



Meeting Agenda

Work Session

Tuesday, December 10, 2024

4:30 PM

Board Room

CALL TO ORDER

CITIZEN COMMENTS

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

WORK SESSION DISCUSSION ITEMS

1. Presentation Of Visit Franklin Community Research

Sponsors: Maureen Haley Thornton

2. Franklin Tree Commission Annual Report

Sponsors: Paige Cruse, Brian Walker

3. Consideration Of Resolution 2024-105, A Resolution Consenting To The Health And Educational Facilities Board Of The City Of Franklin Negotiating And Accepting Payments In Lieu Of Ad Valorem Tax With Respect To A Certain Project In the City Of Franklin, Tennessee, And Finding That Such Payments Are Deemed To Be In Furtherance Of The Public Purposes Of The Board As Defined In Tennessee Code Annotated Section 48-101-312

Sponsors: Eric Stuckey, Kristine Brock

4. *Consideration Of COF Contract No. 2024-0269, As Amended, With The Cool Springs Conference Center Designating The Conference Center As A Subrecipient Of American Rescue Plan Act Grant Funds

Sponsors: Kristine Brock

5. *Consideration Of Resolution 2024-109, A Resolution Authorizing The Pre-Ordering Of Fire Apparatus In Advance Of The Fiscal Year In Which They Will Be Appropriated

Sponsors: Kristine Brock, Glenn Johnson

6. *Consideration Of Resolution 2024-81, A Resolution Amending The Haven At Cool Springs PUD Subdivision To Extend The Vested Rights, For The Property Located North Of Cool Springs Boulevard And East Of Mack Hatcher Parkway, Located At 151 Cool Springs Boulevard
FMPC 9/26/24, 8-0
WS 10/8/24

Sponsors: Emily Wright, Amy Diaz-Barriga, Joseph Bryan

7. *Consideration Of Amendment 1 To COF Contract No. 2011-0156, With Energy Source Partners And The City Of Franklin For Solar Services And Site Lease Agreement
WS 8/27/24; 9/24/24
Sponsors: Emily Wright, Andrew Orr
8. Acknowledgment Of Progress Report On Resolution 2024-05, A Resolution Adopting A Plan Of Services For The Annexation Of 2247 South Berrys Chapel Road By The City Of Franklin, Tennessee. Establishing A Public Hearing For January 14, 2025
Sponsors: Emily Wright, Amy Diaz-Barriga, Joseph Bryan
9. *Consideration Of Ordinance 2024-49, An Ordinance To Establish No-Parking-Anytime Zones Along The Extents Of Green Acres Drive And Harpeth Drive
Sponsors: Paul Holzen, Adam Moser
10. *Consideration Of Resolution 2024-57, A Resolution To Approve Temporary Median Barrier Installation On SR-96 (Murfreesboro Rd) Between Royal Oaks And Interstate 65
CIC 6/27/24, 4-0
WS 8/27/24; 10/22/24
BOMA 9/10/24, 5-4 postpone to 10/22/24; 10/22/24, 5-3 postpone to 12/10/24
Sponsors: Paul Holzen, Adam Moser
11. *Consideration Of Resolution 2024-100, A Resolution To Award The Construction Contract (COF Contract No. 2024-0246) For The "East McEwen Drive Phase 4 Improvements" (COF Project No. 2015-002 / TDOT PIN 125418.00) To Vulcan Construction Materials, LLC With A Bid Amount Of \$45,844,010.80
Sponsors: Paul Holzen, Jonathan Marston, David Hodnett
12. *Consideration Of Resolution 2024-107, A Resolution To Award The Construction Contract (COF Contract No. 2023-0050) For The Southeast Municipal Complex Project To Reeves Young In The Amount Of \$46,380,782
Sponsors: Paul Holzen, Jonathan Marston, Lisa Clayton, Shahad Abdulrahman
13. *Consideration Of Resolution 2024-106, A Resolution To Award The Construction Contract (COF Contract No. 2023-0288) For The "Robinson Lake Dam Project" To Haren Construction Company In The Amount Of \$13,482,000
Sponsors: Paul Holzen, Lisa Clayton, Jonathan Marston, Shahad Abdulrahman
14. Consideration Of Amendment 1 To COF Contract No. 2022-0247, With Clovercroft Holding, LLC For Parkland Impact Fee And Construction Agreement For Novara PUD
Sponsors: Lisa Clayton, Heather Eusebio
15. *Consideration Of Resolution 2024-97, A Resolution Rejecting The Construction Bids For The Water Reclamation Facility Rehabilitation And Resiliency Improvements Project (COF Project No. 2023-015)
Sponsors: Michelle Hatcher

16. Consideration Of Resolution 2024-87, A Resolution To Accept The 2024 Drought Management Plan

Sponsors: Michelle Hatcher

17. Presentation For Proposed Parkland Impact Fee Ordinance Amendment
WS 11/12/24

Sponsors: Mark Hilty, Lisa Clayton, Kevin Lindsey, Heather Eusebio, Chris Franklin

18. Consideration Of Resolution 2024-108, A Resolution Of The Board Of Mayor And Aldermen For The City Of Franklin Adopting Budget Goals For the Fiscal Year 2025-2026
Finance 12/5/24

Sponsors: Eric Stuckey, Michael Walters Young

OTHER BUSINESS

ADJOURN

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

City of Franklin Tree Commission Annual Report to the Board of Mayor and Aldermen

[December 10, 2024]

Brandy Blanton – Alderman

Kim Hoover - At Large

Beth Adams – At Large

Jenny Williamson – Planning Commission

Justin Stelter – Green Industry Professional

Michael Johnson – Electrical Utility

Trent Withrow – Certified Arborist

MEMBERS

MEETINGS

Meetings take place
every other month,
on the 4th Monday

CURRENT

Annual Arbor Day Celebration
Tree City USA – 18 years
Advising on tree planting
projects: 309 Trees in the parks,
streets and throughout the city.
10,000 additional trees
inventoried through ArborPro
Software.

OUTLOOK

Improving Workshops and Lecture Series

Developing Volunteer Invasive Species Program-
“Plant Patrol”

ArborPro Software-

- Identifies Trees/Locations/Species

- Allows staff to work more efficiently when scheduling tree management.

- Eco Benefits

- UF Master/or Management Plan



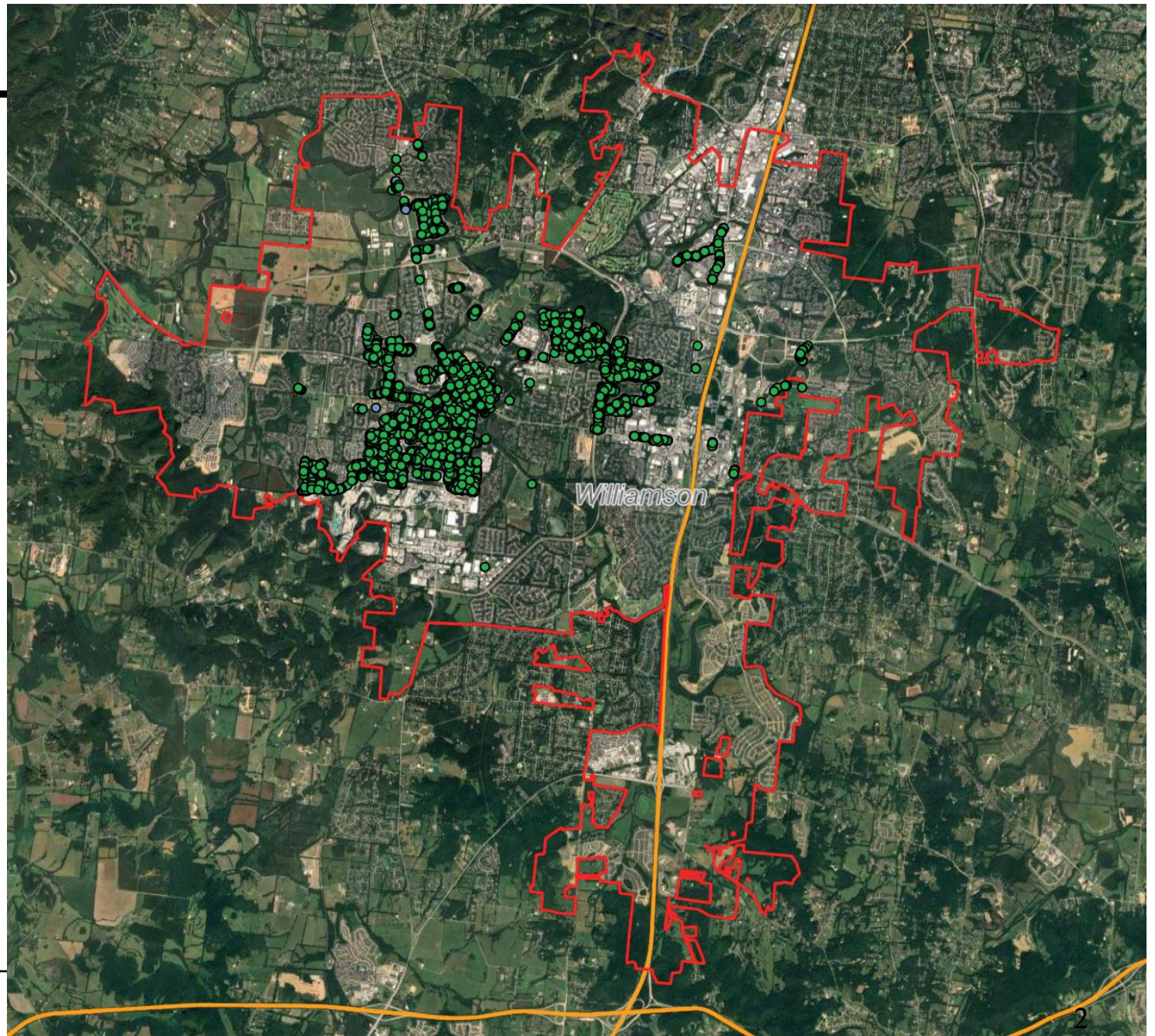
Questions?

CITY OF FRANKLIN TREE INVENTORY



CURRENTLY, WE HAVE
DATA ON 5,084 TREES.

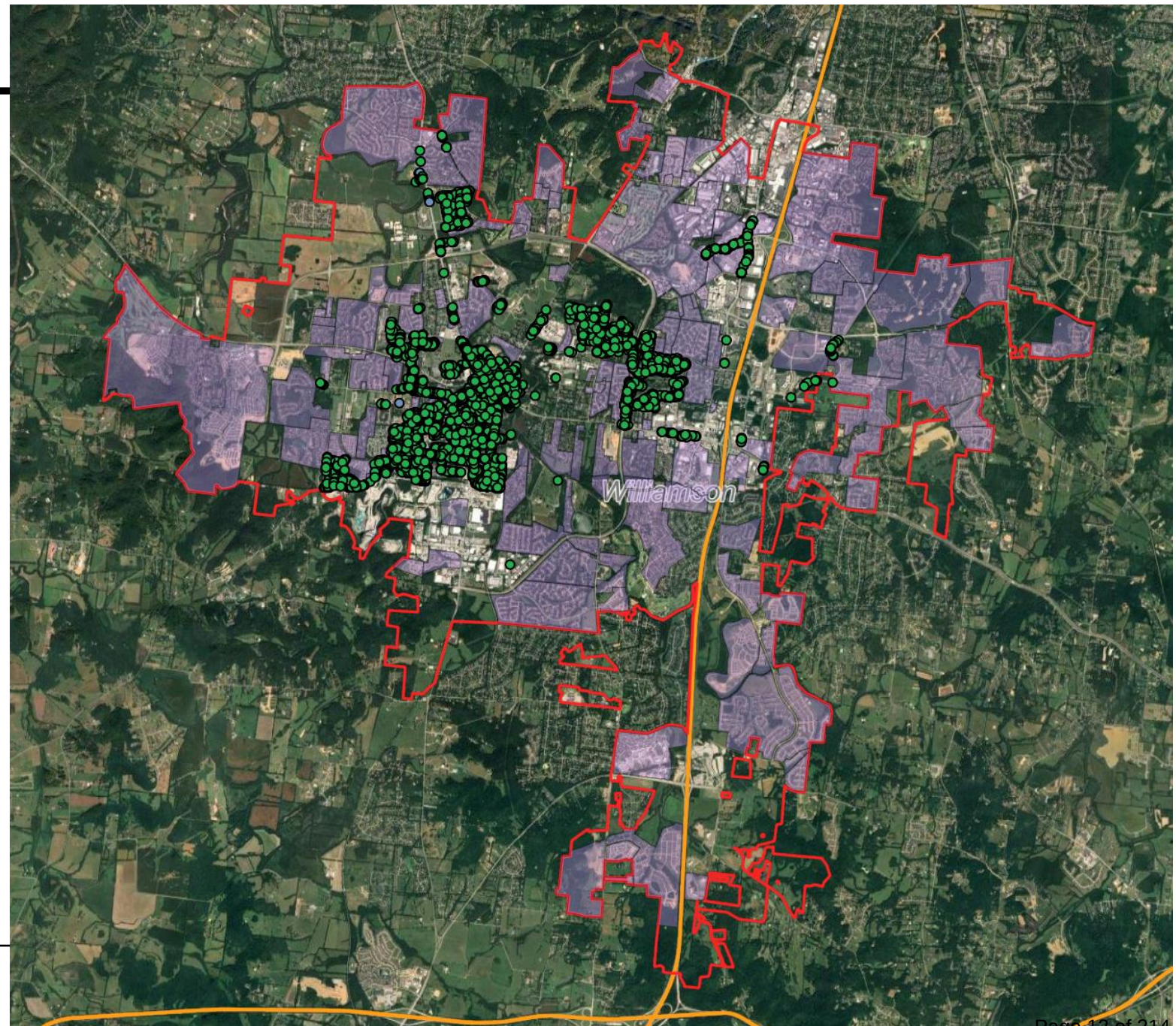
10,000 MORE TREES WILL
BE COLLECTED SOON.



HOMEOWNER ASSOCIATIONS

PROPERTY OWNER ASSOCIATIONS

LANDSCAPE AGREEMENTS



Details

ID: 246

- Save
- Toggle Street View
- Details Report
- More Options

Tree Work

Location

Zone: Zone 1

Property: No Data

Property Address #: 109

Property Street: 3rd Ave S

On Street: 3rd Ave S

Side: Front

Location Type: Island

Location Size: 10

Utility Conflict: N

Characteristics

Species Willow Oak
Quercus phellos - ID: 441

Species Id: 441

of Trunks: 1
Exact DBH: 23

Exact Height: 35





Color Palette

Active Layer *

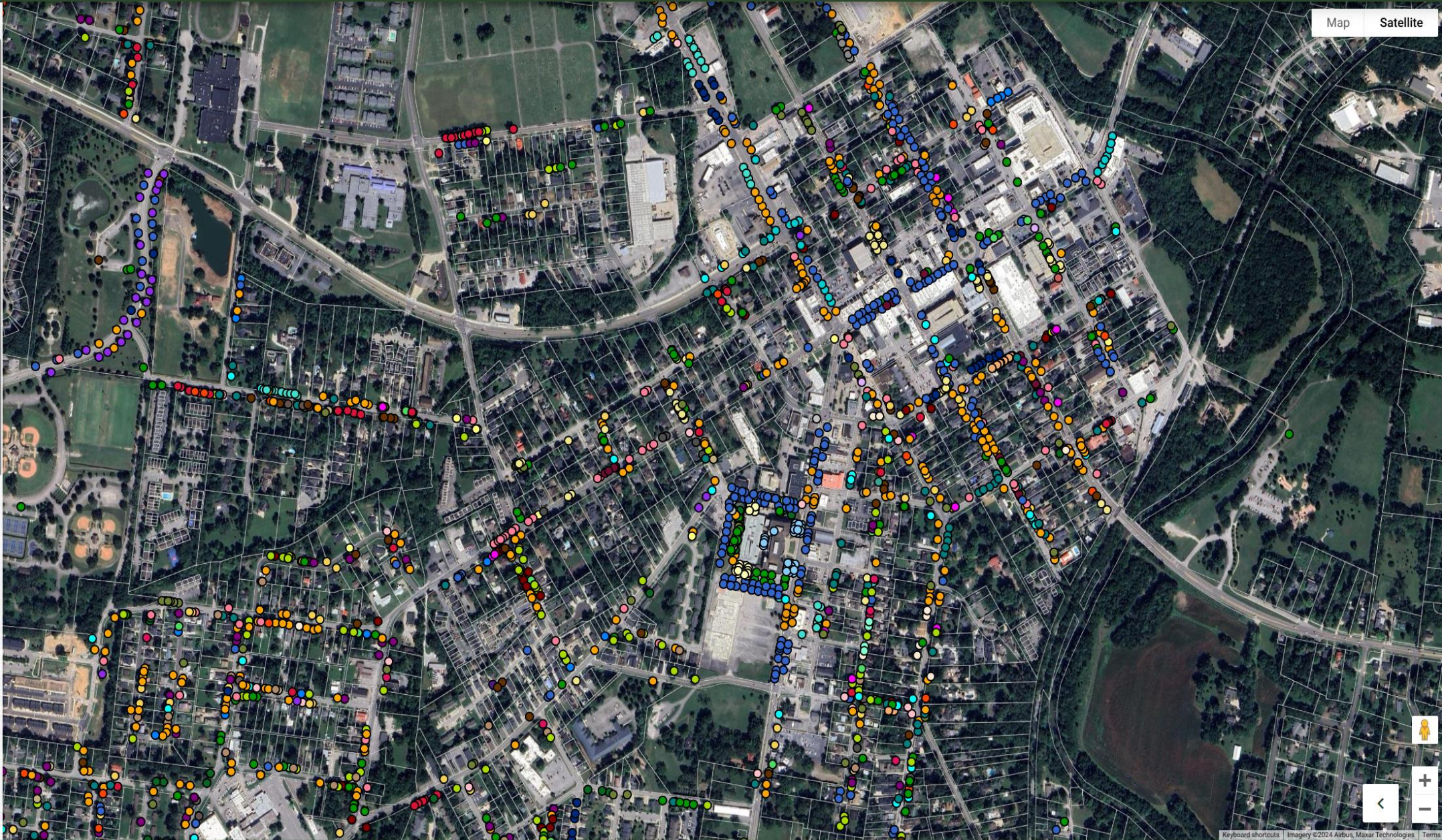
Trees

Select Color Setting

Common

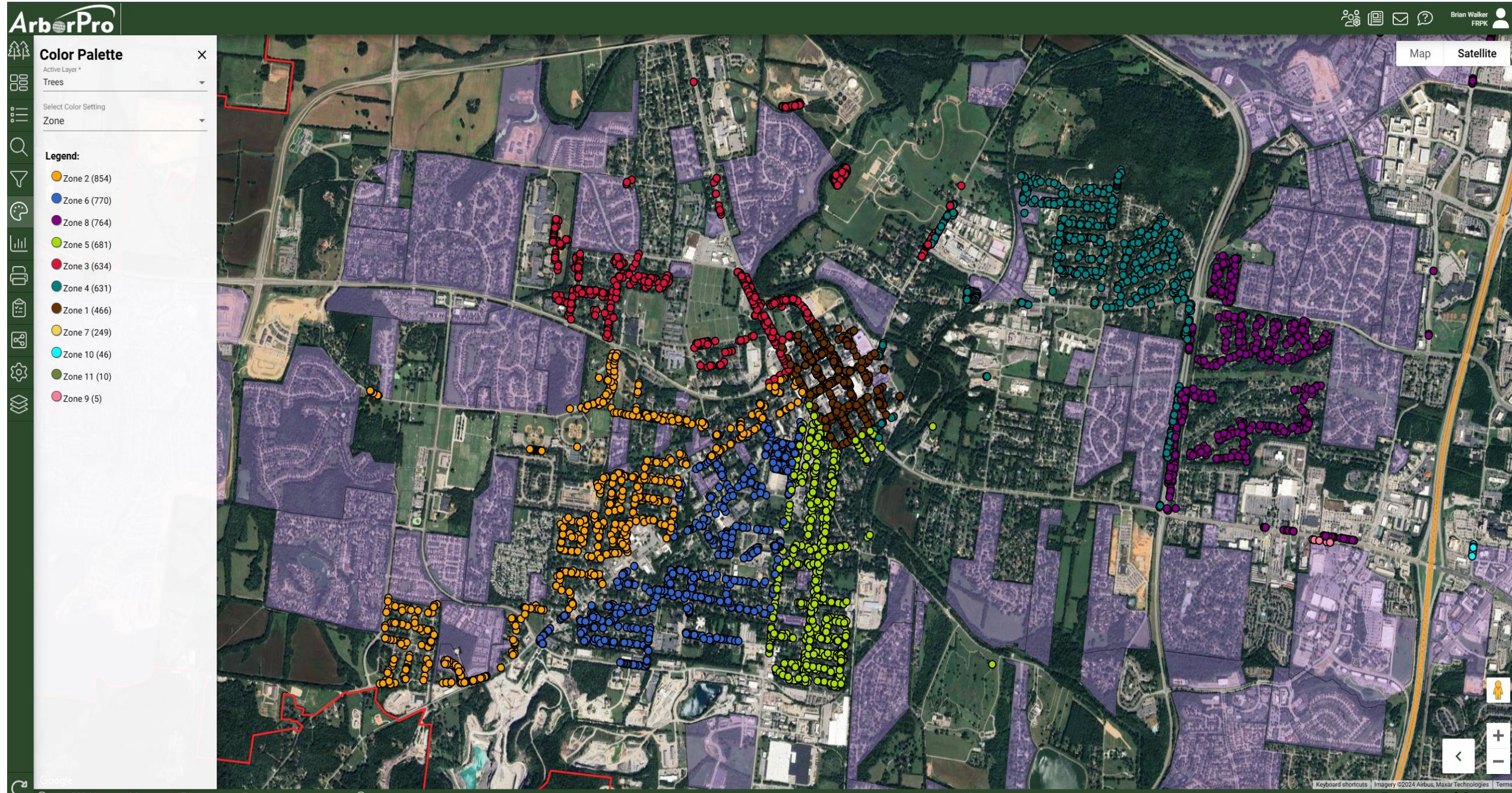
Legend:

- Sugar Maple (601)
- Red Maple (514)
- Silver Maple (419)
- Common Hackberry (315)
- White Pine (197)
- Southern Magnolia (196)
- Eastern Dogwood (165)
- Bradford Pear (155)
- Pin Oak (146)
- Eastern Redbud (143)
- Japanese Flowering Cherry (138)
- Crape Myrtle (including hybrids) (118)
- Tulip Tree (103)
- Willow Oak (84)
- Eastern Red Cedar (77)
- Black Walnut (62)
- Box Elder (62)
- Littleleaf Linden (59)
- American Sweet Gum (59)
- American Sycamore (58)
- Sour Gum (57)
- Chinese Elm (55)
- Pecan (54)
- Scotch Pine (51)
- Legacy Sugar Maple (49)
- American Elm (46)
- Shumard Oak (40)
- Siberian Elm (38)



Map

Satellite



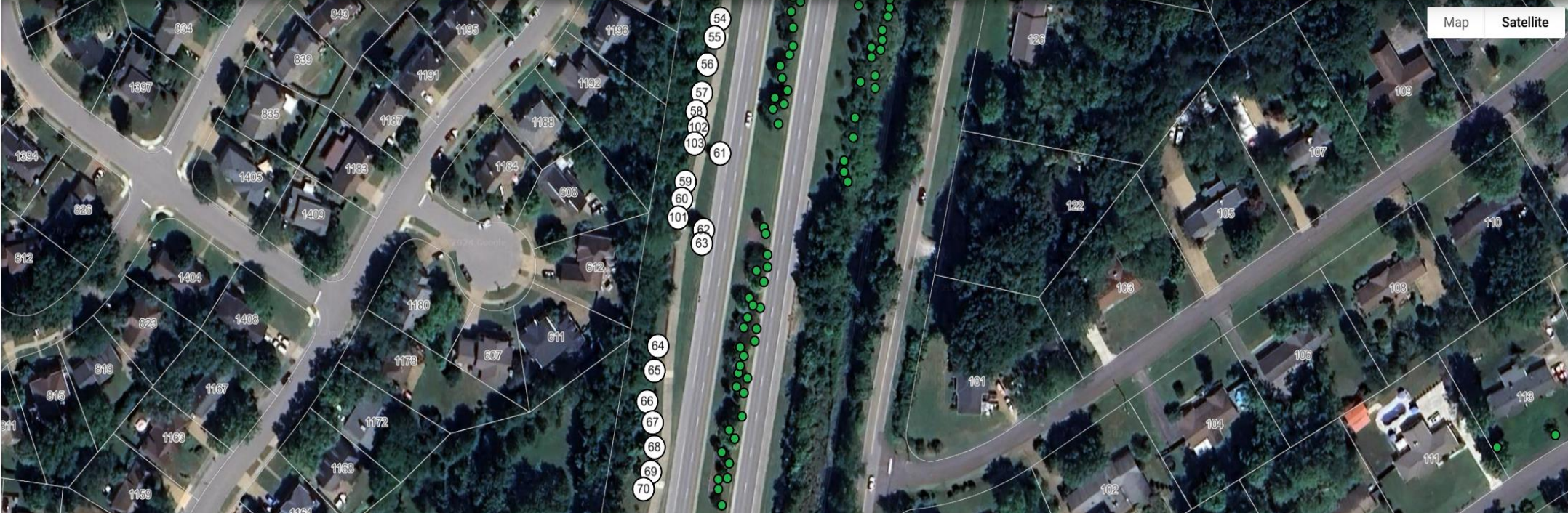
Work Lists

Search:

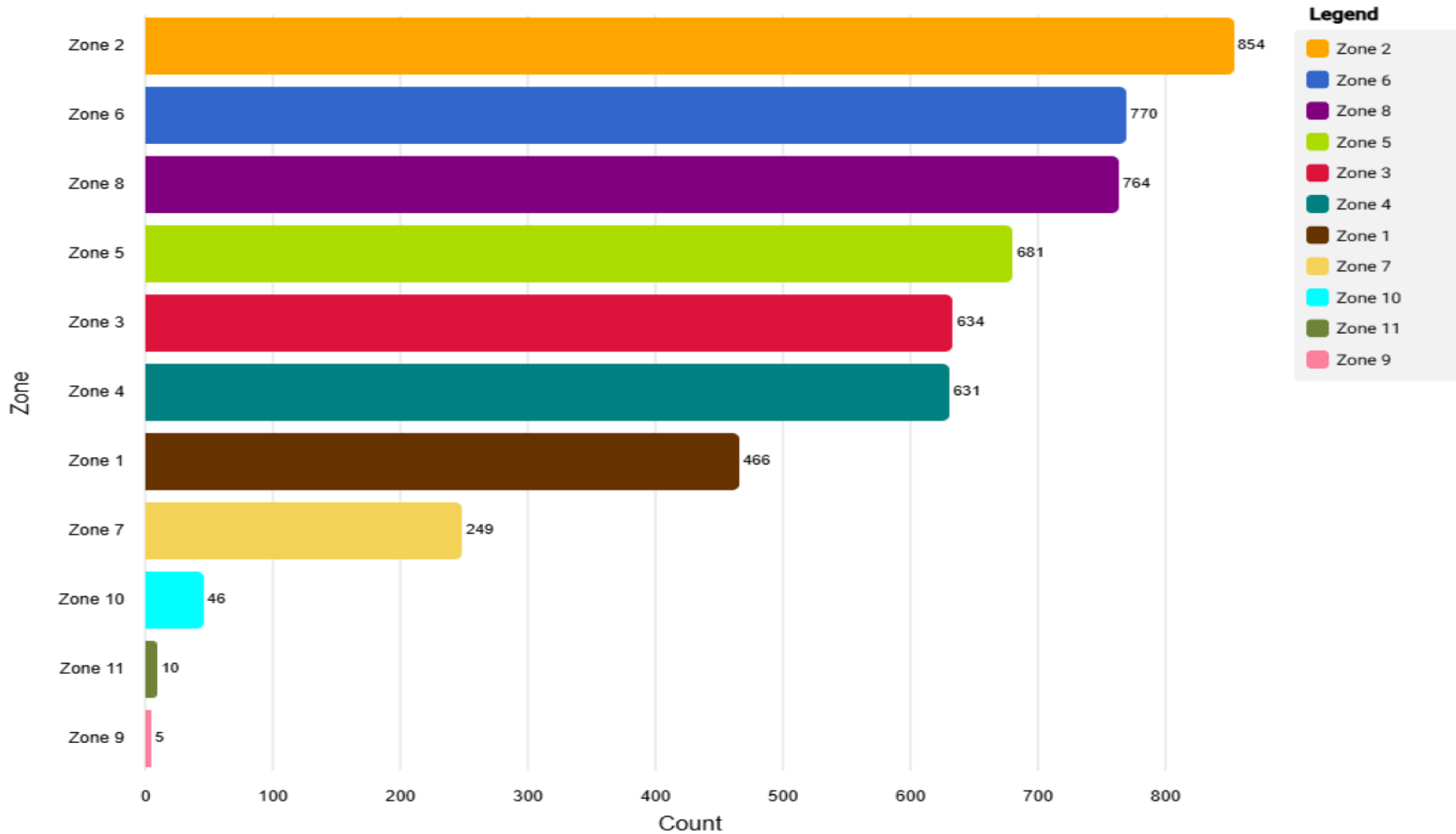
Proposed

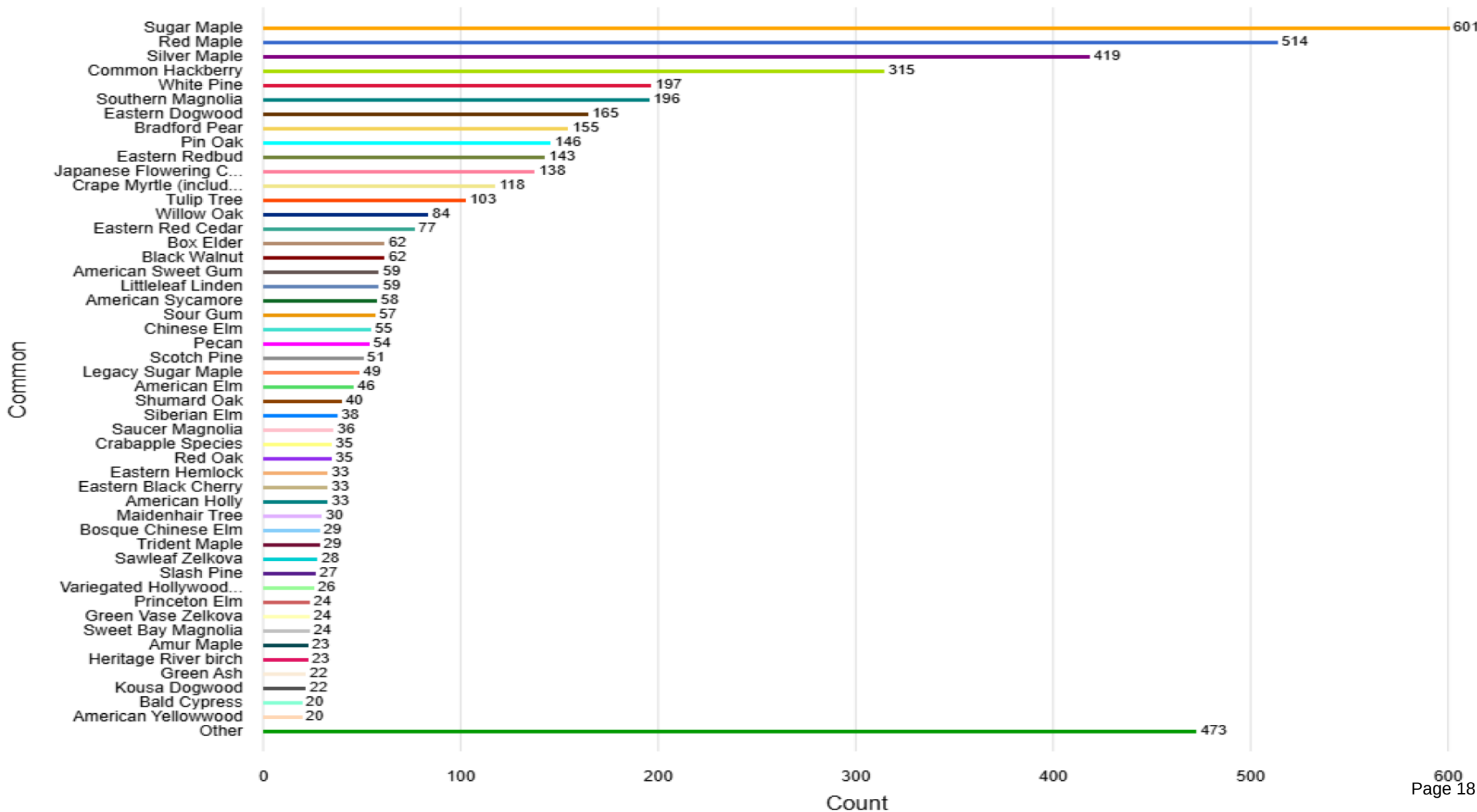
Mack Hatcher
Trim - Structural

103 Trees



Zoom	Mass Update	Report	Reset			Search:									
103 total records															
☐	Work #	Tree ID	Common	Botanical	DBH	Height	Tree Condition	Recommended Maintenance	Work Code	Sub Code	Cost	Hours	Scheduled Date	Completion Date	
☐	69	1762	Southern Magnolia	Magnolia grandiflora			Fair	Routine Prune	Trim	Structural			11/18/2024		
☐	70	1763	Legacy Sugar Maple	Acer saccharum 'Legacy'			Good	Routine Prune	Trim	Structural			11/18/2024		
☐	71	1765	Legacy Sugar Maple	Acer saccharum 'Legacy'			Good	Routine Prune	Trim	Structural			11/18/2024		
☐	72	1766	Legacy Sugar Maple	Acer saccharum 'Legacy'			Good	Routine Prune	Trim	Structural			11/18/2024		
☐	73	1768	Hawthorn Species	Crataegus species			Fair	Routine Prune	Trim	Structural			11/18/2024		
☐	74	1769	Legacy Sugar Maple	Acer saccharum 'Legacy'			Dead	Priority 2 Removal	Trim	Structural			11/18/2024		
☐	75	1770	American Sweet Gum	Liquidambar styraciflua			Good	Routine Prune	Trim	Structural			11/18/2024		
☐	76	1771	American Sweet Gum	Liquidambar styraciflua			Dead	Priority 2 Removal	Trim	Structural			11/18/2024		
☐	77	1772	Tulip Tree	Liriodendron tulipifera			Poor	Routine Prune	Trim	Structural			11/18/2024		
☐	78	1773	Legacy Sugar Maple	Acer saccharum 'Legacy'			Good	Training Prune	Trim	Structural			11/18/2024		
☐	79	1774	Tulip Tree	Liriodendron tulipifera			Fair	Routine Prune	Trim	Structural			11/18/2024		
☐	80	1775	Shumard Oak	Quercus shumardii			Dead	Priority 2 Removal	Trim	Structural			11/18/2024		
Inventory (5110)		Map Selection (0)	Tray Selection (0)	Work (103)											
51 ~ 100 of 103															







CITY OF FRANKLIN
TREE INVENTORY

ArborPro
URBAN FOREST MANAGEMENT

Thank You



File #: 21-01291

DATE: November 20, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO

SUBJECT:

Consideration Of Resolution 2024-105, A Resolution Consenting To The Health And Educational Facilities Board Of The City Of Franklin Negotiating And Accepting Payments In Lieu Of Ad Valorem Tax With Respect To A Certain Project In the City Of Franklin, Tennessee, And Finding That Such Payments Are Deemed To Be In Furtherance Of The Public Purposes Of The Board As Defined In Tennessee Code Annotated Section 48-101-312

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-105 consenting to the Health and Educational Facilities Board of the City of Franklin negotiated and accepting payments in lieu of ad valorem tax with respect to a certain project in the City of Franklin and finding that such payments are deemed to be in furtherance of the public purposes of the Board as defined in Tennessee Code Annotated Section 48-101-312.

BACKGROUND/STAFF COMMENTS:

Alco Properties of Memphis, Tennessee has acquired Harpeth Hills Apartments, a 51 unit apartment community located in the City of Franklin. The buildings were constructed in 1969 and it is the owner's plan to invest approximately \$3.5 million (approx \$68,000 per unit) in a significant renovation and physical improvements, including upgraded kitchens and bathrooms, new HVAC and water heaters, new windows, new roofs, new lighting and exterior improvements such as stairwells.

Upon completion of the renovation, the property will have 51 updated units, with all of them rent and income restricted for a period of 30 years in accordance with requirements of the federal tax credit program that is being utilized by the owner.

While Harpeth Hills Apartments is Alco's first property in the City of Franklin and Williamson County, the firm has a long history of owning and managing affordable housing within the State of Tennessee and throughout the country. Founded in 1974, Alcoa has a portfolio of over 6,000 affordable apartments and owns over 90% of these properties.

FINANCIAL IMPACT:

Alco has requested consideration by the City of Franklin of a Payment in Lieu of Tax ("PILOT") for the Harpeth Hills Apartments project for a term of 15 years. Due to State of Tennessee policies that include the value of federal tax credits for rehabilitation of affordable rental units into the assessed valuation for property tax purposes, the taxes due on this community will increase once the renovation is complete. Alco has requested a PILOT program for a Year 1 property tax amount that maintains the 2024 City property tax payment of \$3,393 and increases by 3% each year thereafter at a compounding rate.

Below is a summary of the financial impact to the City of the request:

2024 Assessed Value of \$1,040,440

Improved Assessed Value of \$1,836,000 After Renovation (Provided by ALCO)
(Assessed Value is 40% of Appraised Value)

COF Property Tax Rate of .3261 per \$100 of assessed valuation (Adopted Property Tax Rate for Tax Year 2024)

Sum of Year 1-15 Property Taxes without PILOT- \$89,805 (15 years of taxes at the improved assessed value, also assuming no change in tax rate)

Sum of Year 1-15 Property Taxes with PILOT (see Appendix A)- \$63,109

Financial Impact to City over 15 year period- \$26,696

The City will not see a reduction from property taxes paid in 2024 but will rather forego an increase in property taxes that will result from the increased valuation after the renovation is complete. However, the City will support the public purpose of quality housing to an existing 51 unit community that serves residents with incomes well below the average median income. Given the limited amount of affordable housing in Franklin, foregoing property taxes of approximately \$27,000 over a 15 year period is a reasonable request to consider accommodating with a PILOT program.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-105.

RESOLUTION 2024-105

A RESOLUTION CONSENTING TO THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE CITY OF FRANKLIN NEGOTIATING AND ACCEPTING PAYMENTS IN LIEU OF AD VALOREM TAX WITH RESPECT TO A CERTAIN PROJECT IN THE CITY OF FRANKLIN, TENNESSEE, AND FINDING THAT SUCH PAYMENTS ARE DEEMED TO BE IN FURTHERANCE OF THE PUBLIC PURPOSES OF THE BOARD AS DEFINED IN TENNESSEE CODE ANNOTATED SECTION 48-101-312.

WHEREAS, the Board of Mayor and Aldermen (the “Governing Body”) of the City of Franklin, Tennessee (the “City”) has met pursuant to proper notice; and

WHEREAS, the City has previously authorized the incorporation of The Health and Educational Facilities Board of the City of Franklin (the “Board”) as a health, educational and housing facility corporation duly organized and existing under the provisions of Title 48, Chapter 101, Part 3, Tennessee Code Annotated; and

WHEREAS, the City has been informed that APP Harpeth Partners, L.L.P., a Tennessee limited liability limited partnership, or an affiliate thereof (the “Developer”), intends to cause the acquisition and rehabilitation of a 51-unit multifamily housing facility for low and moderate-income citizens known as Harpeth Hills Apartments (collectively, the “Project”) located at 300 Sycamore Drive in Franklin, Tennessee (the “Property”); and

WHEREAS, the Developer has requested the Board to hold ownership of the Property; and

WHEREAS, the Developer has furthermore requested the Board to lease the Project to the Developer and to permit the Developer to make payments in lieu of ad valorem taxes; and

WHEREAS, Tenn. Code Ann. § 48-101-312(b) authorizes the City to delegate to the Board the authority to negotiate and accept from the lessees of the Board payments in lieu of ad valorem tax upon the finding that such payments are deemed to be in furtherance of the public purposes of the Board as defined in said Code Section; and

WHEREAS, the Board believes it is in the best interest of the City to consent to the Health and Educational Facilities Board of the City of Franklin negotiating and accepting payments in lieu of ad valorem tax with respect to the Project.

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

1. The Governing Body hereby finds that the negotiation and acceptance by the Board of payments in lieu of ad valorem taxes consistent with this resolution are deemed to be in furtherance of the public purposes of the Board as defined in Tennessee Code Annotated Section 48-101-312, and the Governing Body hereby consents and delegates to the Board the right to negotiate and accept such payments from the Developer.

2. The terms of the agreement between the Board and the Developer concerning payments in lieu of ad valorem taxes shall be determined by the Board; provided, however (i) the term of such agreement shall not exceed fifteen (15) years, plus a reasonable construction and rehabilitation period; and (ii) the

amount of the annual payment in lieu of taxes shall not be less than the amounts set forth in Exhibit A attached hereto.

3. The Board's agreements concerning payments in lieu of ad valorem taxes relating to the Facility may contain such administrative provisions not inconsistent with this resolution as the Board deems appropriate.

4. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed, and this resolution shall be in immediate effect from and after its adoption.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

EXHIBIT A

	Total PILOT Payment to City of Franklin
Year 1	\$3,393.00
Year 2	\$3,494.79
Year 3	\$3,599.63
Year 4	\$3,707.62
Year 5	\$3,818.85
Year 6	\$3,933.41
Year 7	\$4,051.41
Year 8	\$4,172.96
Year 9	\$4,298.15
Year 10	\$4,427.09
Year 11	\$4,559.91
Year 12	\$4,696.70
Year 13	\$4,837.61
Year 14	\$4,982.73
Year 15	\$5,132.21
TOTAL	\$63,109.07

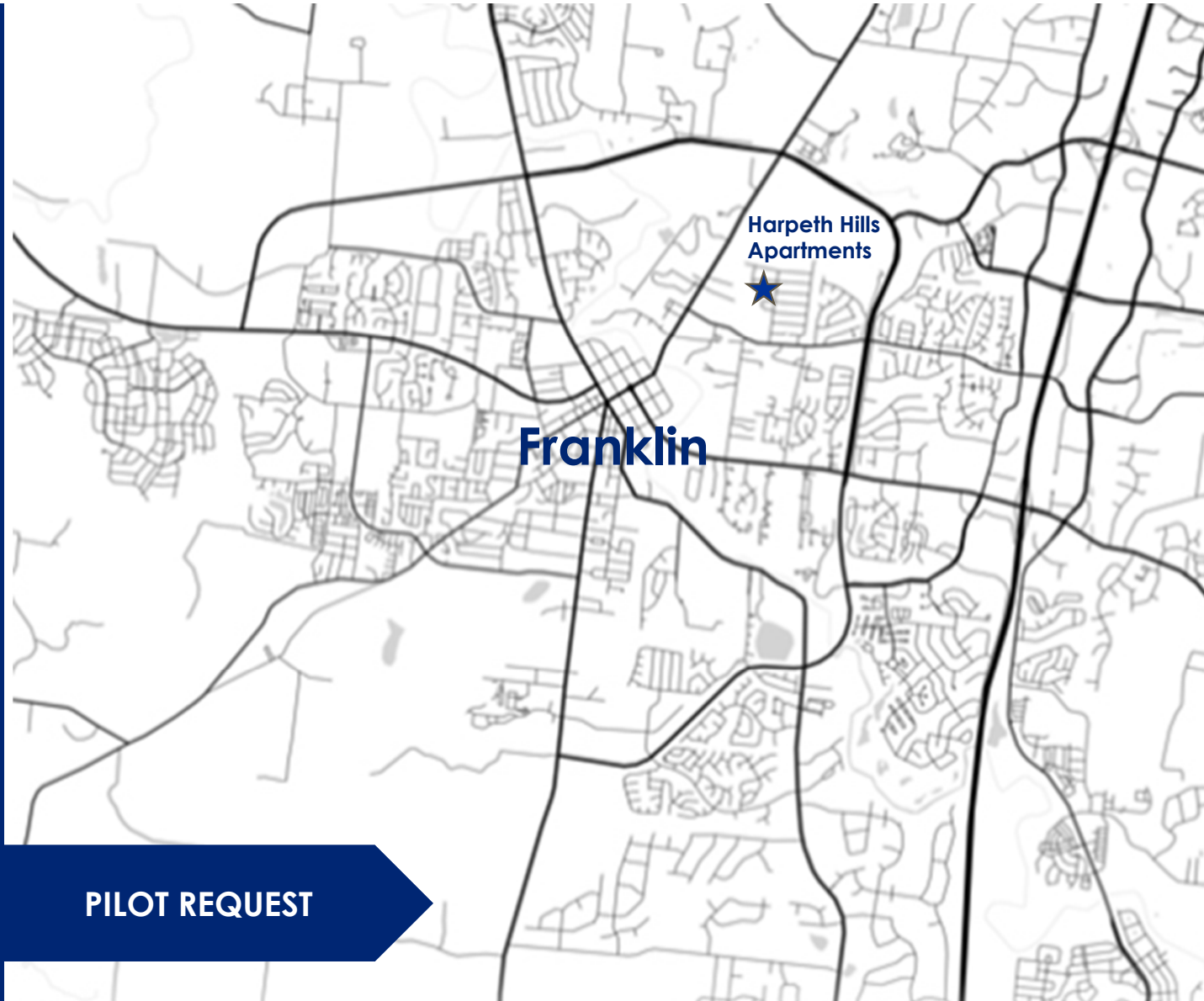
Year 1 represents the Tax Year 2024 real property taxes paid on the property. A 3% compounding escalator is applied annually to years 2-15.

46075260.1



Affordable Housing Preservation

300 Sycamore Drive
Franklin, TN 37064



PILOT REQUEST



2025 Redevelopment

HARPETH HILLS APARTMENTS

Exterior Upgrades

- New Asphalt
- New LED Lighting Fixtures
- New Building Signage
- Repaired Sewer Lines
- New Roofs & Gutters
- New Siding
- Repaired Stairs
- New Doors & Hardware
- All New Energy Efficient Windows

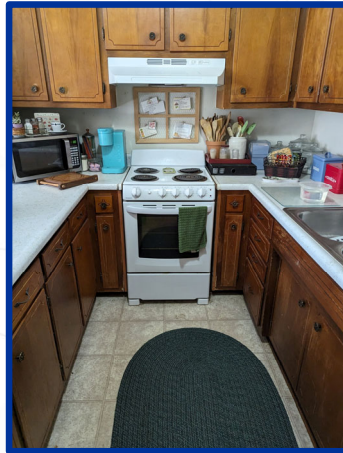
Interior Upgrades

- New LVP Flooring
- New Bathroom Tile
- New Refrigerators
- New Ranges
- New Kitchen Cabinetry, Sinks & Countertops
- New Lighting
- New Bathroom Vanities
- New Toilets
- New Plumbing Fixtures & Bathroom Accessories
- New HVAC & Water Heaters
- New Blinds



HARPETH HILLS

Right: **Pre-Rehabilitation
Photos of Harpeth Hills
Apartments**



Below: **Standard Alco
Upgrades Post
Rehabilitation**



PILOT Request



15
YEARS

Residential Housing PILOT Program

- ◆ City taxes at Pre-Development level
- ◆ 3% annual increases
- ◆ Allows for greater initial investment to fund significant construct work
- ◆ Protects long term rental restrictions and affordability covenants

PRESERVATION REHAB



Affordable Housing Redevelopment

PILOT Request



Harpeth Hills Apartments
300 Sycamore Dr, Franklin, TN 37064

Alco

For four decades, Alco has developed, acquired, and managed apartment communities throughout the southeastern United States. Alco is based in Memphis, Tennessee. Alco has successfully used low income housing tax credits in conjunction with tax-exempt bonds and other affordable housing funding mechanisms to acquire and renovate 43 properties totaling 4,393 units. For additional information about Alco, please see the Company Overview and Resume submitted with this request.

Project Summary

Harpeth Hills Apartments is a 51-unit apartment community in Franklin, TN. Of the property's 51 units, 50 units provide Section 8 rental assistance, which limits the resident-paid rent to 30% of their monthly income. The property has been well-maintained for over 40 years, but it needs a significant renovation to continue to provide quality affordable housing for years to come.

Alco's plan is to acquire and renovate the property using 4% Low Income Housing Tax Credits ("LIHTC"), tax-exempt bonds, an FHA-insured first mortgage, and a proposed property tax abatement agreement ("PILOT") from the Health and Educational Facilities Board of the City of Franklin ("Board"). The Board has agreed to serve as the conduit issuer of tax-exempt bonds utilizing volume cap that was recently awarded and allocated to the project by Tennessee Housing Development Agency ("THDA").

Upon completion of the renovation, the property will have 51 updated units, 100% of which will be both rent and income-restricted. Our commitment is for Harpeth Hills Apartments to serve as a quality, affordable housing development restricted to residents with incomes at or below 60% of average median income ("AMI"). This affordability commitment will be in place for 30 years.

1. Significant Capital Investment

The property will receive nearly \$4,000,000 in much needed physical improvements – upgraded kitchens and bathrooms, new HVAC and water heaters, new windows, new roofs, and new lighting. Our proposed unit upgrades will provide a nicer, more comfortable, and more energy efficient apartment home for the residents. Beyond unit upgrades, we will also improve the amenities and services available at Harpeth Hills.

2. Preservation of Deeply Affordable Housing and Rental Assistance

Harpeth Hills has a Housing Assistance Payments Contract ("HAP Contract") with the U.S. Department of Housing and Urban Development (HUD) that provides rental assistance for residents of 50 apartments. The HAP Contract will be renewed and extended for a further 20 years, allowing Harpeth Hills to provide rental assistance and improved affordable housing for low, very low, and extremely low-income residents for years to come. Alco believes that maintaining the limited affordable housing in Franklin and Williamson County is deeply important to the growth and health of the community and its residents.

3. Committed to Affordable Housing

Alco is based in Memphis, TN and has been active in the ownership, development, and management of affordable apartment communities across the Southeast for 50 years. With our partners, we have been able to renovate, improve, and preserve thousands of apartment homes over the last 20 years.

Project History

Harpeth Hills Apartments was built in 1969 and has provided affordable housing for low-income residents of Franklin since it was redeveloped in the mid-nineties. In 2023, an affiliate of Alco purchased Harpeth Hills from the family who had owned and managed the property during the prior 30 years. Our intent was to preserve the property as an affordable community for Franklin's residents and to renovate the property to improve the quality of the apartments. With the proposed renovation, Alco will commit to keeping Harpeth Hills affordable for the next 30 years.

Project Schedule

Complete	Application to HEB Board for Bond Inducement Resolution
Complete	Application to THDA for 4% LIHTC and TEB Volume CAP Application to HUD for HAP Contract Renewal Application to HUD for FHA Mortgage Insurance
Complete	Received Allocation of THDA Resources
In-Progress	Selection of Investment Limited Partner, Preparation of Loan and Financing Documents
November 2024	Target Closing of All Financing and Acquisition of Property
November 2024	Start of Construction
November 2025	Construction Completion, Project Placed in Service

PILOT Request

We request the approval to enter into a 15-year PILOT agreement with the Board. We are requesting that the initial PILOT payment be equal to the property taxes that are currently in place, estimated to be \$28,312, and to include 3% annual increases. Our request for the PILOT is critical to the preservation of this affordable apartment community.

An approved PILOT would benefit the residents of Harpeth Hills in two primary ways:

1. Having an assurance of the PILOT and the associated 15-year payments will allow the project to finance a larger first mortgage, which allows for the project to include significantly more construction work necessary to truly preserve Harpeth Hills apartments. With the PILOT, we will be able to do nearly \$4,000,000 in renovation work, which is nearly \$80,000 per apartment
2. The PILOT prevents a regressive tax treatment on affordable housing communities. Without a PILOT, county assessors have been directed to include both the value of real estate and the value of the tax credit subsidy in their calculations of property values. This directive effectively creates a double taxation on a property that has received the tax credit subsidy in exchange for restricting renters to those that earn below 60% AMI. This double taxation makes the majority of LIHTC projects not feasible without a PILOT. In response to this inequitable result, the Tennessee legislature enacted a law in 2015 to provide a streamlined PILOT process for LIHTC projects, which is codified as Tenn. Code Ann. § 48-101-312(b)(4). Under the statute, a PILOT for a LIHTC project that is facilitated by a Health, Education and Housing Board only requires an approval letter from the chief executive officer of the municipality that formed the board. Many communities in Tennessee have utilized this streamlined PILOT process (or have approved a PILOT in the traditional manner by obtaining approval from the municipality's governing body) in an effort to support preservation of affordable housing.

Without a PILOT, the Harpeth Hills project would not be feasible as planned. The potential significant increase in taxes would decrease the property's operating income, which decreases the amount that can be borrowed, which decreases the amount of renovations, which decreases the allocation of tax credits, which further decreases the renovations. The double taxation creates a negative spiral that ends with an infeasible project.

We respectfully request approval for the Board to issue a PILOT to the project using a similar form of PILOT agreement that is used by the Metropolitan Development and Housing Agency (MDHA), which facilitates PILOTs on behalf of the Metropolitan Government of Nashville and Davidson County, Tennessee. Please note we are requesting a 15-year term from the time the project is complete, so the PILOT term corresponds with the tax credit delivery period and prevents the taxing of the subsidy.



Our mission is to provide quality, affordable homes for residents,
meaningful work for employees, reliable returns for investors,
and excellent service for regulators.

Corporate Resume
Updated August 2024





Company Overview

For four decades, Alco Properties, Inc. and Alco Management, Inc. (ALCO) have developed, acquired, and managed apartment communities throughout the Southeastern United States. Frank Z. Jemison, Jr. is the Chairman Emeritus of both Alco Properties, Inc. and Alco Management, Inc., and has been the sole owner since establishing ALCO in 1974. In 2019 Alco Properties Partners, LLC was formed to provide senior managers ownership opportunities in ALCO's future developments and operations. ALCO has overseen the construction, acquisition, disposition, and management of more than eighty (80) apartment communities containing approximately ten thousand (10,000) apartment units. Currently, from our headquarters in Memphis, ALCO guides a portfolio of over six thousand (6,000) affordable apartments. ALCO has ownership positions in over ninety percent of the properties we manage.

With years of experience working with both the U. S. Department of Housing and Urban Development (HUD) and contract administrators throughout the Southeast, ALCO is widely recognized as an expert in government housing programs, including Section 8, Section 236, Section 42 Low Income Housing Tax Credit and ACC Mixed Finance properties. Skilled in traversing the tricky landscape of government regulations, ALCO delivers investors added value with in-depth understanding of the various government programs available for affordable housing and provides communities throughout the Southeast with quality apartments that, in many cases, address significant shortages in affordable housing. ALCO is recognized as an Accredited Management Organization (AMO) and a Specialist in Housing Credit Management Company (SHCM Company).

ALCO develops and manages properties with a passionate attention to detail. All ALCO developments begin with a comprehensive feasibility analysis and exploration of the most favorable financial options. ALCO has developed relationships with multiple FHA mortgagees and HUD Multifamily Field Offices across the Southeast. Currently more than 75% of the properties in our portfolio have an FHA-insured mortgage. Once a financing strategy is identified, ALCO coordinates and monitors the final financing structure, the architectural and construction work, and the management and regulatory compliance. Our start-to-finish record of delivering properties on time and on budget is one of the key reasons ALCO has developed successful apartment communities – garden style, mid-rise and high-rise – for over 40 years.

Low Income Housing Tax Credit Experience

Since 2000 ALCO has been active in using the Low Income Housing Tax Credit program to develop affordable housing. In Alabama, Arkansas, Kentucky, Mississippi, North Carolina, and Tennessee we have successfully used tax credits in conjunction with tax-exempt bonds and other affordable housing funding mechanisms to acquire and renovate 43 properties totaling 4,393 units. Through the process we have developed or deepened relationships with multiple lenders, investors, issuers, and housing finance agencies. These relationships and experiences have positioned ALCO to continue our strong tradition of growing our company through caring for our partners.

Leadership

Sarah Jemison, Chief Strategy Officer, Chair of the Board

Sarah Jemison joined Alco at the start of 2018, working both on the Acquisitions and Development Team on the financing of Low Income Housing Tax Credit redevelopments, and across the company on organizational development and growth. In her current role, she focuses on corporate strategy, culture, long term growth, and directly leads Alco's Human Resources, Community Engagement and Communications work. Sarah is actively engaged in advocating for community development and neighborhood improvements; she came to Alco from the National Low Income Housing Coalition, where she worked to advocate for expanded federal housing resources, and currently serves on the board of directors for Neighborhood Preservation, Inc. and The Works, Inc., as well as Longleaf Partners Fund. She holds a degree in History and African American Studies from Princeton University.

Berkeley C. Burbank, Chief Executive Officer

Berkeley was named CEO of Alco in 2020. He guides Alco's efforts to build community by providing quality affordable housing for residents of every Alco property and meaningful jobs for every Alco employee. He provides leadership to ensure the company's continued growth and sustainability as an owner, developer, and manager of affordable housing communities.

Berkeley has been active in the development of affordable housing communities since 1995. He joined ALCO's acquisitions and development team in 2006 to manage the financing and redevelopment of many of our communities. He has deep experience working with a broad range of debt and equity sources to make these projects possible, including conventional and FHA mortgage programs, tax exempt bonds, Low Income Housing Tax Credits, and other federal and local housing programs. Berkeley is actively engaged within the affordable housing industry and in his community. He has served on the board of directors of the Frayser Community Development Corporation and the New Ballet Ensemble. He holds a degree in public policy from Stanford University.

Robert D. Hyde, Chief Development Officer, President

After serving as ALCO's outside counsel as a partner in the Memphis law firm Farris Bobango PLC, Robert joined ALCO in 2002 to oversee legal matters, financial structuring of transactions, and recruitment of equity partners. In 2011, Robert became the President of ALCO and is responsible for all aspects of development, acquisition, construction, management and repositioning of ALCO's portfolio of communities. With an accounting degree from the University of Mississippi and a Juris Doctor from the University of Mississippi School of Law, Robert is a Certified Public Accountant (CPA) and a member of the Mississippi and Tennessee Bar Associations.

Nancy Russell, Chief Financial Officer

Nancy joined ALCO as the Chief Financial Officer in 2023. She leads the Accounting and Information Technology teams in their work to support the greater Alco organization and its vision and mission. Nancy brings extensive experience as the Chief Financial Officer of family owned and privately held businesses. She is community focused, having served on the board of directors of Iris Orchestra and Leadership Preparatory Academy. Nancy holds a Bachelor of Science in Accounting from Purdue University and is a Certified Public Accountant. She is a member of the Tennessee Society of Certified Public Accountants and the American Institute of Certified Public Accountants.

Dana P. Patterson, Chief Operating Officer, Sr. Vice President

As Senior Vice President, Dana provides guidance and coordination for ALCO's property operations including property management, compliance, and learning and development. Dana joined ALCO in 2007 as a property accountant after working onsite in multifamily property management since 1999. While at ALCO, she has held leadership positions in both the accounting and asset management departments. Dana holds an undergraduate degree in Business Administration from the University of Memphis and an MBA from Christian Brothers University. Dana is a Certified Professional of Occupancy (CPO) and a Specialist in Housing Credit Management (SHCM) and has served on the Board of Directors with the Apartment Association of Greater Memphis.

M. Stewart Carlin, Vice President - Asset Management

Since joining ALCO as a financial analyst in 1999, Stewart has successfully executed complex recapitalization plans and reduced utility costs through specific programs, as well as leading “green project” initiatives. As Vice President of Asset Management, Stewart develops and executes long-term, performance-enhancing strategies while monitoring budgets, capital requirements and the overall performance of properties across the ALCO portfolio. Stewart holds an undergraduate degree from Vanderbilt University and an MBA in Finance from the University of Memphis.

Thomas Robinson, Vice President - Acquisitions and Development

Since joining Alco in 2014, Thomas has helped the company grow through the acquisition and preservation of affordable apartment communities across the Southeast. He leads the company’s property acquisition efforts from deal sourcing to closing and manages redevelopment projects with a focus on project planning, financing, and regulatory approvals. He has an undergraduate degree from Colorado State University and worked in nonprofit social services in Memphis prior to joining the Alco team.

Frank Z. Jemison, Jr., Founder

Beginning his career in real estate in 1970, Frank established ALCO in 1974, and after 50 years, Frank retired as CEO of ALCO in 2020. His decades of service built the company into a leader in managing apartment communities. His expertise in apartment finance and affordable housing programs resulted in ALCO’s portfolio of affordable housing communities. He graduated with honors in engineering from Princeton University and completed Harvard University’s Smaller Company Management Program. Frank served on the Boards of the Institute for Responsible Housing Preservation and the National Leased Housing Association (NLHA) and numerous Memphis business, religious and charitable boards. Frank continues to contribute to the growth and sustainability of ALCO’s portfolio.

References

Lenders/Investors:

Name: David Payne, Sr. Vice President
Organization: Regions Affordable Housing
Phone: 214-220-6171 e-mail: davidn.payne@regions.com

Name: Amanda Ward, Sr. Vice President
Organization: First Horizon Community Investment Group
Phone: 901-523-4860 e-mail: alward@firsthorizon.com

Name: Tammy Tate, Senior Director
Organization: Dwight Capital
Phone: 865-386-4039 e-mail: tta@dwightcap.com

Public Sector Partners:

Name: Don Watt, Chief Programs Officer
Organization: Tennessee Housing Development Agency
Phone: 615-815-2032 e-mail: dwatt@thda.org

Name: Tracy Thurston, Director Multifamily Programs
Organization: Kentucky Housing Corporation
Phone: 502-564-7630 x707 e-mail: tthurston@kyhousing.org

Contractor & Architect:

Name: Greg Blankenship, CEO
Organization: GSB Contractors, Inc.
Phone: 901-388-9630 e-mail: gsbmemphis@aol.com

Name: Phil Chamberlain, Vice President
Organization: CCMC, LLC
Phone: 901-794-2156 e-mail: pchamberlain@cmconstruct.com

Name: Mitch Hall, Principal
Organization: MMH Hall, Architects/Planners, Inc.
Phone: 901-725-1997 e-mail: mitch@mmhhall.com

Resident Services Agency:

Name: Ephie Ballard Johnson, President/CEO
Organization: Neighborhood Christian Centers, Inc.
Phone: 901-881-6013 e-mail: ephiej@ncclife.org

Name: Brian Harris, CEO
Organization: Wesley Living
Phone: 901-380-4900 e-mail: BHarris@wesleyliving.com

Low Income Housing Tax Credit Development Experience

Well-maintained and sustainable affordable housing benefits the residents, the surrounding neighborhoods, and the broader community. Across the Southeast, many affordable communities are aging and need significant renovations. ALCO preserves affordable apartment communities. We redevelop apartment buildings by providing significant renovations, and we preserve affordability by making long-term commitments to provide quality apartments at affordable rents.

We have a proven track record of working with government agencies, lenders, and investors to navigate the complex financial and planning landscape to successfully preserve these communities. We have successfully redeveloped more than 45 apartment communities, preserving over 5,500 affordable apartment homes.

Active LIHTC Preservation Projects

We are currently working through project financing or are under construction on the preservation of six affordable apartment communities in four states.

Year of Award	Property Name	Location	Units	Tax Credit Investor	Bond Issuer	Lender	Operating Subsidy	Other Funding
2023 - 9%	North Mississippi Portfolio	Baldwyn, Burnsville, and Iuka, MS	90	Regions Bank		Hope Federal Credit Union	Section 8 HAP Contract	HTF
2023 - 4%	Scott Manor Apartments	Sikeston, MO	72	TBD	IDA - Sikeston	Sterling Bank	Section 8 HAP Contract	HOME, HTF
2023 - 4%	Greenbriar Apartments	Memphis, TN	208	First Horizon Community Investment Group	HEHFB - Memphis	Berkadia Commercial Mortgage LLC	Section 8 HAP Contract	PILOT, HOME
2023 - 4%	Fair Oaks Apartments	Little Rock, AR	100	First Horizon Community Investment Group	ADFA	Berkadia Commercial Mortgage LLC	Section 8 HAP Contract	HOME, HTF
2024 - 4%	Pershing Park Apartments	Memphis, TN	160	First Horizon Community Investment Group	HEHFB - Memphis	Dwight Capital	Section 8 HAP Contract	PILOT
2024 - 4%	Harpeth Hills Apartments	Franklin, TN	51	First Horizon Community Investment Group	HEHFB - Franklin	Berkadia Commercial Mortgage LLC	Section 8 HAP Contract	
6	Developments		681	Units				



File #: 21-01290

DATE: November 19, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO

SUBJECT:

*Consideration Of COF Contract No. 2024-0269, As Amended, With The Cool Springs Conference Center Designating The Conference Center As A Subrecipient Of American Rescue Plan Act Grant Funds

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Amended COF Contract No. 2024-0269 an agreement between the City and the Cool Springs Conference Center designating the Conference Center as a subrecipient of American Rescue Plan Act (ARPA) grant funds.

BACKGROUND/STAFF COMMENTS:

On October 8, 2024, the Board of Mayor and Aldermen approved COF Contract No. 2024-0269 as required to obligate funds under the ARPA Grant Program final rules dated February 28, 2022. The operator for the Cool Springs Conference Center, Chartwell Hospitality, has requested the entity name and signatory for the grant agreement be amended to the name of their corporate entity (Carothers Hotel Partners, LLC) that executed COF Contract No. 2018-0211, Assignment and Assumption of Conference Center Operating Agreement, on November 1, 2018.

FINANCIAL IMPACT:

Approval of the amended agreement will allow for execution of the grant agreement that is required under rules of the federal American Rescue Plan grant program.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amended COF Contract No. 2024-0269.

**AGREEMENT BETWEEN THE CITY OF FRANKLIN, TENNESSEE AND
THE COOL SPRINGS CONFERENCE CENTER DESIGNATING
THE CONFERENCE CENTER AS A SUBRECIPIENT OF AMERICAN RESCUE PLAN ACT
GRANT FUNDS
COF Contract No. 2024-0269**

This AGREEMENT (“Agreement”) is made and entered into pursuant to Tennessee law by and between the City of Franklin, Tennessee, (hereinafter, “City”) and the Cool Springs Conference Center, a joint venture between the City of Franklin, Tennessee and Williamson City, Tennessee, (hereinafter “Conference Center”), designating the Conference Center as a subrecipient of a portion of the City’s allocation of American Rescue Plan Act (hereinafter “ARPA”) grant funds.

WHEREAS, the City has received a direct allocation of ARPA grant funds in the total amount of \$9,253,841.00; and

WHEREAS, the final rule as stated in the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds dated February 28, 2022, establishes criteria for eligible uses of ARPA funds, including subrecipient eligibility; and

WHEREAS, on April 1, 2022, the final rule for the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund (hereinafter, “SLFRF”) program issued by the U. S. Department of the Treasury (hereinafter “Treasury”) became effective; and

WHEREAS, the Conference Center has requested funding in an amount not to exceed \$1,200,000 from the City’s ARPA allocation for the eligible purpose of soft goods renovation; and

WHEREAS, the City has determined it is a proper use of its ARPA grant funds to assist the Conference Center in its soft goods renovation; and

WHEREAS, Carothers Hotel Partners, LLC d/b/a Marriott Franklin and Cool Springs Conference Center is the legal entity to approve this Agreement on behalf of the Conference Center.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. PROJECT DESCRIPTION

The Conference Center shall use the ARPA funds for soft goods renovation to the conference center. *Not to exceed \$1,200,000 from ARPA funds.*

2. CREATION OF SEPARATE ENTITY.

This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances. All renovation described above and funded by ARPA funds shall occur on Conference Center property owned by the joint venture.

3. TERM.

This Agreement shall become effective on the date it is fully executed and shall expire no later than December 31, 2026, which is the expiration date of the ARPA program. Should the United States Congress extend the term of the ARPA program, the two parties may consider extension of the term of this agreement

as permitted by the Treasury.

4. **NO THIRD-PARTY BENEFICIARIES.**

There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

5. **NOTICE.**

All notices under this Agreement shall be given in writing, addressed to the following persons:

To: City of Franklin, Tennessee
Attn: City Administrator
109 3rd Avenue South
Franklin, TN 37064

With a copy to:
City Attorney
Law Department
109 3rd Avenue South
Franklin, TN 37064

To: Cool Springs Conference Center
Attn: Carothers Hotel Partners, LLC
5000 Meridian Blvd, Suite 750
Franklin, TN 37067

Written notices shall be deemed received three days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

6. **RESPONSIBILITIES OF THE CONFERENCE CENTER AS THE GRANT SUBRECIPIENT.** The

Conference Center expressly acknowledges itself as a subrecipient of the City's ARPA grant allocation and agrees to follow all requirements of the Treasury, including but not limited to the stipulations below:

- a. Agrees to meet any and all compliance requirements for use of SLFRF funds as required by the United States Treasury.
- b. Agrees to satisfy any and all reporting and record keeping requirements for expenditures of SLFRF funds.
- c. Is subject to an audit pursuant to the Single Audit Act and any other audits as required by the United States Treasury for subrecipients of SLFRF funds. The Conference Center shall pay expenses required to meet all federal auditing requirements.

7. **PROCEDURE FOR DISTRIBUTION OF FUNDS.**

The City shall reimburse the Conference Center following payment by the Conference Center for each portion of the soft goods renovation. The Vice President of Hotel Operations for Carothers Hotel Partners, LLC or General Manager of the Franklin Marriott shall submit a signed cover letter to the City Administrator requesting reimbursement in an amount not to exceed the requested amount. The letter should be accompanied by copies of the invoice and documentation of payment from the Conference Center to the provider of the soft goods renovation. The City shall promptly reimburse the Conference Center following receipt of the completed payment application.

8. **MISCELLANEOUS.**

a. **Relationship**

In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended or construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to the Agreement.

b. **Binding**

This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.

c. **Severability**

The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

d. **Specific Performance.**

The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual agencies shall, in addition to such other remedies as may be available to them at law and equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

e. **Cooperation.**

The parties agree to cooperate fully in order to successfully execute the terms and conditions of the Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

f. **Assignment.**

The rights and obligations of this Agreement are not assignable. If the Conference Center property is sold or if the Conference Center ceases to legally exist, the ARPA grant funding does not transfer with property.

g. **Law/Venue.**

This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

h. **Entire Agreement.**

This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

City of Franklin, Tennessee

**Cool Springs Conference Center
Carothers Hotel Partners, LLC
a Delaware Limited Liability Company**

By: _____
Dr. Ken Moore

By: _____
William M. Dickerson
Authorized Manager

Date: _____

Date: _____

Approved to as to form and legality:

Approved to as to form and legality:

Shauna Billingsley, City Attorney

Kim Brown, Member, Sherrard Roe Voight &
Harbison, PLC (SRVH)



City of Franklin

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

File #: 21-01317

DATE: December 2, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Glenn Johnson, Fire Chief

SUBJECT:

*Consideration Of Resolution 2024-109, A Resolution Authorizing The Pre-Ordering Of Fire Apparatus In Advance Of The Fiscal Year In Which They Will Be Appropriated

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-109 authorizing the ordering of fire apparatus in advance of the fiscal year in which they will be appropriated.

BACKGROUND/STAFF COMMENTS:

The current delivery period for fire apparatus following placement of the order is approximately 36 months. This resolution allows for ordering three pieces of replacement fire apparatus before the end of calendar year 2024, which will lock in the current prices. (Costs for apparatus routinely increase 4%-6% annually.)

FINANCIAL IMPACT:

Staff requests to order the replacement fire apparatus below:

Engine 4 (Replacement of Ladder 4) in the est. amount of \$1,096,220
Engine 8 (Replacement of Ladder 8) in the est. amount of \$1,096,220
Ladder 5 (Replacement of Ladder 5) in the est. amount of \$1,650,663
Estimated total cost of order \$3,843,103 (2024 prices)

Funding is anticipated to be secured from proceeds of a General Obligation Bond to be issued in 2026. Expenses will be recorded in the fiscal year in which the apparatus are delivered to the City, which should be FY 2028 given the 36 month delivery period.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-109.

RESOLUTION 2024-109

A RESOLUTION AUTHORIZING THE PRE-ORDERING OF FIRE APPARATUS IN ADVANCE OF THE FISCAL YEAR IN WHICH THEY WILL BE APPROPRIATED

WHEREAS, the City of Franklin desires to maintain an efficient and cost-effective fleet for the Franklin Fire Department; and

WHEREAS, the City of Franklin Fire Department wishes to order two engines and one ladder truck prior to January 2025 due to an expected cost increase between 4% and 6% in calendar year 2025, equating to an increase of approximately \$150,000 and \$230,000; and

WHEREAS, it is anticipated that the delivery date will be thirty-six months after order date; and

WHEREAS, it is anticipated that the three apparatus will be purchased in fiscal year 2028 via a general obligation bond issue.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen for the City of Franklin as follows:

SECTION I: The Board of Mayor and Aldermen authorizes the City Administrator to pre-order this necessary replacement equipment that includes two engines and one ladder truck prior to the year in which they will be appropriated.

SECTION II: The Board of Mayor and Aldermen desire to pay for the purchase of these pieces of equipment to be delivered in fiscal year 2028.

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

IT IS SO RESOLVED AND DONE on this ___ day of _____, 2024.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

Angie Skarp
City Recorder

By: _____

Dr. Ken Moore
Mayor

Approved as to Form

By: _____

William E. Squires
Assistant City Attorney

Fire Apparatus Replacement for Order in Late December 2024

	Delivery Date	Amount	Year of Current Model
Engine 4	36 mo. from order date	\$1,096,220	Ladder 4- 2013
Ladder 5	36 mo. from order date	\$1,650,663	2015
Engine 8	36 mo. from order date	<u>\$1,096,220</u>	Ladder 8- 2015
Total		\$3,843,103	

Engines 4 and 8 are replacements of Ladders 4 and 8.

Prices above are listed from fall 2024. They are expected to increase 4%-6% in January 2025 (\$153,724-\$230,586).

Funding is anticipated from a General Obligation Bond to be issued in 2026.



City of Franklin

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

File #: 21-0648

DATE: December 3, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Joseph Bryan, Principal Planner

SUBJECT:

*Consideration Of Resolution 2024-81, A Resolution Amending The Haven At Cool Springs PUD Subdivision To Extend The Vested Rights, For The Property Located North Of Cool Springs Boulevard And East Of Mack Hatcher Parkway, Located At 151 Cool Springs Boulevard
FMPC 9/26/24, 8-0
WS 10/8/24

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Municipal Planning Commission (FMPC) and Board of Mayor and Aldermen (BOMA) concerning a vesting extension request for the Haven At Cool Springs PUD Subdivision.

BACKGROUND/STAFF COMMENTS:

VESTED PROPERTY RIGHTS INFORMATION

State Law establishes vested property rights. It states that a vested property right is established with the approval of an entitling document (in this case a Development Plan), and during a defined vesting period, the locally adopted development standards which are in effect on the date of approval shall remain the development standards applicable to that property during the vesting period.

The law describes the vesting period as beginning with a three-year time frame during which an applicant must secure final approval of the plan (in this case a site plan), secure any necessary permits, and begin site preparation. Should the project meet these three requirements, the vesting period is extended for an additional two years. Within these two years, an applicant must begin construction and maintain any necessary permits. If a project gets to this point, and begins construction on at least one building, the vesting period is extended for a total of 10 years for single-phase projects or 15 years for multiphase projects. This 10-15 year time period is measured from the original approval date of the entitling document, which in this case is the date the BOMA approved the Development Plan.

THE REQUEST

The request is to extend the vesting period for two years, December 14, 2024 until December 14,

2026, to allow the applicant to secure any necessary permits and commence site preparation.

APPROVAL HISTORY AND PROJECT DESCRIPTION

The development plan for the Haven at Cool Springs PUD was approved by BOMA on December 14, 2021. The plan includes 39.44 DUA and 8,595 square feet of nonresidential space for a site that is composed of 7.53 acres. Staff recommended approval, with conditions, of the overall Development Plan. BOMA approved the Development Plan by a vote of 8-0.

CURRENT STATUS

This plan is within the first three-year period and is vested until December 14, 2024. The applicant has an approved site plan for the property, but it has not yet pulled any permits for the site.

VESTING IMPACTS

If the vesting period is not extended, the project entitlements would cease to exist, stop work orders would be issued, if applicable. A new development would need to be approved and would be reviewed against the current local development standards.

In reviewing the plan against the current City regulations, the current plan generally complies with today's Zoning Ordinance. The differences in today's Zoning Ordinance versus their vested Ordinance (12/8/2020) are minor, and could be incorporated into the design without major changes to the plan. A new parkland agreement would need to be approved for any new plan. Additionally, this specific property has a shared responsibility with those at 201 and 101 Cool Springs Boulevard for constructing the fourth leg of the Windcross Court and Cool Springs Boulevard intersection, as well as providing cross-connection between these two parcels. These improvements and cross-connections would need to be shown in any new plan for this property. For water capacity, the SFUE is shown as 223 SFUE. As it stands today, the capacity is accounted for in the studies that have been completed.

The development plan does not comply with today's Envision Franklin, adopted in May 2024. Today's Envision Franklin still places this property in Regional Commerce, but limits the height on this stretch of Cool Springs Boulevard to only four stories, as per Appendix E, Interstate Corridor Building Heights. The current plan is approved for 6 stories. In comparison, the approved project to the east, at 201 Cool Springs Boulevard, has a maximum height of four stories (70 feet). While the building height of 6 stories complies with today's Zoning Ordinance, staff is preparing a Zoning Ordinance and Map amendment to rezone properties in this area that are currently zoned RC-6 to a newly proposed RC-4 zoning district, as directed by the FMPC and BOMA at a recent Joint Conceptual Workshop. While this change does not directly affect this property as it is zoned PD, it does affect nearby properties.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Franklin Municipal Planning Commission recommends approval of Resolution 2024-81 by a vote of 8-0.

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-81, if it is determined that it is in the best interest of the community.

RESOLUTION 2024-81

A RESOLUTION AMENDING THE HAVEN AT COOL SPRINGS PUD SUBDIVISION TO EXTEND THE VESTED RIGHTS, FOR THE PROPERTY LOCATED NORTH OF COOL SPRINGS BOULEVARD AND EAST OF MACK HATCHER PARKWAY, LOCATED AT 151 COOL SPRINGS BOULEVARD

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, has approved the zoning for the property as part of Ordinance 2021-46; and

WHEREAS, BOMA has approved the Planned Unit Development for the property as part of Resolution 2021-154; and

WHEREAS, in accordance with the provisions of the City of Franklin, Tennessee, Zoning Ordinance, and as required by *Tennessee Code Annotated* (T.C.A.) § 13-4-310, as amended, the approval of the Development Plan by the BOMA initiates a vesting period during which the development standards adopted by the City and in effect on the date of approval; and

WHEREAS, T.C.A. § 13-4-310 (d) (1) states that the vesting period applicable to a development plan shall be a period of three (3) years, beginning on the date of the local government's approval of the preliminary development plan; provided, that the applicant obtains local government secures any necessary permits and commences site preparation within the vesting period; and

WHEREAS, the Haven at Cool Springs PUD vesting period began on December 14, 2021 and is set to expire on December 14, 2024, and the applicant has not yet secured site permits nor began site preparation; and

WHEREAS, T.C.A. § 13-4-310 (h) states that an amendment to an approved development plan by the developer must be approved by the local government to retain the protections of the vested property right, and a vested property right shall not terminate if the local government determines, in writing, that it is in the best interest of the community to allow the development to proceed under the amended plan without terminating the vested property right;

WHEREAS, the *Franklin Zoning Ordinance* § 2.4.2 (16) states that upon the expiration of a vesting period for a Development Plan, construction may not proceed unless a new Development Plan is approved by the BOMA that meets all development standards in effect at the time of approval for portions of the project not already constructed or under construction or, alternatively, the BOMA may grant an extension of the vesting period if it determines, in writing, that it is in the best interest of the community to allow the development to proceed without terminating the vested property right; and

WHEREAS, the applicant has requested an extension of the vesting period for two years, until December 14, 2026.

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

SECTION I. That the legal description of the property included in the Development Plan is as follows:

PREMISES CONSIDERED

Map-Parcel	Acres
62-45.05	7.53
Total	7.53

SECTION II. That the attached Location Map and Survey shall serve the purpose of further delineating the geographical boundaries as described by this Resolution.

SECTION III. That the overall entitlements for the Haven at Cool Springs PUD Subdivision, as outlined below and through Exhibit A, are as follows:

Entitlements	Haven at Cool Springs PUD
Base Zone District	PD 39.44/8,595
Other Zoning Overlays	FFO, FWO
Number of Dwelling Units	297
Number of Nonresidential Square Footage	8,595
Number of Hotel Rooms	n/a
Open Space Requirements	15%
Number of Phases in Development	1

SECTION IV. That the original vesting period was initiated on December 14, 2021 and was set to expire on December 14, 2024. The amended development plan will now have until December 14, 2026 to secure permits and begin site preparation. If these requirements are met, then the vesting period shall be extended an additional two (2) years to commence construction and maintain any necessary permits to remain vested.

SECTION V. That the total vesting period of ten years shall not be extended. If construction commences during this extended vesting period, the development standards applicable during the vesting period shall remain in effect until the local government has certified final completion of the development or project; provided, the total vesting period for the project shall not exceed 10 years from the date of the original approval of the preliminary development plan December 14, 2021 and shall remain at December 14, 2031.

SECTION VI. That the Development Plan, the exhibits accompanying the Development Plan, and all conditions and restrictions placed upon the originally Development Plan by the Franklin Municipal Planning Commission and this Board shall be made a part of this Resolution as though copied verbatim herein, and that a permanent record of the Development Plan, the exhibits accompanying the Development Plan, and all such conditions and restrictions shall be kept in the Franklin Planning and Sustainability Department.

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

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2024.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PUBLIC HEARING HELD:

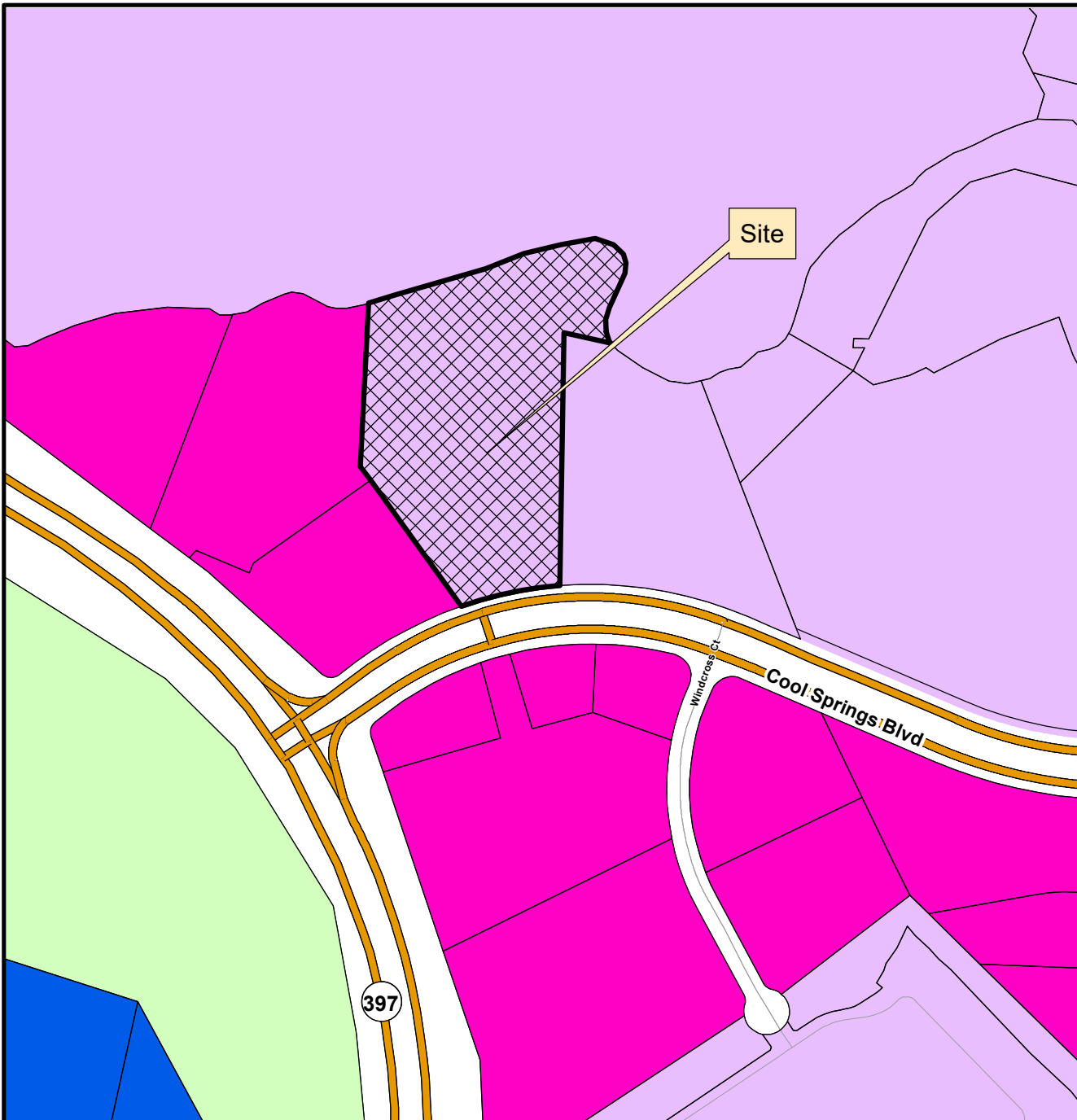
HAVEN AT COOL SPRINGS PUD SUBDIVISION VESTING EXTENSION RESOLUTION 2024-81

Project Information

Existing Zoning: PD 39.44/8,595
Overlay Districts: FFO, FWO
Total Dwelling Units: 297
Total Nonresidential: 8,595 SF
Site Acreage: 7.53 acres

Legend

-  Haven at Cool Springs PUD
-  AG Agricultural District
-  ER Estate Residential District
-  R1 Residential 1 District
-  R2 Residential 2 District
-  R3 Residential 3 District
-  R4 Residential 4 District
-  R6 Residential 6 District
-  MR Mixed Residential District
-  PD Planned District
-  OR Office Residential District
-  CI Civic Institutional District
-  NC Neighborhood Commercial
-  CC Central Commercial District
-  DD Downtown District
-  1ST Avenue District
-  5TH Avenue District
-  RC6 Regional Commerce 6 District
-  RC12 Regional Commerce 12 District
-  GO General Office District
-  LI Light Industrial District
-  HI Heavy Industrial District



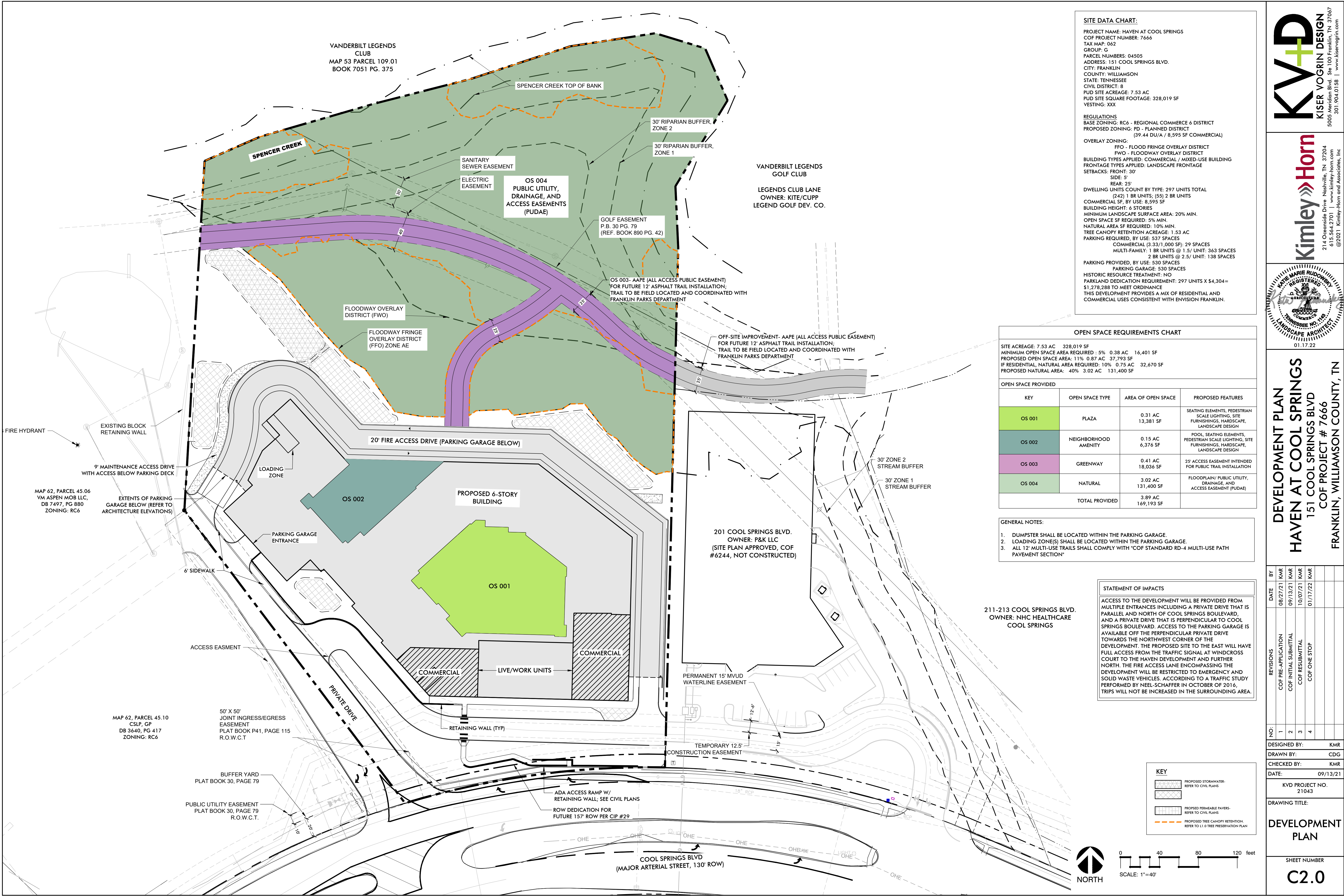
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Feet



HISTORIC
FRANKLIN
TENNESSEE



SITE DATA CHART:

PROJECT NAME: HAVEN AT COOL SPRINGS
COF PROJECT NUMBER: 7666
TAX MAP: 062
GROUP: G
PARCEL NUMBERS: 04505
ADDRESS: 151 COOL SPRINGS BLVD.
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8
PUD SITE ACREAGE: 7.53 AC
PUD SITE SQUARE FOOTAGE: 328,019 SF
VESTING: XXX

REGULATIONS
BASE ZONING: RC6 - REGIONAL COMMERCE 6 DISTRICT
PROPOSED ZONING: PD - PLANNED DISTRICT
(39.44 DU/A / 8,595 SF COMMERCIAL)

OVERLAY ZONING:
FFO - FLOOD FRINGE OVERLAY DISTRICT
FWO - FLOODWAY OVERLAY DISTRICT

BUILDING TYPES APPLIED: COMMERCIAL / MIXED-USE BUILDING
FRONTAGE TYPES APPLIED: LANDSCAPE FRONTAGE
SETBACKS: FRONT: 30'
SIDE: 5'
REAR: 25'

DWELLING UNITS COUNT BY TYPE: 297 UNITS TOTAL
(242) 1 BR UNITS; (55) 2 BR UNITS
COMMERCIAL SF, BY USE: 8,595 SF
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PARKLAND DEDICATION REQUIREMENT: 297 UNITS X \$4,304= \$1,278,288 TO MEET ORDINANCE
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TOTAL PROVIDED		3.89 AC 169,193 SF	

GENERAL NOTES:
1. DUMPSTER SHALL BE LOCATED WITHIN THE PARKING GARAGE.
2. LOADING ZONE(S) SHALL BE LOCATED WITHIN THE PARKING GARAGE.
3. ALL 12' MULTI-USE TRAILS SHALL COMPLY WITH "COF STANDARD RD-4 MULTI-USE PATH PAVEMENT SECTION"

STATEMENT OF IMPACTS

ACCESS TO THE DEVELOPMENT WILL BE PROVIDED FROM MULTIPLE ENTRANCES INCLUDING A PRIVATE DRIVE THAT IS PARALLEL AND NORTH OF COOL SPRINGS BOULEVARD, AND A PRIVATE DRIVE THAT IS PERPENDICULAR TO COOL SPRINGS BOULEVARD. ACCESS TO THE PARKING GARAGE IS AVAILABLE OFF THE PERPENDICULAR PRIVATE DRIVE TOWARDS THE NORTHWEST CORNER OF THE DEVELOPMENT. THE PROPOSED SITE TO THE EAST WILL HAVE FULL ACCESS FROM THE TRAFFIC SIGNAL AT WINDCROSS COURT TO THE HAVEN DEVELOPMENT AND FURTHER NORTH. THE FIRE ACCESS LANE ENCOMPASSING THE DEVELOPMENT WILL BE RESTRICTED TO EMERGENCY AND SOLID WASTE VEHICLES. ACCORDING TO A TRAFFIC STUDY PERFORMED BY NEEL-SCHAFER IN OCTOBER OF 2016, TRIPS WILL NOT BE INCREASED IN THE SURROUNDING AREA.

KVD
KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste 100 Franklin, TN 37067
301.904.0158 | www.kiservogrin.com

Kimley-Horn
214 Occanee Drive Nashville, TN 37204
615.564.2701 | www.kimley-horn.com
©2021 Kimley-Horn and Associates, Inc

REGISTERED PROFESSIONAL ENGINEER
KACIE MARIE RUDY
Tennessee No. 19
LANDSCAPE ARCHITECT
01.17.22

DEVELOPMENT PLAN
HAVEN AT COOL SPRINGS
151 COOL SPRINGS BLVD
COF PROJECT # 7666
FRANKLIN, WILLIAMSON COUNTY, TN

REVISIONS	NO.	DATE	BY
COF PRE-APPLICATION	1	08/27/21	KMR
COF INITIAL SUBMITTAL	2	09/13/21	KMR
COF RESUBMITTAL	3	10/07/21	KMR
COF ONE STOP	4	01/17/22	KMR

DESIGNED BY: KMR
DRAWN BY: CDG
CHECKED BY: KMR
DATE: 09/13/21

KVD PROJECT NO. 21043

DRAWING TITLE: **DEVELOPMENT PLAN**

SHEET NUMBER **C2.0**

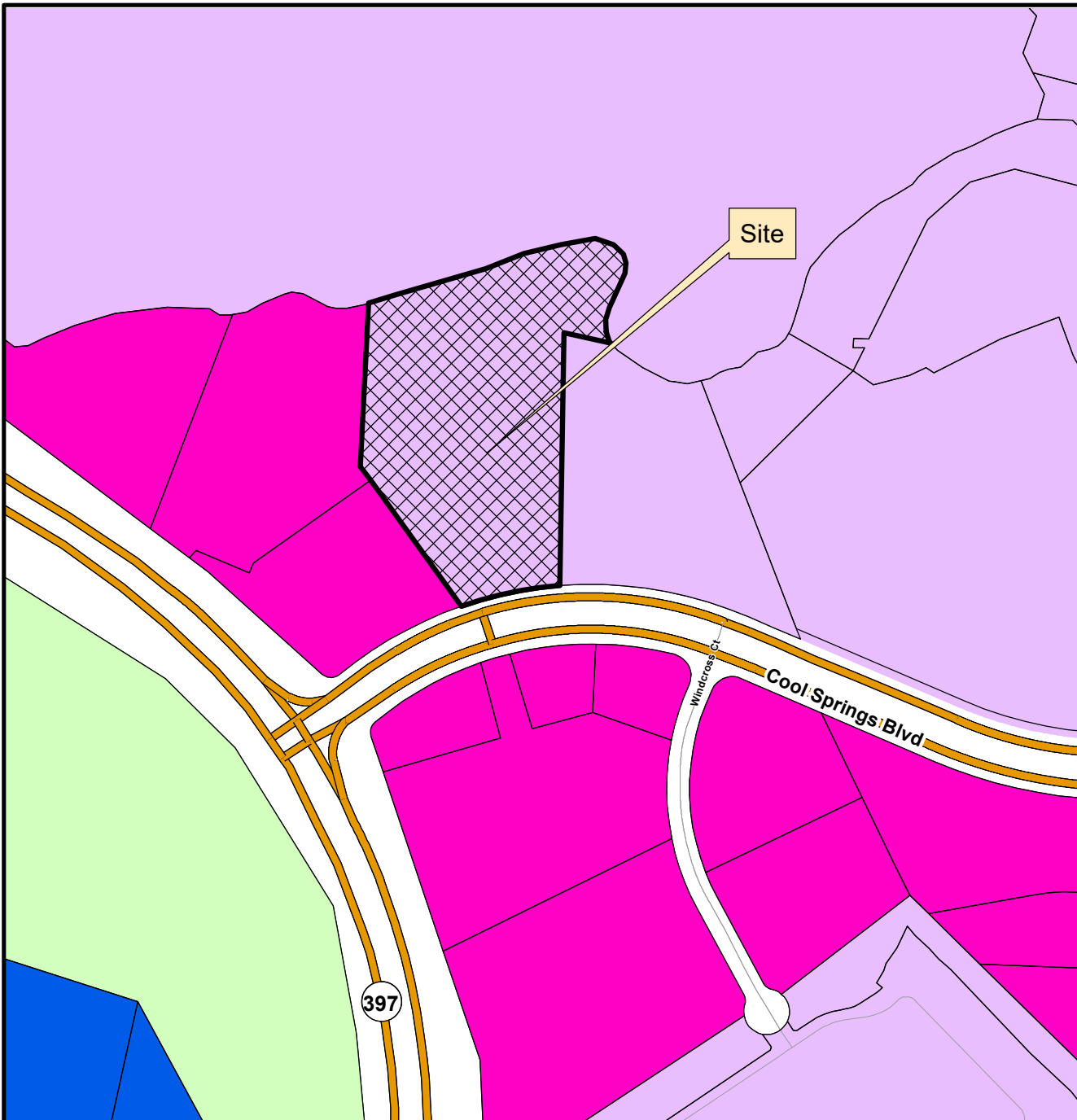
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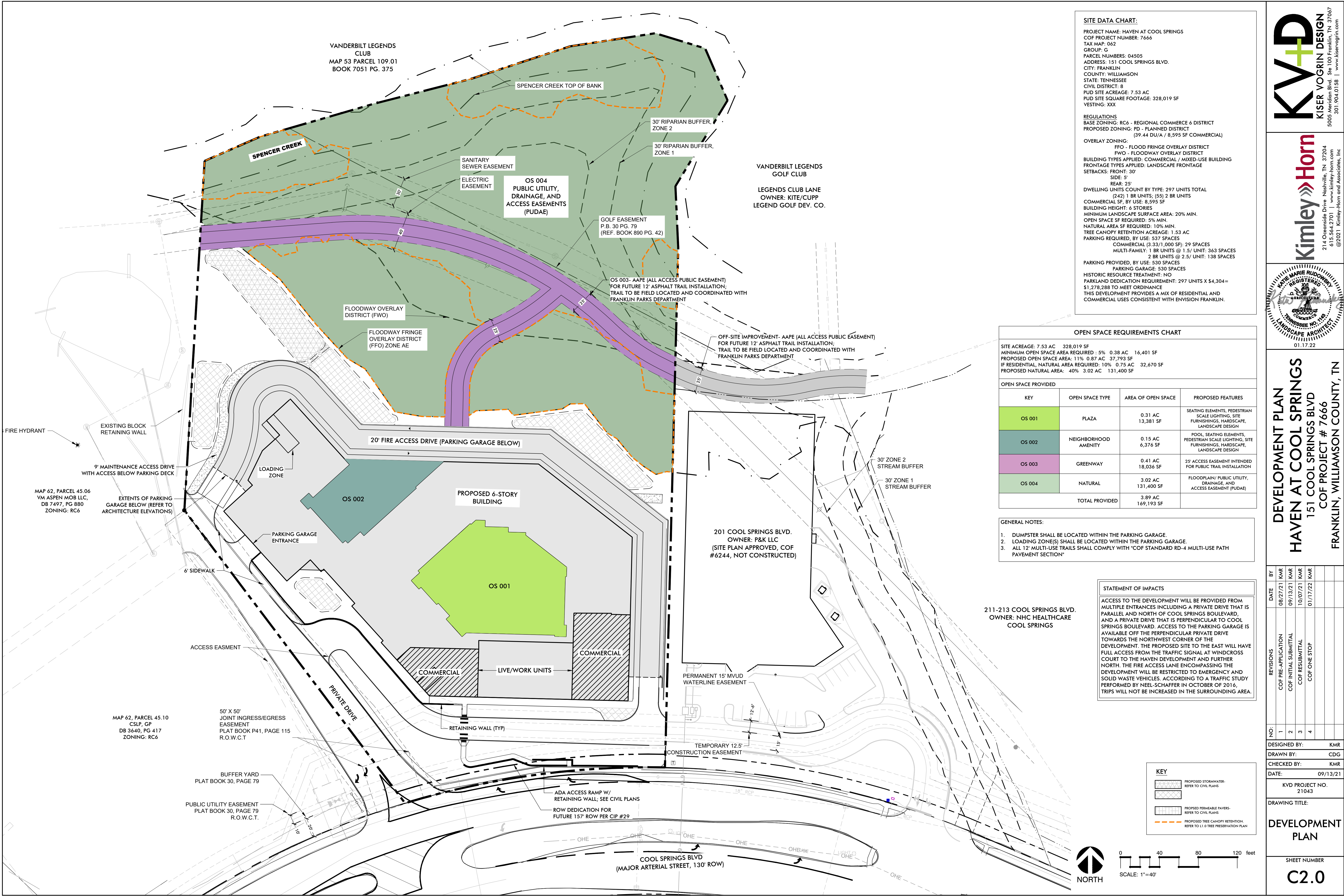
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KEY
[Symbol] PROPOSED STORMWATER- REFER TO CIVIL PLANS
[Symbol] PROPOSED PERMEABLE PAVERS- REFER TO CIVIL PLANS
[Symbol] PROPOSED TREE CANOPY RETENTION- REFER TO L.I.O TREE PRESERVATION PLAN

0 40 80 120 feet
SCALE: 1"=40'

HAVEN AT COOL SPRINGS, LLC
3200 Southwest Freeway, Suite 1870
Houston, TX 77027

July 22, 2024

City of Franklin
Planning and Sustainability Department
109 Third Avenue South
Franklin, TN 37064

RE: COF #7666, Haven at Cool Springs PUD Development Plan

To Whom It May Concern:

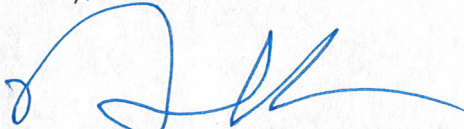
Please consider this our formal request to extend the vesting rights of the Haven at Cool Springs PUD Development Plan (COF #7666), which was initially approved by BOMA on December 13, 2021.

The approved plans are set to expire on December 13, 2024. We request that a 2 year extension be granted for this plan, such that the expiration date would be extended to December 13, 2026.

This request is due to unforeseen circumstances in the current market. The combination of record inflation and rise in interest rates has delayed our ability to close on the construction financing for the project. We are continuing to pursue the construction financing in earnest and are fully committed to breaking ground as soon as we successfully achieve financial close.

We appreciate your consideration of this vesting extension request and can be reached at the contact information below to address any further questions or concerns you may have.

Sincerely,



Richard Owen
Authorized Signatory, Haven at Cool Springs, LLC
E: rowen@ascendantdevco.com
P: 713.600.9390
3700 Southwest Freeway, Suite 1870
Houston, TX 77027

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of Mayor and Aldermen of the City of Franklin, Tennessee, on Tuesday, November 12, 2024, will hold a Public Hearing at 7:00 p.m. in the City Hall Board Room, 109 Third Avenue South, Franklin, Tennessee, Concerning Resolution 2024-81, A Resolution Amending The Haven At Cool Springs PUD Subdivision To Extend The Vested Rights, For The Property Located North Of Cool Springs Boulevard And East Of Mack Hatcher Parkway, Located At 151 Cool Springs Boulevard.

The complete text of these items are also on file at the Office of the City Administrator, City Hall, and may be inspected there between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. All interested persons are encouraged to attend the public hearing and will be permitted to express their opinions concerning the passage of this item.

Respectfully submitted,

**Cayce Anderson
Deputy City Recorder**

From: [Katie Rudowsky](#)
To: [Amy Diaz-Barriga](#); [Joseph Bryan](#)
Cc: [Dwight Kiser](#)
Subject: Haven at Cool Springs Development Plan (COF #7666)
Date: Thursday, October 10, 2024 4:57:39 PM
Attachments: [image001.png](#)

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Amy and Joey,

We would like to defer the Public Hearing for the vesting extension request for the Haven at Cool Springs PUD Development Plan, COF #7666. We understand that the vesting expires December 13, 2024. Would we be able to defer to the December 10, 2024 hearing without issue so close to the expiration date?

Katie Rudowsky Garrett, PLA
Partner | Landscape Architect
M: 301.904.0158





File #: 21-01221

DATE: November 15, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Andrew Orr, Long Range Planning Supervisor

SUBJECT:

*Consideration Of Amendment 1 To COF Contract No. 2011-0156, With Energy Source Partners And The City Of Franklin For Solar Services And Site Lease Agreement
WS 8/27/24; 9/24/24

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the proposed 200 kW expansion.

BACKGROUND/STAFF COMMENTS:

Throughout 2024, the Sustainability Commission has been coordinating with Energy Source Partners on the potential expansion of the 200 kW array at the City's Water Reclamation Facility located at 135 Claude Yates Drive. This municipal facility serves as the City's largest consumer of electricity which equates to approximately \$1.4 million in energy expenditures each year. City staff and Energy Source Partners have collaborated on a contract amendment that would expand the leased premises to support a total of up to 1.5 MW of solar and battery storage. The proposed contract amendment will replace and upgrade the existing panels that were installed in 2012, expand the leased premises from one acre to approximately 4.22 acres, provide battery storage to reduce the peak demand, and use the additional electricity generated to feed plant operations rather than going into the electric grid. The contract would also extend the length of the contract to twenty years from the date of commercial operation.

The additional 1.3 MW of solar panels to be installed would feed plant operations with a revenue split of 80/20 in favor of Energy Source Partners until Energy Source Partners is able to recoup all of their project costs, known as the Investment Return Amount, which is estimated to occur approximately ten years after project completion. Thereafter, the City and Energy Source Partners would share 50/50 in the savings. Energy Source Partners proposes to install energy monitoring software that will measure monthly solar production and demand charge reduction and apply the Middle Tennessee Electric (MTE) rates for the 80/20 split until the Investment Return Amount has been reached.

Currently, the power generated from the 200 kW solar array is sold to the Tennessee Valley Authority (TVA). Approximately seven years remain on that contract and the City and Energy Source Partners

intend to fulfill the contract terms whereby the City will keep 20% of the revenue and Energy Source Partners will keep 80% until the Investment Return Amount has been reached. At the end of the TVA contract in 2032, the option exists to utilize that power for plant operations.

The contract also includes a provision for the electrical plans to undergo a peer review by a consultant of the City's choosing prior to submitting permit applications to the City of Franklin. This added step will help ensure project integrity and also identify any value-added engineering. A solar pollinator garden has also been proposed on a suitable portion of the land closest to the existing plant operations for the intent of providing habitat, beauty, and reduced maintenance in the leased area.

FINANCIAL IMPACT:

It is anticipated the City of Franklin will reduce electricity expenditures at the water reclamation facility by about \$4 Million over the next twenty years.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2011-0156.



Approximate
Expansion Area

Pollinator Garden Area

Project Summary

City of Franklin Wastewater Treatment Plant Solar & Battery Storage Energy Reduction Plan

- Amends the Existing Solar Project Contract between the City of Franklin and Energy Source Partners, LLC, to include a 1.5 MW Solar Array and 0.5 MW Battery Storage Project.
- The City of Franklin's existing 200 kW Solar Project will be completely rebuilt with new Solar Panels & Solar Inverters at no expense to the City of Franklin.
- Commitment to source American-made equipment and Buy American. Energy Source Partners, LLC, will construct, operate, and maintain this Solar & Battery Reduction Project at no cost to the City of Franklin.
- Use of Davis-Bacon wage rates for all employees.
- The City of Franklin currently expends approximately \$150,000 per month for electricity to run the WWTP. This Solar & Battery Energy Reduction Plan will reduce that expenditure by 20% to 25% per year.
- Battery Storage will be a flexible, long-duration, energy storage application. The Project will use flow battery technology that is different and superior to lithium-ion battery technology for large applications. Flow batteries do not produce a fire-hazard and are designed to last 20 years or more.
- Energy Reduction Plan for Revenue Generation over 20 Years to the City of Franklin.

1. 200 kW Existing Solar System	\$480,000.00
2. 1.25 MW New Solar System	\$2,375,000.00
3. 240 kW Solar and 500 kW Batteries	<u>\$1,465,000.00</u>

TOTAL CITY OF FRANKLIN ENERGY SAVINGS* \$4,320,000.00

*Total does not anticipate additional cost savings of 3% per year for TVA's electricity cost increases.

AMENDMENT NO.1 TO COF CONTRACT NO. 2011-0156

**ENERGY SOURCE PARTNERS
THE CITY OF FRANKLIN
SOLAR SERVICES AND SITE LEASE AGREEMENT**

THIS AMENDMENT NO.1 TO COF CONTRACT NO. 2011-0156 TO ENERGY SOURCE PARTNERS THE CITY OF FRANKLIN SOLAR SERVICES AND SITE LEASE AGREEMENT (this “Amendment”) is made as of this ____ day of ____, 2024 by and between the City of Franklin, a Tennessee municipal corporation (the “City”), and Energy Source Partners LLC, a Tennessee limited liability company (“ESP”), each individually a “Party” and together the “Parties.”

WHEREAS, the City and ESP are parties to that certain contract, COF CONTRACT NO. 2011-0156 Energy Source Partners The City of Franklin Solar Services and Site Lease Agreement dated December 13, 2011 (the “Existing Agreement”);

WHEREAS, pursuant to the Existing Agreement, ESP installed and has been operating and maintaining an approximately 200kW electricity grid-connected photovoltaic solar power system in accordance with the terms and specifications set forth in the Existing Agreement (the “Existing Facility”) on the Site (as defined in the Existing Agreement); and

WHEREAS, the Parties desire to amend the Existing Agreement to (a) expand the Site, (b) lengthen the term of the Existing Agreement, (c) provide for ESP to install, operate and maintain a new approximately 200kW generating facility on the Site to replace the Existing Facility (the “Replacement Facility”) and (d) provide for ESP to install, operate and maintain a new approximately 1,300,000 kW generating facility on the Site which shall not be grid-connected but which shall connect directly to the City operations adjacent to the Site and which shall include batteries for power storage (the “Expansion Facility”).

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Expansion of Site and Leased Premises. As used in the Existing Agreement and in this Agreement, the term “Site” and “Leased Premises” shall mean the City property more particularly described on Exhibit A attached to this Amendment.

2. Extension of Term. The Term of the Existing Agreement is hereby extended to continue through the twentieth (20th) anniversary of the Expansion Facility Commercial Operation Date. As used in this Amendment, “Expansion Facility Commercial Operation Date” means the date on which the Parties mutually agree that the Expansion Facility has achieved Commercial Operation as such term is defined in the Existing Agreement as amended by this Amendment.

3. Existing Facility. With respect to the Existing Facility, the Parties shall continue to comply with the Existing Agreement as in effect on the date of this Amendment as amended by Sections 1, 2 and 3 (but not any other sections) of this Amendment until the Replacement Facility Commercial Operation Date.

As used in this Amendment, Replacement Facility Commercial Operation Date means the date on which the Parties mutually agree that the Replacement Facility has achieved Commercial Operation as such term is defined in the Existing Agreement as amended by this Amendment. In applying this Section 3, the term “Generating Facility” in the Existing Agreement shall be deemed to mean the Existing Facility. For the avoidance of doubt, the amendments in Section 12 of this Amendment shall not apply in the application of this Section 3.

4. Installation of the Replacement Facility. Within the time frame contemplated by Section 10 of this Amendment, ESP shall construct and install the Replacement Facility in accordance with plans and specifications that are prepared by ESP in accordance with the design protocols set forth on Exhibit B attached to this Amendment and that are agreed to and approved by the City, including the City of Franklin Building and Neighborhood Services Department, the Water Management Director and a third party chosen by the City (“the “Replacement Facility Plans”) and in accordance with the requirements of Section 5 of the Existing Agreement in effect immediately before the date of this Amendment to the extent the requirements of such Section 5 are not inconsistent with the Replacement Facility Plans. Prior to construction of the Replacement Facility, ESP shall obtain all necessary permits from the City of Franklin Building and Neighborhood Services Department.

5. Disconnection and Removal of Existing Facility. On the Replacement Facility Commercial Operation Date, ESP shall cease operating the Existing Facility and shall disconnect the Existing Facility and shall thereafter dismantle and remove the Existing Facility from the Site. On and after the Replacement Facility Commercial Operation Date, the Parties shall no longer have any obligations as to the Existing Facility except as set forth in this Section 5 of this Amendment and the obligation of the City to pay ESP as to power produced by the Existing Facility before the Replacement Facility Commercial Operation Date.

6. Replacement Facility through Original Term Expiration Date. On and after the Replacement Facility Commercial Operation Date through the Original Term Expiration Date, the Parties shall, with respect to the Replacement Facility, comply with the Existing Agreement as in effect on the date of this Amendment as amended by Sections 1 through 6 (but not any other sections) of this Amendment. As used in this Amendment, the “Original Term Expiration Date” shall mean the date that the Term would have expired under the Existing Agreement in the absence of the amendments contemplated by this Amendment. In applying this Section 6, the term “Generating Facility” in the Existing Agreement shall be deemed to mean the Replacement Facility. For the avoidance of doubt, the amendments in Section 12 of this Amendment shall not apply in the application of this Section 6.

7. Replacement Facility after Original Term Expiration Date. Immediately after the Original Term Expiration Date, ESP shall disconnect the Replacement Facility from the grid and connect it directly to the City’s Wastewater Treatment Plant located at 135 Claude Yates Drive adjacent to the Site in accordance with plans approved by the Water Management Director and shall terminate any interconnection agreement with any applicable utility. After the Original Term Expiration Date, the Parties shall, with respect to the Replacement Facility, comply with the Existing Agreement as amended by this Amendment. In applying this Section 7, the term “Generating Facility” in the Existing Agreement shall be deemed to mean the Replacement Facility and, to the extent it has been installed, the Expansion Facility. For the

avoidance of doubt, the amendments in Section 12 of this Amendment shall apply in the application of this Section 7.

8. Installation of the Expansion Facility. Within the time frame contemplated by Section 10 of this Amendment, ESP shall construct and install the Expansion Facility in accordance with plans and specifications that are prepared by ESP in accordance with the design protocols set forth on Exhibit B attached to this Amendment and that are agreed to and approved by the City, including the City of Franklin Building and Neighborhood Services Department, the Water Management Director and a third party chosen by the City (“the “Expansion Facility Plans”) and in accordance with the requirements of Section 5 of the Existing Agreement as amended by this Amendment to the extent the requirements of such Section 5 are not inconsistent with the Expansion Facility Plans. Prior to construction of the Expansion Facility, ESP shall obtain all necessary permits from the City of Franklin Building and Neighborhood Services Department. The Expansion Facility shall not be grid-connected but shall be connected instead directly to the City’s Wastewater Treatment Plant located at 135 Claude Yates Drive adjacent to the Site.

9. Expansion Facility. On and after the Expansion Facility Commercial Operation Date through the expiration of the Term, the Parties shall, with respect to the Expansion Facility, comply with the Existing Agreement as amended by this Amendment. In applying this Section 9, the term “Generating Facility” in the Existing Agreement shall be deemed to mean the Expansion Facility and, after the Original Term Expiration Date, the Replacement Facility. For the avoidance of doubt, the amendments in Section 12 of this Amendment shall apply in the application of this Section 9.

10. Replacement Facility Commercial Operation Date and Expansion Facility Commercial Operation Date. ESP shall construct and install the Replacement Facility and the Expansion Facility within a time frame so that the Replacement Facility Commercial Operation Date and the Expansion Facility Commercial Operation Date both occur within three (3) years after the date of this Amendment.

11. Relocation of Fence and Installation of Pollinator Garden. In connection with the installation of the Replacement Facility and the Expansion Facility, ESP shall, at ESP’s expense (a) relocate the perimeter fence on the Leased Premises in accordance with reasonable instructions by the City and (b) install a pollinator garden on the Leased Premises in coordination with City staff.

12. Other Specific Amendments. The Existing Agreement is hereby further amended as follows:

(a) Section 1(c) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“Commercial Operation” means the condition existing when (i) the Generating Facility is mechanically complete and (ii) energy is delivered through the Generating Facility’s Generation Meter to the Plant’s electrical system.

(b) Section 1(e) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“Energy Delivery Point” means the energy delivery point within the Plant’s electrical system on the City’s side of the Generating Facility’s Generation Meter.

(c) Section 1(n) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“Generation Meter” means the meter installed by ESP to measure the kWh generated by the Generating Facility which meter shall be a utility grade meter paid for and monitored by ESP.

(d) Section 1(o) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“Plant” means the City’s Wastewater Treatment Plant located at 135 Claude Yates Drive adjacent to the Site.

(e) Section 1(q) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“Software” means the software installed by ESP as part of the Expansion Facility which has the capability of measuring the kw subject to demand charges and which shall be paid for and monitored by ESP. As used in this definition of Software, the term Expansion Facility has the meaning given such term in that certain Amendment No.1 to COF Contract No. 2011-0156 to Energy Source Partners – City of Franklin Solar Services and Site Lease Agreement.

(f) Section 1(x) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“Applicable Percentage” means 80% until and through the Investment Return Date and 50% after the Investment Return Date.

(g) Section 1(hh) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“Investment Return Amount” means (A) the total project costs incurred by ESP in acquiring, installing and connecting the Replacement Facility, disconnecting and removing the Existing Facility, and acquiring, installing and connecting the Expansion Facility, all as approved by the Internal Revenue Service plus (B) an annual return on such total project costs from the date incurred by ESP at the prime rate as published in the Wall Street Journal on the Replacement Facility Commercial Operation Date (in the case of project costs incurred for acquiring, installing and connecting the Replacement Facility and disconnecting the Existing Facility) or at the prime rate published in the Wall Street Journal on the Expansion Facility Commercial Operation Date (in the case of project costs incurred for acquiring, installing and connecting the Expansion Facility).

(h) Section 1(ii) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

“Investment Return Date” means the date on which the total of (A) the payments received by ESP pursuant to Section 8 since the Original Termination Date in the case of payments as to energy produced by the Replacement Facility plus (B) the payments received by ESP pursuant to Section 8 since the Expansion Facility Commercial Operation Date as to the energy produced by the Expansion Facility equals (C) the Investment Return Amount. The Investment Return Date will be approximately 10 years after the Expansion Facility Commercial Operation Date.

(i) Section (jj) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

As used in the definitions of Investment Return Amount and Investment Return Date and in Sections 14(e) and 14(g), the terms Existing Facility, Replacement Facility, Expansion Facility, Original Term Expiration Date, Replacement Facility Commercial Operation Date, and Expansion Facility Commercial Operation Date all have the meanings given such terms in that certain Amendment No.1 to COF Contract No. 2011-0156 to Energy Source Partners – City of Franklin Solar Services and Site Lease Agreement.

(j) Section 5(c) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

ESP shall cause installation of the Generating Facility to be completed and cause the Generating Facility to begin Commercial Operation substantially in accordance with the installation plans and specifications previously submitted to and approved by the City, including the City of Franklin Building and Neighborhood Services Department and the Water Management Director.

(k) Section 5(h) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

ESP, at its own cost and expense, shall comply with all applicable laws relating to the installation, operation, and maintenance of the Generating Facility and the generation and delivery of the Energy Output, including obtaining and maintaining all relevant governmental permits, licenses, certificates, approvals, variances and other requirements for use ("Permits") necessary for the construction, installation and operation of the Generating Facility. The City hereby gives its consent to ESP's taking all appropriate and necessary action in applying for any and all Permits necessary for the operation of the Generating Facility and the City hereby appoints ESP its agent for applying for such Permits.

(l) Sections 6(b), (c), and (d), of the Existing Agreement are hereby deleted in their entirety.

(m) Section 7 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

ESP may, at its sole discretion, install monitoring of the Generating Facility's inverters. The monitoring will measure the alternating current output of the inverters in kilowatt-hours on a continuous basis. ESP will be responsible for the installation and maintenance of the monitoring system. The energy delivered by the Generating Facility will also be metered by a revenue quality Generation Meter installed and maintained by ESP.

(n) Section 8 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

Within thirty days after the City receives a bill from Middle Tennessee Electric or its successor ("MTE") for electricity provided by MTE and used by the City at the Plant, the City shall provide a copy of such bill to ESP (each such bill, a "MTE Bill"). Based on each such MTE Bill, ESP shall calculate (a) the rate per kwh charged by MTE for energy charges for electricity provided by MTE and used by the City at the Plant for the period covered by the MTE bill (the "MTE Energy Rate") and (b) the rate per kw charged by MTE for demand charges during the period covered by the MTE bill (the "MTE Demand Rate"). Within fifteen days after ESP receives the copy of the MTE Bill, ESP shall send to the City a bill (a) for all power generated by the Generating Facility during the time period covered by the applicable MTE Bill as measured by the Generation Meter at a rate per kwh equal to the Applicable Percentage of the MTE Energy Rate and (b) for demand charges per kw subject to demand charges during the time period covered by the applicable MTE Bill as determined by the Software at a rate per kw equal to Applicable Percentage of the MTE Demand Rate. The City shall pay the amount of such bill to ESP within thirty (30) days after the date of such bill (the "Due Date"). If the Due Date is a bank or City holiday or a weekend, payment shall be due on the next following business day.

(o) Section 13(c) of the Existing Agreement is hereby deleted in its entirety.

(p) A new Section 14(e) is added to the Existing Agreement as follows and the existing Sections 14(e) and 14(f) are re-number as Sections 14(f) and 14(g), respectively;

Early Termination by the City. The City may terminate this Agreement if, after the Replacement Facility Commercial Operation Date and the Expansion Facility Commercial Operation Date, (a) the Replacement Facility and the Expansion Facility do not produce power at least at 80% of inverter capacity for thirty (30) consecutive days; (b) the City gives ESP written notice of the failure to meet such standard; and (c) ESP fails to cure such failure within 90 days after receipt of such notice.

(q) Phrase (2) of the second sentence of the renumbered Section 14(g)(ii) is hereby deleted in its entirety and replaced with the following:

(2) the positive difference, if any, between (x) the Investment Return Amount and (y) the amount received by ESP pursuant to Section 8 of this Agreement since the Original Termination Date (in the case of payments as to energy produced by the Replacement

Facility) and since the Expansion Facility Commercial Operation Date (as to the energy produced by the Expansion Facility).

(r) Section 17(a)(ii) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

except as otherwise set forth in this Section 17(a), such Party is in breach of any representation or warranty set forth herein or fails to perform any material obligation required by this Agreement, and such breach or failure is not cured within thirty (30) days after notice from the non-defaulting Party; provided, however, that the cure period shall be extended by the number of days during which the defaulting Party is prevented from taking curative action solely by Force Majeure (as defined in Section 18) if the defaulting Party has begun curative action and was proceeding diligently towards completion, using commercially reasonable efforts to complete such curative action.

(s) Section 18(b) of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

As used herein, the term "Force Majeure" shall include, without limitation, (I) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) acts of vandalism, (v) terrorist acts affecting the Site, (vi) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, (vii) requirement by any utility that the Generating Facility discontinue operation for any reason beyond the control of the Parties, (viii) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (ix) any other action by any governmental authority beyond the control of the Parties which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement. Economic hardship of either Party shall not constitute a Force Majeure under this Agreement.

(t) Section 33 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

This Agreement represents the full and complete agreement between the Parties with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to said subject matter.

(u) Section 37 of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

Upon the receipt of a written request from the other Party, each Party shall execute such additional documents, instruments and assurances as negotiated in good faith and mutually agreed to by the Parties, and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to this Section. Without limiting the foregoing, the Parties acknowledge

that they are entering into a long-term arrangement in which the cooperation of both of them will be required.

13. Defined Terms. Capitalized terms used in this Amendment and not otherwise defined in this Amendment, shall have the meanings given such terms in the Existing Agreement, as amended by this Amendment.

14. Benefit. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

15. Interpretation. This Amendment shall be interpreted in accordance with the laws of the State of Tennessee, without regard to conflicts of laws rules.

16. Invalid Provision. If any provision of this Amendment or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Amendment shall not be affected thereby and each provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.

17. Successors and Assigns. This Amendment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

18. Section Headings and Exhibits. The section headings in this Amendment are for convenience and for reference only and in no way define or limit the scope or contents of this Amendment or in any way affect its provisions. All exhibits attached hereto are hereby made a part of this Amendment.

19. Survival. Any provision(s) of this Amendment expressly or by implication comes into or remains in full force following the termination or expiration of this Amendment shall survive the termination or expiration of this Amendment.

20. Counterparts. This Amendment may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Amendment. This Amendment may be executed and/or delivered by facsimile, e-mail or other electronic means, and signatures made by and/or delivered by facsimile, e-mail or other electronic means shall be as effective as original signatures.

21. Modifications. This Amendment may only be modified or supplemented by an agreement in writing signed by both the City and ESP.

22. Entire Agreement. This Amendment, together with the Exhibits hereto, sets forth all of the agreements, representations, warranties and conditions of the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous letters of intent, agreements, representations, warranties and conditions.

23. Existing Agreement Continues. Except as amended hereby, the Existing Agreement continues in full force and effect. To the extent there is any conflict between the terms of the Existing Agreement and this Amendment, the terms of this Amendment shall control.

[Balance of page intentionally left blank. Signature appears on the following page.]

IN WITNESS WHEREOF, the City and ESP have duly executed and delivered this Amendment by their duly authorized officers as of the date first above written.

THE CITY OF FRANKLIN,
A Tennessee municipal corporation

Signature

By: _____

Its: _____

Approved as to form:

J. Blake Harper, Staff Attorney

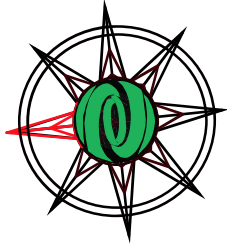
ENERGY SOURCE PARTNERS LLC,
a Tennessee Limited Liability Company

By: Ronald B. Merville, Jr.

Its: Manager

EXHIBIT A

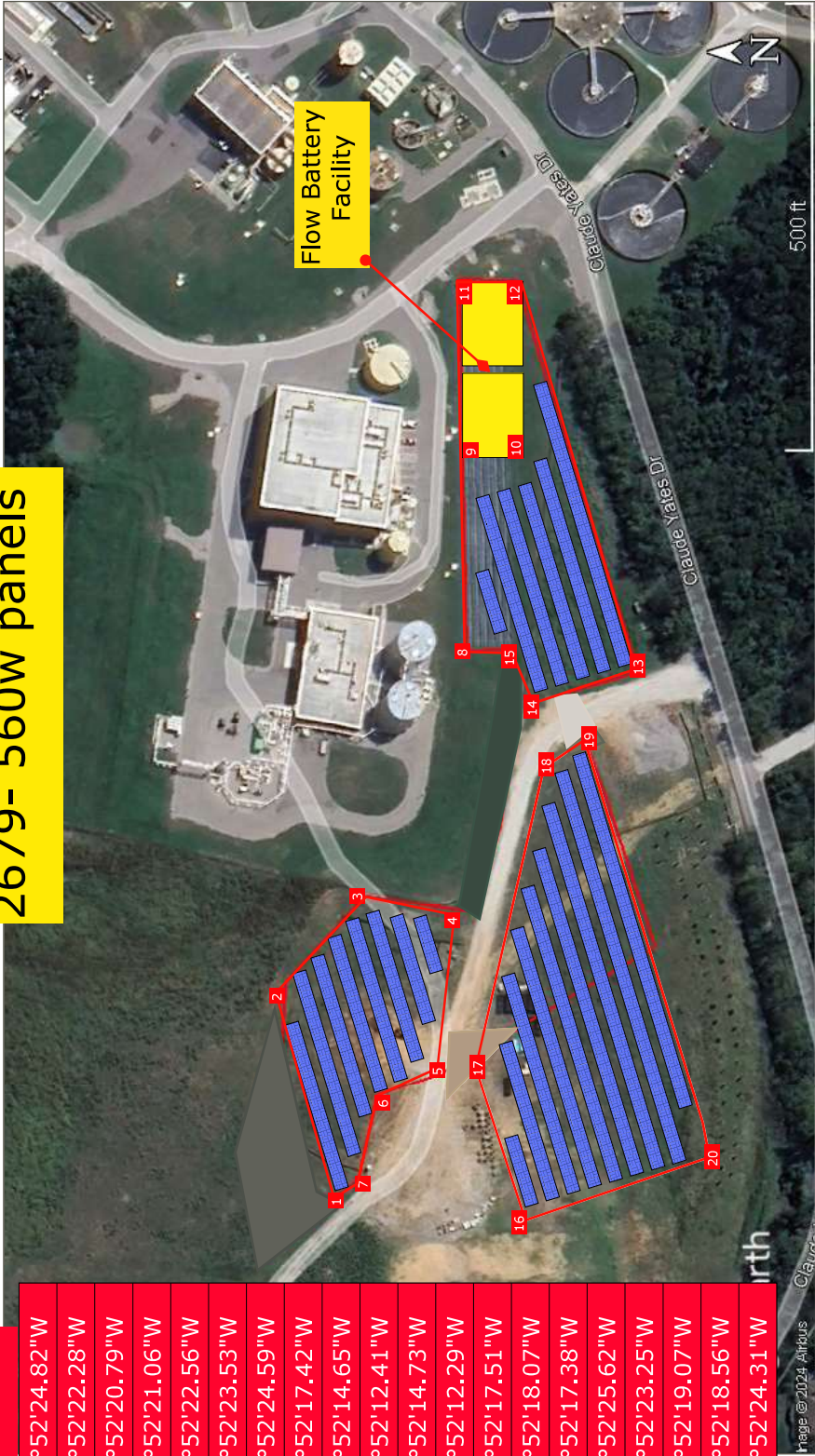
SITE AND LEASED PREMISES



4.22 Acres
2679- 560w panels

CONTROL POINTS

1	N35°56'30.76"W	N86°52'24.82"W
2	N35°56'31.55"W	N86°52'22.28"W
3	N35°56'30.52"W	N86°52'20.79"W
4	N35°56'29.53"W	N86°52'21.06"W
5	N35°56'26.64"W	N86°52'22.56"W
6	N35°56'30.33"W	N86°52'23.53"W
7	N35°56'30.50"W	N86°52'24.59"W
8	N35°56'29.38"W	N86°52'17.42"W
9	N35°56'29.42"W	N86°52'14.65"W
10	N35°56'29.49"W	N86°52'12.41"W
11	N35°56'28.73"W	N86°52'14.73"W
12	N35°56'28.67"W	N86°52'12.29"W
13	N35°56'27.34"W	N86°52'17.51"W
14	N35°56'28.46"W	N86°52'18.07"W
15	N35°56'28.83"W	N86°52'17.38"W
16	N35°56'28.48"W	N86°52'25.62"W
17	N35°56'29.18"W	N86°52'23.25"W
18	N35°56'28.54"W	N86°52'19.07"W
19	N35°56'28.08"W	N86°52'18.56"W
20	N35°56'26.60"W	N86°52'24.31"W



Merville & Howe



8 Westlake Drive
Nashville, TN 37205
Tel: (615) 383-8228
Fax: (615) 385-3964

Engineering Inc.

Description

Project Overview

2679-560W Modules

Title : City of Franklin WWTP

Address : 135 Claude Yates Dr, Franklin, Tn 37064

project#2404

Drawn By : Justin Anderson

Date

9/16/24

A.1

Page #

EXHIBIT B

DESIGN PROTOCOLS

- a. ESP will provide Project Design Drawings for review and comment by the City's Design Consultant for the Motor Control Centers.
- b. Simultaneously, ESP will provide Project Design Drawings to MTEMC for their review and comment.
- c. ESP will pay all the expense involved in these reviews.
- d. Subsequent to a set of drawings approved by the City's Design Consultant and MTEMC, ESP will submit the drawings through the City of Franklin's review process in order to obtain the necessary building permits.
- e. The Project Design process will begin 30 days after the Amendment is approved and executed by all parties.

ENERGY SOURCE PARTNERS

THE CITY OF FRANKLIN

SOLAR SERVICES AND SITE LEASE AGREEMENT

This Solar Services and Site Lease Agreement (this "Agreement") is made and entered into as of the 13th day of December, 2011 (the "Execution Date"), by and between Energy Source Partners LLC, a Tennessee limited liability company ("ESP"), and the City of Franklin, a Tennessee municipal corporation (the "City").

WITNESSETH:

WHEREAS, ESP is in the business of developing and managing renewable energy resources and selling the energy output from such resources; and

WHEREAS, ESP desires to install, operate, and maintain an electricity grid-connected photovoltaic solar power system with the specifications attached hereto as Exhibit A (as further defined in Section 1(m) of this Agreement, the "Generating Facility"), at a cost of \$986,700.00 with a generating capacity rated at approximately 197.34 kWdc at the City property located at 135 Claude Yates Dr., Franklin, Tennessee 37064, as the same is more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Site"); and

WHEREAS, the City is a tax-exempt entity; and

WHEREAS, ESP desires to lease from the City certain premises at the Site so that ESP may install, operate, and maintain the Generating Facility; and

WHEREAS, the City desires to lease certain premises at the Site to ESP, host the Generating Facility on said leased premises, permit such installation, operation and maintenance of the Generating Facility on such leased premises, and utilize the green energy output of the Generating Facility on the terms and conditions hereof; and

WHEREAS, the Parties further desire to take advantage of the Tennessee Valley Authority's ("TVA") Generation Partners Program, whereby the TVA and its local service provider will purchase at a premium all of the green energy output from the Generating Facility, as well as other federal, state, and local green power incentive programs.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, ESP and the City hereby agree as follows:

1. Definitions

(a) “Affiliate” means, when used with reference to a specified Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified Person.

(b) “Code” means the Internal Revenue Code of 1986, as amended.

(c) “Commercial Operation” means the condition existing when (i) the Generating Facility is mechanically complete and (ii) energy is delivered through the Generating Facility’s meter to the Site’s electrical system under an executed and effective Interconnection Agreement.

(d) “Commercial Operation Date” means the date on which the Parties mutually agree that the Generating Facility has achieved Commercial Operation.

(e) “Energy Delivery Point” means the energy delivery point within the Site’s electrical system on the City’s side of the Site’s Utility meter, as designated in the Interconnection Agreement.

(f) “Energy Output” means the total quantity of all actual net energy generated by the Generating Facility (measured in kWhac) and delivered in accordance with Section 6 hereof to the Energy Delivery Point, in any given period of time. Energy Output does not include the Environmental Incentives.

(g) “Environmental Laws” means all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations relating to the protection of human health or the environment including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1804, et seq., the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, and any other applicable federal, state or local law now in force or hereafter enacted relating to waste disposal or environmental protection with respect to hazardous, toxic, or other substances generated, produced, leaked, released, spilled or disposed of at or from the Leased Premises, as any of the same may be amended or supplemented from time to time, and any regulation promulgated pursuant thereto.

(h) “Event of Default” has the meaning given to it in Section 17.

(i) “Execution Date” has the meaning given to it in the paragraph first set forth above.

(j) “Expiration Date” has the meaning given to it in Section 14(a).

(k) “Fair Market Value” has the meaning given to it in Section 14(f)(ii).

(l) "Force Majeure" has the meaning given to it in Section 18.

(m) "Generating Facility" means an electricity grid-connected photovoltaic, solar power plant with the specifications attached hereto as Exhibit A and with a total generating capacity rated at approximately 197.34 kWdc upon Commercial Operation, and all associated electric power generation equipment, controls, meters, switches, connections, conduits, wires and other equipment that may be necessary to connect such solar power plant to its respective Energy Delivery Point and to generate energy.

(n) "Generation Meter" means the meter installed by the Utility to measure the kWh generated by the Generating Facility.

(o) "Generation Partners Program Price" means the sum of the purchase price of solar-power-generated electricity at the Utility retail per kilowatt-hour rate plus the TVA Green Premium that is credited monthly to the Utility billing statement or is otherwise paid to the City.

(p) "Hazardous Materials" means, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead or lead based paint, oil and petroleum products and their by-products, polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or microbial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in any Environmental Law.

(q) "Interconnection Agreement" means an interconnection agreement, as amended from time to time, entered into by and between the City and the Utility that provides for the Generating Facility to be interconnected with the Utility's electricity distribution system, and for energy to flow from the Generating Facility to such system, and from such system to the Energy Delivery Point, under the net metering provisions of the Utility's tariff.

(r) "kWac" means kilowatt alternating current.

(s) "kWdc" means kilowatt direct current

(t) "kWhac" means kilowatt-hour alternating current.

(u) "kWp" means kilowatt rated power.

(v) "Leased Premises" has the meaning given to it in Section 2.

(w) "Lender" has the meaning given to it in Section 23(a).

(x) "MTEMC" means Middle Tennessee Electric Membership Corporation.

(y) "Parties" means ESP and the City.

(z) "Party" means ESP or the City.

(aa) "Permits" has the meaning given to it in Section 5(h).

(bb) "Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

(cc) "Prudent Industry Practices" means those practices, methods and equipment, as changed from time to time, that are commonly used in the State of Tennessee in prudent electrical engineering and operations to operate solar generation equipment lawfully and with safety, reliability, efficiency and expedition.

(dd) "Reporting Rights" means the right of ESP to report to any federal, state or local agency, authority or other party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992 and provisions of the Energy Policy Act of 2005, or under any present or future domestic, international or foreign emissions trading program, that ESP owns the Environmental Attributes and the Environmental Incentives associated with the Energy Output.

(ee) "Site" has the meaning given to it in the Second Recital.

(ff) "Term" has the meaning given to it in Section 14(a).

(gg) "Transfer" has the meaning given to it in Section 11(b).

(hh) "TVA Green Premium" means the amount the TVA, or its successor or assign, will pay in excess of the retail per kilowatt-hour rate charged for electricity, plus any fuel cost adjustments, to purchase green solar energy output as defined and stipulated in the TVA Participation Agreement.

(ii) "TVA Participation Agreement" means the Generation Partners Expanded Pilot Participation Agreement, as amended from time to time, entered into by and among the City, TVA and ESP.

(jj) "Utility" means the electric distribution company responsible for electric energy transmission and distribution service at the Site. The Parties acknowledge and agree that, as of the Execution Date, the Utility is MTEMC.

2. Lease

The City does hereby lease to ESP, in accordance with the terms and conditions set forth herein, the premises described in Exhibit C and incorporated herein by this reference (the "Leased Premises").

3. Access to Leased Premises

The City hereby also grants to ESP, during the Term of this Agreement, the right to access the Leased Premises at times and via routes approved in advance by the City as is necessary for the installation, operation, and maintenance of the Generating Facility. The City and ESP shall cooperate in good faith to coordinate access for the regularly scheduled maintenance of the Generating Facility by ESP and to provide ESP with a method and process for access in the event of an emergency. ESP will give the City reasonable written or telephonic notice before any entry onto the Leased Premises by ESP's employees, agents or contractors. The City will make available to ESP access to the Generating Facility and the Leased Premises for the purposes set forth in Section 5 hereof in accordance with the terms set forth herein. Notwithstanding anything to the contrary in this Agreement, ESP shall be permitted to access the Leased Premises twenty-four (24) hours a day, seven (7) days a week for emergency purposes after reasonable written or telephonic notice to the City.

4. Benefits

ESP hereby covenants to pay to the City, on or before the Commercial Operation Date, and on or before each anniversary of the Commercial Operation Date during the Term of this Agreement, as and for rent of the Leased Premises, the sum of \$1.00 (one U.S. dollar).

5. Installation and Operation of the Generating Facility

(a) The City hereby consents to the construction and installation of the Generating Facility, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections. The City acknowledges that the installation of all or a portion of the Generating Facility may require physically mounting and adhering the Generating Facility to the Leased Premises or to the ground or a combination thereof.

(b) ESP shall have the right and obligation during the Term hereof: (i) to construct, install and operate the Generating Facility on the Leased Premises; (ii) to maintain, clean, repair, replace and, as may be necessary for the proper maintenance, cleaning, repair and replacement thereof, dispose of part or all of the Generating Facility; (iii) to add or remove equipment as needed to increase or decrease the capacity of the Generating Facility; (iv) to remove the Generating Facility as permitted pursuant to Section 14(f)(i); (v) to install and maintain such equipment as is necessary for remote monitoring of the Generating Facility, including without limitation the establishment at ESP's sole

discretion of a land based or satellite based high speed internet connection; and (vi) to conduct an in-person physical inspection of the Generating Facility and the Leased Premises.

(c) ESP shall cause installation of the Generating Facility to be completed and cause the Generating Facility to begin Commercial Operation substantially in accordance with the installation plans and specifications previously submitted to and approved by the Utility.

(d) ESP shall use its best efforts to prevent activities associated with installation, operation and maintenance of the Generating Facility from disrupting or interfering with the City commercial activities at the Site. ESP shall indemnify, defend, and hold harmless the City from any claims, costs, damages, liabilities, losses, or expenses, arising directly from or related directly to such disruption or interference.

(e) ESP shall be solely responsible for operation and maintenance of the Generating Facility and shall, at all times during the term of this Agreement, maintain the Generating Facility in accordance with Prudent Industry Practices. All maintenance work will be scheduled at a mutually agreeable time so as to ensure the safe, efficient operation of the Generating Facility and without disrupting the City commercial operations.

(f) ESP and the City hereby agree and acknowledge that the City shall have no responsibility for the Generating Facility's operation or maintenance other than using commercially reasonable efforts, at the reasonable request and at the expense of ESP, and which shall not interfere in any way with the City's operations on the Site, to protect the Generating Facility against vandalism and other destruction by a third party, and to keep the Site clear of any object or structure that causes the loss of direct beam solar resource to the Generating Facility. Neither the City nor any party related thereto shall have the right or be deemed to operate the Generating Facility for purposes of Section 7701(e)(4)(A)(i) of the Internal Revenue Code.

(g) ESP shall provide general liability insurance coverage as set forth in Section 15.

(h) ESP, at its own cost and expense, shall comply with all applicable laws relating to the installation, operation, and maintenance of the Generating Facility and the generation and delivery of the Energy Output, including obtaining and maintaining all relevant governmental permits, licenses, certificates, approvals, variances and other requirements for use ("Permits") necessary for the construction, installation and operation of the Generating Facility. The City hereby gives its consent to ESP's taking all appropriate and necessary action in applying for any and all Permits necessary for the operation of the Generating Facility and the City hereby appoints ESP its agent for applying for such Permits. ESP, throughout the Term of this Agreement, will fully comply with any and all operational standards and requirements imposed by the Utility, and comply with the electrical interconnection requirements as stated in the applicable and controlling Utility tariff. The City will cooperate with ESP and, if necessary, will provide consents and execute with the Utility, or any successor Utility, such agreements (if such consents and agreements do not have unacceptable or prohibited terms and/or conditions, or impose

additional costs on the City) as are necessary to permit the interconnection of the Generating Facility. This electrical interconnection shall be done at no cost or liability to the City, and ESP shall promptly reimburse the City for all out-of-pocket costs incurred in connection with this interconnection. Should the Utility demand fees or equipment in excess of \$5,000.00 for electrical interconnection requirements, ESP may at its sole discretion cease to proceed with installation of the Generating Facility without further obligation to the City, in which event ESP will return the site to the condition it was in prior to commencement of the installation of the Generating facility.

6. Acceptance and Delivery of Power

(a) Beginning on the Commercial Operation Date, and continuing for the Term, the City shall allow the production and accept delivery of the Energy Output of the Generating Facility (in such amount of output as the Generating Facility produces from time to time) at the Energy Delivery Point. All deliveries of Energy Output hereunder shall be in the form of alternating current or similar current to properly integrate with the Site's electrical system.

(b) ESP shall ensure that all energy generated by the Generating Facility conforms to Utility specifications for energy being generated and delivered to the Site's electric distribution system, which shall include the installation of proper power conditioning and safety equipment, submittal of necessary specifications, coordination of Utility testing and verification, and all related costs.

(c) ESP and the City expect that the Utility will purchase the total Energy Output of the Generating Facility pursuant to the TVA Participation Agreement, which provides for the purchase of solar-power-generated electricity at a purchase price equal to the Generation Partners Program Price. The City will provide ESP with a copy of each month's billing statement from the Utility for the Generating Facility within seven (7) days of receipt of such billing statement. ESP and the City hereby agree and acknowledge that ESP will be entitled to receive from the City, and the City will pay to ESP, amounts equal to eighty percent (80%) of all payments of the Generation Partners Program Price credited or paid to the City ("Green Premium Payments") until the total amount of Green Premium Payments made to ESP by the City totals \$393,690 (Three Hundred Ninety-Three Thousand Six Hundred and Ninety Dollars). Thereafter, during each month for the balance of the Term, and any extended or renewal term, ESP will be entitled to receive from the City, and the City will pay to ESP, amounts equal to twenty percent (20%) of all Green Premium Payments. Such amounts will be paid in accordance with the terms of Section 8 hereof.

(d) In the event that the TVA Participation Agreement or Interconnection Agreement is terminated for any reason or expires or the Utility does not purchase the total Energy Output of the Generating Facility, ESP shall have the right to enter into one or more alternative arrangements for the sale of the Energy Output ("Alternative Arrangement") and, upon the receipt of a written request from ESP, the City shall execute such additional documents, instruments and assurances and take such additional actions as are

reasonably necessary and desirable to enter into the Alternative Arrangement(s). ESP and the City hereby agree and acknowledge that ESP will be entitled to receive eighty percent (80%) of all payments received by either Party with respect to the sale of Energy Output pursuant to an Alternative Arrangement until the total amount received by ESP pursuant to this Section 6(d) and Section 6(c) above totals \$393,690 (Three Hundred Ninety-Three Thousand Six Hundred and Ninety Dollars). Thereafter, during each month for the balance of the Term, and any extended or renewal term, ESP will be entitled to receive twenty percent (20%) of all payments received by either Party with respect to the sale of Energy Output pursuant to an Alternative Arrangement. Such amounts will be paid in accordance with the terms of Section 8 hereof.

7. Monitoring and Metering

ESP may, at its sole discretion, install monitoring of the Generating Facility's inverters. The monitoring will measure the alternating current output of the inverters in kilowatt-hours on a continuous basis. ESP will be responsible for the installation and maintenance of the monitoring system. The energy delivered by the Generating Facility will also be metered by a revenue quality Generation Meter installed and maintained by the Utility. Utility billing is based on the solar energy kilowatt-hours metered by this Generation Meter.

8. Payment

Without offset for any amount owed or claimed to be owed by ESP and outstanding for less than thirty (30) days, (i) the City shall pay-ESP all amounts due to ESP pursuant to Sections 6(c) or 6(d) above on or before fifteen (15) days following the date that (A) a Generation Partners Program Price is either credited on a billing statement from the Utility or is otherwise paid to the City or (B) a payment is received by the City pursuant to an Alternative Arrangement, and (ii) ESP shall pay the City all amounts due to the City pursuant to Section 6(d) above on or before fifteen (15) days following the date that a payment is received by ESP pursuant to an Alternative Arrangement (which, in each case, shall be referred to herein as the "Due Date"). If the Due Date is a bank holiday or a weekend, payment shall be due on the next following business day. Any undisputed amount remaining unpaid after the Due Date shall bear interest at the rate of one percent (1%) per month or, if less, the highest rate permitted by applicable law.

9. Invoice Adjustments: Disputes over Invoices

Either Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered or adjust any invoice for any arithmetic, computational or meter-related error within twelve (12) months of the date the invoice or adjustment to an invoice was rendered. In the event a Party disputes all or a portion of an invoice, or any other claim or adjustment arises, that Party shall pay the undisputed portion when due and provide the other Party notice of the dispute and the amount in dispute. In such event, the Parties shall first use good faith, reasonable, diligent efforts to resolve such dispute within a reasonable period of time not to exceed thirty (30) days from the date of such

notice. If the Parties do not resolve such dispute within such thirty (30) day period, then the Parties may pursue their rights appropriately. ESP shall return to the City any disputed amount which is ultimately determined to have been improperly billed to the City.

10. Environmental Attributes, Incentives, and Grant Awards

(a) Notwithstanding the Generating Facility's presence as a fixture on the Site, ESP shall own the electricity (kWh) generated by the Generating Facility during the Term of this Agreement and ESP shall own, and may assign or sell all right, title and interest associated with or resulting from the development and installation of the Generating Facility or the production, sale, purchase or use of the Energy Output including, without limitation:

(i) all Environmental Incentives and all Environmental Attributes; and

(ii) the Reporting Rights and the exclusive rights to claim that: (A) the Energy Output was generated by the Generating Facility; (B) ESP is responsible for the delivery of the Energy Output to the Energy Delivery Point; (C) ESP is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of the Energy Output and the delivery thereof to the Energy Delivery Point; and (D) ESP is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing.

(b) The City shall not knowingly take any action at the Site that would have the effect of impairing the value to ESP of the Environmental Attributes and Environmental Incentives. However, nothing contained in this provision shall, directly or indirectly, limit, impair, or prohibit any action by the City in furtherance of its commercial operations regardless of whether such action impairs any one or more Environmental Attributes and/or Environmental Incentives.

(c) ESP shall be responsible for the management and administration of all state, federal, and/or local Environmental Incentives relating to the purchase, installation, operation, and maintenance of the Generating Facility. ESP shall manage and administer all Environmental Incentives in strict compliance with all state, federal, and local rules, laws, and regulations, as well as all contractual terms and conditions governing such Environmental Incentives. ESP shall indemnify, defend, and hold harmless the City from any claims, costs, damages, liabilities, losses, or expenses, whatsoever arising from or related to Environmental Incentive or Attribute covered under Section (10)(a), (b), or (c) of this Agreement.

11. Ownership of and Title to Generating Facility and Other Property Rights

(a) Notwithstanding the Generating Facility's presence on the Site as a fixture, the City acknowledges and agrees that ESP shall at all times during the Term retain title to and be the legal and beneficial owner of the Generating Facility and all alterations, additions or

improvements made thereto by ESP, and the Generating Facility shall remain the property of ESP or ESP's assigns, subject to the City purchase rights as set forth in this Agreement. In no event shall anyone claiming by, through, or under the City (including but not limited to any present or future mortgagee of the Site) have any rights in or to the Generating Facility during such time. The City acknowledges and agrees that ESP may be required to grant or cause to be granted to a lender a security interest in the Generating Facility and the City expressly disclaims and waives any rights it may have in the Generating Facility, at any time and from time to time, pursuant to this Agreement, at law or in equity.

(b) The Generating Facility may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered (collectively, a "Transfer") with the fee interest or leasehold rights to the Leased Premises or otherwise by the City or any other person unless the City's obligations are assumed by the transferee. The City will endeavor to give ESP at least fifteen (15) days written notice prior to any sale of all or a portion of the Leased Premises identifying the transferee, the portion of the Site to be sold and the proposed date of Transfer.

(c) The Parties specifically acknowledge and agree that, unless and until the Generating Facility is purchased by the City pursuant to the terms of this Agreement, ESP shall be the owner of the Generating Facility for all purposes, including without limitation federal income tax purposes, and in that connection, shall be entitled to the depreciation deductions associated with the Generating Facility as well as any tax credits or other tax benefits provided under the Code to which such owner of the Generating Facility may be entitled.

(d) Nothing in this Agreement shall be construed to convey to either Party a license or other right to trademarks, copyrights, technology or other intellectual property of the other.

12. Representations and Warranties

(a) Each Party represents and warrants to the other Party that:

(i) such Party is duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby;

(ii) the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary company action;

(iii) this Agreement is a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is

subject to (A) bankruptcy and other similar laws of general application affecting rights and remedies of creditors and (B) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(iv) to such Party's knowledge, no governmental approval (other than any governmental approvals which have been previously obtained or disclosed in writing to the other Party or those described in Section 5(h) above) is required in connection with the due authorization, execution and delivery of this Agreement by such Party or the performance by such Party of its obligations hereunder which such Party has reason to believe that it will be unable to obtain in due course;

(v) neither the execution and delivery of this Agreement by such Party nor compliance by such Party with any of the terms and provisions of this Agreement conflicts with, breaches or contravenes the provisions of such Party's organizational documents, the applicable laws, rules and regulations of the State of Tennessee and its agencies, or any other law or regulation applicable to such Party;

(vi) except as previously disclosed in writing to the other Party there is no pending or, to the knowledge of such Party, threatened litigation, action or proceeding against such Party which would reasonably be expected to have a material adverse effect or which purports to affect the legality, validity or enforceability of this Agreement or the transactions contemplated hereby;

(vii) except as previously disclosed in writing to the other Party there is no pending bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect to such Party;

(viii) such Party is not a "foreign person" (as such terms are defined in Section 168(h) of the Code) and such Party will not assign, subcontract or otherwise transfer its rights under this Agreement to a "foreign person" as defined in Section 168(h) of the Code; and

(ix) to such Party's knowledge there are no facts, circumstances or other matters that may interfere with or delay the construction and installation of the Generating Facility, except as have been disclosed in writing to the other Party.

(b) The City represents and warrants to ESP that, to the City's actual knowledge, without inquiry or investigation, there are no circumstances or commitments to third parties that are reasonably expected to damage, impair or otherwise adversely affect the Generating Facility or its construction, installation or function (including activities that are reasonably expected to adversely affect the Generating Facility's exposure to sunlight). The City represents and warrants to ESP that, except as described in Schedule 12(b), or in the City's normal course of business, the City has not used, stored, handled or disposed of Hazardous Materials on or about the Leased Premises. The City covenants that the City

has lawful title to the Site, including the Leased Premises, and full right to enter into this Agreement and that ESP shall have quiet and peaceful possession of the Leased Premises throughout the term of this Agreement so long as ESP has not defaulted hereunder. The City will not initiate or conduct activities that it knows will damage the Generating Facility.

13. Covenants

(a) The City shall provide and take reasonable measures for security of the Generating Facility, including commercially reasonable monitoring of the Site's alarms, if any; provided, however, that ESP shall promptly reimburse the City for costs of security measures the City adds or enhances for or because of the Generating Facility. The City shall not incur costs for any additions or enhancements to security for the Generating Facility for which there is an expectation that ESP shall reimburse the City without prior written permission from ESP for such additions or enhancements. ESP reserves the right to decline the implementation of additions or enhancements to security measures and the associated costs.

(b) Notwithstanding the Generating Facility's presence as a fixture on the Site, the City shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Generating Facility or any interest therein. The City also shall pay promptly before a fine or penalty may attach to the Generating Facility any charges or fees of whatever type of any relevant governmental authority for which the City is responsible. If the City breaches its obligations under this Section 13(b), it shall immediately notify ESP in writing, shall within ten (10) days cause such liens to be discharged and released of record without cost to ESP, and shall indemnify ESP against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such liens. The City hereby appoints ESP, or any of its authorized officers, as its attorney-in-fact to sign, file, and record a UCC-1 financing statement, or other evidence of ESP's ownership of the Generating Facility with any and all appropriate public offices.

(c) The City will comply with the terms of the TVA Participation Agreement, Interconnection Agreement and any agreement entered into in connection with an Alternative Arrangement and will not amend or terminate any such agreement without the prior written consent of ESP.

14. Term

(a) The term of this Agreement (the "Term") shall commence on the Execution Date and, unless earlier terminated pursuant to this Section 14, expire on the twentieth (20th) anniversary of the Commercial Operation Date (the "Expiration Date"). The Parties' respective acceptance and delivery obligations under Section 6(a) above with respect to Energy Output from the Generating Facility shall commence at 00:00 hours on the

Commercial Operation Date and shall continue in effect until 24:00 hours on the Expiration Date.

(b) At the expiration of the Term, or should this Agreement be terminated for any reason prior to the expiration of the Term, other than as provided in Section 14(d) or as a result of the City exercising its option to purchase the Generating Facility provided for in this Agreement, all of the Generating Facility and the improvements placed by ESP on the Leased Premises shall remain the property of ESP and shall be removed by ESP within ninety (90) days following termination of this Agreement. This paragraph shall not be construed to give either party the right to terminate this Agreement prior to the expiration of the Term, except as otherwise set out in other provisions of this Agreement.

(c) Early Termination by ESP.

(i) ESP may terminate this Agreement at ESP's sole discretion at any time upon three (3) months written notice to the City. In addition, ESP may terminate this Agreement effective upon provision of written notice to the City if, within 180 days of the date hereof, ESP determines that the Generating Facility cannot be installed and operated according to ESP's investment criteria. Upon any such termination by ESP, ESP shall restore all of the City property to its original condition as existed prior to the commencement of installation of the Generating Facility.

(ii) If the City is unable to deliver possession of any or all of the Leased Premises to ESP, ESP in its sole discretion and as its sole remedy may terminate this Agreement with respect to any or all of the Generating Facility without liability of any kind to the City.

(d) Early Termination by either Party. Each of ESP and the City shall have the right, but not the obligation, to terminate this Agreement prior to expiration of the Term upon the occurrence of an unstayed order of a court or administrative agency having the effect of subjecting the sales of Energy Output to federal or state regulation of prices and/or service, which order will have a materially adverse effect on the terminating party.

In the event that either Party terminates this Agreement pursuant to this Section 14(d), this Agreement shall terminate without triggering the default provisions of this Agreement, and with no liability of either Party to the other Party except such amounts as are due and owing under this Agreement as of the date of such termination. Upon such termination, ESP shall have the right, but not the obligation, to remove the Generating Facility, together with any related wiring, cabling, and other equipment of ESP and leave the Leased Premises in at least as good condition (as reasonably determined by the City), normal wear and tear excepted, as that which existed prior to installation of the Generating Facility, and shall be granted access to the Site to do so.

(e) The Parties acknowledge that given the complexity of this technology and the volatility of energy markets, adequate damages in the event of a breach of this Agreement will be difficult if not impossible to calculate. Consequently, the Parties agree that upon early termination or the occurrence of an Event of Default that leads to termination, the defaulting Party's liability hereunder shall be limited to the amounts calculated as herein set out. In no event shall either party be liable to the other party for consequential, incidental, punitive, exemplary or indirect damages, lost profits or business interruption damages, by statute, in tort, contract or otherwise.

(f) The City Options at End of Agreement. Upon expiration of this Agreement, or termination by either party for reasons other than those outlined in Section 14(d), or as otherwise set out herein, the City may choose one of the following options:

(i) Removal of Generating Facility. ESP shall, if requested in writing to do so by the City, remove the Generating Facility, together with any related wiring, cabling, and other equipment of ESP, subject to the City's reimbursement of ESP's reasonable costs of removal if removal occurs during the Term as the result of default or termination by the City, or at ESP's expense at the expiration of the Term or upon termination by ESP, and leave the Leased Premises in at least as good condition (as reasonably determined by the City), normal wear and tear excepted, as that which existed prior to installation of the Generating Facility. Except as herein set out, ESP shall indemnify, defend, and hold harmless the City from any claims, costs, damages, liabilities, losses, or expenses, arising directly from or directly related to removal of the Generating Facility.

(ii) Purchase of Generating Facility. Provided no default of the City shall have occurred and be continuing, the City may, at its option, elect to purchase the Generating Facility on a date that is ten (10) years after the Commercial Operation Date or at any time thereafter, up to and including the Expiration Date. The purchase price ("Buy-Out Price") shall be the greater of (1) the Fair Market Value of the Generating Facility, or (2) the positive difference, if any, between (x) \$986,700 and (y) the amount received by ESP pursuant to Sections 6(c) and 6(d) of this Agreement. If the City exercises the purchase option herein granted, then upon payment of the Buy-out Price ESP shall take whatever actions are necessary to transfer fee title ownership to the City of the Generating Facility and all improvements placed by ESP on the Leased Premises, free from any lien or monetary encumbrance. Not less than ninety (90) days prior to the exercise of the purchase option, the City shall provide written notice to ESP of the City's exercise thereof. Thereafter, upon receipt of the then Buy-Out Price, and all other amounts then owing by the City to ESP, the Parties will execute all documents necessary to cause title to the Generating Facility to pass to the City as-is, where-is; provided, however, that ESP shall remove any encumbrances placed on the Generating Facility by ESP. The "Fair Market Value" of the Generating Facility shall be the value determined by the mutual agreement of the City and ESP within ten (10) days of the City's termination notice pursuant to this Section 14. If the City and ESP cannot mutually agree to a Fair Market Value, then the Parties shall

select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to value such equipment. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding on the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. To the extent transferable, the remaining period, if any, on all warranties for the Generating Facility will be transferred from ESP to the City at the City's sole expense. If the Parties are unable to agree on the selection of an appraiser, such appraiser shall be selected by the two appraiser firms proposed by the respective Parties.

15. Insurance

ESP shall maintain, at its sole expense, commercial general liability insurance covering the Generating Facility, including bodily injury, property damage and personal injury liability insurance, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. ESP, if it has employees, shall also maintain at all times during the Term workers' compensation insurance coverage in accordance with the applicable requirements of federal and state law. Upon request, ESP shall deliver to the City a certificate of insurance evidencing such coverage. This certificate shall name the City as an Additional Insured and shall specify that the City shall be given at least thirty (30) days prior written notice by the insurer in the event of any material modification, cancellation or termination of coverage. ESP's insurance shall be primary coverage without right of contribution from any insurance of the City. ESP shall maintain at its sole expense property insurance covering the Generating Facility only. The amount of coverage will be sufficient to repair or replace the Generating Facility's components as is necessary to ensure good working order. ESP shall bear all risk of loss with respect to the Generating Facility, except for losses arising solely from negligent actions or intentional misconduct by the City or its employees, directors, officers, managers, members, shareholders or agents. Except as otherwise set out herein, all other property insurance shall be the responsibility of the City.

16. Taxes

Subject to the provisions of Section 14 hereof, ESP shall pay all possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to ESP's ownership, use and/or operation of the Generating Facility (or any portion or component thereof) and ESP's generation, sale or delivery of Energy Output, except (i) real and personal property taxes relating to the real property on which the Leased Premises is situated, (ii) inheritance or estate taxes imposed upon or assessed against the Leased Premises, or any part thereof or interest therein, (iii) taxes computed upon the basis of the net income or payments derived from the Leased Premises by the City or the owner of any interest therein, (iv) taxes, fees, service payments, excises, assessments,

bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof relative to realty, and (v) taxes, assessments, or charges assessed against any consumption of the Energy Output by the City. The City shall pay all amounts in connection with clauses (i), (ii), (iii), (iv) and (v) of this Section 16. ESP shall also be responsible for all taxes, assessments, or charges assessed against any Environmental Incentives and any equipment installed by ESP as part of the Generating Facility. Except as otherwise set out herein, all other property taxes, assessments and charges shall be the responsibility of the City. The City shall reimburse ESP for any property taxes resulting from the Generating Facility that are paid by ESP during the Term and any extended or renewal term, as those property taxes are amended from time to time.

17. Default and Remedies

(a) With respect to a Party, there shall be an event of default (each an “Event of Default”) if:

(i) such Party fails to pay any undisputed amount within ten (10) days after receiving written notice that such amount is overdue; or

(ii) except as otherwise set forth in this Section 17(a), such Party is in breach of any representation or warranty set forth herein or fails to perform any material obligation required by this Agreement, or if the City breaches the Interconnection Agreement, the TVA Participation Agreement or any agreement entered into in connection with an Alternative Arrangement, and such breach or failure is not cured within thirty (30) days after notice from the non-defaulting Party; provided, however, that the cure period shall be extended by the number of days during which the defaulting Party is prevented from taking curative action solely by Force Majeure (as defined in Section 18) if the defaulting Party has begun curative action and was proceeding diligently towards completion, using commercially reasonable efforts to complete such curative action;

(b) Upon an Event of Default by one Party, the other Party shall have the right, but not the obligation, to terminate or suspend this Agreement with respect to all obligations arising after the effective date of such termination or suspension (other than payment obligations relating to obligations arising prior to such termination or suspension) and to pursue all remedies available to it at law or in equity. In addition, the defaulting Party shall be liable to reimburse the non-defaulting Party for such non-defaulting Party’s expenses and costs relating to such Event of Default, including reasonable attorney fees and court costs.

(c) Upon termination or suspension of this Agreement prior to the end of the Term, ESP shall have the right, but not the obligation (unless required by the City pursuant to the terms of this Agreement) to remove the Generating Facility, together with any related wiring, cabling, and other equipment of ESP, unless the City elects to purchase the Generating Facility for its Buy-Out Price, as herein set out.

(d) Any waiver at any time by either Party of its rights with respect to an Event of Default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any subsequent default or other matter. Any waiver under this Agreement must be in writing.

(e) Notwithstanding any provision to the contrary in this Agreement, neither the City nor any party related to the City shall bear or be deemed to bear any significant financial burden if there is nonperformance by ESP under this agreement, as the phrase “any significant financial burden if there is nonperformance” is used in Section 7701(e)(4)(A)(ii) of the Internal Revenue Code.

(f) Notwithstanding any provision to the contrary under this Agreement, neither the City nor any party related to the City shall be deemed to receive any significant financial benefit if the operating costs of the Generating Facility are less than the standard of performance and/or operation set forth in this Agreement, as the phrase “significant financial benefit if the operating costs of the Generating Facility are less than the standards of performance or operation” is used in Section 7701(e)(4)(A)(iii) of the Internal Revenue Code.

18. Force Majeure

(a) If either Party is delayed in or prevented from performing or carrying out its obligations under this Agreement by reason of any cause beyond the reasonable control of, and without the fault or negligence of such Party (an event of “Force Majeure”), such circumstance shall not constitute an Event of Default, and such Party shall not be liable to the other Party for or on account of any loss, damage, injury, or expense resulting from, or arising out of, such delay or prevention; provided, however, that the Party encountering such delay or prevention shall use commercially reasonable efforts to remove the causes thereof (with failure to use such efforts constituting an Event of Default hereunder). The settlement of strikes and labor disturbances shall be wholly within the control of the Party experiencing that difficulty.

(b) As used herein, the term “Force Majeure” shall include, without limitation, (i) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) acts of vandalism, (v) terrorist acts affecting the Site, (vi) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, (vii) requirement by Utility that the Generating Facility discontinue operation for any reason beyond the control of the Parties, (viii) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (ix) any other action by any governmental authority beyond the control of the Parties which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement. Economic hardship of either Party shall not constitute a Force Majeure under this Agreement.

19. Liability and Indemnity. ESP shall indemnify, defend and hold the City and its employees, directors, officers, managers, members, shareholders and agents (each, in such case, an “Indemnified Party”) harmless from and against any and all claims, suits,

damages, losses, liabilities, expenses and costs suffered or incurred by any Indemnified Party (including reasonable attorneys' fees) including, but not limited to, those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease) to the extent caused by (i) ESP's breach of any obligation, representation or warranty contained herein and/or (ii) ESP's gross negligence or willful misconduct. This Section 19 shall survive termination of this Agreement.

20. Publicity. By executing this Agreement, the City consents to ESP publishing factual information related to the Generating Facility on its website (or the website of an Affiliate) and through other forms of electronic media. Such information may include, but is not limited to, the location of the Generating Facility, the name of the Generating Facility's Host, in this case the City, and other features of the Generating Facility.

21. Confidentiality

All non-public information provided by either Party to the other or which is identified by the disclosing Party in writing as confidential or proprietary information shall be treated in a confidential manner and shall not be disclosed to any third party without the prior written consent of the non-disclosing Party, which consent shall not be unreasonably withheld. Notwithstanding the preceding, this Section and the restrictions herein contained shall not apply to any data or documentation which is:

- (a) required to be disclosed pursuant to state or federal law, an order or requirements of a regulatory body or a court, after five business days notice of such intended disclosure is given by the disclosing Party to the non-disclosing Party or if five (5) business days notice is not practical, then such shorter notice as is practical;
- (b) disclosed by a Party to an Affiliate of such Party or in connection with an assignment permitted by Section 23; or
- (c) is, as of the time of disclosure, public knowledge without the fault of the disclosing Party.

22. Records

Each Party hereto shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Agreement. Each Party shall have the right to examine all such records insofar as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.

23. Assignment

(a) Neither Party shall have the right to assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, ESP may transfer, pledge or assign any of its rights, duties or obligations under this Agreement to a secured lender for financing the purchase of the Generating Facility ("Lender") without prior written consent from the City.

(b) With respect to a transfer, pledge or assignment by ESP to a Lender for financing the purchase of the Generating Facility, the City and ESP acknowledge and agree that upon receipt of written notice and direction by any such Lender of ESP that ESP is in default under its financing agreements with Lender, and notwithstanding any instructions to the contrary by ESP, the City shall (i) make any and all payments due and owing by the City under this Agreement directly to Lender, and (ii) tender performance of any and all other covenants by the City under this Agreement to and for the benefit of Lender and as Lender may direct in the future. Furthermore, if directed in writing by Lender, the City will recognize such Lender, or any third party to whom such Lender has reassigned the rights of ESP under this Agreement, as the proper and lawful provider of power under this Agreement and fully entitled to receive payments with respect thereto and possessing all other rights of ESP hereunder so long as such Lender (or its assignee or designee) performs the obligations of ESP hereunder. The City shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender which the City shall in good faith believe (a) to be genuine and (b) a copy of which to have been delivered to ESP. The City shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

24. Amendments

No modification of this Agreement shall be effective except by written amendment executed by the Parties; provided, however, if the City has been notified that ESP has assigned any of its rights, duties or obligations under this Agreement to a Lender, then the prior written consent of Lender is required as well.

25. Notices

Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 25). All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended, at its address set forth below:

If to ESP:

Energy Source Partners, LLC
Attn: Ronald B. Merville, Jr.
2505 21st Avenue South, Suite 301
Nashville, TN 37212

With a copy to:

CorbettCrockett
Attn: Lee Corbett
3100 West End Avenue
Suite 1050 American Center
Nashville, Tennessee 37203

If to the City:

The City of Franklin
Attn: Shauna R. Billingsley
109 3rd Avenue South
Franklin, Tennessee 37064

All notices shall be deemed to have been received when delivered in person, sent by facsimile with electronic confirmation of successful transmission, or three (3) days after being sent by registered or certified mail as provided above.

26. Waiver

The waiver by either party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

27. Remedies Cumulative

Except as otherwise expressly provided for herein, no remedy herein conferred upon or reserved to ESP or the City shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

28. Headings

The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

29. Choice of Law

This Agreement shall be construed in accordance with the laws of the State of Tennessee (without regard to its conflicts of laws principles).

30. Binding Effect

The terms and provisions of this Agreement, and the respective rights, privileges, duties and obligations hereunder of each Party, shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

31. Third Party Beneficiaries

Nothing in this Agreement shall provide any benefit to any third party (other than the Lender pursuant to Sections 23 and 24) or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

32. Counterparts

This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

33. Other Agreements

This Agreement, the Interconnection Agreement and the TVA Participation Agreement represent the full and complete agreements between the Parties with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to said subject matter.

34. Set-Off

Except as otherwise set forth herein, each Party reserves to itself all rights, set-offs, counterclaims and other remedies and/or defenses to which it is or may be entitled, arising from or out of this Agreement or arising out of any other contractual arrangements between the Parties. Other than as otherwise set out herein, all outstanding obligations to make and rights to receive, payment under this Agreement may be offset against each other.

35. Severability

Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

36. Survival

Any provision(s) of this Agreement that expressly or by implication comes into or remains in full force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

37. Cooperation

Upon the receipt of a written request from the other Party, each Party shall execute such additional documents (e.g. Interconnection Agreement, TVA Participation Agreement), instruments and assurances as negotiated in good faith and mutually agreed to by the Parties, and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to this Section. Without limiting the foregoing, the Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of both of them will be required.

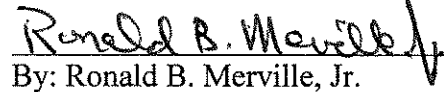
38. No Partnership

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Energy Source Partners, LLC



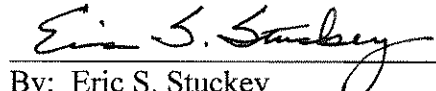
By: Ronald B. Merville, Jr.
Its: President and CEO

The City of Franklin



By: Dr. Ken Moore
Its: Mayor

Attest:



By: Eric S. Stuckey
Its: City Administrator

EXHIBIT A

Electrical Line Drawing (See Attached)

Site Location: 135 Claude Yates Drive, Franklin, Tennessee 37064

EXHIBIT B

Site Location: 135 Claude Yates Drive, Franklin, Tennessee 37064

Generating Facility Specifications:

1. A 197.34 kWdc (approximate) solar PV installation and attendant electrical equipment including, but not limited to, PV modules, inverters and supporting AC/DC wiring, combiner boxes and electrical subpanels, along with such ancillary equipment or property as may be necessary to create a solar power generating facility at the conclusion of the installation. All equipment is to be installed at 135 Claude Yates Drive, Franklin, Tennessee 37064.

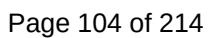
EXHIBIT C

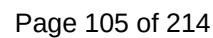
Site Plan (See Attached)

Site Location: 135 Claude Yates Drive, Franklin, Tennessee 37064

Generating Facility Specifications:

1. A 197.34 kWdc (approximate) solar PV installation and attendant electrical equipment including, but not limited to, PV modules, inverters and supporting AC/DC wiring, combiner boxes and electrical subpanels, along with such ancillary equipment or property as may be necessary to create a solar power generating facility at the conclusion of the installation. All equipment is to be ground-mounted at 135 Claude Yates Drive, Franklin, Tennessee 37064 on one (1) acre of shade-free land.





SCHEDULE 12(b)
HAZARDOUS MATERIALS



File #: 21-0950

DATE: November 1, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Joseph Bryan, Principal Planner

SUBJECT:

Acknowledgment Of Progress Report On Resolution 2024-05, A Resolution Adopting A Plan Of Services For The Annexation Of 2247 South Berrys Chapel Road By The City Of Franklin, Tennessee. Establishing A Public Hearing For January 14, 2025

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the progress reports required by State Law for Plans of Services adopted by the City of Franklin.

BACKGROUND/STAFF COMMENTS:

Changes were made to State Law, effective May 2015, that affected the annexation process, including the Plan of Services adopted as part of an annexation. Not only is a Plan of Service required for any annexation considered by a municipality, but a progress report is required six months after the adoption of the Plan of Services and annually thereafter until such a time as the City has fulfilled all of its obligations. The progress report is required to be published in a newspaper of general circulation, and a public hearing is required to be held. The progress report provided identifies only the City's obligations for extending services to the annexed properties. It should be noted that many times, the Plan of Services is written to require the extension of public infrastructure as development occurs, and not necessarily immediately after an annexation becomes effective.

This progress report addresses the Plan of Services for two properties located west of Franklin Road and south of South Berry's Chapel Road. This property was annexed on June 11, 2024. Currently, the property is zoned PD, and has no active development applications with the City. At this time, the City has fulfilled any and all of its obligations as outlined in Resolution 2024-05. There will be no other reports given for this Plan of Services.

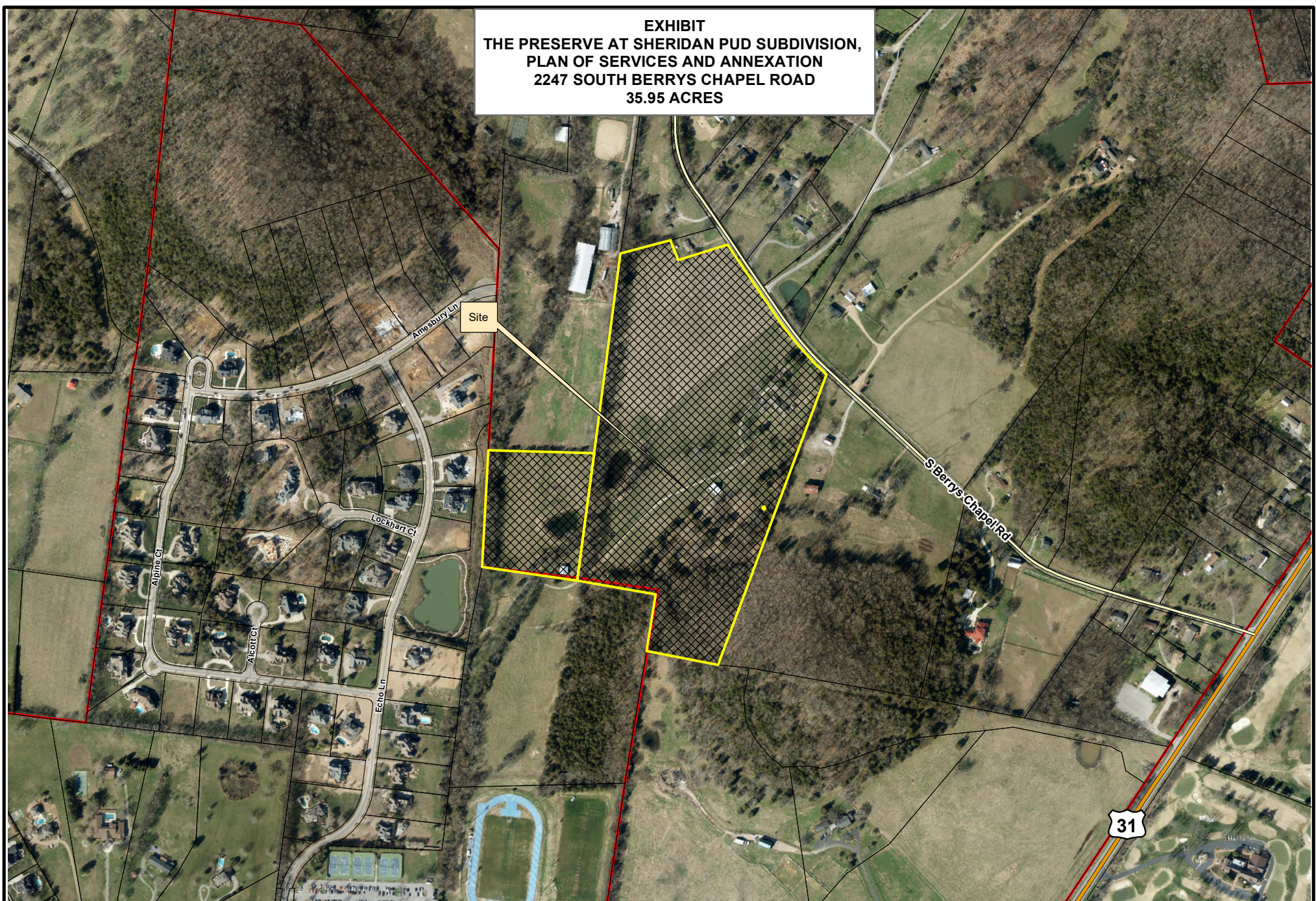
FINANCIAL IMPACT:

Thus far, additional staffing resources or equipment has been deemed unnecessary to provide services to the annexed properties.

RECOMMENDATION:

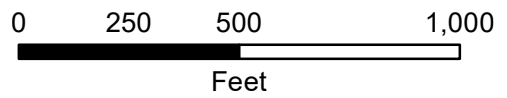
Staff recommends acknowledgement of the Plans of Services Progress Report for Resolution 2024-05.

EXHIBIT
THE PRESERVE AT SHERIDAN PUD SUBDIVISION,
PLAN OF SERVICES AND ANNEXATION
2247 SOUTH BERRYS CHAPEL ROAD
35.95 ACRES



Legend

-  2247 S Berrys Chapel Rd
-  Limits



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It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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Progress Report

Date: December 10, 2024

Purpose: to provide the six-month report on the status of the extension of services according to the Plan of Services and any changes proposed, as required by TCA 6-51-108 for the following Plan of Services:

Resolution 2021-70: A Resolution Adopting A Plan Of Services For The Annexation Of Eight Properties West Of Lewisburg Pike And South Of Goose Creek Bypass, By The City Of Franklin, Tennessee.

Properties:

Parcel	Address
52-84.11	2247 S Berrys Chapel Rd
52-81.00	2247 S Berrys Chapel Rd

Services	City's Obligation	Status of City's Obligation
Water	No obligations of the City; Mallory Valley provider	Fulfilled
Reclaimed Water	No extensions required	Fulfilled
Wastewater	No additional extensions required	Fulfilled
Stormwater	Owner responsible for engineering, design, and construction of necessary stormwater infrastructure	Fulfilled
Streets	Emergency maintenance of streets begins with effective date of annexation	Fulfilled
Traffic Control	No additional traffic control devices required	Fulfilled
Street Lighting	No additional off-site street lighting required	Fulfilled
Street Name Signs	No additional street name signs required	Fulfilled
Fire Protection	Fire Protection begins on and after the effective date of annexation	Fulfilled
Planning and Zoning	Property to be zoned pursuant to the Franklin Zoning Ordinance.	Fulfilled
Parks and Recreation	Benefit and use of recreational facilities made available.	Fulfilled
Police Protection	Police patrol and response to calls by the Franklin Police Department.	Fulfilled
Building and Code Inspection Services	Building and code inspection services to begin in the annexed area.	Fulfilled
Garbage and Recycling Pickup and Environmental Services	Sanitation and Environmental Services will begin providing services in the annexed area.	Fulfilled

At this time, the City has fulfilled its obligations, and no other reports will be provided for this Plan of Services.

RESOLUTION 2024-05

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF PROPERTY LOCATED WEST OF FRANKLIN ROAD AND SOUTH OF SOUTH BERRYS CHAPEL ROAD, AT 2247 SOUTH BERRYS CHAPEL ROAD, BY THE CITY OF FRANKLIN, TENNESSEE

WHEREAS, *Tennessee Code Annotated* (T.C.A.) § 6-51-102, as amended, requires that a Plan of Services be adopted by a municipal governing body prior to the passage of an annexation resolution; and

WHEREAS, David Blackburn, DRB Preservation Trust, ("Owner") of property located at 2247 South Berrys Chapel Road ("Property") petitioned the Board of Mayor and Aldermen ("BOMA") of the City of Franklin, Tennessee ("City"), to annex the Property contiguous the City limits and located within the Franklin Urban Growth Boundary ("UGB"); and

WHEREAS, the Property is located at 2247 South Berrys Chapel Road, contiguous to the City limits, within the Urban Growth Boundary, and as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
52-84.11	5.66
52-81.00	30.29
Total	35.95

WHEREAS, this resolution shall bind the Owners and subsequent Owners of the Property; and

WHEREAS, the Plan of Services has been submitted to the Franklin Municipal Planning Commission for study and a written report as required by T.C.A. § 6-51-102, as amended; and

WHEREAS, a public hearing was held following public notice as required by T.C.A. § 6-51-102, as amended; and

WHEREAS, it is believed it is in the best interest of the City to adopt a Plan of Services for the area petitioned to be annexed in order to provide for future development in accordance with City standards; and

WHEREAS, this resolution shall not bind the City to later annex the Property.

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

SECTION I. Pursuant to the provisions of T.C.A. § 6-51-102, as amended, there is hereby adopted, for the area bounded as described above, the following Plan of Services:

A. Water

1. The Property is located within the Mallory Valley Utility District service area.

2. Water availability shall be approved and provided through the Mallory Valley Utility District prior to annexation.
3. The Owner shall be required to provide adequate fire flow and pressure to the Property.

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. In the case of this Property, a 2,000 foot extension would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.

C. Wastewater

1. The Property lies within the Spencer Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The Owner shall be required to extend the sanitary sewer infrastructure approximately 3,300 feet to provide service to the Property.
3. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
4. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
5. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.

D. Stormwater

1. The Owner shall be responsible for the engineering, design and construction of the necessary stormwater infrastructure for the development of the Property and shall comply with the requirements as outlined in the Franklin Municipal Code.
2. As the Property develops, the City will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from South Berrys Chapel Road.
4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

F. Traffic Control

1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time.

2. New development after the effective date of annexation shall comply with City regulations governing traffic control devices and markings.

G. Street Lighting

1. No off-site street lighting is proposed at this time.
2. Street lighting within new developments shall be funded and installed by the Owner per City policy, which includes the installation of electric meters to allow for future ownership and maintenance by the City or homeowners association. The installation and operation of street lights shall coincide with the phasing of development and issuance of Certificates of Occupancy.

H. Street Name Signs

1. No additional street name signs in the area have been deemed necessary.
2. New development shall install street name signs per City policy.

I. Fire Protection

1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. Envision Franklin places this property in the Large-Lot Residential Design Concept, which recommends that new development should have a minimum lot size of one acre or more to fit contextually with surrounding neighborhoods.
3. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen to a Zoning District and any applicable Overlay Zoning District(s), pursuant to the requirements of the Franklin Zoning Ordinance. If the Owner has requested the Planned District, they shall be required to submit a Development Plan, pursuant to the Franklin Zoning Ordinance.

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Impact Fees and Parkland Dedication Ordinance 2016-25. The Ordinance can be found at https://library.municode.com/tn/franklin/codes/code_of_ordinances
3. The Parks Master Plan is due to be updated to include amendments that have been added over the past few years. As the plan is updated, the Parks Department will look at the outer boundaries of the UGB for potential areas to build new City parks. Neighborhood parks and trails will be a part of future planning, as well.

L. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.
2. Police services will be provided with existing personnel and equipment.

M. Building and Code Inspection Services

1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.

N. Garbage and Recycling Pickup and Environmental

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

SECTION II. This Resolution shall take effect from and after its adoption.

IT IS SO RESOLVED AND DONE on this 28th day of May, 2024.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: ASkarp

Angie Skarp
City Recorder

BY: [Signature]

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley

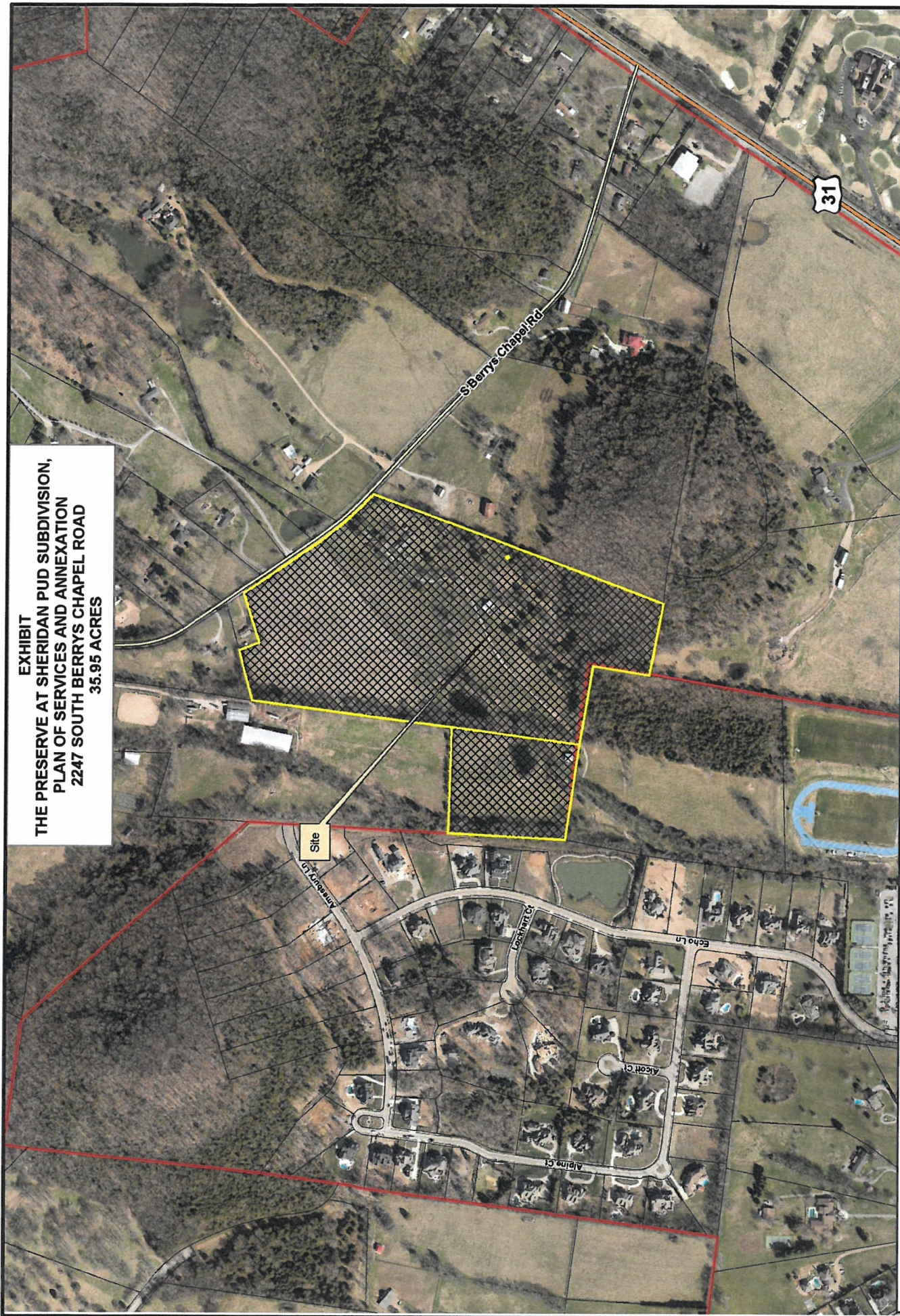
Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PUBLIC HEARING HELD:

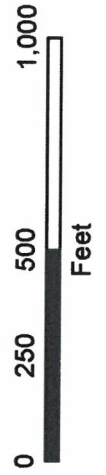
2/22/24, 7-0
5/28/24

EXHIBIT
THE PRESERVE AT SHERIDAN PUD SUBDIVISION,
PLAN OF SERVICES AND ANNEXATION
2247 SOUTH BERRYS CHAPEL ROAD
35.95 ACRES

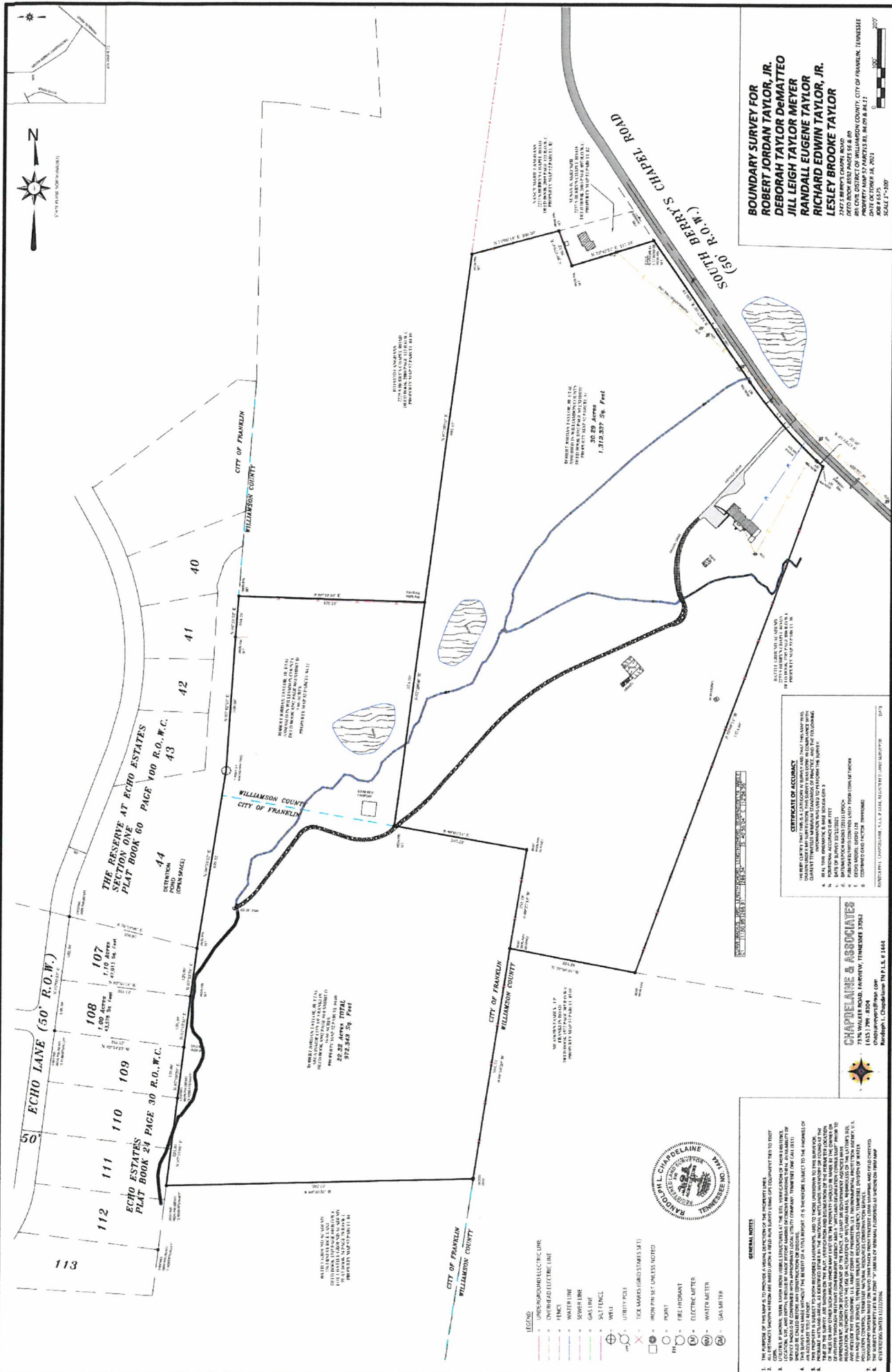


Legend

-  2247 S Berrys Chapel Rd
-  Limits



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BOUNDARY SURVEY FOR
ROBERT JORDAN TAYLOR, JR.
DEBORAH TAYLOR DeMATTEO
JILL LEIGH TAYLOR MEYER
RANDALL EUGENE TAYLOR
RICHARD EDWIN TAYLOR, JR.
LESLEY BROOKE TAYLOR

22425 BRIDGES CHAPEL ROAD
FRANKLIN, TENNESSEE 37067
PROPERTY MAP 37 PARCELS 88, 89 AND 94.11
APRIL 15, 2021
SCALE 1"=100'

CERTIFICATE OF ACCURACY
I, the undersigned, being a duly licensed Professional Surveyor in the State of Tennessee, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner or his authorized agent, and that the same has been compared with the original survey and found to be correct.

CHAPLINE & ASSOCIATES
7145 WALKER ROAD, FRANKLIN, TENNESSEE 37067
(615) 796-1804
CHAPLINE@CHAPLINE.COM
Professional L. Chapline, P.E., L.S., L.M.S., L.S.M.

GENERAL NOTES
1. THE SURVEY IS BASED ON THE ASSUMPTION THAT THE PROPERTY LINES SHOWN ON THE MAP ARE CORRECT.
2. THE SURVEY IS BASED ON THE ASSUMPTION THAT THE PROPERTY LINES SHOWN ON THE MAP ARE CORRECT.
3. THE SURVEY IS BASED ON THE ASSUMPTION THAT THE PROPERTY LINES SHOWN ON THE MAP ARE CORRECT.
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8. THE SURVEY IS BASED ON THE ASSUMPTION THAT THE PROPERTY LINES SHOWN ON THE MAP ARE CORRECT.



- LEGEND**
- UNSUBSCRIBED ELECTRIC LINE
 - ON-HEAD ELECTRIC LINE
 - FENCE
 - WATER LINE
 - SEWER LINE
 - GAS LINE
 - SALTENCE
 - WELL
 - UTILITY POLE
 - TICK MARKS (GROSS STAKES)
 - IRON PIN SET (UNLESS NOTED)
 - POINT
 - FIRE HYDRANT
 - ELECTRIC METER
 - WATER METER
 - GAS METER

THE PRESERVE AT SHERIDAN PUD
SUBDIVISION, ANNEXATION PLAN
FOR
DRB PRESERVATION TRUST

CONTACTS

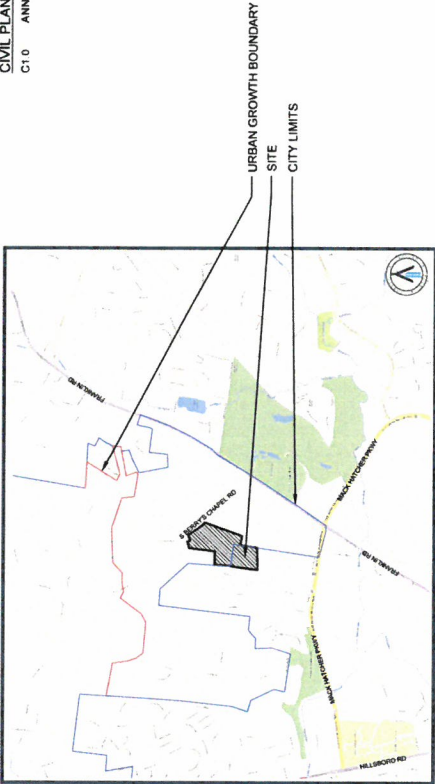
OWNER/DEVELOPER
DAVID BLACKBURN
DRB PRESERVATION TRUST
381 MALLORY LANE, SUITE 207
FRANKLIN, TN 37067
(615) 202-5040
david@blackburnin.com

LANDSCAPE ARCHITECTURE

TROY GARDNER, PLA
RAGANSMITH
315 WOODLAND STREET
NASHVILLE, TN 37206
(615) 244-5591
tgardner@ragansmith.com

INDEX OF SHEETS

SHEET	DESCRIPTION
CVR	COVER SHEET
C10	ANNEXATION PLAN



LOCATION MAP
SCALE 1"=100'

2247 S Berry's Chapel Road
Franklin, TN 37069
Map 52 | Parcels 81.84.09 & 84.11
City of Franklin Project No. 8384

CITY OF FRANKLIN,
WILLIAMSON COUNTY,
TENNESSEE



THE PRESERVE AT SHERIDAN
FOR
ANNEXATION PLAN,
PUD SUBDIVISION,
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale	1"=100'
Date	JANUARY 8, 2023
Approved by	TG
Revisions	

1 800-024 105 CITY COMMENTS
Drawing Title
COVER

Drawing No.
CVR
Project No.
22-0131





File #: 21-01324

DATE: November 26, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

*Consideration Of Ordinance 2024-49, An Ordinance To Establish No-Parking-Anytime Zones Along The Extents Of Green Acres Drive And Harpeth Drive

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2024-49.

BACKGROUND/STAFF COMMENTS:

In summer of 2024, Hank's Coffee Station, located at 1411 West Main Street, opened its doors and has quickly become a popular destination. This business, along with other establishments on West Main Street, has resulted in significant parking overflow into the adjacent residential neighborhood on Green Acres Drive.

Residents have reported vehicles parking on both sides of Green Acres Drive and Harpeth Drive, encroaching on lawns, blocking driveways or mailboxes, and creating potential access issues for emergency vehicles. The narrow street, measuring 18-19 feet in width, exacerbates these issues. In addition, concerns have been raised regarding pedestrian safety and the overall impact on property owners in the area.

Current Process for Implementing Parking Restrictions:

The City's process for restricting parking on residential streets is outlined as follows:

1. Petition Requirements:

- A petition must be signed by at least two-thirds (2/3) of the affected property owners.
- In the case of Green Acres Drive, 24 signatures from the 36 total properties are required.
- Renters are not eligible to sign the petition, but property owners may authorize renters to sign on their behalf if written permission is provided (e.g., an email).
- The petition must specify the proposed parking restriction limits, such as whether the restrictions apply to one or both sides of the street or specific "from/to" boundaries.

2. Ordinance Creation and Approval:

- Once a valid petition is submitted, City staff will draft an ordinance for BOMA consideration.
- No parking signs can be installed only after the ordinance is approved by BOMA.

The residents were able to obtain 12 of the 26 property owner's signatures with 4 additional signatures not appearing to be the listed property owner for Green Acres Drive, for a total of 16 of 26 property signatures. For Harpeth Drive, there are very few property owners who live at the physical address of this roadway (i.e. income/rental properties), therefore only 3 of the 7 property owners signatures were obtained. 3 additional property owners located on sections of Harpeth Drive away from the direct parking issue also signed as they have to traverse these roadways to get to West Main.

Due to the unique circumstances in this area, including the number of rental properties, residents have found it challenging to secure the required two-thirds majority vote. Despite these challenges, staff recognizes the critical need to address safety and accessibility concerns caused by the parking overflow. To facilitate action, staff has prepared an ordinance for BOMA consideration. This ordinance aims to address the parking issues proactively, given the clear safety concerns and the difficulty in adhering to the typical petition process in this specific case.

FINANCIAL IMPACT:

The financial impact associated with installing additional signage is minimal and can be absorbed within the existing budget.

RECOMMENDATION:

Given the inability to secure the required two-thirds majority and the pressing safety and access challenges in this area, staff is seeking direction from the Board of Mayor and Aldermen.

NEIGHBORHOOD NO PARKING PETITION FORM

Name of neighborhood and requesting organization: Green Acres

Contact person: William Andrews

Street for No Parking: Both sides of Green Acres Drive between Harpeth Drive continuing easterly to the extents of Green Acres Drive located 1000' east of Harpeth Drive and both sides of Harpeth Drive from Green Acres Drive to Hill Drive

Request Statement: Install NO PARKING ANYTIME signs along above referenced street

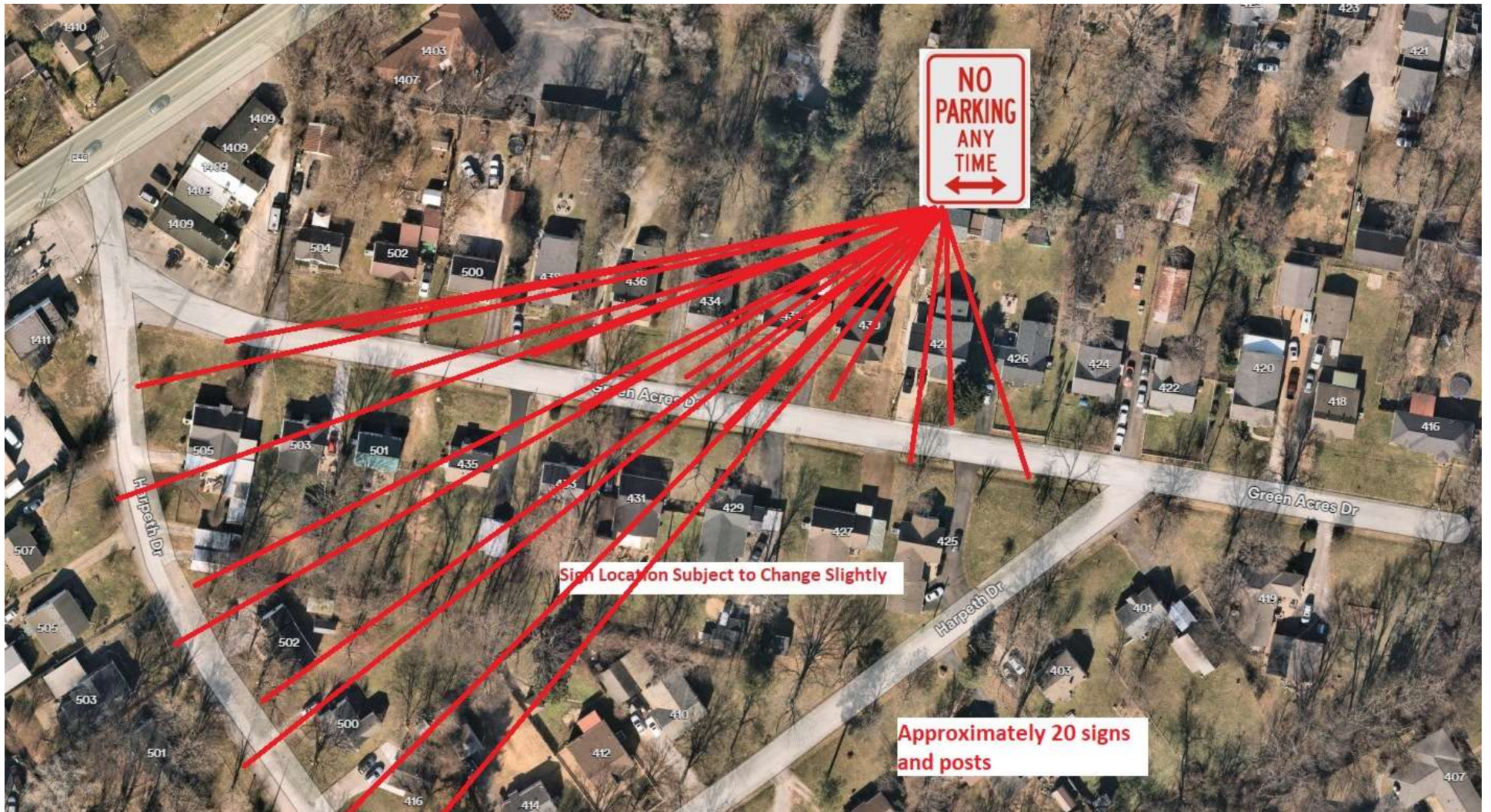
SIGNATURES In Approval For:

Property Owner Name	Address	Telephone No.
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____

Property Owner Name	Address	Telephone No.
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____
18. _____	_____	_____
19. _____	_____	_____
20. _____	_____	_____
21. _____	_____	_____
22. _____	_____	_____
23. _____	_____	_____
24. _____	_____	_____
25. _____	_____	_____
26. _____	_____	_____
27. _____	_____	_____
28. _____	_____	_____
29. _____	_____	_____
30. _____	_____	_____
31. _____	_____	_____
32. _____	_____	_____

PROP STREET	OWNER 1	OWNER 2	OWNER STREET	OWNER CITY	OWNER STATE	OWN ZIP
401 HARPETH DR	HASSELL REBECCA		171 OSTEEN LN	CHAPEL HILL	TN	37034
419 GREEN ACRES DR	SUMMERS CLIFFORD JAMES	JENNINGS JORDAN HILLARY	419 GREEN ACRES DR	FRANKLIN	TN	37064
416 GREEN ACRES DR	CAPPS RYAN	CAPPS ELIZABETH	416 GREEN ACRES DR	FRANKLIN	TN	37064
418 GREEN ACRES DR	REED JAMES M		418 GREEN ACRES DR	FRANKLIN	TN	37064
420 GREEN ACRES DR	STEVENS GEORGE WAYLON	HOWARD SUSAN CURRIER	420 GREEN ACRES DR	FRANKLIN	TN	37064
422 GREEN ACRES DR	CATTERMOLE ROBERT	SIROTA LOUANNE	422 GREEN ACRES DR	FRANKLIN	TN	37064
424 GREEN ACRES DR	MCCORD LESLIE BENJAMIN		7426 HUNTWICK TRL	NASHVILLE	TN	37221
426 GREEN ACRES DR	DUNCAN CHARLES S	DUNCAN JULIE A	426 GREEN ACRES DR	FRANKLIN	TN	37064
428 GREEN ACRES DR	MORRIS PAUL D	MORRIS DEBORAH C	428 GREEN ACRES DR	FRANKLIN	TN	37064
430 GREEN ACRES DR	MOSS ERIC		40 BURTON HILLS BLVD #200	NASHVILLE	TN	37215
432 GREEN ACRES DR	BROWN RICKY L	BROWN DAWN M	432 GREEN ACRES DR	FRANKLIN	TN	37064
434 GREEN ACRES DR	WILSON CHRISTOPHER A		434 GREEN ACRES DR	FRANKLIN	TN	37064
436 GREEN ACRES DR	CUCCIA DOMONIC	CUCCIA MARGARITA M	533 RIVERVIEW DR	FRANKLIN	TN	37064
438 GREEN ACRES DR	POWER JESSICA	POWER CHRISTOPHER	2994 POLO CLUB RD	NASHVILLE	TN	37221
500 GREEN ACRES DR	VEGA-SANCHEZ URIEL A		500 GREEN ACRES DR	FRANKLIN	TN	37064
502 GREEN ACRES DR	MURRIETA DAY SPA INC		502 GREEN ACRES DR	FRANKLIN	TN	37064
504 GREEN ACRES DR	HEITHCOCK GARY R	HEITHCOCK JOYCE S	504 GREEN ACRES DR	FRANKLIN	TN	37064
1409 W MAIN ST	CAMERON PROPERTIES		1503 COLUMBIA AVE	FRANKLIN	TN	37064
505 GREEN ACRES DR	GOINS JUDY G	GOINSSULLIVAN CRYSTAL L	505 GREEN ACRES DR	FRANKLIN	TN	37064
503 GREEN ACRES DR	MCBRIDE TERRY	MCBRIDE CATHY	503 GREEN ACRES DR	FRANKLIN	TN	37064
501 GREEN ACRES DR	TOMLIN BILLY CARL		1927 LEWISBURG PIKE	FRANKLIN	TN	37064
435 GREEN ACRES DR	HORTON JOEL MARK	HORTON FELECIA DIANNE	2621 COUNTRY HAVEN DR	THOMPSONS STA	TN	37170
433 GREEN ACRES DR	BALINGIT BRIAN		12 DUBOST CT	DANVILLE	CA	94526
431 GREEN ACRES DR	STEVENS KRISTA M		431 GREEN ACRES DR	FRANKLIN	TN	37064
429 GREEN ACRES DR	ANDREWS WILLIAM CLYDE		429 GREEN ACRES DR	FRANKLIN	TN	37064
427 GREEN ACRES DR	SMITH KEITH EVERETTE ETAL		PO BOX 3226	BRENTWOOD	TN	37024
425 GREEN ACRES DR	BAWCOM LEIGH CALDWELL		425 GREEN ACRES DR	FRANKLIN	TN	37064
507 HARPETH DR	COOKE GEOFFREY & DIANNE LIV T		P O BOX 681892	FRANKLIN	TN	37068
505 HARPETH DR	BENNETT CRYSTAL A		505 HARPETH DR	FRANKLIN	TN	37064
503 HARPETH DR	HELMLE WADE AND RACHEL TRUS		4810 SCENIC OAKS LN	THOMPSONS STA	TN	37179
501 HARPETH DR	TROUPE J LOUISE		501 HARPETH DRIVE	FRANKLIN	TN	37064
416 HARPETH DR	SHADYMEADOW PROPERTIES LLC		416 HARPETH DR	FRANKLIN	TN	37064
500 HARPETH DR	MARKOVICH DORIS WALTON	MARKOVICH JOHN MATTHEW	1705 LEWISBURG PK	FRANKLIN	TN	37064
502 HARPETH DR	NESBITT JOHN PAUL	NESBITT TRISHA WIGGINS	601 MOSS LN	FRANKLIN	TN	37064





PROP STREET	OWNER 1	OWNER 2	OWNER STREET	OWNER CITY	OWNER STATE	OWN ZIP	Comments
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500 GREEN ACRES DR	VEGA-SANCHEZ URIEL A		500 GREEN ACRES DR	FRANKLIN	TN	37064	Signature does not appear to be owner
502 GREEN ACRES DR	MURRIETA DAY SPA INC		502 GREEN ACRES DR	FRANKLIN	TN	37064	Unsure if signature is owner of the Day Spa
504 GREEN ACRES DR	HEITHCOCK GARY R	HEITHCOCK JOYCE S	504 GREEN ACRES DR	FRANKLIN	TN	37064	
505 GREEN ACRES DR	GOINS JUDY G	GOINSULLIVAN CRYSTAL L	505 GREEN ACRES DR	FRANKLIN	TN	37064	
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502 HARPETH DR	NESBITT JOHN PAUL	NESBITT TRISHA WIGGINS	601 MOSS LN	FRANKLIN	TN	37064	
414 HARPETH DR	James Hassell		414 HARPETH DR	FRANKLIN	TN	37064	Not on Street for No parking zone - but have to use streets
410 HARPETH DR	Chris Miller		410 HARPETH DR	FRANKLIN	TN	37064	Not on Street for No parking zone - but have to use streets
602 HILL DR	William Brown		602 HILL DR	FRANKLIN	TN		Not on Street for No parking zone - but have to use streets

ORDINANCE 2024-49

**AN ORDINANCE TO ESTABLISH NO-PARKING-ANYTIME ZONES ALONG
THE EXTENTS OF GREEN ACRES DRIVE AND HARPETH DRIVE**

WHEREAS, in order to promote the health, safety, human rights, prosperity, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards to streets within the City; and

WHEREAS, the City of Franklin Engineering Department received resident requests to establish No-Parking-Anytime zones along both sides of Green Acres Drive and Harpeth Drive; and

WHEREAS, the current width of Green Acres Drive is approximately nineteen (19) feet and Harpeth Drive is approximately eighteen (18) feet; and

WHEREAS, parking on one or both sides of the street severely restricts resident and emergency access; and

WHEREAS, the Board of Mayor and Aldermen find this action to be in the best interest of the City.

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

SECTION I. That a NO PARKING ANYTIME zone be created for the entire extents of Green Acres Drive and Harpeth Drive for both sides of the street.

SECTION II. That 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 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 second and final reading, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

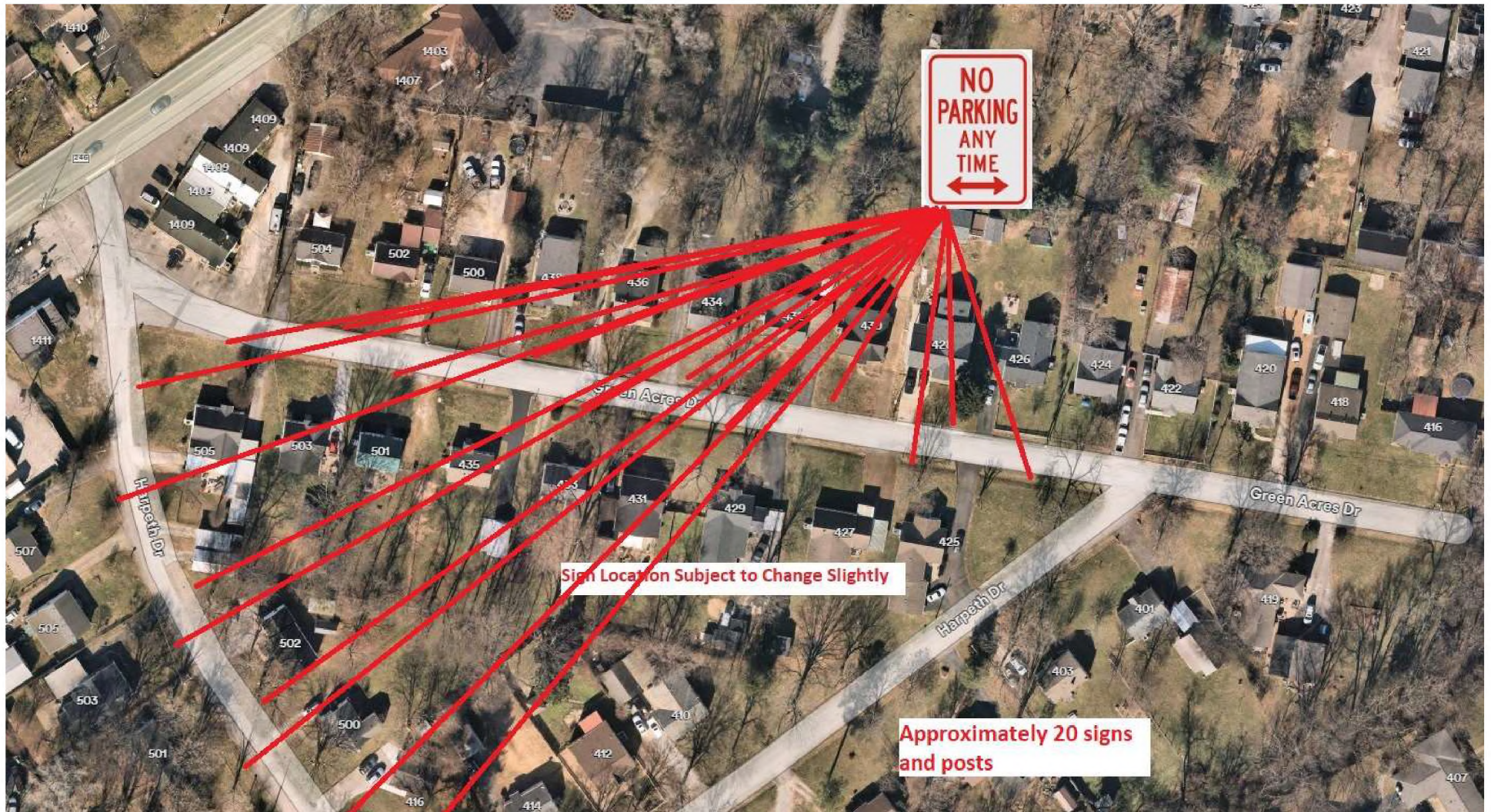
Approved as to form by:

William E. Squires
Assistant City Attorney

PASSED FIRST READING

PASSED SECOND READING:

ORD 2024-49 EXHIBIT





City of Franklin

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

File #: 21-0381

DATE: November 20, 2024
TO: Board of Mayor and Aldermen
FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

*Consideration Of Resolution 2024-57, A Resolution To Approve Temporary Median Barrier Installation On SR-96 (Murfreesboro Rd) Between Royal Oaks And Interstate 65
CIC 6/27/24, 4-0
WS 8/27/24; 10/22/24
BOMA 9/10/24, 5-4 postpone to 10/22/24; 10/22/24, 5-3 postpone to 12/10/24

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-57, a resolution to approve installation of temporary median barrier with flexible delineators along SR-96 (Murfreesboro Rd) between Royal Oaks and I-65.

BACKGROUND/STAFF COMMENTS:

In the Spring of 2020, the Vintage Franklin development was approved by the Planning Commission and the Board of Mayor and Aldermen. In the development's traffic impact study, a transportation safety mitigation project proposed the installation of a concrete median on SR-96 (Murfreesboro Road) between Royal Oaks and I-65 where the crash rate was over 3 times the statewide average, at that time. This project was part of the development conditions of approval for when the office building on Riverside Drive was constructed. This office building has no timetable to be constructed. This section of roadway continues to be the highest vehicular crash location in the City and was identified for study by TDOT in July of 2022. At that same time, a TDOT repaving project was happening and TDOT proposed a less invasive striping solution to further discourage left turns along this section of roadway. The section was restudied in April 2024 and found that the striping and hatching has made zero reductions in left turn crashes and in fact, the crash rate has increased slightly since the striping was implemented. The crash rate is now over four times the statewide average for this type of roadway and is still the number one crash area in the City of Franklin.

At the direction of the Board, staff has developed two concepts for consideration. Both concepts now include overhead signs. Concept 1 includes signing and a rubber median with delineators and Concept 2 includes signing and a concrete median.

FINANCIAL IMPACT:

CONCEPT 1 - SIGNING & RUBBER MEDIANW/ DELINEATORS		
Item	City	TDOT
Signing	\$16,000	
Traffic Control	\$30,000	
Delineators		\$85,000
Overhead Sign Assembly	\$50,000	
Total Est. Cost	\$96,000	\$85,000

CONCEPT 2 - CONCRETE MEDIAN		
Item	City	TDOT
Signing	\$16,000	\$0
Concrete Median	\$357,000	\$0
Traffic Control	\$53,000	\$0
Overhead Sign Assembly	\$50,000	\$0
Pavement	\$100,000	\$0
Total Est. Cost	\$576,000	\$0

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-57.

From: [Zane Pannell](#)
To: [Adam Moser](#)
Cc: [Nathan Vatter](#); [Jordan Burress](#)
Subject: SR 96 curbed delineators
Date: Monday, May 20, 2024 10:40:22 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

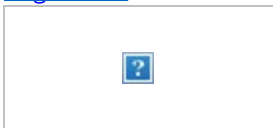
Adam,

Are you all still wanting to install curbed delineators along SR 96 between I-65 and Royal Oaks? Based on my discussion with Nathan, TDOT would purchase the delineators and provide traffic control if the City of Franklin can install. I'm looking to purchase about 1,100 feet. Here's an example below of what I had in mind but able to handle drainage.





Zane Pannell | Traffic Operations Manager
Region 3 Traffic Operations
6601 Centennial Blvd. Nashville, TN 37243-0360
615-741-6538
Zane.pannell@tn.gov
tn.gov/tdot



DATE: April 5, 2024 (Updated 8/9/2024)

TO: TDOT Region 3 Traffic Operations Division

FROM: Paul Holzen, Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT: SR-96 (Murfreesboro Rd) from Royal Oaks to I-65 Turn Restriction Treatment

Purpose

The purpose of this memo is to summarize the crash data for the subject section of roadway and collaborate with the Tennessee Department of Transportation (TDOT) to implement further safety measures to restrict turning movements along this section of roadway.

Background

The section of SR-96 (Murfreesboro Road) from Royal Oaks to I-65 continues to be the highest crash rate area in the City of Franklin. While crashes are a majority property damage (minor), there have been both minor injuries and serious injuries reported. On average, between 40 and 50 crashes per year are reported in this section. This accounts to almost one crash per week per year.



Figure 1 Crash Analysis Location

In the Fall of 2022, and as seen in Figure 1, TDOT completed a repaving of this section and added a hatched area in the median to try and emphasize that left turning movements are discouraged for

this section, and to see if the pavement markings would help reduce left turn movements and crashes in this area. This first step was implemented as an alternative that could be added at no cost with the repaving project TDOT was performing at that time.

A year of crash data has now been collected since the implementation of this hatched median for a before/after analysis.

Analysis

Over the last five years, this section of roadway is Franklin's highest crash area (and crash rate) in the City, as shown circled in Figure 2.

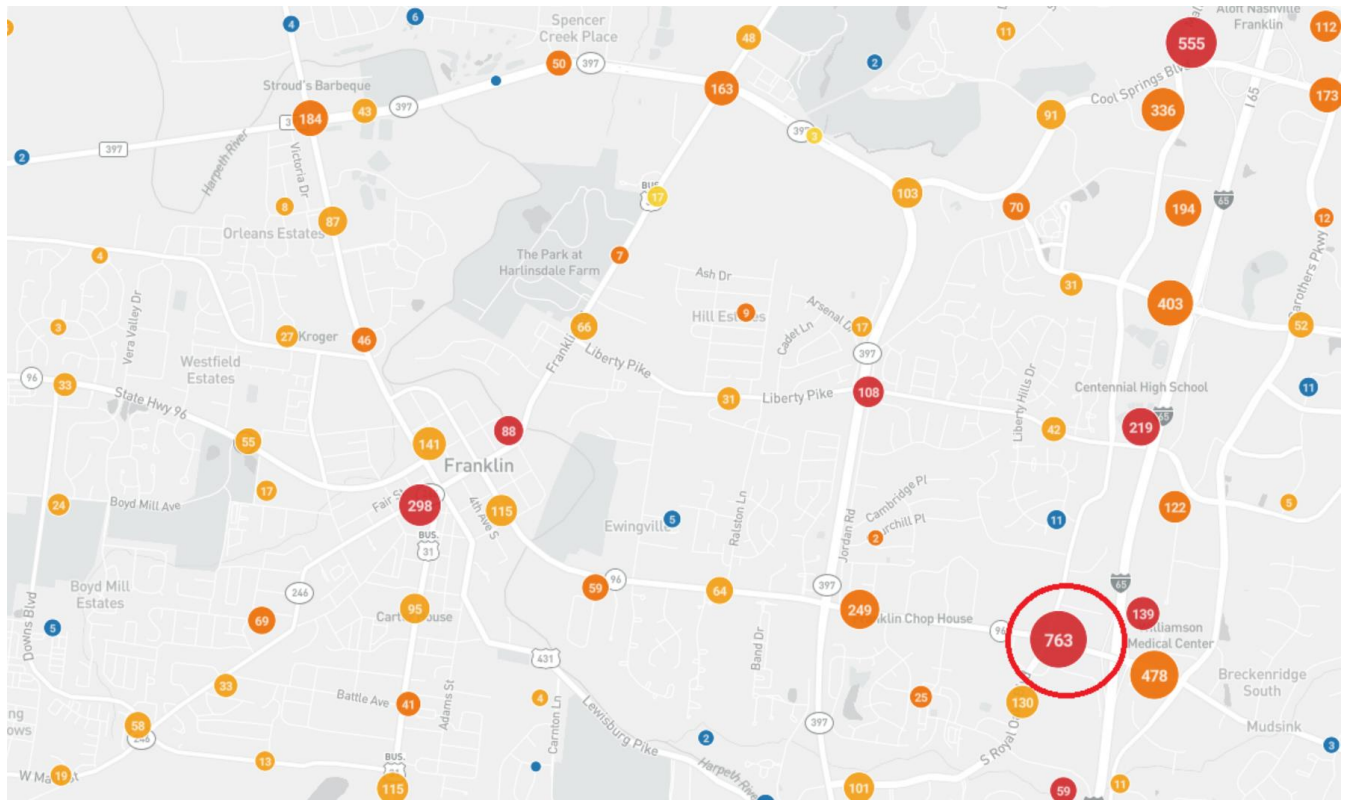


Figure 2 Five Year Crash History - Franklin, TN – Location Circled

The following tables represent crash rates on SR-96 in this section of roadway before and after the pavement marking (hatching). Table 1 represents the crash rate before the hatching was completed, and Table 2 shows 2023, the year after the hatching was completed.

State Route 96, Williamson County				LM 12.880 to 13.040
Section - Royal Oaks Blvd to I-65 Interchange				
93 Crashes	- 2021 to 2023	Actual	- 13.848	Acc/MMM
State Average	- 3.223	Acc/MMM	Critical	- 4.909
A/S Ratio	= 4.30		A/C Ratio	= 2.82

Table 1 2021 to 2023 (Prior to Hatching)

State Route 96, Williamson County				LM 12.880 to 13.040
Section - Royal Oaks Blvd to I-65 Interchange				
50 Crashes	- 2023 to 2024	Actual	- 14.890	Acc/MMM
State Average	- 3.223	Acc/MMM	Critical	- 5.652
A/S Ratio	= 4.62		A/C Ratio	= 2.63

Table 2 2023 to 2024 (After Hatching)

As one can see from the analysis, the median hatching has been ineffective as to reducing the crash rate. In fact, it has gone up a bit from the prior years. The actual crash rate for this section is almost five times the state average for an urban multilane state route.

Conclusions & Recommendations

In 2020, the Vintage Franklin development, located along Oak Meadow Drive, included in their Traffic Impact Analysis (TIA) a recommendation restricting left turn movements along SR-96 from Royal Oaks to I-65, citing the unusually high crash rate during their safety analysis for the development. As a condition of approval, the developer was to install a concrete rolled curb median along this section, however, this condition was not to be implemented until the office building phase of the project was completed. That office building construction timeline is unknown, and likely years away from being constructed. This information was relayed to TDOT when discussing the hatching in 2022.

Since this roadway section continues to be the City's highest crash rate area, the City of Franklin recommends implementing near-term solutions to reduce the crash rate. As a possible solution, and as discussed with TDOT, 1000' of temporary curbing with flexible delineators could be installed along the center of the hatched median (TDOT Pay Item 712-12.10). It is estimated that the cost for this measure is approximately \$65 per linear foot, for a total estimate of \$65,000 for this work. The advantages of this temporary solution are the following:

1. Survey would not be required for installation to ensure proper stormwater drainage. This type of curbing has drain holes to allow water to pass through.
2. Flexible delineators allow for emergency vehicles to 'push through' to access businesses on each side of the roadway as necessary.
3. Should it be found that the temporary curbing either creates an issue, or proves to be effective in reducing crashes, a more permanent solution, such as what is required of the Vintage Franklin developer, can be implemented – or it can be removed.

The permanent median concept was presented to the Board of Mayor and Alderman as part of the Vintage at Watson glen PUD Subdivision. At the time, there was no major objection with our elected officials. If the state is willing to implement and fund this temporary solution, city staff would be more than willing to obtain approval from our Board of Mayor and Alderman to ensure TDOT has local support. In addition, we would work with future development to fund the installation of a rolled curb concrete median as a permanent solution as planned. Please let us know if this temporary solution is an option that TDOT can support and fund.



Figure 3 Example of Temporary Curbing with Delineators

Update 8/9/2024 – Alderman Request for More info on crashes/crash type – CIC Meeting 6/27/2024

The Franklin Police Department pulled detailed crash data for the past year. The following is a crash synopsis from 8/1/2023 – 8/1/2024

Total Crashes			53
Total Angle Crashes			30
Total Minor Injury			8
Total Injury			6

Location Map 8/1/2023 – 8/1/2024





HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

Master #	Incident #	Date/Time	Officer	Synopsis	Injury
103738484	2308175381	8/4/2023 21:40	Munford	Westbound left turn into Shell, struck by eastbound vehicle	
103749771	323078823	8/16/2023 17:51	Achinger	Westbound left turn into Shell, struck by eastbound vehicle	Suspected minor injury, transported to WMC
400004346	2308189480	8/21/2023 17:18	Gibson	Westbound Murfreesboro left turn into Wafflehouse, struck by eastbound vehicle	
103758752	2308196819	8/30/2023 5:40	Langhi	Eastbound exiting Hardees, struck by westbound vehicle	
103770286	2309205000	9/9/2023 11:52	Durham	Eastbound left turn into Mapco, struck by westbound vehicle	Possible injury, transported to WMC
400009284	2309214860	9/22/2023 16:05	Lecates	Westbound left turn into Best Western, struck by eastbound vehicle	
103778416	2309215521	9/23/2023 12:00	Travis	Eastbound left turn into Candlewood, struck by westbound vehicle	
400012017	2310223945	10/4/2023 8:43	Brandon	Eastbound left turn into Hardees, struck by westbound vehicle	
400015614	2310233728	10/17/2023 17:02	Gibson	Westbound vehicle turning left into Twice Daily's was struck by eastbound vehicle	
400015923	2310234490	10/18/2023 17:01	Gibson	Westbound vehicle turning left into Twice Daily's was struck by eastbound vehicle	
400022725	2311249893	11/7/2023 18:17	Lecates	Westbound left turn into Best Western, struck by eastbound vehicle	
400024007	2311253165	11/11/2023 0:00	Lipinski	Eastbound left turn into Candlewood, struck by westbound vehicle	Possible injury, transported to WMC
400034633	2312276168	12/12/2023 13:02	Sanchez	Eastbound left turn into Wendy's, struck by westbound vehicle	
400045981	2401009746	1/13/2024 10:40	Donegan	Eastbound left turn into Hardees, struck by westbound vehicle	
400053448	2402029146	2/9/2024 7:55	Johnson	Westbound left turn into Shell, struck by eastbound vehicle	Possible injury, NOT transported
400057899	2402039550	2/22/2024 17:45	Gibson	Westbound vehicle turning left into Best Western struck vehicle	Possible injury, transported to WMC
400058328	2402040309	2/23/2024 15:59	Lecates	Westbound left turn into Twice Daily, struck by eastbound vehicle	2 people with suspected minor injury, transported to WMC
400059897	2402044177	2/28/2024 16:17	Anderson	Eastbound left turn into Wendy's, struck by westbound vehicle	
400060631	2403045747	3/1/2024 18:09	Lecates	Eastbound left turn into Candlewood, struck by westbound vehicle	
400064301	2403053940	3/12/2024 11:52	Jenkins	Eastbound left turn into Wendy's, struck by westbound vehicle	
400067568	2403061258	3/21/2024 17:45	Buffa	Eastbound left turn into Candlewood, struck by westbound vehicle	
400068572	2403063078	3/24/2024 13:01	Alexander	Westbound left turn into Shell, struck by eastbound vehicle	Possible injury, transported to WMC
400080715	2404086925	4/24/2024 12:00	Tuck	Eastbound left turn into KFC, struck by westbound vehicle	1 Suspected minor injury, transported to WMC, 1 Suspected minor injury not transported
400082041	2404089416	4/27/2024 10:58	Bennett	Eastbound left turn into Hardees, struck by westbound vehicle	Suspected minor injury, transported to WMC
400084279	2405093335	5/2/2024 12:50	Buffa	Eastbound left turn into Candlewood, struck by westbound vehicle	
400096860	2405114010	5/29/2024 12:27	Gibson	Eastbound left turn into Wendy's, struck by westbound vehicle	
400097772	2405115614	5/31/2024 11:39	Sanchez	Eastbound left turn into Wendy's, struck by westbound vehicle	
400107370	2406131351	6/21/2024 15:02	Lecates	Eastbound left turn into Wendy's, struck by westbound vehicle	Suspected minor injury, transported to Vanderbilt (Refused an interview)
400116366	2407146911	7/12/2024 10:26	Bennett	Eastbound left turn into Mapco, struck by westbound vehicle	Suspected minor injury, NOT transported (minor shoulder injury)
400124146	2407159493	7/29/2024 15:17:00 PM		Eastbound left turn into Candlewood, struck by westbound vehicle	Possible injury

RESOLUTION 2024-57

**A RESOLUTION TO APPROVE TEMPORARY MEDIAN BARRIER INSTALLATION ON SR-96
(MURFREESBORO RD) BETWEEN ROYAL OAKS BLVD AND I-65**

WHEREAS, in March 2020, the traffic engineering consultant for the Vintage Franklin development identified a safety project to install a concrete median along SR-96 (Murfreesboro Road) between Royal Oaks Blvd and Interstate 65 as part of the development's transportation safety mitigation to address above average left turn vehicle crashes; and

WHEREAS, said safety project has been delayed until the construction of the Riverside Drive office building that was included in the Vintage Franklin development; and

WHEREAS, this section of SR-96 (Murfreesboro Road) between Royal Oaks Blvd and I-65 continues to be the number one location for vehicle crashes in the City of Franklin being over four times above the statewide average for this roadway type; and

WHEREAS, in July of 2022, TDOT identified this area as a high crash area to study installation of a permanent center median; and

WHEREAS, in July of 2022, as part of TDOT's SR-96 repaving project, TDOT implemented a new striping treatment to discourage left turn movements to see if it would have any effect on reducing vehicular crashes; and

WHEREAS, in April of 2024, a crash analysis was performed showing zero reduction in the crash rate for this section with the new striping treatment; and

WHEREAS, in May of 2024, TDOT and the City of Franklin Traffic Engineer proposed two options to address left-turn vehicle crashes: **Concept 1**, which involves the installation of a rubber median with delineators, and **Concept 2**, which involves the installation of a concrete median.

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

Staff is directed to proceed with Concept _____ as shown in Exhibit A.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2024.

ATTEST:

By: _____
Angie Skarp
City Recorder

Approved as to form:

By: _____
William E. Squires
Assistant City Attorney

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Index Of Sheets

TITLE SHEET.....	1
TYPICAL SECTIONS AND PAVEMENT SCHEDULE.....	2B - 2B1
CONCEPT LAYOUTS OPTION 1.....	4 - 6
CONCEPT LAYOUTS OPTION 2.....	7 - 9

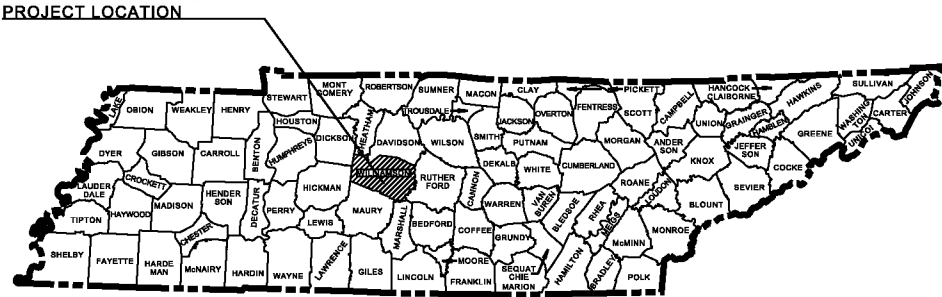
CITY OF FRANKLIN
WILLIAMSON COUNTY

CITY OF FRANKLIN	YEAR	SHEET NO.
	2024	1

Resolution 2024-57
Exhibit A

FUNCTIONAL CONCEPT PLANS

SR-96, FROM
CENTER POINT PL. TO EDWARD CURD RD.



END PROJECT NO. NS.17756
MURFREESBORO RD/SR96

BEGIN PROJECT NO. NS.17756
MURFREESBORO RD/SR96

SPECIAL NOTES

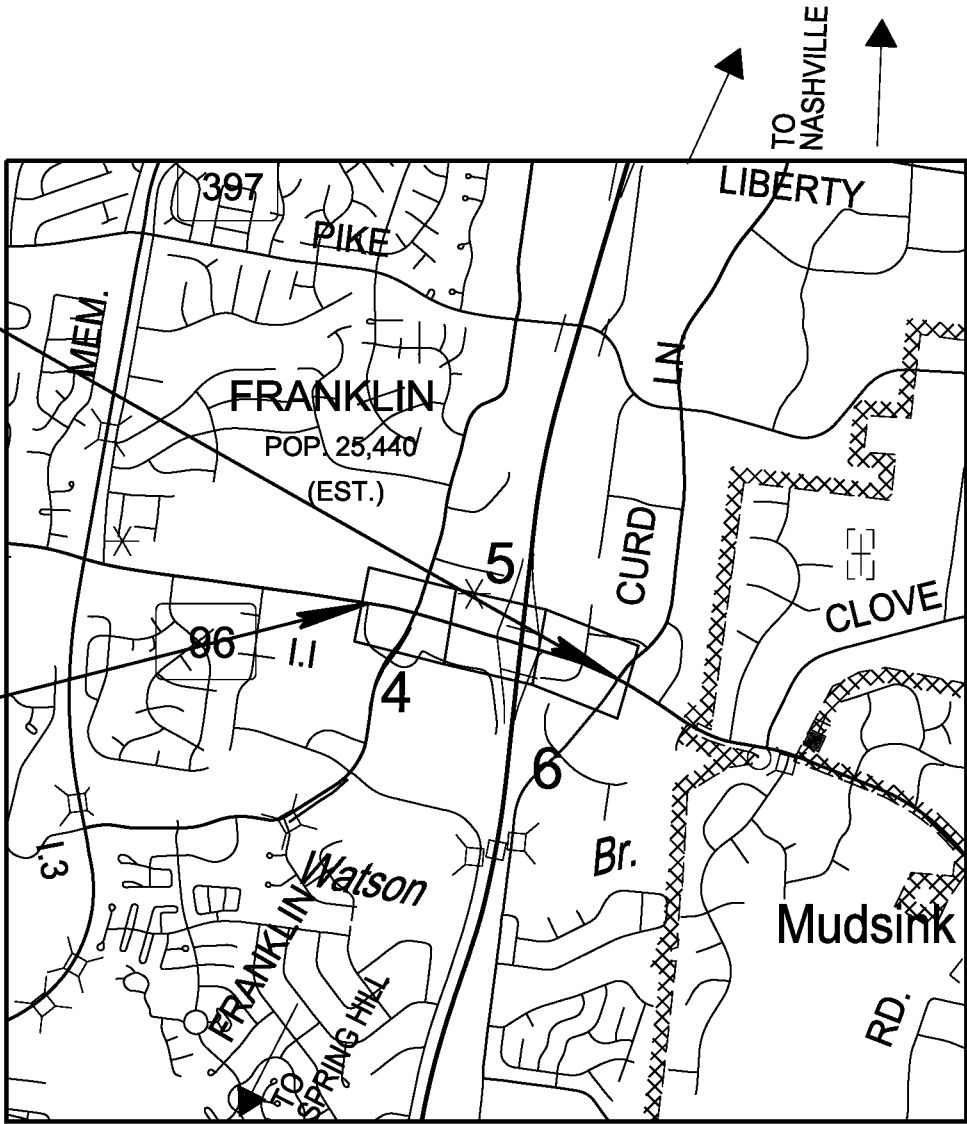
PROPOSALS MAY BE REJECTED BY THE CITY IF FRANKLIN IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2021 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE CITY OF FRANKLIN STANDARD SPECIFICATIONS.

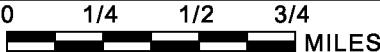
CITY OF FRANKLIN ENGINEERING DEPARTMENT
PAUL HOLZEN, P.E.
CITY ENGINEER

DESIGNED BY : NEEL-SCHAFER, INC.

DESIGNER : _____ CHECKED BY _____



SCALE: 1" = 1/4 MILE



CAUTION!
CONCEPT
PLANS
SUBJECT TO
CHANGE

SEALED BY

NEEL-SCHAFER
Solutions you can build upon

NS PROJECT NO. 17756

CITY OF FRANKLIN
ENGINEERING DEPARTMENT

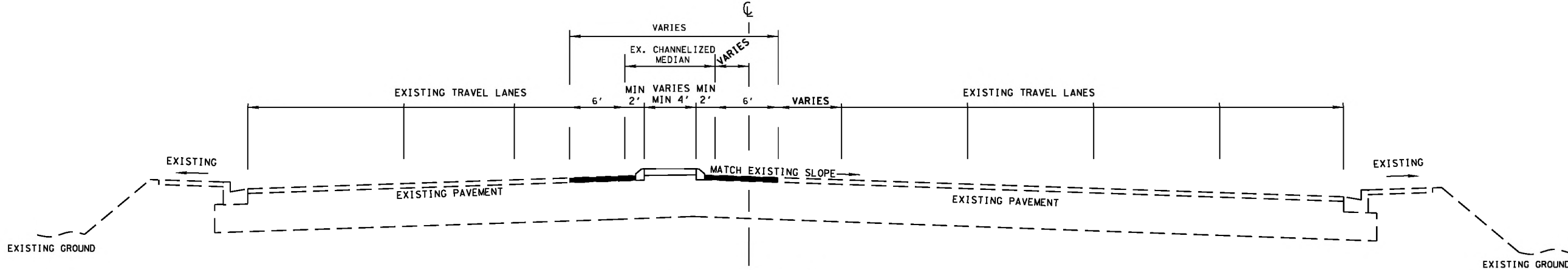
APPROVED:

PAUL HOLZEN, P.E.
CITY ENGINEER

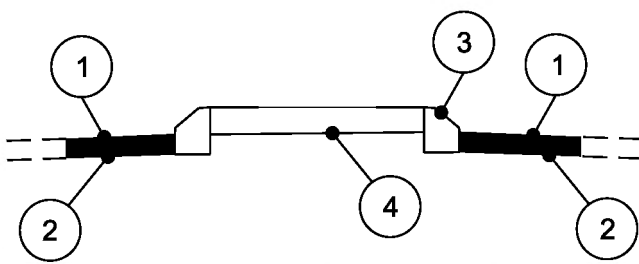
DATE

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONCEPT	2024	NS.17756	2B

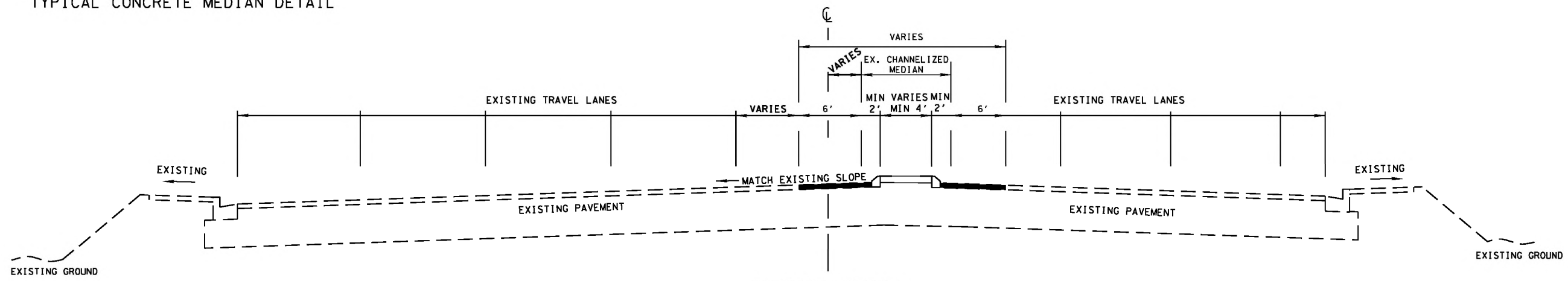
Resolution 2024-57
Exhibit A



TANGENT SECTION
CONCRETE MEDIAN (OPTION 2)
STA 115+00.00 TO STA 120+00.00



TYPICAL CONCRETE MEDIAN DETAIL



TANGENT SECTION
CONCRETE MEDIAN (OPTION 2)
STA 108+00.00 TO STA 115+00.00

PROPOSED PAVEMENT SCHEDULE			
①	COLD PLANING & ASPHALTIC CONCRETE SURFACE (HOT MIX) PG70-22 OVERLAY GRADING "D" SURFACE @ 1.25" THICK (APPROX. 132.5 LB./S.Y.) 411-02.10 ACS MIX (PG70-22) GRADING "D" 415-01.02 COLD PLANING BITUMINOUS PAVEMENT (1.25")	②	TACK COAT 403-01 BITUMINOUS MATERIAL FOR TACK COAT (TC) AT 0.07 GALLONS/S.Y. FOR NEW FULL DEPTH PAVING 403-01 BITUMINOUS MATERIAL FOR TACK COAT (TC) AT 0.10 GALLONS/S.Y. FOR PAVEMENT OVERLAY
③	EXTRUDED SLOPING CONCRETE CURB 702-01.01 EXTRUDED SLOPING CURB (STD. DWG. RP-SC-1)	④	CONCRETE MEDIAN 701-01.01 CONCRETE SIDEWALK (4" THICK) (STD. DWG. MM-SW-1)

SEALED BY

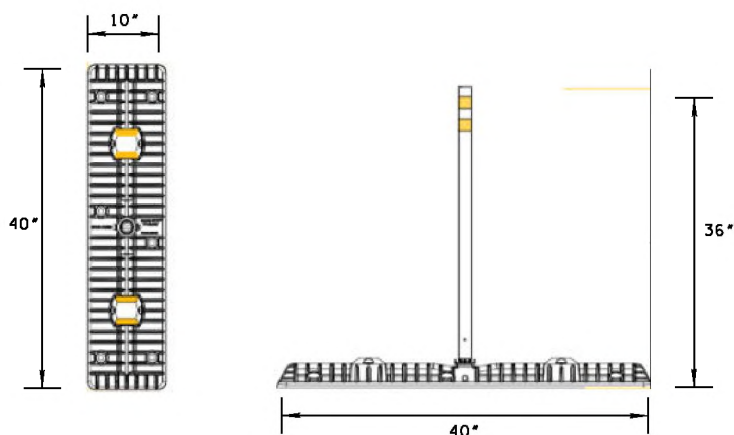
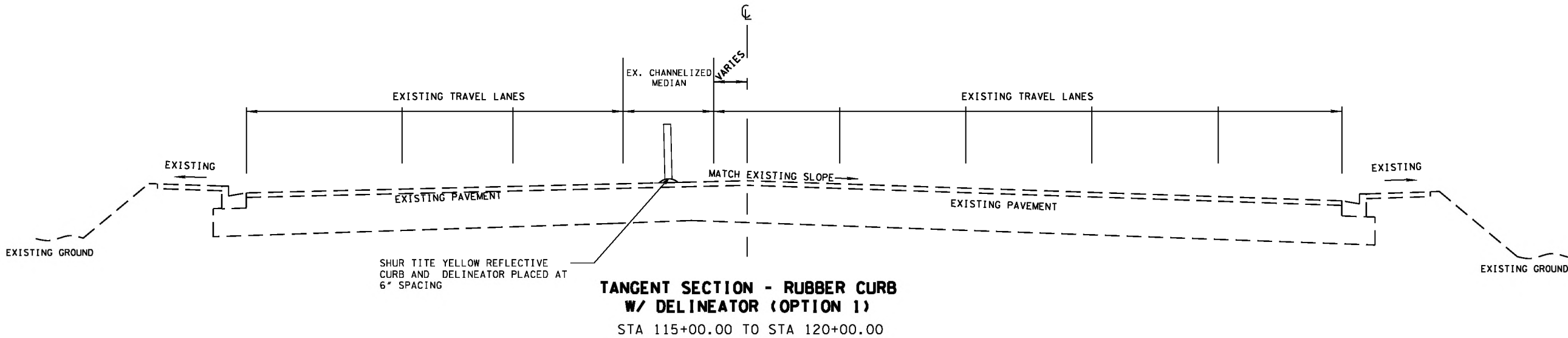
CITY OF FRANKLIN

TYPICAL SECTIONS
Page 144 of 214 SCALE: N.T.S.

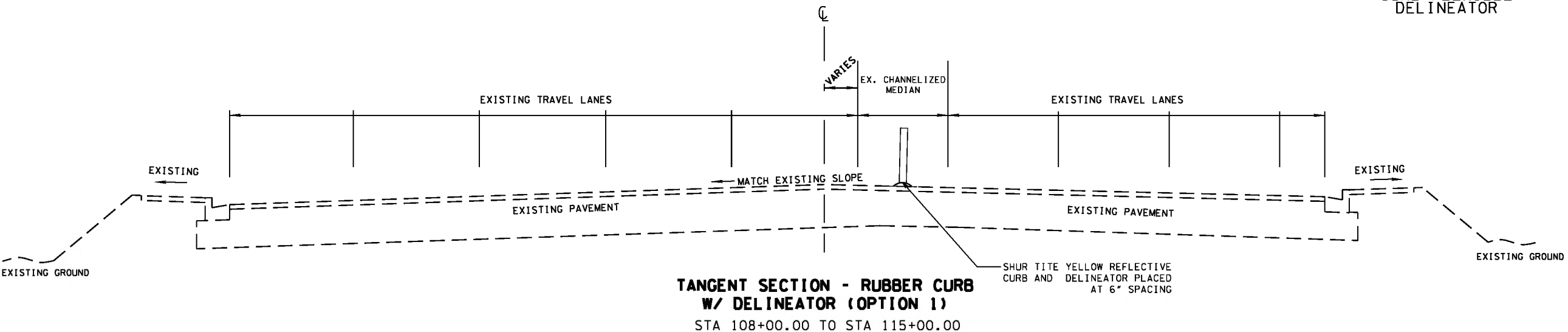
11/22/2024 9:51:24 AM
Y:\Projects\0015000\0017500\17756 Franklin TN OnCall Traffic PSA 23-28105 - Hwy96AccessControl\Design Data\Sheets\2B.sht

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONCEPT	2024	NS.17756	2B1

Resolution 2024-57
Exhibit A



SHUR TITE REFLECTIVE CURB FLEXIBLE DELINEATOR



SEALED BY

CITY OF FRANKLIN

TYPICAL SECTIONS

Page 145 of 214
SCALE: N.T.S.

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONCEPT	2024	NS.17756	04

Resolution 2024-57
Exhibit A



SHUR-TITE REFLECTIVE CURB SYSTEM FLEXIBLE DELINEATOR



110



CENTER POINT PL.

RIGHT TURN
ON RED
MUST
YIELD TO
U-TURN



ROYAL OAKS BLVD.

SR96

MATCHLINE
STA. 110+00.00
SEE SHEET NO.05

BEGIN STA 108+00.00

PLACE IN MIDDLE
OF EXISTING
CHANNELIZED MEDIAN

SEALED BY

CITY OF FRANKLIN

CONCEPT LAYOUTS
OPTION 1

STA.100+00 TO STA.110+00
SCALE: 1"=80'

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONCEPT	2024	NS.17756	05

Resolution 2024-57
Exhibit A

SIGN TO REMAIN



END STA. 118+00.00
SHUR-TITE REFLECTIVE
CURB SYSTEM

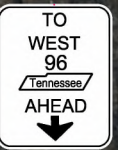
MATCHLINE
STA. 110+00.00
SEE SHEET NO.04

MATCHLINE
STA. 121+00.00
SEE SHEET NO.06

INSTALL PROPOSED
SIGNING OVERHEAD



- (E) ADD NEW SIGN
- (F) REMOVE AND INSTALL NEW SIGN



SEALED BY

CITY OF FRANKLIN

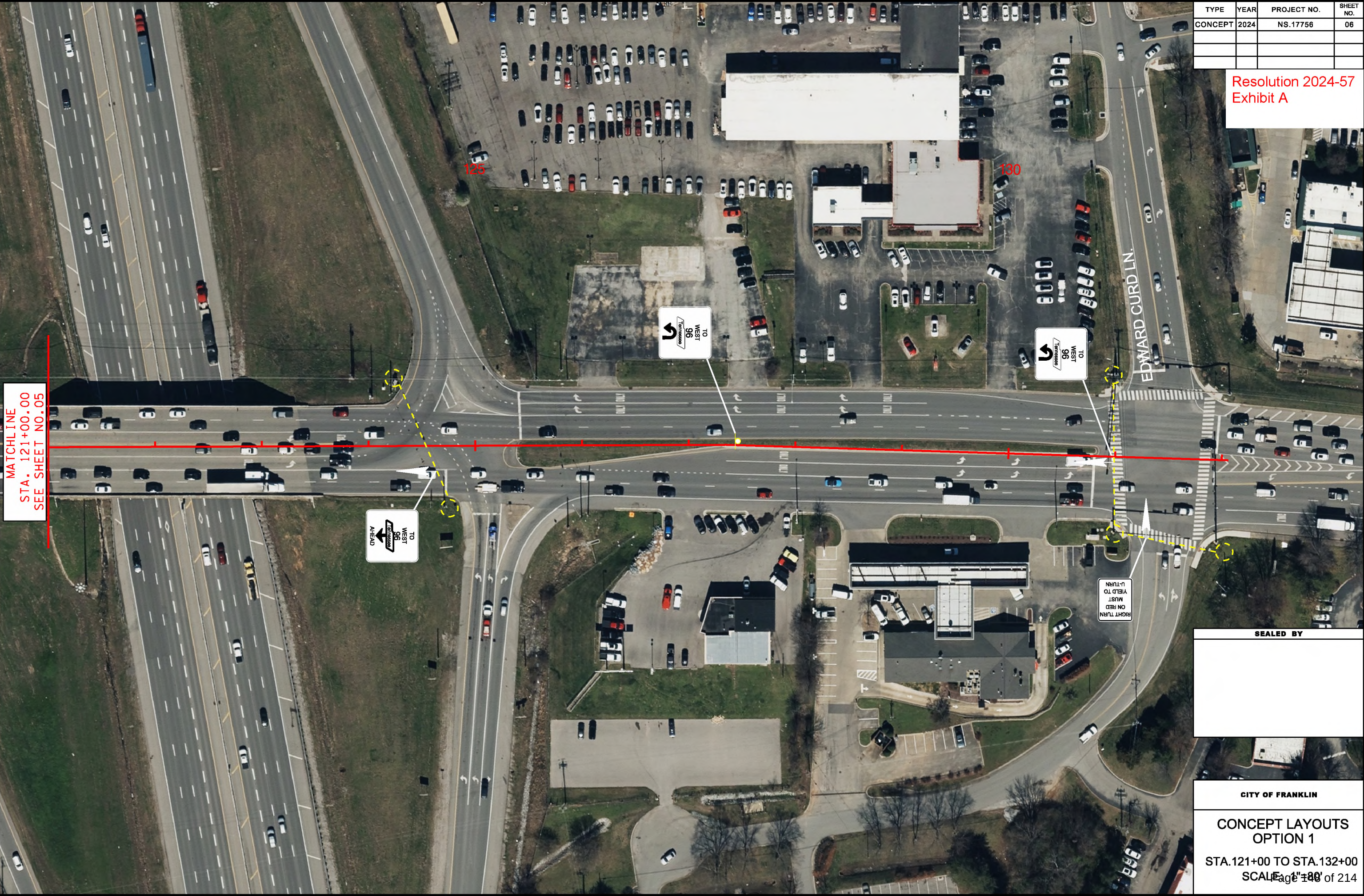
CONCEPT LAYOUTS
OPTION 1

STA.110+00 TO STA.121+00
SCALE: 1"=40'
Page 10 of 214

MATCHLINE
STA. 121+00.00
SEE SHEET NO.05

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONCEPT	2024	NS.17756	06

Resolution 2024-57
Exhibit A

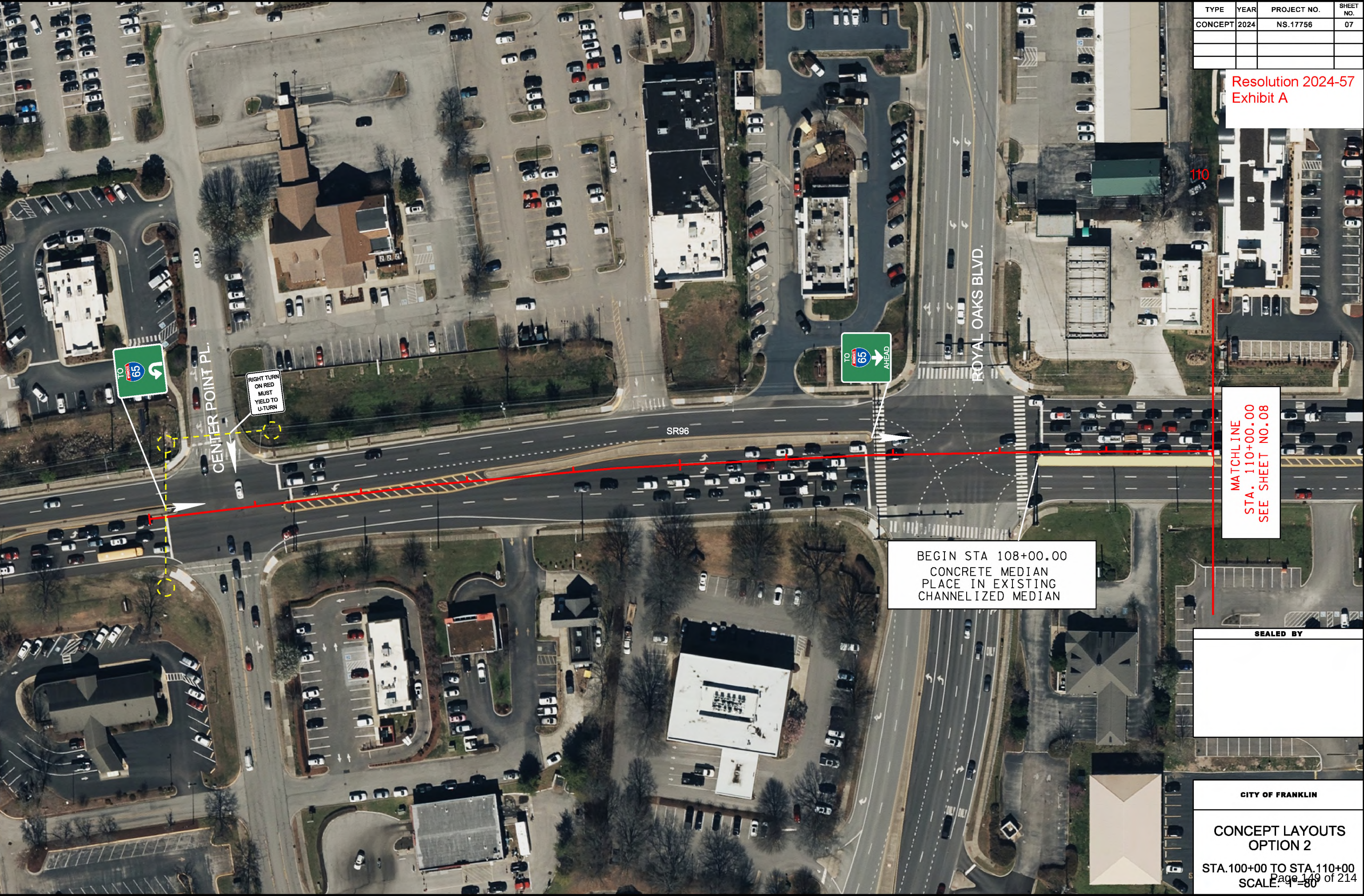


SEALED BY

CITY OF FRANKLIN
CONCEPT LAYOUTS
OPTION 1
STA.121+00 TO STA.132+00
SCALE: 1"=40'
Page 10 of 214

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONCEPT	2024	NS.17756	07

Resolution 2024-57
Exhibit A



BEGIN STA 108+00.00
CONCRETE MEDIAN
PLACE IN EXISTING
CHANNELIZED MEDIAN

MATCHLINE
STA. 110+00.00
SEE SHEET NO.08

SEALED BY

CITY OF FRANKLIN

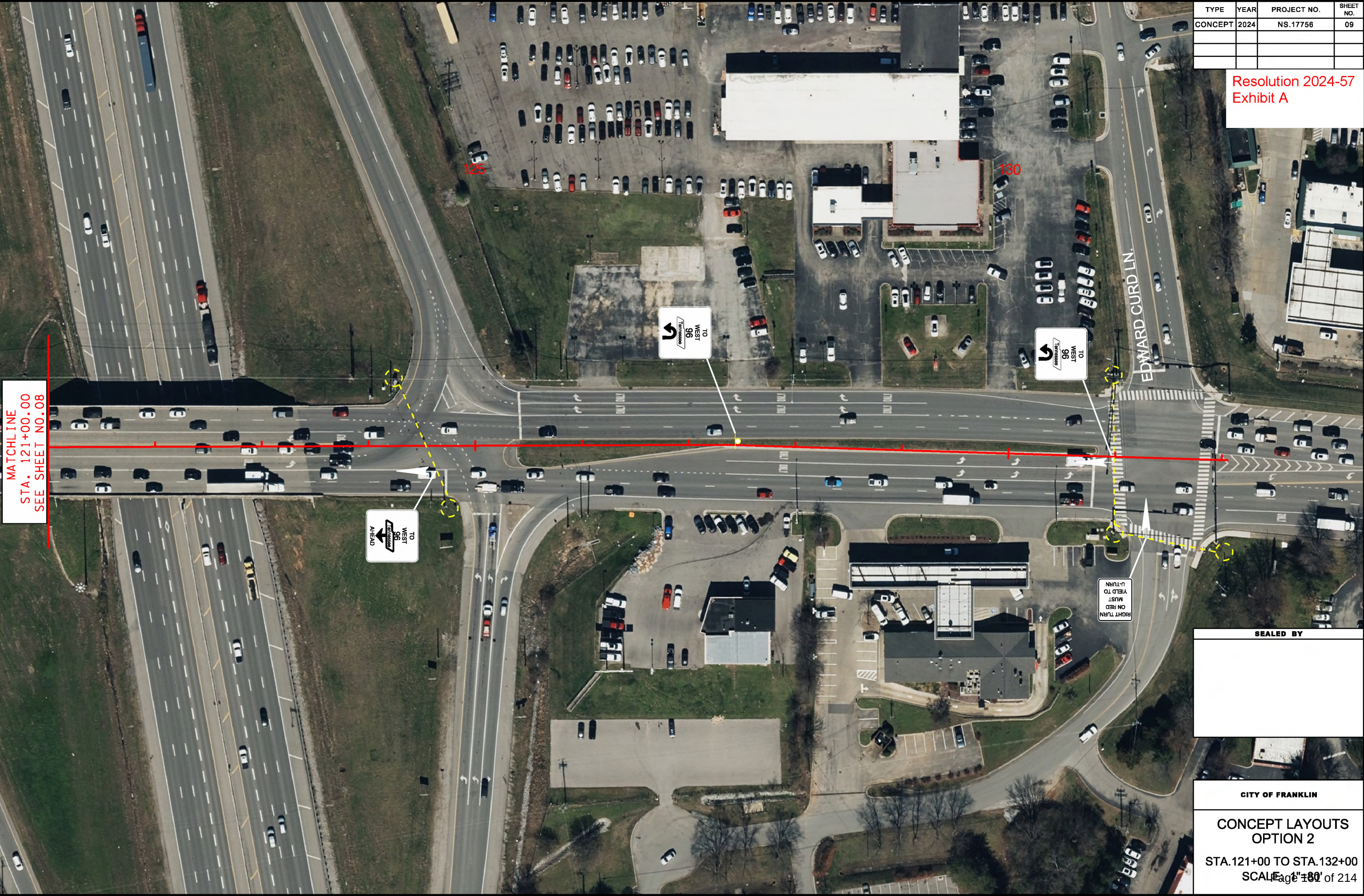
CONCEPT LAYOUTS
OPTION 2

STA.100+00 TO STA.110+00
Page 149 of 214
SCALE: 1"=80'

MATCHLINE
STA. 121+00.00
SEE SHEET NO.08

TYPE	YEAR	PROJECT NO.	SHEET NO.
CONCEPT	2024	NS.17756	09

Resolution 2024-57
Exhibit A



SEALED BY

CITY OF FRANKLIN
CONCEPT LAYOUTS
OPTION 2
STA.121+00 TO STA.132+00
SCALE: 1"=80'
Page 109 of 214



File #: 21-01302

DATE: November 21, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
David Hodnett, Staff Engineer

SUBJECT:

*Consideration Of Resolution 2024-100, A Resolution To Award The Construction Contract (COF Contract No. 2024-0246) For The "East McEwen Drive Phase 4 Improvements" (COF Project No. 2015-002 / TDOT PIN 125418.00) To Vulcan Construction Materials, LLC With A Bid Amount Of \$45,844,010.80

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-100.

BACKGROUND/STAFF COMMENTS:

On March 14, 2017, the BOMA approved COF Contract No. 2017-0034, a Local Agency Project Agreement (LAPA) with the Tennessee Department of Transportation (TDOT). This agreement authorized City staff to locally manage the East "McEwen Drive Phase 4 Improvements" project (McEwen 4). The primary objectives of this agreement were to enable the local management of this critical infrastructure project and to access \$10 million in Surface Transportation Block Grant (STBG) Federal funds, which would help offset the local cost of construction. However, accepting these federal funds also obligated the City to adhere to State and Federal processes and regulations for projects utilizing federal transportation dollars.

The BOMA has since approved two amendments to COF Contract No. 2017-0034. Amendment 1, approved on January 25, 2022, provided an additional \$12.4 million in Federal STBG funds and extended the overall project completion deadline by two years, to January 31, 2024. Amendment 2, approved on January 23, 2024, secured another \$7.84 million in reserve STBG funds for construction and extended the project completion deadline by 3.5 years, to July 30, 2027. Since the approval of Amendment 2, city staff has been working with TDOT to finalize project approvals in preparation for bid advertisement.

City staff began offering Bid Documents for sale to potential bidders on October 7, 2024. A total of seven bidders purchased the Bid Documents. On November 19, 2024, city staff received sealed bids

from six contractors. All bids were publicly opened and read aloud at City Hall. Bid prices ranged from \$45,884,010.80 to \$53,052,695.90, with four bids around \$48.5 million $\pm$ \$250k. Overall, staff believes that the bid process was very competitive, with all bids coming in below the most recent construction cost estimate of approximately \$54 million. The low bidder was Vulcan Construction Materials, LLC, with a bid price of \$45,844,010.80.

FINANCIAL IMPACT:

The total bid price for COF Construction Contract No. 2024-0246 is \$45,844,010.80. The City currently has \$30.24 million in Federal Surface Transportation Block Grant (U-STBG) funds obligated toward the construction phase of this project. The total cost of the construction phase, including physical construction work, inspection services, and required TDOT administration/services, is \$50,907,974.33. Of this total construction phase cost, individual utilities are responsible for \$2,892,457.45, with \$1,436,508.50 being the cost required to relocate the City of Franklin's existing sanitary sewer force main along East McEwen Drive. The City will continue to pursue additional Federal funds to support this project.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-100 to award COF Construction Contract No. 2024-0246, pending concurrence by TDOT.

RESOLUTION 2024-100

A RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2024-0246) FOR THE "EAST MCEWEN DRIVE PHASE 4 IMPROVEMENTS" (COF PROJECT NO. 2015-002 / TDOT PIN 125418.00) TO VULCAN CONSTRUCTION MATERIALS, LLC, WITH A BID AMOUNT OF \$45,844,010.80

WHEREAS, on March 14, 2017, the City of Franklin Board of Mayor and Aldermen (BOMA) approved COF Contract No. 2017-0034 (Tennessee Department of Transportation [TDOT] Agreement No. 170010]) to allow the City to locally manage the "Improvement of East McEwen Drive from east of the roundabout at Cool Springs Boulevard/Oxford Glen Drive to SR-252 (Wilson Pike)" (TDOT PIN 125418.00), which is known locally as the "East McEwen Drive Phase 4 Improvements"; and

WHEREAS, said Agreement included \$10,000,000 in federal Surface Transportation Block Grant (STBG) funds in reserve, as provided by the Nashville Area Metropolitan Planning Organization's (MPO) fiscal years (FYs) 2017-2020 Transportation Improvement Program (TIP), to be used toward the construction phase of this project;

WHEREAS, since the approval of said Agreement, the City has received two (2) additional allocations of federal STBG funds, in the amounts of \$12,400,000 and \$7,840,000, towards the construction phase of this project, which brings the current, total allocation of federal STBG funds for this project to \$30,240,000; and

WHEREAS, on November 19, 2024, sealed bids for the construction of the "East McEwen Drive Phase 4 Improvements" (COF Contract No. 2024-0246 / COF Project No. 2015-002 / TDOT PIN 125418.00) were received by City of Franklin staff at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064, were publicly opened, and were read aloud; and

WHEREAS, after careful review and tabulation of all submitted bids and pending concurrence by TDOT, City staff recommends award, contingent upon concurrence by TDOT staff, of the contract (COF Contract No. 2024-0246) for construction of the "East McEwen Drive Phase 4 Improvements" (COF Project No. 2015-002 / TDOT PIN 125418.00) to the lowest responsive and responsible bidder, Vulcan Construction Materials, LLC, with a bid amount of Forty-Five Million Eight Hundred Forty-Four Thousand Ten and 80/100 Dollars (\$45,844,010.80); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that pending concurrence by TDOT, approval is granted to award the contract (COF Contract No. 2024-0246) for the construction of the "East McEwen Drive Phase 4 Improvements" (COF Project No. 2015-002 / TDOT PIN 125418.00) to Vulcan Construction Materials, LLC, with a bid amount of Forty-Five Million Eight Hundred Forty-Four Thousand Ten and 80/100 Dollars (\$45,844,010.80).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2024.

(Signature Block on Following Page)

ATTEST:

By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form:

By: _____
William E. Squires
Assistant City Attorney



City of Franklin

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

File #: 21-01293

DATE: November 20, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Lisa Clayton, Director of Parks
Shahad Abdulrahman, Staff Engineer

SUBJECT:

*Consideration Of Resolution 2024-107, A Resolution To Award The Construction Contract (COF Contract No. 2023-0050) For The Southeast Municipal Complex Project To Reeves Young In The Amount Of \$46,380,782

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-107

BACKGROUND/STAFF COMMENTS:

In 2019, the BOMA included the Southeast Municipal Complex Project on its list of adopted projects for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). On October 10, 2024, city staff received, opened, and publicly read aloud bid submittals for the construction for Southeast Municipal Complex Project. The apparent low bidder is Reeves Young.

City staff began offering Bid Documents for sale to potential bidders on July 24, 2024. A total of sixteen bidders purchased the Bid Documents. On October 10, 2024, city staff received sealed bids from three contractors. All bids were publicly opened and read aloud at City Hall. Bid prices ranged from \$46,590,000 to \$50,147,743. Overall, the staff believes that the bid process was competitive. The low bidder was, Reeves Young, LLC with a bid price of \$46,380,782.

FINANCIAL IMPACT:

The construction contract for this project totals \$46,380,782.00. This project is included in the approved Capital Investment Program and Capital Project Funding Plan.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-107.

RESOLUTION 2024-107

A RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2023-0050) FOR THE "SOUTHEAST MUNICIPAL COMPLEX PROJECT" TO REEVES YOUNG IN THE AMOUNT OF \$46,380,782.00.

WHEREAS, on August 13, 2019, the City of Franklin Board of Mayor and Aldermen (BOMA) approved Resolution 2019-68 to adopt the project list for fiscal years (FYs) 2019-2028 Capital Investment Program (CIP); and

WHEREAS, said Resolution 2019-68 included "Southeast Municipal Complex" as an approved project; and

WHEREAS, on October 10, 2024, sealed bids for the construction of "Southeast Municipal Complex" were received by the City of Franklin staff at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064, were opened, and were read aloud; and

WHEREAS, after careful review and tabulation of the submitted bids, City staff recommends award of the construction contract (COF Contract No. 2023-0050) for "Southeast Municipal Complex" to the lowest responsive and responsible bidder, Reeves Young, in the bid amount of **\$46,380,782.00**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that approval is granted to award the construction contract (COF Contract No. 2023-0050) for "Southeast Municipal Complex" Project to Haren Construction in the amount of **\$46,380,782.00**.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

**Angie Skarp
City Recorder**

By: _____

**Dr. Ken Moore
Mayor**

Approved as to Form:

By: _____

**William E. Squires
Assistant City Attorney**



File #: 21-01292

DATE: November 20, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Lisa Clayton, Director of Parks
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

*Consideration Of Resolution 2024-106, A Resolution To Award The Construction Contract (COF Contract No. 2023-0288) For The "Robinson Lake Dam Project" To Haren Construction Company In The Amount Of \$13,482,000

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-106

BACKGROUND/STAFF COMMENTS:

In 2019, the BOMA included the Robinson Lake Dam Project on its list of adopted projects for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). This project was initially bid on January 27th, 2023 and Haren Construction was the lowest bidder at that time with a bid of \$13,942,000.

City staff began offering Bid Documents for sale to potential bidders on July 24, 2024. A total of eight bidders purchased the Bid Documents. On October 10, 2024, city staff received sealed bids from two contractors. All bids were publicly opened and read aloud at City Hall. Bid prices ranged from \$13,482,000 to \$14,590,299.95. Overall, staff felt that the bid process was competitive, with all bids coming in above the most recent estimate of approximately \$13,100,000. The low bidder was, Haren Construction Company, Inc. with a bid price of \$13,482,000.00.

FINANCIAL IMPACT:

The construction contract for this project totals **\$13,482,000.00**. This project is included in the approved Capital Investment Program and Capital Project Funding Plan.

RECOMMENDATION:

It is recommended that the Board defer consideration of this bid award until the January 28, 2025 meeting. This deferral will allow for an update to the Capital Investment Plan financing model to determine that this project can be supported within the City's financial capacity. The apparent low bidder has agreed to extend their bid for four months.

RESOLUTION 2024-106

**A RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2023-0288)
FOR THE "ROBINSON LAKE DAM PROJECT" TO HAREN CONSTRUCTION COMPANY IN THE
AMOUNT OF \$13,482,000.00.**

WHEREAS, on August 13, 2019, the City of Franklin Board of Mayor and Aldermen (BOMA) approved Resolution 2019-68 to adopt the project list for fiscal years (FYs) 2019-2028 Capital Investment Program (CIP); and ; and

WHEREAS, said Resolution 2019-68 included "Robinson Lake Dam" as an approved project; and

WHEREAS, on October 10, 2024, sealed bids for the construction of "Robinson Lake Dam" were received by the City of Franklin staff at City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064, were opened, and were read aloud; and

WHEREAS, after careful review and tabulation of the submitted bids, City staff recommends award of the construction contract (COF Contract No. 2023-0288) for "Robinson Lake Dam" to the lowest responsive and responsible bidder, Haren Construction, in the bid amount of \$13,482,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that approval is granted to award the construction contract (COF Contract No. 2023-0288) for "Robinson Lake Dam" Project to Haren Construction in the amount of \$13,482,000.00.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
William E. Squires
Assistant City Attorney



File #: 21-0898

DATE: October 22, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2022-0247, With Clovercroft Holding, LLC For Parkland Impact Fee And Construction Agreement For Novara PUD

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning amendment 1 to COF Contract No 2022-0247.

BACKGROUND/STAFF COMMENTS:

The City and Clovercroft Holding, LLC are parties to that certain Parkland Impact Fee Agreement ("Agreement") dated March 2, 2023. The parties desire to amend the Agreement to update Exhibit C and eligible offsets and make certain other modifications as described herein. The previous Agreement called for eligible reimbursement to be at 75% of the total Parkland impact Fees whereas the Owner is constructing private amenities that will have an eligible reimbursement of 50% of the total Parkland Impact Fee. The Owner is constructing a private neighborhood pool.

FINANCIAL IMPACT:

The total Parkland Impact Fee obligation for this project is THREE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED EIGHT AND NO/100 DOLLARS (\$331,408.00); and Twenty-Five Hundred Percent (25%) of the Parkland Impact Fees shall be paid at the first final plat or issuance of the first building permit for the residential portion of this development and eligible for Fifty Percent (50%) reimbursement for private amenities. The Agreement shall be amended to show the estimated amount of such eligible costs, and the potential offset will be ONE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED FOUR AND NO/100 DOLLARS (\$165,704.00).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No 2022-0247.

AMENDMENT NO. 1 TO COF CONTRACT NO. 2022-0247
PARKLAND IMPACT FEE AND CONSTRUCTION
AGREEMENT FOR PRIVATE
FOR NOVARA PUD BETWEEN THE CITY OF
FRANKLIN AND CLOVERCROFT HOLDING, LLC

This Amendment No. 1 to COF Contract No. 2022-0247 ("Amendment") is entered into by Clovercroft Holding, LLC (hereinafter "Clovercroft") and the City of Franklin ("City") to add Exhibit C and amend the eligible offset amounts.

WITNESSETH:

WHEREAS, the City and Clovercroft Holding, LLC are parties to that certain Parkland Impact Fee Agreement ("Agreement") dated March 2, 2023; and

WHEREAS, the parties desire to amend the Agreement to update Exhibit C and the eligible offset amounts and make certain other modifications as described herein; and

WHEREAS, the total Parkland Impact Fee obligation for this project is THREE HUNDRED THIRTY-ONE THOUSAND FOUR HUNDRED EIGHT AND NO/100 DOLLARS (\$331,408.00); and Twenty-Five Hundred Percent (25%) of the Parkland Impact Fees shall be paid at the first final plat or issuance of the first building permit for the residential portion of this development and eligible for Fifty Percent (50%) reimbursement for private; and

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:

1. The foregoing recitals are incorporated by reference as if fully state herein:
2. The Agreement shall be amended to add Exhibit C attached hereto.
3. The Agreement shall be amended to remove the seventh (7th) "WHEREAS" clause on page 1 in its entirety and replace it with the following:

***WHEREAS**, Owner has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project. The estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director, or designee, to be ONE HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED FOUR AND NO/100 DOLLARS (\$165,704.00);*

4. Waiver. Neither party's failure nor delay exercising 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 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 any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.
11. All other provisions of the Agreement dated March 2, 2023, are unchanged and remain in full force and effect.

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: _____
Angie Skarp, City Recorder

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, personally appeared Dr. Ken Moore and Angie Skarp, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, they acknowledged themselves to be Mayor and City Recorder 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: _____
J. Blake Harper, Staff Attorney

CLOVERCROFT HOLDING, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

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 _____)

)
COUNTY OF _____)

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 _____
_____ that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT C **Novara Parkland Dedication**

Description		Quantity	Units	Cost/Unit	Impact Fee	
Proposed Units		77	Units	\$4,304.00	\$331,408.00	
25% Parkland Fee Payment:					\$82,852.00	
50% Parkland Off Set Eligibility:					\$165,704.00	
Parkland Reimbursement Cost						
Key	Description	Quantity	Notes	Units	Cost/Unit	Total
Design/Planning/Engineering (Professional Services)						
	Landscape Architect Design Fees, Project Construction Administration Fees, Misc.			1	5% Allowance	\$25,000.00
	Engineering / Architect Design Fees, Project Administration Fees, Misc.			1	5% Allowance	\$25,000.00
Public Parkland, 100% Reimbursement [Public Access, Public Maintained]						
N/A	None Proposed					
Private Parkland, 50% Reimbursement For Construction Cost						
Neighborhood Amenity Construction Cost Offsets						
	Pool				Estimate/Allowance	\$500,000.00
					Total Design Fees	\$50,000.00
					Total Private Parkland Construction Cost:	\$500,000.00
					Total Private Parkland Cost (Design + Construction):	\$550,000.00
Parkland Offset Summary						
Total Parkland Impact Fees						\$331,408.00
Total Proposed Private Parkland Expenditure						\$550,000.00
Maximum Parkland Offset Eligibility (Max 50% of Total Parkland Impact Fee):						\$165,704.00



City of Franklin

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

File #: 21-0968

DATE: November 5, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration Of Resolution 2024-97, A Resolution Rejecting The Construction Bids For The Water Reclamation Facility Rehabilitation And Resiliency Improvements Project (COF Project No. 2023-015)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a resolution to reject all bids for the Water Reclamation Facility (WRF) Rehabilitation and Resiliency Improvements Project.

BACKGROUND/STAFF COMMENTS:

This project was advertised June 14, 2024, and one bid was received as part of the bid opening. All the individual components of the project bid was higher than anticipated and exceeded the allowable budget for the project. As a result, the Water Management Department recommends rejecting all bids and rebidding the project once the design team has revised the overall project to better reflect available funding. The project is anticipated to be rebid in January 2025.

FINANCIAL IMPACT:

There is no specific financial impact at this stage, although rejecting these bids and rebidding the project will hopefully bring this project better in-line with the anticipated budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-97 to reject the WRF Rehabilitation and Resiliency Improvements project bid.

RESOLUTION NO. 2024-97

A RESOLUTION REJECTING THE CONSTRUCTION BIDS FOR THE WATER RECLAMATION FACILITY REHABILITATION AND RESILIENCY IMPROVEMENTS PROJECT (COF PROJECT NO. 2023-015)

WHEREAS, one (1) construction bid package was submitted in response to the City's public advertisement for the WRF Rehabilitation and Resiliency Improvements Project and received by the Purchasing Department at City Hall, 109 3rd Avenue South, Franklin, Tennessee, on July 17, 2024, by Bowen Engineering Corporation where it was opened and read aloud; and

WHEREAS, the American Reinvestment Program Act funds were to be used for the funding of this project along with the required City match of grant funds, in addition to rate-funded capital to augment the project budget; and

WHEREAS, the lowest bid was \$6,817,510.00 and was above the available grant funds and City match; and

WHEREAS, the Water Management Department would like to reject all current bids and rebid the project at a later date.; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to reject the construction bids for the Water Reclamation Facility Rehabilitation and Resiliency Improvements Project.

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

The bids for the WRF Reclamation and Resiliency Improvements Project be rejected.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2024.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney



File #: 21-0901

DATE: October 22, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Resolution 2024-87, A Resolution To Accept The 2024 Drought Management Plan

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the revised 2024 Drought Management Plan.

BACKGROUND/STAFF COMMENTS:

The Drought Management Plan identifies the activities that are needed when water reservoir levels fall below sustainable levels for supply to the City of Franklin water distribution service area. This new plan has been revised based upon system configuration changes, optimizing the production values of the water treatment plant to maintain sustainable supplies longer, and public notification procedures when conservations or emergency levels are reached.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-87.

RESOLUTION 2024-87

**A RESOLUTION UPDATING THE CITY OF FRANKLIN DROUGHT MANAGEMENT PLAN AND
AUTHORIZING SUBMITTAL TO THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND
CONSERVATION DIVISION OF WATER RESOURCES**

WHEREAS, the City of Franklin was identified by the Tennessee Department of Environment and Conservation (TDEC) as a “system of concern” based on pressure and supply issues during the 2024 drought; and

WHEREAS, the City of Franklin is required to submit a Drought Management Plan to TDEC dated May 2024; and

WHEREAS, the City of Franklin’s Drought Management Plan was developed to meet the goals and intent prescribed by TDEC; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to approve the plan reviewed by the Division and has met the Division’s requirements to be approved.

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

1. The City of Franklin hereby adopts the attached Updated City of Franklin Drought Management Plan.
2. The Board of Mayor and Aldermen hereby authorizes submittal of the attached CITY of Franklin Drought Management Plan to TDEC.
3. Changes or revisions to the plan hereby adopted shall be made only by resolution of the Board of Mayor and Alderman of the City of Franklin.

The effective date of this plan was updated May 2024 upon approval by TDEC.

IT IS SO RESOLVED AND DONE on this 18th day of September, 2024.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney



DROUGHT MANAGEMENT PLAN

Revised
May 2024

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Section 1

Preplanning

1.1 Authority and Status to Plan

The City of Franklin Water Management Department (WMD) is authorized to develop this Drought Management Plan (DMP), under the approval of the State of Tennessee Department of Environment and Conservation (TDEC) and adoption by the City's governing Board of Mayor and Aldermen (BOMA). WMD provides water, wastewater, and reclaimed water services for the citizens of Franklin. WMD is authorized to declare the first three drought conditions (Monitor Alert, Drought Alert and Voluntary Restrictions) and is responsible for implementing the associated response actions. The BOMA is authorized to declare the subsequent two drought conditions (Emergency Status 1 and 2), and WMD is responsible for implementing the associated response actions with BOMA oversight. The City has collaborated and will continue to collaborate with regional water suppliers and other users of common water resources to develop and implement this plan.

1.2 Statement of Purpose of the Drought Management Plan

The purpose of this plan is to define the circumstances under which WMD can advise BOMA to declare a drought at various levels of severity and outline the City's course of action, should drought conditions occur. While climate patterns can be common across large regions, the impacts of droughts are usually very specific to individual supply systems. Systems with large storage capacities can sustain short droughts but may be susceptible to long-term rainfall deficits, whereas systems with river intakes and/or small storage capacities may be more tolerant of long-term rainfall deficits but more susceptible to severe short-term hydrologic stress. This plan is based on Franklin's resources, redundancies, and infrastructure, while taking into consideration regional dependencies.

1.3 Water System Characteristics and Risks

This section describes Franklin's water supply sources and water demands.

1.3.1 Sources of Water Supply

The City of Franklin withdraws and treats water from the Harpeth River, a tributary to the Cumberland River, and purchases water from a regional wholesaler, Harpeth Valley Utility District (HVUD). There are limits on the volume of water that Franklin is permitted to withdraw from the Harpeth River, per their Aquatic Resource Alteration Permit NRS12.195-19-19 (ARAP) effective August 14, 2020 to August 13, 2025. Franklin and HVUD operate under a contractual agreement that specifies minimum and maximum monthly usage and peak day delivery requirements.

The City of Franklin pumps water from the Harpeth River at river mile 89.2 into an off-line raw water reservoir for treatment and distribution through the City's water treatment facility, in accordance with the following guidelines and the facility capacities. The water supply that is

available to Franklin is specified by the 2020 ARAP (NRS12.195-19), which places the following limits on withdrawal at the intake:

The 2020 ARAP permit authorizes withdrawal of water at 20 percent of the instantaneous flow of the river up to a maximum pumping rate of 7,800 gallons per minute from the Harpeth River for use as municipal water supply by the City of Franklin. The withdrawal is used to fill an off-river open-earthen reservoir. The reservoir has a design capacity 114-million-gallons raw water storage from which water is pumped to the treatment plant when needed. Withdrawal is not authorized if it reduces or occurs at instream flows below 10.0 cubic feet per second (cfs), or when dissolved oxygen concentrations are at or below 5.0 parts per million.

The Harpeth River flow is determined at USGS Gage #0343233905 at river mile 90.5, just upstream of the water supply intake. **Figure 1-1** shows the location of the withdrawal and the USGS gage in Franklin.

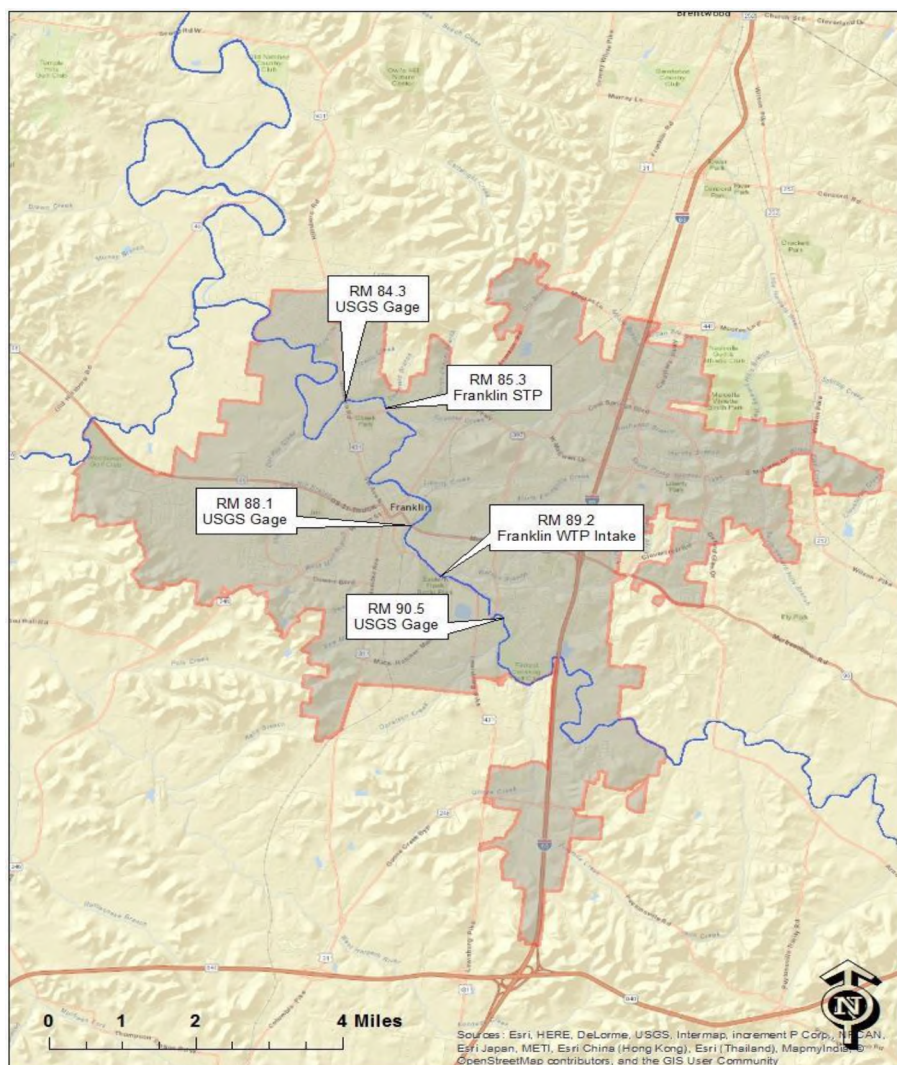


Figure 1-1
Franklin Water Supply Withdrawal on Harpeth River

The Franklin water treatment facility has a capacity of 4.2 million gallons per day (mgd.) As discussed in Section 1.3.2, this treatment capacity is not sufficient to meet the City's water demands, requiring the City to purchase wholesale water from HVUD. The current agreement between Franklin and HVUD stipulates the following volumes of treated drinking water be delivered to the City's distribution system:

- Minimum monthly usage by City of Franklin of 138.1¹ million gallons (mg), or approximately 4.9 mgd.
- Maximum monthly usage by City of Franklin of 237.4¹ mg, or approximately 7.7 mgd, based on 2023.
- Peak day delivery to City of Franklin of 9.2¹ mg.

Each year, the City provides HVUD with a 5-year projection for the volumes listed above. The City purchases from HVUD the volume of water needed to make up the difference between the total demand and the volume produced by the water treatment plant (WTP).

1.3.2 Water Demands

The current estimated total average potable water demand for the City of Franklin is 6.10 mgd. Based on the City's utility billing data for FY 2023, 71 percent of the demand is for residential use, 21 percent is for non-residential use, and 8 percent is used for irrigation. All non-residential accounts are categorized as commercial. The irrigation billing category only includes separate water meters associated with irrigation systems, thereby excluding many residential irrigations uses, which are reflected in the residential billing category.

Franklin experiences a large seasonal variation in water demands, primarily due to increased irrigation during the dry summer months. The chart below shows the seasonal variation in water demands based on the FY 2023 utility billing records. Water demands range from 64 percent of the annual average in the typically wet month of April to 132 percent of the annual average in the typically dry month of September.

¹ City of Franklin 2023-2028 Five Year Projections of Demand for Harpeth Valley Utilities District, October 23, 2023.

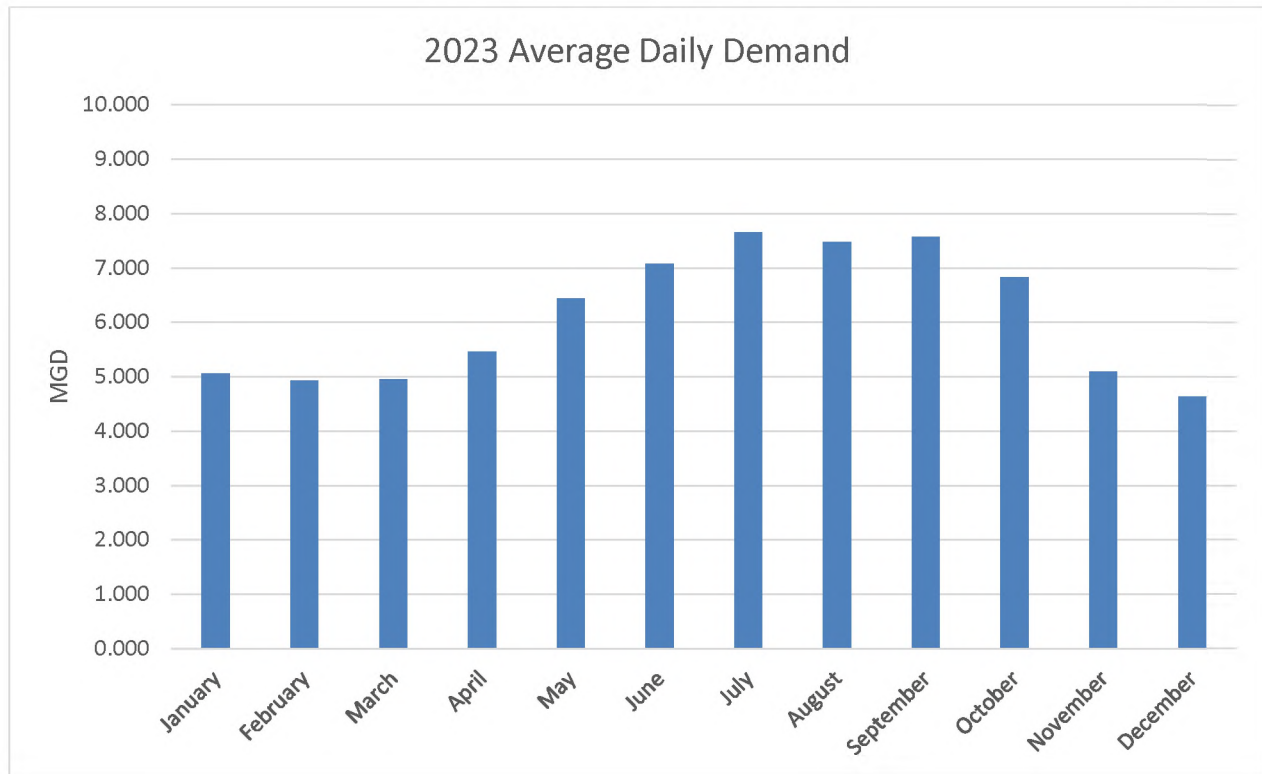


Figure 1-2
Seasonal Variation in Water Demands (2023)

1.4 Drought Management Plan within the Context of an Emergency Operations Plan

The Williamson County Emergency Management Agency (WCEMA) coordinates emergency response efforts for the City of Franklin. WCEMA is a regional entity and does not specify an action plan for drought scenarios. During a drought situation, this Drought Management Plan will be implemented in the City of Franklin.

Section 2

Organizing the Planning Process

2.1 Planning Process, Public Involvement, and Public Review

This Drought Management Plan has been developed by the City of Franklin WMD and is to be approved by TDEC after a 30-day public comment period in which public feedback will be incorporated as appropriate. Once TDEC approval is received, the City's governing BOMA will vote by Resolution to accept the 2024 Drought Management Plan.

2.2 Identification of Goals – Objectives and Priorities

The goal of this Drought Management Plan is to lay out a course of action to be implemented under various levels of drought conditions to assure that the essential water needs of the City are met. The plan will also provide a basis for regional collaboration, both in defining a drought situation and establishing actions that will reduce the City of Franklin's demand on regional resources.

2.3 Larger Resource Planning Context

The City of Franklin purchases treated drinking water from HVUD — water that originates from the Cumberland River — to supplement the available supply from the Harpeth River to meet water demands. Many other communities in the region also rely on HVUD to supply treated Cumberland River water as the primary water supply. The City of Franklin's Drought Management Plan does not supersede the contractual agreement in place between the City and HVUD but does take into consideration the City's dependence on a regional water supply source and includes regional drought indicators in addition to the City's local indicators.

2.4 Water Uses in Franklin

The table below lists critical water uses in the City of Franklin and indicates the priority of each during drought conditions.

Table 2-1
Water Uses

Water Uses	Average Daily Use (MGD)	Priority
Williamson Medical Center	0.082	1
Community Medical Facilities	0.137	2
Residential Domestic Consumption	5.74	3
Fire Protection	Variable	4
Critical Government Facilities	0.073	5
Commercial	1.57	6

Section 3

Identify Existing Plans, Partnerships, Policies, and Procedures

3.1 Interconnections, Mutual Aid Agreements, and Backup Sources

The City of Franklin has a water purchase agreement with HVUD that stipulates monthly minimum and maximum delivery volume and a peak daily delivery volume. The 2023 values under this contractual agreement are as follow:

- Minimum monthly usage by the City of Franklin of 99.7 million gallons (mg).
- Maximum monthly usage by the City of Franklin of 230 mg (2023 projection).
- Peak day delivery to the City of Franklin of 10.1 mg (2023 projection).

Each year, the City of Franklin and HVUD sign a contractual agreement specifying 5-year projections for these delivery volumes to allow the City and the utility to plan for future needs and expansions.

3.2 Ordinances, Policies, and Legal Requirements

The City of Franklin's municipal code identifies droughts and drought response actions and, in effect, constitute a major portion of this Drought Management Plan at the local level (using local hydrologic indicators), and identifies two emergency status drought phases.

Emergency Status 1 occurs when the water treatment reservoir drops to less than a 30-day supply or when three or more distribution tanks throughout the system cannot be brought above two-thirds full within a 48-hour period, due to drought conditions. Emergency Status 2 occurs when the water treatment reservoir drops to less than a 15-day supply or when three or more distribution tanks throughout the system cannot be brought above one-quarter full within a 48-hour period, due to drought conditions.

When these emergency conditions occur, the Mayor and/or BOMA of the City of Franklin is responsible for declaring a drought emergency status and is also responsible for terminating the drought emergency status when conditions have improved. During these drought conditions, various non-essential uses identified by the City of Franklin may be prohibited. All relevant will be incorporated in the City of Franklin's Drought Management Plan.

Additionally, the City of Franklin has an ARAP issued by TDEC which allows the City of Franklin to withdraw water from the Harpeth River at the water treatment facility intake at a rate that does not exceed 20 percent of the river flow. Also, flow in the river may not be reduced below 10 cubic feet per second (cfs) as a result of the City's withdrawal nor shall withdrawal occur at or below 5.0

mg/L of DO at USGS Gage #0343233905. To ensure uninterrupted drinking water service to the City of Franklin's customers during unique circumstances associated with emergency conditions, the 2020 ARAP includes a provision in which the City may submit for review, alternative withdrawal conditions and associated conservation measures to protect public health and welfare. In order to withdraw under alternative conditions, the City must obtain written authorization from TDEC.

3.3 Effectiveness of Water Conservation Measures

When formulating a resource management plan, of any type, it is important to address its likelihood of success, so that implementation of the plan can be effective, rather than having a plan that is a list of good ideas. The City of Franklin already has data demonstrating the level of success of recent drought management measures, included as part of this Drought Management Plan.

During the 2023 drought from September to December, the City of Franklin enacted drought management measures by urging City of Franklin Water Utility customers to conserve water voluntarily. The City saw limited success with voluntary conservation measures. After consulting with staff, the mayor declared a Status 1 emergency that prohibited any and all uses of water identified as nonessential use category 1 as defined in Franklin's Municipal Code Section 18-130(3). In addition to enacting a Status 1 emergency and prohibiting nonessential water uses, the following was initiated:

- volume of water the City received from Harpeth Valley Utility District was increased,
- Throttled back the water treatment facility production and
- Rescheduled backwashing of water basins to off-peak time of day,
- Fire-hydrant flow testing and the flushing program was temporarily halted, the
- City also implemented improved-communication tools including reaching out to customers via the City website and using social networking applications and media channels.

There are currently plans to unify the City's public communications plan and enhance the services that are provided by the City's communication manager.

When the City implemented measures to reduce demands, customers responded, and the average monthly demands fell below typical summer water usage rates. Thus, public awareness and active measures by the City have had very beneficial results with respect to demand reductions. Because of public awareness and active measures taken by the City, this Drought Management Plan will also be effective for future drought management actions.

Section 4

Coordinate with State and Regional Agencies

4.1 Identify Regional Stakeholders and Clarify and Resolve Conflicts

The City of Franklin supplies water for multiple users with various needs, mostly within the City limits. The City withdraws and treats water from the Harpeth River to partially satisfy demand, purchasing the remaining volume from the regional wholesaler, HVUD. The City's withdrawal from the Harpeth River is limited by an Aquatic Resource Alteration Permit, issued in 2020 by TDEC. Many other communities in the region also purchase water from HVUD, and many more communities rely on the Cumberland River as a common resource to meet water demands. This Drought Management Plan takes into account the City's dependency upon a regional water supply and the ecological flows needed by local water resources and compares the City's drought triggers with known regional drought triggers to show that responses to droughts can be easily coordinated.

4.2 Participation in Regional Water Conservation Efforts

The City of Franklin, as one of many customers, will cooperate with HVUD in the event that regional drought conditions occur. Analysis of historical water level records in the Cumberland River, coupled with modeling of Franklin's allowable withdrawal from the Harpeth River has shown that Franklin's drought triggers would occur before HVUD declarations. Therefore, the City will likely already be conserving water when a drought alert is issued by the regional wholesaler (see Section 4.3 below).

4.3 Analysis of Franklin versus Regional Drought Triggers

A simulation model of the City's water supply system, developed for the City's Integrated Water Resources Plan (IWRP) in collaboration with local, regional, and state stakeholders, has been developed to evaluate historical Harpeth River stream flow data and historical Cumberland River elevation data. The model has allowed estimates of the potential frequency of the City's drought triggers to be made for comparison with the historic frequency at which regional droughts would have been declared by HVUD. Water elevation data on the Cumberland River within Cheatham Lake was provided by the US Army Corps of Engineers (USACE), who control the reservoir levels. Data show that at the point of measurement, which is more than 20 miles downstream of HVUD's intake and is the trigger location for drought measurement location. Water levels in this reservoir have not been low enough to trigger a regional drought (by HVUD's definition) from 1958 to 2023. According to HVUD's Drought Management Plan, their top drought trigger (Drought Alert) occurs when the water level drops below 382 feet for more than 48 hours.

A complimentary analysis of Harpeth River streamflow from 1975 to 2009, and Franklin's allowable withdrawal from the Harpeth River shows that the City of Franklin would reach Emergency Status 1 in 21% and Emergency Status 2 in 15% of the time, measured in days. This analysis was conducted using a simulation model developed for Franklin's integrated water resources plan. The model input consists of the streamflow records, demand patterns for the water users in the City and rules restricting streamflow withdrawal, as well as specifications such as pump, reservoir, and treatment plant capacities. The model simulates Franklin's withdrawal from the Harpeth River as needed, based on the ARAP which specifies that the City may not withdraw greater than 20% of the flow in the river and may not withdraw any water once the river drops below 10 cfs. In this period of record, Franklin's withdrawal would have been restricted due to ARAP limitations 29% of the time.

While the Emergency Status 1 threshold (reservoir below a 30-day supply) could be met after several weeks of restricted withdrawal from the Harpeth River, which is not uncommon given the frequency of river flows dropping below 10 cfs, it is at the discretion of BOMA, per advice from the Director of the WMD, to declare a water supply shortage. This is generally only necessary if the low flow conditions in the Harpeth River continue for a long period and/or reflect a more regional trend towards drought conditions that would affect Franklin's other source of water (the Cumberland River). This demonstrates that Franklin's drought triggers reflect the increased susceptibility of their local system to hydrologic stress, and that the City can be confident that their acts support implementation of conservation measures, should a regional drought declaration be made (see Section 5 for actual response measures).

Section 5

Plan Management Phases and Response

Franklin relies on two sources for water supply: the Harpeth River and the regional wholesaler HVUD. Drought triggers related to the regional wholesaler's supply are specified in the HVUD Drought Management Plan and in the contract agreement between the City of Franklin and HVUD. The City of Franklin's municipal code contains provisions for declaring two levels of drought emergency, which are explained in Subsections 5.2 and 5.3. Additionally, the City recognizes three levels of pre-drought awareness in which it will notify water users of the possibility of developing drought conditions and encourage voluntary water conservation. **Tables 5-1 through 5-4** list the City of Franklin's drought trigger points, response actions, target conservation, and enforcement actions for each of the five stages of drought awareness.

5.1 Identification of Trigger Points – Monitor Alert, Drought Alert and Voluntary Restrictions

As described in Subsection 1.3, Franklin's withdrawal from the Harpeth River is limited by an Aquatic Resource Alteration Permit (ARAP). When river flows and/or DO levels are at a point which restricts the City's withdrawal to less than the water treatment plant capacity for a period of 5 consecutive days, a drought Monitor Alert will be issued. The natural low flows in the

Harpeth River result in these conditions, on average, 39% of the time, mostly in the months of July - October. At this stage of alert, the City will monitor the river flows and notify the regional wholesaler of the potential for greater reliance upon the regional supply.

Table 5-1

**Monitor
Alert**

Monitor Alert	
Trigger	Harpeth River flows and/or DO levels are at a point which restricts the City's withdrawal for a period of five consecutive days, a drought Monitor Alert will be issued.
Response Actions	• Notify regional wholesaler of potential for increased reliance • Monitor customer water usage • Monitor river flows • Notify TDEC
Conservation Goal	None

Drought Alert

Drought Alert	
Trigger	Harpeth withdrawals are limited by ARAP permit to the point that the raw water reservoir cannot be maintained at 70% capacity.
Response Actions	• Throttle plant flows to 10% of normal average daily production during full reservoir conditions. • Notify regional wholesaler of potential for increased reliance • Monitor customer water usage • Monitor river flows • Notify TDEC
Conservation Goal	None

Franklin's second drought awareness level calls for a stricter response and is triggered when the volume of the water treatment plant supply reservoir falls below 70% of full capacity. At the Drought Alert stage, the City will continue to monitor river flow, notify the wholesaler of increasing risk of drought and reliance on the regional supply.

Table 5-2

Voluntary Conservation

Voluntary Conservation	
Trigger	Volume of available supply in the Franklin raw water reservoir drops below a 40-day supply level.
Response Actions	• Throttle production to a maximum of 20% of the normal average daily production during full reservoir conditions. • Notify regional wholesaler of potential for increased reliance • Monitor customer water usage • Monitor river flows • Issue press release asking water users to conserve and giving suggestions on how to do so • Notify TDEC
Conservation Goal	5% reduction based on previous month usage

Franklin's third level calls for stricter response and is triggered when the volume of the water treatment plant supply reservoir falls below a 40-day supply. Franklin's water users will be urged to voluntarily conserve water with suggestions on how to do so. The City will also perform the following:

- Requesting the Fire Department to halt hydrant flushing,
- Throttling discharge side of water-storage tanks during the overnight to facilitate refilling of tank levels during lower demand periods,
- Activation of Cotton-Lane booster station to supplement water volume and/or pressure,
- Isolation of main-line valve on Spencer Creek Pass for efficiency when Cotton Lane booster pump is running,
- Throttling of WTP production to conserve reservoir water available to WTP.

5.2 Identification of Trigger Points — Emergency Status 1

Emergency Status 1 can be declared by the Mayor and/or BOMA based on conditions determined by the Director of WMD of the City of Franklin. As previously discussed, a Water Shortage Emergency Status 1 may be identified when the total volume of water in the City's raw water reservoir drops to less than a 30 day's supply to the WTP operating at a design capacity of 1.6 mgd or when the water level in three or more distribution system reservoirs cannot be brought above the 2/3 full mark in a 48- hour period. Once a Water Shortage Emergency Status 1 is declared, the Mayor may prohibit the use of all Non-essential Category 1 water.

Non-essential Category 1 water uses include the following:

- Washing sidewalks, driveways, and other exterior paved areas except by the City of Franklin in the interest of public safety.

- Filling or refilling swimming pools.
- Noncommercial washing of vehicles and boats.
- Any use from a fire hydrant other than to fight fires and ensure adequate water quality in the distribution system.
- Watering landscaped or grass areas, with the exception of non-grassed gardens, trees, or shrubs, between 8:00 p.m. and 6:00 a.m. using handheld devices.
- Watering golf courses.
- Dust control or compaction during construction.

**Table 5-3
Emergency Water Shortage Status 1**

Emergency Water Shortage Status 1	
Trigger	Volume of available supply in the Franklin raw water reservoir drops below a 30-day supply level after WTP production is throttled to 50% of normal average daily production during full reservoir conditions. --- OR --- Water level in three or more distribution tanks cannot be brought above 2/3 full of normal operating levels for 48 hours.
Response Actions	• Notify regional wholesaler of increased reliance due to drought conditions in Franklin • Monitor customer water usage • Monitor river flows and regional drought status • BOMA to oversee issuing of water restrictions • Issue press release notifying all water users of drought conditions and of restriction of Category 1 water uses • Notify TDEC
Conservation Goal	10% reduction based on previous month usage

5.3 Identification of Trigger Points — Emergency Status 2

Emergency Status 2 can be declared by the Mayor and/or BOMA of the City of Franklin based on conditions determined by the Director of WMD of the City of Franklin. As previously described, a Water Shortage Emergency Status 2 may be identified when the total volume of water in the City's raw water reservoir drops to less than a 15-day supply to the WTP or when the water level in three or more distribution system reservoirs cannot be brought above the one-quarter full mark in a 48-hour period. Once a Water Shortage Emergency Status 2 is declared, the Mayor may prohibit all non-essential water uses. Non-essential water uses include the water uses listed above in Category 1 in addition to Categories 2 and 3 listed below.

Non-essential Category 2:

- Use by a laundromat greater than 70 percent of the water used in the corresponding billing period of the prior year (or estimated if records are unavailable).
- Use by vehicle washing facility greater than 70 percent of the water used in the corresponding billing period of the prior year (or estimated if records are unavailable).
- Water sold and supplied to utility districts greater than 70 percent of the water used in the corresponding billing period of the prior year (or estimated if records are unavailable).
- Non-residential use greater than 70 percent of the water used in the corresponding billing period of the prior year (or estimated if records are unavailable), provided that such reductions do not impact public health, safety, welfare, or equitably among users.
- Drinking water in restaurants, public, or non-public eating establishments, unless requested by a customer.

Non-essential Category 3:

- Any non-residential use or use by any utility district in excess of 50 percent of the water used in the corresponding billing period of the prior year (or estimated if records are unavailable).

Effluent reuse or well water uses are exempt from Non-essential use categories.

**Table 5-4
Emergency Water Shortage Status 2**

Emergency Water Shortage Status 2	
Trigger	Volume of available supply in Franklin's raw water reservoir drops below a 15-day supply level when WTP is throttled back at 50% of daily production based on normal average daily production during full reservoir conditions. --- OR --- Water level in three or more distribution system tanks cannot be brought above one forth full for 48 hours. --- OR --- Customers fail to meet reduction goals of Emergency Status 1
Response Actions	• Notify regional wholesaler of increased reliance due to drought conditions in Franklin • Monitor customer water usage • Monitor river flows and regional drought status • BOMA to oversee issuing of water restrictions • Issue press release notifying all water users of drought conditions and of restriction of Categories 1, 2 and 3 water uses • Notify TDEC

	Consider turning plant off if flow gets below 1,100 gpm
Conservation Goal	25% reduction based on previous month usage

5.4 Drought Action Summary

Table 5-5 gives a summary overview of Franklin's drought action levels, trigger points, response actions, authorities, and responsibilities.

Provide Tennessee Department of Environment and Conservation, Division of Water Supply, with status updates before, during and after implementation.

**Table 5-5
Summary of Drought Action Levels**

Drought Level	Trigger	Response Actions	Authority to Declare	Responsibility to Implement
Monitor Alert	When river flows and/or DO levels cannot support withdrawal for 5-consecutive days.	- Notify regional wholesaler of potential for increased reliance - Monitor customer water usage - Monitor river flows - Notify TDEC	Franklin WMD	Franklin Water Management Department
Drought Alert	Harpeth withdrawals are limited by ARAP permit to the point that the raw-water reservoir cannot be maintained at 70% capacity.	- Notify regional wholesaler of potential for increased reliance - Monitor customer water usage - Monitor river flows - Notify TDEC	Franklin WMD	Franklin Water Management Department
Voluntary Conservation	Volume of available supply in the Franklin raw water reservoir drops below 40-day supply level.	- Notify regional wholesaler of potential for increased reliance - Monitor customer water usage - Monitor river flows - Issue press release asking water users to conserve and suggesting ways to do this - Notify TDEC	Franklin WMD	Franklin Water Management Department

Emergency Status 1	Volume of available supply in the Franklin raw water reservoir drops below a 30-day supply level --- OR --- Water level in three or more distribution tanks cannot be brought above 2/3 full of normal operating levels for 48 hours.	• Notify regional wholesaler of potential for increased reliance • Monitor customer water usage • Monitor river flows and regional drought status • BOMA to oversee issuing of restrictions • Issue press release notifying all water users of drought conditions and of mandatory restriction of Category 1 water uses • Notify TDEC	Mayor / BOMA	Franklin Water Management Department
Emergency Status 2	Volume of available supply in Franklin's raw water reservoir drops below a 15-day supply level --- OR --- Water level in three or more distribution system tanks cannot be brought above one forth full for 48 hours --- OR ---	• Notify regional wholesaler of potential for increased reliance • Monitor customer water usage • Monitor river flows and regional drought status • BOMA to oversee issuing of restrictions • Issue press release notifying all water users of drought conditions and of mandatory • Notify TDEC	Mayor / BOMA	Franklin Water Management Department
Emergency Status 2	Customers fail to meet reduction goals of Emergency Status 1	restriction of Categories 1, 2, and 3 water uses • Notify TDEC		

5.5 Enforcement of Water Use Restrictions

When a drought emergency is declared in Franklin, customers are required by law to comply with the use restrictions outlined above. The WMD will monitor water use during drought management periods and enforce the relevant restrictions. Section 18-130(8) of the City of Franklin's municipal code state the penalties for non-compliance with water restrictions and is excerpted below.

- (a) *Any failure of a customer to comply with the requirements of a declared water shortage shall be reported to any official of the city and shall be immediately investigated by the director of the water and wastewater department or his/her designated agent. If noncompliance is found to exist, the director shall request immediate compliance by the customer. Should the customer fail or refuse to immediately comply with the director's request, the director shall immediately discontinue water service to the customer in question.*
- (b) *Any customer whose service is disconnected because of failure to comply with the requirements of a declared water shortage emergency shall have the right, after the first such disconnection, to have service reconnected upon payment to the city of its customary reconnection charge and upon*

execution of a written, sworn statement under penalty of perjury that she/he will comply with the requirements of the declared emergency. If service is disconnected because of a subsequent failure to comply, such customer shall have the right to request reinstatement of service only upon approval of the assistant city administrator for public works (A.C.A.), such as for compliance with the Americans with Disabilities Act. The A.C.A. may grant approval subject to such reasonable terms and conditions as the A.C.A. may impose or may refuse to reinstate service.

- (c) *The decision of the A.C.A. may be appealed for hearing to the city administrator. The disconnection shall remain in effect until the appeal is heard. A hearing shall be conducted within 72 hours of the time the request for hearing is made by the customer. In the event a hearing is not conducted within 72 hours, service shall be reinstated until the hearing is conducted. All requests for a hearing shall be made to the city administrator.*

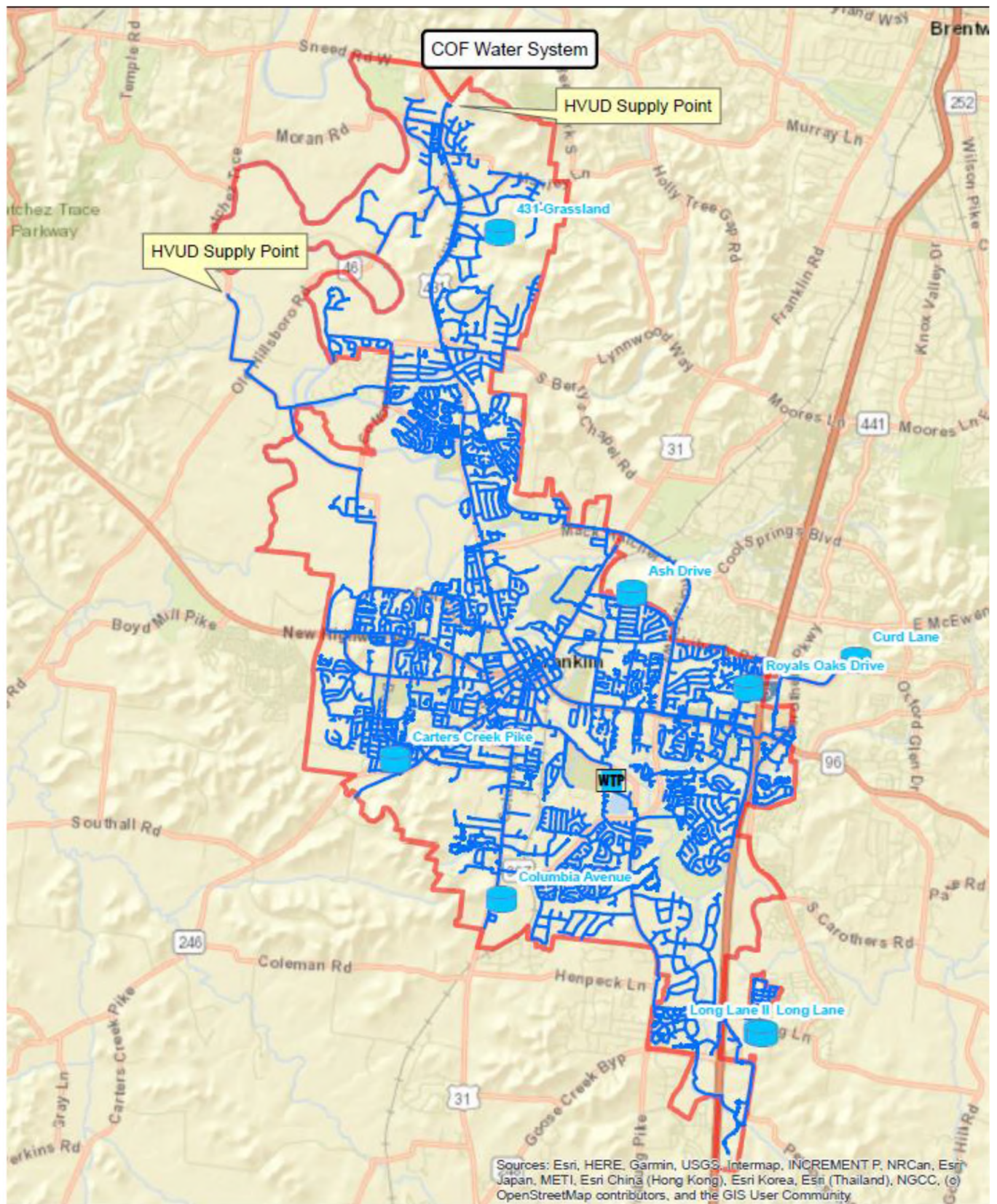
5.6 Balancing Supply and Demand

Analysis of the distribution system using a simulation model developed by the City confirms the worst-case scenario for distribution system pressures occurs when the WTP is not providing water for several days. The analysis also reinforces the City's existing drought management trigger points listed in Sections 5.1 and 5.2, suggesting that conservation measures should be enacted when water levels in the distribution system tanks cannot be brought above 60-percent capacity, so tanks can be refilled, avoiding low pressures. In conclusion, the City is capable of managing distribution system pressures by moving HVUD-supplied water through the WTP when extended river withdrawals are not possible. This approach allows the City to address unanticipated pressure losses arising from supply inconsistencies using existing drought management scenarios that specify emergency supply shortages when levels in distribution system tanks fall below the critical thresholds listed in Tables 5-3 and 5-4.

Franklin has implemented other system projects that has improved the balance of supply and demand; these projects include the Natchez Trace vault improvements, the southeast transmission main and booster station pumping schedules, revised existing distribution pressure zones by manipulating system valving, enhanced availability of reclaim water to irrigation customers previously using potable water.

5.7 Customer Outreach

Franklin's communications manager works with the water management department to notify the public of a drought alert, voluntary conservation, or drought emergency. An example press release is included on page 5-13 of this plan. In addition to a press release, the City uses its website, conventional mailing, flyers posted in public settings and social networking-media platforms to communicate with water users and citizens.



Emergency Water Shortage Status 1 Sample Press Release

Franklin, TN - Due to severe drought conditions and the increased demand for water, the City of Franklin declared a "Status 1" water shortage in the City of Franklin water utility district. All Category 1 non-essential use of water is prohibited.

Non-essential Category 1 water uses include the following:

- Washing sidewalks, driveways, and other exterior paved areas except by the City of Franklin in the interest of public safety.
- Filling or refilling swimming pools.
- Noncommercial washing of vehicles and boats.
- Any use from a fire hydrant other than to fight fires and ensure adequate water quality in the distribution system.
- Watering landscaped or grass areas, with the exception of non-grassed gardens, trees, or shrubs, between 8:00 p.m. and 6:00 a.m. using handheld devices.
- Watering golf courses.
- Dust control or compaction during construction.

These restrictions will be in effect and enforced until further notice. Emergency Status 1 was declared by the Board of Mayor and Aldermen (BOMA) based on trigger points established through municipal code and the City of Franklin Drought Management Plan.

Suggestions on how to conserve water can be found on EPA's website: www.epa.gov/watersense/using-water-efficiently

Up-to-date information on the City's water status will be posted on Franklin TV (Comcast Channel 10 and AT&T U-verse Channel 99) and on the City's website (www.franklinton.gov). Updates will also be available through social networking-media platforms.

Section 6

Identify the Management Team

Guidance provided by TDEC requires identification of purpose, structure, roles, and functions of the Plan. The City of Franklin BOMA, based on advice of the Director of WMD, is responsible for issuing and lifting drought emergency status declarations as specified in Franklin's water supply shortage ordinances:

Section 18-130 (6) Board of Mayor and Aldermen action.

- (a) The Franklin Board of Mayor and Aldermen or the Mayor under authority granted by the Charter may declare a water shortage emergency irrespective of whether the water supply has reached Water Shortage Emergency Status 1 or 2. Only the board may terminate or end a water shortage emergency declared by the board.*
- (b) The Franklin Board of Mayor and Aldermen or the Mayor may prohibit any Nonessential Use, Category 1, during any period that a water shortage emergency has been declared, irrespective of whether the water shortage has reached Water Shortage Emergency Status 1 or not.*
- (c) The Franklin Board of Mayor and Aldermen or the Mayor may prohibit any nonessential use when the water supply of the city has reached the Water Shortage Emergency Status 1.*
- (d) Any water shortage emergency described by the Mayor shall continue until the next meeting of the Franklin Board of Mayor and Aldermen. If the board does not act to terminate the water shortage emergency, the same shall continue in full force and effect. The board may terminate or modify any limitations on nonessential use of water.*

In the absence of affirmative action by the Franklin Board of Mayor and Aldermen, the action of the Mayor shall be final.

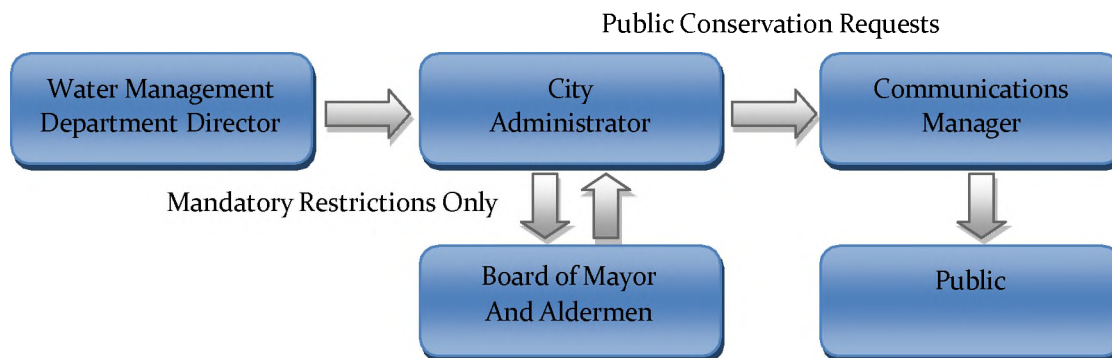
Section 18-130 (7) Notice.

Upon the declaration of the existence of a water shortage emergency by the Mayor or the board, the city recorder shall notify the local newspapers and radio stations and furnish detailed information concerning the existence of the water shortage emergency and all prohibited uses. In addition, a newspaper ad shall be published once per week in any weekly local newspaper, informing the public of the water shortage emergency and any prohibition concerning the nonessential uses. Every practical effort shall be made to keep the water-using public informed of conditions during any declared water shortage emergency.

The City of Franklin WMD is responsible for monitoring water consumption and drought trigger measures and advising BOMA to issue a water shortage emergency.

The Communications Department coordinates press releases and public notifications. The Director of WMD recommends conservation measures through the City Administrator. Voluntary conservation measures are reviewed with administration, and if warranted, are publicized by the Communications Manager of the Communications Department. Mandatory conservation measures go through the same process; however, require declaration by the Board of Mayor and Aldermen prior to implementation.

City of Franklin Process of Public Notification for Water Conservation



Section 7

Review, Evaluate, and Update the Management Plan

This Drought Management Plan and associated actions taken by the City will be reviewed by WMD and BOMA upon conclusion of a drought event. If no drought event occurs, the Plan will be reviewed, updated, and submitted to TDEC at least every 3-years. (Rule 0400-45-01-.17 (7))



File #: 21-0923

DATE: November 25, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Lisa Clayton, Director of Parks
Kevin Lindsey
Heather Eusebio, Research & Planning Specialist
Chris Franklin, Public Works Operations Analyst

SUBJECT:

Presentation For Proposed Parkland Impact Fee Ordinance Amendment
WS 11/12/24

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the discussion for the proposed Parkland Impact Fee Ordinance Amendment.

BACKGROUND/STAFF COMMENTS:

The Parkland Impact Fee Ordinance was adopted at the current amount of Four Thousand Three-Hundred Four And No/100 Dollars (\$4,304.00) per dwelling unit in 2016. In 2020, the Ordinance was amended to allow for clarification of definitions for dwelling units, Parkland dedication, Phase and the Total Parkland Impact Fee. The restructure of the timing of payments collected at the first final plat, or first building permit when a plat is not required, with the remainder of fees collected at a pro-rated rate per permit pulled. In 2023, the Ordinance was amended to include accessory dwelling units, fees being paid in full for 12 dwelling units or less and to allow for both public and private offsets to receive 75% eligible reimbursement. The Parkland Impact Fee Ordinance calls for an update to the fees since the last census. This will provide further discussion on the implementation of the proposed Parkland Impact Fee Ordinance Amendment.

FINANCIAL IMPACT:

There is no financial impact at this time, but will come at a later date.

RECOMMENDATION:

Staff recommends providing the Board of Mayor and Alderman options for implementation of Parkland Impact Fees for the following five year cycle.

Proposed Parkland Impact Fee Ordinance Amendment

PRESENTED BY:

ACA PUBLIC WORKS, MARK HILTY

PARKS DIRECTOR, LISA CLAYTON

PARKS FACILITIES SUPERINTENDENT, KEVIN LINDSEY

PARKS RESEARCH AND PLANNING SPECIALIST,
HEATHER EUSEBIO

PUBLIC WORKS OPERATIONS ANALYST, CHRIS
FRANKLIN

CURRENT FEES IN 2023

Parkland Impact Fee	\$4,304 per Dwelling Unit
Parkland Dedication in Lieu of Parkland Impact Fee Off-sets	(Amount of Parkland Dedicated or set-side x Cost of 1 Acre of Land) Cost of 1 Acre of Land Located Outside Floodplain: \$62,121 Cost of 1 Acre of Land Located Inside Floodplain: \$45,757
Service Levels for Parkland and Park/Greenway Improvements	Parkland = 69.41 Dwelling Units Per 1 Acre Cost of Park/Greenway Improvements = \$ 3,409 per Dwelling Unit *Consideration for Off-Sets in-lieu of Parkland Impact Fees shall not exceed the Service Level for either the amount of Parkland or value of Improvements, individually.

Item/Formula	Parkland Impact Fee Methodology	Ordinance 2016-25 (2017) #'s Based on Special Census 7/1/2017	2017 - 2024 CPI Inflationary development increase only
A	COF Population	70,908	
B	Acres of Non-Historic Parkland and Trails	378.66	
C	Plus, Private Pools	47.00	
D (B+C)	Total Acres of Non-Historic Parkland, Trails & Pools	425.66	
E (A/D)	Service Level (Population/Acres of Parkland)	166.58	
F	People Per Dwelling Unit	2.4	
G (A/F)	Dwelling Units (Total)	29,545	
H (E/F)	Dwelling Units/Acre Parkland Target Service Level (Alt Calc)	69.41	69.41
I	Cost of 1 Acre of Land (Non-Floodplain)	\$ 62,121.00	\$ 62,121.00
K	Cost of 1 Acre of Land (Floodplain & Hillside)	\$ 45,757.00	\$ 45,757.00
L (I/H)	Cost of Parkland per Dwelling Unit (Non-Floodplain)	\$ 894.99	\$ 894.99
M (K/H)	Cost of Parkland per Dwelling Unit (Floodplain/Hillside)	\$ 659.23	\$ 659.23
N	5 Acre Neighborhood Park Development Cost	\$ 1,183,029.00	\$ 1,517,332.31
O (H x 5)	Number of DU's Served by 5 Acre Park	347.05	347.05
P (N/O)	Cost to Develop a 5 Acre Neighborhood Park per DU	\$ 3,408.82	\$ 4,372.09
Q (L+P)	Total Parkland Fee Per DU Target Level Of Service	\$ 4,303.81	\$ 5,267.08

•Option #3

• This option incorporates a year-over-year CPI increase to the 5-acre neighborhood park development cost from June of 2017 till June of 2024.

• The U.S. Bureau of Labor Statistics CPI Inflation Calculator was used to estimate the new 5-acre neighborhood park development cost based on the estimated cost in 2017.

• The CPI is best practice tool to estimate park development cost due to the various goods and services incorporated in the development of a park.

*****Note Option IV: Estimated 1-acre land value of \$150,321.00 the new fee would be \$6,537.80**

Total Fee Per DU

Projected Parkland Impact Fees: Option 3

Item/Formula	Parkland Impact Fee Methodology	January 1, 2025 Proposed Impact Fee	January 1, 2026 Fee with 5% CPI on Park Cost	January 1, 2027 Fee with 5% CPI on Park Cost	January 1, 2028 Fee with 5% CPI on Park Cost	January 1, 2029 Fee with 5% CPI on Park Cost
L	Cost of Parkland per Dwelling Unit (Non-Floodplain)	\$ 894.99	\$ 894.99	\$ 894.99	\$ 894.99	\$ 894.99
M	Cost of Parkland per Dwelling Unit (Floodplain/Hillside)	\$ 659.23	\$ 659.23	\$ 659.23	\$ 659.23	\$ 659.23
N	5 Acre Neighborhood Park Development Cost	\$ 1,517,332.31	\$ 1,593,198.93	\$ 1,672,858.87	\$ 1,756,501.82	\$ 1,844,326.91
O	Number of DU's Served by 5 Acre Park	347.05	347.05	347.05	347.05	347.05
P (N/O)	Cost to Develop a 5 Acre Neighborhood Park per DU	\$ 4,372.09	\$ 4,590.70	\$ 4,820.23	\$ 5,061.25	\$ 5,314.31
Q (L+P)	Total Parkland Fee Per DU Target Level Of Service	\$ 5,267.08	\$ 5,485.69	\$ 5,715.22	\$ 5,956.23	\$ 6,209.30

Question To Be Addressed:



Do we want to add an inflationary % yearly to the 2017 PIF until new census data can be provided?



File #: 21-01311

DATE: November 22, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michael Walters Young, Chief Budget & Performance Officer

SUBJECT:

Consideration Of Resolution 2024-108, A Resolution Of The Board Of Mayor And Aldermen For The City Of Franklin Adopting Budget Goals For the Fiscal Year 2025-2026
Finance 12/5/24

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-108, A Resolution To Adopt Budget Goals for FY 2025-2026.

BACKGROUND/STAFF COMMENTS:

Setting targeted goals is vital to accomplishment of any plan. For a financial plan to succeed, targeted goals are vital in guiding policymakers and civil servants in ensuring city services are provided in the most effective manner possible. The FY 2026 Budget goals are provided showing both the type of goal but where (and if) the proposed goal ties into the new FranklinForward, the City of Franklin's Strategic Plan.

The intent of a separate resolution proposing budget goals is to provide staff overarching direction in their preparation of budget requests for the upcoming fiscal year and ensure that the goals of the organization are being met through those submissions.

FINANCIAL IMPACT:

Although there is no cost associated with this item, the direction provided within this item will influence and determine the levels of resources available for the entire next Fiscal Year.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-108.

RESOLUTION 2024-108

**A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN
ADOPTING BUDGET GOALS FOR THE FISCAL YEAR 2025-2026**

WHEREAS, the City of Franklin strives to provide excellent services to its citizens on a cost effective basis through adoption of an annual operating budget as required by the Municipal Charter and the laws of the State of Tennessee; and

WHEREAS, this budget document is guided in principle by the goals and strategic planning developed by the Board of Mayor and Aldermen with input from the citizens of the City; and

WHEREAS, it is deemed to be in the public interest to provide for the long range fiscal health of the system by establishing financial, non-financial and specific operational goals each year; and

WHEREAS, a set of goals has been reviewed by the full Board of Mayor & Aldermen.

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

SECTION 1. The Goals for Fiscal Year 2025-2026, as set forth more fully in **Exhibit A**, is herewith approved and adopted.

SECTION 2: That this Resolution shall be effective upon adoption.

RESOLVED THIS _____ DAY OF _____, ____.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Sauna R. Billingsley
City Attorney



City of Franklin, Tennessee

FY 2026 Operating Budget

Budget Planning

Budget Goals

Setting targeted goals is vital to accomplishment of any plan. For a financial plan to succeed, targeted goals are vital in guiding policymakers and civil servants in ensuring city services are provided in the most effective manner possible. These FY 2026 Budget goals are provided herein showing both the type of goal but where (and if) the proposed goal ties into **FranklinForward**, the City of Franklin's Strategic Plan. The six Strategic Plan goals are shown below:

-  **Safe Clean Livable City**
-  **Sustainable Growth & Economic Vitality**
-  **Fiscally Sound**
-  **Quality Life Experiences**
-  **Organizational Health**
-  **Operational Excellence**

Financial Goals

	Maintain and enhance the positive fiscal position of the City by adherence to financial management principles for public funds and compliance with Board-approved financial policies.
	Continue to pursue options for revenue diversification among property taxes, sales taxes, fees, interest earnings, other income, and state shared revenues with expenditure growth reviewed annually in terms of population increases and desired public service levels.
	Produce a structurally balanced budget with ongoing revenues meeting ongoing expenses.
	Pursue additional revenue sources when and where appropriate.
	Maintain reserve funds in compliance with the Board of Mayor and Aldermen's adopted policy.



City of Franklin, Tennessee

FY 2026 Operating Budget

Budget Planning

	Maintain compliance with the City's adopted debt policy and capital funding program.
	Leverage local funds through the pursuit of grant opportunities.

Non-Financial Goals

	Maintain and enhance services to citizens. Focus on the delivery of high-quality services to residents, businesses, and visitors.
	Focus on the delivery of projects approved through an updated 10-year Capital Investment Program and supported by the Invest Franklin initiative.
	Focus on continued maintenance and improvement to the water and wastewater infrastructure by advancing rate-funded capital projects.
	Develop, adopt, and implement programs and policies, which create and sustain a positive economic environment within the City of Franklin supporting job growth and private investment.
	Promote the City as a preferred economic development location in cooperation with the State of Tennessee, Williamson County and other partners. Promote economic prosperity and enhance Franklin's competitive position.
	Continue an emphasis on maintenance of facilities and equipment with replacement of the City's fixed assets as necessary, which include equipment, infrastructure, and facilities.
	Continue and further enhance our commitment to employee training and professional development, and thereby providing a positive work environment for teamwork, individual and department initiatives, productivity, and individual development.
	Continue to build and enhance employee engagement across the City of Franklin Team
	Maintain and continue to enhance the compensation and benefit plan for employees within our financial capabilities; to retain and attract qualified and motivated employees in a highly competitive market.
	Continue commitment to the vitality of the downtown area, historical areas, and neighborhoods throughout the city.



City of Franklin, Tennessee

FY 2026 Operating Budget

Budget Planning

	Support and connect the City's operational efforts to long-term planning initiatives. These key planning efforts include the Board-adopted strategic plan <i>FranklinForward</i>, the Integrated Water Resource Plan (IWRP), the Comprehensive Transportation Plan, the Park's Master Plan, the Greenway/Open Space Plan, and the Envision Franklin land use plan.
	Support the sustainability efforts identified by staff and the City's Sustainability Commission.

Specific Fiscal Year 2026 Initiatives

	Implement updates to the City's Strategic Plan, <i>Franklin Forward</i>, with a focus on 10-year planning horizon with specific goals/deliverables identified for the next 1-3 years.
	Develop and evaluate options for growth-related infrastructure investment funding/financing for Board consideration.
	Work towards the development of incentives and strategies for affordable and workforce housing in the City of Franklin.
	Continue work on the City's growth management strategies focusing on targeted infrastructure enhancements. Support dialog with key stakeholders on growth patterns, infrastructure planning, and long term land use strategies.
	Update the City of Franklin's land use plan, <i>Envision Franklin</i>, to reflect community aspirations, lessons learned through the first five years of plan implementation, and effective stewardship of the community's built and natural environment.
	Continue efforts to recruit qualified employees including efforts to diversify the workforce. Complete a comprehensive review of the City's compensation plan to maintain the City's position as a highly competitive employer in the region.
	Continue to identify opportunities to expand and enhance the City's engagement with the public through various strategies and mediums.
	Promote/market the City as a preferred economic development location in cooperation with the State of Tennessee, Williamson County and other partners.
	Continue work toward additional long-term funding strategies for multi-modal and vehicular transportation needs in Franklin, Williamson County, and throughout the Middle Tennessee region.



City of Franklin, Tennessee

FY 2026 Operating Budget

Resolution 2024-108 FY 2026 Budget Goals

December 10, 2024
Board of Mayor and Aldermen



City of Franklin, Tennessee

FY 2026 Operating Budget

Resolution 2024-108

FY 2026 Budget Goals

- **Goal setting is the important first step for any process but essential for the largest and most important policy process the BOMA annually performs – the annual operating budget**
- **Goals proposed fall in 3 categories:**
 - **Financial Goals**
 - **Non-financial Goals**
 - **Specific FY 2026 Goals**

Resolution 2024-108

FY 2026 Budget Goals

- Goals are tied to the new strategic plan -



Safe Clean Livable City



Sustainable Growth & Economic Vitality



Fiscally Sound



Quality Life Experiences



Organizational Health



Operational Excellence



City of Franklin, Tennessee

FY 2026 Operating Budget

Resolution 2024-108

FY 2026 Budget Goals

- Specific FY 2026 Initiatives include:**
 - Implement updates to the City's Strategic Plan, Franklin Forward, with a focus on 10-year planning horizon with specific goals/deliverables identified for the next 1-3 years.**
 - Develop and evaluate options for growth-related infrastructure investment funding/financing for Board consideration.**
 - Work towards the development of incentives and strategies for affordable and workforce housing in the City of Franklin.**
 - Complete a comprehensive review of the City's compensation plan and continue efforts to recruit qualified employees including efforts to diversify the workforce.**



City of Franklin, Tennessee

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FY 2026 Budget Goals

- Specific FY 2026 Initiatives include:

- Continue work on the City's growth management strategies focusing on targeted infrastructure enhancements.**
- Continue to identify opportunities to expand and enhance the City's engagement with the public through various strategies and mediums.**
- Promote/market the City as a preferred economic development location in cooperation with the State of Tennessee, Williamson County and other partners.**
- Continue work toward additional long-term funding strategies for multi-modal and vehicular transportation needs in Franklin, Williamson County, and throughout the Middle Tennessee region.**



City of Franklin, Tennessee
FY 2026 Operating Budget

Questions