Park at Harlinsdale Farm as shown generally on the attached Exhibit A, including the improvements located or to be located thereon (the "Leased Premises").
3. Lease Terms. The initial term of the lease ("Initial Period") shall be twenty (20) years commencing on the execution of the Agreement and may be renewed for an additional five (5) year term ("Renewal Period") if agreed to by the parties so long as written notice of renewal is given by the Lessee to the City within ninety (90) days of the expiration of the Initial Period.

4. Use of Leased Premises. Lessee shall have the right to occupy and use the Leased Premises for events contained solely within the Leased Premises consistent with the Master Plan and Conservation Easement on the attached Exhibit B. Lessee shall use and occupy the Leased Premises in a safe and careful manner and in compliance with all applicable laws, rules, and regulations prescribed by the City and other governmental authorities as may be in force and effect during the term of this Lease. Lessee shall coordinate the use of the Leased Premises by organizations and individuals on a daily usage basis for events and programs and subject to the Special Events Application which is attached as Exhibit C.
5. Subleasing of Leased Premises. In connection with its use of the Leased Premises, the Lessee may, at its election, lease portions of the Leased Premises to third parties for any lawful purpose pursuant to such rental agreement and rental fee structure as Lessee may elect; provided, however, that no such sublease shall be made to any "for profit" entity for a period exceeding thirty (30) days.
6. Covenant Not to Injure; Renovations and Alterations. Lessee shall not do any act or suffer any act done on Lessee's behalf or for Lessee's benefit, or with Lessee's permission during the term of this Agreement, which will in any way deface, alter or injure any part of the Leased Premises, excepting normal wear and tear. Lessee shall allow no lien to be placed against the Leased Premises or any buildings located on the Leased Premises. All alterations, additions, repairs, replacements, and improvements made to or upon the Leased Premises shall be deemed to be part of the Leased Premises and shall become property of the City upon the expiration or termination of this Lease; provided, however, that trade fixtures, machinery, and equipment that are installed by Lessee and removable without materially injuring the Leased Premises shall remain the property of Lessee.
 - a. City's Right to Access. The City reserves the right to access the Leased Premises for private or City-sponsored events. This will be on a limited basis and the City will not unreasonably interfere with existing programs of Lessee. The City at all reasonable times may enter to view the Leased Premises and to make repairs which the City may see fit to make. Leased Premises grounds may be closed by the City for landscape and ground maintenance during Monday through Thursday from 7:30am-4:30pm in the months of December and January of each year. Additionally, there will be an agreed upon period of time from June through August of each year during which the Leased Premises grounds may again be temporarily closed by the City for maintenance such as seasonal aeration, over-seeding landscaping. This time period shall be mutually agreed upon by both Parties.
7. Rent.
 - a. Lessee agrees to pay, and shall pay to the City, payments in the amounts as dictated in the Rental Fee Chart. Each rental year, the rent shall increase three and one-half percent (3.5%). Due to present circumstances regarding the COVID-19 Pandemic, rental payments shall begin on March 1, 2021. Should present conditions change, and Lessee is able to begin holding events, the Parks Director shall have the authority to commence rental payments at an earlier date and shall notify Lessee of the commencement date thirty (30) days prior to the initial payment.

In the event Lessee is prohibited to hold events by the City, the City may, at its sole discretion, abate rent during that period.

- b. Lease Payments shall be payable to the City of Franklin Parks Department, Attention Parks Director, at P.O. Box 305 Franklin, Tennessee or at such other place as the City may from time to time designate in writing. Lease payments may be hand delivered to the Franklin Parks Department Administration Office, at 705 Boyd Mill Avenue, Franklin, Tennessee, between the hours of 7:30am-4:30pm, Monday-Friday.
- c. Lessee agrees that the City retains the right to make periodic revisions to the rental fees every Three (3) years if the associated costs of lease requires it. City will notify Lessee in writing of any increases within sixty (60) days of any such increase. In the event of any such increase, Lessee shall have the right to terminate this Lease by written notice to City within sixty (60) days of Lessee's receipt of such notification.

8. Lessee's Covenants.

The Lessee:

- a. Shall on or before January 15 each year furnish to the Parks Department a current list of the Lessee's board of directors, officers, employees, reoccurring volunteers, and contracted parties, said list to include current addresses, email addresses, and phone numbers.
- b. Shall provide an annual financial statement to the City each year in compliance with City audit procedures.
- c. Shall maintain throughout the term of this agreement and any renewals thereof, the Lessee's non-profit status. Lease shall be terminated upon losing non-profit status.
- d. Shall obtain and keep current, at its sole cost, all federal, state, and local permits and approvals necessary for the use of the Leased Premises.
- e. Shall coordinate and schedule all events with the Programming Division of the Parks Department, including maintaining a joint scheduling software updated weekly by both the Lessee and City. The Lessee shall have the right to schedule events on the Leased Premises. The Lessee shall give priority to equestrian activities when scheduling use of Leased Premises. The City, however, may limit the number of events should the size and/or quantity generate significant negative impacts to the park and/or community. The Lessee may charge a fee for participation in the Lessee's events, multipurpose arena use, and any rented facilities.
- f. Shall not interfere with or hold simultaneous events within Forty-Eight (48) hours of large-scale annual events already established by the City for the Park at Harlinsdale Farm (e.g., 4th of July, Family Day, or other large-scale events approved by the City). The City shall coordinate with Lessee to utilize the Leased Premises during these events and may on occasion request participation from Lessee to enhance these events for the general public. This shall be coordinated through the scheduling software so as not to have conflicting events scheduled concurrently. Lessee shall

have the right to charge any large-scale renter/special event organizer rental fees for leased areas. In return, Lessee shall have the right to negotiate any fees or donations with the organizer within leased areas.

- g. The City and the Lessee shall coordinate pre and post inspections of all Leased Premises and assess damages should any occur. The City shall request Lessee to assess property and/or structural damages and provide quotes for replacement or repairs. The City shall take the lead on all external Leased Premises.
- h. City and Lessee shall coordinate in the event of simultaneous events. If events are to operate simultaneously (Lessee and other City-Permitted Events), a joint meeting with each party shall occur Thirty (30) Days prior to the events taking place to strategically work through traffic (ingress and egress), refuse collection, parking, insurance, public safety concerns, and start/end times.
- i. Shall pay any staff fees for events which require City Staff to participate at the rate established by the City and consistent with City overtime policies.
- j. Shall not close, or cause to be closed, Harlinsdale Farm without the City's permission. At no time shall Harlinsdale Farm close to the public for a private event on behalf of the Lessee unless approved by the City through its standard Special Events permit process as provided by the Franklin Municipal Code. Lessee shall not assume sole custody of the entire Two Hundred (200) acres at any time as Harlinsdale Farm is open to the general public and operated all times as a City park.
- k. Shall notify City immediately of any damage to or injuries on the Leased Premises. Lessee is required to have an incident form as shown in Exhibit D to be completed with person(s) who are injured. Such form shall be turned into the City Parks Department within Twenty-Four (24) hours post-incident.
- l. Shall require all third parties to provide a Certificate of Insurance with the City of Franklin named as an additional insured.
- m. Shall at the expiration of the said term peaceably yield to the City the Leased Premises and all erections and additions made upon the same, in good repair in all respects, reasonable use and wear expected.

9. City's Covenants.

The City:

- a. Shall prepare the landscape surfaces of the Leased Premises and maintain them free of ruts and other open and obvious hazards. Maintenance shall include irrigation/water cannon maintenance, maintaining proper grading of the Leased Premises, and general maintenance, with the exception that cleaning and ordinary maintenance of the Concession Building will be solely the responsibility of the Lessee. The City's Risk Management Department shall complete inspections of the concession stand twice per year to ensure proper function of all utilities and for fire

hazards. Restrooms to be maintained and cleaned by the City as they are used by the public.

- b. Shall keep the exterior of the buildings, mechanical, electrical, and plumbing in such repair as the same are at the commencement of the Lease or as may be put in during the continuance thereof, reasonable wear and tear only expected.
 - c. Shall provide appropriate staffing to support maintenance and event programming of the Leased Premises when requested by Lessee. Lessee shall bare all costs associated with staff use.
 - d. Shall by December 31st, 2021, in coordination with Lessee, Public Safety and other necessary City Departments, create a Master Parking and Traffic plan to include scenarios covering multiple events at The Park at Harlinsdale Farm, including any overflow parking events.
 - e. Shall allow Lessee to hold two (2) weekend events (weekend consisting of a Saturday & Sunday of the same weekend; in the Main Barn per calendar year, not two (2) separate events during a weekend. Lessee agrees revenue shall have a restricted use to fund restoration or projects identified in the parks system. Lessee shall follow all City Special Event guidelines and submit Special Event permit for each event. Both parties shall mutually agree on dates for the two (2) weekend events not to interfere with obligations of City or Lessee staff. Waived fees are for Special Event Permit, park rental fees and Park Staff only. All other City fees related to special events shall not be waived. Shall allow the Lessee to hold an event at a park facility for Lessee's annual "Raise the Roofs" event. Should Lessee choose to use the Main Barn at Harlinsdale, it shall be counted as one of the two (2) free rentals, and City would allow Lessee one (1) additional fundraising event with waived rental fees (three (3) rental fee events with two (2) utilizing the Main Barn at Harlinsdale, and one (1) utilizing another park.)
 - f. The City shall provide electric and water to the Leased Premises and provide weekly trash or dumpster pick up.
10. Concessions. The Lessee has rights for the use of the Concessions Building that is located at the Park at Harlinsdale Farm. Lessee shall be responsible for cleanliness and overall appearance of the concession area. The parties agree that if the City sponsors or permits other special events, the Lessee reserves the right of first refusal to sell concessions for that activity, with the rights of those concessions to be awarded to Lessee; however, should Lessee decline to sell concessions, the City would reserve the right to sell concessions (Lessee's equipment and concession not to be used). Large special events sponsored by the City may require concession offerings in addition to those supported by Lessee, in which case the City will notify Lessee in advance. Any sublease of the Concessions Building shall be approved by the City.
11. Alcohol – Serving and Selling. The City does not permit alcohol consumption at Harlinsdale Farm outside of a permitted event that meets the following criteria. Lessee may serve or sell alcoholic beverages only by an ABC licensed caterer or bartender or after having received a Special Occasion Permit from the Tennessee Alcoholic Beverage Commission, or after having received a Beer Permit from the City of Franklin Beer Board, as applicable. Lessee must comply

with all state and local rules and regulations for the sale and service of alcohol, including open container and permitting rules. When alcohol is served, the Lessee is required to add the City of Franklin as the additional insured and include Liquor Liability Coverage to the Certificate of Insurance showing coverage of a minimum of One Million Dollars (\$1,000,000.00). The Lessee must take all reasonable precautions to ensure the safety of all guests with regard to alcohol consumption. The City reserves the right to evict from the Leased Premises any member of any party who, because of intoxication or other consideration, may be found to be creating a disturbance or threatening the peace, tranquility, or safety of guests or property. Events with alcohol that have attendance over 200 people will require at least one paid City of Franklin Police officer on the Leased Premises through the entirety of the event.

- a. The term “sold” refers to (1) cash bar, and (2) events that charge admission and serve, give away, or sell alcohol during the event, including previous ticket sales.

II. RENOVATION AND CONSTRUCTION ON RENTAL LEASED PREMISES

12. Renovation and Construction. In the event that the Lessee desires to construct any improvements on the Leased Premises, or in the event the Lessee desires to renovate any of the existing improvements on the Leased Premises, the Lessee shall obtain the written consent of the City prior to initiating any work related thereto. Unless otherwise agreed to by the City in writing, all construction and renovation shall be at the expense of Lessee. Lessee shall comply with all City and/or State of Tennessee building codes, rules, and regulations in connection with any such renovation and construction, including, but not limited to, obtaining site plan approval and building permits. Lessee shall employ a construction management firm acceptable to the City for all construction projects on the Leased Premises. Lessee shall select all contractors and suppliers; provided, that such contractors and suppliers have been approved by the City or included on the City’s Master List of approved contractors. The City shall approve all plans and specifications for renovation and construction, subject to reasonable conditions. The Lessee shall include a staff engineer employed in any construction planning.
13. The City and Lessee shall work together on any master planning of the Leased Premises, design documents for Leased Premises or restored structures and agree on the overall compliance with the historic significance and City master plan. The Lessee shall include City Parks and officials from various departments within the planning stages prior to submitting any plan through the City’s Design Review Process. The Lessee and the City shall jointly decide on a third-party constructions management team prior to construction taking place. The City shall be involved along with Lessee throughout the constructions portion of the project. The Lessee shall oversee the bidding of the project and execution.
14. Main Barn. At the time of this Lease Agreement, Lessee and City have jointly commenced design and construction of renovations to the Main Barn. Upon completion of construction Lessee and City agree:
 - a. City and Lessee shall coordinate educational, leadership, and historical programming at the Main Barn

- b. Lessee shall have access to Four (4) working stalls during equestrian events unless the City has a scheduled event or conflict for the specific date requested. The Boarding Barn shall be part of the Lessee's rented area and used if and when the Main Barn is not available. Lessee shall coordinate with City to schedule the stalls and Staff fees shall apply for the duration to open the barn during these times. If the full barn is not required, and equestrian ingress, egress can be utilized, then staff fees will not be required. Coordination of these efforts shall take place between parties utilizing scheduling software.
- 15. Historic Hayes Home. Lessee will fully fund the design and construction of the Hayes Home renovations. All plans shall be approved through the City of Franklin DRT, any Commission or Board approvals through the review and permitting process and be consistent with the Harlinsdale Farm Master Plan. Lessee shall select a pre-approved design consultant acquired through the City's RFQ process completed by the Parks Department in 2019. For construction of improvements, Lessee and City shall jointly solicit a Construction Management firm. The City shall provide an addendum to the existing lease to include the Hayes Home and grounds as shown in Exhibit E for an annual rental fee to be determined upon the completion and approval of the construction documents through the Franklin Municipal Planning Commission.
- 16. Permitting Process. Lessee shall be consistent with the Harlinsdale Farm Master Plan. Lessee shall select a pre-approved design consultant acquired through the City's Request for Qualifications Process completed by the Parks Department in 2019. For construction of improvements, Lessee may contract with a qualified and licensed General Contractor of their choosing and shall be responsible for the completion of the proposed improvements. The City will be responsible for any and all permitting expenses or shall waive or reimburse Lessee all permit costs. In addition, Lessee and City shall jointly solicit a Construction Management firm to oversee the General Contractor.
 - a. Upon completion of construction, Lessee shall occupy certain designated office area within the home to be utilized as office space.
 - b. Lessee may, in an effort to solicit funding for renovations, establish naming rights for certain interior components of the Home.
 - c. Lessee shall occupy the Historic Hayes Home for offices, educational opportunities and an event rental facility as outlined in the Parks Master Plan update and shown on Exhibit E. Lessee and the City shall amend the lease upon restoration of the Historic Hayes Home to account for internal and external property to be maintained by Lessee.
- 17. Power Station. Lessee may initiate environmental testing and remediation of the area where construction is to take place. Lessee shall select a pre-approved consultant acquired through the City's RFQ process completed by the Parks Department in 2019. Lessee may fundraise for improvements to be made prior to the commencement of design and construction.
- 18. All Other Structures. Lessee shall have the right of first refusal related to the construction, restoration, and remediation for other improvements and structures located or to be located on the Leased Premises not otherwise specifically referenced herein. In the event that the

Lessee desires from time to time to construct, restore, or remediate other improvements and structures at Harlinsdale Farm that are outside the boundary of the Leased Premises (the "Proposals"), then the City, in its discretion shall consider such Proposals and if the City accepts such Proposals, it shall agree to amend this Lease to incorporate such. All grants written for additional construction, restoration, and/or remediation at the Leased Premises and/or any additional Proposal shall be submitted to the City for review and approval.

III. GENERAL TERMS AND CONDITIONS

19. Assignment. This Agreement may not be assigned by either party without the prior written consent of the non-signing party. The Leased Premises cannot be converted.
20. The City Shall Have No Liability. The City shall not be liable to Lessee or Lessee's employees, agents, guests, licensees, or invitees or to any other person whomsoever for any injury, including death, to persons or damage to property on or about the Leased Premises or the Park at Harlinsdale Farm, which is caused by the negligence or misconduct of Lessee, its employees, agents, guests, licensees or invitees entering the Leased Premises or The Park at Harlinsdale Farm under expressed or implied invitation of Lessee arising out of or relating to the use of the Leased Premises by Lessee in the conduct of its business herein or arising out of or relating to any breach or default by Lessee in the performance of its obligations hereunder. Lessee hereby agrees to indemnify the City and hold the City harmless from any loss, expense, or claims arising out of or relating to such damage, injury, or death. Lessee further agrees to be responsible for and indemnify and hold the City harmless from any damages or expenses to Lessee, arising out of or caused by burglary, theft, or other illegal acts performed on the Leased Premises and to notify the City of such an event within twenty-four (24) hours of Lessee's notification of such an event.
21. Alterations. Lessee will not make any alterations, additions, substitutions, subtractions, or replacements to the Leased Premises which would have an adverse effect on either the nature of the Leased Premises or the function or value of the Leased Premises, unless such alterations, additions, substitutions, subtractions, replacements, or improvements may be readily removed or re-added without damage to the Leased Premises. Any alterations, additions, or improvements to the Leased Premises which may not be readily removed without damage to the Leased Premises, and any substitutions or replacements, shall be considered to constitute a part of the Leased Premises and shall be approved by the City in writing prior to commencement of any work on the Leased Premises as set forth herein.
22. Liens and Encumbrances. Lessee shall keep the Leased Premises free and clear of all liens and encumbrances except those created or permitted under this Agreement.
23. Accident Report Form. Lessee shall submit within twenty-four (24) hours all accident reports to the City of Franklin Parks Department.
24. Repair of Damage. The City is responsible for construction and repair of general wear and tear of the Leased Premises. Lessee agrees to notify the City of any damages to the Leased Premises that occur during the term of this Agreement. Before taking possession of the Leased Premises, Lessee shall notify the City in writing of any previously existing damage.

Lessee shall remain responsible for all damage apart from normal wear and tear occurring during the term of the lease.

25. Insurance. Lessee during the term of this Agreement shall procure and maintain at its sole cost and expense, insuring Lessee and the City against any and all liability from injury or death to a person or persons, and for damage or destruction of property occasioned by or arising out of or in connection of the Leased Premises. Lessee shall maintain minimum insurance as provided in Exhibit F.
26. No Agency/Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in any manner contrary to the terms of the paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
27. Terminations/Notices. This Agreement may be terminated by either party, with cause, upon ninety (90) days' written notice. Any notice provided pursuant to the Agreement, if specified to be in writing shall be in writing and shall be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt request; (c) if by next day delivery service, then upon delivery; or (D) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which the Agreement may accompany, or such other address as either party may in the future specify in writing to the other):

In the Case of City:

City of Franklin Parks Department
Attn: Parks Director
109 Third Avenue South
P.O. Box 305
Franklin, TN 37065

In the Case of Lessee:

Friends of Franklin Parks, Inc.,
A Tennessee not for profit corporation
Attn: Executive Director
P.O. Box 383
Franklin, TN 37064

28. Events of Default. The occurrence of any one or more of the following events constitutes an "Event of Default" under this Agreement:
- a. Lessee's failure to make during the Agreement any lease payment as described in Paragraph 11 above (or any other payment) as it becomes due in accordance with the terms of this Agreement, and the failure continues for fifteen (15) days after the due date; or
 - b. Lessee's failure to perform or observe any other covenant, condition, or agreement to be performed or observed by it under this Agreement, and the failure is not cured or steps satisfactory to the City taken to cure the failure, within fifteen (15) days after written notice of the failure to Lessee by the City; or
 - c. The discovery by the City that any material statement, representation or warranty made by Lessee in this Agreement or in any writing delivered by Lessee pursuant to

or in connection with this Agreement is false, misleading or erroneous in any material respect; or

- d. The initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of Lessee; or
- e. Lessee shall be or become insolvent or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or Lessee shall apply for or consent to the appointment of receiver, trustee, or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Lessee; or Lessee shall institute (by petition, application, answer, consent, or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application, or otherwise) against Lessee, or any judgement, writ, warrant of attachment, or execution or similar process shall be issued or levied against a substantial part of the property of Lessee.

29. Remedies. Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, the City may, at its option, exercise any one or more of the following remedies as to the Leased Premises:

- a. By written notice to Lessee, declare an amount equal to all amounts then due under the terms of the Agreement and all remaining lease payments due thereon, whereupon that amount shall become immediately due and payable;
- b. Within fifteen (15) days after written demand or notice to Lessee, enter and take immediate possession of the Leased Premises wherever situated, without any court order or process of law and without liability for entering the Leased Premises;
- c. Lease or sublease the Leased Premises for the account of Lessee, holding Lessee liable for all lease payments and other payments due to the effective date of such leasing or subleasing and for the difference between the purchase price, rental, and other amounts paid by the purchaser, lessee or sublessee pursuant to such lease or sublease and the amounts payable by Lessee; and
- d. Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State of Tennessee or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement or to rescind this Agreement as to the Leased Premises.

Lessee will remain liable for all covenants and obligations under this Agreement, and for all legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by the City with respect to the enforcement of any of the remedies under this Agreement, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred.

Upon an Event of Default or as otherwise required herein or in any Agreement, Lessee shall within ten (10) calendar days after notice from the City, at its own cost and expense: (a) remove all contents of the Leased Premises and, if deinstallation, disassembly or crafting is required, cause the equipment to be deinstalled, dissembled and created; and (b) deliver the keys to the Leased Premises to a location specified by the City. If Lessee refuses to deliver the keys to the Leased Premises in the manner designated, the City may enter upon the Leased Premises and take possession of the Leased Premises and charge to Lessee the costs of such taking. To the extent permitted by applicable law, Lessee hereby expressly waives any damages occasioned by such taking. If Lessee makes modifications to the Leased Premises after build out and such modifications impede the taking of possession of the Leased Premises, the cost of removing the impediments and restoring the site shall be the sole expense of Lessee. All of Lessee's right, title, and interest in the Leased Premises, the possession of which is taken by the City upon the occurrence of an Event of Default (including, without limitation, construction contracts, warranties, guaranties or completion assurances applicable to such Equipment), shall pass to the City, and Lessee's rights in such Equipment shall terminate immediately upon such repossession.

30. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. All remedies herein conferred upon or reserved to the City shall survive the termination of this Agreement.
31. Headings. All section headings contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
32. Governing Law and Venue. The Agreement constitutes the entire agreement and is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee.
33. Amendments. 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 the same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order acknowledge, or other writings unless: (a) such purchase order, acknowledgement 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, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
34. Severability. If any provision of, or any covenant, obligation or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this

Agreement. The invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

35. 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.
36. Warranties/Limitation of Liability/Waiver. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Lessee to limit its liability shall be void and unenforceable.
37. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relations to the Agreement. No arbitration or mediation shall be binding.
38. Waiver. Neither party's failure or 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 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.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement by their authorized officers as of the date set forth above.

Lessor:
CITY OF FRANKLIN, TENNESSEE

Lessee:
**FRIENDS OF FRANKLIN PARKS, INC., A
TENNESSEE NOT FOR PROFIT CORPORATION**

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Torrey Barnhill
Executive Director
Date: _____

Attest: _____
Eric S. Stuckey
City Administrator
Date: _____

Approved as to form by:
Maricruz Fincher
Staff Attorney

Lease Agreement for Event Spaces at Harlinsdale Farm

Exhibits A-F

Exhibit A – Map of Leased Area.....	1
Exhibit B – Master Plan and Conservation Easement.....	2
Exhibit C – Special Events Application.....	2
Exhibit D – Incident Form.....	5
Exhibit E – Historic Hayes Home.....	8
Exhibit F – Insurance Requirements.....	10

TSC Multipurpose Arena



8.26 Acres



 Fencing

 Pedestrian Gate

 Vehicular Gate

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2020. All Rights Reserved.

Pick Up

BK/PG: 4407/453-471

07048826

THIS INSTRUMENT WAS PREPARED BY:

Julian L. Bibb
 Stites & Harbison, PLLC
 424 Church Street, Suite 1800
 Financial Center
 Nashville, Tennessee 37219

EASEMENT	
10/22/2007	04:06 PM
BATCH	110705
MTG TAX	0.00
TRN TAX	0.00
REC FEE	95.00
DP FEE	2.00
REG FEE	0.00
TOTAL	97.00

STATE of TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
 REGISTER OF DEEDS

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is hereby quitclaimed on this 10 day of August, 2007 subject to the provisions herein contained, by **THE CITY OF FRANKLIN, TENNESSEE**, a Tennessee municipal corporation ("**Grantor**") to **THE LAND TRUST FOR TENNESSEE, INC.**, a Tennessee not-for-profit corporation ("**Grantee**"), for the purpose of permanently conserving the Conservation Values of the Property (as defined herein).

WITNESSETH:

WHEREAS, the Grantor is the sole owner in fee simple of the real property located in Williamson County, Tennessee, more particularly described on Exhibit A attached to and incorporated herein by this reference (the "**Property**");

WHEREAS, the Property possesses certain agricultural, recreational, scenic, historic, ecological, and educational values of great importance to the residents of Williamson County, Tennessee as set forth below:

- the Property serves as a natural habitat to certain wildlife and plants
- the Property contains a valuable riparian corridor along the Harpeth River
- the Property contains substantial stream frontage along Spencer Creek, a tributary of the Harpeth River, which itself provides certain ecological benefits and scenic vistas
- the location of the Property can be viewed from the public traveling on Franklin Road and provides scenic open space viewsheds
- the Property provides the general public with relief against development patterns that are occurring in and around the City of Franklin and Williamson County, Tennessee, one of the fastest growing counties in the State of Tennessee
- the Property is located within 1 ½ miles from the square in downtown Franklin and provides the general public of the City of Franklin with significant passive park benefits
- the Property contains topographical features, including river frontage, a hill, and relatively flat open space that provides attractive scenic views
- the Property maintains ongoing horse breeding operations and related agricultural uses

- the Property is the birthplace and grave site of Midnight Sun, a nationally recognized Tennessee Walking Horse World Grand Champion, who has been the sire to over 90% of Tennessee Walking Horse World Grand champions since 1944
- the Property is significantly and historically connected to the Tennessee Walking Horse industry
- the Property contains valuable agricultural soils
- the Property contains a variety of historical features, and in this regard, it is the location of: (a) the building from which the City of Franklin's first electric power plant operated, (b) a turn-of-the-century Victorian style home, (c) a 1940's era barn in which many Tennessee Walking Horse champions have been sired, (d) a large section of the bed of the Nashville-Franklin Interurban railway, (e) activities and troop movements during the Civil War, and (f) certain Native American artifacts.

WHEREAS, the Property is adjacent to the Harpeth River, with 3831 linear feet of river frontage. The Tennessee Rivers Assessment Program is a coalition of federal, state and regional government agencies, nongovernment organizations, conservation groups and citizens with the mission of assessing the biological, aesthetic, recreational and cultural resources of the rivers of Tennessee, educating Tennesseans about these resources, using this information to assist in river conservation efforts and encouraging the wisest uses of the waters of Tennessee. The Program is sometimes called the Tennessee Rivers Information System, or TNRIS, and is maintained by the Tennessee Department of Environment and Conservation (the "**Assessment**"). The Summary Report of the Assessment issued in 1998 rated the Harpeth River as significant on both the state and regional level for recreational boating and for natural and scenic quality. In addition, Scenic America, a national river advocacy organization, has rated the Harpeth River as a "Last Chance Landscape" due to its rich combination of historic and natural resources, as well as the imminent threat due to rapid population growth and development. Retaining the Property in its current state will protect the watershed of the Harpeth River.

WHEREAS, the Grantor shall maintain the Property in large part as a passive public park, all as described in the City's Master Plan adopted by the Board of Mayor and Aldermen on January 10, 2006 (the "**Master Plan**").

WHEREAS, the agricultural, recreational, scenic, historic, ecological, and educational characteristics of the Property, and its current use and state of improvement are described in a Present Conditions Report prepared by Grantee with the cooperation of Grantor and acknowledged by both to be complete and accurate as of the date of this Easement (the "**Report**"). The Report will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. However, the Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use or condition.

WHEREAS, Grantor has agreed to convey to Grantee a conservation easement in the Property for the purpose of assuring that under the perpetual stewardship of Grantee, the equestrian activities and related agricultural uses, the open space character, educational value, wildlife habitat, recreational uses, historic significance and scenic values of the Property will be conserved and maintained permanently, and that the uses of the Property that are inconsistent with these conservation purposes will be prevented or corrected.

WHEREAS, the Grantor contemplates that in addition to activities incident to a passive public park, the following uses shall be permitted (herein collectively, "Additional Permissible Uses"):

- equestrian activities, including maintaining, boarding, training, recreational riding, polo events, and public showing and/or public exhibition of horses (the "Equestrian Activities")
- agricultural uses related to Equestrian Activities, including raising and storing of hay and feed products, construction and use of barns, stables, and fenced riding areas
- development of trails for horseback riding
- community garden
- cross-country and running trails
- fishing
- composting
- greenhouse
- farming
- storm water demonstration area
- outdoor education area
- an arboretum

The granting of this Easement will also serve the following "conservation purposes" as such term is defined in Section 170(h)(4)(A) of the Internal Revenue Code of 1986, as amended (the "Code"):

-- The preservation of the Property for passive outdoors recreation and the education of the general public. The Grantor's intention is that the Property will be designated as a passive public park and thereafter open to the general public for educational uses and passive recreation such as picnicking, hiking, nature study, canoeing, and bird watching;

-- The preservation of a natural habitat of wildlife and plants. The Property supports the survival of a natural habitat and ecosystem that has been threatened by intense residential development. The Property acts to maintain an important habitat for a wide variety of birds, terrestrial mammals, and plants indigenous to the area;

-- The preservation of the opportunity for the general public to enjoy scenic vistas of the surrounding scenic countryside that may be enjoyed due to a portion of the Property's elevated topography;

-- The preservation of open space for scenic enjoyment of the general public from Franklin Road;

-- The preservation of historic sites.

-- The maintenance of equestrian activities.

-- The continued use of the Property for the Additional Permissible Uses.

WHEREAS, the preservation of open space and conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation and preservation policies:

WHEREAS, the agricultural, open space, wildlife habitat, watershed protection, recreational, and scenic resources of the Property are collectively referred to herein as the "Conservation Values" of the Property.

WHEREAS, the Grantor intends that the Conservation Values of the Property be preserved and maintained, and Grantor intends to convey to the Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

WHEREAS, the Grantor intends that exclusive of the Additional Permissible Uses, the Property will be maintained as a passive public park.

WHEREAS, Grantee is a tax-exempt nonprofit organization and a qualified organization under §§ 501(c)(3) and 170(h), respectively, of the Code, whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, agricultural, forested and/or open space condition, and Grantee accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes permanently.

NOW, THEREFORE, for the reasons given, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby donates, grants, remises, releases and forever quitclaims to Grantee, its successors and assigns, and Grantee accepts, a conservation easement on the Property, in perpetuity, in order to conserve and retain the Property forever predominantly in its agricultural, scenic, and/or open space condition in accordance with the terms of this Easement; and Grantor donates, grants, assigns, remises, releases and forever quitclaims to Grantee, its successors and assigns, the right to take appropriate legal action in law or equity to enjoin, prohibit and remedy any violation of the terms of the easement created by this Easement and to enter the Property at reasonable times to observe and document the state of preservation and to prevent any violation of the terms of this Easement.

1. Purpose. It is the purpose of this Easement to assure that the Property will be conserved and retained forever predominantly in its natural, scenic, agricultural and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will generally confine, except as otherwise specifically permitted herein, the use of the Property to such activities as are not inconsistent with the purpose and terms of this Easement.

2. Implementation. This Conservation Easement shall be implemented by limiting and restricting the development and use of the Property in accordance with its provisions as provided throughout. No permanent or temporary structures or other buildings or improvements shall hereafter be constructed, placed or maintained on the Property except as specifically provided herein and in the Master Plan.

3. Definitions. As used in this Conservation Easement, the term "Grantor" includes the original Grantor, its heirs, successors and assigns, all future owners of any legal or equitable interest in all or any portions of the Property, and any party entitled to the possession or use of all or any part thereof; and the term "Grantee" includes the original Grantee and its successors and assigns.

4. Prohibited Acts. Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the terms of this Easement and the restrictions and obligations set forth herein. Grantor also authorizes Grantee to enforce this Easement and the restrictions and obligations set forth herein in the manner described below. However, unless otherwise specified herein, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

5. Construction, Maintenance and Repair of Buildings, Structures and Other Improvements.

(a) General Restriction. The construction of any building, structure or other improvement on the Property, except those permitted by the Master Plan and this Section 5 or other provisions of this Easement, is prohibited.

(b) Permitted Structures. Only those structures authorized by the Master Plan shall be permitted on the Property.

(c) Fences. Existing fences may be repaired and replaced, and new fences may be built, anywhere on the Property. The design of any fence shall be consistent with the Conservation Values of the Property. The design of the current fencing is consistent with the Conservation Values of the Property.

(d) Recreational Structures. Golf courses, athletic facilities and fields, ballfields, and paved airstrips are strictly prohibited.

(e) Grantee's Permission. If the consent of Grantee is required for the construction of any structure or the taking of any other action on the Property, Grantor shall notify Grantee of such proposed construction or activity and provide a plan and description of the structures to be constructed, along with their location, or such other

description of the activity; whereupon Grantee shall determine if such proposed construction or activity complies with the terms of this Easement and if it does, it shall give its written consent thereto. Grantor shall not begin construction or the activity without the prior written consent of Grantee, which consent shall not be withheld by Grantee if the construction or activity complies with the terms and intent of this Easement. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole discretion and good faith, determines that the proposed action will not substantially diminish or impair the Conservation Values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder. Grantee shall have thirty (30) days to respond after it receives all required documentation for the proposed construction or activity, and if it fails to respond to Grantor within such time period, its consent to the proposed construction or activity shall be deemed to have been granted.

(f) Other than cross-country running activities and equestrian activities, no organized athletic activities or events shall be permitted on the Property.

6. Right to Use Property for Equestrian Uses. Grantor retains the right to use the Property for equestrian uses (including boarding of horses, breeding operations, and horseback riding), or to permit others to use the Property for such equestrian uses, in accordance with applicable law and consistent with the purposes and preservation of the Conservation Values of the Property.

7. Agricultural Operations and Conservation Practices. All agricultural operations on the Property (whether pertaining to equestrian uses or gardening), including without limitation maintaining land for pasture, shall be conducted in accordance with good practices for soil and water conservation, pest management, nutrient management and habitat protection. Such agricultural operations shall be also conducted in accordance with all applicable laws and consistent with "**Best Management Practices**," as those practices may be identified from time to time by appropriate government or educational institutions for general application in the area in which the Property is located.

On the Property, there shall be no:

- (a) high-density feed lots, whether for cattle, pigs, chickens or other animals;
- (b) commercial slaughter or animal-processing activities; and
- (c) industrial activities or operations;

all of which are strictly prohibited.

Provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing off the Property, Grantor maintains the right to use, maintain, establish, construct and improve water sources, water courses, or water bodies within the Property for the uses permitted by this Easement.

Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

8. Trees. The Grantor shall remove and/or trim trees only in accordance with applicable City ordinances.

9. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance, using any method whatsoever, is prohibited. The mineral rights to the Property or any portion thereof shall not be separated or conveyed separate from the surface rights.

10. Road Construction. Roads located and constructed on the Property shall conform to the requirements of the Master Plan and shall not substantially diminish or impair the Conservation Values of the Property as compared to those conditions existing on the date of this Easement. Prior to the commencement of construction of any such road, Grantor shall notify Grantee of Grantor's intended construction of the road, but the failure to so notify Grantee shall not impair the rights retained by Grantor hereunder.

11. Riparian Corridor. In order to conserve water quality and wildlife habitat, Grantor shall maintain or improve the existing riparian corridor in its natural and undisturbed state for a width of sixty (60) feet along the Harpeth River.

12. Recreational and Educational Purposes. Grantor retains the right to use the Property for use as a passive public park, with equestrian uses, including, but not limited to, fishing, canoeing, hiking, horseback riding, picnics, social events, tours, nature interpretation and other educational programs. Commercial recreational activities that exceed the de minimus standard set forth in Section 2031(c)(8)(B) of the Code are prohibited.

13. Subdivision. The further subdivision of the Property, whether by physical or legal process, is prohibited. Without limiting the foregoing, the term "subdivision" shall not be limited by any statutory definition that limits the concept of subdivision. The Property may be transferred, encumbered, mortgaged or conveyed, and the provisions of this Easement shall continue to encumber the Property.

14. Development Rights. Except as specifically reserved or permitted in this Easement, Grantor hereby grants, remises, releases and forever quitclaims to Grantee all development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described. Notwithstanding all of the above should Grantor in the future pass any ordinance creating a program for transfer of development rights ("TDRs") within the City, the Grantee, upon receipt of notice of passage of such an ordinance, shall transfer back to the Grantor any development rights herein conveyed, for the sole purpose of Grantor's creating a credit in a bank of such development rights.

15. Trash. The dumping or accumulation of any kind of trash or refuse on the Property, other than agricultural-related trash and refuse produced on the Property, which must be disposed of in accordance with prudent agricultural practices and shall not be kept in an unsanitary condition or other way that materially diminishes the Conservation Values of the Property, is strictly prohibited. However, this shall not prevent the storage of agricultural products and byproducts on the Property, so long as it is done in accordance with all applicable government laws and regulations. Any trash or refuse shall not be accumulated or dumped on

the Property but must be disposed of in accordance with applicable government laws and regulations.

16. Special Events. **OMITTED BY AGREEMENT.**

17. Rental Houses. **OMITTED BY AGREEMENT.**

18. Rights Retained by Grantor. As owner of the Property, Grantor retains the right to perform any act not specifically prohibited or limited by this Easement or granted to Grantee hereunder. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property, the right to lease, sell, encumber or otherwise transfer the Property, and to grant easements over and through the Property to anyone Grantor chooses, provided that any such action shall be in accordance with terms of this Easement.

19. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

(a) Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property (including repairs to existing structures), to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

20. Enforcement. Grantee shall have the right to prevent and correct violations of the terms of this Easement pursuant to the terms of this Section 20. Grantee may enter the Property for the purpose of inspecting for violations or for compliance with the terms of this Easement, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property. If at any time Grantee finds what it believes is a violation, it may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could irreversibly diminish or impair the open space character, agricultural productivity, scenic qualities or Conservation Values of the Property, Grantee shall give Grantor written notice in accordance with Section 26 of this Easement of the violation and thirty (30) days to correct such violation, before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In addition to injunctive remedies, Grantee shall have the right to seek the following remedies against Grantor or any other person legally responsible in the event that a court finds that a violation of this Easement exists or has occurred: (a) monetary damages, including damages for the loss of

the Conservation Values protected by the Easement; (b) restoration of the Property to its condition existing prior to such violation, including the removal of offending structures; and (c) any other remedies available at law or in equity.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the open space character, agricultural productivity, scenic qualities or Conservation Values of the Property, Grantee may pursue its remedies under this Section 20 without prior notice to Grantor or without waiting for the period provided for the cure to expire. In such case, Grantee shall use reasonable efforts to notify Grantor of such circumstances and proposed action, but the failure to provide such notice shall not limit Grantee's rights under this paragraph.

Waiver of any violation or breach of this Easement shall not operate as a waiver of any future or continuing violation or breach. Failure to enforce any term or provision of this Easement shall not operate thereafter as a waiver of such term or provision.

21. Transfer of Easement. If Grantee dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies under § 170(h) of the Code, then it shall have the right to transfer the conservation easement created by this Easement, and the rights and obligations created hereunder, to any public agency or private nonprofit organization that, at the time of transfer, is a **"qualified organization"** under § 170(h) of the Code, but only if the agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ever dissolves, ceases to exist, or no longer qualifies under § 170(h) of the Code and a transfer has not been made pursuant to the foregoing sentence, a court with jurisdiction shall transfer this conservation easement, and the rights and obligations created hereunder, to another qualified organization having similar purposes that agrees to assume the responsibility. Except as permitted under this Section 21, Grantee shall not otherwise transfer the conservation easement or the rights and obligations hereunder.

Upon such transfer pursuant to this Section 21, all records, plans and documents with respect to the conservation easement and the Property in Grantee's possession shall be provided to such qualified transferee organization to help provide it with an understanding of the Property, the operations thereon, and the conservation easement.

22. Transfer of Property. Any time the Property itself, any part thereof, or any interest therein, is transferred by Grantor to any third party, Grantor shall notify Grantee in writing thirty (30) days prior to such transfer, and the document of conveyance shall expressly refer to this Easement and recite that the Property is subject to this Easement. The failure of Grantor to so notify Grantee shall not impair Grantor's right to transfer the Property. After such transfer, the transferring party shall thereafter have no rights or interest in this Easement, and shall have no liability for any violations of this Easement occurring after the effective date of such transfer, but such transfer shall not affect the continued obligation of any party for matters arising prior to such transfer.

23. Effectiveness of Easement: Amendments. This Easement shall be effective upon execution and enforceable against third parties from and after the time it is recorded with the Register's Office of Williamson County, Tennessee. This Easement may be amended only with the written consent of Grantee and Grantor. Any such amendment shall be consistent with the purposes as stated hereinabove and shall comply with § 170(h) of the Code. Additionally, any

such amendment shall be effective and enforceable as to third parties from and after the time that such amendment is recorded with the Register's Office of Williamson County, Tennessee.

24. Interpretation; Captions; Severability. This Easement shall be interpreted under the laws of the State of Tennessee, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes. The captions in this Easement are for reference purposes only and shall not define, limit or expand the meaning or application of any term, paragraph or section contained herein. This Easement is severable, such that the invalidity, illegality or unenforceability of any term or provision contained herein shall not affect the validity, legality or enforceability of the other provisions in this Easement.

25. Perpetual Duration. The Easement shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, personal and legal representatives, assigns and all other successors as their interests may appear.

26. Notices. Any notices required by this Easement shall be in writing and shall be personally delivered or sent by first class mail, return receipt requested, to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

To Grantor: The City of Franklin, Tennessee
109 Third Avenue South
Franklin, Tennessee 37064
Attn: City Administrator

With a copy to: Karen Beyke
City Attorney
109 Third Avenue South
Franklin, Tennessee 37064

To Grantee: The Land Trust for Tennessee, Inc.
209 10th Avenue South, Suite 530
P. O. Box 23473
Nashville, Tennessee 37202

With a copy to: Stites & Harbison PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219
Attention: Julian L. Bibb

In the event that a party to this Easement shall transfer such party's interest in the Property or under this Easement by conveyance, distribution, operation of law or otherwise, the transferee of such interest shall provide the nontransferring party with written notice of the change of address to which notice is to be sent hereunder.

27. Environmental Matters. Grantor has no actual knowledge of a material release or threatened release of hazardous substances or wastes on the Property during Grantor's ownership

of the Property, or the Property's use as a landfill or dump, and hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste, use of the Property as a landfill or dump.

28. Subordination; Liens. No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for borrowing, provided that any deed of trust, mortgage or lien arising from such a borrowing shall be subordinate to this Easement. On the date of this Easement and of its recording in the Register's Office for Williamson County, Tennessee, the Property and the Easement shall be free of or superior in priority to any deed of trust, mortgage or lien.

29. Acceptance. As evidenced by the signature of Grantee affixed hereto, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Easement.

30. Counterpart Execution. This Easement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

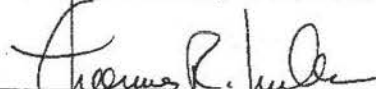
31. Conveyance. This Easement and the conservation easement herein described are quitclaimed subject to such limitations, covenants and restrictions as may affect the Property, but the parties hereto specifically agree to comply with all of the terms and provisions herein contained.

[COUNTERPART EXECUTION PAGES FOLLOW]

**CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE**

IN WITNESS WHEREOF, the undersigned, intending to legally bind themselves, have executed this Easement as of the date first written above.

CITY OF FRANKLIN, TENNESSEE

BY: 
Mayor

By: 
City Administrator

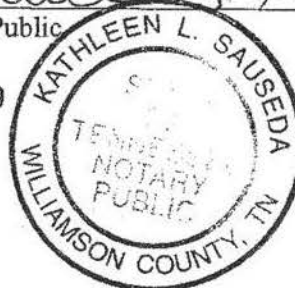
STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, Kathleen L. Sauseda, a Notary Public of said County and State, personally appeared Thomas R. Miller, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Mayor of City of Franklin, Tennessee, the within named bargainor, a Municipality, and that he as such Mayor executed the foregoing instrument for the purposes therein contained, by signing the name of the Municipality by himself as Mayor.

Witness my hand and seal, at Office in Williamson, this 6 day of August, 2007.


Notary Public

My Commission Expires: My Commission Exp. Jan. 20, 2009

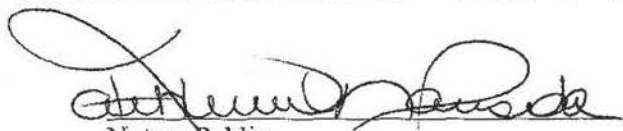


STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

Before me, Kathleen L. Sauseda, a Notary Public of said County and State, personally appeared James R. Johnson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be City Administrator of City of Franklin, Tennessee, the within named bargainor, Municipality, and that he as such City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the Municipality by himself as City Administrator

Witness my hand and seal, at Office in Williamson, this 6 day of August, 2007.


Notary Public

My Commission Expires: My Commission Exp. Jan. 20, 2009



CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned, intending to legally bind itself, has executed this Easement as of the date first written above.

THE LAND TRUST FOR TENNESSEE, INC., a
Tennessee not-for-profit corporation

By: Jean C. Nelson
Print Name: Jean C. Nelson
Title: President and Executive Director

STATE OF TENNESSEE
COUNTY OF ~~WILLIAMSON~~

Before me, Irving L. Fentress,
Notary Public of said County and State, personally appeared JEAN CLINTON NELSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President and Executive Director (or other officer authorized to execute the instrument) of THE LAND TRUST FOR TENNESSEE, INC., the within named bargainor, a Tennessee not-for-profit corporation, and that she as such Executive Director and President executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by herself as Executive Director and President.

Witness my hand and seal, at Office in Nashville, this
22nd day of October, 2007.



Irving L. Fentress
Notary Public

My Commission Expires: 7-25-09

STATE OF TENNESSEE)

Davidson Co
COUNTY OF WILLIAMSON)

The actual consideration for this transfer is NONE.

J. C. Yee

AFFIANT

Subscribed and sworn to before me
on this 22nd day of October, 2007.

Irving L. Fentress

Notary Public



My Commission Expires: 7-25-09

EXHIBIT A

"The Property"

Being a parcel of land in the Ninth Civil District, Williamson County, Franklin, Tennessee, and being generally located on the west side of Franklin Road (U.S. Highway 31) at Harpeth Industrial Drive, and being more particularly described as follows:

BEGINNING at an iron pin in westerly right-of-way line of Franklin Road (US. Highway 31), said iron pin also being the northeast corner of property conveyed to Lee Anderson as of record in Book 478, Page 920, R.O.W.C.;

THENCE, with the northerly line of said Lee Anderson property and also property conveyed to Matthew C. and Stacy D. Ligon, as of record in Book 1774, Page 124, R.O.W.C., the following calls;

N 62° 59' 17" W, 283.11 feet to a point;

S 58° 58' 40" W, 71.34 feet to an iron pin, said pin being the northwest corner of property conveyed to J.C. Anderson, Jr., as of record in Book 146, Page 231, R.O.W.C.;

THENCE, with a westerly line of said J.C. Anderson, Jr., property S 34° 44' 56" W, 115.62 feet to a point in the northerly line of Myles Manor Park Subdivision as of record In Plat Book 1, Page 100, R.O.W.C.;

THENCE, with the northerly line of said Myles Manor Park Subdivision N 60° 03' 39" W, 201.76 feet to a corner post, said post being in the easterly line of property conveyed to Tyler Berry, IV and Dudley M. Berry as of record in Book 1746, Page 401, R.O.W.C.;

THENCE, with said Berry property the following calls:

N 29° 43' 47" E, 94.58 feet to a corner post;

N 60° 21' 33" W, 150.00 feet to a corner post;

S 32° 11' 18" W, 95.85 feet to an iron pin, said pin also being the northeast corner of property conveyed to James Edward Underwood, Jr., and wife, Camille Ruth Underwood, as of record in Book 1018, Page 76, R.O.W.C.;

THENCE, with the northerly line of said Underwood property, N 59° 53' 38" W, 485.00 feet to a point in the westerly line of said Underwood property;

THENCE, with said westerly line of said Underwood property, S 31° 33' 32" W, 891.83 feet to an iron pin in the northerly line of Harpeth Meadows Subdivision, Section 1, as of record in Plat Book 3, Page 16, R.O.W.C.;

THENCE, with said northerly line of Harpeth Meadows, Section 1, and the northerly line of property conveyed to William D. Smith and wife, Barbara Joan Smith, as of record in Book 308, Page 613, R.O.W.C., the following calls:

N 60° 31' 36" W, 1131.79 feet to an iron pin;

N 59° 46' 09" W, 287.44 feet to a point in the middle of the Big Harpeth River;

THENCE, with the meanders of the centerline of said Big Harpeth River, the following calls:

N 59° 43' 15" E, 245.32 feet to a point;

N 02° 24' 30" E, 510.31 feet to a point;

N 20° 40' 53" E, 196.55 feet to a point;

N 44° 00' 52" E, 117.49 feet to a point;

N 52° 26' 05" E, 318.60 feet to a point;

N 57° 08' 27" E, 337.21 feet to a point;

N 50° 01' 45" E, 109.59 feet to a point;

N 23° 58' 59" E, 162.82 feet to a point;

N 13° 08' 06" E, 282.84 feet to a point;

N 20° 31' 44" E, 190.84 feet to a point;

N 32° 39' 06" E, 144.07 feet to a point;

N 60° 23' 49" E, 184.38 feet to a point;

N 77° 14' 11" E, 426.85 feet to a point;

N 57° 34' 20" E, 239.40 feet to a point;

N 10° 48' 14" E, 65.29 feet to a point;

N 27° 06' 03" W, 91.20 feet to a point;

N 46° 52' 37" W, 167.19 feet to a point;

THENCE, leaving the centerline of the Big Harpeth River, with the easterly line of property conveyed to City of Franklin as of record in Book 924, Page 386, R.O.W.C., N 09° 24' 55" E, 378.00 feet to an iron pin, said iron pin also being the southwest corner of property conveyed to D.C. Bowman as of record in Book 62, Page 102, R.O.W.C.;

THENCE, with the southerly line of said D.C. Bowman property, the following calls:

S 82° 04' 22" E, 1222.71 feet to an iron pin;

N 28° 22' 28" E, 410.53 feet to a corner post;

S 81° 02' 31" E, 283.54 feet to a corner post, said post also being in the westerly line of property conveyed to John Walter Guider, as of record in Book 1829, Page 336, R.O.W.C.;

THENCE, with the westerly line of said Guider property, S 05° 48' 43" W, 807.98 feet to a corner post, said post being the southwest corner of Guider property;

THENCE, with the southerly line of said Guider property, S 80° 46' 50" E, 792.61 feet to an iron pin in the westerly right-of-way line of Franklin Road (U.S. Highway 31);

THENCE, with said westerly right-of-way line of Franklin Road (U.S. Highway 31) S 29° 46' 30" W, 1372.27 feet to a point in the northeast corner of property conveyed to Rick and Scott Sharp, as of record in Book 1696, Page 808, R.O.W.C;

THENCE, leaving said westerly right-of-way line of Franklin Road (U.S. Highway 31), with the northerly line of said Sharp property, N 80° 22' 15" W, 180.50 feet to a point in the northwest corner of said Sharp property;

THENCE, with the westerly line of said Sharp property, S 28° 23' 03" W, 114.30 feet to a point at the southwest corner of the Sharp property;

THENCE, with the southerly line of said Sharp property, S 58° 04' 32" E, 163.11 feet to a point in the westerly right-of-way line of Franklin Road (U.S. Highway 31);

THENCE, with said westerly right-of-way line, S 31° 31' 17" W, 348.67 feet to a point at the northeast corner of property conveyed to Rebecca Ann Russell, et. al. as of record in Book 1437, Page 11, R.O.W.C.;

THENCE, leaving said westerly right-of-way line of Franklin Road (U.S. Highway 31) with the northerly line of said Rebecca Ann Russell property, N 59° 02' 23" W, 195.84 feet to a point at the northwest corner of sold Russell property;

THENCE, with the westerly line of said Russell property S 32° 57' 24" W, 98.79 feet to a corner stone, said corner stone being the southwest corner of said Russell property;

THENCE, with the southerly line of said Rebecca Ann Russell property, S 58° 17' 28" E, 198.63 feet to a point in the westerly right-of-way line of Franklin Road (U.S. Highway 31);

THENCE, with said westerly right-of-way line of Franklin Road (U.S. Highway 31), S 30° 47' 25" W, 87.93 feet to a point at the northeast corner of the W.J. Hooper Subdivision as of record in Plat Book 1, Page 59, R.O.W.C.;

THENCE with the northerly line of said W.J. Hooper Subdivision, N 58° 51' 24" W, 409.49 feet to a point at the northwest corner of the W.J. Hooper Subdivision;

THENCE with the westerly line of said W.J. Hooper Subdivision, S 31° 21' 05" W, 222.22 feet to a point at the southwest corner of the W.J. Hooper Subdivision;

THENCE with the southerly line of said W.J. Hooper Subdivision, S 58° 05' 21" E, 406.22 feet to a point in the westerly right-of-way line of Franklin Road (U.S. Highway 31);

THENCE, with said westerly right-of-way line of Franklin Road (U.S. Highway 31), S 31° 51' 15" W, 701.08 to the Point of Beginning.

Containing 8,692,548 square feet or 199.55 acres, more or less.

The address of this property is Harlinsdale Farm Tennessee 37064.

Being the same property conveyed to THE CITY OF FRANKLIN, TENNESSEE by deed of record in Book 3390, page 181, Register's Office for Williamson County, Tennessee.

This Instrument Was Prepared By:

Julian L. Bibb
Stites & Harbison PLLC
Suite 800, 401 Commerce Street
SunTrust Plaza
Nashville, Tennessee 37219

AMENDMENT TO CONSERVATION EASEMENT

ENTERED INTO as of this 4th day of March, ²⁰¹⁴~~2013~~ by THE CITY OF FRANKLIN, TENNESSEE, a Tennessee municipal corporation ("Grantor") to THE LAND TRUST FOR TENNESSEE, INC., a Tennessee not-for-profit corporation ("Grantee").

RECITALS:

1. The Grantor executed in favor of Grantee that certain Conservation Easement of record in Book 4407, page 453, Register's Office of Williamson County, Tennessee ("Conservation Easement").

2. The Conservation Easement provides that "the Grantor shall maintain the Property in large part as a passive public, all as described in the City's Master Plan adopted by the Board of Mayor and Aldermen on January 10, 2006 (the "Master Plan").

3. The Grantor and the Grantee desire to confirm that uses permitted under the Master Plan are also permitted uses under the Conservation Easement.

NOW, THEREFORE, in consideration of the premises and for the purposes of clarity, the Grantor and the Grantee agree as follows:

1. The definition of "Additional Permissible Uses" as set forth in the Conservation Easement shall be amended to include the following:

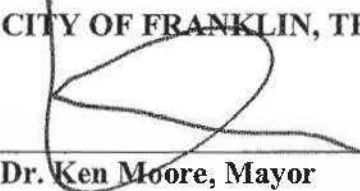
- uses permitted by the Master Plan

2. The Conservation Easement is not amended in any other respect.

ENTERED INTO as of the date first above written.

Pick Up

CITY OF FRANKLIN, TENNESSEE


Dr. Ken Moore, Mayor

14007735

COF Contract No. 2013-0218

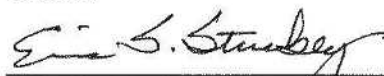
2 PGS:AL-CONSERVATION EASEMENT	
333145	03/06/2014 - 08:14 AM
BATCH	333145
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE

REGISTER OF DEEDS

Attest:



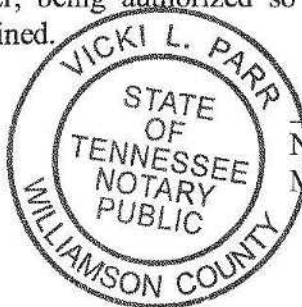
Eric S. Stuckey, City Administrator

STATE OF TENNESSEE)

)ss:

COUNTY OF WILLIAMSON)

Personally appeared before me, **Dr. Ken Moore** and **Eric S. Stuckey**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, after being first duly sworn, acknowledged themselves to be the Mayor and City Administrator/Recorder of the City of Franklin, Tennessee, respectively, and that as such Mayor and City Administrator/Recorder, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

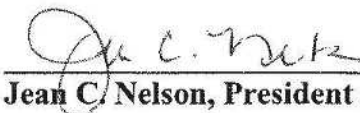


Vicki L. Parr

Notary Public

My Commission expires: 3/21/16

THE LAND TRUST FOR TENNESSEE, INC.



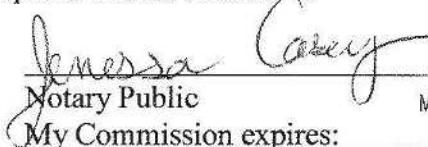
Jean C. Nelson, President and Executive Director

STATE OF TENNESSEE)

)ss:

COUNTY OF Davidson)

Personally appeared before me, **Jean C. Nelson**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, after being first duly sworn, acknowledged herself to be the President and Executive Director of the Land Trust for Tennessee, Inc., and that as such President and Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained.



Notary Public

My Commission expires:

MY COMMISSION EXPIRES:
March 7, 2017



CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☐ street closure

☐ parade

☐ other special event

☐ beer served (*separate permit required*)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) Location requested (if Temporary Street Closure only, list major roads to be closed):

_____ Aspen Grove Park

_____ Liberty Park

_____ Eastern Flank Battlefield Park

_____ Fieldstone Farms

_____ Pinkerton Park

_____ Jim Warren Park

_____ Harlinsdale Farm

Other: _____

2) Name/purpose of event: _____

3) Date or dates of event: _____

4) Time of Event: _____

5) Time of Street Closure (if applicable): _____

Set-Up Date/Time: _____ **Tear-down Date/Time:** _____

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

a) Address: _____

b) Phone: _____ **c) Cell:** _____ **d) Fax:** _____

e) E-mail address: _____

7) Person in charge on day of event: _____

Cell: _____ **E-mail address:** _____



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

Name: _____ Cell: _____ E-mail address: _____

Name: _____ Cell: _____ E-mail address: _____

9) DETAILED description of event (use additional sheets):

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

11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

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

13) Is your organization based in Williamson County? Circle Yes or No

(if no, please state where: _____)

14) Is your organization authorized to do business in Tennessee? Circle Yes or No

15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. _____

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No.

18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? _____

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



- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?

- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.

- 23) During what time period is sound amplification requested? _____
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). _____

- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured. ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. _____

- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

- 29) ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:
-
-
- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



HISTORIC
FRANKLIN
TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

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

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

★
★ **Return application to:** ★
★ City Administrator's Office ★
★ City Hall ★
★ 109 Third Ave South ★
★ Franklin, TN 37065 ★
★ 615-791-3217 ★
★ 615-790-0469 (FAX) ★
★



HISTORIC
FRANKLIN
TENNESSEE

FOR CITY USE ONLY				
Department		Date	Initials	Attach Any Comments
Administration				Comments: _____ Yes _____ No
Business Office				Comments: _____ Yes _____ No
Codes				Comments: _____ Yes _____ No
Engineering				Comments: _____ Yes _____ No
Finance				Comments: _____ Yes _____ No
Fire				Comments: _____ Yes _____ No
Information Technology				Comments: _____ Yes _____ No
Law				Comments: _____ Yes _____ No
Parks				Comments: _____ Yes _____ No
Planning				Comments: _____ Yes _____ No
Police				Comments: _____ Yes _____ No
Risk Manager				Comments: _____ Yes _____ No
Solid Waste				Comments: _____ Yes _____ No
Streets				Comments: _____ Yes _____ No
Water/Wastewater				Comments: _____ Yes _____ No



FOLLOWING IS AN OUTLINE FOR OBTAINING A SPECIAL EVENT PERMIT FROM THE CITY OF FRANKLIN

No person, firm, corporation or organization shall participate in, advertise for or in any way promote, organize, control, manage, solicit, or induce participation in an event on public property or a temporary street closure unless a permit has first been obtained from the City Administrator.

This outline is intended to serve as a guide and may not be inclusive of all City, State, and Federal requirements.

1. Obtain Permit Application Form from the City Administrator's Office (109 Third Avenue South, Suite 103 or online at www.franklintn.gov)
2. Return *completed* application along with a *check or money order for \$100* to the City Administrator's Office at least ninety (90) days prior to event.
3. The completed Special Event Permit Application Form and a Departmental Review Form will be distributed to representatives in the necessary Departments. The Department representatives will recommend approval, denial, or approval with changes. Department representatives may also list any prerequisites required by that Department.
4. The City Administrator's Office, with the help of other City Departments, will determine the minimum number of off-duty police officers and other public safety personnel required to assure the safety of all participants, the safety of the general public, and traffic flow around the event or parade. The event organizer will be responsible for hiring all necessary personnel deemed required by the City Administrator.
5. The Board of Mayor and Aldermen will review all large special event recommendations and determine approval, denial, or approval with changes. Small special events will be reviewed by the Parks Director or the City Administrator.
6. If alcohol, beer, and/or wine is sold or given away, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
7. If the event is approved with changes, the City Administrator's office will assist and/or guide the organizer with making all necessary changes.
8. Included with the letter of conditional approval will be an outline of all necessary additional requirements.
9. Once the event organizer obtains all necessary additional requirements, the City Administrator's office will issue a Special Event Permit. At this time, the event organizer may be required to post a *security deposit, the amount of which will be dependent on the size, nature, and duration of event.*
10. If the event permit is denied, the City Administrator's office will issue a letter of denial. The event organizer may appeal by writ of certiorari to the Chancery Court.

ADDITIONAL REQUIREMENTS

Please read the following section carefully. It contains information that is important to the approval of your event.

A. Tent Permit

Contact: City of Franklin Fire Department
109 Third Avenue South
Franklin, TN 37064
Phone: 615-791-3270, Fax: 615-591-5615

A tent permit is required for all tents 10x12 or larger that are erected for a special event. Large events (with 500 persons or more in attendance) will be required to have a meeting with the Fire Department to discuss Fire Safety issues.

B. Electrical Permit

Contact: Codes Department
City of Franklin
109 Third Avenue South
Franklin, TN 37064
Phone: 615-790-7012

An Electrical Permit may be required for your event. Electrical Permits are obtained through the City's Codes Department. There will be an additional charge for this permit.

C. Health Department Permit

Contact: Director, Williamson County Health Department
1324 West Main Street
Franklin, TN 37064
Phone: 615-794-1542, Fax: 615-790-5967

If food will be served, the event organizer must call the Health Department to discuss rules and regulations. Health Department official(s) will do an on site inspection of all food vendors. The Health Department has the right to close any vendor not abiding by health codes.

D. Fire Marshal Regulations and Inspection

Contact: Fire Marshal
City of Franklin Fire Department
109 Third Avenue South
Franklin, TN 37064
Phone: 615-791-3270, Fax: 615-591-5615

The Fire Marshal's Office reviews site plans to determine clear access for emergency vehicles and clear access to fire hydrants and stand pipes. Event organizers will be required to provide a copy of a site diagram indicating the location of all tents, vendor booths or trailers, vehicles parked on site, stages, portable rest rooms, fencing, entrance gates, alcoholic and non-alcoholic beverage booths, etc. The diagram must also indicate where streets will be blocked and how (fencing, barricades, etc.). The site diagram should be returned with the completed Event Application and will be forwarded to the Fire Marshal's Office for approval. Any changes to the site diagram after initial approval must be re-submitted for review. **Organizers of large events MUST meet with the Fire Marshal's office 30 days prior to event and 5 days prior to event.** If the Fire Marshal On-Site Inspector determines that all rules have not been adhered to, or that unapproved changes have been made to the site layout, he/she can delay or stop the event until the site layout is revised and approved.

E. Alcoholic Beverages

1. Beer Board Permit

Contact: Assistant City Recorder
City of Franklin
109 Third Avenue South
Franklin, TN 37064
Phone: 615-791-3225

Events where beer is available will be required to apply for a beer permit. If there is any question as to whether a permit is needed, the event organizer should contact the City of Franklin's Assistant City Recorder at the above number and discuss the event in detail. A temporary Special Event Beer Permit authorizing the sale of beer on public owned property might be issued. The beer permit application must be in the name of the owner and signed by the owner, officer, chairman, or director of the organization. Due to the time involved in obtaining a Beer Permit, it is suggested that the event organizer start this process at least thirty (30) days prior to the event.

- Complete Application for Beer Permit can be obtained at the Business Office in City Hall (on Public Square).
- Fill out application completely and return it with appropriate fee. The application fee is non-refundable. The application must be filed fifteen (15) days prior to the next Beer Board meeting. The Beer Board meets once a month on the second Tuesday at 4:30 p.m.

2. Tennessee Alcoholic Beverage Commission

Alcoholic Beverage Commission
226 Capital Boulevard
Nashville, TN 37219-1804
Phone: 615-741-1602

The Tennessee Alcoholic Beverage Commission (TABC) is responsible for the enforcement and regulation of all phases of the alcoholic beverage industry in the State of Tennessee. For the sale or give-away of alcoholic beverages, other than beer, please contact them directly. A copy of the TABC permit will be required at your event.

F. Emergency Medical Services

Contact: Williamson Medical Center
Phone: 615-791-2094

The Williamson County Emergency Management Services should be alerted of any possible street closures in case of emergency. They can also provide first aid tents on-site. Please contact Emergency Medical Services for more details.

G. Event Signage

Contact: City of Franklin Codes Department
109 Third Avenue South
Franklin, TN 37064
Phone: 615-794-7012

City of Franklin Codes Department restricts certain types of signage and sign placement. Please contact the Codes Department for specific details.

J. Litter-free event

The City of Franklin encourages all events held in the City to be Litter-free. Event Coordinator should contact **Keep Williamson Beautiful** at 790-5848 or www.keepwilliamsonbeautiful.org for more information.

H. Sanitation and Environmental Services Deposit

City of Franklin Sanitation and Environmental Services Department
417 Century Court
Franklin, TN 37064
Phone: 615-794-1516

Event organizers must post a one thousand dollar (\$1000) deposit for events over 200 and a \$250 deposit for events under 200. The deposit will be refunded if the applicant restores the area to its condition prior to the event. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. The check should be made out to the City of Franklin and delivered to the City Administrator's office.

***NOTE:** Fats, oils and grease are a leading cause of sewer backups, septic system failures and environmental disasters. Events that include deep frying cooking oil operations require that a grease pit be secured for on-site use. The primary sponsor of the event must provide proof a grease waste hauler is contracted to handle the grease waste and removal of the grease pit. All cooking grease **MUST** be removed from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. Sponsors needing assistance securing a grease waste hauler should contact the City's Solid Waste Department.

I. Good Neighbor letter

The event organizer may be required to deliver written notice to all businesses and residents on or near the event site. The notice must include the following:

- Date, time and location of event;
- Date, time and location of all related street closures;
- Name, address, and phone number of event organizer; and
- Name, address, and phone number for City Administrator's office.

It is suggested that the event organizers inform all businesses and residents within a two (2)-block radius of the event, of the event dates and any related street closures. The event organizer must provide the City Administrator's office with a copy of the letter and a mailing list of whom received the letter. If the event takes place in Downtown Franklin, the event organizer should contact the Downtown Franklin Association (615-591-8500) to alert them to possible closures. Any closure of Main Street will have an effect on Downtown businesses.

K. Vendors

For events that have multiple vendors, a form must be completed for *each vendor* that contains: Name and Location of Business, Name of Managing Agent, and Driver's License Number. Background checks will be conducted on *all* vendors. A Map of the event should be returned to City Administrator's office that shows location of each vendor.

ATTACHMENT A

16-107. Littering streets, alleys, or sidewalks prohibited. It shall be unlawful for any person to litter, place, throw, track, or allow to fall on any street, alley, or sidewalk any refuse, glass, tacks, mud, or other objects or materials which are unsightly or which obstruct or tend to limit or interfere with the use of such public ways and places for their intended purposes.

Provided, however, it shall be lawful for persons resident within the corporate limits of the City of Franklin to place fallen leaves at the edge of the public street for collection by the city garbage vehicles if such persons promptly notify the superintendent of streets that leaves have been so placed. From October 1 through December 31, leaves may be placed in loose piles at the street's edge. At all other times, leaves must be placed in bags or garbage cans and placed in a position accessible to city garbage vehicles. Persons not complying with these requirements shall be considered to be littering; to be in violation of this section; and to be subject to the penalties therefore.

Any person violating this section shall, in addition to any fine, which may be adjudged, be liable to the city for the cost of removing any such foreign matter from the streets.

It shall also be unlawful for any person to throw any litter, etc., into any private property from a public thoroughfare. (1976 Code, § 12-207)

ATTACHMENT B

TITLE 16: CHAPTER 5 SPECIAL EVENTS AND TEMPORARY STREET CLOSURES

SECTION

- 16-501. - Definitions.
- 16-502. - Permit or notice required for special events.
- 16-503. - Application for a permit.
- 16-504. - Time of filing application.
- 16-505. - Barricades, litter collection, and sanitary facilities.
- 16-506. - Hold harmless; liability insurance.
- 16-507. - Personnel cost; permit fee; grant program.
- 16-508. - Compliance with laws.
- 16-509. - Conditions in permits.
- 16-510. - Standards for issuance of a permit.
- 16-511. - Issuance or denial.
- 16-512. - Appeals procedure.
- 16-513. - Revocation of a permit.

Sec. 16-501. - Definitions.

- (1) Amusement ride or amusement attraction shall be defined as in Tennessee Code Annotated, § 56-38-102, excluding wholly inflatable attractions.
- (2) Private gathering means a special event that is held on private property and is not open to the public. A private gathering shall not be subject to the requirements of this chapter unless:
 - (a) A temporary street closure is requested;
 - (b) Two hundred or more people gather in a residential area during the course of the event; or
 - (c) Five hundred or more people gather during the course of the event.
- (3) Special event shall mean any public gathering such as a block party, local special event, parade, festival, celebration, concert, carnival, fair, exhibits, trade shows or any similar occurrence to be conducted on public or private property within the City of Franklin, Tennessee. Special events occurring entirely within structures that have been approved by the city for occupancy by 500 or more people shall be exempt from the requirements of this chapter.
- (4) Temporary street closure shall refer to a condition created by special event or private gathering to be conducted within or on any street or intersection in the City of Franklin, Tennessee, that requires all lanes of travel be closed for a public safety purpose. Any request for temporary street closure(s) is deemed a request for a special event and requires a special event permit. Any temporary street closure authorized in whole or in part by the city for municipal purposes, including, but not limited to, conveyance of traffic, or travel is exempt from this chapter. (1976 Code, § 12-501; Ord. No. 2004-64, 8- -2004)

Sec. 16-502. - Permit or notice required for special events.

(1) Notice for private gatherings. No permit shall be required for a private gathering unless a temporary street closure permit is requested; however, 72 hours notice to the police department shall be required. Such notice may be oral and shall contain the date, time and place of the gathering, as well as contact information.

(2) Permit required. No person, firm, corporation or organization shall participate in, advertise for or in any way promote, organize, control, manage, solicit, or induce participation in a special event or a private gathering where a temporary street closure is requested unless a special event permit has first been obtained from the city administrator.

(3) No person, firm, corporation or organization shall violate any of the terms of a permit issued for a special event or this article, nor join or participate in any permitted activity under this article over the objection of the permit holder, nor in any manner interfere with the progress or orderly conduct of a special event. (1976 Code, § 12-502; Ord. No. 2004-64, 8- -2004)

Sec. 16-503. - Application for a permit.

For special events, an application for a permit shall be made upon a form provided by the city administrator and shall contain all of the following information:

(1) The name, residence and business address, and phone number of each person and organization sponsoring the special event. If an organization, the application shall indicate whether it is authorized to do business within the State of Tennessee and contain the names, residences and business addresses, and phone numbers of the president or chairman thereof, and all other persons:

(a) Having an interest or position of management or control in such organization;

(b) Who are or will be engaged in organizing, promoting, controlling, managing or soliciting participation in such special event; and

(c) Who will be vending or soliciting at the event under the special event permit.

(2) The date, or dates, and beginning and ending hours of such special event;

(3) The location, including blocks, streets, or intersections, in which such special event will occur and a map of same, and indicate where a temporary street closure is required, if any;

(4) The estimated number of persons who will participate;

(5) The purpose of the special event;

(6) Whether parking is requested to be restricted or prohibited during such closure;

(7) Whether any sound amplification equipment is proposed to be used, and if so, information describing such sound amplification. No sound amplification equipment shall be used in anyway contrary to the applicable city ordinance on sound amplification equipment, or contrary to the city ordinance on noise pollution;

(8) Whether or not charity, gratuity, or offerings will be solicited or accepted, or sales of food, beverages, including alcohol or beer, or other merchandise will occur;

(9) Whether any temporary street closure will occupy all or only a portion of the street or intersection involved;

(10) Whether the special event includes any amusement attraction or amusement ride; and

(11) Such other information as the city administrator deems reasonably necessary in order to carry out his duties under this chapter. (1976 Code, § 12-503; Ord. No. 2004-64, 8- -2004)

Sec. 16-504. - Time of filing application.

The application shall be filed not less than 90 nor more than 364 days prior to the scheduled street date of such special event. (1976 Code, § 12-504; Ord. No. 98-42, 6- -1998; Ord. No. 2004-64, 8- -2004)

Sec. 16-505. - Barricades, litter collection, and sanitary facilities.

When a special event permit is granted and includes a temporary street closure, applicants shall provide and remove such barricades and warning devices as are deemed necessary by and are acceptable to the city administrator. Applicants shall also provide for the collection and removal, at applicant's expense, of all trash, garbage, and litter caused by or arising out of such special event and for adequate sanitary facilities as are deemed necessary by the city administrator. Each applicant shall enter into a written agreement, specifying the duties to be performed under this section and the costs to be imposed. Such written agreement, shall be in a form approved by the city attorney and shall be binding after approval by the city administrator. (1976 Code, § 12-505; Ord. No. 2004-64, 8- -2004)

Sec. 16-506. - Hold harmless; liability insurance.

Applicants shall agree in writing to assume the defense of and indemnify and save harmless the city, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the city may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of special event and the activities permitted in connection therewith. The city administrator shall require the applicant to submit a certificate of insurance from a Tennessee state-licensed entity prior to the event in an amount no less than as specified in title 22, comprehensive fees and penalties, but within the discretion of the city administrator, depending upon the nature, size and duration of the event. (1976 Code, § 12-506; Ord. No. 2004-64, 8- -2004; Ord. No. 2010-56, § VIII, 9-14-2010)

Sec. 16-507. - Personnel cost; permit fee; grant program.

(1) In addition to a permit fee, applicants shall pay to the city the cost of city personnel who are required by the city to work overtime hours or other than regular shift or perform duties during or because of special event. An application for a special event permit shall be accompanied by a permit review fee as specified in title 22, comprehensive fees and penalties; for special events requiring a beer permit, the total fee for both the beer and special event permits shall be as set forth in title 8, chapter 2 of this Code. Governmental entities shall be exempt from permit fees.

(2) Organizers of events may apply for in-kind support from the City of Franklin, as provided in the "special event grant policy," which is hereby adopted by reference and made a part of this chapter as if fully set forth herein. The city administrator shall have the authority to administer the special event grant policy and amend its terms as needed. A copy of the special event grant policy shall be placed on file at the city recorder's office. (1976 Code, § 12-507; Ord. No. 2004-64, 8- -2004; Ord. No. 2010-56, § IX, 9-14-2010; Ord. No. 2011-25, § I, 6-14-2011, eff. 1-1-2012)

Sec. 16-508. - Compliance with laws.

Prior to issuance of a permit under this chapter, all applicable ordinances and laws shall be complied with and all required permits and licenses shall be secured in connection with such special event, or the proposed activities associated therewith including, but not limited to, peddling, street vending, charitable solicitations, collections or acceptance of gratuities, the sale of food, beverages, including alcohol or beer, or other merchandise, or the use of candles, torches, fires, or other combustibles, or amusement attractions or rides. (1976 Code, § 12-508; Ord. No. 2004-64, 8- -2004)

Sec. 16-509. - Conditions in permits.

(1) Conditions. Any permit granted under this chapter may contain conditions reasonably calculated to reduce or minimize the dangers and hazards to vehicular or pedestrian traffic or to the public health, safety, tranquility, morals, or welfare, including, but not limited to, changes in time, duration, numbers of participants, or noise levels.

(2) Deposit or bond. The city administrator may also require as a condition of the permit a deposit or bond to cover clean-up, damage or other costs. The amount of the deposit or bond shall be related to the size, nature, and duration of the event and shall be refundable, to the extent not exhausted by clean-up, damage or and other costs. (1976 Code, § 12-509; Ord. No. 98-42, 6- -1998; Ord. No. 2004-64, 8- -2004)

Sec. 16-510. - Standards for issuance of a permit.

A permit shall be issued when, from a consideration of the application and from such other information as may otherwise be obtained, all of the following circumstances exists:

(1) The applicant has not knowingly and with intent to deceive, made any false, misleading or fraudulent statements of material fact in the application for a permit or in any other document required pursuant to this chapter;

(2) The applicant has met the standards in this chapter, and paid in advance any fee required and agrees to such conditions as are imposed in the permit;

(3) The time, duration and size of the special event will not substantially disrupt the orderly and safe movement of other traffic or create a public nuisance;

(4) The special event is of a size or nature such that it will not require the diversion of so great a number of public safety officers of the city as to prevent normal public safety protection to the city;

(5) The concentration of persons will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such special event;

(6) The special event will not unduly interfere with the movement of firefighting equipment on the way to a fire or 911 call;

(7) The special event will not unduly interfere with the orderly operation of parks, hospitals, churches, schools, or other public and quasi-public institutions in the city; and

(8) The applicant has provided reasonable means for informing all persons listed in section 16-503, paragraph (1) of this chapter, and all other persons participating in the special event of the terms and conditions of such permit and all applicable laws. (1976 Code, § 12-510; Ord. No. 2004-64, 8- -2004)

Sec. 16-511. - Issuance or denial.

(1) Small special events. A special event where fewer than 200 people gather during the entire course of the event shall be considered a small special event. The city administrator shall have authority to issue or deny a small special event permit. Written notice of the issuance or denial of a permit shall be provided to the applicant within 14 business days of receipt of a complete application.

(2) Large special events. A special event where 200 or more people gather during the entire course of the event shall be considered a large special event. Applications for large special events shall be considered by the board of mayor and aldermen after consideration by the appropriate committees. Applicant must be present at all meetings where the application is considered. Failure to appear shall constitute good cause for denial of an application. At least ten days prior to any committee or board meeting when a special event permit is to be considered, the applicant shall be given written notice by the city administrator that the application will be considered such notice to contain the recommendations of the city administrator and staff.

(3) Calculation. For the purposes of this section, the total number of people shall include all special event participants, workers and attendees.

(4) Denial. Applicants must meet the standards for issuance of a permit in order to receive a permit. Additional criteria for denial may include, but are not limited to:

- (a) Failure to submit a complete application with supporting documentation;
- (b) Previous revocation of a special event permit;
- (c) Previous convictions by the persons listed in section 16-503, paragraph (1) of this chapter for any crime involving moral turpitude within the past ten years;
- (d) A finding that the proposed activity or use will unreasonably interfere with the general public's use and enjoyment of the area at the time of the event or in the future due to repetitive use or damage to a public facility;
- (e) A finding that the proposed activity or use will unreasonably interfere with or detract from the public health, safety or welfare, or involve violence, crime or disorderly conduct, at least to the extent that can be reasonably foreseen;
- (f) A finding that the proposed activity or use will entail extraordinary or burdensome expense or emergency operations by the city; or
- (g) A finding that the proposed activity or use will constitute a nuisance to adjoining property owners.

(5) Notice. Written notice of the issuance or denial of a small or large special event permit shall be provided to the applicant within five business days of any final decision. If a permit is denied, said written notice shall state the reasons for denial. (1976 Code, § 12-511; Ord. No. 98-42, 6- - 1998; Ord. No. 2004-64, 8- -2004)

Sec. 16-512. - Appeals procedure.

An appeal from denial of the permit shall be by writ of certiorari to the chancery court. (1976 Code, § 12-512; Ord. No. 2004-64, 8- -2004)

Sec. 16-513. - Revocation of a permit.

Any permit for a special event issued pursuant to this chapter may be revoked by the city administrator, chief of police, fire chief or fire marshal, or their designees, at any time when by reason of emergency, disaster, calamity, disorder, riot, extreme traffic conditions, violation of this chapter or of any permit conditions, or undue burden on public services, it is determined that

the health, safety, tranquility, morals or welfare of the public or the safety of any person or property requires such revocation in light of all the circumstances. Notice of revocation of a permit shall be delivered in writing to at least one person named upon the permit by personal service or by certified mail, or if the special event has commenced, orally, or in writing, by personal contact or service, or by telephone. If the number of people attending the event exceeds the number permitted in the application, it shall constitute an undue burden on public services and the special event permit may be orally revoked. Continuance of a special event after such notice has been delivered is unlawful. Revocation of a permit, for any reason, shall constitute a valid reason for denial of any future special event application by the same persons, or any combination thereof, listed in section 16-503, paragraph (1) of this chapter.
(1976 Code, § 12-513; Ord. No. 2004-64, 8- -2004)

ATTACHMENT C

16-110. Parades regulated. It shall be unlawful for any club, organization, or similar group to hold any meeting, parade, demonstration, or exhibition on the public streets without some responsible representative first securing a permit from the recorder. No permit shall be issued by the recorder unless such activity will not unreasonably interfere with traffic and unless such representative shall agree to see to the immediate cleaning up of all litter which shall be left on the streets as a result of the activity. Furthermore, it shall be unlawful for any person obtaining such a permit to fail to carry out his agreement immediately to clean up the resulting litter. (1976 Code, § 12-210)



OFFICE USE ONLY:

Permit No: _____

CITY OF FRANKLIN PARKS DEPARTMENT

PARKS EVENT PERMIT APPLICATION

- *Application for 199 participants or less is Due 30 Days Prior to Scheduled Event.*
- *Please read application carefully and fully complete each section.*
- *A non-refundable application fee of \$100 is due at time of filing.*

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

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) Location requested:

Aspen Grove Park_____ Liberty Park_____ The Park @ Harlinsdale_____
Fieldstone Park_____ Pinkerton Park_____ Eastern Flank Battle Park_____
Jim Warren Park_____ Winstead Hill Park_____ Other: _____

2) Name/purpose of event: _____

3) Date or dates of event: _____

4) Time of Event: _____

5) Set-Up Date/Time: _____ Tear-down Date/Time: _____

6) Name of Applicant and Organization Requesting Permit:

a) Address: _____

b) Phone: _____ c) Cell: _____ d) Fax: _____

e) E-mail address: _____



- 7) Person in charge on day of event: _____
Cell: _____ E-mail address: _____
Additional Contact #2: _____
Cell: _____ E-mail address: _____
Additional Contact #3: _____
Cell: _____ E-mail address: _____
- 8) Description of event (use additional sheets if necessary): _____

- 7) ENCLOSE A MAP of event site, detailing any temporary structures, location of vendors, vendor parking, volunteers parking, etc.
- 8) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

- 9) Please attach a list containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.
- 10) Is your organization based in Williamson County? Circle: Yes or No
(if no, please state where): _____
- 11) Is your organization authorized to do business in Tennessee? Circle Yes or No (If yes, please provide a copy.)
- 12) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.



- 13) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. _____
- 14) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle: Yes or No.
- 15) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? _____

- 16) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.
- 17) Will your event require overflow parking?
If yes, how many vehicles do you anticipate _____ (Event organizers are responsible for parking attendants).
- 18) Will any sound amplification equipment be used during the event? Circle yes or no. If no, please skip to Question #22.
- 19) For what purpose will sound amplification be used? (i.e. announcements, entertainment, etc.)

- 20) What type of sound amplification will be provided (DJ, Band, etc.). Please list all that apply:

- 21) During what time period is sound amplification requested? _____
- 22) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.) _____



23) Will any stages, amusement attractions, or amusement rides be erected for the event? Circle: Yes or No.

- If yes, Applicant must give specific details as to the location and type of games/activities, i.e. Horseshoes, relay races, inflatable's, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage, Including Workers Compensation Coverage and listing the City of Franklin as additionally insured.
- For stages constructed on site prior to the event – that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event.
- Rented inflatable's/interactive that are setup and manned by applicant must be included specifically in applicants certificate of insurance.

24) What, if any, vendors will be present at event? (i.e. medical related, shirts, arts, etc.) Please provide detailed listed. Use additional sheets if necessary.

- Will food, beverages, or merchandise be sold or given away? Circle Yes or No.
- If yes, clean-up is required. Please provide name of clean-up provider, phone number, and date and time clean-up is to occur. A refundable damage deposit (current fee schedule) in the form of a check only, is due at the time this agreement is signed by the Parks Director.
- Organizations event coordinator/representative and Parks Dept. representative will conduct a Pre-Event meeting the day prior to event date for Pre-Event Check List site review.
- At the end of the event a Post Event Check List shall be completed by the event coordinator/representative and a Parks Dept. representative to re-assess the site for trash, damage and securing, with caution tape and signage (provided by event group), any tents left for removal.
- Damage deposit will be refunded within ten (10) working days after the event has occurred only after a satisfactory Post Event Check List has been completed and signed off on, by both Parks Dept. and organization requesting event.
- If clean-up is not done properly the organization requesting the permit may be fined (See attachment A).
- NOTE: Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. The primary event sponsor is required to remove all cooking grease from



the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

- Will your event include tents or other temporary structures, propane use, or open flames? Circle: Yes or No. If yes, other permits may be required from the City of Franklin Fire Department or Codes Department.
- Events using tents 10 x 20' or larger require permitting from Franklin Fire Dept., call 791-3270 to schedule inspection. Parks Dept. requires applicant to provide safety measures on all tents, especially those setup the day before the actual date of the event. Tents should be taken down the date the event has ended.

25) *Please read Additional Requirements section of this application for more information.*

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

PLEASE READ ATTACHMENTS BEFORE SIGNING APPLICATION.

- ❖ I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- ❖ I/We do swear or affirm that all of the information given in this application is true and complete.
- ❖ **I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims, including death, to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence, known or unknown, of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator. *(Please see current insurance requirements)***
- ❖ I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- ❖ The application for an event permit shall be filed not less than 30 days nor more than 364 days prior to the scheduled date of such event. Failure to file in a timely manner may result in denial of a permit.



- ❖ The City reserves the right to require one or more City of Franklin police officers or other emergency personnel are present at any and all events that occur within the city limits. Please budget for this request at a rate of \$40.00 per hour at a minimum of three (2) hours.
- ❖ All applications will be reviewed on a case-by-case basis. Some activities may require additional risk management steps to minimize any foreseeable exposures to losses. As such, the city reserves the right to require additional steps to minimize any foreseeable exposures.

BY: _____ Date: _____

(Signature and title – must be officer of organization)

_____ Date: _____

Program Specialist, City of Franklin Parks

_____ Date: _____

Suzanne Carter, Recreation Supervisor, City of Franklin Parks

_____ Date: _____

Paige Cruse, Assistant Director, City of Franklin Parks

Return application to:

City of Franklin Parks Dept.,

P.O. Box 305 Franklin, TN 37065

615-794-2103(office) 615-791-3250 (FAX)

For official use only
**Scan and Send
completed
application with all**

MAP OF EVENT SPACE:



FRIENDS OF FRANKLIN PARKS INCIDENT REPORT

This report should be completed and returned to: Friends of Franklin Parks, PO BOX 549 , Franklin, TN 37064 **NO LATER** than the following day of the noted incident.

Name: _____ Phone: _____

Address: _____ DOB: _____

Incident Date: _____ Time: _____ Location: _____

Activity Involved: _____

Incident Description: _____

Witness Names and Phone Numbers: _____

If there was an injury, describe that injury: _____

Was medical attention administered? If so, what was done? _____

Was there transport to a doctor and/or hospital? _____ If so, to where? _____

Who did the transport? (Parent/EMS) _____

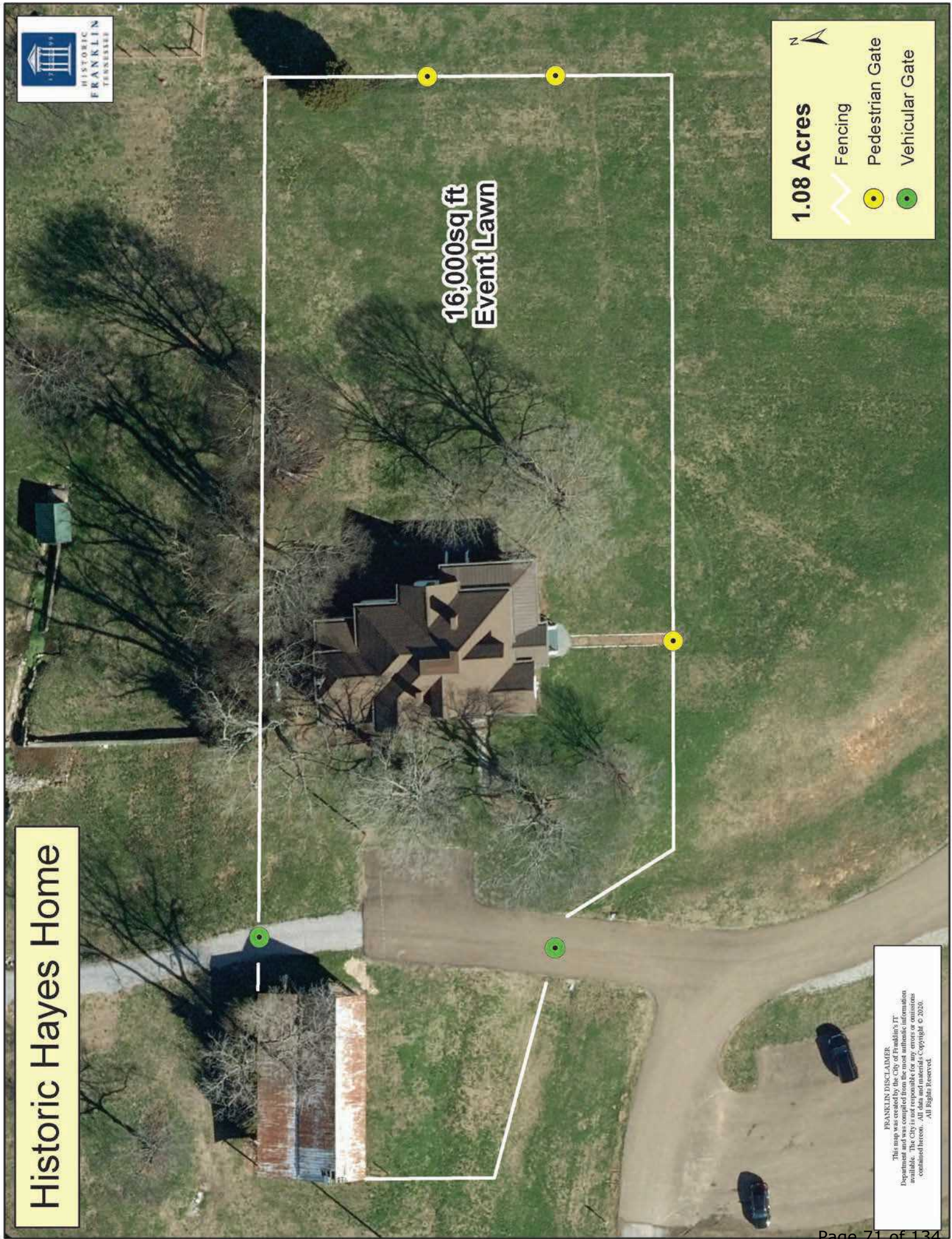
If this was an organized activity, who was the on-site person in charge? _____

☐ City of Franklin notified within 24 hours if incident occurred on city property?

Name/Phone of person completing this report? _____

Parent Names: _____

Historic Hayes Home



16,000sq ft
Event Lawn

1.08 Acres

Fencing

Pedestrian Gate

Vehicular Gate

FRANKLIN DISCIPLINER
This map was created by the City of Franklin, TN
Department and was compiled from the most authentic information
available. The City is not responsible for any errors or omissions
contained herein. All data and material Copyright © 2020.
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City of Franklin, Tennessee Insurance Requirements

City Contract No. [REDACTED] / City Project No. [REDACTED] / City Procurement: [REDACTED]

Before [REDACTED] work pertaining to this procurement / project commences at the City of Franklin, Tennessee ("City") job site / [REDACTED] delivery of the (products and) services pertaining to this City of Franklin, Tennessee ("City") procurement / project commences / [REDACTED] award of the procurement / project by the City of Franklin, Tennessee ("City"), [REDACTED] ("Service Provider") shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage [the table that follows shall be modified by Purchasing for the specific procurement based on direction by CoF Risk Management]:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate - Coverage shall be Primary and Non-Contributory - Limits shall apply on a Per Project Basis - Waiver of Subrogation shall apply	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder ¹ only OR Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached
Workers Compensation ²	- Statutory Limits - Waiver of Subrogation shall apply	Certificate Holder ¹ only
Employers Liability ²	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder ¹ only
Installation Floater	Total value of the total insurable property value of any supplies and materials to be provided by the City (rather than by Service Provider) for the procurement / project	Certificate of Insurance shall indicate Certificate Holder ¹ as Loss Payee
Builders Risk	Total insurable property value of building and materials with Special Cause of Loss form	Certificate of Insurance shall indicate Certificate Holder ¹ as Named Insured or Loss Payee
Employee Dishonesty	\$500,000 Per Occurrence	Certificate Holder ¹ only
Professional Liability	\$1,000,000 Combined Single Limit	Certificate Holder ¹ only
Cyber	\$1,000,000 Cyber Liability \$500,000 Network and Information Security Expenses	Certificate Holder ¹ only

¹ Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

² Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

City of Franklin, Tennessee Insurance Requirements

City Contract No. [REDACTED] / City Project No. [REDACTED] / City Procurement: [REDACTED]

Type of Coverage	Limits of Coverage	Certificate of Insurance
Umbrella or Excess Liability	\$1,000,000 Each Occurrence and \$2,000,000 Aggregate	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations

[If not for a term of award, then use two paragraphs following:]

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the supply and delivery by the Service Provider and the acceptance by the City of all of the products and/or services ordered from the Service Provider, pursuant to this procurement / project, then the Service Provider shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the Service Provider, unless and until the Service Provider provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the supply and delivery by the Service Provider and the acceptance by the City of all of the products and/or services ordered from the Service Provider, pursuant to this procurement / project, then the Service Provider shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the Service Provider, unless and until the Service Provider provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

[If for a term of award, then use two paragraphs following:]

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the term of award, including any extensions thereto, pursuant to this procurement / project, then the Service Provider shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the Service Provider, unless and until the Service Provider provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the term of award, including any extensions thereto, pursuant to this procurement / project, then the Service Provider shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the Service Provider, unless and until the Service Provider provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

[Regardless of whether for a term of award:]

Insurance Requirements date: {date}

Page 2 of 3

City of Franklin, Tennessee Insurance Requirements

City Contract No. [REDACTED] / City Project No. [REDACTED] / City Procurement: [REDACTED]

Service Provider agrees to impose City's insurance requirements upon any subcontractors it utilizes for this procurement / project. Use of any subcontractor for this procurement / project shall have been approved by City in advance of that subcontractor commencing work for this procurement / project.



File #: 20-01440

DATE: November 24, 2020
TO: Capital Investment Committee
FROM: Lisa Clayton, Director of Parks
SUBJECT:

Consideration Of The Updated Master Plan For Liberty Park.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) from the original professional service contract COF Contract No. 2019-0378 updated Liberty Park master plan.

BACKGROUND/STAFF COMMENTS:

On February 11, 2020, the Board of Mayor and Alderman approved COF Contract No. 2019-0378 to retain consultant services to update and revise the original master plan for Liberty Park from 2007. The process took into consideration several months of planning and data collection to incorporate what was originally designed or existing facilities and updating the plan for new sports or activities for future use. The original master plan from 2007 had an amphitheater, nature trails, tennis courts, multiple pavilions for the site. Construction began in 2008 and while some of the elements were added such as parking areas, a disc golf course and playground; the majority stopped due the economy in '08. Since twelve years had passed, the goal was to revisit the site; certain elements originally proposed and how to change the site to fit today's athletic demands.

In the new master plan, inclusion was a key word in updating the plan and improving the overall site. In 2019, the Parks Department met with several users of the park property. First was the Farmer's Market and how improving the site would assist this community driven program to be better for the seller and the buyer during peak seasons of the year. Secondly was a group of Cricket Players who requested practice space on the property. The growing sport of Cricket has over 400+ players in a league operated by Metro Nashville Parks. Over half of the players live in Williamson County with many living in Franklin. The opportunity to work with a diverse group of athletes who work and live in Franklin helped provide input into the new practice facility proposed. The third is building from the original plan of constructing tennis courts and hearing the need for pickle ball courts for the residents in the area. In 2019, the City opened the first mountain biking trails in the Cool Springs area which is less than a mile from Liberty Park. It will be very important to provide a true trailhead, restroom and parking area for those athletes who are starting the sport or decide to do several miles in the future. Where the 2007 plan had nature trails and an amphitheater, those have been replaced with mountain biking trails and adequate parking to serve the trails and disc golf.

FINANCIAL IMPACT:

The total financial impact is projected to be with all improvements approximately fourteen million, three hundred and fifty-four thousand dollars (\$14,353,000). Attached is an itemized budget for the cost of each proposed improvement. Upon approval of the Board of Mayor and Alderman of the 2020 master plan, the Parks Department shall review the current capital improvements budget and update the CIP sheet along with providing the current amount of parkland impact fees set aside to pay for the first set of improvements from the master plan. Currently, the Parks Department has five million, four hundred thousand (\$5,400,000) budgeted for these improvements. Liberty Park is located in quadrant one (1) which is on track to having future development with residential growth to pay for the majority of improvements for this community park over the next five to eight years.

RECOMMENDATION:

Staff recommends that the updated master plan for Liberty Park be recommended for approval by the Board of Mayor and Aldermen.





City of Franklin - Liberty Park				
November 24, 2020			Owner Acceptance	
Description	Tab	Total Cost	Yes	No
Pickleball Facility	1	\$ 446,300		
Tennis Facility	2	\$ 1,314,130		
Main Restroom Building	3	\$ 1,111,980		
Satellite Restroom Building - Dog Park	4.1	\$ 417,450		
Satellite Restroom Building - Cricket Facility	4.2	\$ 424,050		
Satellite Restroom Building - Trails	4.3	\$ 585,900		
Playground Additions	5	\$ 630,230		
Open Air Farmers Market	6	\$ 412,160		
Baseball Batting Cage Addition	7	\$ 367,560		
ADA Ramp and Integrated Stair	8	\$ 252,320		
Refurbished Parking Area	9	\$ 910,510		
Mountain Bike Trail	10	\$ 113,120		
Pump Track	11	\$ 751,000		
Cricket Practice Field	12	\$ 1,852,160		
Cricket Batting Cages	13	\$ 583,590		
Redeified Storm Water	14	\$ 522,090		
12' Sidewalks	15	\$ 421,510		
Mountain Bike Trailhead	16	\$ 9,580		
Baseball Fields Seating Enhancements	17	\$ 1,676,490		
General Conditions (\$55,000 per month)				
Number of Months	10	\$ 550,000		
Construction Costs		\$ 13,352,130	\$ -	\$ -
Design Fee (7.5%)		\$ 1,001,410	\$ -	
Total		\$ 14,353,540	\$ -	





File #: 20-01329

DATE: October 26, 2020
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Ordinance 2020-29, An Ordinance To Establish A School Zone On Carothers Parkway For Thales Academy.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning ordinance 2020-29, an ordinance to establish a school zone on Carothers Parkway from 400 feet north of Monte Bella Place north to Franklin Commons Court/Rosa Helm Way for Thales Academy, a kindergarten through third grade private school.

BACKGROUND/STAFF COMMENTS:

The Gate Church located at 3835 South Carothers Parkway was repurposed in 2020 to Thales Academy, a private school for kindergarten through third grade children. The Engineering Department has been working with the Thales Academy regarding traffic control and vehicle flow in and around the school. The school requested a school zone be established on Carothers Parkway within state and local guidelines due to parent pick up and drop off at this school, as well as for pedestrian activity around the school during these times.

FINANCIAL IMPACT:

It is expected that the school zone signs and flashers will be approximately \$14,000 for procurement and installation. Thales Academy has committed to providing 50 percent of the funding for school zone signs and flashers and the other 50 percent will come from the annual operating budget for Traffic Calming. This is inline with current City partnering and practice for other private school zones within City limits.

RECOMMENDATION:

Staff recommends that Ordinance 2020-29 be recommended for approval by the Board of Mayor and Aldermen.

ORDINANCE 2020-29

AN ORDINANCE TO ESTABLISH A SCHOOL ZONE ON CAROTHERS PARKWAY FROM 400 FEET NORTH OF MONTE BELLA PLACE TO FRANKLIN COMMONS COURT/ROSA HELM WAY.

WHEREAS, the Thales Academy, a kindergarten to third grade school, has requested a school zone be established on Carothers Parkway adjacent to the school; and

WHEREAS, the current speed limit of Carothers Parkway, classified as an arterial roadway, is forty miles per hour (40 mph) adjacent to the school; and

WHEREAS, Engineering Department Staff has completed an engineering evaluation of existing speed limit, vehicle and pedestrian activity associated with the school; and

WHEREAS, engineering principles/judgment for vehicle and pedestrian safety near this school support reducing the speed limit from forty miles per hour (40 mph) to a school zone speed limit of twenty miles per hour (20 mph) during school pick up and drop off times.

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

SECTION I: That the speed limit on Carothers Parkway from 400 feet north of Monte Bella Place to Franklin Commons Court/Rosa Helm Way be reduced from forty miles per hour (40 mph) to a school zone speed limit of twenty miles per hour (20 mph) in both directions of travel during school pick up and drop off times.

SECTION II: That the Director of the Streets Department is hereby authorized and directed to install school zone signs and flashing beacons to regulate the speed in this school zone.

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING
PASSED SECOND AND FINAL READING



File #: 20-01396

DATE: November 10, 2020
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

Consideration Of Change Order 2 To COF Contract No. 2019-0236, A Construction Contract With Civil Constructors, LLC For The Municipal Services Complex Improvements At A Cost Increase Of \$319,188.41 Plus A Bonus For Early Completion Of \$47,000.00.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the closeout, via Change Order No. 2, of COF Contract No. 2019-0236 for the construction of the Municipal Services Complex Improvements.

BACKGROUND/STAFF COMMENTS:

The City of Franklin's Municipal Services Complex, located on Century Court, was opened in 2004. Within this complex are the Solid Waste Transfer Station, Sanitation & Environmental Services Department offices, Fire Department Training Center, and the Police Department's shooting range, shoot house, and vehicle impound lot. With the City's continued growth, the demands on the facility have also grown through the years. Several improvements were needed to allow the facility to continue to serve the City into the future. The primary components of the Municipal Services Complex Improvements project generally include: reconstruction of the heavy duty pavement areas, repair & reconstruction of the leachate collection system, and the installation of additional water main infrastructure to allow for a looped connection between Century Court and the Shadow Green area.

On August 27, 2019, the BOMA approved Resolution 2019-85 to award COF Contract No. 2019-0236 for the construction of the Municipal Services Complex Improvements to Civil Constructors, LLC in the amount of \$2,346,347.00. On April 14, 2020, the BOMA approved Change Order No. 1 at a cost increase of \$514,674.16. The bulk of this additional cost was for additional pavement replacement that was not included in the original bid. Ultimately, substantial completion on this project was reached on August 16, 2020.

Change Order No. 2, which represents the closeout of this project, is for a cost increase of \$319,188.41. This additional cost represents quantity overruns and additional requested work, including: additional stone for trash can storage and for a training area for the Fire Department, additional pavement replacement on the Emergency Vehicle Operations Center (EVOC) pad, and

additional undercutting required to stabilize the subbase for the replacement pavement. This contract also included an early completion incentive of \$1,000 per day (equal to the cost for liquidated damages). The contractor completed the project 47 days early, which results in an additional payment of \$47,000.00 for early completion.

FINANCIAL IMPACT:

COF Contract No. 2019-0236 for the construction of the Municipal Services Complex Improvements was funded by the 2017 and 2019 General Obligation (GO) Bonds (Fund Codes 311 and 312) for a total estimated cost of \$3,150,000.00. The Initial construction contract amount was \$2,346,347.00. Change Order No. 1 was for an increase in the amount \$514,674.16, and Change Order No. 2 (Final) is for a cost increase of \$319,188.41. An Additional \$47,000.00 is due the contractor as bonus for early completion. The final cost for the construction of this project is \$3,227,209.57.

RECOMMENDATION:

Staff recommends that Change Order 2 to COF Contract No. 2019-0236 for the construction of the Municipal Complex Improvements be recommended for approval by the Board of Mayor and Aldermen.

CHANGE ORDER NO.: 2 and FINAL

Owner: **City of Franklin, TN** Date Issued: **9/22/2020**
 Engineer: **[ENTER ENGINEER NAME]**
 Contractor: **Civil Constructors, LLC**
 Project Name: **Municipal Services Complex Improvements**
 Owners Contract No.: **COF 2019-0236**
 Effective Date of Change Order: **9/22/2020**

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

Description:

Change Order No. 2 Final: This Change Order reconciles all final quantities of the contract.

Total Change Order No. 2: \$ 319,188.41

Attachments:

COF 2019-0236 Change Order No. 2 Final Item Quantities and Cost Worksheet

Change in Contract Price		Change in Contract Times [State Contract Times as number of days]	
Original Contract Price:		Original Contract Times:	
\$ 2,346,347.00		Substantial Completion:	May 15, 2020
		Ready for final payment:	June 15, 2020
[Increase] [Decrease] from previously approved Change Orders No. 1:		[Increase] [Decrease] from previously approved Change Orders No.1	
\$ 514,674.16		Substantial Completion:	August 2, 2020
		Ready for final payment:	September 1, 2020
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 2,861,021.16		Substantial Completion:	August 2, 2020
		Ready for final payment:	September 1, 2020
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order: 14 days	
\$ 319,188.41		Substantial Completion:	August 16, 2020
		Ready for final payment:	September 15, 2020
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ \$3,180,209.57		Substantial Completion:	August 16, 2020
		Ready for final payment:	September 15, 2020

MODIFIED - EJCDC® C-941, Change Order.

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EJCDC - 00941

Page 1 of 2

Recommended by Contractor

By: Paul Chell
Title: Project Manager
Date: 9-22-20

Recommended by Department Director

By: Paul Porter
Title: Director of Engineering
Date: 9/25/20

Recommended by City Project Manager

By: David Hodges
Title: Project Manager
Date: 9-22-20

Authorized by Owner

By: _____
Title: Mayor, City of Franklin, TN
Date: _____

MODIFIED - EJCDC® C-941, Change Order.

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EJCDC - 00941

Page 2 of 2

**CONTRACT NUMBER - COF 2019-0236
FINAL QUANTITIES WORKSHEET
MUNICIPAL SERVICES COMPLEX IMPROVEMENTS**

MUNICIPAL SERVICES COMPLEX IMPROVEMENTS															
PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)				Civil Bid		CHANGE ORDER NO. 1			CHANGE ORDER NO. 2 FINAL		FINAL QUANTITY	QUANTITY OVER/(UNDER)	\$ \$ FINAL TOTAL		
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	TOTAL				
FOOTNOTE 1	105-01	CONSTRUCTION STAKES LINES AND GRADES	L.S.	1	\$49,284.00	\$49,284.00	1.00	\$ 12,335.40	\$12,335.40	1.00	\$1,941.00			\$63,560.40	
	202-01	REMOVAL OF STRUCTURES AND OBSTRUCTIONS IN ACCORDANCE WITH SECTION 202-01 OF THE STANDARD SPECIFICATIONS	L.S.	1	\$19,315.00	\$19,315.00	1.00	\$ 4,838.21	\$4,838.21			2.00	-	\$24,153.21	
	202-01.13	REMOVAL OF PIPE (15" STORM)	L.F.	32	\$48.00	\$1,536.00									
	202-01.14	REMOVAL OF PIPE (18" STORM)	L.F.				49.00	\$ 48.00	\$2,352.00					\$1,536.00	
	202-03.02	REMOVAL OF RIGID PAVEMENT	S.Y.	762	\$26.00	\$19,812.00								\$2,352.00	
FOOTNOTE 2	202-08.10	REMOVAL OF CURB (EXTRUDED)	L.F.	16	\$19.00	\$304.00				363.00	\$9,438.00		363.00	\$29,250.00	
	202-08.15	REMOVAL OF CURB AND GUTTER	L.F.	1271	\$7.00	\$8,897.00						16.00	-	\$304.00	
										352.00	\$2,464.00		352.00	\$11,361.00	
	203-01.77	EARTHWORK (INCLUDES ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED), BORROW EXCAVATION (UNCLASSIFIED), EMBANKMENT (UNCLASSIFIED), STRIPPING & STOCKPILE TOPSOIL AND PLACING AND SPREADING SOIL TOPSOIL)	L.S.	1	\$202,742.60	\$202,742.60				1.00	\$44,030.00		2.00	\$246,772.60	
	203-01.77	EARTHWORK	L.S.				1.0000	\$ 14,007.69	\$14,007.69				1.00	-	\$14,007.69
	203-05	UNDERCUTTING (UNIT PRICE BIDS INCLUDES SURGE STONE BACKFILL) (AS DIRECTED BY THE ENGINEER)	C.Y.	500	\$87.00	\$43,500.00	250.00	\$ 87.00	\$21,750.00	1312.00	\$114,144.00		2,062.00	\$179,394.00	
	209-03.20	TEMPORARY FILTER SOCK (18" TYPICAL)	L.F.	1051	\$11.00	\$11,561.00							1,051.00	-	\$11,561.00
	209-40.30	TEMPORARY CATCH BASIN PROTECTION (FLEXSTORM INLET FILTERS WITH OVERFLOW PROTECTION - SEE DETAIL)	EACH	13	\$166.00	\$2,158.00	5.00	\$ 166.00	\$830.00				18.00	-	\$2,988.00
	209-40.31	PERMANENT CATCH BASIN PROTECTION (ADS-FLEXSTORM PERFORATED STAINLESS STEEL FULL TRASH CAPTURE INSERTS - SEE DETAIL)	EACH	15	\$994.00	\$14,910.00	4.00	\$ 994.00	\$3,976.00	-4.00	(\$3,976.00)		15.00	(4.00)	\$14,910.00
	209-40.31	INSTALLATION OF PERMANENT TRENCH DRAIN SCREEN OVER EXISTING PIPE (SEE DETAIL SHEET C300)	EACH	2	\$994.00	\$1,988.00							2.00	-	\$1,988.00
FOOTNOTE 3	209-99.91	CONCRETE WASHOUT (SEE DETAIL)	LS	1	\$5,475.00	\$5,475.00				-1.00	(\$5,475.00)		(1.00)	\$0.00	
	303-01	MINERAL AGGREGATE TYPE A BASE GRADING "D"	TON	2500	\$24.00	\$60,000.00				3683.00	\$88,392.00		3,683.00	\$148,392.00	
	307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPM-B-HM) GRADING B-M2 (TEMPORARY TRENCH REPAIR FOR UTILITIES)	TON	200	\$239.00	\$47,800.00							200.00	-	\$47,800.00
	403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	2	\$1,029.00	\$2,058.00							2.00	-	\$2,058.00
	407-02.13	REMOVAL & DISPOSAL OF EXISTING ASPHALT PAVEMENT	S.Y.	8555	\$12.00	\$102,660.00	4,805.00	\$ 12.00	\$57,660.00			13,360.00	-	\$160,320.00	
	407-20.05	SAW CUTTING ASPHALT PAVEMENT, (TO BE USED AS DIRECTED BY THE ENGINEER FOR CONNECTIONS AT EXISTING ROADWAYS. IF THE CONTRACTOR ELECTS TO SAW CUT FOR OTHER PURPOSES, PAYMENT SHALL BE DISALLOWED UNLESS PRE-APPROVED BY THE ENGINEER.)	L.F.	675	\$5.00	\$3,375.00	43.00	\$ 5.00	\$215.00	765.00	\$3,825.00		1,483.00	765.00	\$7,415.00
	411-02.10	ACS MIX (PG70-22) GRADING D	TON	245	\$123.00	\$30,135.00							245.00	-	\$30,135.00
	411-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	3,076	\$4.90	\$15,072.40							3,076.00	-	\$15,072.40
	501-01.03	PORTLAND CEMENT CONCRETE PAVEMENT 10" (5,000 PSI WITH FIBER REINFORCEMENT)	S.Y.	6,300	\$75.00	\$472,500.00	4,805.00	\$ 75.00	\$360,375.00	272.00	\$20,400.00		11,377.00	272.00	\$853,275.00
	501-01.13	PORTLAND CEMENT CONCRETE PAVEMENT 10" (5,000 PSI HIGH EARLY STRENGTH WITH FIBER REINFORCEMENT)	S.Y.	4,555	\$82.00	\$373,510.00							4,555.00	-	\$373,510.00
	607-02.02	15" CONCRETE PIPE CULVERT (CLASS III)	L.F.	237	\$181.00	\$42,897.00						237.00	-	\$42,897.00	

PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)																					
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	Civil Bid		CHANGE ORDER NO. 1			CHANGE ORDER NO. 2 FINAL		FINAL QUANTITY	QUANTITY OVER/(UNDER)	\$ \$ FINAL TOTAL							
					UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	TOTAL										
	607-02.03	8" HDPE PIPE CULVERT (PER TDOT STANDARD DRAWING D-PB-2)	L.F.	60	\$67.00	\$4,020.00						60.00	-	\$4,020.00							
	611-07.52	ENDWALL (SEE TDOT D-PE-15A)	EACH	1	\$2,149.00	\$2,149.00						1.00	-	\$2,149.00							
	611-09.01	ADJUSTMENT OF EXISTING CATCHBASIN (REPLACE GRATE, ADJUST TO GRADE)	EACH	3	\$792.00	\$2,376.00	2.00	\$ 792.00	\$1,584.00			5.00	-	\$3,960.00							
	611-09.03	CORE CATCH BASINS FOR NEW PIPE	EACH	1	\$718.00	\$718.00						1.00	-	\$718.00							
	611-01.01	MANHOLES, 0'-4" DEPTH	EACH	1	\$4,034.00	\$4,034.00						1.00	-	\$4,034.00							
	611-42.01	CATCH BASINS, TYPE 42, 0'-4" DEPTH	EACH	2	\$5,274.00	\$10,548.00						2.00	-	\$10,548.00							
	611-01.10	OIL WATER SEPARATOR (PROCEPTOR SEE DETAIL)	EACH	2	\$38,374.00	\$76,748.00						2.00	-	\$76,748.00							
	701-02	CONCRETE DRIVEWAY (6")	S.F.	450	\$14.00	\$6,300.00						450.00	-	\$6,300.00							
	702-01.01	EXTRUDED MOUNTABLE CURB	L.F.	16	\$44.00	\$704.00						16.00	-	\$704.00							
	702-03	CONCRETE COMBINED CURB & GUTTER	L.F.	325	\$40.00	\$13,000.00						435.00	-	\$30,400.00							
	704-01.01	CONSTRUCTION ACCESS (INSTALLED ONLY IF DIRECTED BY THE ENGINEER)	L.S.	1	\$8,912.00	\$8,912.00						-1.00	(1.00)	\$0.00							
	707-06.03	REMOVAL AND RESET EXISTING FENCE (AS APPROVED BY THE ENGINEER)	L.F.	150	\$30.46	\$4,569.00						300.00	-	\$9,138.00							
	712-07.03	TEMPORARY BARRICADES (TYPE III) (TO BE USED AS DIRECTED BY THE ENGINEER)	L.F.	50	\$25.16	\$1,258.00						50.00	-	\$1,258.00							
	713-16.35	SIGNS (YIELD, R1-2, 30"x30"x30" (UNIT PRICE BID INCLUDES PERFORATED SQUARE TUBE POST (2" MIN) AND ALL NECESSARY ITEMS FOR A COMPLETE INSTALLATION))	EACH	1	\$1,281.00	\$1,281.00						1.00	-	\$1,281.00							
	713-16.50	REMOVE, STORE AND RESET EXISTING PARKING BLOCKS	EACH	8	\$120.00	\$960.00						8.00	-	\$960.00							
FOOTNOTE 4	714-25	ELECTRICAL CONNECTION / WIRING - (SITE LIGHTING)	L.F.	314	\$18.00	\$5,652.00						314.00	-	\$5,652.00							
	716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.F.	1,345	\$5.50	\$7,397.50						1,345.00	-	\$7,397.50							
	716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	68	\$11.00	\$748.00						68.00	-	\$748.00							
	716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	EACH	8	\$55.00	\$440.00						8.00	-	\$440.00							
	716-05.21	PAINTED PAVEMENT MARKING (4" DOTTED LINE)	L.F.	92	\$9.00	\$828.00						92.00	-	\$828.00							
FOOTNOTE 5	717-01	MOBILIZATION	L.S.	1	\$23,981.00	\$23,981.00	1.00	\$ 4,683.52	\$4,683.52	1.00	\$3,265.00		-	\$31,929.52							
FOOTNOTE 5	730-14.02	SAW SLOT	L.F.	50	\$11.00	\$550.00						50.00	-	\$550.00							
	730-14.03	LOOP WIRE	L.F.	100	\$5.50	\$550.00						100.00	-	\$550.00							
	740-10.04	GEOTEXTILE (TYPE IV) (STABILIZATION) (AS REQUIRED BY THE ENGINEER)	S.Y.	100	\$2.75	\$275.00	278.00	\$ 2.75	\$764.50	-378.00	(\$1,039.50)	-	(378.00)	\$0.00							
	793-13.09	2IN SCHEDULE 40 PVC (INCLUDES ALL BENDS - BENDS SHALL BE GREATER THAN 6' RADIUS) (INCLUDES EXCAVATION AND BACKFILL)	L.F.	50	\$13.00	\$650.00						90.00	40.00	\$1,170.00							
	801-02	SEEDING (WITH MULCH)	UNIT	20	\$33.00	\$660.00						20.00	-	\$660.00							
FOOTNOTE 6	805-12.03	EROSION CONTROL BLANKET (TYPE III)	S.Y.	10	\$2.75	\$27.50						-	(10.00)	\$0.00							
FOOTNOTE 7	S1	6" PVC CLASS 900 FORCEMAIN	L.F.	418	\$139.00	\$58,102.00						418.00	-	\$58,102.00							
	S2	CUT AND CAP/PLUG EXISTING 4" FM	EACH	3	\$991.00	\$2,973.00						3.00	-	\$2,973.00							
FOOTNOTE 15	S3	REMOVAL OF PUMP EQUIPMENT AND ABANDONMENT OF EXISTING PUMP STATION AND RESTORATION INSIDE BUILDING	L.S.	1	\$14,678.00	\$14,678.00						1.00	-	\$14,678.00							
FOOTNOTE 16	S4	ABDONMENT OF EXISTING OIL GREASE INTERCEPTOR	L.S.	1	\$16,617.00	\$16,617.00						1.00	-	\$16,617.00							
	S5	ADJUSTMENT OF EXISTING MH TO GRADE	EACH	1	\$1,025.00	\$1,025.00						1.00	-	\$1,025.00							
FOOTNOTE 8	S6	DOG HOUSE MANHOLE	EACH	1	\$8,246.00	\$8,246.00						1.00	-	\$8,246.00							
FOOTNOTE 8	W1	2" TYPE K COPPER WATER LINE	L.F.	297	\$82.00	\$24,354.00						222.00	(75.00)	\$18,204.00							
FOOTNOTE 8	W2	8" DIP CL 52 WATER LINE	L.F.	77	\$174.00	\$13,398.00						77.00	-	\$13,398.00							
FOOTNOTE 8	W3	10" DIP CL 52 WATER LINE	L.F.	1,407	\$137.00	\$192,759.00						1,407.00	-	\$192,759.00							

PROJECT QUANTITIES (COORDINATE WITH FOOTNOTES)														
FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	Civil Bid		CHANGE ORDER NO. 1			CHANGE ORDER NO. 2 FINAL		FINAL QUANTITY	QUANTITY OVER/(UNDER)	\$ \$ FINAL TOTAL
					UNIT PRICE	TOTAL	QTY	UNIT PRICE	TOTAL	QTY	TOTAL			
FOOTNOTE 13	W6	2" WATER SERVICE METER ASSEMBLY (CITY TO PROVIDE WATER METER)	EACH	2	\$8,488.00	\$16,976.00	(1.00)	\$ 8,488.00	(\$8,488.00)			1.00		\$8,488.00
FOOTNOTE 13	W7	8" WATER SERVICE METER ASSEMBLY (CONTRACTOR TO PROVIDE WATER METER)	EACH	1	\$43,142.00	\$43,142.00						1.00	-	\$43,142.00
FOOTNOTE 13	W8	10" FIRE METER ASSEMBLY (CONTRACTOR TO PROVIDE WATER METER)	EACH	1	\$56,012.00	\$56,012.00						1.00	-	\$56,012.00
FOOTNOTE 14	W8	2" BACKFLOW PREVENTER ASSEMBLY	EACH	2	\$6,248.00	\$12,496.00	(2.00)	\$ 6,248.00	(\$12,496.00)			-		\$0.00
FOOTNOTE 14	W9	8" BACKFLOW PREVENTER ASSEMBLY	EACH	1	\$16,413.00	\$16,413.00						1.00	-	\$16,413.00
FOOTNOTE 14	W10	10" BACKFLOW PREVENTER ASSEMBLY	EACH	1	\$31,264.00	\$31,264.00						1.00	-	\$31,264.00
FOOTNOTE 17	W11	2IN SCHEDULE 40 PVC (INCLUDES ALL BENDS - BENDS SHALL BE GREATER THAN 6" RADIUS) (INCLUDES EXCAVATION AND BACKFILL) (BACKFLOW HEATER AND METER SUMP PUMP)	LF	528	\$13.00	\$6,864.00	(255.00)	\$ 13.00	(\$3,315.00)	-28.00	(\$364.00)	245.00	(28.00)	\$3,185.00
FOOTNOTE 17	W12	ELECTRICAL WIRING - (BACKFLOW HEATER AND METER SUMP PUMP)	LF	815	\$5.00	\$4,075.00	(255.00)	\$ 5.00	(\$1,275.00)	92.00	\$460.00	652.00	92.00	\$3,260.00
FOOTNOTE 17	W13	ELECTRICAL SERVICE CONNECTION (BACKFLOW HEATER AND METER SUMP PUMP)	L.S.	1	\$3,866.00	\$3,866.00						1.00	-	\$3,866.00
FOOTNOTE 12	W15	5-1/4" FIRE HYDRANT ASSEMBLY	EACH	2	\$10,550.00	\$21,100.00						2.00	-	\$21,100.00
FOOTNOTE 9	W16	CONNECT TO EXISTING 10" WATER MAIN	EACH	1	\$4,786.00	\$4,786.00	1.00	\$ 4,786.00	\$4,786.00			2.00	-	\$9,572.00
FOOTNOTE 9	W17	CONNECT TO EXISTING 8" WATER MAIN	EACH	5	\$3,753.00	\$18,765.00						5.00	-	\$18,765.00
FOOTNOTE 9	W18	CONNECT TO EXISTING 2" WATER SERVICE	EACH	2	\$2,356.00	\$4,712.00						2.00	-	\$4,712.00
FOOTNOTE 10	W19	CUT AND CAP EXISTING 2" WATER MAIN	EACH	3	\$1,180.00	\$3,540.00						3.00	-	\$3,540.00
FOOTNOTE 10	W20	CUT AND CAP EXISTING 8" WATER MAIN	EACH	3	\$1,814.00	\$5,442.00	1.00	\$ 1,814.00	\$1,814.00			4.00	-	\$7,256.00
FOOTNOTE 11	W21	10" GATE VALVE	EACH	6	\$2,768.00	\$16,608.00						6.00	-	\$16,608.00
	W22	ADD 3" SCHEDULE 40 PVC FOR DEBRIS BURNER	EACH				42.00	\$ 15.00	\$630.00			42.00	-	\$630.00
	W23	ADD 4" DIP CLASS 52 WATER LINE	LF				75.00	\$ 104.00	\$7,800.00			75.00	-	\$7,800.00
	W24	ADD 4" WATER SERVICE METER ASSEMBLY	EACH				1.00	\$ 22,090.52	\$22,090.52			1.00	-	\$22,090.52
	W25	ADD 4" BACKFLOW PREVENTER ASSEMBLY	EACH				1.00	\$ 9,629.46	\$9,629.46			1.00	-	\$9,629.46
	W26	DEMO BACKFLOW AND BOLLARDS	EACH				1.00	\$ 1,997.06	\$1,997.06			1.00	-	\$1,997.06
	W27	DEMO EXISTING WATER MAIN	LF				80.00	\$ 19.11	\$1,528.80			80.00	-	\$1,528.80
203-01.77		EARTHWORK AND STONE BASE FOR FIRE DEPT AREA	CY				97.00	\$ 87.00	\$8,439.00			97.00	-	\$8,439.00
740-10.04		ADD GEOTEXTILE FABRIC	SY				578.00	\$ 4.00	\$2,312.00			578.00	-	\$2,312.00
203-01.77		ADD EARTHWORK AND STONE FOR TRASH CAN AREA	LS							1.00	\$7,925.00	1.00	-	\$7,925.00
740-10.04		ADD GEOTEXTILE FABRIC	LS							1.00	\$2,150.16	1.00	-	\$2,150.16
PCC-1		PCC PAVEMENT 5" THICK PARKING LOT PATCH	SY		\$49.75					363.00	\$18,059.25			\$18,059.25
FOOTNOTE 18	U1	UTILITY RECORD DRAWINGS	LS	1	\$3,286.00	\$3,286.00								\$3,286.00

BASE BID \$2,312,325.00

BID ALTERNATE A			
FOOTNOTE 19	S7	PUMPS STATION MODIFICATIONS (BID ALTERNATE)	Civil Bid
			\$34,022.00
			\$34,022.00

TOTAL CONTRACT BID

\$2,346,347.00

TOTAL \$514,674.16

\$319,188.41

\$ 34,022.00

NEW CONTRACT TOTAL

\$2,861,021.16

\$3,180,209.57

\$3,180,209.57



HISTORIC
FRANKLIN
TENNESSEE

Memorandum To: Paul Holzen, P.E.
Engineering Director

Date: September 25, 2020

Re: COF 2019-0236 Municipal Services Complex Improvements
Change Order No. 2 Final
Bonus for Early Completion.

The Board of Mayor and Aldermen entered into contract COF 2019-0236, Municipal Services Complex Improvements on August 27, 2019 with Civil Constructors. The Substantial Completion date for the contract work to be finished was August 16, 2020.

All work at the Complex was finished and accepted by the City on July 1, 2020. According to Section 3.04, C, of the approved contract:

Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor **\$1,000** for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to **\$50,000**.

Therefore, I recommend payment of **\$47,000.00** (47-day early finish * \$1000.00 per day) be made to Civil Constructors for early completion as per contract agreement.

A handwritten signature in blue ink, appearing to read 'David L. Hodnett', is written over a horizontal line.

David L. Hodnett, P.E.
Project Manager



File #: 20-01436

DATE: November 20, 2020
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Sarah Roop, Right of Way Agent

SUBJECT:

Consideration Of Draft Resolution 2020-253, A Resolution Authorizing The City Administrator To Approve Agreements And The Use of Condemnation, If Necessary, For The Acquisition Of Rights-Of-Way And/Or Easements For The Jordan Road Improvements Project (COF Project No. 2020-012).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-253.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). Included in that project list was Jordan Road (Aspen Grove Drive to Mallory Lane), also know as the Jordan Road Improvements project. This project is approximately 1,400 feet long, beginning at Aspen Grove Drive and ending just west of Mallory Lane. The improvements generally include: replacement of the bridge crossing the South Prong of Spencer Creek, reconstruction of the roadway to current standards, the construction of sidewalk and bike lanes, and some minor utility relocations.

Staff has been working with a consultant to update the construction plans, which were originally completed several years ago, to meet current standards and to accommodate recent changes in the area. While staff is working with the designer to finalize the plans, the right-of-way and easement acquisition process can begin with the performance of formal appraisals. Upon receiving the appraisals in the first quarter of 2021, staff would like to begin negotiations to acquire the rights-of-ways and/or easements needed to construct the project. In an effort to expedite the process, staff is requesting that the BOMA authorize the City Administrator to approve agreements to acquire the rights-of-way and/or easements on behalf of the BOMA. Additionally, staff is requesting that the City Attorney be authorized to proceed with condemnation to acquire the needed property via eminent domain, but only if negotiations fail. All acquisitions will continue to be reported to the BOMA.

FINANCIAL IMPACT:

There is no direct financial impact associated with Resolution 2020-253. Expenses will occur as the individual property acquisitions are settled.

RECOMMENDATION:

Staff recommends that Resolution 2020-253 be recommended for approval by the Board of Mayor and Aldermen.

RESOLUTION 2020-253

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE AGREEMENTS AND THE USE OF CONDEMNATION, IF NECESSARY, FOR THE ACQUISITION OF RIGHTS-OF-WAY AND EASEMENTS FOR THE JORDAN ROAD IMPROVEMENTS PROJECT (COF PROJECT NO. 2020-012)

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (“the Board”) has determined that the construction of certain roadway, bicycle, pedestrian, and other infrastructure improvements within the city limits are necessary, suitable, and desirable for the public welfare; and

WHEREAS, these improvements are generally described as the widening and reconstruction of Jordan Road, including the construction of bicycle, pedestrian, and other infrastructure improvements, from Aspen Grove Drive to just west of Mallory Lane; and

WHEREAS, it will be necessary, in order to construct said improvements, for the City to obtain additional rights-of-way (“real property”) and easements (“real property interest”) from the owners of the properties listed on the attached Exhibit A; and

WHEREAS, the Board finds that it is in the best interests of the City of Franklin and for efficiency when acquiring rights-of-way and/or easements (“property acquisition”) for the Jordan Road Improvements Project (COF Project No. 2020-012) to authorize the City Administrator to approve said property acquisition agreements; and

WHEREAS, the price to be paid for property acquisition shall be established by a qualified appraiser; and

WHEREAS, it has been general practice by the City to allow the staff performing the acquisition negotiations the ability to increase the offer by up to an additional ten percent (10%) or Ten Thousand Dollars (\$10,000.00), whichever amount is greater; and

WHEREAS, the Board expressly finds that the City has the power of eminent domain to extend public roads (see T.C.A. §29-17-301 *et seq.*) and to acquire easements and rights-of-way necessary for proper completion of the said improvements, and that the acquisition of such easements and/or rights-of-way is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

WHEREAS, the Board believes that the removal of certain contracts and purchases from the Board’s agenda provides for more expedient conduct of City business; and

WHEREAS, all property acquisitions shall be reported to the Board as items approved by the City Administrator on behalf of the Board.

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

SECTION 1. The City Administrator, the City Engineer, and the City Attorney are authorized to obtain the necessary rights-of-way, permanent easements, and/or temporary easements on and/or across the properties listed in Exhibit A hereto and may enter into agreements with property owners with

respect to the compensation to be paid for the said rights-of-way and/or easements, so long as such amounts are reasonable and supported by a qualified appraisal.

SECTION 2. In an effort to avoid the condemnation process and to complete the property acquisition process as efficiently as possible, the City Administrator or his designee is authorized to increase the purchase price offer above appraised value by up to ten percent (10%) or Ten Thousand Dollars (\$10,000), whichever is greater.

SECTION 3. If an in impasse is reached during negotiations with a property owner and condemnation is the only alternative, then the City Attorney is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Administrator, the City Engineer, and the City Attorney are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable and supported by a qualified appraisal.

SECTION 4. All land acquisitions completed under the authority granted by this resolution shall be reported to the Board of Mayor and Aldermen.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

RESOLUTION 2020-253
EXHIBIT A

TAX MAP NUMBER	PARCEL NUMBER
062F A	00102
062	02224
062	02221
062F A	00200
62	02222
062F A	00201
062	00602
062	02100
062	00617
062	02115



File #: 20-01340

DATE: October 28, 2020
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration Of Resolution 2020-225, A Resolution To Supply Sanitary Sewer Services To 4038 Clovercroft Road.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution No. 2020-225 to provide sanitary sewer services to 4038 Clovercroft Road.

BACKGROUND/STAFF COMMENTS:

Date of Request: 8/12/20.
SFUE's Requested: 1.
Domestic Water Meter Size(s): ¾".

This property is located outside of the City limits, on Clovercroft Road in the Mayes Creek Basin. It is a single family residence currently on a septic system and requesting to tie on to City sewer. A City sanitary sewer main is located directly across Clovercroft Road from this property. This availability was presented to the Board at Worksession October 13, 2020 and was approved at BOMA October 27, 2020. Consistent with Board policy, a sanitary sewer service will be extended contingent upon the property owner entering into a Availability Agreement and an Annexation Agreement that states the property will annex into the City of Franklin in the future at the request of the City.

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

- Property owner expresses a desire to annex into the City when the City deems it appropriate.
- Property owner is responsible for all costs to connect to the public sanitary sewer system.
- The conditions of the Agreements shall be recorded at the Williamson County Register of Deeds.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that Resolution 2020-225 be recommended for approval by the Board of Mayor and Aldermen.

RESOLUTION NO. 2020-225

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO PROVIDE SANITARY SEWER SERVICES TO 4038 CLOVERCROFT ROAD (MAP 079 PARCEL 05500) CONTINGENT UPON ALL CONDITIONS PRESENTED HEREIN.

WHEREAS, SONIA FAMILY TRUST (hereinafter "Property Owner") currently owns the property known as 4038 Clovercroft Road (Map 079 Parcel 05500) (hereinafter "Property"); and

WHEREAS, on August 12, 2020, Property Owner submitted a Request for Sewer Availability for 1 SFUE (1 SFUE = 350 gallons per day); and

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

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

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

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form

By: _____
Shauna R. Billingsley, City Attorney



File #: 20-01129

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

Consideration Of COF Contract No. 2020-0278 With AECOM USA, Inc., A Professional Services Agreement For Pump Station Evaluation And Structural Support For Franklin Water Treatment Plant.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a contract with AECOM USA, Inc., regarding pump station evaluation services for the collection system and structural support design for the water treatment plant.

BACKGROUND/STAFF COMMENTS:

As part of the ongoing efforts of the Water Management Department to maintain and efficiently operate the collection system, annual pump stations evaluations are necessary to understand areas of deficiencies and improvements that can be made to stations. The WMD has selected the Riverview pump station located in the Forrest Crossing subdivision and is in the process of identifying up to two additional stations as part of this analysis. This contract will be evaluating structural, hydraulic, capacity, HVAC, electrical, and operational conditions of the station & building and provide recommendations for improvements.

As part of the continued operation of the water treatment plant, there are several valves that are located in pipe runs near the ceiling of the building, with no safe access to operate these should they be needed. This contract will evaluate the area and provide recommendations for additional scaffolding or platforms that would provide safe means for exercising these valves. Once a recommendation is selected, the preparation of bidding drawings and specifications will be prepared to implement the design.

FINANCIAL IMPACT:

This professional services agreement will be completed on a not-to-exceed amount of \$158,760.00 and has been budgeted for in the WMD budget: \$48,990 in wastewater operating (431-82560-52212) and \$109,770 in water treatment plant operating (421-82560-52103).

RECOMMENDATION:

Staff recommends that COF Contract No. 2020-0278 be recommended for approval by the Board of Mayor and Aldermen.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2020-0278**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **AECOM USA, 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:

**GOOSE CREEK, REDWING AND RIVERVIEW PUMP STATIONS
EVALUATION AND FRANKLIN WTP VALVE ACCESS IMPROVEMENTS**

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Amount of One Hundred Fifty-Eight Thousand Seven Hundred Sixty Dollars (\$158,760.00).

**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 claims, judgments, losses, damages, and expenses to the extent such claims, 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 claims, 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. The City shall retain an ownership and property interest therein whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the Consultant by the City.
- 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.

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No

arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

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

ARTICLE 13. SURVIVAL.

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

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

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney

Goose Creek/Redwing and Riverview PS Evaluation, Future PS Evaluation and
Franklin WTP Valve Access Improvements
Proposal for Professional Services



**GOOSE CREEK/REDWING AND RIVERVIEW PUMP STATION EVALUATIONS,
FUTURE PUMP STATION EVALUATION
AND
FRANKLIN WTP VALVE ACCESS IMPROVEMENTS
PROPOSAL FOR PROFESSIONAL SERVICES**

AECOM
1000 CORPORATE CENTRE DRIVE, SUITE 250
FRANKLIN, TN 37067

October 16, 2020

**Goose Creek/Redwing and Riverview PS Evaluation, Future PS Evaluation and
Franklin WTP Valve Access Improvements
Proposal for Professional Services**

As requested by the City of Franklin's Water Management Department (WMD), AECOM has prepared this proposal for three specific tasks. **Task 1** consists of Goose Creek/Redwing and Riverview Pump Station capacity evaluations. **Task 2** involves an additional pump station capacity evaluation to be identified by the WMD at a future date. **Task 3** entails evaluation and design of access improvements to selected overhead valves at the City of Franklin's Water Treatment Plant (WTP).

BACKGROUND

Task 1 - Goose Creek/Redwing and Riverview Pump Station Evaluation

The City of Franklin's WMD maintains and operates wastewater pump stations across the City's sanitary sewer service area. On a routine basis the WMD conducts evaluations of their pump stations to determine the overall condition and ensure pump stations keep up with the rapidly growing flows. AECOM was selected by the City to perform an evaluation of two of these pump stations: Goose Creek/Redwing and Riverview.

The **Goose Creek/Redwing Pump Station (PS)** is located in the Goose Creek drainage basin at 1361 Ascot Lane near the intersection of Interstate 65 and Harpeth River (see Figures 1 and 2). This pump station has the following features:

- Two 24.8 HP ABS submersible pumps rated 600 gpm @ 67.7' TDH each.
- US Filter Pump Controls consisting of on/off/local high-level alarm and high temperature cut-off
- Control panel containing Pump H-O-A Switch, level controller, 3 phase/60 cy/460V power, and Healy/Ruff radio telemetry system auxiliary power.
- 180 KVA Kohler natural gas-powered emergency generator with automatic transfer switch.



Figure 1- Redwing PS Location



Figure 2- Redwing PS Building

The **Riverview PS** is located near the Franklin Bridge Golf Club driving range in Forrest Crossing subdivision between 724 and 720 Riverview Drive (see Figures 3 and 4). This pump station has the following features:

- Two 10 HP Demings' centrifugal pumps rated 200 gpm @ 106' TDH each.
- Transducer/1 Float: On/off/local high-level alarm and dry well high-water alarm.
- Control panel containing Pump H-O-A Switch, level controller, 3 phase/60 cy/460V power, and power radio telemetry system.

**Goose Creek/Redwing and Riverview PS Evaluation, Future PS Evaluation and
Franklin WTP Valve Access Improvements
Proposal for Professional Services**



Figure 3- Riverview PS Location



Figure 4- Riverview PS Layout

The City of Franklin has worked on master planning efforts to increase the existing sewer capacity in the Goose Creek area to 3.0 MGD average flow up to 10.0 MGD peak flows. Efforts to improve the sewer infrastructure in the Goose Creek area will ensure the City will be prepared for the rapidly growing population. In order to achieve this, several interceptors have been constructed (Southeast and Goose Creek Interceptors) and a new pump station is being considered in the Goose Creek area. Before constructing a new pump station near the existing Goose Creek/Redwing PS, the City of Franklin has requested that AECOM perform an evaluation of the existing Goose Creek/Redwing PS to determine the overall condition of the station and evaluate the capacity of the station.

Similar to the Goose Creek area, the Forrest Crossing Subdivision has experienced tremendous growth warranting an evaluation of the aging Riverview PS. The City of Franklin has asked AECOM to perform an evaluation of the overall condition of the Riverview PS as well as a capacity evaluation.

Task 2 – Future Pump Station Evaluation (TBD)

AECOM is prepared to perform a capacity evaluation of a yet to be identified pump station as determined by the City of Franklin.

Task 3 – WTP Valve Access Improvements

The City also requested that AECOM perform an evaluation and design of access improvements to several process valves at the water treatment plant (WTP). The plant staff is currently operating two 24-inch butterfly valves and one 16-inch butterfly valve with the help of a chain wheel and approximately 30 feet of chain. There are six 10-inch butterfly valves that cannot be accessed along with three 10-inch GAC flowmeters and three 2-inch combination air/vacuum valves. Some of the valves of concern are shown in Figure 5. AECOM has prepared conceptual drawings generally depicting the proposed access improvements at the WTP and are provided in **Appendix A**.



Figure 5 - Franklin WTP Valve Access Area

**Goose Creek/Redwing and Riverview PS Evaluation, Future PS Evaluation and
Franklin WTP Valve Access Improvements
Proposal for Professional Services**

SCOPE OF WORK

The scope of work for the services requested has been divided into three tasks. **Task 1** is the evaluation of the Redwing and Riverview PS's, **Task 2** is the future evaluation of a pump station to be determined by the City and **Task 3** is the evaluation and design of proposed improvements to access selected process valves at the WTP.

Task 1 – Goose Creek/Redwing and Riverview Pump Station Evaluations

AECOM met with the WMD to gain a general understanding of the pump stations and the components of the evaluation. AECOM understands the pump stations evaluation generally will consist of determining and documenting the condition of the mechanical and electrical equipment at both pump stations, identify immediate needs for repair or replacement, define and determine increase pump station capacity where required, and identify requirements for redundancy. The proposed work is summarized in the following subtasks.

Subtask 1.1 – Kick-off Meeting

AECOM will conduct a brief project kick-off meeting with the City to discuss goals and evaluation criteria for the analysis and for the purpose of both data acquisition and evaluation of existing conditions in the field (i.e., site visit to the Redwing and Riverview PS's).

Subtask 1.2 – Field Assessment

AECOM will evaluate the following existing site conditions of the two pump stations. The pump station assessment will generally involve isolating incoming flow; pumping down the wet well; performing a visual assessment of the of the pump station walls, pumps, internal piping, HVAC and electrical systems along with above ground features. A typical pump station inspection form is provided in **Appendix B** for reference. Apparent structural deficiencies identified during the site visit will be captured on the form. Currently, structural evaluation does not include non-destructive testing.

The City staff will need to isolate flow into the pump station, which will likely need to occur during low flow times. Once isolation has occurred, AECOM will work with the City to conduct drawdown tests for each of the two pumps to determine their pumping capacity. Following the final drawdown effort, the City will washdown the pump station walls, and AECOM will conduct a visual assessment of the wet well walls and the pump station piping. The City staff will raise the pumps to the ground surface for AECOM to conduct a visual assessment of the pumps.

AECOM and our electrical subconsultant I.C. Thomasson will also conduct a visual assessment of the electrical panel and motor control centers and identify potential electrical improvements based on existing capacity needs for the station.

Subtask 1.3 – Existing Capacity Evaluation

Following the drawdown test, AECOM will complete a pump station performance evaluation and verify current capacity in relation to the original design, including the published best efficiency point (BEP) of the pump curve. AECOM will compare the theoretical capacity of the pump station by calculating the total dynamic head (TDH) at various flowrates to construct a system head curve (including a range of operation for each pump) that will be compared to both the drawdown test data and historical SCADA data at the station.

A review and analysis of the SCADA data will provide insight on both the average cycle and runtimes of each pump at the station. This analysis will highlight potential pump performance issues that are not consistent

**Goose Creek/Redwing and Riverview PS Evaluation, Future PS Evaluation and
Franklin WTP Valve Access Improvements
Proposal for Professional Services**

with industry standards and may signal existing capacity issues in relation to original design conditions. AECOM will present short-term operational recommendations that may improve pump operation and capacity issues identified during this evaluation. AECOM will work with the City to obtain and review overflow data which could impact the capacity analysis of the station. The information gathered in this subtask will be presented in the evaluation report discussed below.

Subtask 1.4 – Evaluation Report

AECOM will prepare a brief report summarizing our evaluation efforts and presenting recommendations to address the identified concerns. AECOM's analysis will be conducted based upon information furnished by the City to include: existing pump curves, pump flows, pump operating times, equipment maintenance records, GIS data and mapping, and population projections along with any other relevant information. AECOM will submit a draft report to the City, conduct a comments review meeting with the City, finalize the report, and submit a final report to the City with recommendations for improvements, if any, to address operational and capacity related issues.

Task 2 – Future Pump Station Evaluation

AECOM will meet with the WMD to gain a general understanding of the pump station and the components of the evaluation. AECOM understands the pump station evaluation generally will consist of determining and documenting the condition of the mechanical and electrical equipment at the pump station, identify immediate needs for repair or replacement, define and determine increased pump station capacity where required, and identify requirements for redundancy. The proposed work is summarized in the following subtasks.

Subtask 2.1 – Kick-off Meeting

AECOM will conduct a brief project kick-off meeting with the City to discuss goals and evaluation criteria for the analysis and for the purpose of both data acquisition and evaluation of existing conditions in the field (i.e. site visit).

Subtask 2.2 – Field Assessment

AECOM will evaluate the following existing site conditions of the two pump stations. The pump station assessment will generally involve isolating incoming flow; pumping down the wet well; performing a visual assessment of the of the pump station walls, pumps, internal piping, HVAC and electrical systems along with above ground features. A typical pump station inspection form is provided in **Appendix B** for reference. Apparent structural deficiencies identified during the site visit will be captured on the form. Currently, structural evaluation does not include non-destructive testing.

The City staff will need to isolate flow into the pump station, which will likely need to occur during low flow times. Once isolation has occurred, AECOM will work with the City to conduct drawdown tests for each of the two pumps to determine their pumping capacity. Following the final drawdown effort, the City will washdown the pump station walls, and AECOM will conduct a visual assessment of the wet well walls and the pump station piping. The City staff will raise the pumps to the ground surface for AECOM to conduct a visual assessment of the pumps.

AECOM and our electrical subconsultant I.C. Thomasson will also conduct a visual assessment of the electrical panel and motor control centers and identify potential electrical improvements based on existing capacity needs for the station.

**Goose Creek/Redwing and Riverview PS Evaluation, Future PS Evaluation and
Franklin WTP Valve Access Improvements
Proposal for Professional Services**

Subtask 2.3 – Existing Capacity Evaluation

Following the drawdown test, AECOM will complete a pump station performance evaluation and verify current capacity in relation to the original design, including the published best efficiency point (BEP) of the pump curve. AECOM will compare the theoretical capacity of the pump station by calculating the total dynamic head (TDH) at various flowrates to construct a system head curve (including a range of operation for each pump) that will be compared to both the drawdown test data and historical SCADA data at the station.

A review and analysis of the SCADA data will provide insight on both the average cycle and runtimes of each pump at the station. This analysis will highlight potential pump performance issues that are not consistent with industry standards and may signal existing capacity issues in relation to original design conditions. AECOM will present short-term operational recommendations that may improve pump operation and capacity issues identified during this evaluation. AECOM will work with the City to obtain and review overflow data which could impact the capacity analysis of the station. The information gathered in this subtask will be presented in the evaluation report discussed below.

Subtask 2.4 – Evaluation Report

AECOM will prepare a brief report summarizing our evaluation efforts and present recommendations to address the identified concerns. AECOM's analysis will be conducted based upon information furnished by the City to include: existing pump curves, pump flows, pump operating times, equipment maintenance records, GIS data and mapping, and population projections along with any other relevant information. AECOM will submit a draft report to the City, conduct a comments review meeting with the City, finalize the report, and submit a final report to the City with recommendations for improvements, if any, to address operational and capacity related issues.

Task 3 – WTP Valve Access Improvements

AECOM met with the WMD on December 10, 2019 to gain a general understanding of the valves that were of concern and what access issues the plant staff are currently experiencing. A picture of the general location in question is shown in Figure 5. AECOM understands the assessment and development of proposed modifications will include the following subtasks.

Subtask 3.1 – Kick-off Meeting

AECOM will conduct a brief project kick-off meeting with the City to discuss goals and assessment criteria. During the kick-off meeting AECOM hopes to acquire pertinent data and evaluate the existing conditions in the field (i.e., site visit to the WTP). AECOM will prepare and distribute an agenda prior to the meeting and will prepare and distribute a meeting summary following the meeting.

Subtask 3.2 – Data Gathering

AECOM will collect as-built drawings from the City and conduct a scanned survey of the existing features in the valve room. AECOM will discuss with plant personnel about the challenges and concerns they have with accessing the existing valves and their preference on access for operations and maintenance.

Subtask 3.3 – WTP 3D Scan

AECOM plans to use Civic Engineering to perform an as-constructed survey to locate all appurtenances related to the WTP valve access improvements project work space to provide the basis for design. Appropriate methods shall be used to accurately develop a model of the workspace, valves and all related appurtenances that may include laser scanning, infrared, true color photogrammetric methods, as well as, direct measurements to develop an accurate 3D representation of the as constructed workspace.

**Goose Creek/Redwing and Riverview PS Evaluation, Future PS Evaluation and
Franklin WTP Valve Access Improvements
Proposal for Professional Services**

Subtask 3.4 – Progress Meetings

AECOM will conduct monthly (total of four) project progress update meetings in Franklin with the City's staff to review project progress, address concerns, and discuss any actions needed by the City. Three days prior to the meeting, AECOM will forward the proposed agenda to the City for review and comment. AECOM will coordinate the meeting with the City staff's schedule. AECOM will lead the meeting and provide a meeting summary to the participants within one week of the meeting. As appropriate, these meetings can occur on the same day as deliverable review meetings.

Deliverables: Meeting agendas and summaries.

Subtask 3.5 – Conceptual Design Phase – 10% Draft Design

AECOM will develop conceptual schematic design containing 10% draft WTP valve access improvements. These drawings will incorporate the proposed concept access design and include the walkways, doorways, supports and general notes, as well as an electrical evaluation of potential electrical components that will be affected by this design. AECOM will submit one (1) electronic copy in pdf format of the 10% concept design to the City for review and comment.

AECOM will conduct a 10% Conceptual Design Submittal Review Meeting with the City's staff to review the design concept of the WTP valve access improvements. AECOM will coordinate the meeting with the City staff's schedule. AECOM will lead the meeting and provide meeting summary to the participants within one week of the meeting.

Deliverables: 10% draft concept design and review meeting summary.

Subtask 3.6 – Preliminary Design Phase – 30% Draft Design

AECOM will develop one construction bidding document containing 30% draft WTP valve access improvements. These drawings will incorporate the proposed access design and include the walkways, doorways, supports and general notes, as well as an electrical evaluation of potential electrical components that will be affected by this design. AECOM will submit four (4), bound hard copies and one (1) electronic copy in pdf format of the 30% draft design Drawings to the City for review and comment. Hard copies of drawings will be full-size.

AECOM will conduct a 30% Draft Project Manual and Drawings Submittal Review Meeting with the City's staff to review the design of the WTP valve access improvements. At least one week prior to the meeting, AECOM will deliver the 30% draft design Drawings and Project Manual to the City. This will allow the City project team members time to review the 30% draft Drawings and Project Manual and gather relevant information for use by the project team. AECOM will coordinate the meeting with the City staff's schedule. AECOM will lead the meeting and provide meeting summary to the participants within one week of the meeting.

Deliverables: 30% draft design Drawings and Project Manual and review meeting summary.

Subtask 3.7 – Final Design Phase - 90% Draft Design

AECOM will develop one construction bidding document containing 90% draft WTP valve access improvements design Drawings incorporating the City's review comments from the 30% design Drawings. AECOM will submit four (4), bound hard copies and one (1) electronic copy in pdf format of the 90% draft design Drawings to the City for review and comment. Hard copies of drawings will be full-size.

AECOM will prepare the 90% draft Project Manual incorporating the review comments received for the 30% design Project Manual. AECOM will submit four (4) hard copies and one (1) electronic copy in pdf format of the 90% draft Project Manual to the City for their review.

AECOM will conduct a 90% Draft Project Manual and Drawings Submittal Review Meeting with the City's staff to

**Goose Creek/Redwing and Riverview PS Evaluation, Future PS Evaluation and
Franklin WTP Valve Access Improvements
Proposal for Professional Services**

review the design of the WTP valve access improvements. At least one week prior to the meeting, AECOM will deliver the 90% draft design Drawings and Project Manual to the City. This will allow the City's staff time to review the 90% draft Drawings and Project Manual and gather relevant information for use by the project team. AECOM will coordinate the meeting with the City staff's schedule. AECOM will lead the meeting and provide meeting summary to the participants within one week of the meeting.

Deliverables: 90% draft design Drawings and Project Manual and review meeting summary.

Subtask 3.8 – Engineering Design: Issued for Bid Documents

AECOM will prepare the Issued for Bid Documents for the WTP valve access improvements design, which will include the following:

- Drawings that include the walkways, ladders, supports, railing, doorway(s), and minimal electrical modifications (i.e. limited conduit relocation).
- Technical specifications for the proposed equipment, materials, and installation requirements.
- Contract Documents, including Division 1 specifications, for the bidding and construction of the WTP valve access improvement project. Applicable sections will include the Advertisement, Instructions to Bidders, Agreement, Bid Schedule, Performance/Payment Bond, General Conditions, and Supplemental Conditions.

AECOM will submit four (4) hard copies and one (1) electronic copy in pdf format of the Issued for Bid Design Documents to the City. Hard copies of the drawings will be full-size sets.

Deliverables: Issued for Bid Project Manual and Drawings.

Subtask 3.9 – Opinion of Probable Construction Cost

AECOM will prepare a preliminary opinion of probable construction cost estimate and submit to the City with the submission of the 90% draft design Drawings and Project Manual. AECOM will make any necessary revisions and submit a final opinion of probable construction cost estimate to the City with the Issued for Bid Project Manual and Drawings.

Deliverables: Preliminary and final opinion of probable construction cost estimate.

Subtask 3.10 – Bidding Services

Bidding services are not included with this proposal but may be added by addendum.

Subtask 3.11 – Construction Services

Construction services are not included with this proposal but may be added by addendum.

FEE

Our Fee Pricing Proposal is provided as **Appendix C** at the end of this proposal document. Professional services for each task are estimated as follows:

- | | |
|---|------------|
| • Task 1 - Goose Creek/Redwing and Riverview Pump Station Evaluations | \$ 28,990 |
| • Task 2 – Future Pump Station Evaluation to be determined by City | \$ 20,000 |
| • Task 3 - WTP Valve Access Improvements | \$ 109,770 |

**Goose Creek/Redwing and Riverview PS Evaluation, Future PS Evaluation and
Franklin WTP Valve Access Improvements
Proposal for Professional Services**

PROJECT STAFF

Chris Hammer, PE will be the **Project Manager** for these services to the City of Franklin. Chris brings 28 years of experience in the design, permitting, and construction of municipal water and wastewater infrastructure. Mr. Hammer will be responsible for coordination of the project team, project scheduling and cost management and will serve as the City's primary point of contact.

Ovi Pomohaci, PE will serve as **Project Engineer** for this project. Ovi has experience with the Clean Water Nashville Overflow Abatement Program (CWNOAP) and has extensive experience in evaluating wastewater capacity in collection systems and developing reports.

Bob Stolt, PE will be the **Senior Engineer** for this project utilizing his experience in wastewater and water. Bob has recent experience with wastewater pump station evaluations and water and wastewater plant design which will benefit our team with vast experience and practical application.

SUB-CONSULTANTS

AECOM anticipates using Civic Engineering and Information Technologies, Inc., as the surveyor/3D scanner for the work at the WTP valve access improvements. I.C. Thomasson will serve as the electrical subconsultant for all three tasks presented in this proposal.

PERMITS

AECOM anticipates that the WTP valve access improvements design will require submission to Tennessee State Fire Marshal's Office for review and approval. AECOM will prepare the necessary permit applications, calculations and required attachments for the submittal package. The City of Franklin will pay for any permit fees necessary.

ASSUMPTIONS

This proposal includes the following assumptions:

- Bidding and Construction services are not included at this time but may be added by amendment.
- Electrical services provided by I.C. Thomasson under the WTP valve access improvements consist of an initial evaluation of potential electrical conflicts as a result of this project and do not cover any design services.
- This proposal does not include an evaluation of capacity in further upstream or downstream reaches of the collection system.
- Submittal of the WTP Valve Access Improvements to TDEC will not be required.

**Goose Creek/Redwing and Riverview PS Evaluation, Future PS Evaluation and
Franklin WTP Valve Access Improvements
Proposal for Professional Services**

PRELIMINARY SCHEDULE

The preliminary schedule to complete **Task 1** is generally estimated to be as follows:

Task Order Award & Notice to Proceed	November 16, 2020
Project Kickoff Meeting with Franklin	December 1, 2020
Submit Task 1 Draft Report	January 12, 2021
Review Draft Report with City	January 26, 2021
Deliver Final Report	February 16, 2021

The preliminary schedule to complete **Task 2** will generally follow the duration shown for Task 1 with a NTP to be determined by the City at a later time.

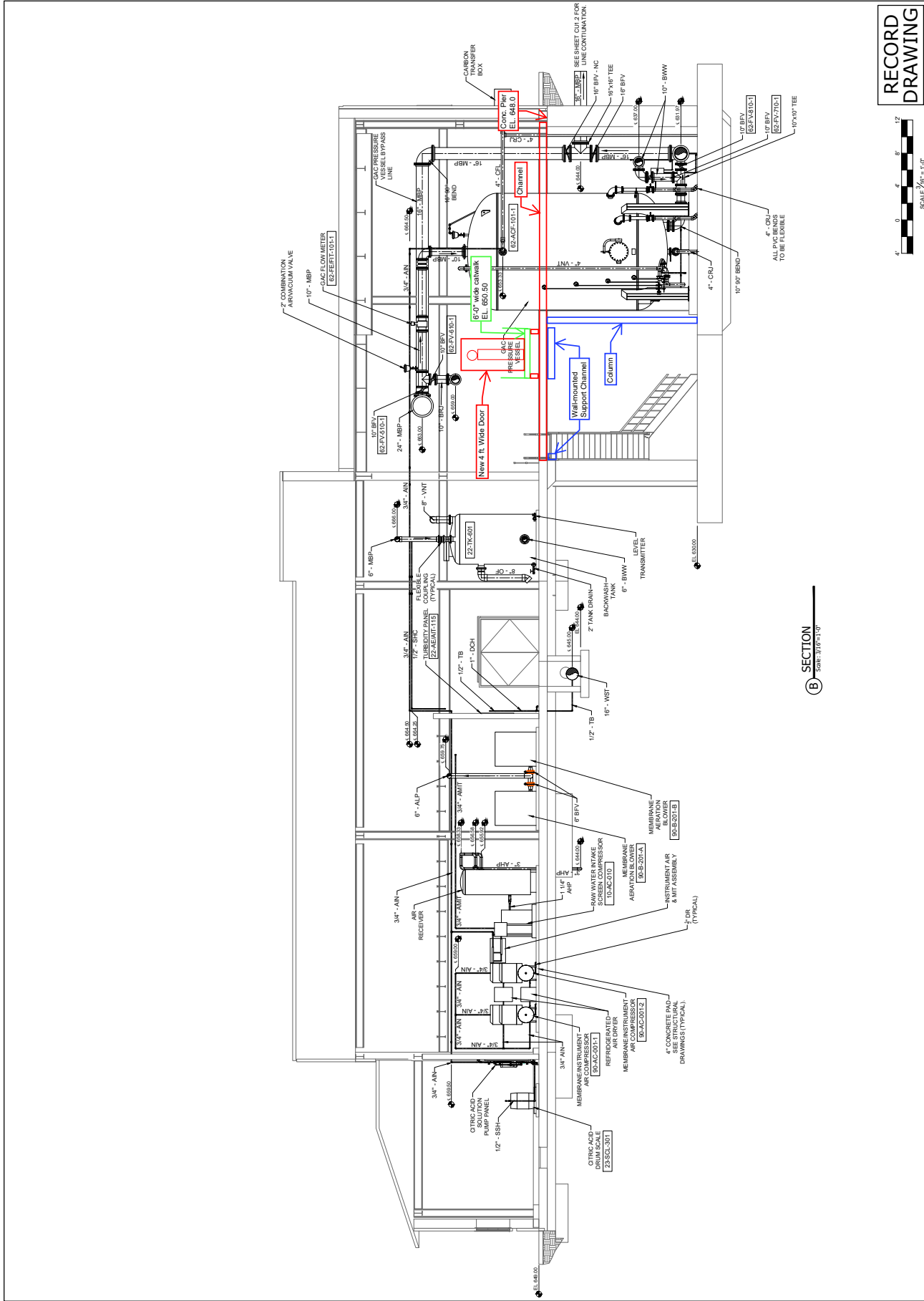
The preliminary schedule to complete **Task 3** is generally estimated to be as follows:

Task Order Award & Notice to Proceed	November 16, 2020
Project Kickoff Meeting with Franklin	December 1, 2020
Deliver Conceptual 10% Design	December 18, 2020
Deliver 30% Draft Design	January 26, 2021
Review 30% Draft Design with City	February 16, 2021
Deliver 90% Draft Design	March 12, 2021
Review 90% Draft Design with City	March 26, 2021
Deliver Engineering Design: Issued for Bid Documents	April 9, 2021

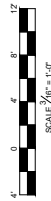
**Goose Creek/Redwing and Riverview PS Evaluation, Future PS Evaluation and
Franklin WTP Valve Access Improvements
Proposal for Professional Services**

APPENDIX A – WTP Valve Access Improvements Concept

T:\Franklin\2012\1201210130\CAD\B\ECOMP\DRAWINGS\Plan\B-207\Treatment Building\DWG\Treatment Building D3-2-07.TREATMENT BUILDING SECTION B.dwg



RECORD
DRAWING



SECTION
B

SHEET 3 OF 11

TREATMENT BUILDING SECTION B	
DATE SEPTEMBER 2015	SCALE AS NOTED
PROJECT NUMBER 12010130	
SHEET NUMBER D3-2-07	

SHEET TITLE	
DRAWN BY CDJ	CHECKED BY JAG
DRAWING BY JAG	CHECKED BY JAG

City of Franklin, Tennessee
Water Treatment Plant Modifications
COF No. 2015-0062

REVISIONS	
DESCRIPTION	BY DATE

Smith
K&L
2995 Sisco Drive
Nashville, TN 37204
TEL: (615) 886-8469
FAX: (615) 886-8469
www.ssk-inc.com

D3.4-07

SHEET NUMBER

DATE

SEPTEMBER 2015

AS NOTED

SCALE

1"=10'-0"

12/10/20

PROJECT NUMBER

1210130

TREATMENT BUILDING
SECTION D

SHEET TITLE

CHECKED BY

JAG

DRAWN BY

CDJ

City of Franklin, Tennessee
Water Treatment Plant Modifications
COF No. 2015-0062

DESCRIPTION

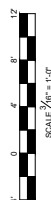
BY

DATE

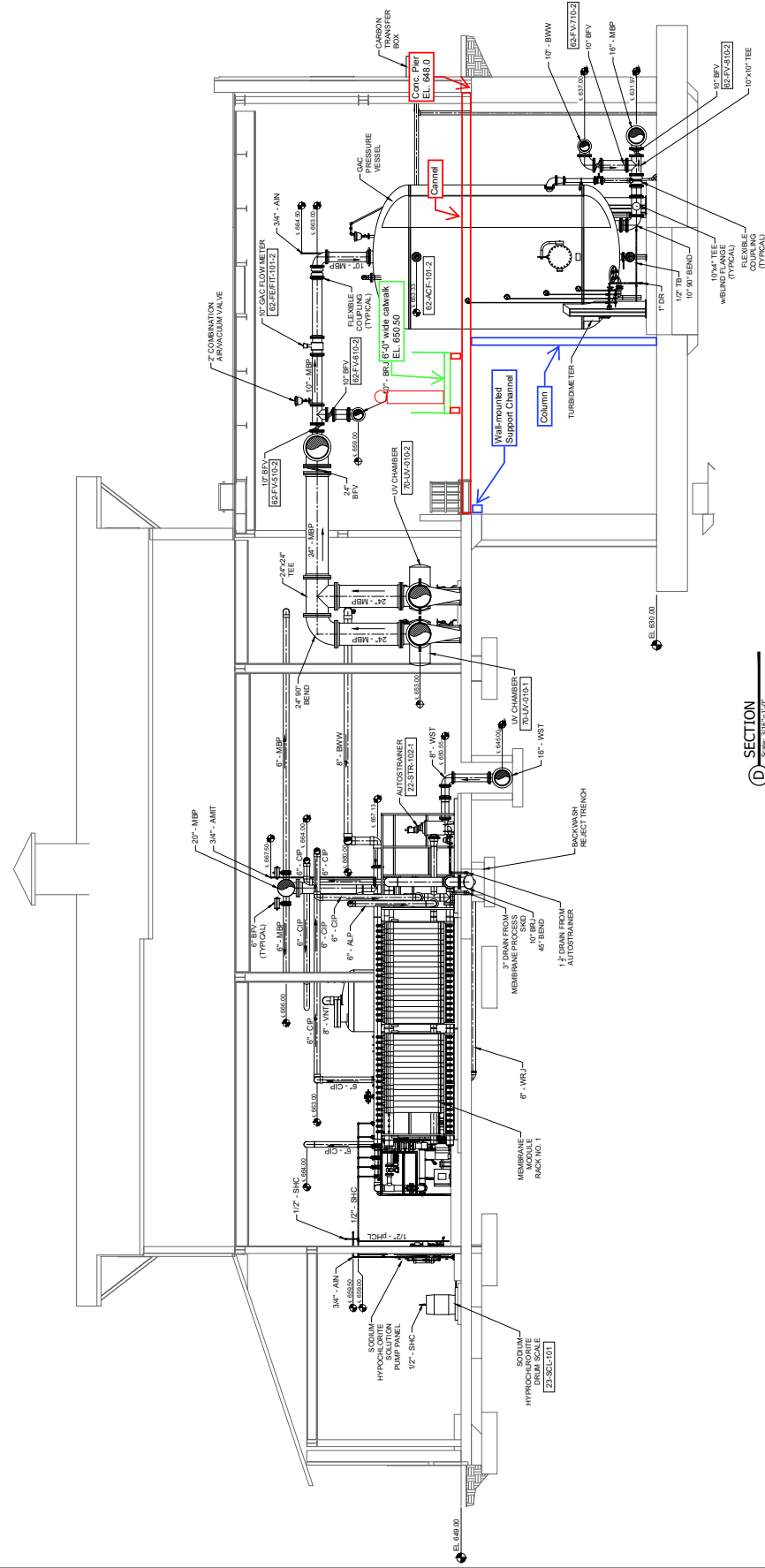
REVISIONS

Smith
Smith
Red, Inc.
2995 Sisco Drive
Nashville, TN 37204
FAX: (615) 866-8469
www.ssr-inc.com

RECORD
DRAWING



D SECTION
3/8\"/>



**Goose Creek/Redwing and Riverview PS Evaluation, Future PS Evaluation and
Franklin WTP Valve Access Improvements
Proposal for Professional Services**

APPENDIX B – Pump Station Field Inspection Forms

Job Name
Project Data
Pump Station Field Inspection Form



General Information									
Number		Station Type		Date					
Inspection Personnel									
Address									
Pump Information									
No. of Pumps		Manufacturer/Model							
Configuration		Horizontal ☐	Vertical ☐	Valve	Type	Size (in.)	Pipe (in.)		
Name plate rating		Pump 1	Pump 2	Pump 3	Discharge				
gpm									
ft. of Head					Suction				
rpm					Check				
Pump Controls									
Types of Level Control		Floats ☐		Sensors ☐		Bubbler ☐			
Pump	Depth On (in.)	Depth off (in.)		High Level Alarm Depth (in.)					
Lead				Span (in.)					
Lag				Pumpout (Y/N)/Camlock Size (in.)					
Lag Lag				Pressure Gauge (Y/N)					
Pressure Gauge from Floor (in.)						Location of Pressure Gauge			
Pressure Transducer from Floor (in.)									
Location of Pressure Transducer				Discharge pipe					
Pump On Pressure (psi)				Pump Off Pressure - FM Pressure (psi)					
Pump Operations Observation									
Time Taken		NO	Pump 1	Pump 2	Pump 3				
Pump on Time (min:sec)									
Pump Off Time (min:sec)									
Depth On (in.)			Depth Off (in.)		Test Span (in.)				
Dry Well/Valve Pit									
Top Slab Thickness (in.)		Pump Center Line from floor (in.)							
Diameter (in.)		Discharge Center Line from floor (in.)							
Length (in.)									
Width (in.)		Suction Center Line from floor (in.)							
Depth from Cover (in.)		No. of T/Y(s)		Size(s) (in.)					
Ceiling to floor(in.)		No. Of Reducer(s)		Size(s) (in.)					
Cover to Platform (in.)		No. of Elbow(s)		Size(s) (in.)					
Wet Well									
Structural Condition		Chimney (Y/N)		Top Slab Thickness (in.)					
Good ☐		Chimney Depth (in.)		Diameter (in.)					
Fair ☐		Platform (Y/N)		Length (in.)					
Poor ☐		Cover to Platform (ft.)		Width (in.)					
Liner (Y/N)		Sludge (Y/N)		Depth from Cover (ft.)					
Condition of Liner		Cover to Sludge (ft.)		Cover to Invert (ft.)					
Good				Volume (gal/ft.)					
Receiving Manhole					Discharge Manhole				
Depth (ft.)		Size(in.)		Depth (ft.)		Size(in.)			
Distance to Wet Well (ft.)					Distance to Dry Well (ft.)				

General Notes:

Job Name
Project Data
Pump Station Field Inspection Form

AECOM

General Information				
Number		Station Type		Date
Address			FPL Meter No.	
Electrical Service				
Voltage	Amps	Grounding		
4160 ☐	60 ☐	Grounded Service Conductor (GSC) ☐		
208/120 ☐	100 ☐	Grounding Electrode Conductor (GEC) ☐		
240/120 ☐	150 ☐	Equipment Grounding Conductor (EGC) ☐		
Condition	200 ☐	Service Entry	Notes:	
Poor ☐	300 ☐	Service Drop ☐		
Fair ☐	UNK ☐	Service Lateral ☐		
Good ☐	Conductor Type	Clearances		
Type	Copper	Front ☐		
MCB ☐	Conductor Size	Top ☐		
Fuse/Disc. ☐	4/0 AWG	Bottom ☐		
Other ☐				
Control Panel				
Serial No.		Main Disconnect	Breaker Type	
Manufacturer		Fuse ☐	Magnetic ☒	
Model No.		Circuit Breaker ☐	Air ☐	
Volts		Non-Fuse ☐	Vacuum ☐	
Amps		Other ☐	Oil Filled ☐	
Condition				
Auxiliary Equipment				
Dehumidifier ☐	Ventilation ☐			
Lighting ☐	Sump Pump ☐			
Code Issues and Observations				Y/N
Conductor and over current protection adequate.				
Equipment located and mounted properly.				
Appropriate wiring methods used for power.				
Appropriate wiring methods used for power control.				
Receptacle for generator.				
There is space for new generator.				
Equipment is properly grounded.				
Observations				Y/N
Alarm light present				
Alarm light operative.				
ET Meters				
ET Meters	Pump 1	Pump2	Pump 3	Simultaneous
ET Meters Readings (hrs.)				

General Notes: _____

Job Name
Project Data
Pump Station Field Inspection Form



General Information									
Number								Date	
Motor									
No. of Motors				Manufacturer					
Model				Configuration				RPM	
Amps		Volts		HP		Speed			
Wire Size				Aux Motor		Locked Rotor			
Type of Starter				Service Factor					
NEMA Enclosure Type									
Size of Starter in NEMA				Insulation Class					
Variable Speed Drive									☐ Yes ☐ No
Identifier						Volts			
Serial No.						Amps			
Manufacturer						Phase			
Model No.						Hertz			
Type						Efficiency Rating			
Generator									☐ Yes ☐ No
Generator No.				Volts				Exciter Type	
Serial No.				Amps				Brush ☐	
Model No.				Phase				Brushless ☐	
Manufacturer				Fuel Type					
KVA Rating				LP ☐					
Kilowatt Rating				Diesel ☐					
Power Factor				Natural ☐					

General Notes:

This form is intended to provide information on the respective pump station data based on information compiled during the field visit completed on the referenced date. It is not intended to be comprehensive nor to be used as an as built of the pump station.

**Goose Creek/Redwing and Riverview PS Evaluation, Future PS Evaluation and
Franklin WTP Valve Access Improvements
Proposal for Professional Services**

APPENDIX C – FEE PRICING PROPOSAL



City of Franklin
Task 1 - Goose Creek/Redwing and Riverview Pump Stations Evaluations
Task 2- Future Pump Station Evaluation
and
Task 3 - WTP Valve Access Improvements

Fee Pricing Proposal
October 16, 2020

Employee Classification/Category	Project Manager \$200	Senior Engineer \$185	Project Engineer \$115	Intern Engineer \$90	Senior CADD \$105	Structural Engineer \$150	Architect \$145	Project Administrator \$90	Subconsultants	ODCs
Task 1 - Goose Creek/Redwing and Riverview Pump Station Evaluation										
Subtask 1.1 - Project Kick-off Meeting	2	2	4							
Subtask 1.2 - Field Assessment	2	8	16	16		8		2		\$300
Subtask 1.3 - Existing Capacity Evaluation		4	16	12				4		
Subtask 1.4 - Evaluation Report	2	18	24	40		4		6		
Electrical Evaluation - IC Thomasson									\$	5,670
Task 1 Manhours	6	32	60	68		12		12		
Task 1 Subtotals	\$1,200	\$5,920	\$6,900	\$6,120	\$0	\$1,800	\$0	\$1,080	\$5,670	\$300
Task 1 Total										\$28,990
Task 2 - Future Pump Station Evaluation										
Subtask 2.1 - Project Kick-off Meeting	1	2	2							
Subtask 2.2 - Field Assessment	2	6	12	10		4		1		\$300
Subtask 2.3 - Existing Capacity Evaluation		4	8	8				4		
Subtask 2.4 - Evaluation Report	2	6	12	24		4		4		
Electrical Evaluation - IC Thomasson									\$	5,670
Task 2 Manhours	5	18	34	42		8		9		
Task 2 Subtotals	\$1,000	\$3,330	\$3,910	\$3,780	\$0	\$1,200	\$0	\$810	\$5,670	\$300
Task 2 Total										\$20,000
Task 3 - WTP Valve Access Improvements										
Subtask 3.1 - Kick-off Meeting	2	4	4		2	2	2	2		
Subtask 3.2 - Data Gathering		8	24	4	4	8		2		\$500
Subtask 3.3 - WTP 3D Scan - Civic									\$	7,875
Subtask 3.4 - Progress Meetings	8	8	16			8	8	8		
Subtask 3.5 - Preliminary Design - 10%	8	16	16		12	8				
Subtask 3.6 - Preliminary Design - 30%	8	24	24	24	32	16	24	4		
Subtask 3.7 - Final Design - 90%	8	24	24	80	72	32	30	6		
Subtask 3.8 - Engineering Design: Issued for Bid Documents	2	12	24	24	32	24	16	4		
Subtask 3.9 - Opinion of Probable Construction Cost	2		4	8				4		
Electrical Evaluation - IC Thomasson									\$	2,625
Task 3 Manhours	38	96	136	140	154	98	80	30		
Task 3 Subtotals	\$7,600	\$17,760	\$15,640	\$12,600	\$16,170	\$14,700	\$11,600	\$2,700	\$10,500	\$500
Task 3 Total										\$109,770



File #: 20-01435

DATE: November 20, 2020
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard & Status Updates For December 2020.

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

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

[COF Dashboard Link](#)

Manually locate the dashboard following the instructions below:

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

City of Franklin Capital Improvement Projects



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

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

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

Dollars Spent To Date
\$701,949

Project Budget
\$19,634,800

Design ROW Construction

Current Projects

30

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

