



Meeting Agenda

Capital Investment Committee

Thursday, July 22, 2021

3:30 PM

Board Room

CALL TO ORDER

APPROVAL OF MINUTES

1. Consideration Of Approval Of Minutes Of The May 27, 2021 Capital Investment Committee Meeting

NEW BUSINESS

2. Consideration Of Amendment 1 To COF Contract No. 2020-0140, With Revere Control Systems, System Coverage For SCADA Improvements.

Sponsors: Michelle Hatcher

3. Consideration Of Resolution 2021-107, A Resolution Authorizing The City Of Franklin To Provide Sanitary Sewer Services To Breckenridge South Lot 4 (Map 079L Parcel 00400) At 4022 Clovercroft Road.

Sponsors: Michelle Hatcher, Scott Andrews

4. Consideration Of Resolution 2021-109, A Resolution Authorizing The City Of Franklin To Provide Sanitary Sewer Services To Breckenridge South Lot 3 (Map 079L Parcel 00300) At 4024 Clovercroft Road.

Sponsors: Michelle Hatcher, Scott Andrews

5. Consideration Of Resolution 2021-127, A Resolution Authorizing The City Of Franklin To Provide Sanitary Sewer Services To 1256 Lewisburg Pike (Map 106 Parcel 00903) Contingent Upon All Conditions Presented Herein.

Sponsors: Michelle Hatcher, Scott Andrews

6. Consideration To Grant Sewer Availability For An Unaddressed Property (Map 105, Parcel 02802) West of Lewisburg Pike South Of The Proposed Tuck Away Subdivision.

Sponsors: Michelle Hatcher, Scott Andrews

7. Consideration To Grant Sewer Availability For 455 Franklin Road (Map 053, Parcel 02400).

Sponsors: Michelle Hatcher, Scott Andrews

8. Consideration To Deny Sewer Availability For 4271 Columbia Pike (Map 118, Parcel 00500), 1546 West Harpeth Road (Map 118, Parcel 00700), And An Unaddressed Property Adjacent To The Aforementioned Properties (Map 118, Parcel 00702).

Sponsors: Michelle Hatcher, Scott Andrews

9. Consideration Of Draft Ordinance 2021-31, An Ordinance To Restrict Parking On Garden Club Court From Oxford Glen Drive To Conservatory Drive.

Sponsors: Paul Holzen, Jonathan Marston, Adam Moser

10. Capital Projects Dashboard And Status Updates For July 2021.

Sponsors: Paul Holzen, Jonathan Marston

OTHER BUSINESS

ADJOURN

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



File #: 21-02111

DATE: June 16, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2020-0140, With Revere Control Systems, System Coverage For SCADA Improvements.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an amendment to the professional services agreement (COF Contract No. 2020-0140) with Revere Control Systems, Incorporated, for the Telemetry System Maintenance Contract.

BACKGROUND/STAFF COMMENTS:

In 2018, the City finished the upgrades to the Supervisory Control and Data Acquisition (SCADA) system for the collection and distribution system through the City's service area. Revere Control Systems, Incorporated, performed this work and integrated this system into the City's network.

The SCADA system requires ongoing maintenance to continue functionality, in addition to the ongoing growth seen within the City. This contract will also provide support to enhance the knowledge and ability of the City's operators related to the SCADA system. This contract will also allow for support in emergency situations, minimizing unnecessary delays because of travel distance.

FINANCIAL IMPACT:

The total cost of this amendment is \$55,000, of which \$40,000 is budgeted for in wastewater collections operations (431-82560-52212) and \$15,000 is budgeted for in water distribution operations (421-82560-52102).

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2020-0140 with Revere Control Systems be recommended for approval by the Board of Mayor and Aldermen.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR VT SCADA PROJECT
COF Contract No. 2020-0140**

THIS AMENDMENT is made and entered into on this the [REDACTED] day of [REDACTED], 2014, by and between the **City of Franklin, Tennessee** ("City") and REVERE CONTROL SYSTEMS, INC.

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled SCADA SUPPORT, dated the 9th day of June 2020; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not to exceed fee of THIRTY-ONE THOUSAND DOLLARS (\$31,000.00), as authorized by the City Engineer and as detailed in the fee Schedule; and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated July 14, 2021, in the amount of Fifty-five thousand dollars, (\$51,000.00); and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in their October 13, 2020, letter of proposal (**Exhibit A**) which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed Fifty-five thousand dollars, (\$55,000.00).

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

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

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

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

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

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

notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

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

All other provisions of the Agreement dated June 9, 2020, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

**REVERE CONTROL SYSTEMS,
INC.**

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney

ATTACHMENT A SCOPE OF WORK

Revere Control Systems, Inc. ("Contractor") will provide complete, comprehensive turnkey services including but not limited to configuration, maintenance, repair and replacements, diagnostics, administration, programming, upgrades, documentation and training for all included systems and software to City of Franklin Department of Public Works ("Owner") as defined herein.

Time, system reliability, and functionality are of the essence. The purpose of this contract is to ensure continuous and reliable operation of the system and all components and to meet all regulatory requirements.

1. SYSTEM COVERAGE

- a. System coverage will include but will not be limited to the Water Distribution and Collection System SCADA Improvements furnished under COF Contract No. 2016-S6
- b. Facilities will be included as they are identified.
 - i. Master Station at the Public Works facility
 - ii. Site RTU and repeater Sites
- c. Technology components related to the Owner's facilities include, but are not limited to the following:
 - i. PLC Hardware Systems
 - ii. HMI and/or OIT Applications
 - iii. Routers and Switches
 - iv. Radio Telemetry Systems and Diagnostic Software
 - v. Trihedral SCADA Software and Application
 - vi. RTU Control Panel
- d. Note that the Owner has "SupportPlus" services for VTSCADA software with Trihedral. Contractors services shall not overlap or duplicate any Trihedral services.

2. SYSTEM ADMINISTRATION SERVICES

- a. The Contractor will provide complete, comprehensive, turnkey service; including (but not limited to) configuration, maintenance, repair and replacements, diagnostics, administration, programming, upgrades, documentation, and training for all included systems and software.
- b. The Contractor will provide support services via remote Internet connection to troubleshoot and/or resolve issues if possible. The Owner will provide and maintain an Internet connection for this purpose.
- c. The Contractor will provide software support and programming that may be required. This will include (but will not be limited to) software installation and support, database creation and configuration, programming of any required data entry screens, any required reports, and any other required work.
- d. Documentation of the service visit will be provided to the Owner in the format of a Revere Service Report. The Service Report will accompany the pay application and/or invoice to reflect the services provided.
- e. The Contractor will maintain comprehensive documentation of all work done during each scheduled monthly visit. This will include (but will not be limited to) problem logs, system error logs, system performance logs, and change management logs. The format of this documentation will be determined in conjunction with the Owner's Representative. The Contractor will develop, in conjunction with Utilities personnel, and provide any reports the Owner deems necessary to adequately monitor the status of the systems and the work performed.

- f. The Contractor will be required to coordinate and provide any training necessary for Owner personnel to understand and operate any aspect of all included systems and software.

3. SYSTEMS AND SOFTWARE MAINTENANCE, UPDATES, AND MODIFICATION

- a. The Contractor shall work to ensure reliability, functionality, and timeliness. The Contractor shall ensure all systems are properly functioning before leaving the site. The Contractor will be responsible for making any required changes and/or modifications to (but not limited to) the following systems noted under item 1, above.
- b. The Contractor will provide any necessary assistance to provide for system additions such as (but not limited to) adding systems to SCADA.
- c. The Contractor will provide all necessary installation, configuration, diagnostics, troubleshooting, programming, modification, and any other necessary work whether online or offline, for all systems and software including PLC software.
- d. The Contractor will coordinate and document all warranty work for all included systems.
- e. The Contractor will provide any necessary licenses for all software furnished by the Contractor under this Contract. The Contractor shall maintain at a designated Owner location a complete inventory of all licenses.
- f. The Owner's Representative shall authorize the acquisition of all commodities, hardware and software additions, replacements, and upgrades.
- g. The Contractor will establish and maintain the capability for remote system support. This support will include VPN access to the system(s). This support will also include (but will not be limited to) telephone and email support by qualified Contractor personnel charges at the same rates as onsite service.

4. PREVENTIVE MAINTENANCE SUPPORT

- a. The contractor shall schedule 2 preventative maintenance visits by qualified service personnel.
 - i. Each preventive maintenance visit shall include the following:
 - 1. Visual inspection and cleaning of Revere panels
 - 2. Replace corrosion inhibitors.
 - 3. Check antenna, cabling and connectors. Coordinate needed repairs with the city.
 - 4. Verify correct operation.
 - 5. Verify current versions of application software backups.

5. EMERGENCY SUPPORT

- a. Timely and comprehensive emergency response to failures in the SCADA system is critical. Failure of the Contractor to respond shall be grounds for termination.
- b. The Contractor shall establish a communication response procedure to ensure a response and acknowledgement of an Emergency within two (2) hours of being contacted by the Owner. The Contractor shall actively be working to resolve/fix any Emergency (as declared by the Owner's Representative) within 24 hours of Declaration of Emergency. The Owner's Representative or

designated representative shall have sole authority to declare an Emergency. Upon Declaration of Emergency the Contractor shall provide the following:

- i. Telephone assistance services from the technical support hotline with qualified personnel shall be available to assist Owner personnel 24 hours a day, 7 days per week. The technical support hotline is manned by technical specialists that will make assessment of the telephone request and determine appropriate action.

Examples of appropriate actions are as follows:

1. Assist owner personnel to resolve problem.
 2. Dispatch Systems Technician or Engineer to perform on site repair.
 3. Procure parts as required.
 4. Initiate contact with the Systems Engineer to provide engineering level assistance.
- ii. Communication via e-mail shall be available.
 - iii. Professional emergency support shall be available on site within twenty-four (24) hours of notice.
 - iv. Control Systems Technician shall be on site within eight (8) hours of notice with necessary troubleshooting and calibration equipment to accomplish the emergency repairs or identify necessary actions and procurements required to resolve the emergency.
- c. As noted under item 1.D. above, the Owner has "SupportPlus" services with Trihedral. These services include 24/7 Emergency Support. Contractors Services shall not overlap or duplicate Trihedral emergency services.

6. PERSONNEL QUALIFICATION

- a. Contractor personnel shall possess the following minimum qualifications.

i. SYSTEM ENGINEER

1. The System Engineer shall be proficient in developing and implementing water and wastewater solutions with the HMI Software and its core modules. Ability to configure PLC drivers and set up the HMI Software for client-server applications.

ii. FIELD SERVICE TECHNICIAN

1. The Field Service Technician shall be proficient with process control equipment including control panel devices, radio equipment. The Technician shall be sufficiently skilled to provide support in the field to troubleshoot electrical panels and to help fix problems.

iii. PERSONNEL ASSIGNED

1. The Owner is sensitive to continuity of experiences and changes in Contractor personnel described above must be approved by the Owner's Representative prior to working on this contract. Failure to maintain personnel capable of performing the required duties shall be grounds for termination.

7. GENERAL

- a. The Owner shall pay only one contractual rate per individual per visit.
- b. The Contractor shall maintain and store any and all required reports, drawings, records, backups, and any other documentation required by this contract at a location designated by the Owner. The Contractor shall maintain working copies at the Contractor's location as required supplying remote support on the system.
- c. All Emergency Support work shall be coordinated with and authorized by the Owner's Representative or a designated representative. The Owner's Representative or designated representative will determine what constitutes "Emergency Support" and shall make that differentiation when contact is made with Contractor.
- d. All non-Emergency Support must be authorized in writing by the Owner's Representative prior to performance of the work to be eligible for reimbursement.

8. PROCUREMENT

- a. The Contractor shall provide all required parts, supplies, materials, software, licenses, hardware, third party service, and any other materials, as per written estimate, to accomplish all work. The cost of these items shall be paid on a cost plus 20% as outlined in Exhibit "B", Section 3. A copy of the Contractor's invoice(s) from his supplier for such parts, supplies, and materials shall be submitted with the Contractor's invoice for payment. Revere Control System proprietary parts will be provided at published prices with no markup. Parts, supplies, materials, and any other items shall comply with the manufacturer's specifications and standards.
- b. If requested by the Owner, the Contractor shall provide fixed price quotations for materials, engineering, plant services, or on-site services. This does not relieve the Contractor of the requirement to provide the required backup.
- c. All items procured and incorporated in the work or accepted as spare parts by the Owner will become the property of the Owner.

9. ADDITIONAL LABOR AND OTHER EXPENSES

- a. Any and all labor or other costs required in excess of those itemized herein will be at standard rates and must be pre-approved by the Owner in writing.

10. OTHER VENDORS

- a. The Contractor intends to provide the services requested by the Owner. However, the Contractor reserves the right to utilize other vendors in such cases that specific technical expertise, state licensing, or response time is required. Subcontractors and vendors must be pre-approved by the Owner. Markup shall not exceed 10%.

11. BILLING RATES & PRICING

- a. The following hourly rates will be charged for services provided including onsite support as well as telephone/remote support.

Labor Category	Regular Working Hours	After-Hours, Weekends, and Holidays
Project Manager	\$ 160.00 / Hour	N/A
Project Engineer/Specialist	\$ 130.00 / Hour	N/A
Senior Project Engineer/Specialist	\$ 145.00 / Hour	N/A
Field Service Technician	\$ 120.00 / Hour	\$ 155.00 / Hour
CAD Designer/Operator	\$ 75.00 / Hour	N/A

- b. There will be a 10% markup, including freight, on all materials & equipment.
- c. Per Hour cost starts when contractor initiates travel to customer location.
- d. Travel expenses and meals shall be paid at cost. The GSA Standard rate for mileage will apply. Hotel and meal costs shall not exceed GSA standard rates. All travel expenses shall be paid pursuant to the City of Franklin Travel Policy.
- e. Materials / Equipment purchases shall be proposed to the Owner for review prior to purchase. The Owner reserves the right to procure and provide the materials to the contractor when it is cost effective for the Owner and does not interfere with work progress.
- f. The Owner will be charged monthly for labor utilized and for business expenses related to the labor. Labor and expenses to be included in the billable hourly services include, but are not limited to:
- i. Revere Personnel including Systems Engineer(s), Field Service Technicians, etc.
 - ii. Scheduled on-site service trips.
 - iii. Remote support services.
 - iv. Emergency on-site service trips.
 - v. Owner will be billed for on-site time and expenses.
 - vi. Equipment, software, repairs, subcontractors
 - vii. Work will only be performed and invoiced as authorized by the Owner's designated representatives against the contract budget.

12. BUDGET AND SCHEDULE

- a. This contract is for a one-year period beginning at the signing date or until funds are depleted, whichever occurs first.
- b. Preventative maintenance events shall be performed for a lump sum fee of \$6,000 per event plus cost for any replacement materials or parts, and an allowance of \$43,000 is established for all other services, which will be invoiced on a time and material basis.

- c. The total budget for this contract will be \$55,000 of which \$40,000 is budgeted for wastewater collections and \$15,000 is budgeted for water distribution.



File #: 21-02123

DATE: June 23, 2021
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration Of Resolution 2021-107, A Resolution Authorizing The City Of Franklin To Provide Sanitary Sewer Services To Breckenridge South Lot 4 (Map 079L Parcel 00400) At 4022 Clovercroft Road.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2021-107, A Resolution To Supply Sanitary Sewer Services to 4022 Clovercroft Road.

BACKGROUND/STAFF COMMENTS:

Date of Request: 1/4/2021.
SFUE's Requested: 1.
Domestic Water Meter Size(s): ¾".

This property is located outside of the City limits. A single-family residence is located on this property and is currently on septic. The property owner has requested approval to tie on to City sewer. This availability was presented at the Worksession March 25, 2021 and was approved at BOMA April 13, 2021. Consistent with Board policy, a sanitary sewer service availability will be contingent upon the property owner entering into an Availability Agreement and an Annexation Agreement that states the property owner will annex into the City of Franklin in the future at the request of the City. The following conditions will be presented:

- Property owner will be required to sign an annexation agreement and a sewer availability agreement with the City of Franklin. When the interceptor is eventually connected, the availability agreement will reference that the property owner must connect to the main within a specified amount of time.
- Property owner will be required to have the annexation agreement and availability agreement recorded with the Williamson County Register of Deeds.
- Property owner will be required to secure all necessary easements for connection and have them recorded with the Williamson County Register of Deeds.

This Resolution will allow the City Administrator to enter into those Agreements.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that Resolution 2021-107 to provide sanitary sewer services to 4022 Clovercroft Road be recommended for approval by the Board of Mayor and Aldermen. .

RESOLUTION NO. 2021-107

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO PROVIDE SANITARY SEWER SERVICES TO BRECKENRIDGE SOUTH LOT 4 (MAP 079L PARCEL 00400) CONTINGENT UPON ALL CONDITIONS PRESENTED HEREIN.

WHEREAS, Amilcar Trujillo and Catherine Trujillo ("Property Owners") currently own the property known as Breckenridge South Lot 4 (Map 079L Parcel 00400) ("Property"); and

WHEREAS, on January 4, 2021, the Property Owners submitted a Request for Sewer Availability for 1 SFUE (1 SFUE = 350 gallons per day); and

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

WHEREAS, the Property Owners and all future owners of the Property will be required to participate in any future special assessment district located in the Breckenridge South subdivision that requires sewer to be extended through or adjacent to the property; and

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

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

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney



File #: 21-02122

DATE: June 23, 2021
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration Of Resolution 2021-109, A Resolution Authorizing The City Of Franklin To Provide Sanitary Sewer Services To Breckenridge South Lot 3 (Map 079L Parcel 00300) At 4024 Clovercroft Road.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2021-109, A Resolution To Supply Sanitary Sewer Services to 4024 Clovercroft Road.

BACKGROUND/STAFF COMMENTS:

Date of Request: 12/30/2021.
SFUE's Requested: 1.
Domestic Water Meter Size(s): ¾".

This property is located outside of the City limits. A single-family residence is located on this property and is currently on septic. The property owner has requested approval to tie on to City sewer. This availability was presented at the Worksession March 25, 2021 and was approved at BOMA April 13, 2021. Consistent with Board policy, a sanitary sewer service availability will be contingent upon the property owner entering into an Availability Agreement and an Annexation Agreement that states the property owner will annex into the City of Franklin in the future at the request of the City. The following conditions will be presented:

- Property owner will be required to sign an annexation agreement and a sewer availability agreement with the City of Franklin. When the interceptor is eventually connected, the availability agreement will reference that the property owner must connect to the main within a specified amount of time.
- Property owner will be required to have the annexation agreement and availability agreement recorded with the Williamson County Register of Deeds.
- Property owner will be required to secure all necessary easements for connection and have them recorded with the Williamson County Register of Deeds.

This Resolution will allow the City Administrator to enter into those Agreements.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that Resolution 2021-109 to provide sanitary sewer services to 4024 Clovercroft Road be recommended for approval by the Board of Mayor and Aldermen.

RESOLUTION NO. 2021-109

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO PROVIDE SANITARY SEWER SERVICES TO BRECKENRIDGE SOUTH LOT 3 (MAP 079L PARCEL 00300) CONTINGENT UPON ALL CONDITIONS PRESENTED HEREIN.

WHEREAS, Bryan Russiano ("Property Owner") currently owns the property known as Breckenridge South Lot 3 (Map 079L Parcel 00300) ("Property"); and

WHEREAS, on December 31, 2020, the Property Owner submitted a Request for Sewer Availability for 1 SFUE (1 SFUE = 350 gallons per day); and

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

WHEREAS, the Property Owner and all future owners of the Property will be required to participate in any future special assessment district located in the Breckenridge South subdivision that requires sewer to be extended through or adjacent to the property; and

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

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

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form

By: _____
Sauna R. Billingsley, City Attorney



File #: 21-02217

DATE: June 28, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration Of Resolution 2021-127, A Resolution Authorizing The City Of Franklin To Provide Sanitary Sewer Services To 1256 Lewisburg Pike (Map 106 Parcel 00903) Contingent Upon All Conditions Presented Herein.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Resolution for 1256 Lewisburg Pike.

BACKGROUND/STAFF COMMENTS:

Date of Request: 3/04/2021
SFUE's Requested: 1.
Domestic Water Meter Size(s): ¾".

This property is located outside of, but adjacent to, the City limits. Part of the Henpeck interceptor is located on the property in question and a tap was made for the property when the infrastructure was installed. The Water Management Department issued an approved letter of sanitary sewer availability because the property owner conveyed that their septic system was failing.

This availability was presented at the Worksession on March 23, 2021 and was approved by BOMA at the March 23, 2021 meeting. Consistent with Board policy, a sanitary sewer service availability will be contingent upon the property owner entering into an Availability Agreement and an Annexation Agreement that states the property owner will annex into the City of Franklin in the future at the request of the City. The following conditions will be presented:

- Property owner will be required to sign an annexation agreement and a sewer availability agreement with the City of Franklin. When the interceptor is eventually connected, the availability agreement will reference that the property owner must connect to the main within a specified amount of time.
- Property owner will be required to have the annexation agreement and availability agreement recorded with the Williamson County Register of Deeds.
- Property owner will be required to secure all necessary easements for connection and have them recorded with the Williamson County Register of Deeds.

This Resolution will allow the City Administrator to enter into those Agreements.

A previous Resolution for 1256 Lewisburg Pike was presented in an earlier meeting, however, the property was sold before the Resolution passed through the Board and Water Management wanted to update with the new owners for historical tracking of the item.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that Resolution 2021-127 be recommended for approval by the Board of Mayor and Alderman.

RESOLUTION NO. 2021-127

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO PROVIDE SANITARY SEWER SERVICES TO 1256 LEWISBURG PIKE (MAP 106 PARCEL 00903) CONTINGENT UPON ALL CONDITIONS PRESENTED HEREIN.

WHEREAS, MICHAEL AND JENNIE DAVIDSON (hereinafter "Property Owners") currently own the property known as 1256 Lewisburg Pike (Map 106 Parcel 00903) (hereinafter "Property"); and

WHEREAS, on March 4, 2021 the previous Property Owner submitted a Request for Sewer Availability for 1 SFUE (1 SFUE = 350 gallons per day); and

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

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

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

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

By: _____

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to Form

By: _____

Sauna R. Billingsley, City Attorney



File #: 21-02097

DATE: July 12, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Grant Sewer Availability For An Unaddressed Property (Map 105, Parcel 02802) West of Lewisburg Pike South Of The Proposed Tuck Away Subdivision.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for approval of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 4/15/2021.
SFUE's Requested: 4.
Domestic Water Meter Size(s): Four ¾" meters.

This property is located outside of, but contiguous to the City limits. It is located between Legacy Middle School and the property where the Tuck Away PD Subdivision is proposed. The Tuck Away project will be extending sanitary sewer across this property from the existing Henpeck Interceptor. Four single family homes are planned for this property.

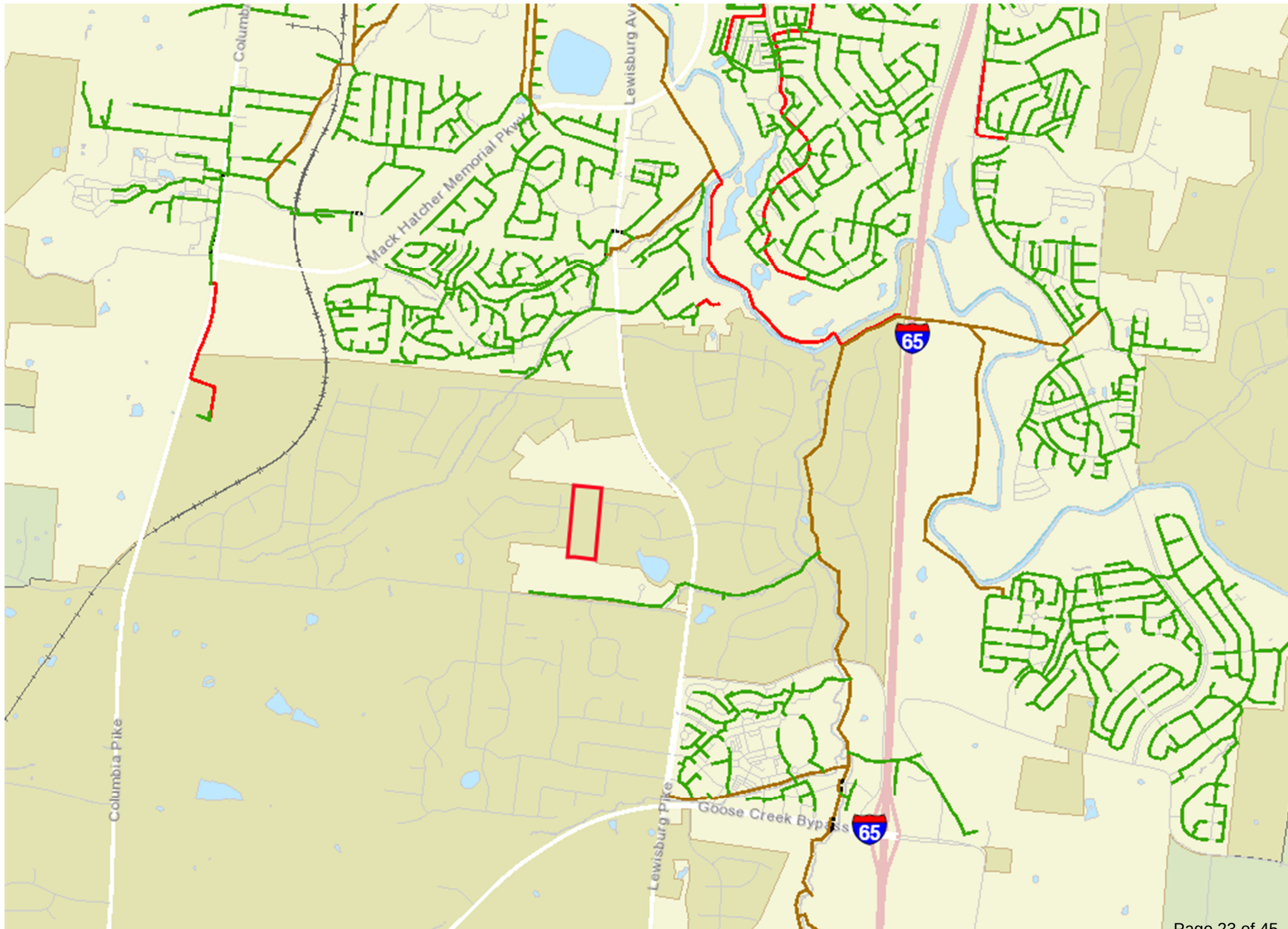
FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that this sewer availability be recommended for approval by the Board of Mayor and Aldermen contingent upon annexation into the City of Franklin.

LOCATOR MAP (Neighborhood view on next page)



Neighborhood View





Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Date Submitted: 4/15/2021



File #: 21-02117

DATE: July 14, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Grant Sewer Availability For 455 Franklin Road (Map 053, Parcel 02400).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for approval of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 5/21/2021.
SFUE's Requested: 1.
Domestic Water Meter Size(s): $\frac{3}{4}$ ".

This property is located outside of the City limits, on Franklin Road north of Mack Hatcher Parkway. This property is adjacent to 457 Franklin Road, which is inside the City limits. In addition, 457, 459, and 461 Franklin Road were part of a project to install a low-pressure sanitary sewer system to serve those properties. (See the attached utility plan.) The system was designed to serve multiple homes along Franklin Road, including this one, from 427 Franklin Road to 509 Franklin Road.

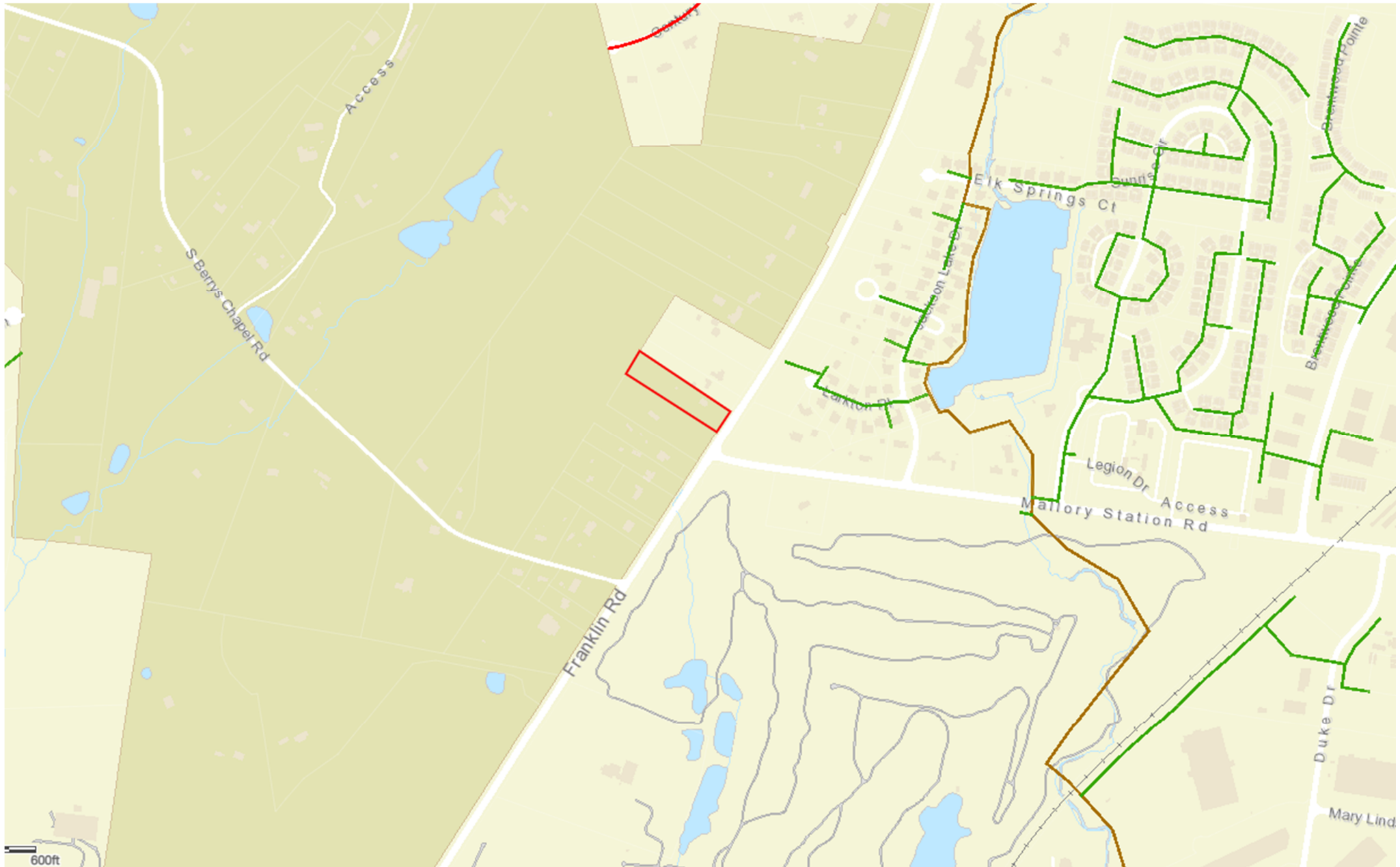
FINANCIAL IMPACT:

N/A

RECOMMENDATION:

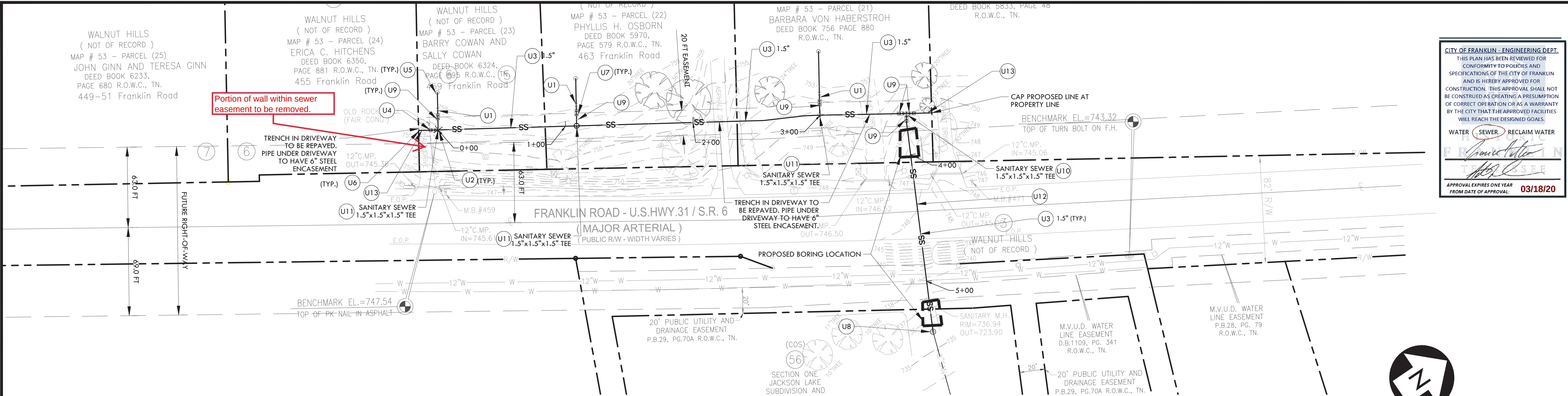
Staff recommends that sewer availability at 455 Franklin Road be recommended for approval by the Board of Mayor and Aldermen contingent upon annexation into the City of Franklin.

LOCATOR MAP (Neighborhood view on next page)



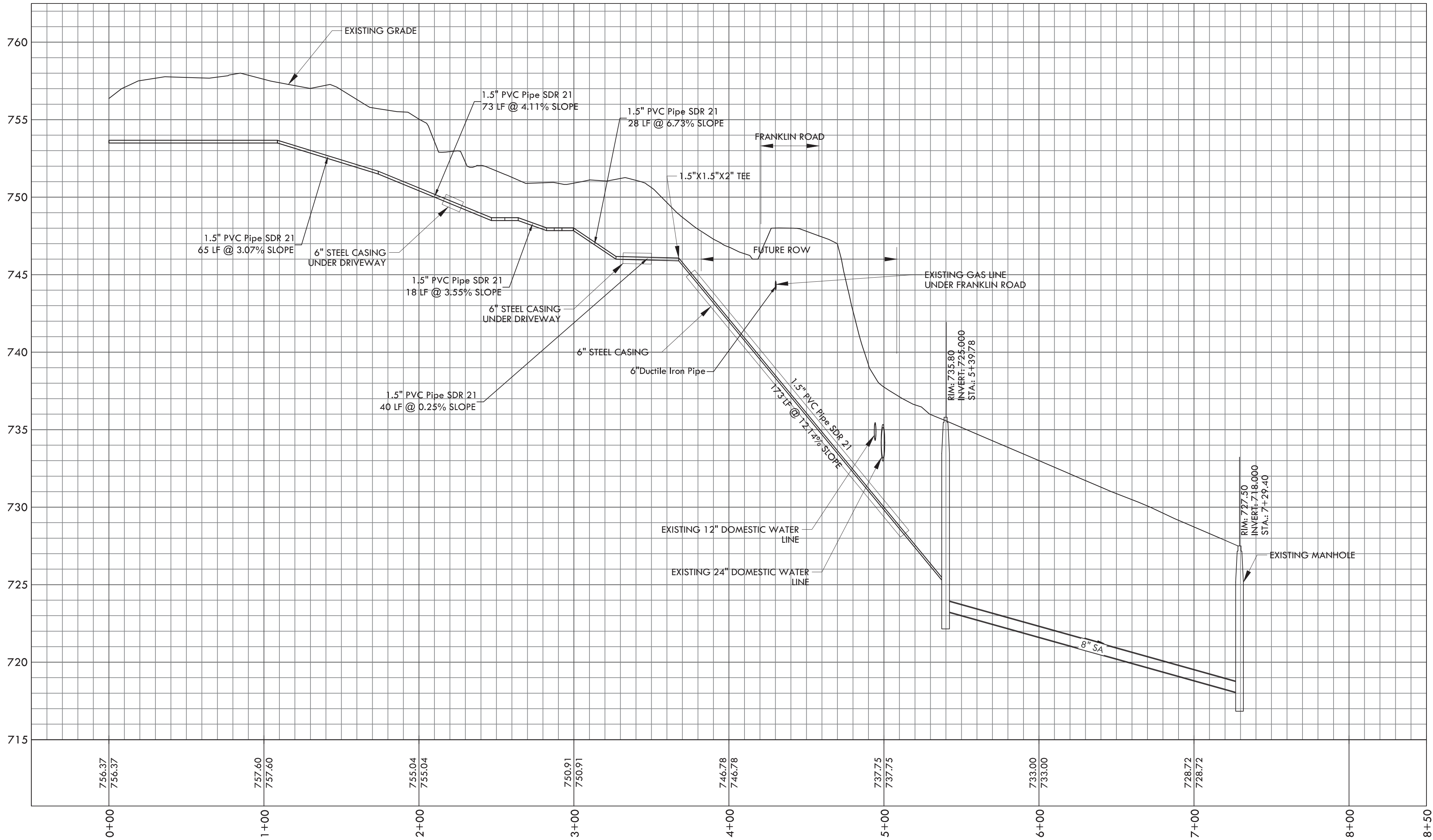
Neighborhood View





CITY OF FRANKLIN - ENGINEERING DEPT.
THIS PLAN HAS BEEN REVIEWED FOR
CONFORMITY TO POLICES AND
SPECIFICATIONS OF THE CITY OF FRANKLIN
AND IS HEREBY APPROVED FOR
CONSTRUCTION. THIS APPROVAL SHALL NOT
BE CONSTRUED AS CREATING A PRESUMPTION
OF CORRECT OPERATION OR AS A WARRANTY
BY THE CITY THAT THE APPROVED FACILITIES
WILL REACH THE DESIGNED GOALS.
WATER SEWER RECLAIM WATER
APPROVAL EXPIRES ONE YEAR
FROM DATE OF APPROVAL 03/18/20

PROPOSED SANITARY SEWER LINE



UTILITY PLAN KEYNOTES		
CODE	DESCRIPTION	DETAIL LOCATION
U1	CHECK VALVE	-
U2	TEE - SEE PLAN FOR SIZE	-
U3	SANITARY SEWER LINE - SEE PLAN FOR SIZE	-
U4	CLEANOUT	-
U5	GRINDER PUMP - SEWER SERVICES FROM HOMES TO BE ROUTED TO THIS POINT	C3.0 - 1
U6	END OF LINE FLUSHING ASSEMBLY	C3.0 - 2
U7	VALVE BOX	C3.0 - 4
U8	FIBER GLASS MANHOLE	-
U9	BALL VALVE	-
U10	LPS CONNECTION TO MAIN	C3.0 - 3
U11	SERVICE LINE CONNECTION	C3.0 - 5
U12	BORE AND JACK CASING - 6" CASING WITH 2" PIPE	C3.0 - 6
U13	AIR RELEASE VALVE	C3.0 - 7

- NOTE:
- FORCE MAIN SHALL BE SLEEVED IN AREAS WHERE FORCE MAIN CROSSES DRIVEWAYS.
 - CONTRACTOR MUST FIELD VERIFY THE ELEVATIONS OF THE WATER LINES WHERE THE PROPOSED SEWER LINE WILL CROSS. NO MORE THAN 10 LINEAR FEET OF WATER PIPE SHALL BE UNCOVERED. IF A BELL IS UNCOVERED NO MORE THAN 5 LINEAR FEET OF WATER PIPE SHALL BE UNCOVERED.
 - MVUD MUST BE PRESENT DURING ANY WORK TO OCCUR WITHIN THE EASEMENT.

CITY OF FRANKLIN
ENGINEERING DEPT.
03/18/20
This sheet is part of the
APPROVED Site Plan

CRUNK ENGINEERING LLC
1894 GENERAL GEORGE PATTON DR.
SUITE 600
FRANKLIN, TN 37067
(615) 873-1795
WWW.CRUNKENG.COM

ENGINEERING
CRUNK

ALAN WILSON
REGISTERED PROFESSIONAL ENGINEER
AGRICULTURE
4/17/18
STATE OF TENNESSEE

459, 463, 467 FRANKLIN
ROAD LPS
FRANKLIN, TN

REVISIONS
DATE
No.
04/17/18
15074

C3.0
PROPOSED
LAYOUT PLAN



Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:		CHECK ALL THAT APPLY: ☐ Water ☒ Sewer	
Project Name & Subdivision, Section, Lot #	N/A		
Map & Parcel(s) #	053 --- 02400		
Property Address:	455 FRANKLIN ROAD		
City Project # (If Applicable)	N/A		
# of Dwelling Units (If Residential)	1		
Applicant's Name & Company	ERICA HITCHENS		
Applicant's Address	455 FRANKLIN ROAD		
Applicant's Email & Phone #	ericachristie.ech@gmail		
Anticipated Water Meter Size(s) (see chart on pg. 3).	N/A		
Water District:	MVUD		
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4 615-689-3995 NOTE: Requesting Approval or Denial Sewage Flow: 350 GPD			
<i>use additional sheets as necessary</i>			
Anticipated sewage flows: Information Required for Sewer Service			
If County is requiring this request please indicate if you are requesting an approval or denial:	☐ DENY my Request ☐ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>		

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklintn.gov

For additional information or questions please call: 615-794-4554

Date Submitted: _____



File #: 21-02156

DATE: July 14, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Deny Sewer Availability For 4271 Columbia Pike (Map 118, Parcel 00500), 1546 West Harpeth Road (Map 118, Parcel 00700), And An Unaddressed Property Adjacent To The Aforementioned Properties (Map 118, Parcel 00702).

PURPOSE:

The purpose of this memo is to provide information to the Franklin Board of Mayor and Alderman (BOMA) concerning a recommendation for denial of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 6/10/2021.

This property is located outside of the City limits but within the Urban Growth Boundary, in the southwest corner of the UGB. The applicant plans to develop 68 single-family homes on the property and has requested denial of sewer service in order to develop in the County.

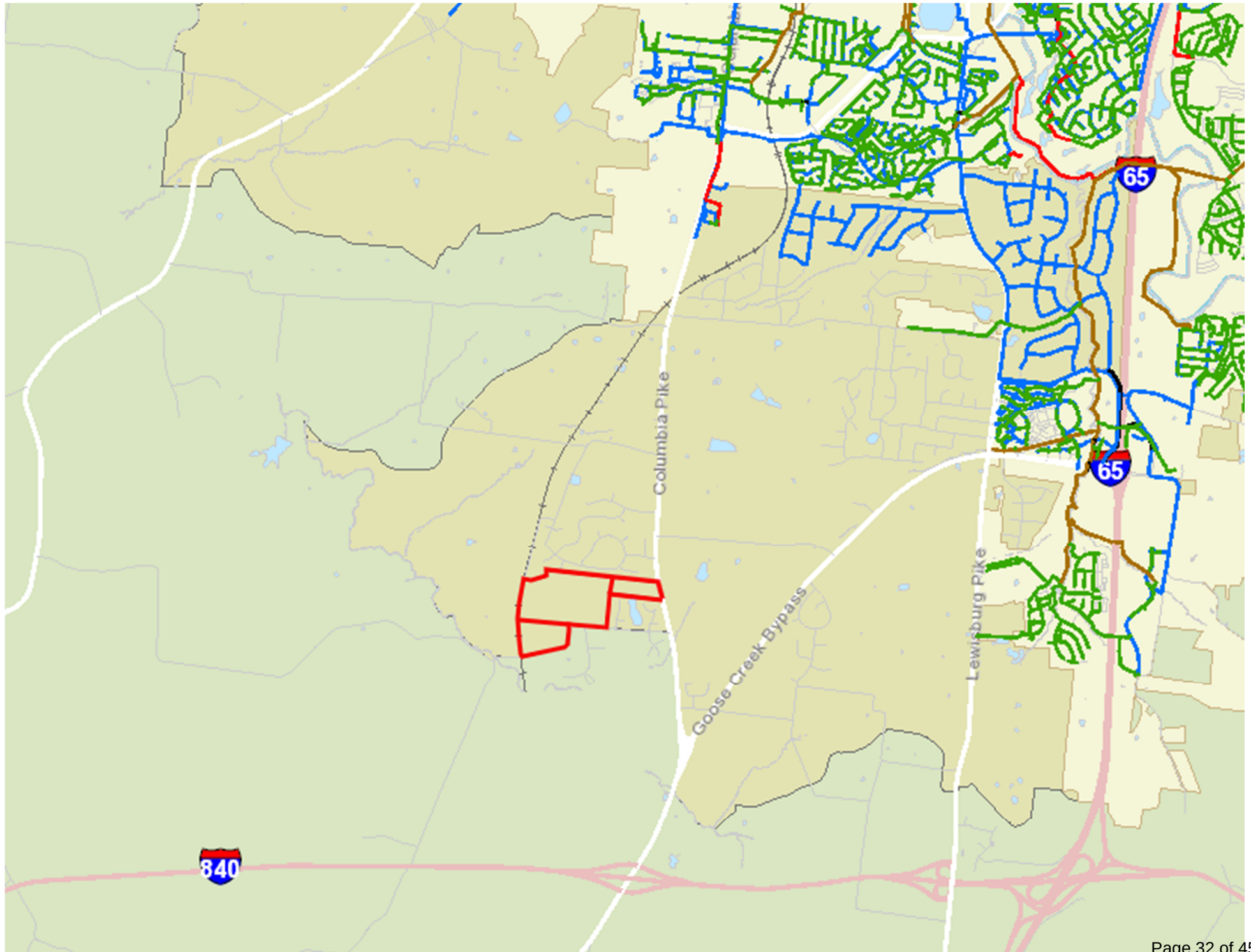
FINANCIAL IMPACT:

N/A

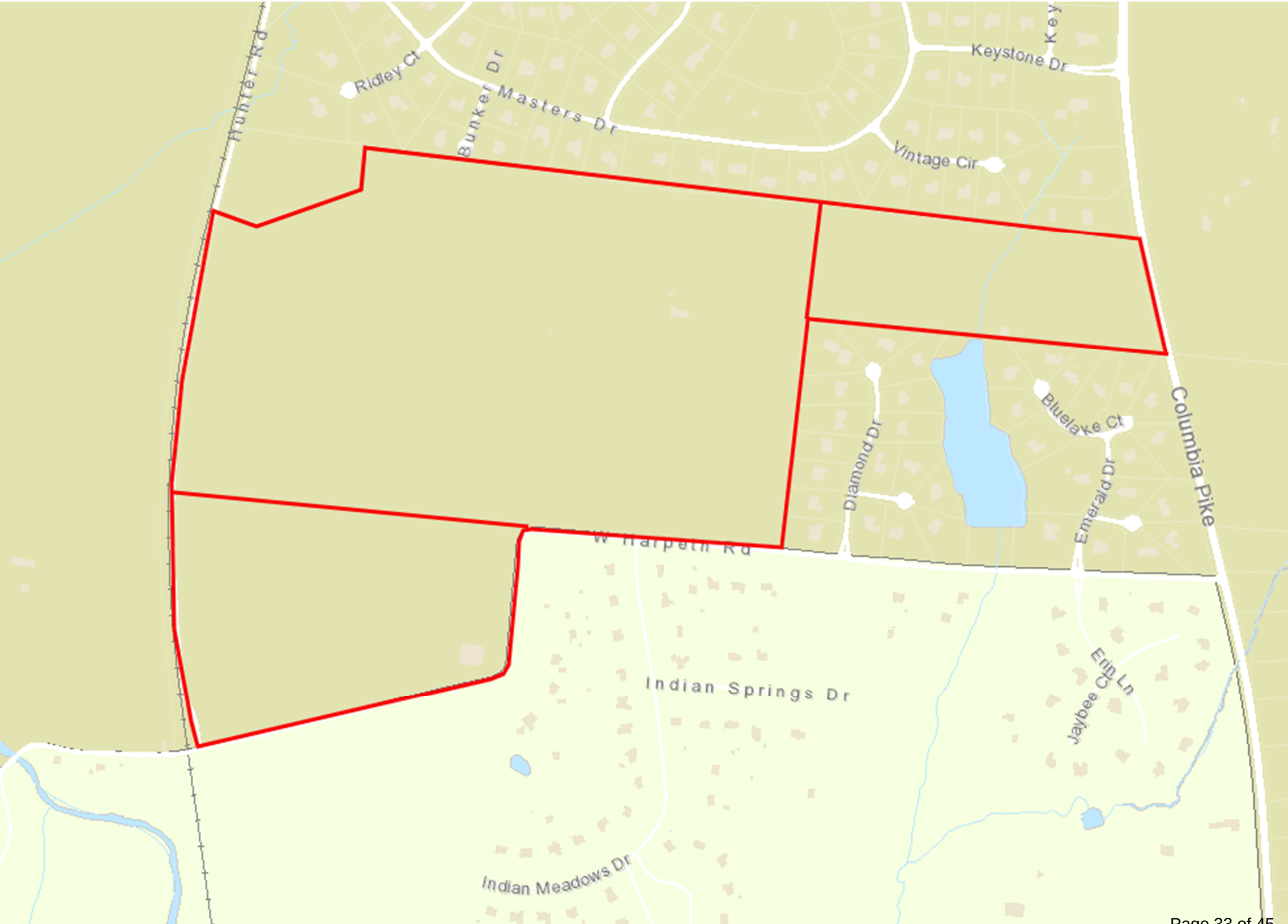
RECOMMENDATION:

Staff recommends that this availability request be denied. The properties are approximately 1.75 miles from the nearest City limits and approximately 2 miles from the nearest City sanitary sewer infrastructure.

LOCATOR MAP (Neighborhood view on next page)



Neighborhood View





Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklintn.gov

For additional information or questions please call: 615-794-4554

Date Submitted: 6-10-2021



File #: 21-02272

DATE: July 12, 2021
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

Consideration Of Draft Ordinance 2021-31, An Ordinance To Restrict Parking On Garden Club Court From Oxford Glen Drive To Conservatory Drive.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2021-31.

BACKGROUND/STAFF COMMENTS:

The Garden Club Homeowners Association requests that Garden Club Court from Oxford Glen Drive to Conservatory Drive be restricted for parking at all times of the day.

FINANCIAL IMPACT:

There is minimal financial impact as the no parking signs and posts are in stock by the City and can be fabricated and installed by the City's Streets Department.

RECOMMENDATION:

Staff recommends that Ordinance 2021-31, restricting parking anytime on Garden Club Court between Oxford Glen Drive and Conservatory Drive, be recommended for approval by the Board of Mayor and Aldermen.

ORDINANCE NO. 2021-31

TO BE ENTITLED “AN ORDINANCE TO ESTABLISH NO PARKING ANYTIME ZONES ON BOTH SIDES OF GARDEN CLUB COURT FROM OXFORD GLEN DRIVE TO CONSERVATORY DRIVE”

WHEREAS, traffic code 15-604 prohibits a person from parking a vehicle in violation of parking regulation signs placed or erected by the City of Franklin, and

WHEREAS, the Garden Club Estates Homeowners Association desires to improve the safety and security of travel on Garden Club Court, and

WHEREAS, the property frontage adjacent to the south side of the roadway right-of-way is owned by Garden Club Estates Homeowners Association, and

WHEREAS, the Garden Club Estates Homeowners Association request for NO PARKING ANYTIME in this zone is sufficiently represented by the Garden Club Estates Homeowners Association as property owner.

NOW THEREFORE:

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that NO PARKING ANYTIME zones be created on both sides of Garden Club Court for a distance of approximately six hundred and fifty feet easterly to Conservatory Drive.

SECTION II: Said NO PARKING ANYTIME zones are created in order to prohibit vehicles from parking in such a manner as to create traffic hazard or obstruct vehicle flow, and is more specifically described as follows:

1. The north ends of this zone on Garden Club Court shall be designated with signs “NO PARKING ANYTIME” with arrows pointing east/west.
2. The south ends of this zone on Garden Club Court shall be designated with signs “NO PARKING ANYTIME” with arrows pointing east/west.

SECTION III: BE IT FURTHER ORDAINED by the Board of Mayor and Aldermen

of the City of Franklin, Tennessee, that the Streets Department Director or his designee shall obtain and install all necessary signs to carry out the intention of this Ordinance.

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

Eric S. Stuckey
City Administrator

By: _____

Dr. Ken Moore
Mayor

Passed First Reading: _____

Passed Second Reading: _____

Garden Club Estates

Date: 6/7/21

I/we, Glen Pakis

are the owners of the home located at 102 Snapdragon Ct,
in Garden Club Estates.

Our home backs up to the road "Garden Club Court" by which we enter the subdivision. We hereby grant permission to the city of Franklin to post "No Parking" signs on our side of "Garden Club Court" so that the road will not be used for parking at any time.

Signed:

Glen Pakis

Witness:

Glenn Maul 6-7-21

Garden Club Estates

Date: 6.14.21

I/we, MATT + BETH ELLIS

are the owners of the home located at 104 SNAP DRAGON CT.
in Garden Club Estates.

Our home backs up to the road "Garden Club Court" by which we enter the subdivision. We hereby grant permission to the city of Franklin to post "No Parking" signs on our side of "Garden Club Court" so that the road will not be used for parking at any time.

Signed: B. Ellis
Witness: [Signature] 6-14-21
Glen Mall

Garden Club Estates

Date: 6/14/21

I/we, Amy Mays

are the owners of the home located at 106 Snapdragon Ct
in Garden Club Estates.

Our home backs up to the road "Garden Club Court" by which we enter the subdivision. We hereby grant permission to the city of Franklin to post "No Parking" signs on our side of "Garden Club Court" so that the road will not be used for parking at any time.

Signed: AM

Witness: Glen Manti 6-14-21

Garden Club Estates

Date: 6-7-21

I/we, BRENT SPERLICH

are the owners of the home located at 108 SNAPDRAGON COURT

in Garden Club Estates.

Our home backs up to the road "Garden Club Court" by which we enter the subdivision. We hereby grant permission to the city of Franklin to post "No Parking" signs on our side of "Garden Club Court" so that the road will not be used for parking at any time.

Signed:

Brent Sperlich
Witness: [Signature] 6-7-21
Glen Mant

Garden Club Estates

Date: 06/21/2021

I/we, ALEXANDER UDOLVIC

are the owners of the home located at 110 SNAPDRAGON CT.

in Garden Club Estates.

Our home backs up to the road "Garden Club Court" by which we enter the subdivision. We hereby grant permission to the city of Franklin to post "No Parking" signs on our side of "Garden Club Court" so that the road will not be used for parking at any time.

Signed:

John Udovic

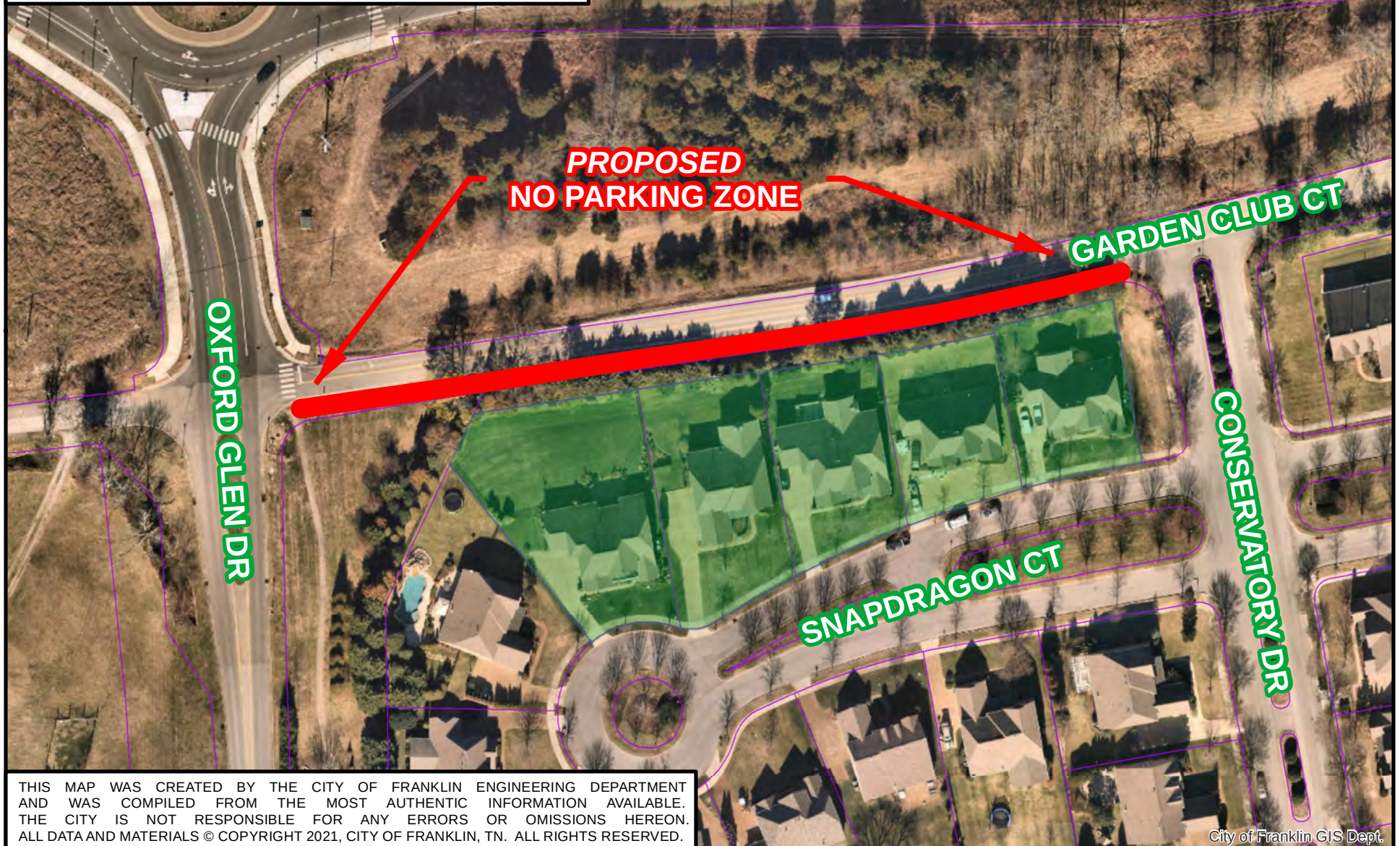
Witness: [Signature] 6-21-21
Glen M. M. M.



EXHIBIT A

ORDINANCE 2021-31
NO PARKING on Garden Club Court

1 inch = 100 feet
0 30 60 120 Feet





City of Franklin

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

File #: 21-02162

DATE: June 21, 2021
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For July 2021.

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

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

[COF Dashboard Link](#)

Manually locate the dashboard following the instructions below:

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

City of Franklin Capital Improvement Projects



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

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

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

Dollars Spent To Date
\$701,949

Project Budget
\$19,634,800

Design ROW Construction

Current Projects

30

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

