



Meeting Agenda

Work Session

Tuesday, February 23, 2021

5:00 PM

Board Room

The Board of Mayor and Aldermen Work Session 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 0846 4627 Passcode: 792910. 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 3:30 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 2021-17, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On February 23, 2021 For Work Session 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

CITIZEN COMMENTS

WORK SESSION DISCUSSION ITEMS

2. Presentation Of Tennessee General Assembly Updates From Anna Windrow Of Windrow Phillips, LLC.

Sponsors: Eric Stuckey

3. Development Activity Report

Sponsors: Tom Marsh, Alex Brown

4. Sustainability Commission Update Regarding a Draft Policy Guide on Energy Conservation and Renewable Energy.

Sponsors: Kelly Dannenfelser, Andrew Orr

5. *Consideration Of Certificate Of Compliance For Wine In Grocery Store For Trader Joe's #792, Trader Joe's East, Inc. Located At 545 Cool Springs Blvd, Suite 115, Franklin, TN, 37067 (Managing Agent

Mathias Pahr; Executive Officers Bryan Edward Palbaum , Colin Burke Fields Sharon Ann Drabeck - Vice President, Treasurer).

Sponsors: Lanaii Benne

6. Consideration Of COF Contract No. 2021-0024, Professional Services Agreement Between The City Of Franklin And Town Planning & Urban Design Collaborative, LLC, For Completion Of Illustrative Graphical Imaging Services In Connection With The City's Historic District Design Guidelines Update.

Sponsors: Kelly Dannenfelser, Amanda Rose

7. Consideration Of Resolution 2021-24, A Resolution To Authorize A Coordinated Study Of Land Use, Infrastructure, And The Roadway Network For The Goose Creek Basin.

Sponsors: Kelly Dannenfelser, Amy Diaz-Barriga, Andrew Orr

8. *Consideration Of COF Contract No. 2021-0028, A Professional Services Agreement With Lose Design For Design Revisions For The FSSD Ball Fields Reconstruction In A Lump Sum Amount Of \$60,200.

Sponsors: Lisa Clayton, Paul Holzen, Jonathan Marston, Shahad Abdulrahman

9. Consideration Of COF Contract No. 2020-0123, Parkland Construction And Dedication Agreement With Vintage Franklin, LLC For Property Known As Vintage At Watson Glen PUD Subdivision.

Sponsors: Lisa Clayton

10. Consideration Of COF Contract No. 2021-0006, With Community Housing Partnership (CHP) To Construct A New Single Family Home On The Surplus Lot At The Corner Of Natchez And Granbury Streets And For The Home To Be Sold To a Low Or Moderate Income Household.

Sponsors: Tom Marsh, Kathleen Sauseda

11. Consideration Of Amendment 1 To COF Contract No. 2020-0122, The Interlocal Fiber Sharing Agreement Between The City Of Franklin And Williamson County, Tennessee.

Sponsors: Jason Potts

12. Presentation On An Update To The Impact Fees Collected By The Water Management Department For Connection To The City's Water And Sewer System.

WS 1/26/21

Sponsors: Michelle Hatcher, Brian Goodwin

OTHER BUSINESS

ADJOURN

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



File #: 21-01653

DATE: January 21, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2021-17, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On February 23, 2021 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2021-17.

RESOLUTION 2021-17

A RESOLUTION DECLARING THAT THE BOARD OF MAYOR AND ALDERMEN SHALL MEET ON FEBRUARY 23, 2021, FOR WORK SESSION 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, Executive Order No. 65, and Executive Order No. 71, allowing electronic meetings while continuing to function openly and transparently; and

WHEREAS, Mayor Moore issued Executive Orders No. 2020-03, No. 2020-05, 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 believes it is in the best interest of the City of Franklin to conduct the February 23, 2021, work session by electronic means.

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

The work session scheduled for February 23, 2021, at 5 p.m. shall be conducted by electronic means rather than requiring a quorum of the members of the Board of Mayor and Aldermen 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/10749/1092>

IT IS SO RESOLVED AND DONE on this 23rd day of February, 2021.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

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



File #: 21-01684

DATE: January 29, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of BNS
Alex Brown, Asst. Director of BNS

SUBJECT:

Development Activity Report

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Development Activity Levels in Calendar Year 2020 as compared to Calendar Year 2019.

BACKGROUND/STAFF COMMENTS:

At the end of each Quarter, the Development Activity Report is presented to the BOMA to update the current levels of ongoing Development Activity in the City Development Activity to show trends in Economic Development that is occurring in new Developments.

FINANCIAL IMPACT:

Consistent growth in overall Development Activity impacts the City's funding and service capabilities across multiple sectors of the City Operations. Giving the BOMA the most up to date, and accurate, Development Activity numbers is crucial for future decision making by the BOMA.

RECOMMENDATION:

N/A

Development Activity Report



HISTORIC
FRANKLIN
TENNESSEE

February 23, 2021

Alex Brown – Assistant Director Development Services – BNS

CY 2019 vs. CY 2020

- Total Construction Valuation:

- CY 2019 \$538,001,665
- CY 2020 \$479,603,779

- Total New Dwelling Units:

- 2019 1,101
 - Single Family 385
 - Multifamily 596
 - Townhomes 120
- 2020 946
 - Single Family 363
 - Multifamily 358
 - Townhomes 225

CY2019 vs. CY2020 – Revenues

- Building Valuation Fees
 - CY 2019 \$2,271,406
 - CY 2020 \$2,236,992
- Road Impact & Facilities Taxes
 - CY 2019 \$9,524,538
 - CY 2020 \$8,007,744
- Water & Sewer Fees
 - CY2019 \$3,217,901
 - CY2020 \$4,539,869



Planning Report – 2019 vs. 2020

FMPC/DRT Items	2019 Total	2020 Total
Envision Franklin Amendments	2	8
Annexations/ Plans of Services	9	4
Rezoning	21	9
Development Plans	19	12
Preliminary Plats	0	0
Site Plans (FMPC)	2	17
Site Plans (Administrative)	59	49
Final Plats (FMPC)	41	41
Final Plats (Administrative)	19	22
Special Permits	0	0
ZO Text Amendments	2	0
Inter-Planning Commission Reviews	1	0
Total	172	162
Planning Review Fee Revenue	2019 Total	2020 Total
Total	\$235,342	\$198,008



City of Franklin Website

<https://www.franklinton.gov/services/development-building-services/development-reports-maps>





File #: 21-01658

DATE: January 21, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kelly Dannenfelser, Asst. Director of Planning
Andrew Orr, Long Range Planning Supervisor

SUBJECT:

Sustainability Commission Update Regarding a Draft Policy Guide on Energy Conservation and Renewable Energy.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Franklin Sustainability Commission's work on a Draft Policy Guide on Energy Conservation and Renewable Energy.

BACKGROUND/STAFF COMMENTS:

In 2020, the Franklin Sustainability Commission ranked their top three focus areas and identified Waste Reduction, Transportation and Mobility, and Energy Conservation and Renewable Energy as their top priorities. The Commission created a policy guide for Energy Conservation and Renewable Energy outlining strategies to primarily reduce municipal energy usage. Dana Kose, the Commission Chair, and the staff will provide an overview of the policy guide and highlight some of the recommendations. The Commission also seeks to create two additional policy guides for the other focus areas.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

It is recommended that the Board of Mayor and Aldermen acknowledge the Sustainability Commission Update.



ENERGY CONSERVATION AND RENEWABLE ENERGY

The City of Franklin is committed to evaluating energy projects that make fiscal and environmental sense. It's also positioned to make policy changes to encourage advancing energy efficient and renewable energy technologies.

POLICY STATEMENTS

1. The City seeks to use renewable energy, energy efficient technology, and conservation measures to make operations more resilient to future cost increases in order to flatline total municipal electricity usage and costs while adding new infrastructure and services.
2. The City encourages and seeks to make it easier for residents and businesses to adopt energy conservation practices and utilize alternative energy technologies to help them be more resilient to future cost increases.

ACTION ITEMS

1. Reduce street light energy usage by converting all street lights to LEDs. Require LEDs for any new streetlight service the City pays for on a monthly basis.
2. Evaluate renewable energy and energy saving measures for the new City Hall.
3. Complete comprehensive energy audits of all city-owned buildings with a focus on energy cost reduction.
4. Evaluate future uses for the 200 kW solar project.
5. Complete a comprehensive study of the municipal fleet with a focus on fuel cost reduction.
6. Evaluate the impacts of requiring new residential dwellings to have a 240-volt outlet in the garage for the potential installation of electric vehicle charging equipment.
7. Consider updating the residential energy code to 2018 IECC.
8. Utilize social media and conventional media channels to inform the public about the City's energy efforts.
9. Act as advocate to the State legislature for energy related policies.



TOTAL MUNICIPAL ELECTRICITY USAGE AND COST

FY Year	Usage	Cost
2013-2014	27,118,515.02 kWh	\$2,664,966.00
2014-2015	26,743,092.00 kWh	\$2,905,019.72
2015-2016	27,762,427.00 kWh	\$2,880,570.71
2016-2017	26,790,143.00 kWh	\$2,672,170.01
2017-2018	23,561,360.00 kWh	\$2,702,953.47
2018-2019	25,029,025.98 kWh	\$2,871,121.38
2019-2020	24,705,955.00 kWh	\$2,753,071.49

ELECTRICITY USAGE AND COST

FY Year	Usage	Cost
Fire Stations (8) + sirens	912,571 kWh	\$96,581.82
Police HQ + Garage	2,045,800 kWh	\$170,373.73
City Hall + 2nd Ave Garage	853,281 kWh	\$83,403.77
Public Works	626,880 kWh	\$56,878.06
Sanitation/Solid Waste	258,320 kWh	\$26,238.61
Parks	597,628 kWh	\$68,839.53
Water Treatment/Pumps	3,969,525 kWh	\$388,508.72
Wastewater Treatment/Sewer	13,239,728 kWh	\$1,209,811.05
Unmetered Street Lights	N/A	\$465,943.54
Metered Street Lights	991,817 kWh	\$82,958.42



File #: 21-01685

DATE: February 2, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lanaii Benne, Asst. City Recorder

SUBJECT:

*Consideration Of Certificate Of Compliance For Wine In Grocery Store For Trader Joe's #792, Trader Joe's East, Inc. Located At 545 Cool Springs Blvd, Suite 115, Franklin, TN, 37067 (Managing Agent Mathias Pahr; Executive Officers Bryan Edward Palbaum , Colin Burke Fields Sharon Ann Drabeck - Vice President, Treasurer).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Wine in Grocery Store Retail Certificate.

BACKGROUND/STAFF COMMENTS:

This certificate is for the Trader Joe's #792 located at 545 Cool Springs Blvd. Mathias Pahr has made application to sell wine at this location. The application meets all requirements.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the Wine in Grocery Store Certificate for Trader Joe's #792.

HISTORIC
FRANKLIN
TENNESSEE**CERTIFICATE OF COMPLIANCE
RETAIL FOOD STORE WINE****(Trader Joe's #792 – 545 Cool Springs Blvd., Suite 115, Franklin, TN 37067)**

The City of Franklin hereby certifies the following facts concerning application in the name of Mathias Pahr (Managing Agent) with Trader Joe's #792, Trader Joe's East, Inc., and Executive Officers Bryan Edward Palbaum, Colin Burke Fields, and Sharon Ann Drabeck, who have made application for a Certificate of Compliance to sell retail food store wine at Trader Joe's #792, 545 Cool Springs Blvd., Suite 115, Franklin, TN, 37067 which is within the corporate limits of the City of Franklin, Williamson, County, Tennessee:

1. An investigation has been undertaken of the applicant's felony criminal record and of the location of said business, and from said investigation the undersigned certify that the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application;

2. The applicant or applicants have secured a location which lies within the city limits of the City of Franklin which complies with all applicable zoning laws adopted therein by the City.

This the 23rd day of February, 2021

Dr. Ken Moore, Mayor
City of Franklin

Attest:
Eric S. Stuckey, City Administrator/City Recorder



File #: 21-01723

DATE: February 4, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kelly Dannenfelser, Asst. Director of Planning
Amanda Rose, Preservation Planner

SUBJECT:

Consideration Of COF Contract No. 2021-0024, Professional Services Agreement Between The City Of Franklin And Town Planning & Urban Design Collaborative, LLC, For Completion Of Illustrative Graphical Imaging Services In Connection With The City's Historic District Design Guidelines Update.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a proposed Professional Services Agreement between the City Of Franklin and Town Planning & Urban Design Collaborative, LLC, (TPUDC) for the completion of illustrative graphics in connection with the City's Historic District Design Guidelines update.

BACKGROUND/STAFF COMMENTS:

In December 2019, the BOMA updated the Franklin Zoning Ordinance, implementing a new outline and framework. The Department of Planning & Sustainability is undertaking a *Historic District Design Guidelines* update to follow suit, as it will maximize the effectiveness of the document as a user-friendly tool for supporting the preservation of historic resources and encouraging compatible design for the use of applicants, the Historic Zoning Commission, the City staff, and the public.

While the technical writing of the *Guidelines* will be completed by in-house staff, a Request for Qualifications was issued to secure a consultant to assist with the creation of illustrative graphical content to convey the intent and meaning of the *Guidelines*. TPUDC has been selected to develop a Scope of Services for the graphics work. This firm previously partnered with the City in the development of the 2019 Zoning Ordinance. The proposed Professional Services Agreement with Scope of Services is presented for consideration.

FINANCIAL IMPACT:

The cost for services rendered shall not exceed \$65,000. Funding for this contract is included in the General Fund budget of the Department of Planning and Sustainability.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2021-0024.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0024**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee ("City"), and Town Planning & Urban Design Collaborative, LLC ("Consultant"), who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide illustrative graphical imaging services, as provided in Attachment A, in connection with the City's *Historic District Design Guidelines* Update ("**Project**").

City of Franklin Historic District Design Guidelines Graphics

1. Consultant shall provide to City the services and /or tender certain deliverables ("**Deliverable**") which is described in and agreed to by the parties in Attachment A, Scope of Services (the "Services"). For purposes of this Agreement, Services is defined as to be inclusive of the term Deliverable.
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. Consultant shall be paid for work performed in accordance with the attached Fee Schedule and Article 9 of the attached Terms and Conditions For Professional Services. Unless otherwise specified in the Fee Schedule, Terms and Conditions For Professional Services, or otherwise agreed to in writing, in no event shall payment or reimbursement exceed Fifty Thousand Dollars (\$50,000) prior to June 21, 2021, and in no event shall payment or reimbursement exceed an additional Fifteen Thousand Dollars (\$15,000) prior to June 30, 2022 ("**Budget**").
4. In the event of any conflict or ambiguity between this Agreement, Terms and Conditions For Professional Services, Scope of Services and Completion Schedule, the order of precedence of the terms that shall govern from highest precedence to lowest shall be this Agreement, Terms and Conditions For Professional Services, Scope of Services, and then lastly, the Completion Schedule.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2021.

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 members of the same profession.
- 1.2 Consider all Deliverables to be confidential and distribute copies of the same only to those persons specifically designated by the City. For facility safety and security purposes, Consultant agrees to not disclose any Deliverable to any third party.
- 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 Consultant's employees and subconsultants 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 *INTENTIONALLY OMITTED*
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the Services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.6 Consultant represents and warrants to City that, for any Deliverable provided by Consultant to City under this Agreement, Consultant has full power and authority to transfer title or grant any license herein granted without the consent of any other party, and any and all Deliverables are delivered free of any rightful claim

of any third party by way of infringement or otherwise arising from or related to the claimed rights in any Deliverable or City's exercise of its rights under this Agreement.

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 Budget, 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 Deliverables and other Project

related materials and may complete the work. Notwithstanding the foregoing, in the case of termination for cause, City shall provide advance written notice so that Consultant can correct any curable situation to the reasonable satisfaction of City within the period of time specified in the notice. If such correction is not made by the Consultant or the circumstances of the situation are not curable, as determined solely by City, the City shall provide written notice to Consultant that the Agreement is terminated as of the date of that writing.

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 Budget, 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 Consultant's Non-Appropriation of Funds. The City may also terminate this Agreement, in whole or in part, for Consultant's 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 Suspension or Delay. The City may, when in the interests of the City, suspend or delay the performance of any Services. City may reimburse Consultant for any additional costs reasonably incurred by Consultant as a result of such decision (provided that Consultant notifies City in advance of such costs, obtains City's approval prior to incurring such costs, and uses commercially reasonable efforts to minimize such costs).
- 4.5 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. WORKS OF AUTHORSHIP; USE OF DELIVERABLES, DATA; PRIOR WORKS.

- 7.1 Consultant acknowledges and agrees that any works of authorship created through performance of Services or Deliverables under this Agreement (hereafter, “**Works**”) constitute works made for hire under federal copyright laws. Consultant hereby assigns to City all ownership and copyrights in and to such Works, and warrants waiver of all moral rights in and to such Works.
- 7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 DISCLOSURE OF DELIVERABLES/DATA. City may be required to disclose Deliverables or other Project related data under state or federal law. City shall provide reasonable best efforts to notify Consultant if such request for data or documents has been made, and provide Consultant with an opportunity to respond to the request by redacting Consultant’s 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 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 its 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 Deliverables. 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.

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 per occurrence.
 - 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 combined single limit of \$1,000,000 per claim and per occurrence and \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on general liability and auto liability 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 The Consultant may perform Services for City and/or tender certain Deliverables which will be described in Attachment A – Scope of Services. Said Services shall be performed during the period specified in the Completion Schedule under Attachment A. In consideration of the Services rendered by the Consultant, the Consultant shall be paid in monthly performance progress payments based on the percentage completion of each Service and Deliverable outlined in the Scope of Services under Attachment A. Consultant acknowledges that any payments due Consultant shall be made by City in accordance with City's Disbursement Policy, a current copy of which is available at <https://www.franklintn.gov/home/showdocument?id=28007>, following receipt of Consultant's correct itemized invoice(s). Each invoice shall include relevant and supporting data as may be requested by City, such as name of person, job number, hours worked and description of work and shall be submitted electronically via the CIPinvoices@FranklinTN.gov inbox, the City's capital investment projects invoicing inbox. If Consultant fails to submit all correct supporting documents to City within such time period, Consultant shall not be entitled to seek payment for such Services and will waive any right it may otherwise have to invoice for and collect or otherwise recover such amounts. Unless otherwise expressly provided in the applicable Fee Schedule or in any writing by City, with respect to hourly charges and reimbursable expenses, City will only pay for actual hours worked and shall not pay for Consultant's travel time, lunch or break time, training, vacation, holidays, personal days, sick days, or weather related interruptions. Consultant is responsible for training its personnel, and all training will be done at Consultant's expense. In addition, Consultant shall not increase the fees charged to City for any overtime hours worked, unless mutually agreed by both parties.
- 9.2 Consultant shall be paid in full for all Services under this Agreement, including City authorized overruns of the 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 Consultant and its subcontractors do not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or

marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

10.5 REPRESENTATION OF CONSULTANT'S THAT AGREEMENT WILL NOT BREACH ANOTHER CONTRACT. Consultant's execution and performance of this Agreement shall not constitute a breach or default under any contract, instrument or agreement to which Consultant is a party or by which Consultant is bound and shall not violate or interfere with the rights of any other party.

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.

11.3 SUBCONTRACTING. Consultant shall not hire any subcontractor to perform any Services without first obtaining the written consent of City. Any subcontract executed by the Consultant with the consent of City shall be on terms no less stringent to those contained in this Agreement. Consultant shall be responsible for the actions of any subcontractors with which it has a subcontracting relationship and shall retain any such liability and responsibility under this Agreement as if such subcontracted activities were performed by the 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 rights, warranties, and obligations 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.

CONSULTANT:

CITY OF FRANKLIN, TENNESSEE:


(Signature)

(Signature)

Name: W. Brian Wright

Name: Dr. Ken Moore

Title: Principal

Title: Mayor

Date: 2-8-21

Date: _____

ATTEST:

ERIC S. STUCKEY
City Administrator

Approved as to Form:

Shauna R. Billingsley, City Attorney



January 29, 2021

COF Contract No. 2021-0024

Attachment A: Scope of Services

The following Tasks 1-9 are proposed to work with the City of Franklin to complete its Historic District Design Guidelines Graphics.

Task 1: Project Kick-Off Client Meeting (4 hrs.)

This will be a meeting to begin the process of collaboration between City Staff and the TPUDC Team, and to ensure that expectations and needs are managed and met throughout the Project. It will include:

- Discussion of the Historic District Guidelines outline and graphic needs
- Discussion of Project Schedule
- Discussion of City resources and materials, including the City's existing photo library and any graphics intended to be carried forward from the existing Historic District Guidelines
- Establishment of Staff/Team interface and collaborative structure
- Procedures for information sharing
- Setting specific goals based on the Staff's perspective and the TPUDC Team's experience

Task 2: Historic District Tour (8 hrs.)

After the Project Kick-Off meeting, Staff and TPUDC take a tour of the City's Historic District to discuss, review, and identify District-specific opportunities and constraints. During the tour, TPUDC will document character, style, and detail through notes and photographs.

Task 3: Review of Draft Design Guidelines Expanded Framework (12 hrs.)

TPUDC will conduct a review of the Draft Design Guidelines Expanded Framework to familiarize ourselves with the standards proposed for the District. City staff will provide TPUDC with a draft of the Guidelines document. As part of our review, we will use this outline to make recommendations for the number and type of graphics or illustrations. We will focus on concepts that lend themselves to being more easily understood graphically, and will evaluate the effectiveness of different illustration approaches, including photographs, diagrams, and three-dimensional models. We will focus on creating new illustrative models for major concepts such as building massing/scale; windows types and placement; roof forms; accessory structure location and scale; retaining walls; driveways and parking location; and signage placement. Photographs will be used to illustrate minor concepts like porches and other appurtenances; details and ornamentation; mechanical and accessibility features. To maximize efficiency, we will try to create versatile models that can convey as many architectural concepts as possible, through different views and labeling. TPUDC will also provide organizational and framework feedback and technical expertise on an as-needed basis.

Task 4: Draft Historic District Guidelines Graphic Design Layout (40 hrs.)

TPUDC will create InDesign templates that establish standards for page layout; document hierarchy; colors; fonts; labeling and captioning; and illustration styles. TPUDC will include several options of graphic design styles for staff feedback.

Task 5: Client Meeting (4 hrs.)

After reviewing the Draft Historic District Guidelines, the TPUDC team will meet with City staff to discuss and finalize the list of graphics and illustrations before beginning the next Phase. We will work with the City to ensure that the final list of graphics is commensurate with the project budget. If City Staff plans to contribute any illustrations, we will discuss and agree upon graphics standards so that all illustrations are consistent.

Task 6: Create Historic District Guidelines Illustrations, Diagrams and Compile Photos (284 hrs.)

TPUDC will begin work on the graphical, photographic, and illustrative content to be inserted into Historic District Guidelines. TPUDC will provide an estimate of 250 graphics to include the following items:

- a. Create 3D models
- b. Modify models in our library
- c. Label/Annotate 3D models to create diagrams
- d. Work with Staff to collect and curate necessary photos

Some graphics may be used multiple times to convey different items in the document.

Task 7: Deliver Draft Historic District Guidelines Illustrations Catalog (4 hrs.)

TPUDC will provide all Historic District Guidelines illustrations. City staff will review the illustrations and provide TPUDC with one consolidated set of comments.

Task 8: Revisions to Draft Historic District Guidelines Illustrations (18 hrs.)

TPUDC will address any comments received from City staff and make revisions to the illustrations.

Task 9: Deliver Final Historic District Guidelines Illustrations (16 hrs.)

TPUDC will provide all updated Historic District Guidelines illustrations in Adobe InDesign format, in a single document containing page and/or section references so that they can be easily inserted into the Guidelines document. All illustrations will be grouped with applicable labels and/or leader lines.

Alternately, City Staff may provide TPUDC with the Historic District Guidelines InDesign document file, and TPUDC will insert the illustrations in the appropriate locations.

Task 10: Review of Draft Historic District Guidelines (7 hrs.)

Once all illustrations have been inserted, TPUDC will conduct a second review of the complete Draft Historic District Guidelines. We will provide comments on any additional Staff revisions made.

Task 11: Revisions to Adopted Historic District Guidelines Illustrations (6 hrs.)

TPUDC will address any comments received on the illustrations during the adoption process and make revisions to the illustrations for cleanup/correction purposes.

Task 12: Project Management (40 hrs.)

Ongoing project management will occur throughout the project.

COMPENSATION

The Services will be performed on a time plus expense basis using the hourly rates presented below and in accordance with the Professional Services Agreement:

Expenses may include printing or stock photo fees.

Rate Schedule

Outlined in the following table are the current hourly billing rates for TPUDC. These rates may be updated from time to time; however, no change shall be made without prior written notification to the Client.

<u>Position/Title</u>	<u>Hourly Billing Rate</u>
Principal	\$200
Director of Coding	\$200
Project Manager	\$150
Director	\$150
Architectural Advisor	\$150
Graphic Designer	\$100
Administrative	\$60



File #: 21-01726

DATE: February 8, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kelly Dannenfelser, Asst. Director of Planning
Amy Diaz-Barriga, Planning Supervisor
Andrew Orr, Long Range Planning Supervisor

SUBJECT:

Consideration Of Resolution 2021-24, A Resolution To Authorize A Coordinated Study Of Land Use, Infrastructure, And The Roadway Network For The Goose Creek Basin.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning growth and development in the Goose Creek Basin.

BACKGROUND/STAFF COMMENTS:

In 2018, the City staff identified the Goose Creek basin as a Short-Term Annexation Capability based upon developable acreage, future land use patterns, ability to provide services, and magnitude of investment. In the last two years, the City has annexed a combined 815 acres outside of the Urban Growth Boundary (UGB) in the Goose Creek Basin, south of Long Lane and east of I-65, but these newly added parcels have not been comprehensively planned due to their location outside of the UGB. The staff is requesting funds to better address the following development related questions:

- Will there be an additional I-65 interchange? How will that impact future land uses?
- Can development start anywhere, or is a phasing plan needed?
- What capacity do the current infrastructure plans accommodate?
- Will the new clean water facility allow for more density in the area?
- Will impact fees help offset the costs of needed improvements?
- How do the contours of the area affect infrastructure and development potential?
- What natural features do we want to preserve in this area?
- Does more land need to be annexed before infrastructure can be extended/improved?

Due to development pressure in the newly annexed properties, the staff is requesting authorization to issue a Request for Qualifications (RFQ) and select a consultant by the end of this fiscal year (FY 21) and use requested funds in the FY 22 Budget to conduct a coordinated study of land use, transportation, and water/sewer infrastructure.

FINANCIAL IMPACT:

The City is requesting \$150,000 in the Proposed FY 22 Budget and is seeking authorization to commence the RFQ process.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2021-24.

RESOLUTION 2021-24

A RESOLUTION TO AUTHORIZE A COORDINATED STUDY OF LAND USE, INFRASTRUCTURE, AND THE ROADWAY NETWORK FOR THE GOOSE CREEK BASIN

WHEREAS, State annexation laws changed in 2015, restricting municipal annexation actions to only those that are property owner-initiated, and allowing annexation outside of the Urban Growth Boundary (UGB); and

WHEREAS, in 2018, the City staff identified the Goose Creek basin as a Short-Term Annexation Capability based upon developable acreage, future land use patterns, ability to provide services, and magnitude of investment; and

WHEREAS, a referendum was held in 2019 resulting in the annexation of 26 parcels outside of the UGB totaling 474.23 acres in the Goose Creek Basin; and

WHEREAS, a referendum was held in 2020 resulting in the annexation of nine parcels outside of the UGB totaling 340.53 acres in the Goose Creek Basin; and

WHEREAS, Envision Franklin Design Concepts have not been established for the nine parcels annexed in 2020 and it is currently unknown if additional adjacent property owners will request annexation; and

WHEREAS, the location, timing, design, and funding of essential infrastructure has not been determined; and

WHEREAS, at the January 2021 BOMA/FMPC Joint Conceptual Workshop, staff presented information and questions that highlight the need to conduct a coordinated study of land use, infrastructure, and road network for the Goose Creek basin to ensure that this area is comprehensively planned; and

WHEREAS, a coordinated study of the southeastern portion of the Goose Creek Basin will engage the property owners, the public, and all stakeholders to plan for the efficient extension of water and sewer infrastructure, determine future roadway needs, identify the appropriate infrastructure supported future land uses, and recommend how development requests can move forward.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the Board of Mayor and Aldermen authorize the City staff to issue a Request for Qualifications, initiate the hiring process of a consultant, and allocate funds in the Fiscal Year 2022 budget for a coordinated study of land use, infrastructure, and the roadway network for the Goose Creek Basin.

BE IT SO RESOLVED AND DONE on this ____ day of _____, 2021

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____

Eric S. Stuckey
City Administrator

BY: _____

Dr. Ken Moore
Mayor

APPROVED AS TO FORM BY:

BY: _____

Shauna R. Billingsley, City Attorney

Coordinated Study of Land Use, Infrastructure, and Roadway Network for the Goose Creek Drainage Basin

January 28, 2021 Joint Conceptual Workshop Discussion

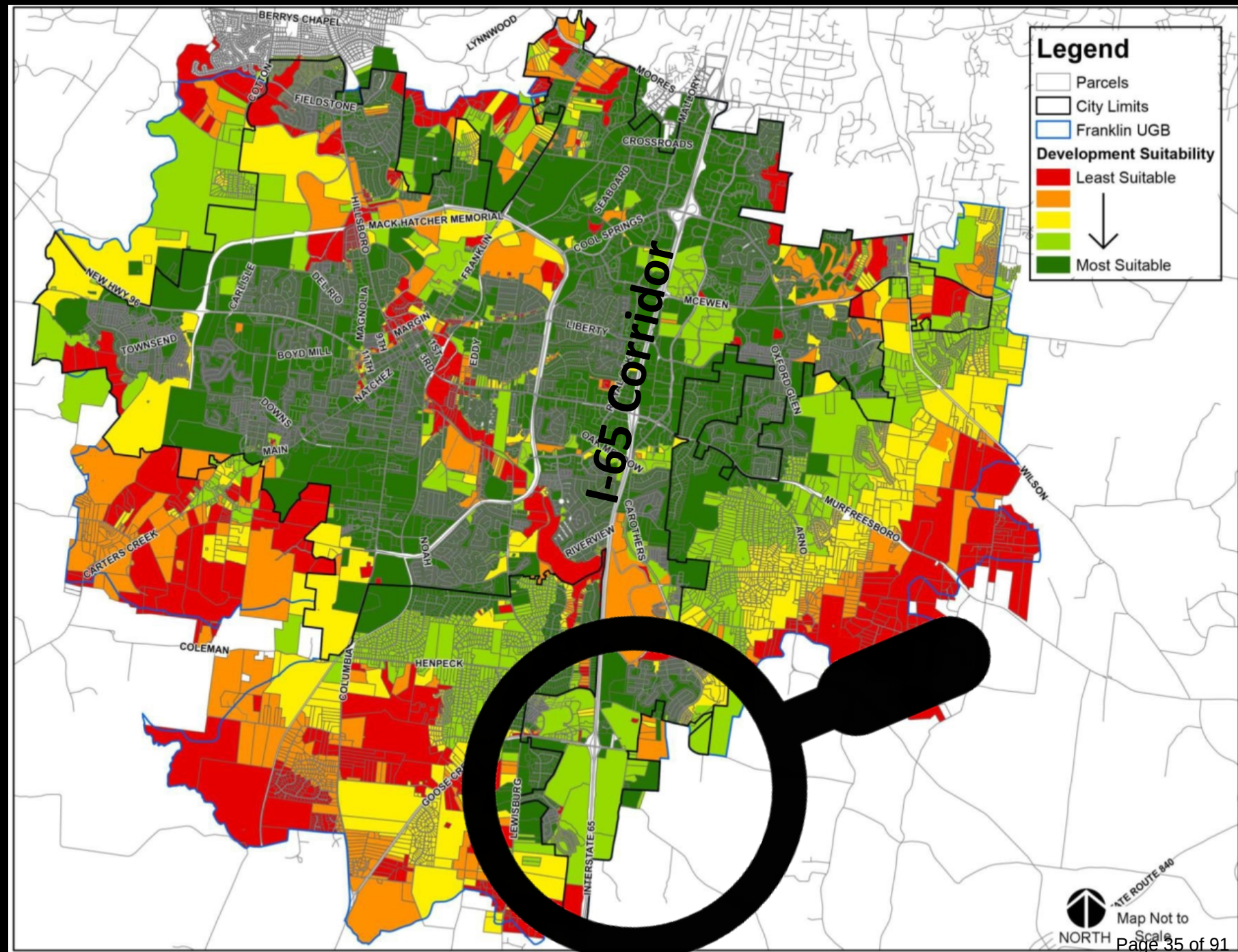
Envision Franklin: Managed Growth

- **Strategic growth** is encouraged in locations **supported by existing City infrastructure and services** or **where they are planned** to be provided in an efficient and orderly manner.
- The extension of **infrastructure and public services** should be used as a **tool** that **strategically directs** where growth should take place, not as a reactive response to development.
- Land-use policies, infrastructure improvements, and community facility investments should be coordinated to **maximize efficiency** and **public benefit** while **minimizing negative impacts** of growth.
- **Annexation** should be approached in a comprehensive manner that **promotes contiguity and orderly growth, efficient delivery of municipal services, and proactive planning** for future development.

2017 Development Suitability Analysis

Modeled suitability based
on nine factors centered on:

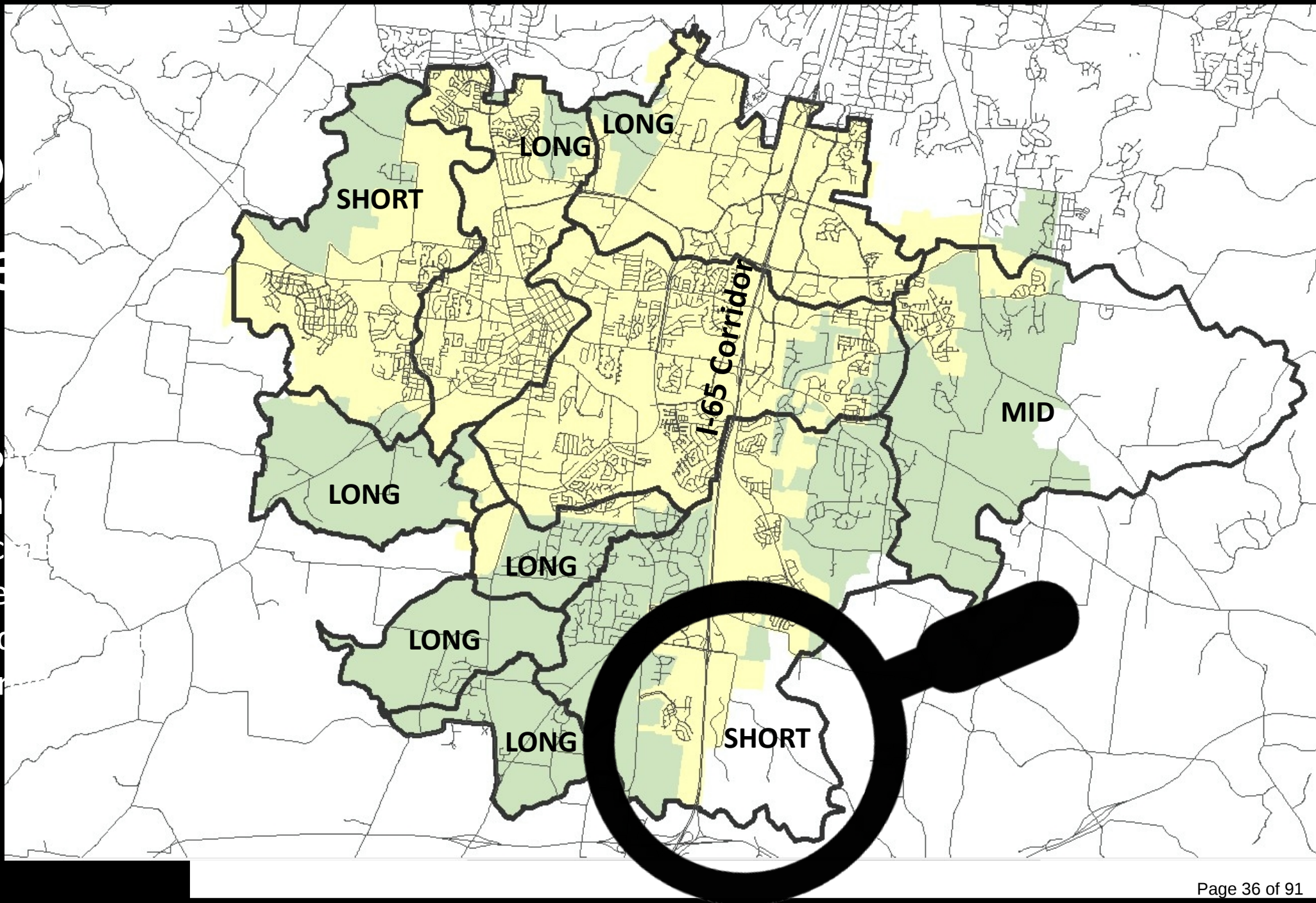
- A. Development potential
- B. Proximity to services/
infrastructure



2018 Annexation Capabilities Study

Short-, Mid-, or Long
Term Capability based on:

1. Developable acreage
2. Future land use
3. Ability to provide services
4. Magnitude of impact



Why now? Why this area?

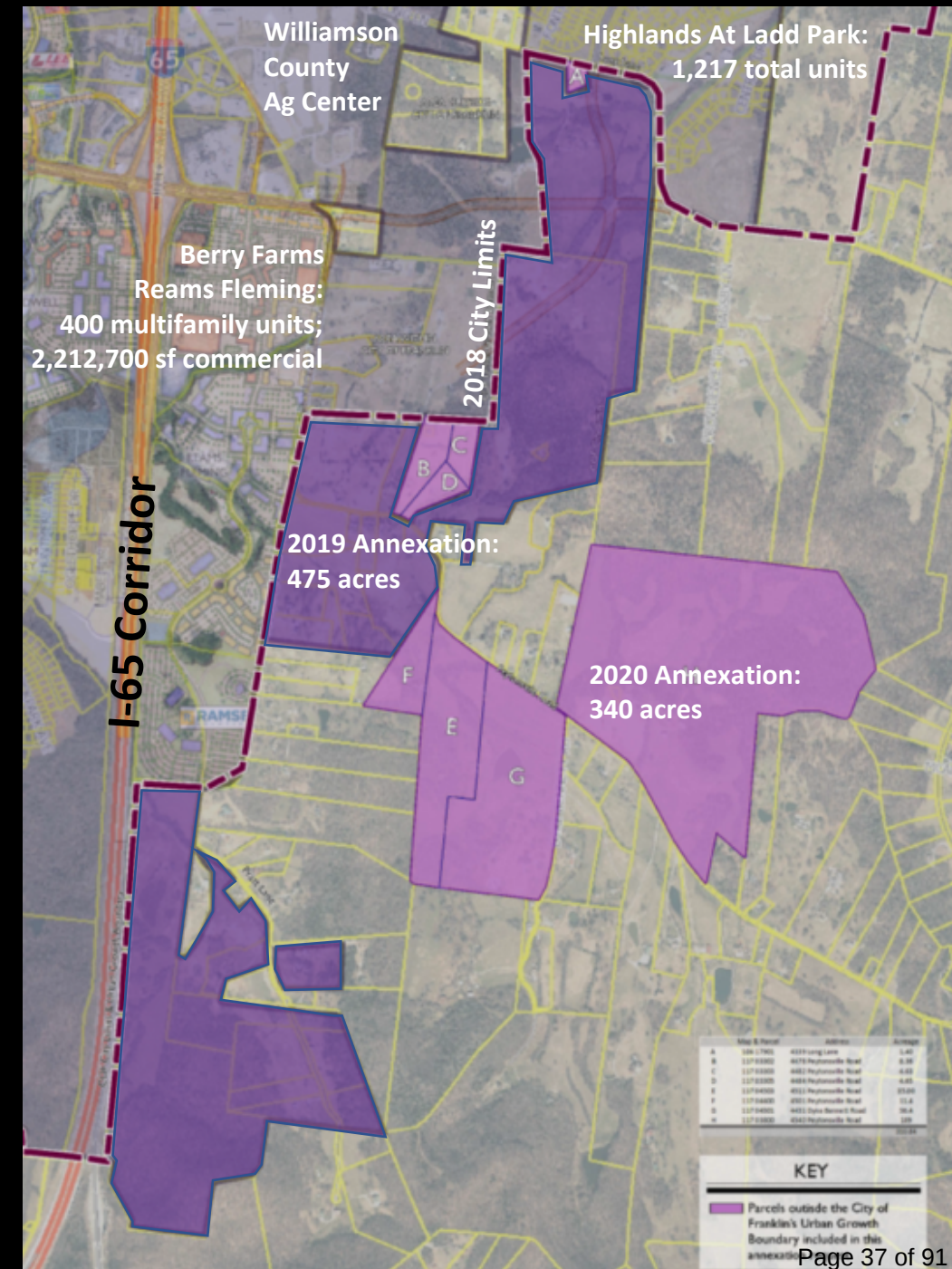
Area designated Regional Commerce; potential for redevelopment

Basin has second-largest amount of developable acreage

City is making significant investments into this area (fire station, water facility, Long Lane overpass, etc.)

In two years, BOMA has annexed 815 acres outside the UGB

Property owners are ready to develop, and are pressuring staff for answers we don't have



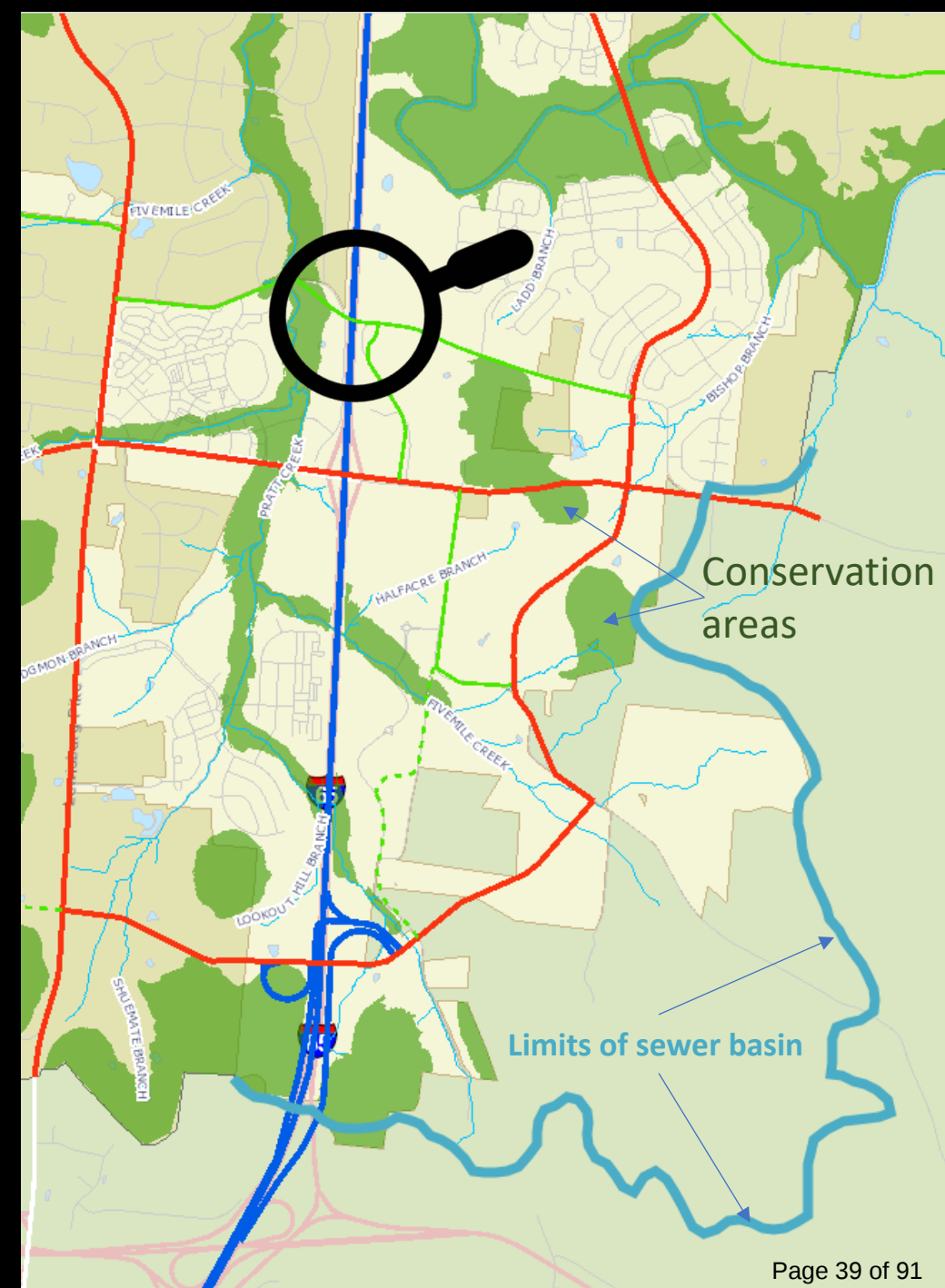
Questions that have been raised:

- Will there be an additional interchange? What will be the impact on future land uses?
- Can development start anywhere, or is a phasing plan needed?
- What capacity do our current infrastructure plans accommodate?
- Will the new clean water facility allow for more density in the area?
- What natural features do we want to preserve in this area?
- How do the contours of the area affect infrastructure and development potential?
- Will our impact fees help offset the costs of needed improvements?
- Does more land need to be annexed before infrastructure can be extended/improved?

Can development begin without these question resolved?

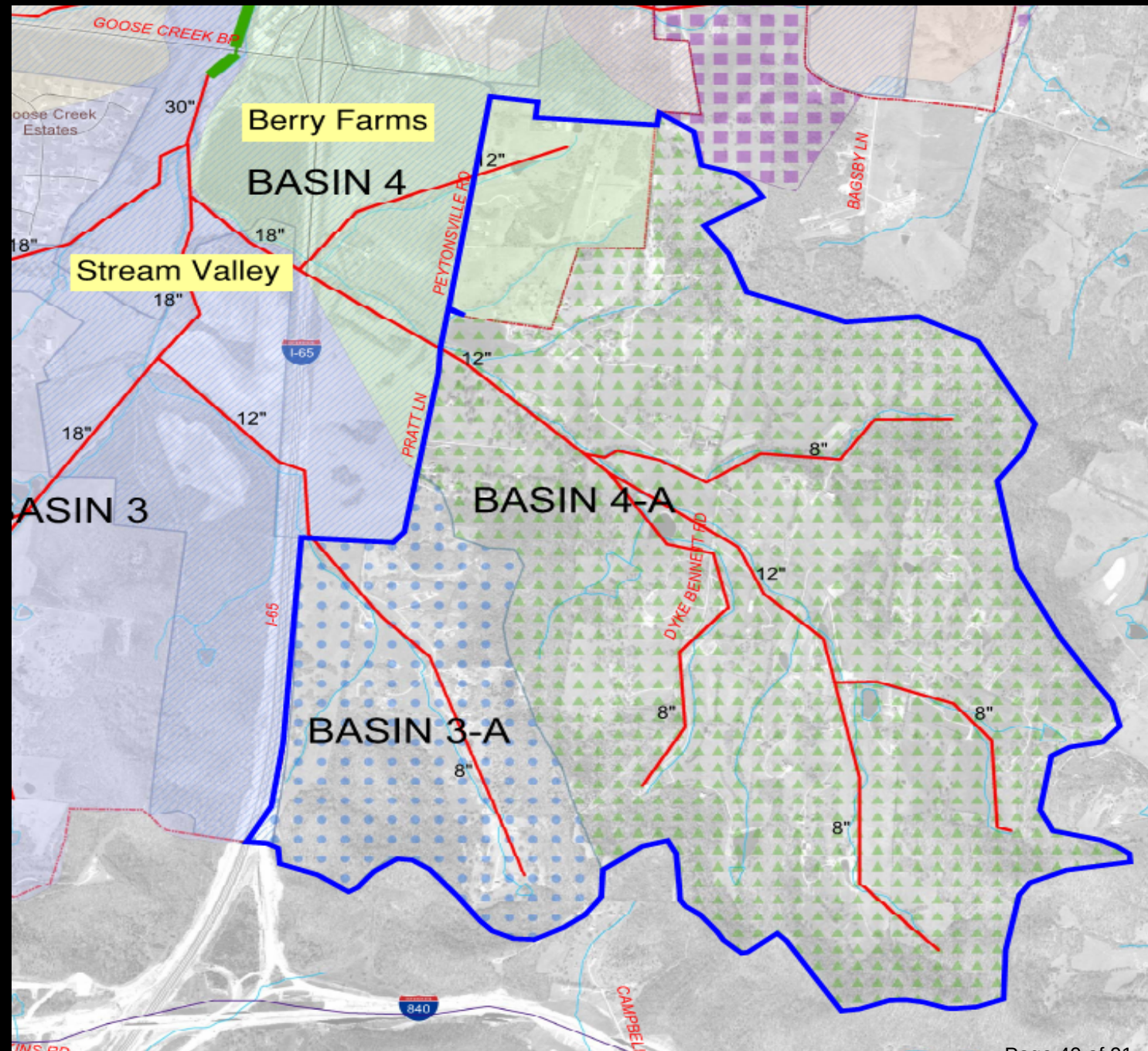
MAJOR THOROUGHFARE PLAN

- Of future roadways planned, only the Long Lane Overpass is funded
- Future improvements are driven by development, as with all projects within the MTP.
- Area includes greater than \$40 million of roadway improvements, not including the potential overpass/interchange at I-65
- Impact Fees won't come close to covering this overall price tag.
- Property Owner concurrence in the basin
- County concurrence with their long-range roadway plan
- Investigate transit opportunities



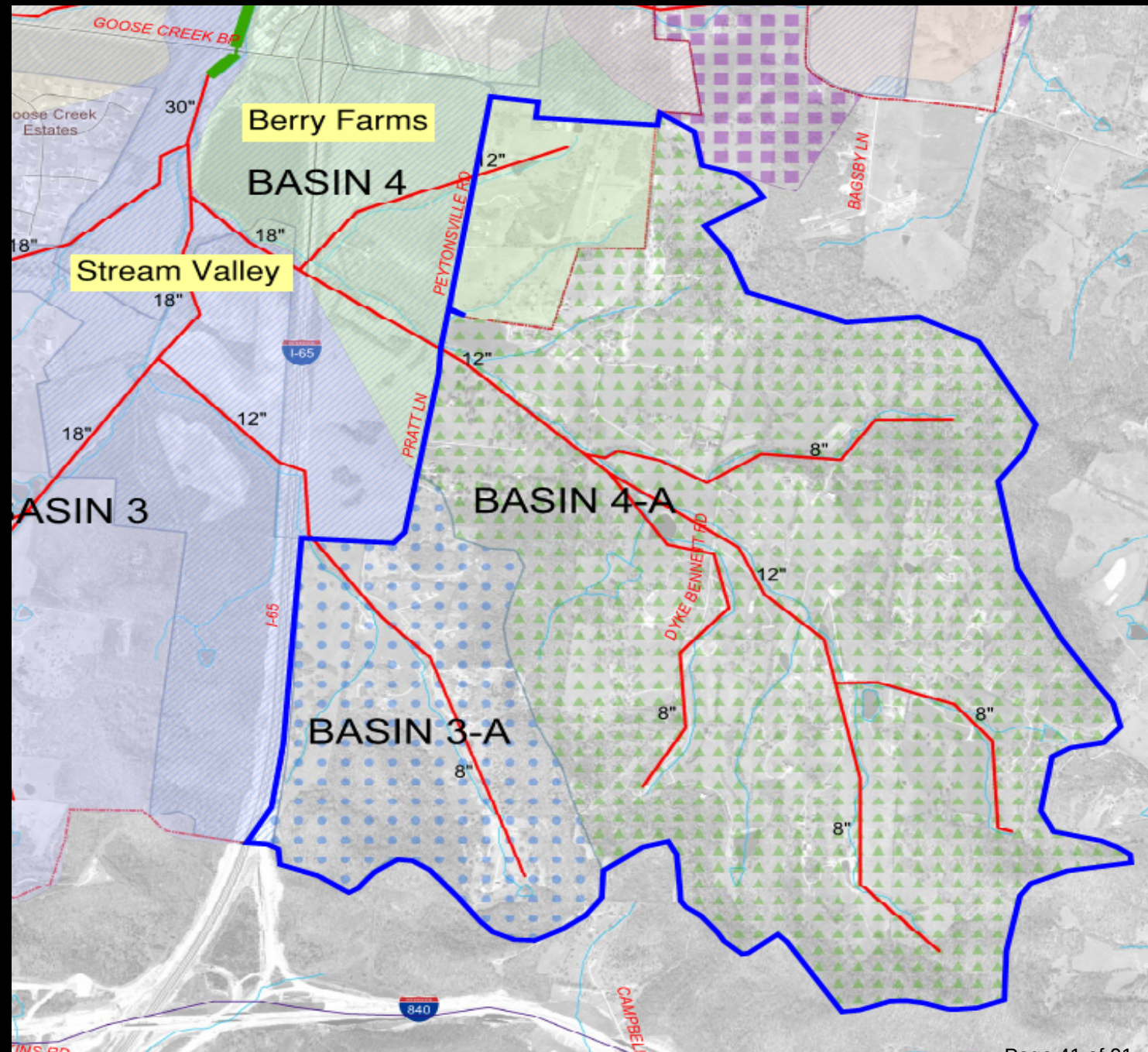
GOOSE CREEK SUB-BASINS POTENTIAL CONCERNS

- Interceptor upgrades
 - Downstream interceptors potentially need upgrades dependent on increased densities
 - Proposed interceptor sizes internal to sub-basins are based on November 2004 small area plan
- Other potential concerns
 - Redwing lift station facing upgrades with existing availabilities granted.
 - Timing of South Water Reclamation Facility may be a factor

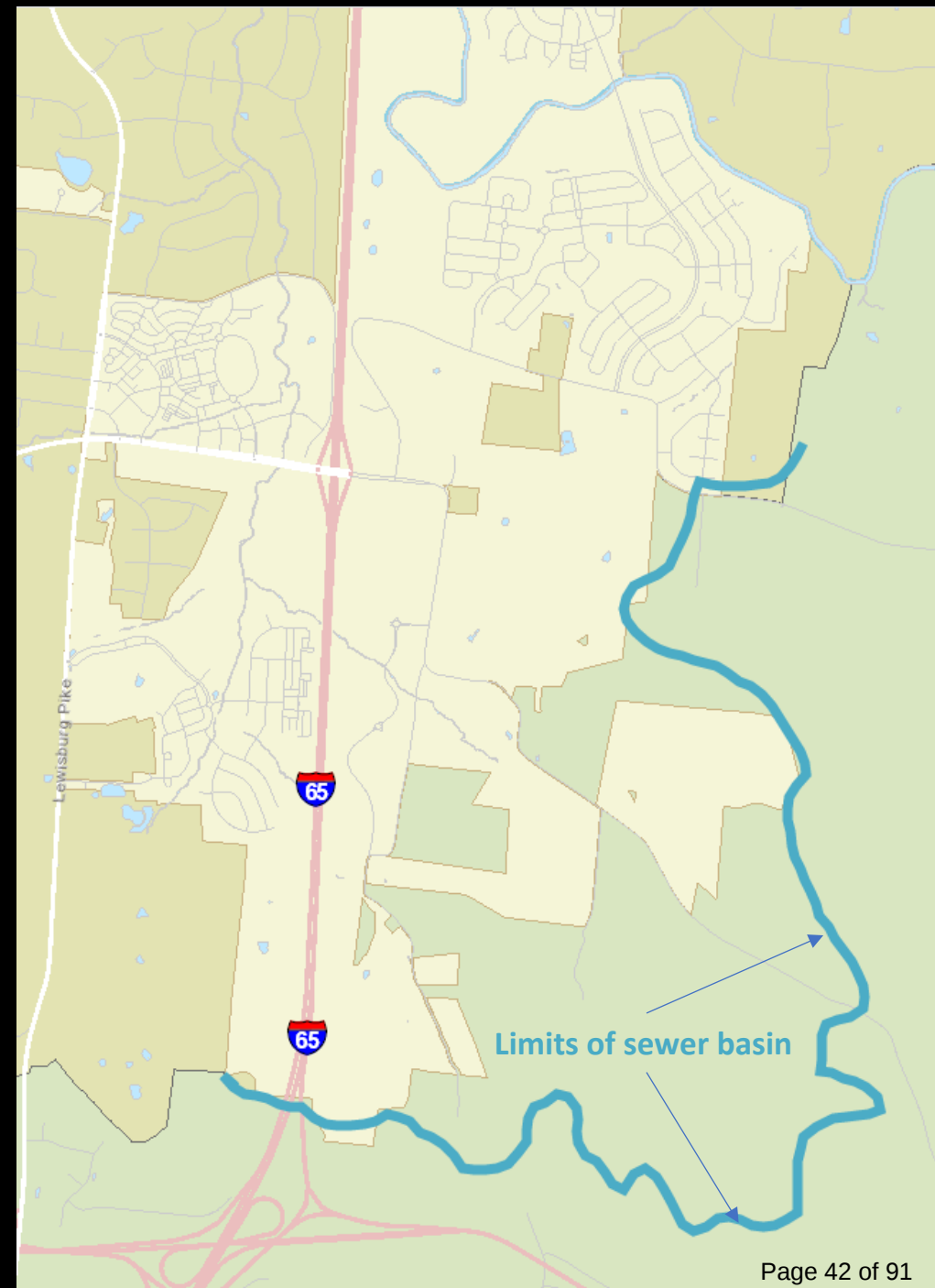
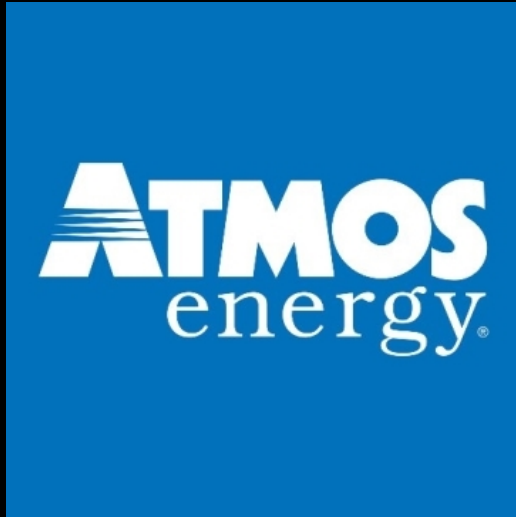


GOOSE CREEK SUB-BASINS EVALUATION NEEDS

- Proposed future densities in sub-basins should be determined
 - Evaluate impact on sizing if sub-basin interceptors
 - Evaluate impact on downstream interceptors
- South Water Reclamation Facility
 - Increased densities may require increase of planned WRF capacity
 - Timing of construction of WRF and phasing of development of sub-basins need coordinated
- Impact Fees won't come close to covering this overall price tag.

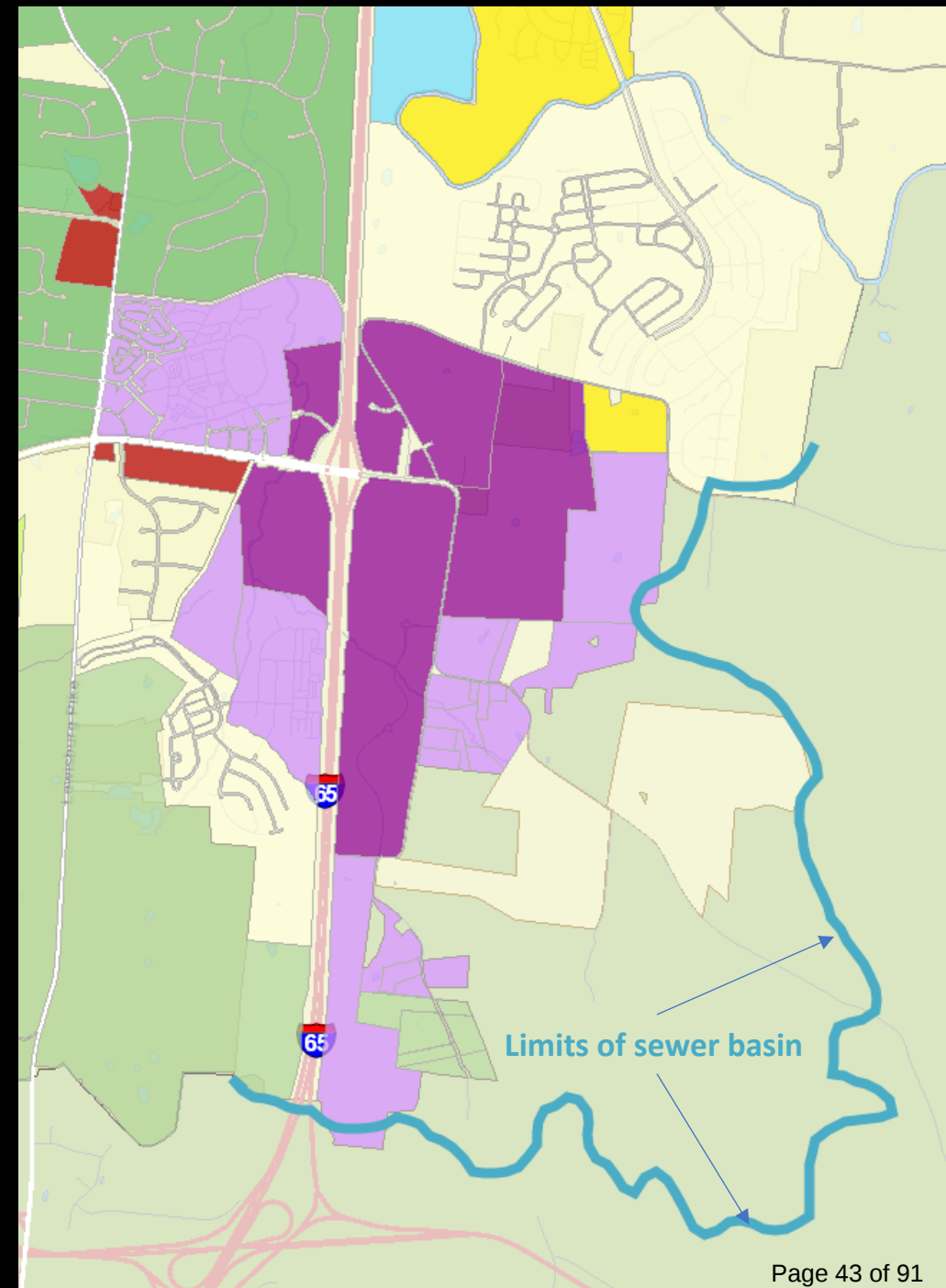


OTHER UTILITY PROVIDERS



ENVISION FRANKLIN

- Policies put in place must be supported by infrastructure
- Transitions can only be put in place when a limit or boundary is identified
- Expanding the public outreach



Benefits of a Coordinated Study

- Identify the appropriate land uses for area
- Plan for an efficient extension of utilities
- Plan for future roadway needs
- Calculate future costs and funding needs
- Proper and comprehensive public outreach
- Phase construction of utilities/roadway improvements
- Streamline annexation requests

Next Step: request permission from BOMA to proceed with RFQ



File #: 21-01690

DATE: February 1, 2021

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

*Consideration Of COF Contract No. 2021-0028, A Professional Services Agreement With Lose Design For Design Revisions For The FSSD Ball Fields Reconstruction In A Lump Sum Amount Of \$60,200.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2021-0028, a Professional Services Agreement with Lose Design for design revisions for the Franklin Special School District (FSSD) Ball Fields Reconstruction Project.

BACKGROUND/STAFF COMMENTS:

On August 13th, 2019 the Board of Mayor and Aldermen approved Resolution 2019-68, A Resolution to Adopt The Project List For The FY 2019-2028 CIP (Capital Investment Program). This resolution included FSSD Baseball Field Reconstruction Project and was estimated to cost \$5,150,000. On June 11th, 2019 the Board of Mayor and Aldermen approved a Professional Services Agreement (COF Contract No. 2019-0173) with Lose Design for the FSSD Baseball Field Reconstruction Project for a not-to exceed Amount of \$276,300.

City staff has been working with Franklin Special School District (FSSD) to finalize the design associated with the two existing ball fields. The project generally includes the construction of two baseball fields, batting cages, pedestrian accommodations, seating, concessions and restroom facilities. On August 7, 2020 bids were open for the project and ranged from \$7,665,600 - \$8,790,000.00. Due to the cost, City staff and FSSD staff reviewed the bids and made the decision to take a step back and value engineer the project to reduce the cost. This PSA will allow for the redesign of the project to reduce the cost. Staff is looking to rebid this project and award the bid in the Spring of 2021 to allow construction to start in Summer of 2021.

FINANCIAL IMPACT:

This project is jointly funded (50/50 cost sharing) by the City of Franklin and Franklin Special School District. The impact of this PSA is for an amount not to exceed \$60,200. Funding will be paid out of 110-82560-44700 or as determined by our Finance Department.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2021-0028.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0028**

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

DECLARATIONS. The City desires to retain the Consultant to provide engineering, related technical, and other services in connection with the City's FSSD Ball Fields Reconstruction Project ("Project"). The Project is described as follows:

FSSD Ball Fields Reconstruction Design Revision

1. SCOPE OF SERVICES. The Consultant shall provide engineering, architectural, landscape architectural, and 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. The Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Services.
3. In the event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. The Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Lump Sum amount of Sixty Thousand Two Hundred and 00/100 Dollars (\$60,200.00).

The Board of Mayor and Aldermen approved this Agreement on the _____ day of _____ 2021.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. The Consultant will:

- 1.1 Act for the 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 the City the services to be provided, including all contact information.
- 1.5 Unless provided for in the Project's Scope of Services (Attachment A), the Consultant shall perform all Services with its own forces (employees). Should sub-consultants be proposed to be used on 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 the 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 the City at all reasonable times.

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

- 2.1 Provide the 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 the Consultant's necessary field studies and surveys. The 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 the Consultant that it has the legal capacity to enter into this Agreement and that sufficient monies are available to fund the Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 The 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 The 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 the City nor the 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. The Consultant agrees to indemnify and hold the City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent

such judgments, losses, damages, or expenses are caused by the Consultant's negligent act, error, or omission in the performance of the Services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of the Consultant and the 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 Agreement.

- 3.6 LIMITATIONS OF RESPONSIBILITY. The 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 the Scope of Services attached hereto as Attachment A and incorporated herein by reference; (b) the failure of any contractor, subcontractor, consultant, or other Project participant, not under contract to the Consultant, to fulfill contractual responsibilities to the 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 the Consultant in Attachment A.

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 interest(s) 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(s), title, and interest(s) 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 submit 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; and

- (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.
- (4) The total sum to be paid to the Consultant under this Section shall not exceed the total Agreement amount, 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 discretion, 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 Agreement, 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. The Consultant shall provide the Services as described in the Scope of Services attached hereto as Attachment A and incorporated herein by reference.

- 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 the City request changes in the scope, extent, or character of the Project, the fee and the time of performance of the 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 the 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 the Consultant through information supplied to the Consultant by the City.

7.1.2 DISCLOSURE OF DOCUMENTS/DATA. The City may be required to disclose documents or data under state or federal law. The City shall notify the Consultant if a request for data or documents has been made and shall give the Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. The 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, the Consultant agrees to indemnify, defend, and hold harmless the 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 the City's reliance upon the Consultant's representation that materials supplied by the Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads the Consultant and the Consultant assumes control over that claim.

- 7.2 By execution of this Agreement, the Consultant and its sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest the Consultant or its sub-consultant(s) possess(es) 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 the 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 the City shall be used by the Consultant only for the Project as described herein. The City's posting or publication of such documents created by the Consultant for the City shall constitute fair use and shall not constitute an infringement of the Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by the 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 the Consultant to the City are only for convenience of the City, unless the delivery of the Project in electronic media format has been dictated in the Scope of Services attached hereto as Attachment A. 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 said 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, the Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.
- 7.5 When transferring documents in electronic media format, the Consultant makes no representations as to long term compatibility, usability, or readability, of the documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, the Consultant at the beginning of this Project.
- 7.6 The City may make and retain copies of documents for information and reference in connection with use on the Project by the City, or its authorized representative. Such

documents are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by the Consultant, as appropriate for the specific purpose intended, will be at the City's sole risk and without liability or legal exposure to the Consultant or to the Consultant's sub-consultant(s).

- 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 the Consultant to further compensation at rates to be agreed upon by the City and the Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, the Consultant shall maintain the following minimum insurance:
 - a) General Liability Insurance with a combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000.00 for each person and \$1,000,000.00 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 \$500,000.00 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000.00 annual aggregate.
- 8.2 The Consultant shall add the City as an additional insured on all policies unless otherwise prohibited.
- 8.3 The Consultant shall, upon execution of this Agreement, furnish the City with Certificates of Insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to the 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. The 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 the City deems adequate to indemnify the City, the 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 The City will pay the Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. The 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. The City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 The Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for the Consultant's services exceeding the original Scope of Services.
- 9.3 TRAVEL; EXPENSES. The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS"

website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS.

10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, national origin, disability, or marital status. The City and the 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.3 NO THIRD PARTY RIGHTS CREATED. The City and the 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 the City and the Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

10.4 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 the 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 the City and the 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 the City and the 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.

CITY OF FRANKLIN, TENNESSEE:

LOSE DESIGN:

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney



February 08, 2021

Ms. Lisa Clayton, Director of Parks
City of Franklin Parks
P.O. Box 305
Franklin, TN 37065

RE: Ball Field Construction Documents - Revised - Franklin, TN

Dear Lisa,

Lose Design is pleased to offer its professional services for your project in Franklin, Tennessee. Services required include Architecture, Civil Engineering and Landscape Architecture. We will provide updated construction documents and make submittals of these documents to the appropriate agencies. We look forward to helping move this project forward and support the partnership between Parks and Recreation and Franklin Special School District.

If this proposal is acceptable, please provide your authorization on the space provided on the attached signature page and return one signed copy to our office. Once the agreement is received, a fully executed contract will be forwarded for your files.

Sincerely,

LOSE DESIGN

A handwritten signature in black ink, appearing to read "JAG", is written over the printed name of the sender.

Joshua A. Gulick, PLA
Senior Landscape Architect

Attachments:
Professional Services Agreement
-Scope of Services/Fees
-Hourly Rate Schedule
-Exhibit 'A'



PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES/FEEs

Ball Field Construction Documents

Franklin, Tennessee

Project Description

Lose Design (Lose) understands that the City of Franklin (Client) desires to replace two existing ball fields and existing infrastructure to construct new facilities per the approved Construction Documents for the site attached as Exhibit 'A'. The site is located at 2959 Del Rio Pike, Franklin, TN 37064 (parcel ID 063 05400 00109063, 063 05400 00009063) and is +/-72 acres. Lose understands that the land disturbance for this project to be more than 10,000 sf and will require a grading permit, stormwater coordination, design and application. Lose also understands that coordination and updating existing stormwater infrastructure on-site will be needed. Lose understands that this project is approved but will need to be re-permitted through the City.

Task 1 - Project Management and Data Collection

This task will consist of the following:

- Coordination with Middle Tennessee Electric as coordinated by Client.
- Incorporation of revised concept plan from the Client into Autocad with detailed comments for materials and dimensions received during meetings.
- Project management services expected for tasks 1 - 12.

Task 2 - Meetings

This task consists of anticipated meetings through bid assistance.

- One (1) 90% design meeting with two staff. Meeting will be with the Client to review plans.
- One (1) meeting with two staff for Utility coordination. Meeting will be organized by the Client.
- One (1) meeting with two staff as requested by the Client's Project Manager.

Task 3 - Revised Preliminary Engineering

This task will consist of the following:

- Utilizing previously prepared Construction Documents, Lose will prepare a digital base file for design of the proposed facility site improvements.
- Lose will incorporate the updated layout plan to meet facility and Client requirements.
- Up to two (2) revisions of the plan will be completed for this task to address all Client comments.

Task 4 - Construction Documents - Site

Upon approval of the preliminary plan, and feedback from the Client Lose will provide the following:

- Lose will revise the cover sheet with vicinity map, project information and site data table.



- Lose will revise the demolition plan indicating elements for clearing and removal from site per comments provided by the Client.
- Lose will revise layout plan with critical dimensions for locating ball fields, stormwater improvements, concessions and restroom facilities, parking improvements, batting cage and pitching mound, pedestrian circulation and seating per comments provided by the Client.
- Lose will revise the grading plan with 1' contours and spot elevations indicating grades for proposed construction per comments provided by the Client.
- Lose will revise the three phase Erosion Protection and Sediment Control Plan indicating measures to reduce sediment transportation along with details of proposed measures.
- Lose will revise the Utility Layout Plan, indicating connections from existing sewer and water lines to the proposed concession, restroom building and irrigation system.
- Lose will revise and update construction details at various scales for contractor's convenience and indicating desired construction conditions per the Client's comments.
- Lose will revise the landscape plan and accommodate the Client's minimum requirements and requested plantings.
- Lose will revise the Irrigation Plan to accommodate the fields and new plantings and will consist of locations for controller, irrigation layout, back flow preventer and construction details.
- Lose will submit 90% plans to the Client for review and comment.
- Lose will address comments from 90% set review.
- Lose will submit final bid set to the Client for review and comment.
- Lose will address comments from bid set prior to bid.

Task 5–Construction Documents - Architecture

The Construction Documents will be provided for issuance of permits, including all necessary documentation for Building Codes' review and permitting including consultant coordination and material (Structural, Mechanical, and Electrical), and as a guide for on-site construction. It is understood that the project will require revisions of the plans and elimination of two (2) Scorer stand structures, and two (2) batting cage structures, The revisions to the building scoping is understood as follows:

Task 5.1: Concession and Restroom Buildings

- Coordinate with the Client for revisions to Specifications for bid alternates as requested for FF & E items.

Task 5.2: Scorer Stand Structures (2)

- Remove buildings from plans and coordinate items with subconsultants to be eliminated.
- Remove items from the Specifications that are impacted by the removal.
- Coordinate service locations and electrical outlet structures.

Task 5.3: Batting Cage Structures (2)



- Remove buildings from plans and coordinate items with subconsultants to be eliminated.
- Remove items from the Specifications that are impacted by the removal.
- Coordinate and develop additive alternate sheets for bid.
- Coordinate service locations and electrical outlet structures.

Task 6–Electrical Engineering

This task will consist of the following:

- Lose will engage a registered electrical engineer to provide and revise electrical connections from existing infrastructure to the proposed site per drawings provided by the Client.
- Lose will coordinate with a ball field lighting vendor and electrical engineer for size, location and maintenance of proposed fixtures.
- Lose will coordinate with electrical engineer for service to building, building fixtures and light levels required by the City of Franklin Building Code.
- Lose will coordinate with the Client for submittal of drawings to Middle Tennessee Electric.

Task 7–Mechanical and Plumbing Engineering

This task will consist of the following:

- Lose will engage a registered mechanical and plumbing engineer to provide revisions to drawings resulting from building removals.

Task 8–Structural Engineering

This task will consist of the following:

- Lose will engage a registered structural engineer to provide revisions to the drawings based on design decisions provided by the Client.

Task 9 –Stormwater Design and Hydrologic Report

This task will consist of the following:

- Lose understands that the submittal will consist of the previously prepared report.

Task 10 –TDEC Permitting

This task will consist of the following:

- Lose understands the Client will be preparing and coordinating the revised application.

Task 11 – Opinion of Probable Cost (OPC)

Lose Design will engage a qualified General Contractor to provide:

- Take offs for proposed improvements
- Opinion of cost for improvements for the ball field complex
- Approximate contingency costs, design fees, and anticipated contractor profit will be factored into the final budget
- Up to two (2) meetings with the Client to discuss numbers and receive feedback.
- One final pdf with budget numbers will be provided to the Client

Task 12 – Limited Bid Services

This task will consist of the following:



- Revision of Technical Specifications and Table of Contents for inclusion in Project Manual.
- Review and response to bid questions.
- Review and response to Client coordination items.

Exclusions

- Professional Services other than those listed in the above Scope of Services
- Record Drawings and Calculations.
- As-built drawings including stormwater as-builts.
- Specialized environmental services other than those listed in the above Scope of Services
- Traffic Engineering Services
- Detailed Construction Inspections other than those listed in the above Scope of Services
- Attending FMPC and BOMA Meetings.
- Submittal of plans through the IDT system

Client Responsibilities

- General Conditions of this Agreement
- Providing Access to the Subject Parcel
- Traffic Engineering
- Bidding and contractor selection

**Fees**

The services described herein will be provided on a Lump Sum (LS) basis as follows:

<u>Description of Services</u>	<u>Fee Amount</u>
1 – Project Mgmt. and Data Collection.....	\$3,800.00
2 – Meetings (\$2,400 LS/meeting max.)	\$6,000.00
3 – Preliminary Engineering	\$3,000.00
4 – Construction Documents - Site	\$18,000.00
5 – Construction Documents - Architecture	\$6,800.00
6 – Electrical Engineering.....	\$7,000.00
7 – Mechanical and Plumbing Engineering	\$2,400.00
8 – Structural Engineering.....	\$2,900.00
9 – Stormwater Design and Hydrologic Report.....	\$0.00
10 – TDEC Permitting	\$0.00
11 – Opinion of Probable Cost (OPC).....	\$6,800.00
12 – Limited Bid Services.....	<u>\$3,500.00</u>
Total.....	\$60,200.00

Note: All submittal and application fees will be paid by Lose and reimbursed by the Client.

Remit Payment To:

Lose Design
Attn: Accounts Receivable
2809 Foster Avenue
Nashville, TN 37210

Questions May Be Directed to:

Tammy Boyte
Controller
tboyte@lose.design
615-767-5811

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File #: 20-01632

DATE: February 9, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

Consideration Of COF Contract No. 2020-0123, Parkland Construction And Dedication Agreement With Vintage Franklin, LLC For Property Known As Vintage At Watson Glen PUD Subdivision.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Parkland Construction and Dedication Agreement with Vintage Franklin, LLC for the property known as Vintage at Watson Glen PUD Subdivision.

BACKGROUND/STAFF COMMENTS:

Vintage Franklin, LLC has submitted to the City a plan with privately maintained, public parkland amenities open to the public consisting of walking trails, benches, disc golf, and open space park. The development has submitted Two Hundred Forty-One (241) dwelling units located in Quadrant Two (2). Parkland Impact Fees and Parkland Dedication requirements are set forth in the City's Parkland Dedication Ordinance (Ordinance 2016-25 Franklin Municipal Code). The Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit. The total Parkland Impact fee for Vintage Franklin is a total of ONE MILLION THIRTY-SEVEN THOUSAND TWO HUNDRED SIXTY FOUR and 00/100 Dollars (\$1,037,264) and shall be paid at the final plat or issuance of the first building permit, whichever comes first. Vintage Franklin, LLC has agreed to construct and add an All Access Public Easement to the Public Parkland Project located along the southern property boundary and within the mixed-use development of Vintage at Watson Glen, as approved by the City of Franklin. Vintage Franklin, LLC intends to develop certain private parkland amenities and public areas to receive an off-set as set forth in the Parkland Ordinance. The estimated total off-set for the amenities is SEVEN HUNDRED SEVENTY SEVEN THOUSAND NINE HUNDRED FORTY EIGHT and 00/100 Dollars (\$777,948).

FINANCIAL IMPACT:

Vintage Franklin, LLC shall pay the City the total Parkland Impact fee of ONE MILLION THIRTY-SEVEN THOUSAND TWO HUNDRED SIXTY FOUR and 00/100 Dollars (\$1,037,264). Twenty-Five (25%) of the total Parkland Impact fee shall not be available for reimbursement but assigned to quadrant 2 for community park improvements for a total of TWO FIFTY-NINE THOUSAND THREE HUNDRED SIXTEEN DOLLARS and 00/100 Dollars (\$259,316). The total estimated cost of land

and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to construct the Public Parkland Project, is SEVEN HUNDRED SEVENTY SEVEN THOUSAND NINE HUNDRED FORTY EIGHT and 00/100 Dollars (\$777,948).

Vintage Franklin - Parkland Dedication Estimate

Parkland Fees to be paid \$1,037,264
 75% Reimbursement **\$ 777,948**
 25% Non-reimbursement \$ 259,316

Public Estimates

PUBLIC AREAS REIMBURSEMENT (75% of Cost)	
Land	\$ 161,511
Sidewalk - \$6.25/SF - 8' Wide	\$ 188,000
Sidewalk Prep - \$1.50/LF (Excavating & Grading)	\$ 40,000
Benches - Model RB-28, 4ft - qty. 8	\$ 10,000
Dog Park Agility Equipment	\$ 10,000
Dog Park Fencing	\$ 30,000
Signage	\$ 5,000
Pedestrian Bridge	\$ 165,000
Landscaping	\$ 45,000
Subtotal	<u>\$ 654,511</u>
Design Expense	\$ 50,000
Survey Expense	\$ 23,000
Contingency 20%	\$ 145,502
Public Reimbursement Total (75%)	\$ 873,013

Available Reimbursement Total \$ 777,948

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2020-0123.

**PARKLAND CONSTRUCTION AND DEDICATION AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
FRANKLIN CAPITAL INVESTMENT, LLC**

COF CONTRACT NO. 2020-0123

PARKLAND CONSTRUCTION AND DEDICATION AGREEMENT, (this “Agreement”), made and entered into this ___ day of _____ 2021 by and between The City of Franklin, Tennessee (“City”) and Franklin Capital Investment, LLC, (hereinafter “Franklin Capital Investment”) pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, and Franklin Capital Investment, LLC, as owner of Vintage at Watson Glen PUD Subdivision located in Franklin, Tennessee, as more particularly described in Exhibit ‘A’ attached hereto,

WITNESSETH:

WHEREAS, Franklin Capital Investment is in the process of developing Map 79 Parcels 88 and 101.2 (the “Development Project”), consisting of restaurants, office, and 241 multi-family homes all as more particularly shown on Exhibit A; and

WHEREAS, Franklin Capital Investment intends to develop or cause the development of private parkland amenities open to the public (hereinafter, “Project”) consisting of walking trails, benches, disc golf, and open space park, all as more particularly shown and described on Exhibit B, attached hereto; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City’s Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code 25-405, and hereinafter, “Ordinance”); and

WHEREAS, the Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit; and

WHEREAS, the total Parkland Impact fee for Franklin Capital Investment is a total of One Million, Thirty-Seven Thousand Two Hundred Sixty-Four and No/100 Dollars (\$1,037,264.00) and shall be paid at the final plat or issuance of the first building permit, whichever comes first; and

WHEREAS, Franklin Capital Investment has agreed to construct and add an All Access Public Easement to the Project located along the southern property boundary and within the mixed-use development of Vintage at Watson Glen, as approved by the City of Franklin, all as shown and described on Exhibit A attached here to; and

WHEREAS, Twenty-Five Percent (25%) of the total Parkland Impact fee shall not be available for reimbursement; and

WHEREAS, Franklin Capital Investment has agreed to construct the Public Parkland Project as illustrated on Exhibit B and described in detail below for the future enjoyment of the public free of charge, subject to the terms and conditions set forth herein; and

WHEREAS, any and all improvements located on public and/or privately-owned property as illustrated in the approved Exhibit B shall not be altered, expanded, or in any way modified in any material way from the level, nature and type of use as contemplated in this Agreement as of the date hereof, without the express prior written consent of the City (which shall not be unreasonably withheld, conditioned or delayed); and

WHEREAS, any approved fixed structures associated with the public parks, examples may include fencing, benches, off-street parking, signage, etc., as illustrated on Exhibit 'B' and further detailed on the approved construction drawings on file with the City of Franklin Parks Department that may be located in the private open space shall not be altered, expanded, or in any way modified in any material way by Franklin Capital Investment with respect to the nature and intensity of its use without the written consent of the City (which shall not be unreasonably withheld, conditioned or delayed).

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT FOR PARKLAND CONSTRUCTION AND DEDICATION

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Public Parkland Project ("Project"): The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to construct the Project is SEVEN HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED FORTY-EIGHT and 00/100 Dollars (\$777,948.00) as more particularly described in Exhibit C, and the estimated total offset available to Franklin Capital Investment is an identical amount upon submittal and approval of supporting documentation. The following costs are specifically excluded and are not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.
3. Pursuant to Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does and shall not exceed the total Parkland Impact Fees due for the Project.
4. Franklin Capital Investment shall be responsible for the maintenance of all Project areas.
5. Franklin Capital Investment shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocating or protecting public utilities.

6. Organized Events. Events require a Special Event Permit which may be obtained through the Franklin Parks Department. No entity shall sponsor, host, or organize an event on the public trail without prior approval of the Special Event Permit.
7. All improvements, uses, and activities shall comply with the policies established by the City Franklin Zoning Ordinance and Municipal Code with the terms and conditions of this Agreement.
8. Upon completion and prior to acceptance of the Project improvements, Franklin Capital Investment will provide reasonable documentation for all such cost and provide notarized release of liens.
9. The permission granted by this Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
10. This Agreement is non-transferable to the successors or assigns of Franklin Capital Investment unless the successor assumes the same obligations of Franklin Capital Investment in writing. Such assignment shall be provided to the City within fifteen (15) days after the transfer of the Project. Upon assignment, Franklin Capital Investment shall be relieved from any and all further liability under this Agreement.
11. The City and Franklin Capital Investment agree that the terms and conditions contained herein shall be binding on and shall insure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
12. Applicable Law/Choice 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 for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
13. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Vernon J. Gerth, ACA
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of Franklin Capital Investment:

Franklin Capital Investment, LLC
Attn: Bob Goodall
393 Maple Street
Gallatin, TN 37066

14. This Agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, Franklin, TN. Upon

completion of this Agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.

15. This Agreement constitutes the entire agreement between parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**

No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Franklin Capital Investment or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Franklin Capital Investment or successor or on any obligations hereunder; provided, however, the City shall remain liable to Franklin Capital Investment for its gross negligence and willful misconduct. The City shall only look to Franklin Capital Investment and the Development Project for the enforcement of Franklin Capital Investment obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners or shareholders of Franklin Capital Investment or any direct or indirect owner of Franklin Capital Investment shall have any personal liability for any of the liability or obligations of Franklin Capital Investment in connection herewith.

2. **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 Franklin Capital Investment to limit its liability shall be void and unenforceable.

3. **Severability.**

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

[Signature pages follow next]

Prepared by:
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

IN WITNESS WHEREOF, the said parties have hereunto set their signatures on this day and date first above written.

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, personally appeared, Dr. Ken Moore and Eric S. Stuckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Dr. Ken Moore acknowledged himself to be Mayor and Eric S. Stuckey acknowledged himself to be City Administrator of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Shauna R. Billingsley
City Attorney

Prepared by:
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

Franklin Capital Investment, LLC,
a Tennessee limited liability company

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

On _____, before me, _____,
Notary Public, personally appeared _____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Tennessee that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

_____(seal)
Signature

My Commission Expires: _____

Vintage at Watson Glen PUD Subdivision
Parkland Dedication
Franklin, TN



Exhibit 'A' Overall Masterplan

Vintage at Watson Glen PUD Subdivision
Parkland Dedication
Franklin, TN



Typical Bench



Gathering Area



Greenway

Vintage Franklin - Parkland Dedication Estimate

Parkland Fees to be paid \$1,037,264
 75% Reimbursement **\$ 777,948**
 25% Non-reimbursement \$ 259,316

Public Estimates

PUBLIC AREAS REIMBURSEMENT (75% of Cost)	
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Landscaping	\$ 45,000
Subtotal	\$ 654,511
Design Expense	\$ 50,000
Survey Expense	\$ 23,000
Contingency 20%	\$ 145,502
Public Reimbursement Total (75%)	\$ 873,013

Available Reimbursement Total \$ 777,948



File #: 20-01623

DATE: January 21, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of BNS
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:

Consideration Of COF Contract No. 2021-0006, With Community Housing Partnership (CHP) To Construct A New Single Family Home On The Surplus Lot At The Corner Of Natchez And Granbury Streets And For The Home To Be Sold To a Low Or Moderate Income Household.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the surplus City property at the corner of Natchez and Granbury Streets.

BACKGROUND/STAFF COMMENTS:

Per Resolution 2020-30, this City-owned property at the corner of Natchez and Granbury Streets, was declared to be surplus real property, abandoning such property, declaring a public purpose for the property. The property is generally described as 427 Granbury Street and 409 Natchez Street, Franklin, Tennessee (Williamson County Property Assessor Map 02000 and Map 078G, Parcel 02001). The identified public purpose will be the development of a deed-restricted, affordable single-family home on this lot. Community Housing Partnership (CHP) will serve as the development partner who will manage the construction of the home.

The ownership of the property is limited exclusively to a Qualified Owner and his/her family that meets the Area Median Income of the Nashville-Davidson-Murfreesboro-Franklin Metropolitan Statistical Area as defined by the United States Department of Housing and Urban Development. The Area Median Income limits are published annually by the U.S. Department of Housing and Urban Development.

FINANCIAL IMPACT:

Community Housing Partnership of Williamson County will receive \$50,000 of Community Development Block Grant Funds toward the construction of this home. Community Housing Partnership is prepared to fund the balance of the construction of the new affordable home.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2021-0006.

**CONTRACT OF SALE
CITY OF FRANKLIN CONTRACT NO. 2021-0006**

This Agreement ("Agreement") is made between the City of Franklin, Tennessee, a municipal corporation organized and existing under the laws of the State of Tennessee, ("Seller") and Community Housing Partnership ("Purchaser").

1. Description of Property. Seller agrees to convey to Purchaser and Purchaser agrees to accept, upon the terms and conditions set forth below, the property described in Exhibit A hereto (the "Property"), located in Williamson County, Tennessee. The property is generally described as **427 Granbury Street and 409 Natchez Street, Franklin, Tennessee (Williamson County Property Assessor Map 02000 and Map 078G, Parcel 02001).**

2. Purchase Price. Pursuant to Resolution 2020-30 (attached as Exhibit B), this City-Owned property was declared to be surplus real property, was abandoned, and a public purpose for the property was declared. The Board of Mayor and Aldermen declared this property abandoned and directed it be made available for new home construction.

3. Title Exceptions. The Property shall be conveyed subject to the following title exceptions and no others:

- a. Applicable building and zoning laws.
- b. Encroachments, easements and other matters shown on the survey to be paid for by Purchaser which will not interfere with the Purchaser's intended use of the Property.
- c. Real estate taxes not yet due and payable.

4. Title Restrictions. The Property shall be conveyed subject to the following title restrictions:

- a. Restrictions a Burden. These restrictions shall be a burden upon and run with the Property for the benefit of the City of Franklin, Tennessee ("the City"), its successors and assigns, who may enforce the deed restrictions and compel compliance therewith as hereinafter provided.
- b. Perpetual; Modification. This restriction is intended to run with the land unless and until modified, amended, waived or released with the consent of the City as determined by vote of the Board of Mayor and Aldermen.
- c. Requirement of Title. Compliance with the provisions of these restrictions shall be deemed to be a requirement of title.
- d. Definitions
 1. "Owner" means any purchaser, devisee, transferee, grantee, owner or holder of title to the Property or any portion of the Property.
 2. "Qualified Owner" shall mean any person or persons who meets the income or asset limitations, or other requirements set forth in these Deed Restrictions at the time of the sale of the Property to the Owner. A Qualified Owner must continue to meet all the requirements of these Deed Restrictions

during the entire time that title to the Property is vested in the Qualified Owner.

3. *“Transfer”* means any sale, conveyance, assignment or transfer, voluntary, involuntary, or by operation of law or judicial decree, whether by deed, contract of sale, gift, devise, bequest, trustee’s sale, deed in lieu of foreclosure, court order, bankruptcy proceedings, lien foreclosure, or otherwise, of any interest in the Property, including, but not limited to, fee simple interest, a joint tenancy interest, a tenancy in common, a life estate, or leasehold interest.
 4. *“Maximum Sales Price”* shall mean the highest price for which the Property may be Transferred.
 5. *“Family”* shall mean the spouse, children and immediate family members of an Owner. Immediate family members shall mean a person related by blood or marriage that is a first cousin or closer relative.
 6. *“Original Purchase Price”* shall mean the initial sale price of the Property following construction of a dwelling unit on the lot.
- e. Occupancy and Ownership. The ownership of the Property is limited exclusively to a Qualified Owner and his/her family. A Qualified Owner must:
1. Earn less than or equal to 80 percent of the Area Median Income of the Nashville-Davidson-Murfreesboro-Franklin Metropolitan Statistical Area as defined by the Department of Housing and Urban Development as published annually; and
 2. Limit use and occupancy to himself/herself and his or her family; and
 3. Occupy the Property as his or her sole and exclusive place of residence; and
 4. Not rent or lease any part or all of the property, short or long term; and
 5. Transfer the Property only in accordance with these Deed Restrictions; and
 6. Continue to meet all requirements of and comply with all provisions of these Deed Restrictions.
- f. Maximum Sales Price. In no event shall the Property be Transferred for an amount in excess of the price calculated as follows:
1. The maximum home price affordable to a family making 80% of the Area Median Income of the most recent Nashville-Davidson-Murfreesboro-Franklin Metropolitan Statistical Area (MSA) as defined and published by the Department of Housing and Urban Development and adopted by the City of Franklin Housing Committee.
 2. Nothing herein shall be intended or construed to constitute a representation or guarantee by the City that the Property will be sold and purchased at an amount equal to the Maximum Sales Price. Depending upon market conditions, the condition of the Property, et cetera, the Owner may receive less than the Maximum Sales Price on resale.

- g. Nonconforming Sale Void. In the event that the Property is Transferred without compliance with these Deed Restrictions, such Transfer shall be wholly null and void and shall confer no title whatsoever on the purported transferee. Each and every Transfer of the Property, for all purposes, shall be deemed to include and incorporate by this reference all terms and conditions of these Deed Restrictions.
 - h. Dwelling Unit Design and Materials. The style of the dwelling unit shall be in keeping with the character of the existing homes in the neighborhood and shall:
 - 1. Be limited to single-family detached home; and
 - 2. Exhibit similar massing, scale and roof pitch as the existing homes
 - i. Deed Restriction Enforcement. The City or its designee shall enforce the deed restriction and may continue to monitor the dwelling unit annually to ascertain the status of the unit's compliance with all of the provisions of these Deed Restrictions.
 - j. Deed Restrictions Recordation. These Deed Restrictions (and any exhibits thereto) shall be recorded as follows:
 - 1. In the Property records of Williamson County, Tennessee; and
 - 2. The original executed and recorded document(s) must be returned to the City.
 - 3. Deed Restriction Point of Contact. The Director of the Department of Building and Neighborhood Services, or their designee, will serve as the primary point of contact on behalf of the City of Franklin.
5. Title Insurance and Survey. As soon as possible after the execution of this Agreement, Purchaser shall obtain, at Purchaser's expense, a commitment for owner's title insurance in the amount of the purchase price, naming Purchaser as proposed insured. Purchaser shall cause to be issued, at closing, a policy of title insurance (ATLTA Form B) pursuant to said commitment containing only those exceptions specified in Section 3 above and any other exceptions that may be acceptable to Purchaser. Purchaser shall also obtain, at Purchaser's expense, a current survey with such content as shall enable the title insurance company issuing the title policy to omit the so-called "standard survey exceptions" from the title insurance policy insuring Purchaser's title. If said commitment and survey contain any exceptions or matters other than those specified in Section 3, which Seller is unable to remove by or on the closing date, Purchaser may, at its option, terminate this Agreement or may proceed to close without reduction in the purchase price except for reductions necessary to remove liens securing liquidated sums. Purchaser shall notify Seller of any such potential exceptions within ten (10) days of the receipt of the survey and/or title opinion, or if such title opinion and survey are not available until less than ten (10) days before closing, within a reasonable time before closing.
6. Closing. The closing shall take place at the offices of the City of Franklin on or before December 31, 2021, or at such other time and place as may be agreed upon by Seller and Purchaser. At closing, Seller shall execute and deliver to Purchaser a quitclaim deed subject only to the aforementioned title exceptions and restrictions, and Purchaser shall pay the balance of the cash portion of the purchase price called for above. Seller shall deliver final possession of the Property to Purchaser on the closing date.

7. Easements and Other Documents to be Executed or Delivered at or Before Closing. In addition, at or before closing, and before the execution of the quitclaim deed to the Purchaser, the Seller shall execute and deliver to Purchaser, for no additional consideration, in form satisfactory to the Purchaser, a copy of any existing easements, covenants, and property restrictions on the Property.

8. Further Agreements. The parties understand that the Purchaser's obligations hereunder are further contingent upon a satisfactory agreement's being reached, prior to closing, between the Seller and the Purchaser.

9. Adjustments. Real estate taxes and assessments (collectively "taxes") shall be apportioned and prorated as of the end of the day preceding the closing date. If the amount of taxes for the year in which the closing takes place are not known at the closing, they shall be apportioned on the basis of the most current information available on the closing date, and if actual taxes for the year of closing are more than the taxes on which the pro-rata is computed, Seller will pay Purchaser their pro-rata share of such additional taxes within ten (10) days of receipt by Seller of evidence of such increase; or, if the actual taxes are less than the tax on which the pro-rata is computed, Purchaser will refund Seller's pro-rata share of such decrease within ten (10) days of the receipt of the assessment.

10. Costs and Expenses; Preparation of Documents. Purchaser shall pay for deed preparation and premium for title insurance. Purchaser shall pay for transfer taxes, if any, and recording costs, if any related to this transaction. Each party shall pay for its own attorney's fees.

11. Purchaser's Right to Inspect Property Before Closing. The Purchaser shall have the right, before closing, at its own expense, to enter onto the Property to inspect it, to make soil test borings, environmental surveys, archaeological studies, drainage tests, and tests of the Property at Purchaser's expense concerning the presence of any environmental hazard or any other condition of the property. In proceeding with this transaction, the Purchaser is relying upon the tests and inspections conducted by its own environmental engineers and other consultants and not upon any representation of the Seller. If these tests and inspections disclose any condition of the Property unsatisfactory to the Purchaser or that would prevent the Purchaser from using the Property for the use intended, then the Purchaser shall notify the Seller within thirty (30) days prior to the date set for closing and offer the Seller the opportunity to correct the condition at the Seller's expense. If the Seller is unwilling or unable to correct the condition, then the Purchaser shall have the option of proceeding to closing or terminating this Agreement and obtaining back any deposit as sole remedy.

12. Notices. Any notice or other communication (collectively "notices") required to be given hereunder shall be in writing and delivered personally or sent by United States certified mail, return receipt requested, addressed to the parties at the following addresses:

Purchaser:
Community Housing Partnership of
Williamson County
129 West Fowlkes Street, Suite 124
Franklin, Tennessee 37064

Seller:
Eric S. Stuckey, City Administrator
City of Franklin
P.O. Box 305
Franklin, TN 37065

or to such other address as either party may hereafter give the other. Notices sent by mail shall be deemed given three (3) days after mailing.

13. Default. If Purchaser defaults hereunder, Seller shall retain the Deposit as liquidated damages or may sue for specific performance. If Seller defaults hereunder, Purchaser may obtain specific performance or recover damages.

14. Offer and Acceptance. This Agreement, as executed by the party first executing it shall constitute an offer to the other party. The offeree shall accept the same, if at all, by delivering a fully executed original of this Agreement to the offer promptly. The notice provisions hereof hereinabove notwithstanding, acceptance of this offer shall be effective only upon the actual receipt by the offeree of the fully executed original. The offer, if not timely accepted as aforesaid, shall expire and be of no further force and effect at the time and date set forth in this Section. Any offer by the Purchaser is subject to final approval by the Franklin Board of Mayor and Aldermen.

15. Headings. The Section headings are inserted for convenience only and are not intended to describe, interpret, define, or limit the scope or content of this Agreement or any provisions hereof.

16. Miscellaneous. All prior understanding and agreements between the parties are deemed merged herein. This Agreement may be modified only by an agreement in writing signed by the parties. This Agreement shall apply to, bind, and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties. The effective date of this Agreement shall be the day it is last executed by Seller or Purchaser. This Agreement shall be governed by Tennessee law.

[Signature page to follow]

IN WITNESS WHEREOF, Seller and Purchaser have set their hands on the day and year written beside their signatures.

SELLER

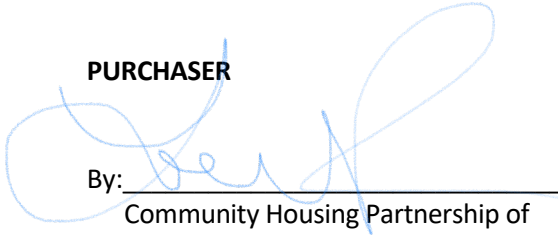
City of Franklin, Tennessee

By: _____

Its: _____

Date: _____

PURCHASER

By:  _____

Community Housing Partnership of
Williamson County, Tennessee

Its: Board Chair _____

Title

Date: 2/9/21 _____

Approved as to form by:

William E. Squires, Assistant City Attorney

City of Franklin Properties Exhibit A



RESOLUTION 2020-30

A RESOLUTION DECLARING THE CITY-OWNED REAL PROPERTY LOCATED AT THE CORNER OF 427 GRANBURY STREET AND 409 NATCHEZ STREET TO BE SURPLUS REAL PROPERTY, ABANDONING SUCH PROPERTY, DECLARING A PUBLIC PURPOSE FOR THE PROPERTY, AND ESTABLISHING A PUBLIC PROCESS BY WHICH TO SELECT THE NEW OWNER

WHEREAS, Municipal Code Title 5, Chapter 8, § 5-802, as amended, allows the Board of Mayor and Aldermen (BOMA) to sell, lease, or abandon real property owned by the City as surplus property, or interests or rights therein, when such property is determined to be of no further feasible use to the City; and

WHEREAS, Municipal Code Title 5, Chapter 8, § 5-802 provides that when the value of the property is over \$75,000, the property shall be sold by sealed bid; and

WHEREAS, Municipal Code Title 5, Chapter 8, § 5-802 further provides that, as an alternative to a sealed bid process, the BOMA may determine that surplus real property is well-suited to be of public benefit and that a public purpose for the property may be declared for the property and/or any future owners; and

WHEREAS, § 5-802 provides that in so doing, the BOMA shall, by resolution, state the public purpose for the property and establish a public process by which a new owner will be selected to implement that public purpose; and

WHEREAS, the BOMA encourages and supports the production and maintenance of affordable, workforce, and moderately-priced housing throughout all geographic and economic segments of the community; and

WHEREAS, the BOMA, by approving this resolution, is determining that the City-owned property located at the corner of 427 Granbury Street and 409 Natchez Street, as more particularly shown on Exhibit A and considered as a future combined lot, is declared surplus property because it is no longer necessary, suitable, and desirable as public property, and is of no further feasible use to the City; and

WHEREAS, City staff obtained an appraisal which determined the value of the property as combined lots to be \$110,000, which is in excess of \$75,000; and

WHEREAS, the BOMA determines that a sealed bid process shall not be used to dispose of such property; instead, the BOMA declares that the property is well-suited to be of public benefit to serve the public purpose of creating affordable housing; and

WHEREAS, the BOMA declares that this property will be abandoned, made available for new home construction, and that the home will be sold at a price that meets the Nashville Metropolitan Statistical Area standard for affordability that is recognized by the United States Census Bureau.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen that the following real property is declared surplus:

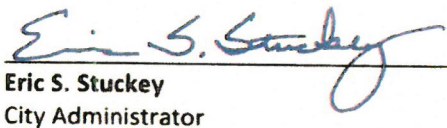
The Corner Lot of 427 Granbury Street, Map 078G, Parcel 02000 and 409 Natchez Street, Map 078G, Parcel 02001 of the City of Franklin, Tennessee

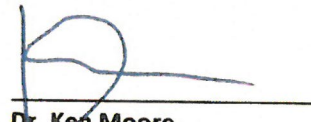
BE IT FURTHER RESOLVED that, pursuant to Municipal Code Title 5, Chapter 8, § 5-802(1), such property is hereby abandoned by the City of Franklin, to be disposed of pursuant to and in compliance with the terms of this Resolution and § 5-802; and

BE IT FURTHER RESOLVED that, pursuant to Municipal Code Title 5, Chapter 8, § 5-802(3), the BOMA establishes the following public process by which a new owner or owners will be selected to successfully implement the declared public purpose of the property:

1. The City Administrator, or appropriate designee, shall publicly solicit Letters of Interest from interested parties who indicate they are willing and able to build a new home on the property within three (3) years and in adherence with the purposes, terms, and limitations established by this Resolution.
2. The solicitation of Letters of Interest shall provide at least fourteen (14) days notice to provide a response to the City.
3. The solicitation of Letters of Interest shall be public and shall be accomplished (a) by publication in a newspaper of general circulation twice, and (b) by City staff directly contacting known or potential interested parties of which the City is aware.
4. Once the Letters of Interest have been received, they shall be presented to the BOMA with a staff recommendation as to the choice of candidate, for the purpose of the BOMA selecting the project and new owner of the property.
5. Following the BOMA's selection, a quitclaim deed transferring the property as described above shall be presented to the BOMA for consideration, with deed restrictions and terms acceptable to the City Attorney, and requiring construction of a new affordable home on the property within three years.

IT IS SO RESOLVED AND DONE on this 26th day of May, 2020.


Eric S. Stuckey
City Administrator


Dr. Ken Moore
Mayor

Approved as to form by:


William E. Squires
Assistant City Attorney

City of Franklin Properties Exhibit A



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



File #: 20-01639

DATE: February 4, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Jason Potts, Asst. IT Director of Infrastructure and Administration

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2020-0122, The Interlocal Fiber Sharing Agreement Between The City Of Franklin And Williamson County, Tennessee.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Interlocal Agreement Between The City of Franklin and Williamson County, Tennessee. The City and County have agreed to amend the agreement to provide the County access to the City's Fiber Network at the County's cost.

BACKGROUND/STAFF COMMENTS:

This is an addendum to the Interlocal Agreement between The City of Franklin and Williamson County. This addendum adds additional sites to add fiber access which has been identified by Williamson County. This addendum adds the following County facilities: Ag Center, Williamson Medical Center, Animal Control, New Archives Building, Williamson County Parks Maintenance and the Williamson County School Bus Garage. The fiber access will give Williamson County connectivity to their Network Center.

FINANCIAL IMPACT:

The County pays an annual connection fee of \$500 To the City for each property served. The County will pay for all costs incurred to connect their facility to the City's fiber line.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2020-0122.

**AMENDMENT 1 TO THE
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF FRANKLIN, TENNESSEE AND
WILLIAMSON COUNTY, TENNESSEE
COF Contract No. 2020-0122**

THIS AMENDMENT 1 TO THE INTERLOCAL AGREEMENT ("Agreement") is made and entered into pursuant to Tennessee law by and between the City of Franklin, Tennessee (hereinafter, "City"), and Williamson County, Tennessee, (hereinafter, "County") to provide the County access to the City's fiber network ("Fiber Network").

WHEREAS, the City and County are currently parties to an Interlocal Agreement to provide certain County facilities access to connect to the City's Fiber Network; and

WHEREAS, the Agreement contemplated additional County facilities being added at a later date; and

WHEREAS, the County has now asked the City to connect six additional facilities to the Fiber Network to provide increased internet services; and

WHEREAS, the City and County have agreed to enter into this Amendment to provide the County access to the City's Fiber Network at the County's cost.

I. Section II of the Agreement is amended to add the following County facilities:

- f. Ag Center
- g. Williamson Medical Center
- h. Animal Control
- i. New Archives Building
- j. Williamson County Parks Maintenance
- k. WCS School Bus Garage

II. All other terms set forth in the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment 1 to the Interlocal Agreement on the _____ day of _____, 2021.

WILLIAMSON COUNTY	CITY OF FRANKLIN
By: _____ Mayor Rogers Anderson	By: _____ Mayor Ken Moore
Attest for Funding: By: _____ Nena Graham, Budget Director	Attest: By: _____ Eric S. Stuckey, City Administrator
APPROVED AS TO LEGALITY AND FORM: _____ Williamson County, Tennessee County Attorney	APPROVED AS TO LEGALITY AND FORM: _____ City of Franklin City Attorney



File #: 20-01624

DATE: February 2, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Presentation On An Update To The Impact Fees Collected By The Water Management Department For Connection To The City's Water And Sewer System.
WS 1/26/21

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a presentation on the update of water and sewer impact fees.

BACKGROUND/STAFF COMMENTS:

Impact fees are a fee paid by any entity making a connection to the public water and sewer system, which is made for the purpose of enabling the City to repair and replace it's facilities as necessary or to provide for additions, replacements, improvements, and expansions to the systems, such improvements being required periodically because of growth.

These fees, for both water and sewer, are currently calculated based upon water meter size for the entity. Using the water meter size to calculate impacts to the system is not the most equitable way of determining the additional flow and loading that can be seen by the water distribution and treatment facility and the sewer collection and water reclamation facility. During the January 26, 2021 meeting, methodology was presented to move from calculating those fees by meter size to calculating those fees based off a Single Family Unit Equivalent (SFUE).

This presentation will propose the new impact fees for both water and sewer using the equity buy-in and incremental cost method for both the water distribution and wastewater collection systems, and both treatment facilities. The impact fees will be calculated as a multiplier of the SFUE, allowing for a equitable approach to assuming loading with the system.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the methodology and costs for the revised impact fees for both water and sewer.