




HISTORIC
FRANKLIN
TENNESSEE

ITEM #15
WRKS 11/08/2011

MEMORANDUM

November 8, 2011

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator 
Vernon Gerth, Assistant City Administrator for Community and Economic Development
Catherine Powers, Planning and Sustainability Director

SUBJECT: Approval of Ordinance 2011-34 entitled: "AN ORDINANCE TO AMEND SECTION 1-1001 OF THE FRANKLIN MUNICIPAL CODE SO AS TO REDEFINE THE BOUNDARIES OF THE FIRST AND SECOND WARDS OF THE CITY OF FRANKLIN, TENNESSEE, TO ACCOUNT FOR POPULATION GROWTH WITHIN THOSE SECTIONS OF THE CITY, AND TO MORE NEARLY EQUALIZE POPULATION WITHIN EACH WARD."

Purpose

The purpose of this memorandum is to provide the Board of Mayor and Aldermen with information to consider ordinance 2011-34 which would effectively realign Wards 1 and 2 within the City of Franklin to more nearly equalize population within each ward throughout the City of Franklin based on the 2010 census.

Background

By charter, the City of Franklin provides citizen representation through a Board of Mayor and Aldermen. The Mayor and four At-Large Aldermen are elected by the full electorate on a four-year cycle. The Ward Aldermen each represent one of the City's four wards and also serve four-year terms. In compliance with the standards of equal voting rights; the City of Franklin must utilize the data found in the 2010 decennial census to ensure populations of the four wards within the city limits. The City existing ward boundaries were established by ordinance in 2001.

As of the 2010 census, Franklin's population has grown to 62,487, a 49.3% growth in the past 10 years. Based on the 2010 census count, the City's current ward districts have the following population distribution:

Ward 1: 18,933
Ward 2: 12,118
Ward 3: 15,815
Ward 4: 15,621

In order to provide a relative balance and "equal voice" to Franklin citizens, it is the City's practice to adjust the boundaries so the population among the wards is generally equal. While there are many options for adjusting the ward boundaries, the most straight-forward option would be to "balance" the population size between the adjacent Wards 1 and 2. After review of the population distribution, staff has identified an option to adjust the boundary of Ward 1 to the east moving the area bounded by Mack Hatcher Parkway, Cool Springs Boulevard, and Franklin Road from Ward 1 into Ward 2. Both Ward 1 and 2 are bounded by the City's northern border. The attached maps depict both the existing ward configuration and the proposed adjustment in ward boundaries. This realignment results in ward populations as follows:

Ward 1: 15,236
Ward 2: 15,815
Ward 3: 15,815
Ward 4: 15,621



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Financial Impact

Not applicable to this item.

Options

The Board may choose to accept or amend this proposed adjustment in the City's ward boundaries. Additional options and configurations can be developed at the Board's request.

Recommendation

Direction from the Board regarding the configuration of the City's Aldermanic wards is sought. The proposed re-districting (Ordinance 2011-34) is recommended based on the balance in population provided among the City's four wards.

ORDINANCE 2011-34

TO BE ENTITLED: "AN ORDINANCE TO AMEND SECTION 1-1001 OF THE FRANKLIN MUNICIPAL CODE SO AS TO REDEFINE THE BOUNDARIES OF THE FIRST AND SECOND WARDS OF THE CITY OF FRANKLIN, TENNESSEE, TO ACCOUNT FOR POPULATION GROWTH WITHIN THOSE SECTIONS OF THE CITY, AND TO MORE NEARLY EQUALIZE POPULATION WITHIN EACH WARD."

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that Section 1-1001 of the Franklin Municipal Code, shall be, and is hereby, amended so as to read in its entirety as follows:

Section 1-1001. City Divided into Four Wards. The City of Franklin, Tennessee, hereinafter referred to as the City, is divided into four wards, whose boundaries are as follow:

In the following descriptions of the ward boundaries, it shall be understood that the corporate limit references are those as defined in the Franklin Municipal Code appendix, Corporate Boundaries, and to ordinances of annexation and/or de-annexation as follow: 528, 533, 536, 544, 559, 567, 567, 569, 576-583, 585, 587, 605, 609, 613, 614, 618, 620, 622, 632, 633, 644, 650, 673, 674, 693, 694, 749, 750, 752, 811, 836, 873, 873A, 877, 887, 907, 922, 928, 948, 965, 980, 981, 982, 983, 988, 999, 1029, 1038, 1078, 1082, 1094, 1129, 1139, 1160, 1188, 1219, 95-62, 96-08, 96-19, 96-20, 96-36, 96-53, 98-09, 98-10, 98-11, 98-12, 98-13, 98-14, 98-17, 98-18, 98-23, 98-56, 98-57, 98-58, 99-20, 00-57, 01-13, 01-14, and 01-45 and as may be further adopted by the City of Franklin, Tennessee.

Ward One

Commencing at the northwest intersection of the right-of-way lines of Mack C. Hatcher Memorial Parkway (hereinafter referred to as Hatcher Parkway) and Cool Springs Boulevard, which is a point in the corporate limit line of the City, and which is also the point of beginning.

Thence following the corporate limit line of the City generally north, east, south and west to a point where the corporate limit line intersects the south right-of-way line of Murfreesboro Road; thence leaving the corporate limit line of the City west, along the south right-of-way line

of Murfreesboro Road, to the southwest intersection of Murfreesboro Road and Hatcher Parkway; thence along the west and south right-of-way line of Hatcher Parkway to the southwest intersection of Hatcher Parkway and Franklin Road; thence north, along the west right-of-way line of Mallory Lane, to the northwest intersection of Mallory Lane and Cool Springs Boulevard, and continuing along the west right-of-way line of Cool Springs Boulevard, to the northwest intersection of Hatcher Parkway and Cool Springs Boulevard, which is the point of the beginning.

Ward Two

Commencing at the northwest intersection of the right-of-way lines of Hatcher Parkway and Cool Springs Boulevard, which is a point in the corporate limit line of the City, and which is also the point of beginning.

Thence following the corporate limit line of the City generally west, north, south, and west to a point in the north right-of-way line of New Highway 96 West, which is 1,500 feet west of the west right-of-way line of Carlisle Lane; thence leaving the corporate limit line of the City east, along the north right-of-way line of New Highway 96 West, to the east right-of-way line of Fifth Avenue North; thence north, along the east right-of-way line of Fifth Avenue North, to the north right-of-way line of Fourth Avenue North; thence east 200 feet, along the north right-of-way line of Fourth Avenue North, to the centerline of Sharps Branch; thence north 100 feet, along the centerline of Sharps Branch, to the centerline of the Harpeth River; thence east and southeast, along the centerline of the Harpeth River, to the west right-of-way line of Franklin Road; thence northeast, along the west right-of-way line of Mallory Lane, to the northwest intersection of Mallory Lane and Cool Springs Boulevard, and continuing along the west right-of-way line of Mallory Lane, to the northwest intersection of Hatcher Parkway and Cool Springs Boulevard, which is also the point of beginning.

Ward Three

Commencing at the south right-of-way line of Old Carters Creek Pike, which is a point in the corporate limit line of the City, and which is also the point of beginning.

Thence following the corporate limit line of the City generally south, east, and north to a point where the corporate limit line intersects the south right-of-way line of Murfreesboro Road; thence leaving the corporate limit line of the City west, along the south right-of-way line of Murfreesboro Road, to the southwest intersection of Murfreesboro Road and Hatcher Parkway; thence south, along the west right-of-way

line of Hatcher Parkway, to the centerline of the Harpeth River; thence west, along the centerline of the Harpeth River, 5,000 feet; thence south 75 feet to the north right-of-way line of Lewisburg Avenue; thence west, along the north right-of-way line of Lewisburg Avenue, to the south right-of-way line of Stewart Street, if extended; thence west, along the south right-of-way line of Stewart Street, if extended, and west along the south right-of-way line of Stewart and Cleburne Streets, to the west right-of-way line of Columbia Avenue; thence north, along the west right-of-way line of Columbia Avenue, to the south right-of-way line of Ninth Avenue South; thence west, along the south right-of-way line of Ninth Avenue South, to the south right-of-way line of West Main Street; thence southwest, along the south right-of-way line of West Main Street, to the south right-of-way line of Old Carters Creek Pike; thence southwest, along the south right-of-way line of Old Carters Creek Pike, to the corporate limit line of the City, which is also the point of beginning.

Ward Four

Commencing at the south right-of-way line of Old Carters Creek Pike, which is a point in the corporate limit line of the City; thence north, along the corporate limit line of the City, to the north right-of-way line of Old Carters Creek Pike, which is also the point of beginning.

Thence following the corporate limit line of the City generally west and north to the south right-of-way line of New Highway 96 West, which is also a point in the corporate limit line of the City; thence east 6,150 feet, along the south right-of-way line of New Highway 96 West, which is also the corporate limit line of the City; thence leaving the south right-of-way line of New Highway 96 West, but continuing with the corporate limit line of the City, 2,200 feet to the north right-of-way line of New Highway 96 West; thence east, along the north right-of-way line of New Highway 96 West, to the east right-of-way line of Fifth Avenue North; thence north, along the east right-of-way line of Fifth Avenue North, to the north right-of-way line of Fourth Avenue North; thence east 200 feet, along the north right-of-way line of Fourth Avenue North, to the centerline of Sharps Branch; thence north 100 feet, along the centerline of Sharps Branch, to the centerline of the Harpeth River; thence east and southeast, along the centerline of the Harpeth River, to the west right-of-way line of Franklin Road; thence northeast, along the west right-of-way line of Franklin Road, to the southwest intersection of Franklin Road and Hatcher Parkway; thence east and southeast, along the south and west right-of-way line of Hatcher Parkway, to the centerline of the Harpeth River; thence west, along the centerline of the Harpeth River, 5,000 feet; thence south 75 feet to the north right-of-way line of Lewisburg Avenue; thence west,

along the north right-of-way line of Lewisburg Avenue, to the south right-of-way line of Stewart Street, if extended; thence west, along the south right-of-way line of Stewart Street, if extended, and west along the south right-of-way line of Stewart and Cleburne Streets, to the west right-of-way line of Columbia Avenue; thence north, along the west right-of-way line of Columbia Avenue, to the south right-of-way line of Ninth Avenue South; thence west, along the south right-of-way line of Ninth Avenue South, to the south right-of way line of West Main Street; thence southwest, along the south right-of-way line of West Main Street, to the south right-of-way line of Old Carters Creek Pike; thence southwest, along the south right-of-way line of Old Carters Creek Pike, to the corporate limit line of the City, which is also the point of beginning.

SECTION II: BE IT FURTHER ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the **Ward Alderman Map** provided herewith shall be affixed as **Attachment A** of this Ordinance.

SECTION III: 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 third and final reading, the health, safety and welfare of the citizens requiring it.

ATTEST:
BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR

CITY OF FRANKLIN, TENNESSEE
BY: _____
DR. KEN MOORE
MAYOR

PASSED FIRST READING:

PASSED SECOND READING:

PUBLIC HEARING HELD:

PASSED THIRD AND FINAL READING:

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE COOL SPRINGS BLVD/CAROTHERS PARKWAY
INTERSECTION IMPROVEMENTS CAROTHERS
SOUTHBOUND TO COOL SPRINGS WESTBOUND TURN
LANE DESIGN
COF Contract No. 2011-0167**

THIS AMENDMENT is made and entered into on this the 8th day of November, 2011, by and between the City of Franklin, Tennessee ("City") and Wilbur Smith and Associates ("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled Cool Springs Blvd/Carothers Parkway Intersection Improvements Carothers Southbound to Cool Springs Westbound Turn Lane Design Project ("Project"), approved by the Franklin Board of Mayor and Aldermen (BOMA) on the 13th day of May, 2008; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a lump sum fee of \$61,700 for the design of the Project; and

WHEREAS, the Consultant completed the design of the Project per the Agreement in 2009; and

WHEREAS, the City has determined that in order to bid the Project the Consultant will need to update the design and have the design resealed by a Professional Engineer (PE) licensed in Tennessee; and

WHEREAS, the City has not approved funding for the construction of the Project; and

WHEREAS, the City and BOYLE Cool Springs II JOINT VENTURE, a Tennessee general partnership ("Developer"), entered into a Road Impact Fee Offset Agreement (COF Contract No 2010-0191) for improvements to the City's roadway network along Carothers Parkway on December 14, 2010; and

WHEREAS, the Developer desires to construct the Project using the updated design plans from the Consultant and seek an amendment to receive additional impact fee offsets; and

WHEREAS, the City has negotiated with the Consultant a fee increase for the Agreement for the work as found in EXHIBIT A - Proposal for Engineering Services; to be considered as an integral part of this Amendment No 1; in a lump sum amount of Two Thousand Eight Hundred and No/100 Dollars (\$2,800.00).

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 professional services as described in EXHIBIT A in addition to the Professional Services as provided for in the Agreement approved by BOMA on May 13, 2008.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional Professional Services in a lump sum amount of Two Thousand Eight Hundred and No/100 Dollars (\$2,800.00).

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

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 approved by the Board of Mayor and Aldermen on May 13, 2008, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore
Mayor
Date: _____

WILBUR SMITH AND
ASSOCIATES

By: _____
Print: ROBERT F. POLK
Title: ASSOCIATE
Date: 10/31/11

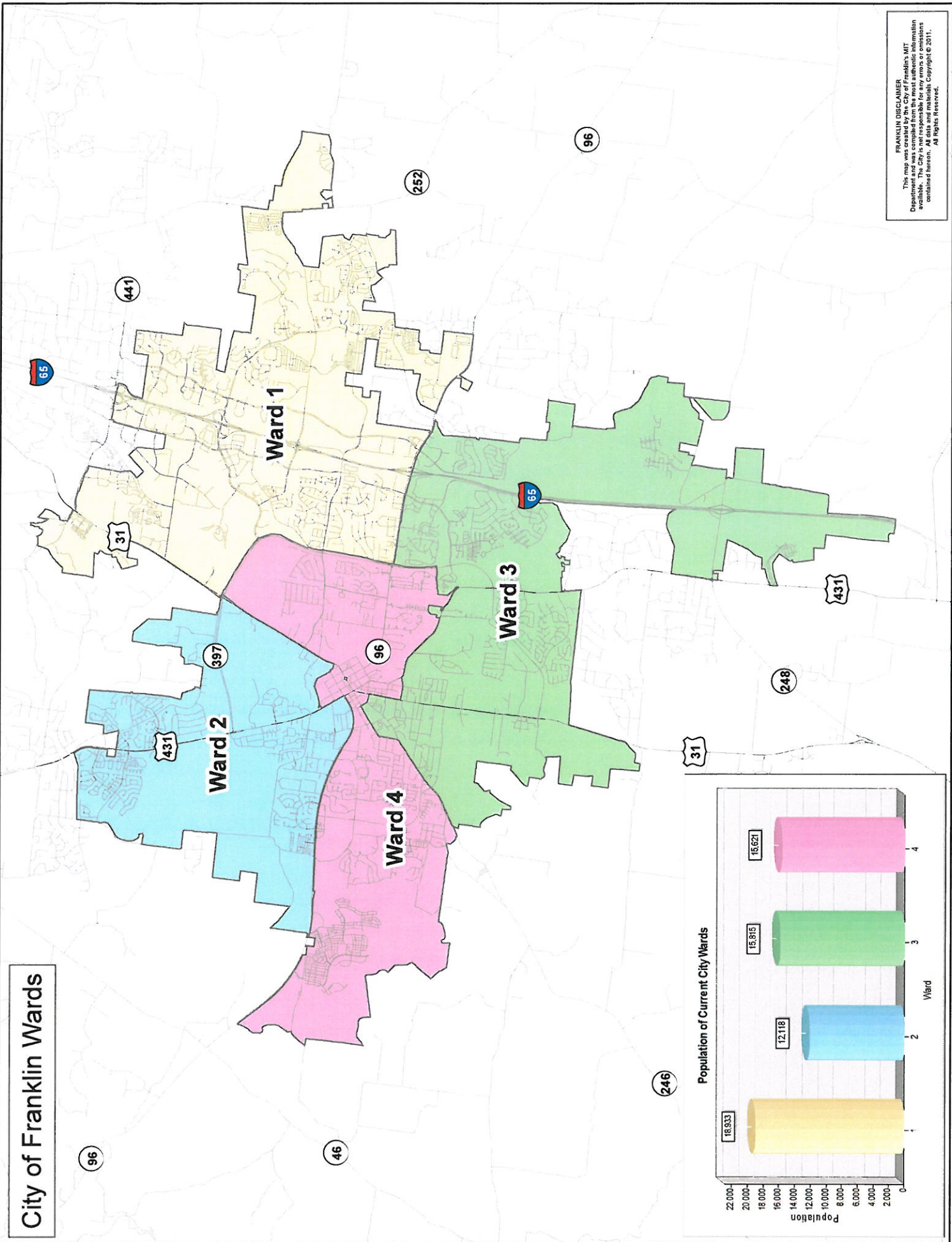
Attest:

Eric S. Stuckey
City Administrator/Recorder
Date: _____

Approved as to form:

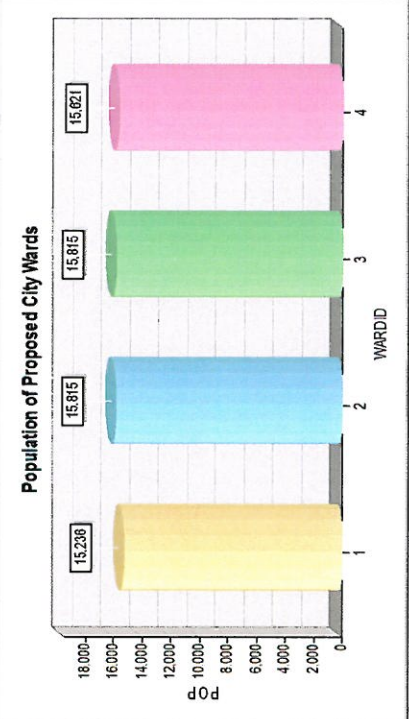
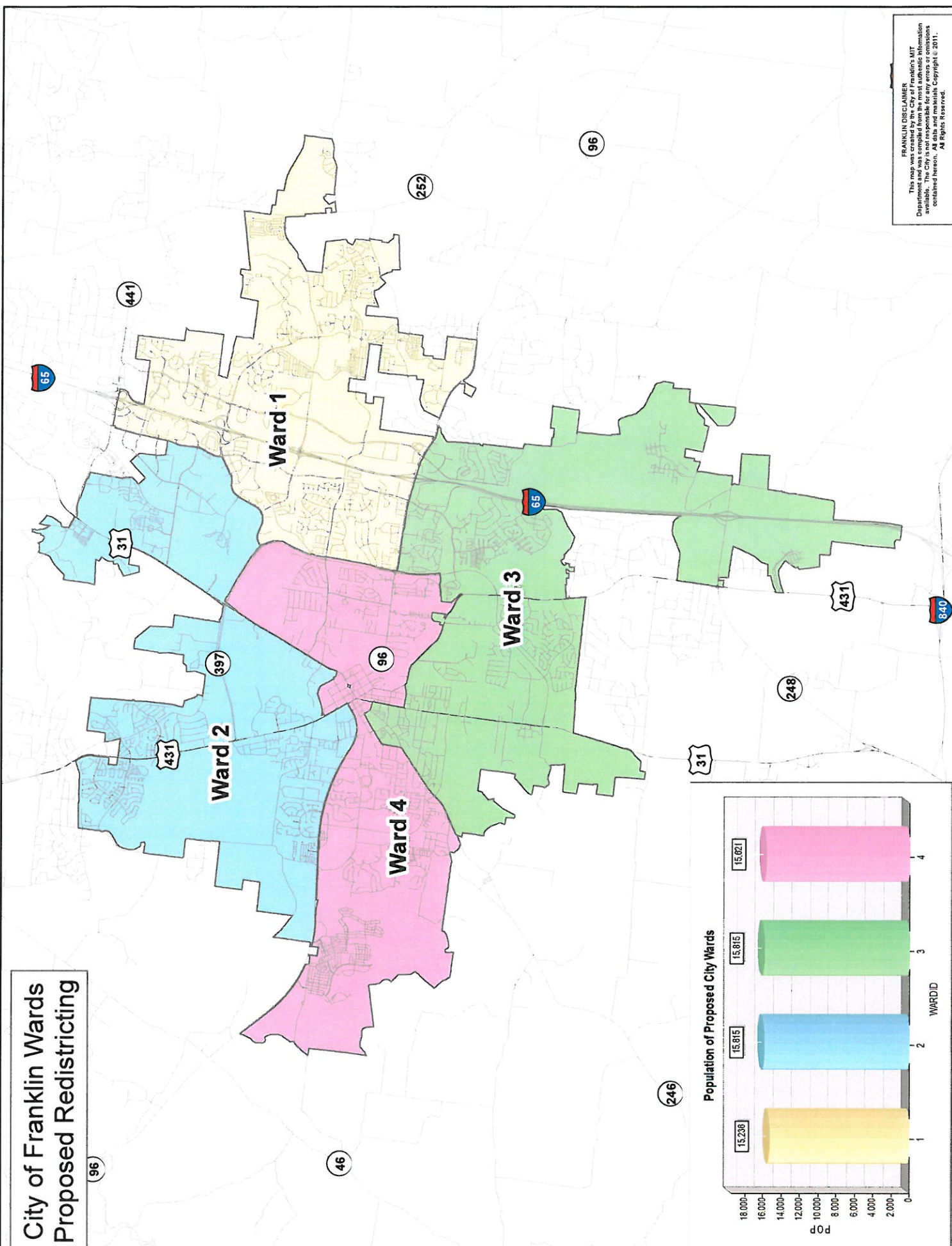
Shauna R. Billingsley, City Attorney

City of Franklin Wards



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City of Franklin Wards Proposed Redistricting



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