



Meeting Agenda

Work Session

Tuesday, January 28, 2025

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. *Consideration Of Resolution 2024-110, A Resolution To Affirm Compliance With Federal Title VI Regulations

Sponsors: Eric Stuckey

2. *Consideration Of Ordinance 2024-47, An Ordinance To Amend Title 18, Chapter 1, Section 18-110 And Title 18, Chapter 2, Sections 18-204 And 18-209 To Add Reference To The Design Criteria For Water Infrastructure And Design Criteria For Wastewater Infrastructure For Design Of Water, Sewer, And Reclaimed Infrastructure, And Additional Availability

Sponsors: Michelle Hatcher, Brian Goodwin

3. *Consideration Of Resolution 2024-84, A Resolution To Approve The Use Of Paid Parking At 127 2nd Ave North And Choosing Option Three As Proposed
WS 7/9/24; 11/12/24; 11/26/24
BOMA 1/14/25, 7-0 postpone to 1/28/25

Sponsors: Tom Marsh, Alex Brown, Shanna McCoy

4. *Consideration Of Resolution 2024-85, A Resolution To Approve The Use Of Paid Parking For The Properties Located At 94-98 East Main Street, Franklin, TN, And Choosing Option Three As Proposed
WS 7/9/24; 11/12/24; 11/26/24
BOMA 1/14/25, 7-0 postpone to 1/28/25

Sponsors: Tom Marsh, Shanna McCoy, Alex Brown

5. *Consideration Of COF Contract No. 2024-0340, With MGT Impact Solutions, LLC For Implementation Of Ready Rebound's Health And Wellness Solutions For First Responders

Sponsors: Glenn Johnson

6. *Consideration Of Amendment 1 To COF Contract No. 2021-0001, A Professional Services Agreement With UES, Formerly GeoTek Engineering Company, To Provide For Geotechnical Services For The New City Hall Building In The Amount Of \$25,000

Sponsors: Mark Hilty

7. Consideration Of Amendment 7 To COF Contract No. 2020-0041, With OHM/Studio 8 Design For New City Hall Phase 4 Services During Construction In The Amount Of \$2,570,000

Sponsors: Mark Hilty, Kelly Dannenfelser

8. Presentation Of The Development Customer Survey Results

Sponsors: Vernon Gerth, Katherine Harelson

9. Consideration Of Resolution 2024-71, A Resolution To Rescind Prior Resolutions Adopting Retention Policies And To Adopt A Revised Resolution Providing For The Retention, Maintenance, Preservation, Protection And Scheduled Destruction Of Public Records

Sponsors: Angie Skarp

10. Discussion Of 10 Year Capital Investment Plan Rankings

Sponsors: Eric Stuckey, Paul Holzen, Lisa Clayton, Michael Walters Young

11. *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

WS 12/10/24

BOMA 12/10/24, 6-0 to postpone to 1/28/25

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

12. Consideration Of Resolution 2025-07, A Resolution Establishing A Preservation Plan Steering Committee For The Preservation Plan Update

Sponsors: Mayor Ken Moore, Emily Wright, Kelly Dannenfelser, Emily Huffer

13. *Consideration Of Resolution 2025-03, A Resolution To Accept And Recommend Approval Of Amendment 6 To The Comprehensive Transportation Network Plan (Major Thoroughfare Plan) To The Franklin Municipal Planning Commission

Sponsors: Paul Holzen

14. Consideration Of Resolution 2025-09, A Resolution Declaring South Margin Street From Cummins Street To Columbia Avenue (SR6/US31) And An Alley From Cummins Street To Columbia Avenue (SR6/US31) As Surplus To Accommodate The Margin District

Sponsors: Paul Holzen, Jimmy Wiseman

15. Consideration Of COF Contract No. 2024-0410, With AIG Franklin, LLC (The Margin District Subdivision) For A Road Impact Fee Offset Agreement For An Amount Not To Exceed \$502,714.07.

Sponsors: Paul Holzen, Jimmy Wiseman

16. *Consideration Of COF Contract No. 2024-0311, With Toll Brothers, Inc. For Reimbursement Agreement For Franklin Ridge Project For An Amount Not To Exceed \$416,750
CIC 10/26/24, 3-0

Sponsors: Paul Holzen, Jimmy Wiseman

17. Consideration Of Resolution 2024-116, A Resolution Authorizing The City Of Franklin, Tennessee To Issue Its General Obligation Bonds In The Aggregate Principal Amount Of Not To Exceed \$48,000,000 Finance 1/9/25

Sponsors: Kristine Brock, Margaret Wilson, Michael Walters Young

18. Consideration Of Resolution 2024-117, A Resolution Authorizing The Issuance Of Not To Exceed \$48,000,000 In Aggregate Principal Amount Of General Obligation Bonds Of The City Of Franklin, Tennessee; Making Provision For The Issuance, Sale And Payment Of Said Bonds; Establishing The Terms Thereof And The Disposition Of Proceeds Therefrom; And Providing For The Levy Of Taxes For The Payment Of Principal Of, Premium, If Any, And Interest On The Bonds Finance 1/9/25

Sponsors: Kristine Brock, Margaret Wilson, Michael Walters Young

19. Consideration Of Event Permit For Franklin Pride Festival Sponsored By Franklin Pride TN At The Park At Harlinsdale Farm On June 7, 2025

Sponsors: Milissa Reiersen, Lisa Clayton, Monique McCullough

20. Consideration Of Ordinance 2025-01, An Ordinance To Adopt Rules And Regulations Regarding The Treatment Of Unsafe And/Or Unsanitary Structures

Sponsors: Alderman Beverly Burger, Bill Squires

21. Consideration Of Resolution 2024-04, A Resolution To Assign Permanent Naming Rights Of The Capital Project Known As The Southeast Municipal Complex In Honor Of Pearl Bransford, In Accordance With Ordinance 2024-37, Acknowledging Individuals Who Have Made Substantial Contributions To Benefit The City Or Local Community

Sponsors: Lisa Clayton, Heather Eusebio

OTHER BUSINESS

ADJOURN

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



File #: 21-01333

DATE: January 15, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator

SUBJECT:

*Consideration Of Resolution 2024-110, A Resolution To Affirm Compliance With Federal Title VI Regulations

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2023-83, A Resolution to affirm compliance with Federal Title VI regulations for the City of Franklin, TN.

BACKGROUND/STAFF COMMENTS:

Title VI of the 1964 Civil Rights Act states that, "No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

If the City of Franklin is non-compliant with Title VI regulations, this could prohibit federal funding for City projects. Currently, the Risk Manager is the Title VI Coordinator and must periodically complete Title VI self-surveys that either the Department of the Military or the Department of Justice send to the City of Franklin. Through these self-surveys, we prove that we are compliant with Title VI regulations. This allows the City of Franklin to receive federal grant money. Some examples of compliance are, putting Title VI language in all our bid documents and contracts, Title VI training for new employees, having a LEP (Limited English Person) policy in place in case one of our customers or citizens doesn't speak English, and putting Title VI language on our applications, etc.

FINANCIAL IMPACT:

As stated above, non-compliance with Title VI could inhibit the City's ability to use federal funding for city projects and programs.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-110.

RESOLUTION 2024-110

A RESOLUTION TO AFFIRM COMPLIANCE WITH FEDERAL TITLE VI REGULATIONS

WHEREAS, both Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 provide that no person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance; and

WHEREAS, the Tennessee Attorney General opined in Opinion No. 92.47 that state and local governments are required to comply with Title VI of the Civil Rights Act in administering federally funded programs; and

WHEREAS, the City of Franklin receives federal funds for various projects through several state agencies such as the Tennessee Department of Transportation (TDOT) the Tennessee Department of Environment and Conservation (TDEC) and others, as well as some federal agencies directly; and

WHEREAS, by virtue receiving the federal funds through the state agencies, the Board of Mayor and Aldermen need to confirm that the City is in compliance with the regulations of Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987.

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

SECTION 1. The Board of Mayor and Aldermen of the City of Franklin declares that the City is in compliance with the federal Title VI regulations.

SECTION 2. Any state agency providing pass through federal funds to the City, or any federal agency providing funds directly to the City may from time to time monitor the City's compliance with federal Title VI regulations.

SECTION 3. This Resolution shall take effect upon adoption, the public welfare requiring it.

IT IS SO RESOLVED THIS _____ day of January 2025.

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



City of Franklin

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

File #: 21-0353

DATE: January 15, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

*Consideration Of Ordinance 2024-47, An Ordinance To Amend Title 18, Chapter 1, Section 18-110 And Title 18, Chapter 2, Sections 18-204 And 18-209 To Add Reference To The Design Criteria For Water Infrastructure And Design Criteria For Wastewater Infrastructure For Design Of Water, Sewer, And Reclaimed Infrastructure, And Additional Availability

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the addition of design criteria reference to the City's Municipal Code.

BACKGROUND/STAFF COMMENTS:

The Tennessee Department of Environment and Conservation (TDEC) would like the City to add design criteria that requires new development adhere to the minimum standards as required by the State of Tennessee for design of water and sewer infrastructure. Water Management staff used the Tennessee design criteria as a minimum, and in conjunction with the existing technical specifications, created a design criteria for the City that meets the standards by which public infrastructure should be designed.

This Ordinance will adopt that design criteria into Chapter 18 of the City's Municipal Code and will require development projects to adhere to these standards on all publicly accepted infrastructure. Acceptance of these design criteria's will also allow the Water Management Department to continue the standard of delegated authority, allowing key engineers in the Water Management Department to approve plans rather than requiring State of Tennessee approval.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2024-47.

ORDINANCE 2024-47

**AN ORDINANCE AMEND TITLE 18, CHAPTER 1, SECTION 18-110 AND
TITLE 18, CHAPTER 2, SECTIONS 18-204 AND 18-209 TO ADD REFERENCE
TO THE DESIGN CRITERIA FOR WATER INFRASTRUCTURE AND DESIGN
CRITERIA FOR WASTEWATER INFRASTRUCTURE FOR DESIGN OF
WATER, SEWER, AND RECLAIMED INFRASTRUCTURE, AND ADDITIONAL
AVAILABILITY**

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 adopt the use of the "General Requirements and Technical Specifications, Water Management Department, City of Franklin, Tennessee", into Title 18, Chapter 1, Section 18-110, Chapter 2, Section 18-209, and Chapter 4, Section 18-411, to provide uniform engineering and technical standards for water, sanitary sewer, and reclaimed water main line design and construction projects respectively within the City; and

WHEREAS, the City of Franklin Water Management Department has created design criteria to govern the design of water, sewer, and reclaimed infrastructure that will be added to the public infrastructure maintained by the City of Franklin; and

WHEREAS, the Tennessee Department of Environment and Conservation requires that additional design criteria be added to a Board approved document outlining the design requirements for water, sewer, and reclaimed infrastructure design; and

WHEREAS, adding text allowing for the City Administrator to appoint a designee to provide immediate letter of denial of sewer availability to residents when the property poses an unacceptable risk to public health, safety, and welfare will streamline availabilities when emergencies arise; and

WHEREAS, the Board of Mayor and Aldermen find that 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. The first paragraph of Franklin Municipal Code Section 18-110 shall be deleted in its entirety and replaced with the following:

All persons who undertake the design and construction of water lines located in, or affecting water service provided by the City of Franklin shall be designed according to the Design Criteria for Water Infrastructure and construction shall comply with the requirements and regulations set forth in the "General Requirements and Technical Specifications, Water Management Department, City of Franklin, Tennessee," latest edition, along with any amendments, additions, or alteration that may thereafter be adopted by the board of mayor and aldermen by resolution, copies of which may be purchased in the office of the city recorder.

SECTION II. Franklin Municipal Code Section 18-204 (5)(b) shall be deleted in its entirety and replaced with the following:

(5) Exceptions:

- (b) Immediately, but no instance more than ten days, in the opinion of the city administrator or his approved designee, conditions on the property pose an unacceptable risk to the public health, safety and welfare.

SECTION III. Franklin Municipal Code Section 18-209(1) shall be deleted in its entirety and replaced with the following:

- (1) All persons who undertake the design 2024-47
- (2) and construction of sewer lines located in or affecting sanitary sewer service provided by the City of Franklin shall be designed according to the Design Criteria for Wastewater Infrastructure and construction shall comply with the requirements and regulations set forth in the "General Requirements and Technical Specifications, Water Management Department, City, Tennessee," latest edition, along with any amendments, additions, or alterations that may hereafter be adopted by the board of mayor and aldermen by resolution, or the latest edition thereof or amendment thereto, copies of which may be purchased in the office of the city recorder. The final design and physical location of public sanitary sewer system infrastructure required to be installed by developers and become an asset of the city, shall be approved by the City of Franklin Water Management Department Director, or their designee.

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

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

PASSED FIRST READING

PASSED SECOND READING:

ORDINANCE 2024-47

AN ORDINANCE TO ADD REFERENCE TO THE DESIGN CRITERIA FOR WATER INFRASTRUCTURE AND DESIGN CRITERIA FOR WASTEWATER INFRASTRUCTURE FOR DESIGN OF WATER, SEWER, AND RECLAIMED INFRASTRUCTURE, AND ADDITIONAL AVAILABILITY CHANGES AS ADOPTED BY REFERENCE IN TITEL 18 OF THE FRANKLIN MUNICIPAL CODE.

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 adopt the use of the "General Requirements and Technical Specifications, Water Management Department, City of Franklin, Tennessee", into Title 18, Chapter 1, Section 18-110, Chapter 2, Section 18-209, and Chapter 4, Section 18-411, to provide uniform engineering and technical standards for water, sanitary sewer, and reclaimed water main line design and construction projects respectively within the City; and

WHEREAS, the City of Franklin Water Management Department has created design criteria to govern the design of water, sewer, and reclaimed infrastructure that will be added to the public infrastructure maintained by the City of Franklin; and

WHEREAS, the Tennessee Department of Environment and Conservation requires hat additional design criteria be added to a Board approved document outlining the design requirements for water, sewer, and reclaimed infrastructure design; and

WHEREAS, adding text allowing for the City Administrator to appoint a designee to provide immediate letter of denial of sewer availability to residents when the property poses an unacceptable risk to public health, safety, and welfare will streamline availabilities when emergencies arise; and

WHEREAS, the Board of Mayor and Aldermen find that 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: MUNICIPAL CODE SECTION 18-110. CONSTRUCTION OF WATER LINES

All persons who undertake the **design and** construction of water lines located in, or affecting water service provided by the City of Franklin shall **be designed according to the Design Criteria for Water Infrastructure and construction shall** comply with the requirements and regulations set forth in the "General Requirements and Technical Specifications, Water Management Department, City of Franklin, Tennessee," latest edition, along with any amendments, additions, or alteration that may thereafter be adopted by the board of mayor and aldermen by resolution, copies of which may be purchased in the office of the city recorder.

Upon completion of the construction of any such water line, and upon approval by the city, such water lines and mains shall become the property of the city. The persons paying the cost of constructing such lines and mains shall execute all written instruments required by the city that are necessary to

provide evidence of the city's ownership of such lines and mains. In consideration of such lines and mains being transferred to the city, the city shall incorporate said mains as an integral part of the city's water system and shall furnish water therefrom in accordance with this chapter.

When for cause shown, the board of mayor and aldermen determines that it is in the best interest of the water system and the general public to extend water service, without requiring strict compliance with this section, and/or the requirements of the standard water and sewer specifications, such extension may be constructed upon such terms and conditions as shall be approved by a majority of the members of the board of mayor and aldermen.

The authority to extend water service is permissive only, and nothing contained herein shall be construed as requiring the city to provide water service to any person or entity.

(Ord. No. 2018-26, § I, 6-26-2018)

SECTION II: MUNICIPAL CODE SECTION 18-204. USE OF PUBLIC SEWER AND SPETIC SYSTEMS WHERE PUBLIC SEWERS ARE PROVIDED

(5) Exceptions:

- (a) Immediately, but no instance more than ten days if the owner's private sewage disposal system no longer complies with the Williamson County Board of Health regulations or with Tennessee Code Annotated, §§ 68-221-401 et seq.; or
- (b) Immediately, but no instance more than ten days, in the opinion of the city administrator or **his approved designee**, conditions on the property pose an unacceptable risk to the public health, safety and welfare.

(Ord. No. 2020-32, 2-9-2021)

SECTION III. MUNICIPAL CODE SECTION 18-209. CONSTRUCTION OF SEWER LINES

- (1) All persons who undertake the **design and** construction of sewer lines located in or affecting sanitary sewer service provided by the City of Franklin shall **be designed according to the Design Criteria for Wastewater Infrastructure and construction shall** comply with the requirements and regulations set forth in the "General Requirements and Technical Specifications, Water Management Department, City, Tennessee," latest edition, along with any amendments, additions, or alterations that may hereafter be adopted by the board of mayor and aldermen by resolution, or the latest edition thereof or amendment thereto, copies of which may be purchased in the office of the city recorder. The final design and physical location of public sanitary sewer system infrastructure required to be installed by developers and become an asset of the city, shall be approved by the City of Franklin Water Management Department Director, or their designee.
- (2) Upon completion of the construction of any such sewer line and upon approval acceptance by the city, such sewer lines and mains shall become the property of the city. The persons paying the cost of constructing such lines and the mains shall execute all written instruments required by the city necessary to provide evidence of the city's ownership of such lines and mains. In consideration of such lines and mains being transferred to the city, the city shall incorporate said mains as an integral part of the city's sewer system and shall furnish sewer service therefrom in accordance with this chapter.

- (3) When for cause shown, the board determines that it is to the best interest of the collection system and the general public to extend sewer service without requiring strict compliance with this section, such extension may be constructed upon such terms and conditions as shall be approved by the board.
- (4) The authority to extend service is permissive only and nothing contained herein shall be construed as requiring the city to provide sewer service to any person or persons.

(Ord. No. 2020-32, 2-9-2021; Ord. No. 2021-02, § III, 4-13-2021)

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

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

PASSED FIRST READING

PASSED SECOND READING:



File #: 21-0473

DATE: January 15, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Tom Marsh, Building and Neighborhood Services Director
Alex Brown, Asst. Director of BNS
Shanna McCoy, Zoning Administrator

SUBJECT:

*Consideration Of Resolution 2024-84, A Resolution To Approve The Use Of Paid Parking At 127 2nd Ave North And Choosing Option Three As Proposed
WS 7/9/24; 11/12/24; 11/26/24
BOMA 1/14/25, 7-0 postpone to 1/28/25

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a request for paid parking at 127 2nd Ave N.

BACKGROUND/STAFF COMMENTS:

Per Section 10.1.24.C of the City of Franklin Zoning Ordinance, "Required parking spaces shall be free and accessible to the public, unless otherwise determined by the BOMA." This requirement became effective on December 30, 2019, and there were existing paid lots established before that date that have nonconforming status and are allowed to continue operating.

The owner of 127 2nd Ave N, has requested approval of paid parking. There are currently 2 businesses on the site that require a minimum of 19 spaces. There are a total of 54 spaces on the site. There is an excess of 35 parking spaces on this site. Per the Zoning Ordinance, staff is able to approve use of the 35 excess spaces for paid parking, but the owner and applicant propose to designate all spaces as paid parking and utilize their validation process and vehicle permitting system to enable employees and guests of the two businesses to receive free parking. Anyone parking in the lot would have access to all spaces for a fee, including the 19 spaces required by the Zoning Ordinance for business(es).

During the previous work-session discussions on 11/12/24 and 11/26/24, staff provided three recommended options for the BOMA to consider. The Board of Mayor and Aldermen comments provided consensus to staff that option three is the preferred option. Option three allows paid parking with free parking for patrons.

FINANCIAL IMPACT:

There is no financial impact to the City of Franklin.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve option three for the request to approve paid parking at 127 2nd Ave N.

RESOLUTION 2024-84

A RESOLUTION TO APPROVE THE USE OF PAID PARKING FOR THE PROPERTY LOCATED AT 127 2ND AVENUE NORTH AND CHOOSING OPTION THREE AS PROPOSED

WHEREAS, on December 10, 2019, the Board of Mayor and Aldermen (BOMA) adopted Ordinance 2019-37, An Ordinance To Adopt A New Zoning Ordinance And Map Of The City Of Franklin, Tennessee; and

WHEREAS, the City of Franklin Zoning Ordinance, Section 10.1.6, sets forth minimum parking standards for defined uses; and

WHEREAS, the City of Franklin Zoning Ordinance, Section 10.1.24.C calls for required parking spaces to be free and accessible to the public, unless otherwise determined by the BOMA; and

WHEREAS, the owner of the property located at 127 2nd Avenue North has requested to demarcate all spaces on the property as paid parking; and

WHEREAS, current uses of the property require 19 parking spaces per Section 10.1.6 of the Zoning Ordinance, and there are a total of 35 parking spaces in excess of this required minimum;

WHEREAS, City staff proposes consideration of the following options to respond to the paid parking request:

- Option 1 — Deny the request for paid parking.
- Option 2 — Approve paid parking only after business hours of businesses in operation at this site.
- Option 3 — Approve paid parking with free parking for patrons.

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

Section I. That the Board of Mayor and Aldermen selects Option 3 as the approved manner of paid parking for 127 2nd Ave N.

- 1) With a change of use to the property, this approval shall become null and void. Any request for paid parking at the time of a change of use shall require a new approval.
- 2) A Certificate of Appropriateness from the Historic Zoning Commission for signage is required.

Section II. This Resolution shall take effect upon adoption, the public welfare 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



City of Franklin

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

File #: 21-0468

DATE: January 15, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Tom Marsh, Building and Neighborhood Services Director
Shanna McCoy, Zoning Administrator
Alex Brown, Asst. Director of BNS

SUBJECT:

*Consideration Of Resolution 2024-85, A Resolution To Approve The Use Of Paid Parking For The Properties Located At 94-98 East Main Street, Franklin, TN, And Choosing Option Three As Proposed
WS 7/9/24; 11/12/24; 11/26/24
BOMA 1/14/25, 7-0 postpone to 1/28/25

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a request for paid parking at 94-98 E. Main Street.

BACKGROUND/STAFF COMMENTS:

Per Section 10.1.24.C of the City of Franklin Zoning Ordinance, "Required parking spaces shall be free and accessible to the public, unless otherwise determined by the BOMA." This requirement became effective on December 30, 2019, and there were existing paid lots established before that date that have nonconforming status and are allowed to continue operating.

The property owner of 94-98 E. Main Street and 103 1st Ave N requests approval of new paid parking in these locations. The property has also been known as "The Boathouse". The building is vacant now, but based on the square footage of the building and restaurant use of the site, the minimum parking required is 93 spaces. There are currently only 45 parking spaces available on the two properties combined. The minimum parking requirement is not met with the use of both properties. The parking plan proposed by the applicant would provide a minimum of 60 minutes and a maximum of 90 minutes free parking to patrons of the on site businesses. The length of free parking would vary throughout the day. After the specified amount of time, patrons would then be charged a fee that is lower than the fee paid by the public to park at this location. Customers who are not patronizing the associated business(es) will always be charged a greater-than-market rate.

The owner has expressed their intent to begin using the parking area for paid parking while the building is vacant, but continue the operation of paid parking after the building is again occupied.

There are spaces along the frontage of 94-98 E. Main Street that are within or partially within state right-of-way, and as such, will not be permitted for use as paid parking.

During the previous work-session discussions on 11/12/24 and 11/26/24, staff provided three

recommended options for the BOMA to consider. The Board of Mayor and Aldermen comments provided consensus to staff that option three is the preferred option. Option three would approve paid parking in the existing 41 spaces on site, with free parking for patrons.

FINANCIAL IMPACT:

There is no financial impact to the City of Franklin.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen to approve option three for paid parking at 94-98 E. Main Street.

RESOLUTION 2024-85

A RESOLUTION TO APPROVE THE USE OF PAID PARKING FOR THE PROPERTIES LOCATED AT 94-98 EAST MAIN STREET, FRANKLIN, TN, AND CHOOSING OPTION THREE AS PROPOSED

WHEREAS, on December 10, 2019, the Board of Mayor and Aldermen (BOMA) adopted Ordinance 2019-37, An Ordinance To Adopt A New Zoning Ordinance And Map Of The City Of Franklin, Tennessee; and

WHEREAS, the City Of Franklin Zoning Ordinance, Section 10.1.6, sets forth minimum parking standards for defined uses; and

WHEREAS, the City Of Franklin Zoning Ordinance, Section 10.1.24.C calls for required parking spaces to be free and accessible to the public, unless otherwise determined by the BOMA; and

WHEREAS, the owner of the properties located at 94-98 E. Main Street has requested to demarcate and operate all spaces on the property as paid parking; and

WHEREAS, there are 41 existing spaces on site and 4 spaces located in the State Right-of-Way adjacent to the property; and

WHEREAS, spaces in the State Right-of-Way cannot be utilized as paid parking by a private entity; and

WHEREAS, proposed uses of the property require 93 parking spaces per Section 10.1.6 of the Zoning Ordinance and there is a total deficit of 48 parking spaces from the required minimum; and

WHEREAS, City staff proposes the following options to respond to the paid parking request:

- Option 1— Deny the request for paid parking.
- Option 2 — Approve paid parking, in the existing 41 spaces on site, only after business hours of businesses in operation at this site.
- Option 3 — Approve paid parking, in the existing 41 spaces on site, with free parking for patrons.

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

Section 1. That the Board of Mayor and Aldermen select Option 3 as the approved manner of parking for 94-98 E. Main Street with the following conditions:

- 1) This approval shall become null and void with any change of use of the property and a new approval shall be required for paid parking requests following the change of use
- 2) A Certificate of Appropriateness from the Historic Zoning Commission for signage is required.

Section II. This Resolution shall take effect upon adoption, the public welfare 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



City of Franklin

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

File #: 21-01371

DATE: December 13, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Glenn Johnson, Fire Chief

SUBJECT:

*Consideration Of COF Contract No. 2024-0340, With MGT Impact Solutions, LLC For Implementation Of Ready Rebound's Health And Wellness Solutions For First Responders

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the implementation of a personalized health assessment service for Franklin Fire personnel.

BACKGROUND/STAFF COMMENTS:

The Franklin Fire Department recognizes the importance of providing a personalized health assessment of each member of the fire department to mitigate the risk of injury, satisfy the requirements of a PIP for FPAT testing, and help facilitate the recovery portion of any on-the-job injuries.

FINANCIAL IMPACT:

The cost of this service is \$73,974.60 and is included in the current approved budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2024-0340.



File #: 21-073

DATE: January 15, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works

SUBJECT:

*Consideration Of Amendment 1 To COF Contract No. 2021-0001, A Professional Services Agreement With UES, Formerly GeoTek Engineering Company, To Provide For Geotechnical Services For The New City Hall Building In The Amount Of \$25,000

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. 2021-0001 with UES (formerly GeoTek) for geotechnical services for the new City Hall Building.

BACKGROUND/STAFF COMMENTS:

Amendment 1 to COF Contract No. 2021-0001 provides for the drilling of four additional borings around the existing City Hall. These borings will be used to evaluate seepage characteristics at different depths on the site and to calculate the hydraulic conductivity in order to further understand groundwater properties in support of the final design work.

FINANCIAL IMPACT:

The cost to provide these services is a not to exceed amount of \$25,000 and will be funded through the City Hall project budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2021-0001.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

COF Contract No. 2021-0001

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and Universal Engineering Solutions 19, LLC, (“UES” or “Consultant”) as of this 16 day of January, 2025.

RECITALS:

WHEREAS, the City and Geotek Engineering Company, Inc. (“GeoTek”) entered into an agreement (COF Contract No. 2021-0001) dated February 9, 2021 (the “Agreement”); and

WHEREAS, the purpose of the Agreement was to provide geotechnical services for the City’s new City Hall building; and

WHEREAS, after the Agreement was executed, UES subsequently acquired GeoTek and GeoTek is now known as UES; and

WHEREAS, UES desires to assume all rights and responsibilities of GeoTek under the Agreement; and

WHEREAS, the parties desire to amend Agreement to change the Consultant from GeoTek to UES, extend the term, and add to the Scope of Work; and

WHEREAS, the City and UES desire to amend the Agreement as set forth herein.

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

1. The Agreement is hereby amended and restated as follows:
2. The Agreement shall be amended to replace Geotek Engineering Company, Inc. with Universal Engineering Solutions 19, LLC as Consultant. Any and all references to Geotek Engineering Company, Inc. shall be amended and replaced with Universal Engineering Solutions 19, LLC.
3. Consultant’s Responsibilities and Duties. The Consultant agrees to perform the work as proposed in Attachment A, which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
4. City’s Responsibilities and Duties. The City shall pay the Consultant for the cost of the additional work as described in Attachment A in the Lump Sum amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000).
5. Waiver. Neither party’s failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
6. 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.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____
Angie Skarp, City Recorder

Date: _____

APPROVED AS TO FORM BY:

J. Blake Harper, Staff Attorney

CONSULTANT:

UNIVERSAL ENGINEERING SOLUTIONS 19, LLC:

By: _____

Print Name and Title: Dennis Hucka - President

Date: 1-16-25

We will obtain raw permeability test values at the specific well locations and for the specific depth intervals tested. Converting these values to appropriate "global" permeability rates for a rising groundwater table around (and below) the entire building requires judgment primarily because of the uncertainties associated with the highly variable subsurface conditions at this site.

Our cost to provide the above-described services is \$25,000.

Please confirm your acceptance of this proposal by returning a signed copy of the attached proposal agreement. Meanwhile, should you have any questions, feel free to contact us.

Sincerely,

Universal Professional Solutions 19, LLC,



John Rami Mishu, P.E., P.G.
Senior Geotechnical Consultant



Jerry W. Gammon, P.E.
Vice President / Nashville Area Manager



File #: 21-01371

DATE: December 13, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Kelly Dannenfelser, Asst. Director of Planning

SUBJECT:

Consideration Of Amendment 7 To COF Contract No. 2020-0041, With OHM/Studio 8 Design For New City Hall Phase 4 Services During Construction In The Amount Of \$2,570,000

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 7 To COF Contract No. 2020-0041 with OHM/Studio 8 Design for New City Hall Phase 4 Services during construction in the amount of \$2,570,000.

BACKGROUND/STAFF COMMENTS:

The City and Consultant entered into a professional services agreement for the design of the new City Hall in October 2020 and established a phased approach to deliver the City Hall project. Amendment 7 allows for the design team to proceed with Phase 4 of the project which provides for construction administration and project close-out services. In general, these services include the following:

- evaluation of the work,
- review and certification of payments due to the Construction Manager at Risk (CMaR),
- review of submittal schedule, requests for information (RFIs), shop drawings, product data, samples and other submittals, and
- project completion services.

FINANCIAL IMPACT:

The financial impact of Amendment 7 is a not to exceed amount of \$2,570,000.00. This amendment will be included in the City Hall project budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 7 to COF Contract No. 2020-0041.

**AMENDMENT NO. 7 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY
AND OHM/STUDIO 8 DESIGN OF NEW CITY HALL FACILITY**

COF Contract No. 2020-0041

THIS SEVENTH AMENDMENT is made and entered into on this ____ day of _____, 2025, by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and OHM / Studio 8 Design (“Consultant”).

WITNESSETH:

WHEREAS, the City and Consultant entered into an Professional Services Agreement entitled Design of New City Hall Facility – Phase 1, dated 27th day of October, 2020 (the “Agreement”). The adopted master plan identified programmed space needs for a 115,000-square-foot building with a subgrade parking level with approximately two hundred 200 spaces; and

WHEREAS, the City and the Consultant entered into Amendment No. 1 to the Agreement (“First Amendment”), dated October 13th, 2021; and

WHEREAS, the City and the Consultant entered into Amendment No. 2 to the Agreement (“Second Amendment”), dated April 13th, 2022; and

WHEREAS, the City and the Consultant entered into Amendment No. 3 to the Agreement (“Third Amendment”), dated January 12th, 2023; and

WHEREAS, the City and the Consultant entered into Amendment No. 4 to the Agreement (“Fourth Amendment”), dated October 13th, 2023; and

WHEREAS, the City and the Consultant entered into Amendment No. 5 to the Agreement (“Fifth Amendment”), dated April 30th, 2024; and

WHEREAS, the City and the Consultant entered into Amendment No. 6 to the Agreement (“Sixth Amendment”), dated December 2nd, 2024; and

WHEREAS, the parties once again desire to amend the Agreement through this Seventh Amendment (“Seventh Amendment”) to account for Professional Design Services for Phase 4 (Services During Construction), in the amount of TWO MILLION FIVE HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS (\$2,570,000.00); and

WHEREAS, the City has reviewed the revised terms under the new Phase IV Scope of Work and desires to amend the Agreement for the Project as proposed in the Scope of Work Letters attached hereto.

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

1. The forgoing recitals are incorporated by reference as if fully state herein.
2. Completion Schedule; Fee Schedule. The Completion Schedule and Fee Schedule attached to this Amendment as “Appendix A” are incorporated herein by this reference.
3. Waiver. Neither party’s failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of

a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

4. 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.

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

6. 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.

7. 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.

8. 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.

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

10. All other provisions of the Agreement, dated October 27, 2020, as amended, are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____

Angie Skarp, City Recorder

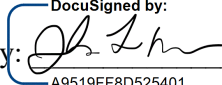
Date: _____

APPROVED AS TO FORM BY:

J. Blake Harper, Staff Attorney

CONSULTANT:

OHM / STUDIO 8

DocuSigned by:
By:  _____
A9519FF8D525401...

Print Name: JOHN HARDT

Title: VP Architecture & Planning

Date: 1/8/2025



December 20, 2024

Mr. Christopher Koeper
 STV
 Project Executive, Central Region
 Construction Management Division
 4037 Rural Plains Cir #270
 Franklin, TN 37064

Franklin City Hall – Phase 4

S8D Project No. 2006.01
 OHM Project No. 1068200010

Franklin City Hall – Proposal for Professional Design Services for Phase 4 (Services During Construction)

Dear Mr. Gerth:

Thank you for your continued trust in our design team. We are honored to be given the opportunity to proceed with the next design phase for Franklin City Hall, Phase 4 (Services During Construction). In accordance with your request, please find below our proposal for these services for the new Franklin City Hall project located in Franklin, Tennessee.

I. Proposed Consultant Team

Listed below is the proposed consultant team for Phase 4.

- Architectural Planning and Design -
OHM Advisors (Prime Architect of Record) & Studio Eight Design (Architectural sub-consultant)
- Civil Site Design - *CT Consultants, Inc.*
- Land Planning and Landscape (and Irrigation) Design - *Kiser Vogrin Design (KVD)*
- Fountain Designer – *Fountain People*
- Interior Design – *BRAND Interior Design, LLC*
- Structural Engineering and Design - *Genesis Engineering Group, LLC*
- Mechanical, Electrical, and Plumbing Engineering and Design - *Genesis Engineering Group, LLC*
- Fire Protection / Life Safety Design - *Genesis Engineering Group, LLC*
- Specifications Consultant - *Specs and Details*
- LEED Facilitation, Sustainability and Energy Modeling Consultant -
Optimized Design Solutions & Energy Studio
- MEP Commissioning - *Facility Diagnostics, LLC*
- Fundamental Building Envelope Commissioning – *Working Buildings*
- Integrated Automation / Telecommunications - *Enfinity Engineering*
- Security Design Consultant – *SRMC, llc*
- Architectural Lighting Design - *DHS Lighting Design*
- Acoustical Design - *Newcomb-Boyd*
- Audio Visual and Broadcast Design - *Diversified*
- Experiential Graphic Design / Wayfinding - *McCoy Design*

II. Project Description

At the end of Phase One, City staff recommended a phased approach to the full Masterplan due to the funding available for the City Hall project in the City's ten-year Capital Improvement Project Plan. Phase 4 will include construction administration and project close-out phases.

- The objective of the Owner and its design team is to prepare for Phase 4, Services During Construction for the government facility designed in the previous phases.
- The City of Franklin intends to redevelop the existing City Hall site on the historic Public Square in Downtown Franklin with a finished multi-story City Hall facility, (+/-97,000 SF), inclusive of exterior hardscape/landscape areas and a below grade parking structure with a target number of +/-200 parking spaces. The +/- 97,000 SF includes a test-fitted 97,000 SF building for City Hall operations plus an approximate 4,500 SF of commercial lease shell space.
- A more detailed breakdown of the interior gross square footage per floor is listed below:
 - Sub-grade Parking Garage: 76,100 SF
(inclusive of 1,900 SF for inspector locker rooms and stormwater lab)
 - First Floor: 31,850 SF + 4,500SF of commercial shell space
 - Second Floor: 36,350 SF
 - Third Floor: 26,350 SF
- The construction hard cost established at the end of 50% Design Development is approximately \$71,000,000 - \$80,000,000.
- The project soft cost estimate established at the end of 50% Design Development is \$8,574,000.
- The project includes the design of a streetscape design along both sides of 3rd Avenue, coordination with a future Church Street streetscape project and an approximate 1-acre community park at the Corner of 3rd Avenue and Church Street.
- LEED Silver Certification is no longer part of the project, but LEED Silver equivalency is the sustainability goal for the project.
- The City has chosen to proceed with the Construction Manager at Risk construction delivery method. The City has hired an Owner's Representative (Owner's Rep), STV Inc., and has contracted with a Construction Manager at Risk (CMaR), Skanska.

III. Scope of Services and Deliverables

The Architect shall provide administration of the Contract between the Owner, and the Construction Manager at Risk (CmaR) as set forth in EJCDC CMAR-525, Agreement between Owner and Construction Manager at Risk.

The Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the CMaR's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and CMaR which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. The Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

The Architect shall advise and consult with the Owner and CMaR during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the

Architect be responsible for the CMaR's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the CMaR or of any other persons or entities performing portions of the Work.

Evaluation of the Work:

The Architect shall visit the site at intervals appropriate to the stage of construction, see *Construction Phase Services - Architecture Deliverables* below for frequency, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the CMaR, and (3) defects and deficiencies observed in the Work.

The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the CMaR, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or CMaR. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and CMaR, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

Unless the Owner, STV and CMaR designate another person to serve as an Initial Decision Maker, the Architect shall render initial decisions on Claims between the Owner and CMaR as provided in the Contract Documents.

Certificates for Payment to the Construction Manager:

The Architect shall review and certify the amounts due the CMaR and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in the *Evaluation of the Work (see above)* and on the data comprising the CMaR's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the CMaR is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the CMaR has used money previously paid on account of the Contract Sum.

The Architect shall maintain a record of the Applications and Certificates for Payment.

Submittals:

The Architect shall review the CMaR's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

The Architect shall review and approve, or take other appropriate action upon, the CMaR's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

If the Contract Documents specifically require the CMaR to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the CMaR's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable

promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

The Architect shall maintain a record of submittals and copies of submittals supplied by the CMaR in accordance with the requirements of the Contract Documents.

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

The Architect shall maintain records relative to changes in the Work.

The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated by the Owner or STV, and the Owner shall compensate the Architect for these services for additional fees in accordance with the executed Professional Services Agreement.

Supplemental Services:

- Exterior envelope commissioning and testing
- Conformed documents
- As-designed documents
- As-constructed record documents
- Value analysis
- On-site project representation

Project Completion:

The Architect shall:

1. conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the CMaR; and
4. issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents

The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the CMaR, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

The Architect shall forward to the Owner the following information received from the CMaR: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the CMaR under the Contract Documents.

Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

Schedule:

A more detailed Completion Schedule is attached as provided by the CMaR. See Appendix A outlining the key steps and deliverables.

Team and Public Meetings:

All meetings listed below will be attended by the Architect and member(s) of the Project Consultant team(s), except for consultant-specific meetings.

Task 4: Phase 4 Kick Off

- One (1) Preconstruction Meeting (Owner, Owner's Rep., CMaR and Design Team)

Task 4A. Construction

- Site Observation and Inspection Visits – see consultant specific tasks.
- CMaR-led virtual OAC Meetings – weekly, one-hour OAC meetings will be led by Skanska. Consultant Team participation will be as defined as described in each team member's deliverables below.

Construction Phase Services:

During Phase 4, Contract Administration, OHM will serve as the main point of contact for Submittals and RFI's and will distribute the provided documents to each consultant responsible for reviewing the work.

Letter, memos, reports, data sheets, checklists, agendas, meeting minutes, schedules, certifications, and other written documentation will be provided in PDF electronic format unless otherwise stated.

Civil Engineering Deliverables:

CT Consultants, Inc.

- Assist the Architect and the City with preparing correspondence in the form of letters, emails, and requests for information regarding plan clarifications, utility coordination, plan changes and extra work.
- Continue coordination of civil engineering design with the Tennessee Department of Transportation (TDOT).
- Continued utility coordination with all the local utility providers. Assist Architect and the City (as needed) to monitor utility coordination between the CMaR and power, telephone, cable, fuel supply utilities to see that potential schedule impacts and field conflicts are avoided.
- Meetings: Attend bi-weekly virtual meetings during the 24-month construction period.
- Site Visits: Attend a pre-construction meeting and a maximum of forty-eight (48) site visits / on-site progress meetings. Any additional site visit(s) required will be billed at a cost of \$1,250.00 / visit.
- Submittals: Assist Architect in reviewing Civil Engineering submittal & RFI responses during the 24-month construction period.
- Review claims for legitimacy and accuracy (related to civil site portions of the Project)
- Review change orders that are prepared by others
- Assist Architect and the City to develop, negotiate and implement contract work changes as required and approved by the Client.
- Assist Architect and the City to address access issues relative to the Work and maintenance of traffic with the Client, their safety forces, local businesses and residents
- Provide periodic site checks to stay apprised of project progress and to address problems.
- Address City concerns about the project for the client within our limit of authority.

- Testing: Testing and material certification services to be performed by others. No testing and/or material certification is included in the civil scope of work.
- Closeout:
 - Assist Architect and the City to develop project punch list for completion of work.
 - Assist Architect and the City with providing clarification with documentation of final quantities, overruns/underruns, etc.
 - Assist Architect and the City with local governing agency closeout documentation, final change orders, forms, updating overall construction costs, final completion documents, etc.
 - Assist Architect and the City with any final settlements and/or claims.
- Exclusions:
 - Surveying Services
 - Attendance at additional meetings beyond what is included above.
 - Review or process contractor submitted pay estimates.
 - Perform testing or certification of materials.
 - Provide full-time on-site presence or daily reports.
 - Provide design services associated with construction related changes and/or additions.
 - Record Drawings

Landscape Architecture Deliverables (Open Space and Streetscape):

Kiser Vogrin Design (KVD)

- Meetings: Attend Bi-Weekly virtual meetings during the 24-month construction period
- Site visits:
 - A maximum of twenty-four (24) site visits, including:
 - Observation and Reporting: three (3) meetings
 - Initial
 - Performance
 - Maintenance
- Submittals: Assist architect in reviewing Landscape Architecture submittal & RFI responses during the 24-month construction period.

Fountain Design:

Fountain People

- Conceptual and Schematic Engineering
- Construction and Bid Documents
- Construction Phase
 - Submittals: Assist architect in reviewing Fountain submittal & RFI responses
 - Meetings – Virtual meetings to review the following:
 - Pre-Construction Meeting
 - Construction Observation and Reporting
 - Start-Up and Adjustment Review

Architecture Deliverables:

OHM /Studio Eight Design

- Meetings: Attending weekly, virtual OAC meetings during the 24-month construction period
- Site Visits: Weekly site visits (140 maximum) during the 24-month construction period for Architecture and Interior Design
- Shop Drawing Reviews:
 - The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- **.1** Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
 - **.2** Two (2) observations and reports for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - **.3** Two (2) observations and reports for any portion of the Work to determine final completion.
- BIM and Digital Data Exhibit:
 - The Architect shall provide BIM and Digital Data Exhibit to the Level of Development (LOD) for the Project as described below:
 - LOD maximum of 300

Interior Design Deliverables:

BRAND Interior Design, LLC

- Attend virtual OAC meetings as necessary.
- Site Visits: see Architectural Deliverables above.
- Finish Selections: Assist with material and/or product re-selections for VE with documentation.
- Submittals: Assist architect in reviewing interiors submittals and RFI's.
- Assist with supplemental drawing and revisions.
- Interior Site Punch & Documentation

Furniture Plans and Selections Deliverables:

- Furniture Site Punch & Documentation

Mechanical, Electrical, Plumbing, Fire Protection and Structural Deliverables:

Genesis Engineering Group, LLC

- Submittals: Assist architect in reviewing MEP and Structural submittal & RFI responses during Contract Administration duration of 24 months.
- Participate in a Pre-construction meeting as required.
- Prepare ASIs related to our discipline as required.
- Meetings: Participate in twenty-four (24) monthly, virtual OAC meetings (maximum). Attendance of specific staff will be at the discretion of the Genesis Project Manager and coordinated with agenda items anticipated to be discussed.
- Provide seasonal testing and training.
- Trend reviews
- Verify O&M training.
- Provide a Final Cx Report
- Site visits to include:
 - Conduct site observations and prepare necessary reports. Site visits are limited to a maximum of twenty (20) mantrips during the 24-month construction period.
- Closeout: Project Closeout is anticipated to include the following:
 - Substantial completion inspection for MEP/FP building systems
 - Review of commissioning reports as necessary

Mechanical, Electrical, and Plumbing (MEP) Commissioning Deliverables:

Facilities Diagnostics, LLC

- Submittals: Assist architect in reviewing Commissioning submittal & RFI responses during Contract Administration duration of 24 months.

- Initiate and participate in a Commissioning Kick-off meeting.
- Provide start-up documentation review.
- Meetings: Participate in twenty-four (24) monthly, virtual OAC meetings
- Provide seasonal testing and training.
- Trend reviews
- Verify O&M training.
- Provide a Final Cx Report
- Site visits to include:
 - Prefunctional Inspections – twelve (12) visits, bi-monthly during 6 months of construction
 - Conduct FPT inspections – six (6) visits.

Fundamental Building Envelope Deliverables:

Working Buildings, LLC

- Participation in a comprehensive commissioning kick-off meeting, on-site, with the Construction Team, to discuss the BECx scope, plan, and schedule.
- Preparation of the final building enclosure Commissioning Plan for construction, with coordination and activities for review by the project team, and update of the commissioning plan as necessary.
- Submittals: Assist Design Team in reviewing Building Enclosure submittal responses during Contract Administration duration of 24 months. This effort includes a maximum of twenty-five (25) initial submittal reviews and a maximum of nine (9) re-submittal reviews.
- Meetings:
 - Participate in a maximum of twenty-three (23) pre-installation meetings for the building enclosure systems, by conference call.
 - Participate in a maximum of thirty-two (32) bi-weekly OAC meetings during the BECx construction period. Eight (8) meetings on-site and twenty-four (24) via conference call.
 - Participate in a one-day (1) review for each of the following on-site mock-ups:
 - An integrated exterior enclosure mock-up
 - An elastomeric roofing installation mock-up
- Site Visits:
 - Perform a maximum of eight (8) dedicated BECx site visits to observe the installation of the building enclosure materials and systems, including preparation and distribution of Field Observation Reports (FOR) for each field observation.
- Witness initial field quality assurance, in-situ testing, performed by an independent third-party testing agency (furnished by others outside of our commissioning contract), for building enclosure materials/systems required by the Contract Documents, including preparation and distribution of FORs for each test, including witnessing the following:
 - A maximum of three (3) days on-site for initial AAMA 503 testing of the installed aluminum entrance and storefront units, based upon the specified quantity and timing of testing of the aluminum window units.
 - A maximum of three (3) days on-site for initial AAMA 502 testing of the installed aluminum operable window units. This anticipates testing of the (10) individual units (approximately 5% of the total window unit count) over the total extent of the building enclosure.
 - A maximum of one (1) day on-site for initial ELD testing of the below-grade fluid-applied waterproofing for the paved and landscaped areas above the parking level.
- Review of testing reports prepared by independent third-party testing agency(s) for the following building enclosure testing:
 - Exterior Insulation Finish System (EIFS) wall construction
 - Exterior air/water infiltration barrier materials
 - Elastomeric roofing system water infiltration

Acoustical Consulting Deliverables:

Newcomb-Boyd

- Submittals: Assist architect in reviewing Acoustical submittal & RFI responses 24-month construction period.
- Meetings: Attend virtual conference calls as needed. Participate in OAC meetings as required for acoustical agenda items.
- Three (3) site visits during the 24-month construction period. Each site visit will include site visit reports and outstanding punch-list items.

Architectural Lighting Deliverables:

DHS Lighting Design

- Submittals: Assist architect in reviewing Architectural Lighting submittal & RFI responses during Contract Administration duration of 24 months.
- Provide ASI – design updates/revisions and documentation.
- Attend virtual coordination meetings as related to architectural lighting.
- Eight (8) site visits during the 24-month construction period consisting of the following:
 - Contractor coordination – Q&A Pre-Installation (1 visit / 4 hours max.)
 - Field resolutions (4 visits / 2 hours max.)
 - Supervise field aiming of luminaires (1 visit / 4 hours max.)
 - Punch list (1 visit / 4 hours max.)
 - Final walk-through (1 visit / 4 hours max.)

Audio Visual/Broadcast Deliverables:

Diversified

CAD drawing updates are not included. CAD updates will require an additional fee if requested during the 24-month construction period.

- Submittals: Assist architect in reviewing Audio Visual/Broadcast submittal & RFI responses during Contract Administration duration of 24 months.
- One (1) Audio Visual Drawing review and verification
- One (1) Weekly meeting during the 24-month construction phase
- Nine (9) site visits during the 24-month construction phase consisting of the following:
 - AV Infrastructure Check (5 visits)
 - AV Pre-Install Infrastructure Check (1 visit)
 - AV Commissioning Verification (3 visits)

Telecommunications and Integrated Automation Deliverables:

Enfinity Engineering, LLC

- Submittals: Assist architect in reviewing Integrated Automation & Telecommunications submittal & RFI responses during Contract Administration duration of 24 months. Submittal responses within ten (10) business days. RFI responses within seven (7) business days.
- Review of change orders within the technology scope.
- Meetings: OAC meetings (virtual) will be attended on an as-needed basis during the beginning of the construction. Attendance will increase as the structure advances in construction. On-site meetings once a month (12 total) in the last 12-month construction period. Bi-weekly attendance during the final 6 months of construction (combination of virtual and on-site).
- Site visits will be similar to meeting attendance. No site visits until the building frame is constructed. Up to 6 on-site visits during the last 12-months of the construction schedule.

Security Design Deliverables:

SRMC, llc

- Submittals: Assist architect in reviewing Security submittal & RFI responses during Contract Administration duration of 24 months.

- **Bulletins:** Collaborate with other MEP team members to review any changes in the work and provide instructions as needed to make minor adjustments to the original plan.
- **Site Visits:** Regular site visits will be conducted to observe the progress and quality of the construction work based on progress made. A total of 120 hours is included during the 24-month construction period.
- **Construction Meetings:** Attending project meetings with the contractor and other stakeholders is essential to keeping current on project progress, promptly addressing any issues, and ensuring effective communication among all parties involved. Sixty-six (66) meetings are included during the 24-month construction period.
- **Cost Change Reviews:** As necessary, review contractor changes due to design alterations, unforeseen conditions, or owner requests. Formal change orders will be evaluated as needed to see if they are outside the original contracted scope of work and reported back to the architect for direction.
- **Commissioning:** Conduct a commissioning test of the entire system to ensure that all aspects of the project meet the quality and performance requirements outlined in the contract documents.
- **Closeout Documents:** Before formally closing the project, ensure that the contractor(s) submits all necessary documentation, as required by the project specifications, including as-built drawings, warranties, and maintenance manuals.

Experiential Graphic Design / Wayfinding Deliverables:

McCoy Design

- **Submittals:** Assist architect in reviewing Experiential Graphic Design & Wayfinding submittal & RFI responses during Contract Administration duration of 24 months – including fabrication questions, examination of color, material and sign samples
- **Site Visits:** Once all the signage has been installed, a visit to inspect each sign for accuracy and condition will be performed. All findings will be documented based upon the final message schedule and submitted to the Owner and Fabricator. Verification that any corrections required are done in a timely manner.

LEED / Sustainability Deliverables:

Optimized Design Solutions & Energy Studio

- Participate in strategy confirmation meeting involving all appropriate Project Team members to confirm the selected project energy efficiency and environmental goals, will contribute to achieving the desired goals, and confirmation the design team generated deliverables associated with the desired sustainable strategies are appropriate.
- In conjunction with the sustainable strategy progress review meeting with the Project Team confirm the sustainable design strategies for the project are on target to meet the goals being pursued.
- Based on the results and conclusions of the Sustainable Design strategy confirmation meeting, confirm compliance with the final LEED Scorecard and as appropriate, and analysis efforts of the Design Team and Contractor for those strategies targeted for achieving the proposed goals.
- Provide oversight, coordination and consulting services to the Design Team and the Commissioning Agent to ensure that the Fundamental/Envelope Commissioning scope, documentation and process complies with the requirements for the associated LEED credits.
- Provide sustainable design assistance to the Design Team, Contractor and Owner throughout the construction process to confirm strategy intent and expected results for implementing the selected strategies into the final project delivery process. A total effort of 40 hours is assumed, any additional effort will require an associated fee increase at the established hourly rate.

Specifications:

Specs & Details

- Occasional Substitution Request reviews
- Assisting with questions about the Specifications

- Recommending sources (Product Representatives) upon request
- Provide Specification revisions for addendums, ASI's, etc.

IV. Proposed Phase 4 Fees:

Construction phase services are based on a 24-month construction period. If the construction timeline changes, the proposed fees may be modified accordingly. The following proposed fees will be billed monthly based on a percentage complete basis.

Total Proposed Base Fee for Phase 4:	\$	2,470,675
---	-----------	------------------

The following proposed fees for Optional Services will be billed as follows:

Reimbursable expenses	\$	99,325
-----------------------	-----------	---------------

Total Fee with Optional Services for Phase 4:	\$	2,570,000
--	-----------	------------------

The following Site Visit fees have been included in the Base Fee for Phase 4:

- Civil Engineering has included a maximum of forty-eight (48) site visits. Any additional site visits will be billed at \$1,250.00 per visit.
- Architecture and Interior design has included a maximum of one hundred forty (140) site visits. Any additional site visits will be billed at \$1,250.00 per visit.

***The fees are based on an anticipated City Hall square footage of +/- 97,000 square feet with an additional 4,500 square foot commercial shell space. Any substantial increase in the project's scope will result in additional fees. Hourly Rates for the Design Team are included in Appendix B.*

V. Assumptions and Exclusions:

1. It is assumed the CmaR (Skanska) will be scheduling and leading the OAC meetings and the Owner's representative (STV) will attend the designated meetings in this proposal and manage timely responses and direction from the Owner and there will be no significant increase in meetings or redundancy in meetings.
2. CMaR is responsible for scheduling any required third-party special inspection/testing services.
3. Owner, Owner's Representative and CmaR is responsible for coordinating all work affected by and/or affects the Church Street project.
4. Security threat and vulnerability assessment including site risk assessment is excluded.
5. Any significant modifications requested after Owner approval of the 100% Construction Document milestone deliverables may require additional fees. Requests for additional fees will be presented in accordance with the executed Professional Services Agreement.

Franklin City Hall – Phase 4 Scope, Schedule, and Fees (RV-01)
December 20, 2024
Page 13 of 17



We appreciate the opportunity to submit this proposal for your review and consideration. Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Sebach", written over a light gray rectangular background.

Gary Sebach, AIA, LEED AP

Enclosures / Attachments (#): Appendix A: Phase 4 Completion Schedule and Appendix B: Phase 4 Hourly Rates

xc: OHM: File

S8D:: ARK, MKT

Z:\Projects\2006-00_Franklin City Hall\Management\Pre-Design\Proposal\Fee Materials\Phase 3 Fee Materials\2006-01_Pro_24-03-06_Phase 3-FCH Scope Letter_RV-01.Docx

Franklin City Hall – Phase 4 Scope, Schedule, and Fees (RV-01)
December 20, 2024
Page 14 of 17



APPENDICES

Appendix A: Phase 4 Completion Schedule

Appendix B: Phase 4 Consultant Team and Hourly Rates

[illegible][illegible]

Page 43 of 378

Franklin City Hall – Phase 4 Scope, Schedule, and Fees (RV-01)
December 20, 2024
Page 16 of 17



Appendix B: Phase 4 Consultant Team and Hourly Rates

Role	Company Name	Contact Person and role	billing classification	hourly billing rate
Architect of Record	OHM Advisors 209 10th Avenue South Suite #154 Nashville, Tennessee 37203	Gary Sebach (Principal Architect) GarySebach@ohm-advisors.com Steve Zilles (Project Architect) Steve.Zilles@ohm-advisors.com John Hardt (Vice President Architect) John.Hardt@ohm-advisors.com	Principal	\$250
			Project Architect	\$193
			Principal	\$237
			Architect Level I-II	\$110-\$138
Architect / Project Manager	Studio Eight Design 56 Lindsley Avenue Nashville, Tennessee 37210	Anna Ruth Kimbrough (Project Manager) arkimbrough@s8-design.com Matt Taylor (Principal in Charge) mtaylor@s8-design.com	Principal	\$255
			Principal	\$255
			Project Architect	\$200
			Graduate Architect	\$115
Civil Engineer	CT Consultants 2964 Sidco Drive Nashville, Tennessee 37204	James G. Gollas II, P.E. (Civil Engineer) ggollas@ctconsultants.com Hoses Cunningham (Engineer) hoses.cunningham@ctconsultants.com Micah Hord micah.hord@ctconsultants.com Erich Vierkant (ICT) erich.vierkant@ctconsultants.com	Senior PM	\$235
			Engineer/Architect	\$190
			Staff Engineer/Architect II	\$140
			Senior Engineer	\$225
Landscape Architect	KVD Kiser Vogrin Design 5005 Meridian Boulevard, Suite 100 Franklin, Tennessee 37067	Gary M. Vogrin, ASLA (Landscape Architect) garyv@kiser vogrin.com Dwight E. Kiser, ASLA (Landscape Architect) dwight@kiser vogrin.com Katie Rudowsky L.A. katie@kiser vogrin.com	Partner	\$235
			Partner	\$235
			Partner	\$215
			Project Manager Project Staff	\$180 \$135
Interior Design	BRAND Interior Design, LLC	Malee Cherry, RID, IIDA, LEED AP (Interior Design/Logistics and Phasing) malee@brandinteriordesign.com	Principal	\$200
			Senior Interior Designer	\$180
			Interior Designer	\$150
			Junior Interior Designer	\$120
Structural Engineer MEP Engineering Fire Protection / Life Safety	Genesis Engineering 134 4th Avenue North Franklin, Tennessee 37064	Russell Skrabut, PE, SI, LEED AP (Structural Engineer) rskrabut@geneng.net Victoria W. Robertson (Mechanical Engineer) vrobertson@geneng.net Dan Schafran, PE (Electrical Engineer) dtschafran@geneng.net	Principal	\$235
			Associate Principal	\$185
			PM/Senior Engineer/Associate	\$165
			Engineer/Senior Designer	\$135
LEED Consultant	Optimized Design Solutions 311 Caysens Square Lane Franklin, Tennessee 37064 (Energy Studio)	Ken A. Scaiff, AIA, LEED AP kascalf@gmail.com Amanda Bogner abogner@ecodesystudios.com	Principal	\$190
			Principal	\$190
			Principal	\$190
			Principal	\$190
Specifications Consultant	Specs & Details PO Box 281772 Nashville, Tennessee 37228	Lynn Jolley, AIA, CSI, CCS, CCA, SCIP, NOMA ljolley@comcast.net	Principal	\$150
Security Design	SRMC, LLC 102 West Main Street #85 New Albany, OH 43054	Lynda Buel CPP, CFE, CSC, CPTED (SRMC Owner) lyndab@srmlc.com Jim Townzen, PSP (Security Consultant) jmt@srmlc.com	Principal	\$250
			Operations Consultant	\$230
			Technology Consultant	\$230
			Admin./Quality Assurance	\$85

Franklin City Hall – Phase 4 Scope, Schedule, and Fees (RV-01)
December 20, 2024
Page 17 of 17



Role	Company Name	Contact Person and role	billing classification	hourly billing rate
Lighting Design	DHS Lighting Design P.O. Box 23983 Nashville, Tennessee 37202-3983	Danmy Streit danmy.streit@dhsightingdesign.com	Design Director/PM	\$205
		Tashina Fugate	Lighting Design Assistant	\$95
Acoustical Consulting	Newcomb-Boyd 303 Peachtree Center Avenue, NE Suite 525 Atlanta, GA 30303	BWosterjaard@newcomb-boyd.com Gisela@newcomb-boyd.com	Partner / Principal	\$320
			Director	\$300
			Lead Engineer/Designer	\$245
			Senior Specialty Engineers	\$225
			Specialty Engineers	\$175
Integrated Automation Telecommunications	Enfinity Engineering, LLC 214 Centerview Drive, Suite 200 Brentwood, TN 37027 Brentwood, TN 37027 Brentwood, TN 37027	Derek Sands dsands@enfinityeng.com Tyler Elder Tyler Elder Tyler Elder te Elder@enfinityeng.com	Technicians	\$115
			Administrative	\$115
			Principal	\$320
			Associate/Director	\$260
			Senior Engineer / RCDD	\$240
MEP Systems Commissioning	Facility Diagnostics	Nick Ganick nganick@fdllc-cx.com Mike Haney mhaney@fdllc-cx.com mhaney@fdllc-cx.com	Engineer/ RCDD	\$225
			Engineer Intern	\$195
			Designer	\$175
			Admin Support	\$95
			Principal	\$215
Building Envelope Commissioning	Working Buildings	JR Crowell, AIA, NCARB, BECxP, CxA+BE jrcrowell@workingbuildings.com	Projec Manager	\$190
			CxA	\$190
			CxT	\$140
			Admin	\$115
			Project Principal	\$395
AV/Broadcast	Diversified	Mike McIntyre, CTS-D mmcintyre@onediversified.com	Project Manager	\$290
			BE/Cx Authority	\$210
			Admin Support	\$75
Experiential Graphic Design	McCoy Design	Catherine Short cshort@mccoydash.com Laura McCoy laura@mccoydash.com	Engineer	\$180
			Spec Documentation	\$95
			Project Manager	\$185
			Principal / Owner	\$185



File #: 21-046

DATE: January 13, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Katherine Harelson, Development Services Analyst
SUBJECT:
Presentation Of The Development Customer Survey Results

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the results of the Development Customer Survey that was funded and approved in the Fiscal Year (FY) 2025 Budget.

BACKGROUND/STAFF COMMENTS:

During the FY 2025 Budget, the Board of Mayor and Aldermen funded an anonymous customer satisfaction survey for the development community with the goal of assessing satisfaction levels of the City's development services functions. Over the last year, staff worked with the Development Services Advisory Commission to draft and approve survey questions and compiled a list of roughly 400 design professionals and contractors to reach out to for feedback. Staff selected the consulting firm, Thrivence, to develop the survey, collect responses, and present the results to the Development Services Advisory Commission and the Board of Mayor and Aldermen.

Results show an overall positive response to development services functions such as plan review, permitting, and inspections. Participants noted that the City's development process overall was predictable, consistent, and staff met time commitments. Within each function, customer service and communication were rated very high by participants. Clarity in responses was also rated high, but comments showed some potential areas for improvement. Results have been presented internally, and staff will be working with the Development Services Advisory Commission in the coming months to discuss possible areas for improvement.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge this presentation.

City of Franklin

Development Services

User Survey Results

January 2025 – Presentation to BOMA



A G E N D A

- a. Summary of Respondents
- b. Executive Summary & Key Observations
- c. Three Service Areas - Highlights
- d. Department Summary
- e. Recommendations
- f. Q&A

Methodology

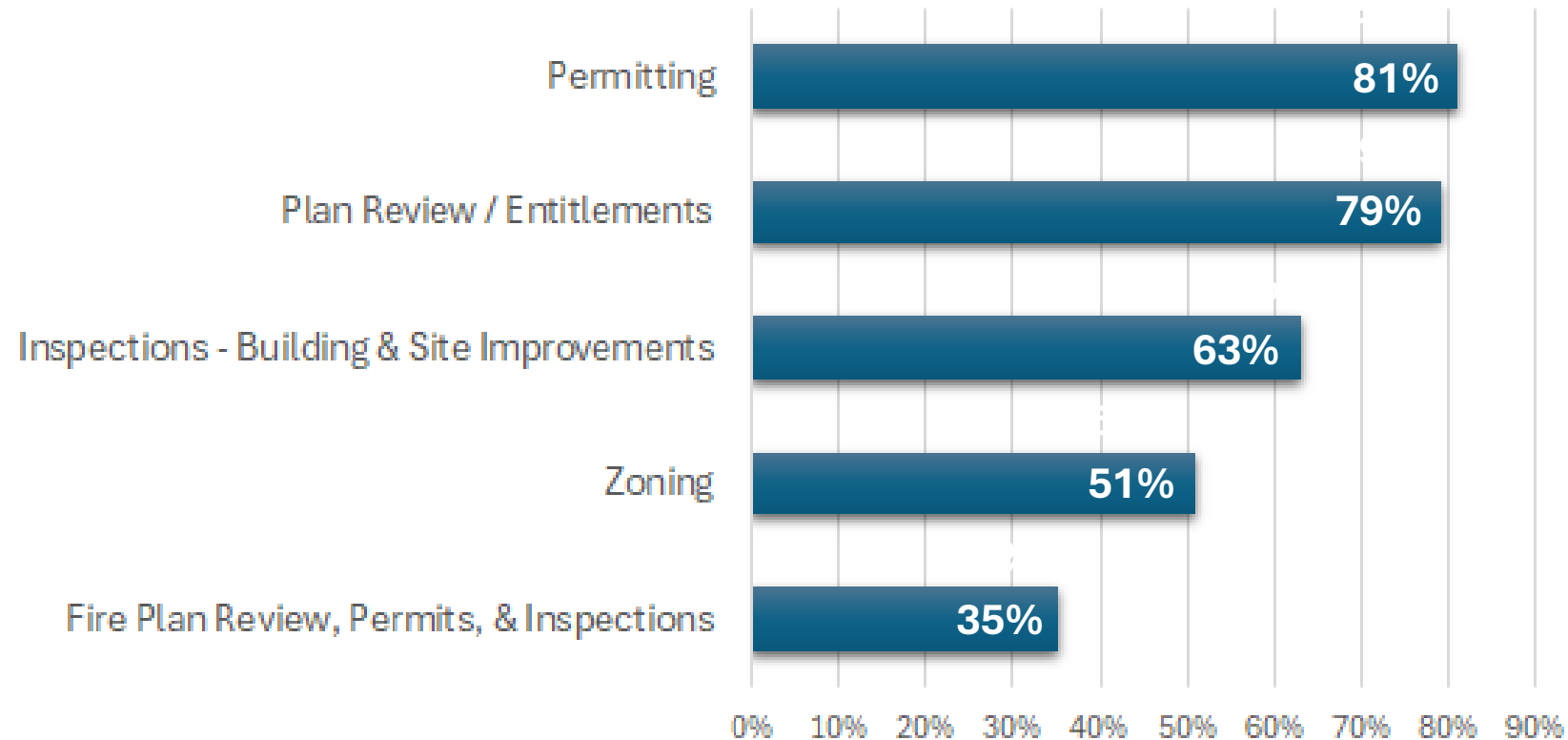
- Online survey conducted June/July 2024
- Invited approximately 400 from the department's database
- Respondents = 66 or 17%



Executive Summary

INTRODUCTION > Which of these functions do you commonly interact with?

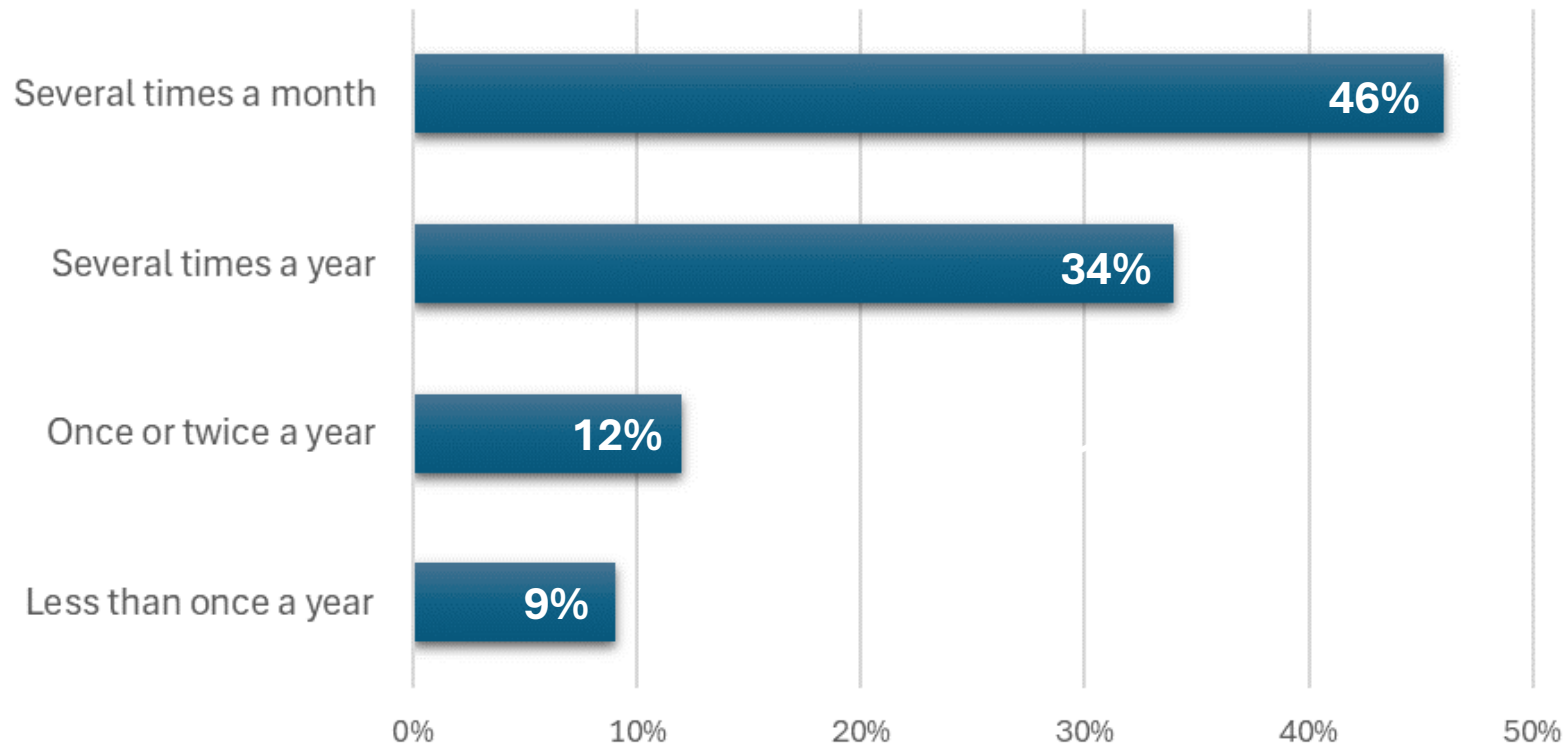
Check all that apply.



8 of 10 users of Development Services interact with Permitting and/or Entitlements.

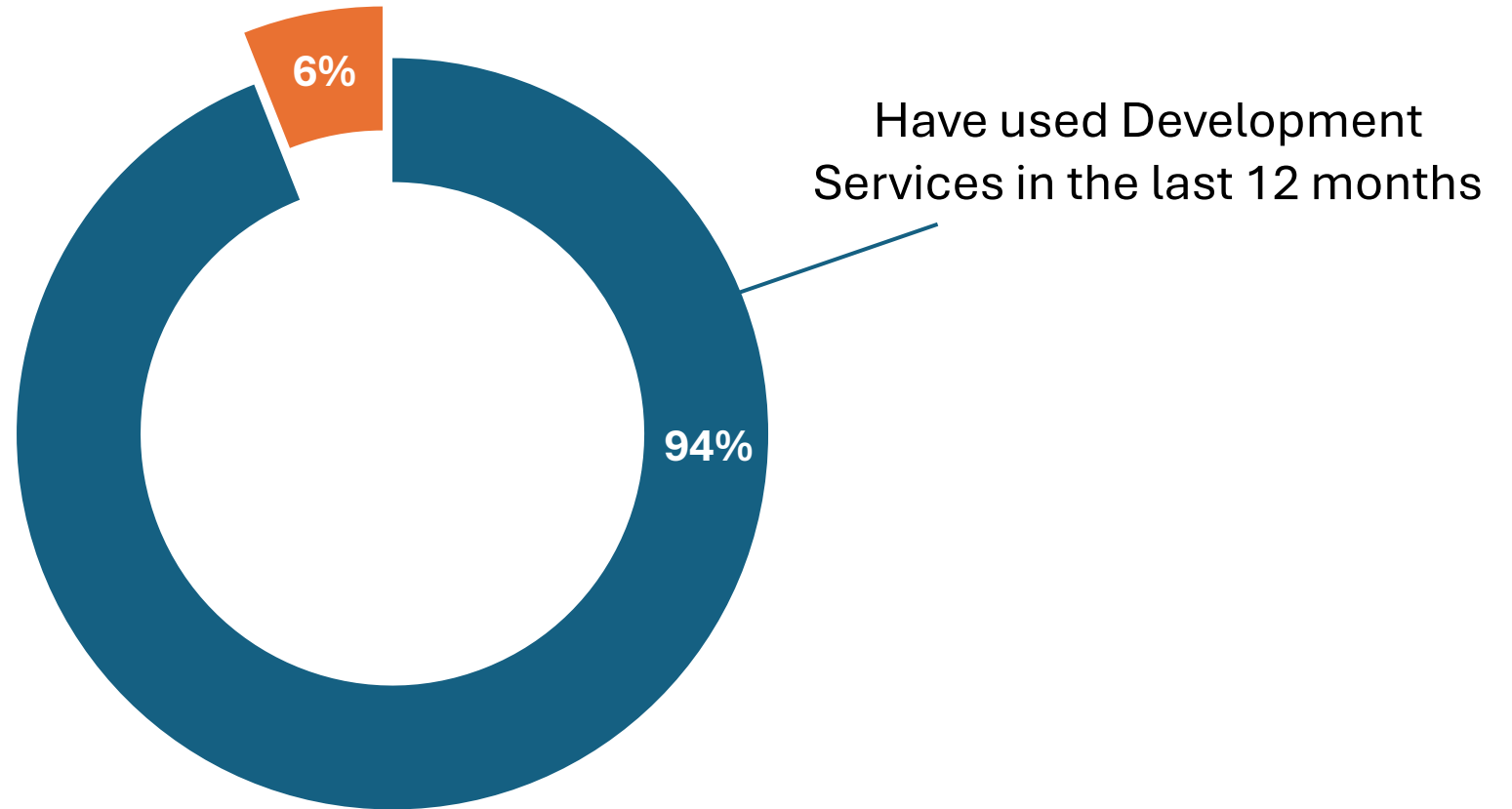
5

INTRODUCTION > **How frequently do you interact with the City of Franklin’s development services process?**



Nearly half of your customers are “super users” – several times a month.

INTRODUCTION > When was your most recent interaction with the City of Franklin?



Nearly all your customers have used your services in the last year.



Key Observations

Key Observations

1. Three Service Areas & Three Functions:

	Customer Service	Comms	Responses
Plan Review & Entitlements	Very High	Very High	Very Low
Permitting	Very High	Very High	Low
Inspections	High	High	Low

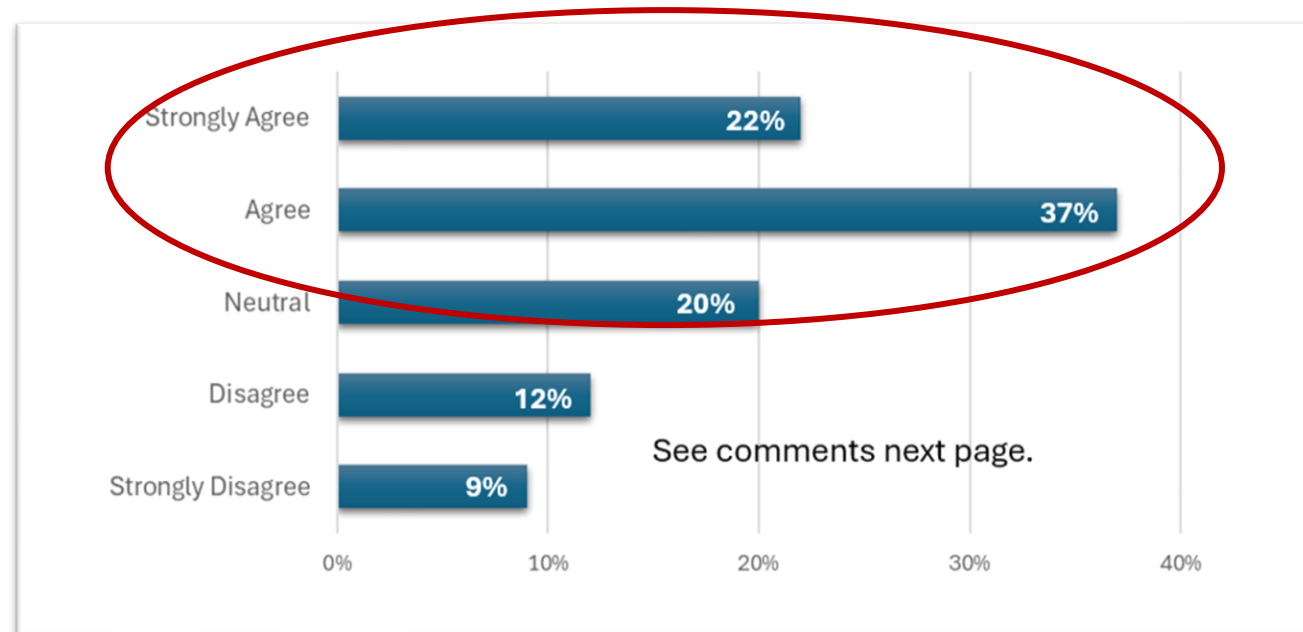
2. There is no significant difference in responses between “super users” and others.

Key Observations *Cont.*

3. There appears to be a **disconnect in expectations**. The primary role of the department is compliance, not problem solving or “fixing things”. Therefore, role clarity is paramount.
4. We discovered one of the root causes of dissatisfaction or low survey scores is the common practice of firms **using junior associates** to conduct these foundational/administrative tasks. Executives depend on these interactions as “training opportunities”.

Key Observations *Cont.*

5. Top-box agreement is somewhat consistent across all topics (mid 50s to mid 70s); similar to most service organizations.



6. There is value in the “complainers”, though not a large sample.



Plan Review and Entitlements

Plan Review & Entitlements

Summary

Cust. Service & Comms	Staff provided good customer service	75% top box
	I understood what information is needed	76% top box
	I understood the associated timeline	59% top box; some confusion
Response	Response comments were clear & consistent	76% *neutral or don't agree
	Future responses focused only on original	65% neutral or don't agree

Permitting

Permitting Summary

Cust. Service & Comms	Staff provided good customer service	84% top box
	I understood what information is needed	76% top box
	I understood the associated project fees	64% top box
Response	Comments clearly based on City codes	53% top box
	Future responses focused only on original	55% neutral or don't agree

Inspections

Inspections Summary

Cust. Service & Comms Response	{	Good job communicating required inspections	84% top box
		They were easy to schedule; timely completion	76% top box
	{	Inspectors were proactive and positive	62% top box
		Inspectors were fair and consistent	64% top box
		Process was well coordinated among depts.	51% neutral or don't agree



Department Summary

Department Summary

Dept.'s services process is predictable	52% top box
City met time commitments with applications	71% top box
The staff provided good customer service	76% top box
City is consistent providing dept. services	52% top box

Recommendations

1. Ensure Customer Service and Communications best practices are embraced across the department (and even shared with other City departments). “Amplify the good.”
2. Read all verbatims and comments; there often are “nuggets” of ideas and perspectives not yet considered.
3. Deconstruct all response processes (all customer touch points). Evaluate each. What are bottlenecks, where is there confusion, delays, etc.? Build a plan to enhance each step.
4. Communicate to constituents: “we heard you” and “here’s what we’re going to do to improve your experience”. Make a public commitment.

Recommendations cont.

5. Clarify roles and responsibilities in the department, then communicate them clearly and frequently to all stakeholders.
6. Focus operationally on consistency and equity of services provided.

Considerations

1. Could the City (or department) offer a revenue-generating service to consult with customers who could benefit from gaining solutions to problems. The group could partner with clients to guide them efficiently and effectively.
2. Could the department incorporate a more “in the moment” feedback mechanism to expedite inquiries and reduce roadblocks. Somewhat of a Help Desk function.

The background image shows a street scene with historic buildings. A semi-transparent banner is overlaid across the middle of the image. The banner has a light blue gradient and contains the word "Questions?" in a large, black, serif font. Below the banner, the street scene is visible, featuring buildings with various signs, including "GR", "TIN COTTAGE", and "Savory & Sp". A street sign for "SOUTH 31" is also visible. The street is lined with trees and streetlights.

Questions?



Gary McClure

gary.mcclure@thrivence.com

615.294.8851



THRIVENCE



File #: 21-01335

DATE: December 4, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Angie Skarp, City Recorder

SUBJECT:

Consideration Of Resolution 2024-71, A Resolution To Rescind Prior Resolutions Adopting Retention Policies And To Adopt A Revised Resolution Providing For The Retention, Maintenance, Preservation, Protection And Scheduled Destruction Of Public Records

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-71, a resolution to rescind prior resolutions adopting retention policies and to adopt a revised resolution providing for the retention, maintenance, preservation, protection and scheduled destruction of public records.

BACKGROUND/STAFF COMMENTS:

The City of Franklin's Record Retention Policy was originally established in 2005 to provide guidelines for the retention, maintenance, preservation, protection, and destruction of public records. While the policy has been updated periodically, additional policies addressing specific aspects of record retention were developed separately and not incorporated into the overall framework. This current revision streamlines the Record Retention Policy by making minor updates to the general guidelines and integrating previously separate, narrowly focused policies. It establishes comprehensive retention guidelines for all record types within the City, ensuring a unified and consistent approach to record management.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-71.

RESOLUTION 2024-71

A RESOLUTION TO RESCIND PRIOR RESOLUTIONS ADOPTING RETENTION POLICIES AND TO ADOPT A REVISED RESOLUTION PROVIDING FOR THE RETENTION, MAINTENANCE, PRESERVATION, PROTECTION AND SCHEDULED DESTRUCTION OF PUBLIC RECORDS

WHEREAS, adopted policies are reviewed periodically for changes in state and federal laws as well as best practices in the industry; and

WHEREAS, on September 13, 2005, the Board of Mayor and Aldermen of the City of Franklin, Tennessee approved a Resolution providing for the retention, maintenance, preservation, protection and scheduled destruction of Public Records, which included the use of the Municipal Technical Advisory Service's (MTAS) records retention policy for public records; and

WHEREAS, on February 26, 2013, the Board of Mayor and Aldermen of the City of Franklin, Tennessee approved Resolution 2013-08, a Resolution to Rescind Resolution 2008-23 and to Adopt a Revised Policy for the Use of Computers, Internet and Email for the City of Franklin, Tennessee; and

WHEREAS, Resolution 2013-08 established the retention of emails as two (2) years from the date the email message was originally received, unless marked for litigation hold; and

WHEREAS, on July 11, 2017, the Board of Mayor and Aldermen of the City of Franklin, Tennessee approved Resolution 2017-05, a Resolution to Amend the City of Franklin Records Retention Policy Relative to Social Media and Security Video Recordings; and

WHEREAS, the Record Retention Policy provides for the minimum length of retention of various record types city-wide, yet departments may determine that it is appropriate to retain certain records longer than what is required in the City's Record Retention Policy; and

WHEREAS, the City utilizes third-party platforms for social media posts, the City believes it would be beneficial to provide for retention of social media posts for 24 hours with the understanding that the public will be able to obtain the posts directly from the social media platform; and

WHEREAS, because of the large amount of data created in some drone footage types a shorter retention requirement is necessary to not overload City data storage capabilities; and

WHEREAS, internal instant messaging is not address in the City Record Retention Policy.

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

Section 1. That a Resolution adopting a records retention policy for the retention, maintenance, preservation, protection and scheduled destruction of public records formerly approved on September 13, 2005 is hereby rescinded.

Section 2. That the Revised Policy for the Use of Computers, Internet and Email for the City of Franklin, Tennessee set in place by Resolution 2013-08 be amended to remove the section labeled "Management and Retention of Email Communications".

Section 3. That the retention of emails shall be 2 years. Exceptions shall be made for emails marked for litigation hold prior to their being purged.

Section 4. That Resolution 2017-05, A Resolution to Amend the City of Franklin Records Retention Policy Relative to Social Media and Security Video Recordings is hereby rescinded.

Section 5. That the retention of Social Media shall be amended from 120 days to 24 hours.

Section 6. That the retention of video recordings shall be retained for a period of 30 days, unless otherwise noted.

Section 7. That drone footage recordings shall be retained for a period of 15 days, unless held longer for historical purposes.

Section 8. That internal instant messages shall be retained for a period of 30 days.

Section 9. That City departments may develop and maintain a Standard Operating Procedures or General Orders that establishes a retention schedule which shall not be less stringent than state law or the City Record Retention Policy.

Section 10. That a revised records retention policy for the retention, maintenance, preservation, protection and scheduled destruction of public records referred as Exhibit A, including the Records Management for Municipal Governments (MTAS-525) reviewed 11/08/2022 attached as Exhibit B as recommended by staff and the Municipal Technical Advisory Service of the Tennessee Institute for Public Service is hereby adopted.

IT IS SO RESOLVED AND DONE on this _____ day of _____, 2025.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp, CMC
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Sauna R. Billingsley
City Attorney

Exhibit A

Revised Records Retention Policy For The Retention, Maintenance, Preservation, Protection And Scheduled Destruction Of Public Records

Section 1. The City of Franklin hereby adopts and incorporates by reference as if fully stated herein the attached Exhibit B, “**Record Retention Schedules**” (MTAS-525) reviewed 11/08/2022. The guidelines, appendices and schedule attached hereto are adopted as general guidelines; however, more specific conditions and reasonable regulations may also be established by resolution, pursuant to Tennessee Code Annotated §10-7-702(b) relative to the making, filing, storing, exhibiting, copying, and disposal of the City’s records.

Section 2. Records Disposition Authorization:

- A. The disposition of records shall be in accordance with the record retention schedule recommended by the University of Tennessee’s Municipal Technical Advisory Service in “Record Retention Schedules (MTAS-525). However, records may be retained for longer periods when it would be advisable or otherwise helpful to do so.
- B. Notwithstanding any provision of law to the contrary, the City resolves to authorize the disposal of any paper or electronic record of the City when such is a working paper or temporary paper, as defined in the Guide and by Tennessee Code Annotated §10-7-701 and §10-7-301(13).
- C. Temporary paper or electronic records may be destroyed when the retention period that is prescribed in the retention schedule set forth by the University of Tennessee’s Municipal Technical Advisory Service has expired.
- D. In addition to the City Administrator and City Recorder, the following positions are charged with authorizing, approving, and maintaining the retention of documents and the disposition and destruction of records that no longer have administrative, fiscal, legal or historical value.
 - 1) Assistant City Administrator
 - 2) Deputy City Recorder
 - 3) Assistant Deputy City Recorder
 - 4) City Attorney
 - 5) Assistant City Attorney
 - 6) Billing and Licensing Director
 - 7) Building and Neighborhood Services Director
 - 8) Chief Communications Officer
 - 9) City Court Clerk
 - 10) City Comptroller

- 11) Engineering Director
- 12) Fire Chief
- 13) Human Resources Director
- 14) Information Technology Director
- 15) Parks Director
- 16) Planning Director
- 17) Police Chief
- 18) Purchasing Manager
- 19) Sanitation and Environmental Services Director
- 20) Streets Director
- 21) Water Management Director

- E. Once the retention period expires, departments must ensure secure and proper destruction of records to prevent unauthorized access or retrieval. Departments must document the disposal via the Certificate of Records Disposal (sample attached), housed with the City Recorder's Office, specifying the date of disposal, description of the record(s), and authorization of disposal. For records of historical or archival value, such records shall be properly preserved.
- F. City departments may develop and maintain a Standard Operating Procedure (SOP) or General Orders (GO) that outlines specific internal procedures and/or tracking methods designed to ensure the preservation, protection and timely scheduled destruction of City records pursuant to this Policy. The purpose of the SOP is to outline the retention of items not already addressed in the MTAS schedule or establish a retention schedule that is not less stringent than the policy or state law. The SOP must be reviewed, approved and maintained by the City Recorder's Office.
- G. Departments must regularly review their records retention practices to ensure compliance with MTAS and City of Franklin Records Retention guidelines and adjust applicable SOPs as updates are issued.
- H. The City Recorder shall conduct an audit of each department once a year to ensure compliance with this policy. Said audit shall, at a minimum, consist of examining random samples of existing documents and tracking methods.

Section 3. Additional Record Schedules

All City departments with records not maintained by an MTAS records retention schedule are required to adhere to the retention and disposal guidelines set forth by the City of Franklin's Records Retention Policy and department SOPs. The following retention procedures apply:

A. Retention Duration. The following records must be retained as follows, unless a longer retention period is mandated by the nature of the record or other legal requirements:

- a. Emails.** All archived emails shall be permanently deleted from the archives after 2 years from the date the email message was originally received or sent. An exception shall be made for emails marked for litigation hold prior to their being automatically purged. Should any user be notified of a potential or pending lawsuit, then said user shall immediately save any relevant emails required pursuant to state and federal law. Failure to adequately save all emails upon notification of potential or pending litigation may result in disciplinary action and/or a finding of contempt of court.
- b. Social Media.** All social media records shall be retained for a period of 24 hours. Such records are those created by the City's use of third-party social media sites.
- c. Video Recordings.** All video recordings, including but not limited to body camera footage and surveillance video records, shall be retained for a period of 30 days.
- d. Drone Footage.** Drone footage recordings shall be retained for a period of 15 days, unless held longer for historical purposes.
- e. Internal Instant Messaging.** All internal instant messages, including but not limited to Jabber and Teams messages, shall be retained for a period of 30 days.



Municipal Technical Advisory Service
INSTITUTE *for* PUBLIC SERVICE

12/12/2024

Published on **MTAS** (<https://www.mtas.tennessee.edu>)

Records Retention Schedules

Dear Reader:

The following document was created from the Municipal Technical Advisory Services website ([mtas.tennessee.edu](https://www.mtas.tennessee.edu)). This website shares information relative to Tennessee municipal government. We hope this information will be useful to you and that it will assist you with questions that arise in your tenure in municipal government. However, the *Tennessee Code Annotated* and other relevant laws or regulations should always be consulted before any action is taken based upon the contents of this document.

The Municipal Technical Advisory Service (MTAS) was created in 1949 to provide technical assistance to elected and appointed municipal officials in Tennessee. We are a resource for Tennessee municipal officials in areas of municipal government, human resources, finance, fire, legal, police, public works, water, and wastewater. We provide personal and professional knowledge growth opportunities on current issues within municipal government.

The University of Tennessee
Municipal Technical Advisory Service
1610 University Avenue
Knoxville, TN 37921-6741
www.mtas.tennessee.edu

Table of Contents

Records Retention Schedules	... 3
Animal Control	... 3
Cemeteries (City-Owned)	... 5
Court Records	... 6
Election Records	... 12
Engineering	... 13
Finance Records	... 15
Fire Records	... 20
Fleet Services	... 23
General Administration	... 24
Permits Records	... 32
Personnel	... 34
Planning and Zoning Schedule	... 46
Police Records Schedule	... 48
Property Tax Records	... 52
Purchasing Records	... 56
Recreation and Parks	... 58
School Records	... 58
Solid Waste Records	... 70
Utilities (Billing and Collection)	... 73
Utilities (Operation and Maintenance)	... 74
Utilities (Wastewater and Water)	... 75

Records Retention Schedules

Reference Number: MTAS-525

Reviewed Date: 11/08/2022

Using these Retention Schedules

Records in this schedule are grouped by topic.

The records under each topic constitute a records series. Each record in the series is given a number consisting of the series designation plus a number designating the order in which the record is listed within the series. For example, Activity Reports under Animal Control are in Record Series A and have the record number A-1. The series designation and the record number should be useful in referring to records during both storage and disposition.

You may notice that there are topics that appear not to be covered. We have attempted to use general topics to the extent possible to keep the schedule from being too voluminous. If you have a record that appears not to be covered, you should look for the record in a related topic that is included in the schedule. For example, a contract involving the airport authority would have the same retention period as other contracts noted under the General Administration topic.

Under T.C.A. § 10-7-702, records manuals compiled by MTAS must “be used as guides by municipal officials in establishing retention schedules for all records created by municipal governments ...” Since this is a guide rather than the final word, a municipality may add more records or records series to the retention schedule if needed.

The schedules in this section have been reviewed by MTAS staff, the State Library and Archives, and several city officials. We recommend their adoption. The retention periods marked with asterisks are required by state or federal law. All other retention periods are based on the record’s administrative, legal and historical value.

As noted, municipalities have a great deal of flexibility in adopting the retention schedule. It can be adopted, with any needed modification, by ordinance, resolution, motion, citywide policy, or by a records commission if the municipality has one; or applicable portions can be adopted as a departmental policy.

Animal Control

Reference Number: MTAS-681

Reviewed Date: 11/08/2022

ANIMAL CONTROL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
A-1. Activity Reports. Monthly reports showing the activity of the animal control operations.	Retain 2 years, unless there is no annual report. If no annual report, retain as	Keep to aid in planning.

ANIMAL CONTROL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
	permanent record.	
A-2. Adoption Contracts. May include agreement to have animal spayed/neutered when it is 6 months old.	Retain 4 years.	Keep to show proof of ownership/ patterns of behavior of animals or owners.
A-3. Annual Reports. Annual reports showing the activity of the animal control operations.	Permanent record.	Keep to aid in planning.
A-4. Bite Reports. Document investigations of dog bites.	Retain 4 years.	Retention period based on likely time of complaint or legal action.
A-5. Complaints, Record of. May contain date; time of complaint; complaint's name, address, and telephone number; owner's name and address; animal's license number; and details of problems.	Retain 4 years or until resolution of any litigation, whichever is later.	Record may be used in litigation. Retention period based on statute of limitations for actions for injuries to personal property plus 1 year. T.C.A. § 28-3-105.
A-6. Controlled Substances, Log of	Retain 3 years.	Tenn. Admin. Rule 1730-4-.09.
A-7. Dispatching Logs.	Retain 4 years, unless legal action is pending.	Retention period based on likely time of complaint or legal action.
A-8. Euthanasia Report. Must be kept for each animal euthanized; includes date, estimated age, breed, weight, sex, amount of euthanasia solution administered, and description of verification of death	*Retain for 3 years. May want to retain for 4 years if 4-year retention period adopted for other animal control records.	Tenn. Admin. Rule 1730-4-.09.
A-9. Field Reports (Daily). Report of officer's daily activities.	Retain 1 year.	Used to compile activity reports.
A-10 Impound Log. Log of all animals brought into the animal shelter and whether animal was adopted or euthanized.	Retain 4 years.	Keep as part of history of animals and owners and to track activity at shelter. Can be useful in returning lost animals to owners.
A-11. Rabies Certificate. Rabies vaccination is required by T.C.A. 68-8-104. Certificates are forwarded to animal control by veterinarians.	Retain 4 years.	Keep to provide proof of vaccination and to facilitate return of lost animals to owners. Rabies vaccine lasts 3 years.

ANIMAL CONTROL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
A-11. Rabies Certificate. Rabies vaccination is required by T.C.A. 68-8-104. Certificates are forwarded to animal control by veterinarians.	Retain 4 years.	Keep to provide proof of vaccination and to facilitate return of lost animals to owners. Rabies vaccine lasts 3 years.
A-12. Return to Owner, Record of.	Retain 4 years.	Keep to prove ownership and assign liability to owner if the animal is ever in violation of ordinances or statutes.
A-13. Spay/Neuter Deposit, Record of. Deposit is required by T.C.A. § 44-17-503 for every animal not already neutered that is adopted from an animal shelter.	Retain 4 years.	Keep as part of history of animals and owners.
A-14. Surrender of Animal, Record of.	Retain 4 years.	Keep to defend against liability for taking animal. Based on statute of limitations for offenses against property plus 1 year.

*Indicates a mandatory retention period based on state or federal law.

Cemeteries (City-Owned)

Reference Number: MTAS-682

Reviewed Date: 11/08/2022

CEMETERIES, CITY-OPERATED RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
B-1. Deed Books. May contain deed number, purchaser's name, deed date, lot number, etc.	Permanent Record.	Establish property rights.
B-2. Interment Records. May contain name of the deceased, burial permit number, dates of death and interment, sex and age of deceased, place of death, location of grave, date and place of birth, owner of lot, deed number, and removal information.	Permanent Record.	Keep for historical purposes.
B-3. Perpetual Care Records. Records regarding funds for the continued upkeep of the cemetery.	Permanent Record.	Keep for historical purposes.

Court Records

Reference Number: MTAS-683

Reviewed Date: 11/08/2022

COURTS RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
C-1. Affidavit of Complaint. A written statement alleging that a person has committed an offense and alleging the essential facts instituting the offense charged made upon oath before a	*Permanent Record.	T.C.A. § 18-1-202(a).

COURTS RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
magistrate or court clerk.		
C-2. Appeal Dockets. Record of cases going to appellate courts showing style of case, date, and ruling of the court; may show court costs	*Retain 10 years after last entry.	T.C.A. § 18-1-202(a).
C-3. Appearance and Rule Dockets. Record of first appearance of all causes in court, showing date filed, names of attorneys, style of case, security, and action taken.	*Permanent Record	T.C.A. § 18-1-202(a).
C-4. Appearance and Bail Bond Records. Bonds and recordings of bonds executed by defendants and sureties showing defendant's name, name of person serving as surety, amount of bond, and signatures of the accused and sureties.	*Retain 10 years after final judgment.	T.C.A. § 18-1-202(a).
C-5. Attachment and Injunction Bonds. Bonds executed in attachment and injunction cases insuring defendant against damages likely to occur as a result of wrongful suing, showing date of bond, name of principal and sureties, amount of bond, condition of the obligation, and signatures of principal and sureties.	*Retain 10 years after final judgment.	T.C.A. § 18-1-202(a).
C-6. Attachments on Personal Property. Writs issued during court action to seize the personal property of the defendant to be held as security for the satisfaction of such judgment as the plaintiff may recover.	*Retain 10 years after final settlement of case.	T.C.A. § 18-1-202(a).
C-7. Attachments on Real Property. Writs issued during court action to seize the real property of the defendant to be held as security for the satisfaction of such judgment as the plaintiff may recover.	*Retain 10 years after final settlement of the case.	T.C.A. § 18-1-202(a).
C-8. Bills of Costs-Courts with Concurrent Jurisdiction. Certified bills of cost in criminal cases in courts having concurrent general sessions court jurisdiction and submitted for payment by the city court clerk, showing names of the plaintiff and defendant, offense charged, date of initial action, items of cost, amount of each, date process issued, signature of office issuing warrant, date filed with city court clerk for trial (if applicable), clerk's certification, date judgment paid, and number of warrant issued in payment.	Retain 5 years after close of case.	Keep for audit and review purposes.

COURTS RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
C-9. Bills of Costs-Ordinance Violation Cases. Bills of costs submitted for payment showing names of plaintiff and defendant, date of initial action, items of cost, amount of each, date process issued, signature of official issuing warrant, date filed for court for trial, clerk's certification, date judgment paid, and number of warrant issued in payment.	Retain 5 years after close of case.	Keep for audit and review purposes.
C-10. Bond Books, Miscellaneous. Receivers, appearance, costs, etc., bonds, showing names of principal and sureties, style of case, amount and date of bond, condition of the obligation, and signatures of principal and sureties.	*Retain 10 years after release, replacement, or expiration of all bonds in book.	T.C.A. § 18-1-202(a).
C-11. Briefs, Civil Cases. Statements of the case, legal theory and arguments for a party in a case.	*Maintain for 3 years after final disposition of the case, then destroy after notice is given to parties.	Notice permits parties to retrieve records. T.C.A. § 18-1-202(b).
C-12. Capias. The general name for several types of writs that require an officer to take the body of the defendant into custody; they are writs of attachment or arrest.	*Permanent Record	Original process must be kept permanently. T.C.A. § 18-1-202(a).
C-13. Case Ledgers. Records of case funds received and distributed.	Permanent Record.	Recommended by the comptroller in the Internal Control and Compliance Manual for Tennessee Municipalities.
C-14. Citation. A demand that the defendant cited appear in court at a stated time to answer to a misdemeanor or civil offense charge. The citation states the name and address of the person cited, the name of the issuing officer, and the offense charged.	*Permanent Record	Original process must be kept permanently. T.C.A. § 18-1-202(a).
C-15. Cost Bonds, Civil Cases. Bonds executed to insure	*Maintain for 3	T.C.A. §

COURTS RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
payment of court costs, showing names of plaintiff and defendant, amount and date of bond, condition of the obligation, and signatures of principal and sureties.	years after final disposition of the case, then destroy after notice is given to parties.	18-1-202(a).
C-16. Court Action Reports.	Retain 10 years	Keep for audit purposes.
C-17. Criminal Actions, Record of. All original process, case papers, and documents in criminal cases, including judge's orders, in both felony and misdemeanor cases.	*Permanent Record	T.C.A. § 18-1-202(a).
C-18. Delinquent Tax Collection Reports. Copies of the reports made by the clerk to the cities, county, and state of tax collections in litigation, showing docket number, case number, names of complainant and respondent, amount collected, total, and date of report.	*Retain 10 years.	T.C.A. § 18-1-202(a).
C-19. Detainer Warrants. Instrument authorizing the keeper of a prison to keep a person in custody. Shows name of person in custody, length of time to be detained, and signature of issuing official.	*Retain 10 years.	T.C.A. § 18-1-202(a).
C-20. Discovery Records, Civil Cases. Interrogatories, depositions, and other legal devices to obtain information concerning a case prior to trial.	*Maintain for 3 years after final disposition of the case, then destroy after notice is given to the parties.	Notice permits parties to retrieve records. T.C.A. § 18-1-202(b).
C-21. Distress Warrants and Warrant Stubs. Original warrants and warrant stubs issued against persons, showing name and address of person for whom warrant is issued, date of issue, amount of tax due, fees, and penalties.	If court action results, retain until final settlement of case; if no court action, retain 5 years.	Keep for audit purposes.

COURTS RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
C-22. Executions. Writs or orders providing that an act or course of conduct be carried out.	*Retain 10 years after issuance.	T.C.A. § 18-1-202(a).
C-23. General Account Ledgers (execution docket). Ledger accounts or funds received from payments of judgments and court costs; money distributed by the clerk showing style and number of case, date of collection, name of person from whom received, and amount; date of payment, name of payee, number of check issued, and amount; may show cash book and page number from which entry was posted.	*Permanent Record.	T.C.A. § 18-1-202(a).
C-24. General Index. Index to all original case papers, showing file number and names of complaint and respondent.	*Permanent Record.	Necessary for use of other permanent records.
C-25. Habeas Corpus, Writs of. Writs issued to change the place of trial, to move from custody of one court to another, directing that a detained person be produced, etc.	*Permanent Record.	Original process must be kept permanently. T.C.A. § 18-1-202(a).
C-26. Judge's Opinions. Statements by the judge of the decision reached in regard to a cause heard before him relating the laws as applied to the case and giving reasons on which the judgment is based.	*Permanent Record.	T.C.A. § 18-1-202(a).
C-27. Litigation Tax Reports. A record of all state and city litigation taxes collected by the clerk showing number of cases and amount received.	Retain 10 years after last entry.	Keep for audit purposes.
C-28. Minute Books and Indexes. Minutes show the course and proceedings in all cases from their origin to termination, giving name of defendant, offense charged, date of trial, verdict, and sentence of the court.	Permanent Record.	Necessary for use of other permanent records.
C-29. Mittimus. Commitments to jail, showing name of person committed, offense charged, name of prosecutor, amount of bail, date, and signature of clerk of the court.	*Retain 10 years.	T.C.A. § 18-1-202(a).
C-30. Municipal Court with Concurrent Jurisdiction Docket Book, Criminal (State). Dockets showing date of trial, case number, name of defendant, action of the court, name of returning officer, and list of witnesses claiming fees.	Permanent Record.	Keep permanently as a basic record of the actions of the court.

COURTS RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
C-31. Processes Served, Record of. Record of warrants, capiases, summonses, and other papers served.	Retain 3 years after last entry. Note: Do not confuse this record with original process that must be kept as a permanent record to comply with T.C.A. § 18-1-202(a).	Keep for audit purposes.
C-32. Receipts for Papers. Record of all files and papers removed from the office, showing date and by whom taken, and date returned.	Retain until all files and papers are returned.	Working papers as defined in T.C.A. § 10-7-301(14).
C-33. Reports, Municipal Court with Concurrent Jurisdiction. Duplicates of monthly reports to the county and the state of all revenue collected by the clerk, showing dates of quarter, from whom received or source of collection, costs, fees and mileage of witnesses, and fees, commissions and emoluments of the sheriff, his deputies, constables, game wardens, state highway patrolmen, and other officers for services to the court, the fines and forfeitures adjudged by the court, and all other funds coming into the hands of the clerk and judge.	Retain 10 years after clerk's tenure is broken.	Keep for audit purposes.
C-34. Rule Dockets and Indexes. A record of original processes issued and files incident to cases tried in court, showing number of case, date and hour filed, names of complainant, respondent, and solicitors; also date and nature of process, names of bondmen, date process served, note of officer's return, and rules and orders of the court.	*Permanent Record	T.C.A. § 18-1-202(a).
C-35. Search Warrants. A written order issued in the name of the state and directed to a law enforcement officer commanding him to search a specific house, business establishment, or other premises.	*Retain 10 years.	T.C.A. § 18-1-202(a).
C-36. Subpoenas. Copies of summonses to appear in court as witnesses in lawsuits, showing name of person summoned, day and hour to appear, in whose behalf, and signature of the clerk.	*In criminal cases, retain 10 years.	T.C.A. § 18-1-202.

COURTS RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
	*In civil cases, retain 3 years.	
C-37. Summonses. A writ notifying a person that a court action has commenced against him and that he is required to appear on a day named and answer the complaint in such action.	*Permanent Record	T.C.A. § 18-1-202(a).
C-38. Trial Exhibits and Evidence. Any evidence and exhibits presented at trial that become part of the record of the case.	*Retain 10 years after final judgment, unless local rule of court provides for a different retention period.	T.C.A. § 18-1-202(a).
C-39. Unclaimed Funds, Record of. Record of funds in hands of clerk unclaimed for 7 years and turned over to the state, showing style of case, case number, respondent, and amount.	*Permanent Record	Keep record for audit purposes and a reasonable period to allow interested parties to make inquiries.
C-40. Warrants. Writs issued in both civil and criminal cases requiring an officer of the law to arrest the person named therein and bring him before the court to answer charges of some offense that he is alleged to have committed.	*Permanent Record	T.C.A. § 18-1-202(a).
C-41. Witness Books. Record of witnesses appearing in court cases, showing date of court term, style of case, names of witnesses for complainant, names of witnesses for respondent, number of days attended, miles traveled, amount due, and date of payment.	*Retain 10 years after last entry.	T.C.A. § 18-1-202(a).

*Indicates a mandatory retention period based on state and federal law.

Election Records

Reference Number: MTAS-684

Reviewed Date: 11/08/2022

ELECTIONS RECORDS RETENTION SCHEDULES

Description of Record	Retention Period	Legal Authority/Rationale
D-1. Candidate List. List of candidates participating in elections	Retain 4 years after election or for duration of term.	Based on standard election cycle.
D-2. Certificate of Election. Copies of original certificate provided to elected officials.	Retain 4 years after election or for duration of term.	Based on standard election cycle.
D-3. Election Result	Permanent Record.	Has historical significance.
D-4. Precinct Maps. Geographical descriptions of polling units.	Permanent Record.	Possible historical significance.
D-5. Public Notices. Copies of all public notices published by the election commission.	Retain 4 years after election or for duration of term.	Based on standard election cycle. May be useful in future elections.
D-6. Reapportioned Records (if city has districts or wards).	Retain until next reapportionment.	May have legal significance until completion of next reapportionment. May assist in next reapportionment.

Engineering

Reference Number: MTAS-685

Reviewed Date: 11/08/2022

ENGINEERING RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
E-1. Aerial Photographs. Aerial photographs of flyovers. Negatives may be available at the state Department of Transportation's photographic lab.	Permanent Record.	Keep for operational purposes through reappraisal appeals process and greenbelt recertification appeal period. This record series has high historical and archival value and should be preserved for those reasons.
E-2. Bridge and Street Project Files,	Retain 7 years after	Based on statute of limitations for

ENGINEERING RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
Federal, State and Local. Project files, including contracts and invoices.	completion of project.	legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109.
E-3. Building Plans. Blueprints and specifications for all municipal building including school buildings.	Retain for life of the building (plus additional time if litigation arise from building's early demise). Consider donating to archive.	Necessary for maintenance and operation of physical plant.
E-4. City Street List. Record of all streets under control of the city.	Permanent Record	Necessary for street regulation and maintenance and to protect street department from allegations of working on private property.
E-5. Complaints. Citizen service request for maintenance and repair issues.	Retain 5 years.	Could constitute notice of unsafe condition.
E-6. Deeds, Easements, Highway Rights-of-way, etc. Instruments of conveyance of interests in real property. Show signature of property owner, date, width of easement, and name of road.	Permanent record in city recorder's office.	Recorded copy is necessary to preserve city property rights, City should retain its own copy as record of its property rights.
E-7. Maps and Map Books. City and civil district maps as well as single parcel maps (not part of subdivision).	Permanent Record.	Keep for historical purposes.
E-8. Ownership maps and index, Rural and Urban. These maps reflect the status of real property as of January 1 of each year.	Retain only current and one previous generation of ownership maps and indexes. Older generations of photographs may be removed from the office but if removed, should be transferred to an archive or library.	Useful in office for tracking property changes and as evidence in challenges to tax sales. This record series has a high historical and archival value and should be preserved for those reasons.
E-9. Plats, Plat Books, Surveyors' Books and Indexes. Drawings of subdivisions, cemeteries, utilities, city lots	Permanent Record.	Necessary for maintenance and operation of city infrastructure.

ENGINEERING RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
and street improvements showing name of subject, date drawn, boundaries, scale used, location, name of engineer making survey, name of draftsman, and register's certificate of registration.		Eligible for recordation. T.C.A. § 13-3-402
E-10. Sign Inventory. List of all traffic signs and traffic signals in the city.	Retain a current copy at all times.	Necessary to track inventory and maintenance of signs.
E-11. Underground Utilities, Location of. Record of location of all underground utilities maintained by the city.	Permanent Record.	Necessary for maintenance and operation of city infrastructure. NOTE: Under T.C.A. § 65-31-105, the city must record location of utilities with county, listing where the facilities are located and the name, title, address and telephone number of the operator's representative. The county keeps this record permanently.
E-12. Work Orders. For repair and maintenance of streets, traffic signs, traffic signals, and utilities.	Retain 5 years.	Evidence in lawsuit.

Finance Records

Reference Number: MTAS-686

Reviewed Date: 11/08/2022

FINANCE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
F-1. Accounts Paid Files and Ledgers. Paid invoices filed by vendor showing company, date, amount, date paid, and invoice number. Ledgers show name of vendor, amount of each invoice, amount paid on each account, and amount outstanding.	Retain 7 years.	Based on statute of limitations for legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109.

FINANCE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
F-2. Accounts Payable.	Retain 10 years.	Recommendation of the comptroller set forth in the <i>Internal Control and Compliance Manual for Tennessee Municipalities</i> .
F-3. Accounts Receivable.	Retain 10 years.	Recommendation of the comptroller set forth in the <i>Internal Control and Compliance Manual for Tennessee Municipalities</i> .
F-4. Annual Reports to City Officials. Submitted by city departments, boards, or agencies.	Permanent Record.	Keep for historical purposes.
F-5. Appropriation Ordinance or Resolution. Record of appropriations made by the municipal legislative body for maintenance of city offices and departments, and for the payment of claims against the city, showing date of meeting, date claim filed, to whom payable, nature of claim or purpose of appropriation, and amount.	Permanent Record.	Keep for audit and historical purposes.
F-6. Audit Reports. All audit reports relative to city finances. Audit reports show name of office, name of fund or account, account of all receipts and disbursements, date of audit, and signature of auditor.	Permanent Record.	Recommendation of the comptroller set forth in the <i>Internal Control and Compliance Manual for Tennessee Municipalities</i> . Audit working papers of an internal audit staff are confidential. T.C.A. § 10-7-504 (22)(A).
F-7. Bank Deposit Books. Bank books showing name and location of bank, and amounts and dates of deposits.	Retain 6 years plus 1 year after last entry.	Based on statute of limitations for legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109
F-8. Bank Deposit Slips. Slips showing name and location of bank, and amounts and dates of deposits.	Retain 7 years.	Based on statute of limitations for legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109
F-9. Bank Statements. Statements showing	Retain 7 years.	Based on statute of limitations for

FINANCE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
name and location of bank, and amounts and dates of deposits, amounts and dates of check withdrawals, and running balance.		legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109
F-10. Bids, On Equipment and Supplies. Records showing bidder's name, complete description of item(s), delivery date, amount of bid, and any correspondence with bidder. Include record of unsuccessful bids in this file.	Retain 7 years after contract expires.	Based on statute of limitations for legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109
F-11. Bonded Indebtedness, Record of. Register book shows bond issue, date, and amount set up by year; as bonds and coupons are returned, these are shown in the book. Other records include trust indenture, loan agreements, bond counsel opinion, documentation on expenditure of bond proceeds, copies of management contracts and research agreements, documentation of all sources of payment or security for the bonds, and documentation of investment of bond proceeds. Other records may also include documentation specific to any single and multifamily housing bonds and small issue industrial development bonds.	Bonds and coupons may be destroyed 15 years after the maturity date of such bonds.	Based on procedures established in T.C.A. § 9-21-123. Based on the length of time a bond payee has to take action against the issuer T.C.A. § 28-3-113.
F-12. Budget Records and Reports. These pertain to the general fund and the street fund, debt service fund, the general purpose school fund and all other city funds. They show anticipated revenues, anticipated expenditures for the year, and fund balance at the end of the year.	The annual budget is preserved permanently in city legislative body minutes. Retain other budget records and reports 5 years.	Keep for audit purposes.
F-13. Canceled Checks. Canceled checks showing date check issued, name of bank on which drawn, check number, to whom payable, purpose of payment, amount of check, and date canceled.	Retain 7 years.	Based on statute of limitations for legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109.

FINANCE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
F-14. Cash Journals. Records of all receipts and disbursements as distributed to various city accounts, showing date of entry, amount, source of receipt or purpose of payment, amount of debit or credit, and name of account credited or charged.	Permanent record.	Recommendation of the comptroller set forth in the <i>Internal Control and Compliance Manual for Tennessee Municipalities</i> . Comptroller's office considers the record important for demonstrating patterns in investigations of misappropriation of funds. Prior to the advent of general budgetary practices, the Recorder's Cash Journal was the best record for tracking the total revenue stream of the city and has historical value. For this reason, older records should be kept permanently.
F-15. Cash Reconciliation Report. Shows balances at beginning of the month, outstanding checks, cash balances, checks issued during month, checks paid, cash and outstanding checks at end of the month.	Retain 1 year after audit.	Keep for audit and review purposes.
F-16. Check Books. Books containing stubs of checks issued by the recorder showing check number, date issued, name of payee, amount, and purpose of payment.	Retain 7 years after date of last check.	Based on statute of limitations for legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109
F-17. Check Stubs. From all city accounts and accounts of all departments.	Retain 7 years.	Based on statute of limitations for legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109
F-18. Development and Proposal Files. Reports, planning memos, correspondence, studies, and similar records created for and used in the development of grant proposals submitted to state or federal agencies and contracts relating to the grant.	Retain all unsuccessful applications for 5 years. Retain all records regarding grants that are received for life of grant plus 7 years.	Keep unsuccessful proposals in case of appeal or for administrative use in re-application. Keep records of grants received based on statute of limitations for contract actions. T.C.A. § 28-3-109.
F-19. Financial Report to City Legislative Body. (1) General; (2) Final – Report gives	Permanent Record.	These reports should be recorded in the minutes of the city legislative

FINANCE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
information on different accounts, balances on last report, receipts, disbursements, commissions, transfers, balances on this report, totals, bank balances of city accounts in different banks, and classification of receipts (sources received from, e.g., state, local, etc.). Reports of street department chief administrative officer and other officials when required by law.		body. Permanent retention is recommended by the comptroller in the <i>Internal Control and Compliance Manual for Tennessee Municipalities</i> .
F-20. General Ledger Accounts. Record of all receipts and disbursements for the various city accounts, showing date of entry, amount, source of receipt or purpose of payment, amount of debit or credit, and name of account credited or charged.	Permanent Record.	Recommendation of the comptroller set forth in the <i>Internal Control and Compliance Manual for Tennessee Municipalities</i> .
F-21. General (Miscellaneous) Receipt Ledgers. Record of funds received on general accounts, including such payments as state and city taxes, interest, fees, and penalties on delinquent taxes, showing date of payment, name of payer, amount, funded credited, and balance. This information is included in the journal package of most software in computerized cities. If stored electronically in compliance with electronic data processing standards, paper copy is not necessary.	Retain 7 years after last entry. If stored electronically, retain 7 years after date of creation of record.	Based on statute of limitations for legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109.
F-22. Grant Documentation and Files. Records and materials regarding grants applied for and/or money received through state and federal grants.	Retain for life of grant plus 7 years.	Based on statute of limitations for legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109.
F-23. Investment Ledgers. Surplus cash investments, rate of interest, date, and amount collected.	Retain 10 years.	Keep for audit purposes and to address arbitrage concerns.
F-24. Invoices. Original invoices, purchase orders, and requisitions used in purchasing goods.	Retain 7 years.	Based on statute of limitations for legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109.

FINANCE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
F-25. Miscellaneous Receipts from other Offices Receiving Money, Records of. Records of receipts collected by other city offices and departments. Examples: fees collected by the ambulance service, building permits, etc.	Retain 7 years.	Based on statute of limitations for legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109.
F-26. Receipt Books. Receipts for revenue collected, showing from whom received, date receipt given, receipt number, amount and purpose of payment, and account credited. Receipts may be or may have been issued for funds received from other city offices for payments or transfer tax, delinquent taxes, state funds, utilities tax, etc. Receipts may be loose rather than in books.	Retain 7 years after last entry. If stored electronically, destroy file 7 years after date of creation. Additional copies of the receipts that are not needed for any purpose are working papers that may be destroyed as soon as it is determined they are superfluous.	Based on statute of limitations for legal actions for breach of contract plus 1 year. T.C.A. § 28-3-109.
F-27. Sale Tax report. Report from the state showing total tax collection less cost of state collection. Report shows amounts distributed to incorporated municipalities.	Retain 10 years.	The record series is kept longer than the usual audit standard in case of dispute regarding city/county distribution of revenues.
F-28. Travel Authorizations.	Retain 5 years.	Keep for audit purposes.
F-29. Unclaimed Funds, Record of. Records of funds in hands of official unclaimed for 7 years and turned over to state, showing information about source of funds and amount.	Retain 10 years.	Keep record for audit purposes and a reasonable period to allow interested parties to make inquiries.

Fire Records

Reference Number: MTAS-687

f

FIRE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
G-1. Arson Investigation Reports.	Retain 30 years or until the convicted perpetrator is released from prison, whichever is longer.	Keep for use if there is a new trial.
G-2. Bloodborne Pathogens/ Infectious Material Standard. Protects employees who may be occupationally exposed to blood or other infectious materials.		Occupational Safety and Health Act (29 C.F.R. 1910.1030).
Written Exposure Plan	No retention period specified.	
Medical Records		Occupational Safety and Health Act (29 C.F.R. 1910.1020).
Training Records	*Retain for duration of employment plus 30 years.	Occupational Safety and Health Act (29 C.F.R. 1910.1030).
Employee Exposure Records	*Retain 3 years.	Occupational Safety and Health Act (29 C.F.R. 1910.1020).
	*Retain 30 years.	
G-3. Burn Permits. Record of permission granted for open burning within the city limits.	Retain 2 years unless issued in conjunction with a building permit, in which case retain until certificate of occupancy granted.	General recommendation is based on statute of limitations for malicious burning plus one year. Recommendation for burn permits issued with building permits based on the increased likelihood of a lawsuit against the city before certificate of occupancy is granted.
G-4. Fire Incidents Reports.	Retain 5 years. Consider donating to archive.	Keep to track history of property, loss claims, repeats. Retention term based on statutes of limitations for foreseeable causes of action.

FIRE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
G-5. Fire Safety Inspection and Similar Reports. Reports made by Tennessee Department of Insurance, Division of Fire Prevention, or local fire department showing date, name of inspector, location inspected, etc.	Retain current inspection report until new inspection report is received, as a minimum. Retaining 3 years is recommended.	Keep for enforcement purposes. Keeping one generation back allows the department to show a history of inspection.
G-6. Firefighter Annual Certification of Fitness to Perform Job Functions.	*Retain until next certification completed to comply with OASH. Retaining 3 years is recommended.	Required by OSHA. (29 C.F.R. 1910.156(b)(2)) and (29 C.F.R. 1910.135 (m)). Department of Labor can request information going back 3 years. Retention allows the fire department to show a history of testing and compliance.
G-7. Firefighter Annual Facemask Fit Test Records.	Retain until next certification completed to comply with OSHA. Retaining 3 years is recommended.	Required by OSHA. (29 C.F.R. 1910.156 (f)) and (29 C.F.R. 1910.135 (m)). Department of Labor can request information going back 3 years. Retention allows the fire department to show a history of testing and compliance.
G-8. Material Safety Data Sheets (MSDSs). Employers must have an MSDS on file for each hazardous chemical they use and ensure that copies are readily accessible to employees in their work area. · Employer must keep records of chemicals used, where they were used, when they were used and for how long.	No specific time-must be maintained in a current fashion. · Retain for 30 years.	Occupational Safety and Health Act (29 C.F.R. 1910.1020(d)(1)(ii)(B)). Occupational Safety and Health Act (29 C.F.R. 1910.1020(d)(1)(ii)(B)).
G-9. Physical/ Medical Records. Complete and accurate records of all medical examinations require by OSHA law.	Retain for duration of employment plus 30 years unless specific OSHA standard provides a different time period.	Occupational Safety and Health Act (29 C.F.R. 1910.1020).

FIRE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
G-10. Medical Records of Patients in EMS Run Records. Patients medical histories, reports, summaries, diagnosis, prognosis, records of treatment, medication, X-ray and radiology interpretation, physical therapy charts and lab reports.	Retain 10 years following discharge of patient or patient's death during treatment. For patients under mental disability or minority, records should be retained for period of minority or disability plus 1 year or 10 years following discharge, whichever is longer. X-ray film may be disposed of after 4 years when radiologist's interpretation is made.	T.C.A. §§ 68-11-305 and 68-140-319.
G-11. Radio and Telephone Logs. Dispatching and telephone communications with outside agencies.	Retain 5 years.	Keep for use in defense of lawsuits. Retention term based on statutes of limitations for foreseeable causes of action.
G-12. Training Records.	Retain for duration of employment plus 3 years.	Proof of training for ISO and OSHA.
G-13. Vehicle and Equipment Maintenance Records.	Retain for life of vehicle or equipment plus 1 year.	Determination of replacement, proof of maintenance; possible tort action.

*Indicates a mandatory retention period based on state or federal law.

Fleet Services

Reference Number: MTAS-688

Reviewed Date: 11/08/2022

FLEET SERVICES RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
H-1. Vehicle and Equipment Purchase and Maintenance Records.	Retain for life of vehicle or equipment plus one year.	Determination for replacement, proof of maintenance; possible for action.

General Administration

Reference Number: MTAS-689

Reviewed Date: 12/06/2022

GENERAL ADMINISTRATION RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
I-1. Affidavits of Exemption from Business Licenses under T.C.A § 67-4 – 712. Affidavits of blind persons or disabled former members of the armed services made for the purpose of obtaining free ad valorem or privilege license, showing duration of service, nature of disability, if any, amounts of affidavit, signature of affiant, and clerk's acknowledgment.	If license is granted, retain until expiration of license plus 10 years; if license not granted, retain 1 year.	Keep for audit purposes. T.C.A. § 67—4-712 (a).
I-2. Alcoholic Beverage Commission Applications.	If application granted, retain for life of permit. If application denied, retain for 1 year past final action.	Retain successful applications for audit purposes. Retain denied applications to have available in case of appeal(s) under T.C.A. §

GENERAL ADMINISTRATION RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
		27-9-101 <i>et seq.</i>
I-3. Bankruptcy, notice of.	Retain 11 years.	Based on statute of limitations for collection of property taxes, plus 1 year. T.C.A. § 67-5-1806.
I-4. Beer Applications and Permits. The application and permits issued to persons selling legalized beverages (beer), Showing name of licensee, business address, date issued, permit number, and signature of beer board approving the issuance of the license.	Retain 5 years after the permit is terminated.	Keep for audit purposes.
I-5. Beer Tax Reports and Receipts. Reports from wholesale beer distributors showing brands of beer, number of units sold, unit prices, and tax remitted. Receipts from money submitted should also be in file.	Retain 3 year.	Source documents must be kept by wholesalers and retailers for 2 years T.C.A. § 57-5-206(b).
I-6. Business and Privilege Licenses. Original applications and licenses to engage in business or for exercising taxable privileges, showing name of applicant, kind of license, duration of license, date filed, and signature of applicant; fee/tax paid; and license number.	Retain 5 years after license has expired.	Keep for audit purposes.
I-6A. Business tax returns. Returns filed under the Business Tax Act under T.C.A. § 67-4-715.	Retain 7 years after January of the	T.C.A. § 67-1-1501(a);

GENERAL ADMINISTRATION RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
	year in which the taxes accrue.	Westinghouse Electric Corp. v. King 678 S.W. 2nd 19 (Tenn. 1984).
I-7. Contracts. Contracts between the city and other contractors.	Retain 7 years after termination of contract.	Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109.
I-8. Contracts, Construction. Contracts between the departments and contractors for construction work, showing name contractor, date, building specifications, and amount of consideration.	Retain 7 years or until expiration of guarantees. If no guarantees are involved, retain 7 years after completion of contract.	Based on statute of limitations for actions for breach of contract plus 1 year. T.C.A. § 28-3-109.
I-9. Correspondence Files. Correspondence with citizens and government officials regarding policy and procedures or program administration.	Generally retain based on subject matter or 5 years, whichever is longer, but appropriate for continuing administrative usefulness or historical value. (See "E-mail" below.)	Maintain for reasonable period of time in case of continued action related to the correspondence.

GENERAL ADMINISTRATION RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
I-9A. E-mail.		
[1] Spam and other e-mails that will not be relevant to any litigation.	[1] May be discarded immediately.	[1] No requirement for retention.
[2] E-mails relative to contracts.	[2] Retain seven years or until expiration of guarantee.	[2] Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109.
[3] E-mails that might be relevant to tort litigation.	[3] Retain 2 years.	[3] Based on statute of limitation for tort action plus 1 year.
[4] E-mails relative to personnel status of employees.	[4] Retain 5 years.	[4] Various statutes of limitations and requirements in differing statutes.
[5] Other e-mails.	[5] Retain based upon subject matter (see other provisions in retention schedule) or 5 years, whichever is longer, but appraise for continuing usefulness or historical value.	[5] Maintain for reasonable time in case of continued action.
I-10. Deeds for City Properties, Copies of. Copies of warranty deeds.	Destroy when obsolete or when purpose of retention has been served.	Working papers as defined in T.C.A. § 10-7-301(14). Filed permanently with the county register of deeds.
I-11. Facility Inspection and Maintenance Records. Records documenting inspection of and repairs or improvements made to municipal buildings and structures.	Retain 5 years.	Possible significance in tort cases.

GENERAL ADMINISTRATION RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
I-12. Fixed Assets. Comprehensive inventory of all fixed assets.	Retain 5 years after disposal of property.	Keep for audit purposes.
I-13. General (Nonfinancial) Monthly and Quarterly Reports to City Officials. Reports from all departments, boards, or agencies of the city. These reports should be recorded in the minutes of the legislative body.	These are working papers to keep until the information is incorporated into the minutes or an annual report. If not included in the minutes or no annual report is prepared, retain monthly and quarterly reports for 2 years.	Useful in preparing budgets in following years.
I-14. Insurance Policies. Insurance policies of all types insuring the city and all its departments for various risks of loss, showing name of company, name of agent issuing policy, date of policy, date of expiration, amount of premium, amount of coverage, and description of any property covered.	Retain 10 years after expiration or replacement of policy.	Based on statute of limitations for breach of contract actions plus 1 year. T.C.A. § 28-3-109.
I-15. Leases (Real Property). Copies of leases or rental contracts on real estate, showing names of lessor and lessee, description of property, terms of the contract, date of execution, and signatures of parties involved.	Permanent record.	Keep to track property rights. Note: If lease is more than 3 years, eligible for recordation under T.C.A. §

GENERAL ADMINISTRATION RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
I-16. Leases and Agreements for Use of Equipment.	Retain 7 years after completion or expiration of lease or agreement.	66-24-101(a) (15). Based on statute of limitations for breach of contract actions plus 1 year. T.C.A. § 28-3-109.
I-17. Legal Opinions and Court Decisions. Records, including correspondence, stating or referencing court decision or legal opinions dealing with or affecting the department.	Retain 20 years or until record no longer relevant, whichever is later.	Court opinions can have continuing impact on operations.
I-18. Liens, Tax. Record of tax lien notices filed against property owners, including violators of the internal revenue law, showing name and address of property owner, date of filing, amount of assessment and penalty, and discharge notice date.	Permanent record.	Impractical to ascertain expiration of lien to know when record could be destroyed.
I-19. Minutes of City Legislative Body. Recorded minutes of the meetings of the municipal legislative body, including special call meetings. All recorded actions of the legislative body, including records of members present and their votes on matters of business presented, nature and results of votes; various items such as fixing the tax levy, adopting a budget, receiving financial reports from city officials and departments, appropriating funds for the maintenance and opera-	Permanent record.	City charter requirement, T.C.A. §§ 8-44-101, et seq. (Open Meetings law). Keep also for historical purposes.

GENERAL ADMINISTRATION RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
tions of city offices and institutions, and other items of a similar nature.		
I-20. (Rough) Minutes and Roll Calls of City Legislative Body. Notes taken at meeting of city legislative body and used to compile minutes. Includes audio tapes.	Retain until minutes are approved by city legislative body.	Working papers as defined in T.C.A. § 10-7-301(14).
I-21. Minutes of Other Boards. Minutes of the meetings of other boards, such as a planning commission, utility board, beer board, etc., including members present, votes, and actions taken.	Permanent record. NOTE: Rough minutes are working papers and may be destroyed after final version of minutes is approved.	Actions recorded in minutes are effective until superseded/amended or rescinded/repealed. Also keep for historical purposes.
I-22. Motor Vehicle City Stickers. Copies of applications for city stickers for motor vehicles; evidence of compliance.	Retain 5 years.	Keep for audit purposes.
I-22A. Mutual Aid Documents. Declarations of a state of emergency, written requests for assistance, invoices for reimbursement.	Retain 2 years.	Keep for possible litigation purposes.
I-23. Official Bonds and Oaths of City Officials. Loose and bound original and recorded copies of the bonds and oaths of all officials required to file official bonds and/or oaths with the city recorder. Originals of many of the official bonds of city officials and constables have been deposited with the state comptroller of the treasury since 1957. Bonds generally show name of	Retain 10 years after term covered by bond or oath.	Based on statute of limitations for actions on public officers' bonds. T.C.A. § 28-3-110.

GENERAL ADMINISTRATION RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
principal and sureties, amount of bond, date executed, condition of the obligation, date acknowledged and approved, signatures of principals, sureties and attorney-in-fact for bonding company, if any.		
I-24. Ordinances. Code of Ordinances and ordinance books, copies of amended and repealed ordinances; resolutions.	Permanent record.	Charter requirements. Ordinances must be retained to provide evidence of their existence and proof of their lawful enactment. Superseded ordinances have historical and legal value.
I-25. Pawnbroker's Licenses, Applications for and related Records. Record of application for pawnbroker's license, related affidavits and certificates, copies of bonds or insurance policies.	Retain 5 years after license is terminated.	Permits do not expire after a certain term. Keep record for audit purposes and to maintain accurate record of licensed pawnbrokers.
I-26. Powers of Attorney, Record of. Record of legal appointment of persons to act as agents for individuals or estates in such matters as signing	Retain permanently or until power of attorney	Keep for audit purposes.

GENERAL ADMINISTRATION RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
documents, giving receipts, collecting and distributing funds, paying utility deposits and bills; shows name of appointee and person making appointment, date of appointment, and contains requirements of notarization.	is formally revoked.	
I-27. Privilege Licenses – See Business and Privilege Licenses.		
I-28. Reports of City Officials, Departments, Commissions, and Committees. Reports submitted to the municipal legislative body containing date on finances, work performed, plans, personnel, etc. Some reports submitted annually at the end of the fiscal year. These reports should be recorded in the municipal legislative body's minutes.	If reports are not recorded in legislative body's minutes, preserve permanently one copy of annual reports, or if there is no annual report, preserve permanently one copy of all monthly, quarterly, or semiannual reports.	The city recorder's office serves as a repository of these reports, which constitute a historical record of the operation of the various offices, departments, and committees of the city.
I-29. Settlement Agreements. Instruments evidencing the settlement of claims against the city.	Retain 7 years after the terms of the agreement have been met.	Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109.

Permits Records

PERMITS RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
J-1. Approval Permit Applications for Solid Waste Disposal Facilities. Records of all data and supplemental information used to complete permit applications. Includes copy of permit and the approved Part I and Part II application. Maintain as the facility or another location with the approval of the department.	Retain throughout active life of the facility and through the post-closure care period.	Keep to show compliance with regulations in order to defend against Superfund liability. Tenn. Comp. R. and Regs. 0400-11-01-.02.
J-2. Building Permits, Inspections, Certificates of Occupancy, Copies of. Show name of owner, amount of money to be expended, type of structure, location, date, and name of contractor.	Retain 5 years after issuance of certificate of occupancy or final inspection.	These are used to find new construction. These records are also used in state audits, which must occur at least once every 3 years, of cities that choose to enforce their own codes. T.C.A. § 68-120-101(b)(4). In addition, T.C.A. § 28-3-202 provides for a four year statute of limitations on injuries from the date of substantial completion. Retention of one additional year will allow for any dispute of such date. NOTE: Notify property assessor of completion before record is destroyed.
J-3. Contractor License Books. Recorded copies of certificates of license issued to general contractors by the state Board for Licensing General Contractors showing certificate number, name of contractor, names of chairmen and secretary of the state board, date certificate issued, date recorded, and signature of the clerk.	Retain 5 years after all licenses in the book have expired.	Keep for audit purposes.
J-4. Demolition Orders. Documentation for municipal-ordered and privately initiated demolitions of	Retain 5 years.	Retain for research and litigation purposes.

PERMITS RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
substandard and/or hazardous buildings.		
J-5. Violation Notices. Notices of violations of building codes.	Retain 5 years.	Retain to document municipal actions concerning violations and for reference purposes.

Personnel

Reference Number: MTAS-691

Reviewed Date: 11/14/2022

PERSONNEL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
K-1. Advertisements Regarding Job Openings, and records of Promotions, Training Programs, and Overtime Work.	Retain 5 years.	28 U.S.C. § 1658; <i>Jones v. R.R. Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
K-2. Age Records.	*Retain 3 years.	Fair Labor Standards Act (29 C.F.R. 516); Age Discrimination in Employment Act (29 C.F.R. 1627.3).
K-3. Americans with Disabilities Act – Employer Records. Request for reasonable accommodations.	*Retain 2 years.	Same employer record retention requirements as the Civil Rights Act of 1964 as Amended; Title VII of the Civil Rights Act (29 C.F.R. 1602.31).
K-4. Applications, Resumes, or Other Replies to Job Advertisements, including Temporary Positions, etc.	Retain 5 years from date record was made or human resources action was taken, whichever is later. NOTE: If the city has adopted	28 U.S.C § 1658; <i>Jones v. R.R. Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).

PERSONNEL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
	a policy of not accepting unsolicited resumes, they do not have to be retained. Otherwise, they should be kept 5 years.	
K-5. Bloodborne Pathogens/Infectious Material Standard. Protect employees who may be occupationally exposed to blood or other infectious materials.	[1] Retention period not specified. Must be available to workers and kept current.	[1] Occupational Safety and Health Act (29 C.F.R. 1910.1030)
[1] Written exposure plan.	[2] *Retain for duration of employment plus 30 years.	[2] Occupational Safety and Health Act (29 C.F.R. 1910.1020)
[2] Medical records.	[3] *Retain 3 years.	[3] Occupational Safety and Health Act (29 C.F.R. 1910.1030)
[3] Training records.	[4] *Retain 30 years.	[4] Occupational Safety and Health Act (29 C.F.R. 1910.1020)
[4] Employee exposure records.		
K-6. Citizenship or Authorization to Work. Immigration and Naturalization Services Form I-9 (employment eligibility verification form) for all employees hired after November 6, 1986.	Retain 3 years from date of hire or year after separation, whichever is later. (Minimum 3 years.)	Immigration Reform and Control Act (8 C.F.R. 274A.2).
K-7. Contracts, Employee. Contracts between city and employee.	Retain until 7 years after termination of employment.	Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109.
K-8. Contracts, Personal Service of Independent Contractor. Contracts between the city and independent contractors.	Retain 7 years after termination of contract.	Based on statute of limitations for breach of contract plus 1 year. T.C.A. § 28-3-109.

PERSONNEL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
K-9. Demotion Records (See also transfer, layoff, termination).	Retain 5 years.	28 U.S.C. § 1658; <i>Jones v. R.R. Donnelley & Sons Co.</i> , 541 U.S.—(2004).
K-10. Discrimination or Enforcement Changes. Personnel records relevant to a charge of discrimination or enforcement against employer, including records relating to charging party and to all other employees holding positions similar or sought after, such as application forms or performance documentation.	*Retain until final disposition of charge of action.	Age Discrimination in Employment Act (29 C.F.R. 1627.3(b) (3)). Title VII of the Civil Rights Act (29 C.F.R. 1602.31). Executive Order 11246.
K-11. Drug Testing Records (Required by Department of Transportation).	*Retain 5 years.	Omnibus Transportation Employee testing Act of 1991 (49 C.F.R. 40.83, 49 C.F.R. 653.71(b)).
- Breath alcohol test with results of .02 or higher. - Positive controlled substance test. - Documentation of refusal of test. - Calibration documentation. - Evaluation of referrals. - Copy of calendar year summary. - Substance abuse professional reports. - Records related to administration of drug and alcohol testing. - Follow-up tests and schedules for follow up. - Information on the alcohol and controlled substances testing process. - Records of inspection and maintenance. - Information on training. - Negative and canceled controlled test results. - Alcohol test results of less than .02	*Retain 2 years. *Retain as long as individual performs the function plus 2 years. *Retain 1 year.	49 C.F.R. 40.83 .49 C.F.R. 40.83 49 C.F.R. 653.71 (b).

PERSONNEL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
alcohol concentration.		
K12. EEOC Information. Records kept by local governments. Any political subdivision with 15 or more employees must keep records and information that are necessary for completion of Report EEO-4 (Local Government Information Reports) regardless of whether or not the political jurisdiction is required to file a report.	*Retain 2 years from the date making the record or personnel action whichever occurs later.	29 C.F.R. 1602.31
K-13. Employee Earnings Records.	*Retain office record for 3 years. After this time, microfilm or archive record and keep for 70 years.	Age Discrimination in Employment Act (29 C.F.R. 1627.3); Fair Labor Standards Act (29 C.F.R. 516.5). Retention period of 70 years is due to retirement concerns and is based on approximate lifespan of employee. May destroy earlier if employee and any potential claimants are deceased
K-14. Employer Information Report. For political jurisdictions with 100 or more employees and other political jurisdictions with 15 or more employees from whom the commission requests as EEO-4 report, a copy of EEO-4 form (Employer Information Report) must be kept.	*Retain a copy of the report as each central office for 3 years.	Title VII of the Civil Rights Act (29 C.F.R. 1602.32).
K-15. Employer Records of leave Under FMLA – Non-Exempt Employees. Employers shall keep records pertaining to their obligations under the act in accordance with the record keeping requirements of the Fair Labor Standards Act (FLSA). Records kept must disclose the	*Retain 3 years. No particular order or form of records is required.	Family and Medical Leave Act (29 C.F.R. 825.500)

PERSONNEL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
following. - Basic payroll identifying employee data (name, address, and occupation), rate or basis of pay and terms of compensation, daily and weekly hours worked per pay period, additions to or deductions from wages, total compensation paid. - Dates FMLA leave is taken. - Hours of the leave if FMLA is taken in increments. - Copies of employee notices of leave furnished to the employer and copies of all general and specific notices given to employees. - Documents describing employee benefits or employer policies and practices regarding the taking of paid and unpaid leave. - Premium payments of employee benefits. - Records of any dispute between employer and an employee regarding the designation of leave as FMLA leave.		
K-16. Employment Contracts –FLSA. Individual employment contracts (where contracts or agreements are not in writing, a written memorandum summarizing the terms), including collective bargaining agreements, plans and trusts.	Retain for 5 years.	Fair Labor Standards Act (29 C.F.R. 516.5) Equal Pay Act (29 C.F.R. 1620.32 (b)) 28 U.S.C. § 1658.
K-17. Employment Tax Record.	Retain 4 years.	Internal Revenue Code (26 C.F.R. 31.6001-1).
K-18. Family and Medical Leave Act	*Retain 3 years. No particular	Family and Medical Leave

PERSONNEL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
(FMLA) Employer Records of Leave Under FMLA – Exempt Employees. If employees are not subject to FLSA's record-keeping regulations for purposes of minimum wage or overtime compliance, an employer need not keep a record of actual hours worked provided that: • Eligibility for FMLA leave is presumed for any employee who has been employed for 12 months; and • A written record is maintained as to the agreement between the employer and employee regarding reduced or intermittent leave and the employee's normal schedule or average hours.	order or form of record is required.	Act (29 C.F.R. 825.500) Family and Medical Leave Act (29 C.F.R. 825.110) Family and Medical Leave Act (29 C.F.R. 825.206)
K-19. Garnishment Documents. Federal garnishment laws are enforced under the Fair Labor Standards Act. (Refer to "Payroll Records – Additions or Deductions from Wages Paid.")	*Retain 3 years.	Fair Labor Standards Act (29 C.F.R. 516.5) requires 3-year retention. Equal Pay Act (29 C.F.R. 1620.32 (c) requires 2-year retention. Keep to comply with longer period.
K-20. Group Health Insurance Coverage After Certain Qualifying Events. Employers need records showing covered employees and their spouses and dependents: • Have received written notice of continuing group health insurance and COBRA rights; and • Whether the employee and his or her spouse and dependents elected or rejected coverage.	Retain 7 years.	Internal Revenue Code (26 C.F.R. 54.4980B).
K-21. Hiring Records.	Retain 5 years from date	28 U.S.C. § 1658; <i>Jones v.</i>

PERSONNEL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
	records are made or personnel action is taken, whichever is later.	<i>R.R. Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
K-22. Insurance/Retirement Plans.		
- Benefit plan descriptions. - Records providing the basis for all required plan descriptions and reports necessary to clarify the information, including vouchers, worksheets, receipts, and applicable resolutions.	*Retain during the period that the plan or system is in effect, plus one year after the termination of the plan. *Retain not fewer than 6 years after filing date of documents	Age Discrimination in Employment Act (29 C.F.R. 1627.3 (b) (2)). Employee Retirement Income Security Act (29 C.F.R. 2520.101-1 through 2520.104b-30).
K-23. Layoff Selection.	Retain 5 years from date record made or professional action taken.	28 U.S.C. § 1658; <i>Jones v. R.R. Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
K-24. Material data Safety Sheets (MSDSs).		
- Employers must have MSDSs on file for each hazardous chemical they use and ensure that copies are readily accessible to employees in their work area. - Employer must keep records of chemicals used, where they were used, when they were used and for how long.	No specific retention time set by statute. Must be maintained in a current fashion. *Retain 30 years.	Occupational Safety and Health Act (29 C.F.R. 1910.1020 (d) (1) (ii) (B)). Occupational Safety and health Act (29 C.F.R. 1910.1020 (d) (1) (ii) (B)).
K-25. Minimum Wage and Overtime Charges. See also the following in this section:	*Retain 3 years.	Fair Labor Standards Act (29 C.F.R. 516.6) requires retention for 2 years, but Department of Labor can request documents going back 3 years.
- Citizenship or authorization to work. - Americans with Disabilities Act – Employer Record - Insurance/Retirement Plans - Occupational Injuries and Illness.		

PERSONNEL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
- Payroll – Basis on which wages are paid. - Physical/Medical Exams. Veterans – Military Leave.		
K-26. Occupational Injuries and Illness Records. OSHA Form 300 Log of Work Related Injuries and Illnesses.	*Retain 5 years following the end of the year to which records relate.	Occupational Safety and Health Act (29 C.F.R. 1904.9)
OSHA Form 300A Summary of Work Related Injuries and Illnesses.	*Retain 5 years following the end of the year to which records relate.	Occupational Safety and Health Act (29 C.F.R. 1904.9)
OSHA Form 301 Injury and Illness Incident Report (effective January 1, 2002).	*Retain 5 years.	Occupational Safety and Health Act (29 C.F.R. 1904.9)
K-27. Older Workers Benefit Protection Act – Employer Records. Same employer records retention requirements as the Age Discrimination in Employment Act (ADEA). Waiver of Age Discrimination in Employment Acts rights.	*Retain 3 years to comply with statute. Retaining as a personal record is recommended.	Age Discrimination in Employment Act (29 C.F.R. 1627.3, 29 C.F.R. 1602.30) Keeping waiver forever will assure that record is available to use in defense of an Older Workers Benefit Protection Act waiver of rights discrimination charge.
K-28. Payroll Records – Additions or Deductions from Wages Paid. All records used by the employer in determining additions to or deductions from wages paid.	Retain 5 years.	28 U.S.C. § 1658; <i>Jones v. R.R Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
K-29. Payroll Records – Age Discrimination in Employment Act. Payroll or other records containing each employee's name, address, date of birth, occupation, rate of pay, and compensation earned per week.	Retain 5 years.	28 U.S.C. § 1658; <i>Jones v. R.R Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
K-30. Payroll Records – Basis on Which	Retain 5 years.	28 U.S.C. § 1658; <i>Jones v.</i>

PERSONNEL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
Wages are Paid. - The basis on which wages are paid must be documented in sufficient detail to permit calculation for each pay period. The records may include payments of wages, wage rates, job evaluation, merit and incentive programs, and seniority systems. - The basic reason for these records is to give the Wage and Hour Division an indication of whether or not sex discrimination exists. - Although there is no specific form furnished by the Wage and Hour Division to calculate benefits costs, the data necessary to calculate these costs should be readily available to Wage and Hour audit personnel.		<i>R.R Donnelley & Sons Co.</i>, 541 U.S. 369 (2004).
K-31. Payroll Records for FLSA-Exempt Employees. (Bona fide executive, administrative, and professional employees). - Name of employee (as used for Social Security purposes) and identifying number or symbol, if such is used on payroll records. - Home address, including ZIP code. - Date of birth if under 19 years of age. - Sex and occupation. - Time of day and day of week in which employee's workweek begins, if this varies between employees; otherwise, a single notation for the entire	Retain 5 years.	28 U.S.C. § 1658; <i>Jones v. R.R Donnelley & Sons Co.</i>, 541 U.S. 369 (2004). Records of hours worked are recommended for Department of Labor Wage and Hour Audits.

PERSONNEL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
establishment will suffice. • Total wages paid each pay period. • Dates of payment and pay period covered.		
K-32. Payroll Records – FLSA Non-Exempt Employees. All required for exempt employees plus: • Regular hourly rate of pay for any week when overtime is worked and overtime compensation is due. (May be in the form of vouchers or other payment data.) • Daily hours worked and total hours worked each work week. (Workday may be any consecutive 24-hour period, and work week is any fixed and regularly recurring period of 7 consecutive days.) • Total daily or weekly straight-time earnings or wages due for hours worked during the workday or work week. • Total premium pay for overtime hours. This premium pay for overtime hours excludes the straight-time earnings for overtime hours recorded under the above item. • Total additions to or deductions from wages paid each pay period, including employee purchase orders or wage assignments. Also, in individual employee records, the dates, amount, and nature of the items that make up the total additions and deductions.	Retain 5 years.	28 U.S.C. § 1658; <i>Jones v. R.R Donnelley & Sons Co.</i>, 541 U.S. 369 (2004).

PERSONNEL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
K-33. Payroll Records – Title VII Purposes. Rates of pay or other terms of compensation.	Retain 5 years from date record is made or personnel action taken, whichever is later.	28 U.S.C. § 1658; <i>Jones v. R.R Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
K-34. Permit – Required Confined Space. Canceled permit entry forms and training certification.	*Retain 1 year.	Occupational Health and Safety Act (29 C.F.R. 1910.146(e) (6)), (29 C.F.R. 1910.146 (g) (4)).
K-35. Personnel Files. File for each employee tracking pay, benefits, performance evaluations, personnel actions, and employee's hiring and termination.	Retain 7 years after termination. NOTE: *Retain medical records for 30 years after termination. *Retain exposure records for at least 30 years.	Based on 5-year statute of limitations for personnel actions plus 2 years. (29 C.F.R. 1910.1020 (d) (1)).
K-36. Personnel Policies. Policies of the office regarding hiring procedures, leave, benefits, personnel rules and regulations, fair and reasonable complaint conference and hearing procedures for employees dismissed, demoted, or suspended, etc. Certain policies are required under T.C.A. §§ 6-54-123, et seq. Additional policies would be optional. The policy may not grant a property right or contract rights to a job to any employee.	Retain 3 years after the policy is superseded. NOTE: A copy of the resolution or ordinance adopting the policy, or its caption, shall be published in a newspaper of general circulation in the municipality before final adoption. A copy of the personnel policy shall be kept in the office of the city recorder or clerk and made available to an employee upon request.	28 U.S.C. § 1658; <i>Jones v. R.R Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
K-37. Physical/Medical Records. Results of physical examinations considered in connection with personnel action.	Retain 5 years.	28 U.S.C. § 1658; <i>Jones v. R.R Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
K-38. Physical/Medical Records Under FMLA. Records and documentation, including an FMLA leave request relating to	*Retain 3 years. No particular order or form of records is required.	Family and Medical Leave Act (29 C.F.R. 825.500)

PERSONNEL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
medical certifications, re-certifications, or medical histories of employees or employee's family members shall be maintained in separate files/records and be treated as confidential medical records, except that: - Supervisors and managers may be informed regarding necessary restrictions and accommodations, not the true nature of the condition. - First aid and safety personnel may be informed (when appropriate) if the employee might require emergency treatment. - Government officials investigating compliance with FMLA shall be provided relevant information.		
K-39. Physical/Medical Records Under OSHA. Complete and accurate records of all medical examinations required under OSHA law.	Retain for duration of employment plus 30 years unless specific OSHA standard provides a different time period.	Occupational Safety and Health Act (29 C.F.R. 1910.1020).
K-40. Promotion records or Notices.	Retain 5 years from date record is made or personnel action is taken, whichever is later.	28 U.S.C. § 1658; <i>Jones v. R.R Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
K-41. Seniority or Merit rating Systems.	Retain for the period that the plan or system is in effect plus 5 years.	28 U.S.C. § 1658; <i>Jones v. R.R Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
K-42. Termination Records.	Retain 5 years from the date the record is made or personnel action taken, whichever is longer.	28 U.S.C. § 1658; <i>Jones v. R.R Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
K-43. Time Worked Records. All basic time and earnings cards or sheet and work	Retain 5 years.	28 U.S.C. § 1658; <i>Jones v. R.R Donnelley & Sons Co.</i> ,

PERSONNEL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
production sheets of individuals where all or part of the employee's earnings are determined.		541 U.S. 369 (2004).
K-44. Transfer Records.	Retain 5 years from the date record is made or personnel action taken, whichever is later.	28 U.S.C. § 1658; <i>Jones v. R.R Donnelley & Sons Co.</i> , 541 U.S. 369 (2004).
K-45. Travel Authorizations.	Retain 5 years after creation of record.	Keep for audit purposes.
K-46. Veterans, Military Leave. Organizations must grant leaves of absence to perform military obligations. Service limits are set on the amount of time an employee may spend on active duty and still be eligible for reemployment. Employees are reemployed to their former positions or a position of like status and pay with seniority and vacation as if they had not taken military leave.	Retain 7 years.	Uniform Services Employment and reemployment Rights Act (5 C.F.R. 1208). NOTE: Retention period not specified by regulations. The service limit on the time an employee may spend in active duty and still be eligible for reemployment can be up to 5 years.
K-47. W-2s. Annual wage and tax statements.	Retain 7 years.	Keep for audit purposes.
K-48. W-4s. Withholding allowance certificates.	Retain 5 years after superseded or upon separation of employee.	Keep for audit purposes.
K-49. Wage Rate Tables. All tables or schedules (from their last effective date) of the employer that provide rates used to compute straight-time earnings, wages, or salary or overtime compensation.	*Retain 3 years.	Fair Labor Standards Act (29 C.F.R. 516.6) requires 2-year retention, but Department of Labor can request records going back 3 years.

*Indicates a mandatory retention period based on state and federal law.

Planning and Zoning Schedule

PLANNING and ZONING RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
L-1. Board of Zoning Appeals Action. Application or documentation for hearing and decision before Board of Zoning Appeals.	Application – 1 year after the application. Disapproval – 1 year after action. Approved Action – permanent record.	Statute of Limitations. Variance runs with land.
L-2. Minutes of Commissions and Boards. Recorded minutes of the planning commission and board of zoning appeals. All recorded actions of planning commission and board of zoning appeals, including records of members present and their voted on matters presented, the nature and results of votes.	Permanent record.	Actions recorded in minutes are effective until superseded or rescinded. Keep for historical purposes.
L-3. Plan and Plat Records. Drawings and blueprints of farms, subdivisions, cemeteries, city lots, and street improvements, showing name of subject, date of drawing, boundaries, scale used, location, name of engineer making survey, name of draftsman, and certificate of registration.	Permanent record.	Could have bearing on land title.
L-4. Reports/Recommendations of the Planning Commission to the Governing Body. All transmittals to governing body with recommendations regarding zoning, annexations, etc.	Permanent record.	Keep for historical purposes.
L-5. Request for Zoning Change. Request for permanent change to zoning map.	Retain for 5 years.	Appeals.
L-6. Studies and Reports of the Planning Commission. All studies and reports, including comprehensive plans, future facilities plans, etc.	Permanent record.	Keep for historical purposes.
L-7. Subdivision Regulations.	Permanent record.	Documents must be retained to provide evidence of their existence and proof of their lawful enactment. Superseded documents have historical

PLANNING and ZONING RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
		and legal value.
L-8. Zoning Map and Ordinance.	Permanent record.	Documents must be retained to provide evidence of their existence and proof of their lawful enactment. Superseded documents have historical and legal value.

Police Records Schedule

Reference Number: MTAS-693

Reviewed Date: 12/16/2022

POLICE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
M-1. Accident Reports. Motor vehicle accident reports giving location of the accident, persons and vehicles involved, time of accident, injuries, witnesses, diagram of accident, and condition of persons involved.	Retain 4 years unless needed longer for local statistical analysis.	Record may be used in litigation. Retention period bases on statute of limitations for actions for injury to personal property plus 1 year. T.C.A. § 28-3-105.
M-2. Armory Records. Records regarding acquisitions, requisitions, check-ins, etc.	Retain for 10 years.	Keep in case of potential liability.
M-3. Arrest Records. Includes offense and incident reports and indexes citation	Retain 100 years. If subject is found "not guilty", then original arrest records should be	Retaining originals is

POLICE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
in lieu of arrest form. Information includes name, alias, address, date and time of offense, date of birth, age, place of birth, description, place of arrest, charge, disposition at time of arrest, warrant number, name of court, accomplices, vehicle information, arresting officer, remarks, signature of arresting officer.	retained until the records are transferred to an acceptable storage medium such as microfilm. If subject is convicted, retain original until exhaustion of all appeals or termination of probation or sentence; further, the originals are not to be destroyed thereafter until transferred to an acceptable space-saving medium for storage or the retention period has elapsed. Arrest index card should remain active until the death of the subject, which can be presumed 100 years after the event. Consider donating to the archive.	necessary for continuing investigation purposes. Retaining record in space-saving storage medium is based on life of individual.
M-4. Case Files. Copies of all pertinent records for whatever nature relevant to a particular case under or pending investigation, accumulated in a single file by the investigator or the agency to facilitate the investigation or prosecution of offenders. May include copies of incident reports; supplementary report; missing persons/runaway report; arrest report if part of criminal case file; copies of citation-in-lieu of arrest; property receipt; vehicle tow slip; statement form; blood alcohol test and accident report; other relevant reports; and relevant photos or drawings.	Retain originals until 1 year after statute of limitations has run. After statute of limitations has run, retain in an acceptable space-saving medium 100 years except for Missing Persons/Runaway records; which are not to be destroyed if needed by juvenile authorities, and destruction should not violate National Crime Information Center (NCIC) requirements. (NCIC requirements may vary based on specific contract provisions.) Consider donating to archive.	Retaining originals is necessary for continuing investigation purposes. Retaining record in space-saving storage medium is based on life of individual.
M-5. Fingerprint Records.	Death of subject or reasonable presumption of death, i.e., 100 years. NOTE: See T.C.A. § 37-1-155 for detailed information regarding treatment of fingerprint records of juveniles.	Retention period based on life of subject.
M-6. Identification Files. Records kept for identification purposes, including fingerprints, photographs, measurements,	Death of subject or reasonable presumption of death, i.e., 100 years.	Retention period based on life of

POLICE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
descriptions, outline pictures, and other available information.		subject.
M-7. In Patrol Dash Camera Video.	Retain as long as needed for administrative purposes when the video captures no criminal activity, arrest, conduct related to criminal activity, acts that could create civil liability for the law enforcement agency or conduct that could result in an internal affairs investigation. When a video captures criminal activity or acts that create potential civil liability for the law enforcement agency, the video should be maintained until the statute of limitations runs on the criminal activity or the civil liability (one year for civil rights claims or three years for property damage claims). See Tennessee Code Annotated Title 39 for classifications of criminal offenses and T.C.A. §§ 40-2-101 and 40-2-102 for applicable statute of limitations for the offenses. When the video captures conduct that could result in an internal affairs investigation, the video should be maintained until the investigation is concluded. When the video captures an arrest, the video should be maintained until the final adjudication of the case, through the appeals process.	
M-8. Incident Reports (Offense or Complaint Reports). Show name and address of person reporting offense, file and case number, place of occurrence, investigating officer, time, date, how report was made, and officer assigned to the case. May include dispatcher cards regarding calls. This includes Tennessee Basic Law Enforcement Records System	Retain felonies for 16 years. Retain capital offenses permanently. If record is unrelated to a felony or other case under investigation, retain original 5 years if stored in an acceptable space-saving storage medium. If record is related to a felony or other case under investigation, retain 100 years except for Missing Person/Runaway Records, which are not to be destroyed if	Retention period based on statute of limitations of incident.

POLICE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
(TBLERS) Complaint, Offense, Supplementary, Missing Person, Runaway Reports (individual and collective).	needed by juvenile authorities, and destruction should not violate National Crime Information Center (NCIC) requirements. (NCIC requirements may vary based on specific contract provisions.)	
M-9. Internal Investigation Records. Records of investigations resulting from a complaint against an employee of the police department. Includes notification of complaint, investigation files, any associated medical files, and any written decisions, orders, or disciplinary actions. Maintain security and confidentiality of files.	Retain for term of employment of officer or 10 years, whichever is longer.	Record retains significance in personnel decisions, promotion, dismissal, etc., and for defense of litigation.
M-10. Missing Persons/Runaway Records.	Retain 100 years but not to be destroyed if needed by juvenile authorities or to comply with National Crime Information Center (NCIC) requirements. Moving information to an acceptable space-saving storage medium is recommended.	Retention is necessary for continuing investigation purposes and is based on life of individual.
M-11. Mittimus (Committal Records). Commitments to jail, showing name of person committed, offense charged, name of prosecutor, amount of bail, date, and signature of judicial officer.	Retain 10 years.	Record may be used as back-up documentation for board bill and cost summaries.
M-12. Parking Tickets.	Retain 3 years.	Statistical data.
M-13. Processes Served, Record of. Record of warrants, capiases, summonses, and other papers served.	Retain 3 years after last entry.	Keep for nonfinancial audit purposes.

POLICE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
M-14. Radio Logs. A record of radio calls giving time called, car or station calling, car or station called, car location, nature of call, and acknowledgement.	Retain 3 years, unless legal action is pending.	Retention period based on likely time of complaint or legal action.
M-15. Traffic Citations, Copies. (Originals are kept by court. See page 36 on court records.)	Retain 3 years.	Statistical data.
M-16. Training Records. Records of participation in training programs, sign-in sheets, lesson plans, videotapes, certifications, etc.	Retain for career of officer plus 10 years where information is kept in personnel file.	Records useful to make employment and promotion decisions and for continuing education program. Also, vital record in defending lawsuits against department alleging improper actions of employees.

Property Tax Records

Reference Number: MTAS-695

Reviewed Date: 09/09/2023

PROPERTY TAX RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
N-1. Aerial Photographs. Aerial photographs of flyovers. Negatives may be available at the State Department of Transportation' photographic lab.	Permanent record.	Keep for operational purposes through correction period and greenbelt recertification to cover appeal period. This record series has high historical and archival value and should be preserved for those reasons.
N-2. Appeals and Reports to the State Board of Equalization and Court Appeals. These records consist of notice of hearing, name of property owner, appeal from county board of equalization, assessment, address, and time and place of hearing. Also included in this group of documents are documents involving appeal to the courts. Consider getting copies from the assessor's office.	Retain until final determination of issue.	Keep to make certain the ruling is properly applied and that all parties understand the final determination of the issue.
N-3. Assessment Exemptions, Applications for. Copies of applications showing property owner's name, address, ward or district, date acquired, lot size or acreage, value, how property used, other purposes to be used for, signature of applicant, and notarization. Consider getting copies from the assessor's office.	Retain 2 years.	Keep to identify exempt property owners.
N-4. Board of Equalization, Certification of Assessment, Copies of. Certificate required by T.C.A. § 67-5-1410 wherein members of board of equalization certify that all appeals of assessments and classifications of property have been examined and changes made that are proper, just, and equitable and are prescribed by law. Consider getting copies from the assessor's office.	Retain 2 years.	Keep for audit purposes.
N-5. Certificates of Public Utilities Tax Valuations by Office of State Assessments, Copies of. Tax roll listing total assessment of public utilities in the	Retain annual assessment 1 year then destroy. State office maintains the	This record is like a tax roll for public utilities that are assessed by the state.

PROPERTY TAX RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
city by the Office of State Assessed Properties.	record.	
N-6. Delinquent Real Estate Tax Reports. Annual reports to the county trustee by the collector of city taxes of all delinquent taxpayers.	Retain 15 years after date of creation.	Keep for audit purposes. Report is required by T.C.A. § 67-5-1903 (a). Collection is barred after 10 years past due date. T.C.A. § 67-5-1806.
N-7 Delinquent Tax Receipt Books. Receipts issued for payment of delinquent realty and personal taxes, showing receipt number, date issued, name of taxpayer, amount, year of assessment, etc. Does not have to be kept in book. The book or receipt is obsolete if computerized and in compliance with electronic data processing (EDP) standards.	Retain 15 years after issuance of last receipt in book or 15 years after creation of receipt if not in book or information is stored electronically.	Keep for audit purposes. Collection is barred after 10 years past due date. T.C.A. § 67-5-1806.
N-8. General (Miscellaneous) Receipt Ledgers. Record of funds received on general accounts, including such payments as state and city taxes, interest, fees, and penalties on delinquent taxes, showing date of payment, name of payor, amount, fund credited, and balance. The information is included in the journal package of most software in computerized cities. If stored electronically in compliance with electronic data processing (EDP) standards, paper copy is not necessary.	Retain 15 years after last entry. If stored electronically, retain 15 years after date of creation of record.	Keep for audit purposes. Collection is barred 10 years past due date. T.C.A. § 67-5-1806.
N-9. Land Sold for Taxes, Record of. Record of court land sales, showing name of the court, style of case, location and description of property, by what process land was sold, and date of sale.	Permanent record.	Record affects land title.
N-10. Liens, Tax. Record of tax lien notices filed against property owners, including violators of the internal revenue law, showing name and address of property owner date of filing, amount of	Permanent record.	Impractical to ascertain expiration of lien to know when record could be destroyed.

PROPERTY TAX RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
assessment and penalty, and discharge notice date.		
N-11. Personal Property, Audit Records. Supporting information and documentation for audit. Consider getting copies from the assessor's office.	Retain 2 years.	Retain in case of forced assessments. Destroy after use.
N-12. Property Tax Relief Application and Reports. Record of property tax deferrals for elderly low-income homeowners, disabled homeowners, and disabled veterans.	Retain until audited and updated version received.	Working paper as defined in T.C.A. § 10-7-301 (14).
N-13. Tax/Assessment Rolls. Record of all assessments on real and personal property., showing name of taxpayer, civil district or ward, location and description of property, assessed valuation, date of assessments, acreage of farmland, and number of town lots.	Retain 15 years.	Retention based on time period for corrections, rollback issues, and delinquent property tax lawsuits. General statute of limitations on property tax actions is 10 years from April 1 of the year following the year the taxes became delinquent. T.C.A. § 67-5-1806. Additional time is given for cases that may be delayed due to bankruptcy or appeals. CTAS recommends this record be stored as a permanent record with the county trustee.
N-14. Tax Bills.	Retain 1 year.	Working papers.
N-15. Tax Cases Sent to Clerk and Master, Record of. Record of delinquent land tax cases filed in chancery court (sometimes circuit court) showing property owner's name, district or ward, property boundaries, acres, valuation, total tax due, and remarks.	Retain 15 years.	General statute of limitations on property tax actions is 10 years from April 1 of year taxes following year became delinquent. T.C.A. § 67-5-1806. Additional time is given for cases that may be delayed due to bankruptcy.
N-16. Tax maps (Ownership Maps and Index, Rural and Urban). These maps reflect the status of real property as of January 1 of each year.	Consider keeping as working papers. Retain only current and one previous	As working papers, no mandatory retention required. Useful in office for tracking property changes and as evidence in challenges to tax sales.

PROPERTY TAX RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
	generation of ownership maps and indexes. Older generations of photographs may be removed from office but if removed should be transferred to archive or library.	This record series has a high historical and archival value and should be preserved for those reasons, although it is not necessary to maintain the older records that are in assessor's office.

Purchasing Records

Reference Number: MTAS-696

Reviewed Date: 11/10/2022

PURCHASING RECORDS RETENTION SCHEDULE

Description of record	Retention Period	Legal Authority/ Rationale
O-1. Bids. Records showing bidder's name, complete description of item(s), delivery date, amount of bid, and any correspondence with the bidder. Includes any advertisements. Includes unsuccessful bids.	Retain 7 years after contract expires.	Based on statute of limitations for legal action based on breach of contract plus 1 year. T.C.A. § 28-3-109.
O-2. Contracts. Contracts between the city and other contractors.	Retain 7 years after termination of contract.	Based on statute of limitations for actions for breach of contract. T.C.A. § 28-3-109.
O-3. Minutes of Bid Openings. Record of bid openings showing item, vendor, bid price, and whether bid was successful.	Retain 1 year after award.	Necessary in case of challenge to bid award.
O-4. Purchase Orders.	Retain 5 years after creation of the record.	Keep for audit purposes.
O-5. Requisitions and Requisitions for Purchase. Records for requests for supplies and equipment in cities with centralized purchasing departments or offices.	Retain 5 years after creation of the record.	Keep for audit purposes.
O-6. Street Contracts and Bonds. Contracts entered into between city and street contractors for the construction and upkeep of roads. May include bonds of contractors guaranteeing compliance with terms of contracts, showing names of principals and sureties, description, specifications, amount of consideration, dates of bonds, and signatures of principals and sureties, showing name of contractor, date, building	Retain contracts until expiration of guarantees. If no guarantees are involved, destroy 7 years after completion of the contract. Retain bonds 7 years after release,	Based on statute of limitations for breach of contract actions plus 1 year.

specifications, and amount of consideration.

replacement, or
expiration.T.C.A. §
28-3-109.

Recreation and Parks

Reference Number: MTAS-699

Reviewed Date: 11/10/2022

RECREATION and PARKS RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
P-1. Liability Releases. Forms signed by participants in recreation activities absolving municipality of liability.	Retain 2 years. (If subject of lawsuit, keep until final determination.)	Based upon statute of limitations for tort actions plus 1 year.
P-2. Rosters of Activity Participants. Lists of persons participating in recreation activities.	Retain 2 years. (If subject of lawsuit, keep until final determination.)	Based upon statute of limitations for tort actions plus 1 year.
P-3. Safety Inspections of Playgrounds and Equipment. Records of inspections and maintenance or repairs to grounds and equipment.	Retain 5 years. (If subject of lawsuit, keep until final determination.)	Possible significance in tort actions based upon defective structure.
P-4. Swimming Pool Records. Records relative to swimming pool use, including users, safety measures, and chemicals.	Retain 2 years. (If subject of lawsuit, keep until final determination.)	Based upon statute of limitations for tort actions plus 1 year.

School Records

Reference Number: MTAS-700

Reviewed Date: 11/14/2022

SCHOOL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
Q-1. Accountability for 200 Days. Record details use of 200 days and in-service training.	Retain 5 years.	Audit standard authorized by Tennessee

SCHOOL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
Q-2. Annual Report of Professional Personnel. Report made to the Tennessee Department of Education listing alphabetically all teachers and other professional personnel in the school system. This report shows for each professional the name of the school assigned, grades taught, whether full time or part time, and the number of months paid. The report also shows the number of principals, the number of teachers or other professionals in the school, kinds of certificates or permits, expiration date, and data on training, experience, salary, and such other information as required by the Tennessee Department of Education.	Retain 10 years before eligible for destruction. NOTE: This record may be useful as a back-up to payroll records for determining retirement status. Consider keeping this record 40 years if there is any question of availability or accuracy of payroll records.	Department of Education Administration Rule 0520-1-02-.13. T.C.A. § 49-6-3004. Audit standard authorization by Tennessee Department of Education Administration Rule 0520-1-02-.13. (No retention schedule in rule.)
Q-3. Attendance Agreements of Out-of-District and Out-of-State Students. Agreements from the superintendent of education regarding students attending schools out of the district or state in which student resides.	Retain 5 years.	Audit standard authorized by Tennessee Department of Education Administration rule 0520-1-02-.13.
Q-4. Audits of Internal School Activity Funds. Audit report of activity funds handled by individual schools.	Permanent record.	T.C.A. § 6-56-105.
Q-5. Audits of Local School Systems. Audits of funds administered by superintendent of education showing date of audit, balances under previous audits, receipts and disbursements, balances carried forward, and total figures.	Permanent record.	T.C.A. § 6-56-104.

SCHOOL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
Q-6. Budget, Annual Operating. Annual approved budget document conforming to standards of the Tennessee Department of Education. Document shows anticipated revenues from all sources and estimated expenditures for the fiscal year.	Retain 5 years.	Audit standard authorization by Tennessee Department of Education Administration Rule 0520-1-02-.13.
Q-7. Building Plans. Blueprints and specifications for buildings in the city school system.	Retain for life of building (plus additional time if litigation could arise from a building's early demise). Consider donating to archive.	Necessary for maintenance and operation of physical plant.
Q-8. Bus Operator's Bonds (Blanket Bonds). Yearly bonds, executed by school bus drivers acting as independent contractors, to insure faithful performance of the driver as specified in contract with the city school system.	Retain 3 years after release, replacement, or expiration of the bond, or 3 years after termination of the contract.	Keep for reasonable period of time for claims to be made against bond.
Q-9. Career Ladder – Certification Recommendation Form. Record advances of licensed personnel through credentialing system.	Permanent record. Must be photographically recorded in procedure approved pursuant to T.C.A. § 10-7-501. Keep originals for 1 year, then either return originals to educator if requested, or destroy them.	T.C.A. § 49-1-302
Q-10. Career Ladder – Local Evaluation Report Form for Probationary, Apprentice and Career Level I Teachers. Report results of local evaluation of teachers.	*Permanent record. Must be photographically recorded in a procedure approved pursuant to T.C.A. § 10-7-501. Keep originals for 1 year after certification decision including appeals, then return originals to educator, if requested, or destroy them.	

SCHOOL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
Q-11. Census Records. Census of all school-age children in the city, showing name, age, and address of child; district number, names of parents, grade in school, and name of school attended. This record is no longer required.	Permanent record.	Audit standard authorized by Tennessee Department of Education Administration Rule 0520-1-02-.13.
Q-12. Certificates and Certificated Personnel. Permanent certificates issued to employed teachers and other certificated personnel by the Tennessee Department of Education.	Retain until employment of the person is terminated; then return to the person or to the next of kin if the person is deceased.	Necessary record for length of employment.
Q-13. Contracts, Construction. Contracts between the school system and contractors for construction work, showing name of contractor, date, building specifications and amount of consideration.	Retain 7 years or until expiration of guarantees. If no guarantees are involved, retain 7 years after completion of contract.	Based on statute of limitations for actions for breach of contract plus 1 year. T.C.A. § 28-3-109.
Q-14. Contracts, Employee. Contracts between board of education and all employees.	Retain until 7 years after termination of employment.	Based on statute of limitations for actions for breach of contract plus 1 year. T.C.A. § 28-3-109.
Q-15. Contracts, Personal Service of Independent Contractor. Contracts between the board of education and operators of school buses and other independent contractors.	Retain 7 years after termination of contract.	Based on statute of limitations for actions for breach of contract plus 1 year. T.C.A. § 28-3-109.
Q-16. Cumulative Pupil Record. Record of each pupil in the school system, showing the pupil's name, address, parents' names and occupations,	Permanent record.	Historical document. Proof of education.

SCHOOL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
complete school record, achievement test results, health record, school activities and counselors' notes, and other information deemed appropriate by the Tennessee Department of Education.		Keep permanently to comply with procedures established by the Tenn. Dept. of Education Office of Accountability.
Q-17. Deeds. Original deeds to school property, showing date, description, and location of property, consideration, and signature of grantor.	Permanent record.	Establishes property rights.
Q-18. Eighth Grade Graduates Report. Duplicates of reports to the Tennessee Department of Education of those eligible to receive diplomas, showing year of graduation, name of school, name of student, and date of report. This record is no longer required.	Permanent record.	Historical document. Proof of education.
Q-19. Federal Title Projects Records. Record of federal "title" projects of all types, including funds received and disbursed.	Current year records plus the previous 3 years of records must be maintained. Other records to facilitate an effective audit, whether in process or not, must be maintained. (An example of this is International Association of Sound and Audiovisual Archives (IASA), Title I projects, which are written for 5 years. Toward the end of the 5 – year cycle, records should not be destroyed so that an effective audit can be conducted.)	Audit standard authorized by Tennessee Department of Education Administration Rule 0520-1-02-.13.
Q-20. Final BEP Accountability Summary. Report showing how the local school district has spent improvement funds received from the state through the Basic Education Program (BEP).	Retain 5 years.	Audit standard authorized by Tennessee Department of Education

SCHOOL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
		Administration Rule 0520-1-02-.13.
Q-21. Financial Report, Annual Public School. An annual report of the school system's financial condition made to the Tennessee Commissioner of Education.	Retain 10 years. NOTE: These reports can be important for research purposes and performing statistical analysis of the school system. May want to keep for 25 years for those purposes.	Audit standard authorized by Tennessee Department of Education Administration Rule 0520-1-02-.13.
Q-22. Fire Safety Inspection and Similar Reports. Duplicates of reports made by the Tennessee Department of Insurance, Division of Fire Protection, showing date, name of inspector, name and location of school, condition, etc.	Retain until new inspection report is received.	Important for liability purposes to keep a record of the most recent inspection.
Q-23. Fixed Assets. Comprehensive inventory of all school assets.	Retain 5 years.	Audit standard authorized by Tennessee Department of Education Administration Rule 0520-1-02-.13.
Q-24. General Ledger Accounts. Record of all receipts and disbursements for the department, showing date of entry, amount, source of receipt or purpose of payment, amount of debit or credit, and name of account credited or charged. (Also see F-15 and F-21.)	Permanent record.	Audit standard authorized by Tennessee Department of Education Administration Rule 0520-1-02-.13. Permanent retention is recommended by comptroller in the Internal Control

SCHOOL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
		and Compliance Manual for Tennessee Municipalities.
Q-25. High School Diploma Certification and Roster of Graduates. List of graduating seniors and preparation of diplomas.	Permanent record.	Important historical value and useful proof of graduation.
Q-26. Home School Registration Form. Application for conducting a home school as described in T.C.A. § 49-6-3050(b). Approved home schools must also provide test results for students at grades 2, 5, 7, and 9. Request for waivers should be included in records as appropriate.	Retain 5 years after student graduates or drops.	Keep for audit purposes.
Q-27. Immunization Records. Described in T.C.A. § 49-6-5002. Original record of immunizations must remain with each pupil's active cumulative folder. Original accompanies pupil's cumulative folder when transferring to another school. A copy of the immunization record should be kept with the pupil's inactive cumulative record.	Retain 100 years after student graduates or drops.	Important health record for establishing proof of immunization.
Q-28. Insurance Policies. Policies of all types insuring the school system against various risks of loss.	Retain 7 years after expiration or replacement by a new policy; then destroy if all claims on the policy have been settled.	Based on statute of limitations for breach of contract actions plus 1 year. T.C.A. § 28-3-109.
Q-29. Invoices (Also Purchase Orders, Requisitions, etc.). Original invoices, purchase orders, and requisitions used in purchasing goods for the school system.	Retain 5 years.	Audit standard authorized by Tennessee Department of Education Administration Rule

SCHOOL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
		0520-1-02-.13.
Q-30. Legal Opinions and Court Decisions. Records, including correspondence, stating or referring court decisions or legal opinions dealing with or affecting the school system.	Retain 20 years or until record no longer relevant, whichever is later.	Court opinions can have continuing impact on operations.
Q-31 Membership/Attendance Reports. Described in T.C.A. § 49-6-3007. [1] Superintendent's Membership /Attendance Report (S MAR) – District-wide report of membership and attendance in academic, vocational, special education, and adult education for each 20-day reporting period of the school year. [2] Superintendent's Annual Membership/ Attendance report (SAMAR) – District-wide year-end cumulative report of membership and attendance in academic, vocational, special education, and adult education. [3] School-level Monthly Attendance Report – Report of membership and attendance in academic, vocational, special education, and adult education at the school-level. [4] Transportation Report Generated by the Membership/Attendance Information System–School-level report generated by the automated membership/attendance information system that provides statistical data on students transported. [5] Attendance records (teachers' attendance records, sign-in/out rosters, absentee lists) –records of original entry that document student attendance on a daily basis. [6] Average Daily Membership Special Education Options by Primary and Secondary Report—Report generated by the D&A Census Program showing average daily membership of students receiving special education services for each 20-day	[1] *Retain 5 years. [2] *Retain 5 years. [3] *Retain 5 years. [4] *Retain 5 years. [5] *Retain 5 years [6] *Retain 5 years [7] *Permanent record	Procedures established by Tennessee Department of Education Administration, Office of Accountability.

SCHOOL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
reporting period of the school year.		
[7] File dump from the Membership/Attendance Information System—An electronic file dump from the membership/attendance information system data file, including demographic and event data for each student.		
Q-32. Minutes, Board of Education. Record of regular and called meetings of the board of education, showing place of meeting, date, members present, record of proceedings and action taken, date of final approval and signature of chairman and secretary.	Permanent record.	Actions recorded in minutes are effective until superseded or rescinded. Keep for historical purposes.
Q-33. Monthly Trustee's Report. Monthly record of funds collected, showing amounts distributed to the city school system and to any special school district in the county.	Retain 5 years.	Audit standard authorized by Tennessee Department of Education Administration Rule 0520-1-02-.13.
Q-34. Petitions. Petitions submitted to the superintendent or the board of education requesting the superintendent or the board to take certain actions.	If attached to minutes, retain until acted upon by the board of education. Otherwise, retain 3 years from the submittal date.	Keep for reasonable time in case there are inquiries regarding the petition.
Q-35. Preliminary Report-Grades PK-12 School Report. Report made to Tennessee Department of Education showing school's name, the number of full-time and part-time teachers, the number of boys and girls in each grade for each school, and such other information as the state requires for school approval decisions.	Retain 3 years.	Audit standard authorized by Tennessee Department of Education Administration Rule 0520-1-02-.13.
Q-36. Preliminary Staff Report. Report prepared	Retain 3 years.	Keep for

SCHOOL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
by each teacher in the local school district and sent to the Tenn. Dept. of Education. The report shows the teacher's classroom assignments period by period.		reasonable review period.
Q-37. Report of School System/School Compliance. Local school district report to the Tennessee Department of Education certifying that the district/school is in compliance with the laws, rules, regulations and minimum standards governing K-12 education.	Retain 5 years.	Audit standard authorized by Tennessee Department of Education Administration Rule 0520-1-02-.13.
Q-38. Requisitions for Equivalency High School Diplomas. Record of students passing GED examination and earning equivalent diplomas.	Permanent record.	Historical document. Proof of education.
Q-39. School Food Service Reports. Described in T.C.A. § 49-6-2303. Record of all pertinent information required by the Tennessee Department of Education dealing with school food service.	Retain all items except payroll records for the current year plus 3 previous years unless there is an active audit or investigation, in which case, the records must be retained until the audit or investigation is completed.	Audit standard is authorized by the Tennessee Department of Education Administration Rule 0520-1-02-.13.
Q-40. School Registers. Obsolete record. A daily record showing name, grade, age, and address of each pupil, name of parent(s) or guardian(s), school attended, and record of attendance. School records may be computerized or on paper.	Permanent record. This record is no longer created, but old copies should be kept permanently.	Keep for historical purposes.
Q-41. Special Education Census. Detailed account of all students with disabilities with option(s) of service. Required by T.C.A. § 49-10-302 (c) (2) and Tennessee Department of Education Administration Rule 0520-1-9-.03 (4). This record is the basis for state and federal funding.	Permanent record.	Keep in case of litigation regarding services rendered to or withheld from student.

SCHOOL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
Q-42. Special Education – Certification of Services and Listing of Inappropriately Served and of Suspended Students with Disabilities. Court requires report of number of students with disabilities in special category.	Permanent record.	Keep in compliance with court order.
Q-43. Special Education Record. A cumulative record that contains all specific information relating to the referral process, assessment, placement, and option of service for each special education child. Required by T.C.A. § 49-10-302 (c) (2) and Tennessee Department of Education Administration Rule 0520-1-9.	Permanent record.	Keep in case of litigation regarding services rendered to or withheld from student.
Q-44. Statistical Report, Annual. Report submitted to the Tennessee Department of Education by the superintendent showing for each school system the grades in the schools, total enrollment, number of students previously enrolled elsewhere, net enrollment (boys and girls), total number of days present, number of days in the school session, average daily attendance, and other statistical information.	Retain 3 years.	Keep as supporting documentation for the annual report by the commissioner of education, which is required by T.C.A. § 49-1-211.
Q-45. Superintendent's Report of Suspensions and Expulsions. End-of-year report containing statistical data on suspensions and expulsion as required by the Tennessee Department of Education.	Retain 3 years.	Keep as supporting documentation for annual report by the commissioner of education, which is required by T.C.A. § 49-1-211(a)(8)(a).
Q-46. System-Wide Personnel Compliance Sheet. Report shows the system-wide personnel by name and teacher number for positions for which there is a state employment standard.	Retain 3 years.	Keep as supporting documentation for annual report required by

SCHOOL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
		T.C.A. § 49-1-302 (a) (5) (A) (i).
Q-47. Textbook Reports. [1] Certification of Adoption by Local Board of Education – Official list of adopted textbooks required by T.C.A. § 49-6-2207. [2] Certification of Compliance-Assurance that local system has furnished required textbooks to students, signed by the superintendent. [3] Plan for Estimating School System Expenditures for Library and Instructional Material and Supplies and School Health Services – Report details estimated expenditures for funds allocated for the items noted above.	Retain 7 years after termination date of contract.	T.C.A. § 28-3-109 (a) (3).
Q-48. Transportation Report, Annual Pupil. Report to the Tennessee Department of Education giving information on the age, size, condition, etc. of school buses; average daily transported; and miles traveled.	*Retain 5 years.	Procedure set by Tennessee Department of Education Administration, Office of Accountability, requires that the report be kept for 5 years.
Q-49. Vocational Education Final Expenditure Report. Reports final expenditures for federal reporting and any carryover funds to be allocated.	Retain 3 years.	Audit standard authorized by the Tennessee Department of Education Administration Rule 0520-1-02-.13.
Q-50. Vocational Education – Mgt. Info. Svs. (MIS) Enrollment Form. Record provides statistical data on students and class enrollment	Retain 3 years.	Audit standard authorized by the Tennessee

SCHOOL RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
necessary for funding purposes.		Department of Education Administration Rule 0520-1-02-.13.
Q-51. Vocational-Technical Education (Adult) Statistical Report. Report class titles, student demographic information, total hours, and funding sources for adult vocational education classes provided by local school districts.	Retain 3 years.	Audit standard authorized by the Tennessee Department of Education Administration Rule 0520-1-02-.13.

*Indicates a mandatory retention period based on state and federal law.

Solid Waste Records

Reference Number: MTAS-701

Reviewed Date: 12/15/2022

SOLID WASTE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
R-1. Amount of Solid Waste (in Tons) Received at Municipal Solid Waste Facilities, Record of. Required by T.C.A. § 68-211-871 (e). Records for the current month shall be maintained at the facility and open for inspection by the Tennessee Department of Environment and Conservation. All other records shall be maintained at suitable office space to protect them from damage or loss.	Retain 3 years.	Tenn. Comp. R. & Regs. 0400-11-01-.08 (3) Mandatory only if city operates a landfill.
R-2. Annual Report of Materials Collected at Recycling Center by Operator. Copy of annual report of recovered materials processed at the facility, listed by type of material, sent to the Department of Environment and Conservation.	Retain 10 years.	Retention period based on planning cycle of 10-year regional plan. Mandatory only if city

SOLID WASTE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
Report is required by T.C.A. § 68-211-871.		operates a landfill.
R-3. Approved Permit Applications for Solid Waste Disposal Facilities. Records of all data and supplemental information used to complete permit applications. Includes copy of the permit and the approved Part I and Part II application. Maintain at the facility or another location with the approval of the department.	*Retain throughout the active life of the facility and through the post-closure care period.	Tenn. Comp. R. & Regs. 0400-11-01-.02 (3) (iv) and 0400-11-01-.02. Keep to show compliance with regulations in order to defend against Superfund liability. Mandatory only if city operates a landfill.
R-4. Closure/Post-Closure Landfill Plan. Plan identifying the steps necessary to completely or partially close the facility at any point during its intended operating life and to completely close the facility at the end of its intended operating life, identifying the activities that will be carried on after closure and the frequency of these activities.	*Retain up-to-date plan throughout the active life of the facility and through the post-closure care period.	Tenn. Comp. R. & Regs. 0400-11-01-.08 (3) Keep to show compliance with regulations in order to defend against Superfund liability. Mandatory only if city operates a landfill.
R-5. Gas Migration Control Standard. Records of monitoring to ensure compliance with gas migration control standards. Monitoring must occur at least quarterly and must conform to standards for Monitoring Records listed in R-7.	*Retain throughout the active life of the facility and through the post-closure care period.	Tenn. Comp. R. & Regs. 0400-11-01-.04(5)(a)(4). Keep to show compliance with regulations in order to defend against Superfund liability. Mandatory only if city operates a landfill.
R-6. Groundwater Sampling Records. Records of all groundwater sampling activities conducted, sample analysis results, and associated groundwater surface elevation. Keep at	*Retain throughout the active life of	Tenn. Comp. R. & Regs. 0400-11-01-.04 (7) (a) (4)

SOLID WASTE RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
the facility or another approved location.	the facility and through the post-closure care period.	Keep to show compliance with regulations in order to defend against Superfund liability. Mandatory only if city operates a landfill.
R-7 Monitoring Records. Records of facility monitoring, including date, place, and time of sampling or measurements; individual performing the measurement; date of analysis; individual performing the analysis; analytical techniques used; and the results of the analysis.	*Retain throughout the active life of the facility and through the post-closure care period.	Tenn. Comp. R. & Regs. 0400-11-01-.13 Keep to show compliance with regulations in order to defend against Superfund liability. Mandatory only if city operates a landfill.
R-8. Permit-By-Rule Authorizations and Records. Copy of authorization from Dept. of Environment and Conservation to operate as a permit-by-rule facility and additional related records required by the department.	Retain throughout active life of the facility and through the post-closure care period.	Tenn. Comp. R. & Regs. 0400-11-01-.02 Keep to show compliance with regulations in order to defend against Superfund liability. Mandatory only if city operates a landfill.
R-9. Special Waste Approvals and Records. Copies of approvals from the Dept. of Environment and Conservation authorizing a facility to accept special wastes and records of receipt and management of certain special wastes.	Retain throughout active life of the facility and through the post-closure care period.	Tenn. Comp. R. & Regs. 0400-11-01-.02 Keep to show compliance with regulations in order to defend against Superfund liability. Mandatory only if city operates a landfill.

*Indicates a mandatory retention period based on state and federal law.

Utilities (Billing and Collection)

Reference Number: MTAS-702

Reviewed Date: 11/14/2022

UTILITIES (Billing and Collection) RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authorization /Rationale
S-1. Application for Service. Customer requests for service, including name, address, phone, services, and signatures.	Retain 3 years after service is discontinued but may want to keep in electronic format longer in case customer returns to service.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
S-2. Audit Reports. Independent audit of financial records.	Permanent record.	Recommended by comptroller in Internal Control and Compliance Manual for Tennessee Municipalities.
S-3. Billing Adjustment Reports. Customer names and adjustment information.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
S-4. Billing Stubs. Collection stubs of accounts paid.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
S-5. Billing Register. Listing of monthly customer billings (account number, amount, etc.).	Retain 7 years. If record kept in electronic format, the paper copy may be destroyed after audit.	Keep to help resolve billing disputes with customers.
S-6. Collection Agency Reports. Listing of accounts turned over for collection and how resolved.	Retain 7 years.	Keep to help resolve billing disputes with customers.
S-7. Complaints by Customers. Records of meter rechecks, billing inquiries, service problems, etc.	Retain 5 years.	Keep in case of litigation.
S-8. Deposits from Customers. Customer name, date, services, amount of deposit.	Retain 3 years after service is discontinued and deposit applied or refunded.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill

UTILITIES (Billing and Collection) RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authorization /Rationale
		customers 3 years.
S-9. Disconnection Notices. Notice to discontinue service after non-payment of bill.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
S-10. General Ledger. Financial information of utility. (Also see G-14 and G-21.)	Permanent record. If maintained in electronic format may destroy paper record after 7 years. NOTE: The Tennessee State Library and Archives does not favor keeping permanent records in electronic format.	Recommended by comptroller in Internal Control and Compliance Manual for Tennessee Municipalities.
S-11. Meter Reading Records. Meter sheets or printouts from hand-held devices.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.
S-12. Meter Records. Size, type, meter number, dates service began and ended, serial number.	Retain 1 year after meter is retired and disposed of.	Keep to aid in settling billing disputes involving the accuracy of the meter.
S-13. Meter Tests/Repairs. Record of any meter testing and any repairs.	Retain 1 year after meter is retired and disposed of.	Keep to aid in settling billing disputes involving the accuracy of the meter.
S-14. Rate Schedules. Listing of rates for utility services.	Permanent record.	Keep for historical purposes.
S-15. Tap Records. Including when tap installed, size, location.	Permanent record.	Keep for historical purposes.
S-16. Work Orders for Customer Service. Detail of meter number, installation date, readings, etc.	Retain 3 years.	Keep in case of billing errors. Tennessee courts have allowed utilities to back bill customers 3 years.

Utilities (Operation and Maintenance)

UTILITIES (Operation and Maintenance) RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/ Rationale
T-1. Bacteriological Records. Records indicating disinfection of mains, tanks, filters, wells.	*Retain 5 years.	Tennessee Rules and Regulations 0400-45-01.20 (a)
T-2. Complaint Logs.	*Retain 5 years.	Tennessee Rules and Regulations 0400-45-01.20 (h)
T-3. Daily Worksheets and Shift Logs.	*Retain until next sanitary survey.	Tennessee Rules and Regulations 0400-45-01.20 (g).
T-4. Facility maintenance Records.	*Retain 5 years.	Tennessee Rules and Regulations 0400-45-01.20 (h).
T-5. Flush and Free Chlorine Residual for New Taps Where Main Is Uncovered. Measurement of.	*Retain until next sanitary survey or 3 years.	Tennessee Rules and Regulations 0400-45-01-.17 (32)
T-6. Lead and Copper. Original records of all sampling data and analyses, reports, surveys, letter, evaluations, schedules, state determinations, and any other information required by Tenn. Admin. Rules 1200-5-1-.33(2) through (9).	*Retain for 12 years.	Tennessee Rules and Regulations 0400-45-01.20 (j)
T-7. Underground Utilities, Location of. Record of location of all underground utilities maintained by the city. NOTE: Under T.C.A. § 65-31-105, the city must record location of utilities with county, listing where facilities are located and the name, title, address, and telephone number of operator's representative. The county keeps this record permanently.	Permanent record.	These records allow the city to know the location and history of its underground facilities.

*Indicates a mandatory retention period based on state and federal law

Utilities (Wastewater and Water)

UTILITIES (Wastewater and Water) RECORDS RETENTION SCHEDULE

Description of Record	Retention Period	Legal Authority/Rationale
WASTEWATER RECORDS		
U-1. Discharge Monitoring Reports (DMRs).	Retain 3 years or longer if so requested by Water Pollution Control as a minimum to comply with permit. Retention for life of the facility is recommended.	NPDES Permit Requirements Part I Subpart B.5. Provides record of operations and loading to assist in planning.
U-2. Industrial Pretreatment. All information resulting from monitoring activities.	*Retain 3 years, longer in cases of unresolved litigation.	40 C.F.R. 403.12 (o) (1-3).
U-3. Laboratory Bench Sheets, Calibration and Maintenance of Instruments. QA/QC Data, Flow Charts.	Retain 3 years or longer if requested by Water Pollution Control.	NPDES Permit Requirements Part I Subpart B.5.
U-4. Land Application of Cumulative Pollutant Loading Rate Sludge under 40 C.F.R. 503.13.(a) (2) (I).	Permanent record.	40 C.F.R. 503.17 (a) (5) (ii).
U-5. Monthly Operating Reports (MORs).	Retain 3 years or longer if requested by Water Pollution Control as a minimum to comply with permit. Retention for the life of the facility is recommended.	NPDES Permit Requirements Part I Subpart B.5. Provides record of operations and loading to assist in planning.
U-6. Wastewater Sludge Disposal via Land Application, Surface Disposal, Incineration.	*Retain 5 years.	(40 C.F.R. 503.17) Land Application; (503.27) Surface Disposal; (503.47) Incineration.

UTILITIES (Water and Wastewater Records)

Description of Record	Retention Period	Legal Authority/Rationale
DRINKING WATER RECORDS		
U-7. Bacteriological Analysis.	*Retain 5 years.	Tenn. Comp. R. & Regs. 0400-45-01-.20 (a)
U-8. Chemical Analysis.	*Retain 10 years.	Tenn. Comp. R. & Regs.

		0400-45-01-.20 (a)
U-9. Consumer Confidence Reports.	*Retain 3 years.	Tenn. Comp. R. & Regs. 0400-45-01.35 (5) (h)
U-10. Cross Connection Records.	*Retain 5 years.	Tenn. Comp. R. & Regs. 0400-45-01-.20 (a)
U-11. Monthly Operating Reports (MORs).	Retain until next survey at a minimum. Retention for life of the facility is recommended.	Provides record of operations and loading to assist in planning.
U-12. Storage Tank Inspections.	Retain 5 years to comply with rule. Retention for life of the tank is recommended.	Tenn. Comp. R. & Regs. 0400-45-01-.20 (h) Retention for life of the tank is recommended to track depreciation and repairs.
U-13. Turbidity. Records include daily worksheets, calibration data, and strip charts.	Retain for 5 years. *Retain until the next sanitary survey.	Tenn. Comp. R. & Regs. 0400-45-01-.20 (f).
U-14. Variance or Exceptions Granted.	*Retain 5 years following the expiration of such variance or exemption.	Tenn. Comp. R. & Regs. 0400-45-01-.20 (d).
U-15. Violation, Corrective Action. Records of actions taken to correct violations of primary drinking water regulations.	*Retain 3 years after action.	Tenn. Comp. R. & Regs. 0400-45-01-.20(b).
U-16. Written Reports, etc., Related to Sanitary Survey.	*Retain 10 years after sanitary survey.	Tenn. Comp. R. & Regs. 0400-45-01-.20 (c).

*Indicates a mandatory retention period based on state or federal law.

Source URL: <https://www.mtas.tennessee.edu/reference/records-retention-schedules>

SAMPLE

HISTORIC
FRANKLIN
TENNESSEE



CERTIFICATE OF RECORDS DISPOSAL

Name of Record(s): _____

Description: _____

Type of copy: ☐ Original ☐ Duplicate ☐ Combination

Inclusive Dates: _____

Inclusive Numbers: _____

Department / Division Name: _____

Section/sub-Unit Name: _____

Location of Records: _____

Method of Disposal: _____

Authorized Person's Signature

Title

Disposed by: _____

Date: _____

Witnessed by: _____, City Recorder

Date: _____



File #: 21-069

DATE: January 15, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Lisa Clayton, Director of Parks
Michael Walters Young, Chief Budget & Performance Officer

SUBJECT:
Discussion Of 10 Year Capital Investment Plan Rankings

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning capital improvement plan (CIP) rankings.

BACKGROUND/STAFF COMMENTS:

As part of the process to update the City's 10-year Capital Investment Plan, the Board of Mayor and Aldermen (BOMA) undertook the important task of reviewing and prioritizing potential projects for inclusion in the City's Capital Improvement Plan (CIP). Each member assessed and ranked the projects based on their perceived importance, ensuring that the total funding remained within the allocated budget of \$150,000,000.

It is worth noting that the Mack Hatcher projects were intentionally excluded from this evaluation due to ongoing discussions between the City of Franklin and TDOT regarding potential funding partnerships. Furthermore, any projects that had already secured funding were not part of this prioritization exercise.

After reviewing both the weighted and non-weighted rankings submitted by the Board, there appears to be strong consensus to proceed with the following projects:

- \$40,000,000 – Goose Creek Bypass and Carothers Parkway Extension
- \$ 9,500,000 – Eddy Lane (SR96 to Liberty Pike)
- \$ 3,150,000 – South Margin Street and 5th Avenue Intersection Improvement Project
- \$ 4,300,000 – Mallory Lane and Cool Springs Boulevard Improvements

If the Board concurs, staff recommends proceeding with all the projects listed above, with the exception of the Fire Station 3 upgrades. The City Administrator is recommending that the Fire Station 3 upgrade project (\$10.5 million) be moved outside of the 10-year CIP window. Unlike other Fire Station projects, Fire Station 3 is not eligible to use Facilities Tax to fund the project. Staff suggests additional discussion regarding the Fire Station 3 project to ensure alignment with the City's

long-term strategic needs and priorities. Moreover, we recommend further deliberation on the other projects included in the overall Capital Improvement Plan to confirm alignment with the Board's vision and objectives.

FINANCIAL IMPACT:

At the last meeting of the Board of Mayor and Aldermen, staff presented a revised financial capacity model showing that with changes in both assumptions of revenues collected and the approved increase in Road Impact Fees, an additional \$134,354,611 of unprogrammed resources are available for the BOMA to prioritize/re-prioritize of the next ten years (FY 2025-2034).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge this discussion.

City of Franklin, Tennessee
FY 2024-2033 Capital Investment Program
BOMA Priority Projects - Non-Weighted Rankings for All Projects

Below is the compilation of individual BOMA member responses to the City Administrator's request for CIP project priority rankings. The following factors were used, in the order listed, to develop the overall project priority list: (1) **TOTAL** number of votes received from BOMA members, (2) By **STAFF RANKING**.

RANK	PROJECT	CATEGORY	STAFF RANKING	EST. COST	BORD OF MAYOR AND ALDERMEN									RUNNING TOTAL
					BAGGETT	BARNHILL	BLANTON	BROWN	BURGER	CAESAR	MOORE	PETERSEN	POTTS	
1	FD19003 - Fire Station 3 Upgrades	Emergency Services	4	\$10,500,000	1	1		1	1		1	1	1	7
2	ST24003A - Eddy Lane (SR96-Fort Granger Park)	Transportation	3	\$4,750,000	1	1	1	1		1	1	1		7
3	ST24003B - Eddy Lane (Fort Granger Park-Liberty Pike)	Transportation	3	\$4,750,000	1		1	1	1	1	1	1		7
4	ST24006 - Battle Ave Bridge Replacement	Transportation	4	\$740,000	1	1	1		1		1		1	6
5	ST16003 - Goose Creek Bypass and Carothers Pkwy Extension	Transportation	4	\$40,000,000		1		1	1		1	1	1	6
6	PK19015 - Winstead Hill Park	Parks & Recreation	3	\$1,150,000	1	1	1			1	1	1		6
7	PK16007 - North Pavilion & Restroom Facility (Harlinsdale)	Parks & Recreation	2	\$1,000,000	1	1	1	1		1			1	6
8	PK24006 - Collins Farm Structure(s) Stabilization and Roof	Parks & Recreation	4	\$430,000	1		1				1	1	1	5
9	ST24004 - South Margin St. and 5th Ave Intersection Imp	Transportation	4	\$3,150,000	1		1			1	1		1	5
10	ST24001 - Mallory Ln. and Cool Springs Blvd. Improvements	Transportation	4	\$4,300,000	1				1		1	1	1	5
11	PK24001 - Chestnut Bend Trail Improvements Project	Parks & Recreation	4	\$2,150,000	1		1	1	1				1	5
12	PK16012 - Greenway (1st Ave North to Bicentennial)	Parks & Recreation	3	\$1,927,200	1			1	1	1			1	5
13	ST24002 - Mallory Ln and W. McEwen Dr. Intersection Imp.	Transportation	4	\$3,300,000	1				1		1		1	4
14	FD19005 - Safe Rooms for Fire Station 1-6	Emergency Services	4	\$900,000	1			1				1	1	4
15	FD24001 - Station 2 Improvements	Emergency Services	3	\$650,000	1	1				1			1	4
16	ST16015 - Carothers Pkwy (Falcon Creek - SR96E)	Transportation	3	\$26,300,000					1	1		1	1	4
17	FM24002 - South Salt Storage Facility	General Services	3	\$1,350,000	1		1				1		1	4
18	PK16008 - Jim Warren Park Renovations	Parks & Recreation	2	\$23,000,000		1	1			1	1			4
19	ST16022A - Carothers Pkwy (Long Ln - S. Carothers Rd)	Transportation	2	\$21,800,000		1	1			1			1	4
20	ST24009 - Old Liberty Pike Improvements	Transportation	2	\$4,240,000			1	1	1	1				4
21	FD19004 - New Fire Traning Center	Emergency Services	3	\$4,500,000	1						1		1	3
22	FD24002 - Emergency Services / Traffic Technology Project	Emergency Services	3	\$3,775,000	1						1		1	3
23	ST24011 - West Meade Blvd Sidewalk	Transportation	3	\$2,915,000	1	1	1							3
24	PK16006 - 4 Worker Houses (Harlinsdale)	Parks & Recreation	3	\$2,750,000	1		1	1						3
25	PK24005 - Collins Farm Trail & Parking Project	Parks & Recreation	2	\$600,000	1		1					1		3
26	ST16022B - Carothers Pkwy (Ladd Park Temporary Sidewalk)	Transportation	2	\$1,500,000	1						1		1	3
27	SW16004 - Figuers Drive Area Drainage Improvements	Stormwater	2	\$5,352,960	1		1			1				3
28	ST16027 - Boyd Mill Ave (South of SR96 - Downs Blvd)	Transportation	2	\$8,600,000	1					1	1			3
29	PK24003 - Bicentennial Park - East Parking Lot	Parks & Recreation	2	\$3,950,000	1			1	1					3
30	ST16035 - Columbia Ave (Downs Blvd to Fowlkes St)	Transportation	2	\$15,000,000	1	1	1							3
31	ST16013 - Aspen Grove Dr. & Seaboard Ln Int Improvements	Transportation	1	\$3,400,000			1	1		1				3
32	FD19001 - Fire Station 9 (East Side of Franklin)	Emergency Services	1	\$12,900,000		1	1		1					3
33	PK24007 - Liberty Park - Phase 2	Parks & Recreation	3	\$6,500,000		1				1				2
34	PK24008 - Fieldstone Concession and Pavilion Rehabilitation	Parks & Recreation	3	\$3,800,000		1		1						2
35	ST16016 - Lewisburg Pike (Donelson Crk Pkwy - Mack Hatcher)	Transportation	3	\$21,200,000				1					1	2
36	ST24008 - Franklin Road (SR397 - SR441)	Transportation	3	\$44,400,000	1			1						2
37	PK19007 - Greenway (Pinkerton Park to Franklin Road Bridge)	Parks & Recreation	2	\$5,250,000	1		1							2
38	SW16005 - Jordan Branch (Cool Springs E) Stream Restoration	Stormwater	2	\$1,100,000			1			1				2
39	ST16019 - N Royal Oaks Blvd (Alexander Plaza - Liberty Pike)	Transportation	2	\$15,800,000						1		1		2
40	ST16032 - West Main St (Natchez St. to Downs Blvd)	Transportation	2	\$23,100,000			1					1		2
41	ST16028 - Clovercroft Rd (SR96-Oxford Glen Dr)	Transportation	2	\$34,300,000					1		1			2
42	ST16023 - 1st Ave Multiuse Trail (S Margin St - Bridge St)	Transportation	1	\$2,200,000			1			1				2
43	ST16025 - Oxford Glen Dr Multiuse Trail (Candytuft Ct. - E. McEwen Dr)	Transportation	1	\$1,100,000					1	1				2
44	PK24002 - Southeast Park - Phase 2	Parks & Recreation	3	\$16,350,000								1		1
45	PK16005 - Power Station & Museum	Parks & Recreation	3	\$11,000,000	1									1
46	PK16019 - Harlinsdale Farm Interurban Trail Connection	Parks & Recreation	2	\$2,550,000			1							1
47	FD19002 - Fire Station 10 (East of I-65)	Emergency Services	1	\$12,900,000						1				1
48	PK19005 - Greenway (Aspen Grove to Mallory Station Rd)	Parks & Recreation	2	\$2,520,000										0
49	PK24004 - FSSD (Freedom Middle and Poplar Grove)	Parks & Recreation	2	\$4,300,000										0
50	FD19006 - Safety Education Village	Emergency Services	2	\$3,900,000										0

City of Franklin, Tennessee FY 2024-2033 Capital Investment Program BOMA Priority Projects -Weighted Rankings for All Projects															
Below is the compilation of individual BOMA member responses to the City Administrator's request for CIP project priority rankings. The least number of projects selected by any BOMA member was 13. The #1 project in each BOMA member's list was awarded 13 points. The #2 project was awarded 12 points. This process continues through the #13 project in each list, which is awarded 1 point. All remaining contained in a BOMA member's individual list are assigned a value of 1. The TOTAL of points possible for any given project is 117 points (9 BOMA members x13 Points for a #1 Vote). The number of BOMA member's voting for a project, or "Count", was used as a tiebreaker for any tied "TOTAL" values.															
RANK	PROJECT	CATEGORY	STAFF RANKING	NON-WEIGHTED VOTES	EST. COST	BORD OF MAYOR AND ALDERMEN									RUNNING TOTAL
						BAGGETT	BARNHILL	BLANTON	BROWN	BURGER	CAESAR	MOORE	PETERSEN	POTTS	
1	ST16003 - Goose Creek Bypass and Carothers Pkwy Extension	Transportation	4	6	\$40,000,000		13		11	12		13	13	13	75
2	ST24003A - Eddy Lane (SR96-Fort Granger Park)	Transportation	3	7	\$4,750,000	13	1	4	13		7	9	11		58
3	ST24003B - Eddy Lane (Fort Granger Park-Liberty Pike)	Transportation	3	7	\$4,750,000	12		5	12	2	8	8	10		57
4	ST24004 - South Margin St. and 5th Ave Intersection Imp	Transportation	4	5	\$3,150,000	10		6			12	7		6	41
5	FD19003 - Fire Station 3 Upgrades	Emergency Services	4	7	\$10,500,000	1	11		7	6		6	6	3	40
6	ST24001 - Mallory Ln. and Cool Springs Blvd. Improvements	Transportation	4	5	\$4,300,000	1				9		11	8	8	37
7	PK16008 - Jim Warren Park Renovations	Parks & Recreation	2	4	\$23,000,000		9	13			9	4			35
8	ST16015 - Carothers Pkwy (Falcon Creek - SR96E)	Transportation	3	4	\$26,300,000					5	6		12	11	34
9	ST24006 - Battle Ave Bridge Replacement	Transportation	4	6	\$740,000	8	4	1		7		1		5	26
10	ST24002 - Mallory Ln and W. McEwen Dr. Intersection Imp.	Transportation	4	4	\$3,300,000	1				8		10		7	26
11	FD19001 - Fire Station 9 (East Side of Franklin)	Emergency Services	1	3	\$12,900,000		12	11		1					24
12	ST16025 - Oxford Glen Dr Multiuse Trail (Candytuft Ct. - E. McEwen Dr)	Transportation	1	2	\$1,100,000					13	11				24
13	PK16007 - North Pavilion & Restroom Facility (Harlinsdale)	Parks & Recreation	2	6	\$1,000,000	2	2	12	5		1			1	23
14	ST16027 - Boyd Mill Ave (South of SR96 - Downs Blvd)	Transportation	2	3	\$8,600,000	9					1	12			22
15	ST16016 - Lewisburg Pike (Donelson Crk Pkwy - Mack Hatcher)	Transportation	3	2	\$21,200,000				10					12	22
16	ST16023 - 1st Ave Multiuse Trail (S Margin St - Bridge St)	Transportation	1	2	\$2,200,000			9			10				19
17	FD24001 - Station 2 Improvements	Emergency Services	3	4	\$650,000	1	10				5			1	17
18	ST16022A - Carothers Pkwy (Long Ln - S. Carothers Rd)	Transportation	2	4	\$21,800,000		5	1			1			10	17
19	PK19015 - Winstead Hill Park	Parks & Recreation	3	6	\$1,150,000	1	8	1			1	1	4		16
20	PK24006 - Collins Farm Structure(s) Stabilization and Roof	Parks & Recreation	4	5	\$430,000	11		1				1	2	1	16
21	ST24009 - Old Liberty Pike Improvements	Transportation	2	4	\$4,240,000			1	8	1	4				14
22	PK16006 - 4 Worker Houses (Harlinsdale)	Parks & Recreation	3	3	\$2,750,000	4		7	3						14
23	ST16028 - Clovercroft Rd (SR96-Oxford Glen Dr)	Transportation	2	2	\$34,300,000					11		3			14
24	PK16012 - Greenway (1st Ave North to Bicentennial)	Parks & Recreation	3	5	\$1,927,200	6			1	4	1			1	13
25	PK24003 - Bicentennial Park - East Parking Lot	Parks & Recreation	2	3	\$3,950,000	1			2	10					13
26	FD19002 - Fire Station 10 (East of I-65)	Emergency Services	1	1	\$12,900,000						13				13
27	ST16035 - Columbia Ave (Downs Blvd to Fowlkes St)	Transportation	2	3	\$15,000,000	1	1	10							12
28	ST24008 - Franklin Road (SR397 - SR441)	Transportation	3	2	\$44,400,000	3			9						12
29	FD19005 - Safe Rooms for Fire Station 1-6	Emergency Services	4	4	\$900,000	1			1				5	4	11
30	ST16022B - Carothers Pkwy (Ladd Park Temporary Sidewalk)	Transportation	2	3	\$1,500,000	1						1		9	11
31	FD19004 - New Fire Traning Center	Emergency Services	3	3	\$4,500,000	5						5		1	11
32	FD24002 - Emergency Services / Traffic Technology Project	Emergency Services	3	3	\$3,775,000	7						2		2	11
33	PK24001 - Chestnut Bend Trail Improvements Project	Parks & Recreation	4	5	\$2,150,000	1		1	4	3				1	10
34	ST16019 - N Royal Oaks Blvd (Alexander Plaza - Liberty Pike)	Transportation	2	2	\$15,800,000						3		7		10
35	ST16032 - West Main St (Natchez St. to Downs Blvd)	Transportation	2	2	\$23,100,000			1					9		10
36	ST16013 - Aspen Grove Dr. & Seaboard Ln Int Improvements	Transportation	1	3	\$3,400,000			2	6		1				9
37	PK19007 - Greenway (Pinkerton Park to Franklin Road Bridge)	Parks & Recreation	2	2	\$5,250,000	1		8							9
38	PK24007 - Liberty Park - Phase 2	Parks & Recreation	3	2	\$6,500,000		7				1				8
39	PK24008 - Fieldstone Concession and Pavilion Rehabilitation	Parks & Recreation	3	2	\$3,800,000		6		1						7
40	PK24005 - Collins Farm Trail & Parking Project	Parks & Recreation	2	3	\$600,000	1		1					3		5
41	ST24011 - West Meade Blvd Sidewalk	Transportation	3	3	\$2,915,000	1	3	1							5
42	SW16004 - Figuers Drive Area Drainage Improvements	Stormwater	2	3	\$5,352,960	1		3			1				5
43	FM24002 - South Salt Storage Facility	General Services	3	4	\$1,350,000	1		1				1		1	4
44	SW16005 - Jordan Branch (Cool Springs E) Stream Restoration	Stormwater	2	2	\$1,100,000			1			2				3
45	PK24002 - Southeast Park - Phase 2	Parks & Recreation	3	1	\$16,350,000								1		1
46	PK16019 - Harlinsdale Farm Interurban Trail Connection	Parks & Recreation	2	1	\$2,550,000			1							1
47	PK16005 - Power Station & Museum	Parks & Recreation	3	1	\$11,000,000	1									1
48	PK24004 - FSSD (Freedom Middle and Poplar Grove)	Parks & Recreation	2	0	\$4,300,000										0
49	FD19006 - Safety Education Village	Emergency Services	2	0	\$3,900,000										0
50	PK19005 - Greenway (Aspen Grove to Mallory Station Rd)	Parks & Recreation	2	0	\$2,520,000										0



City of Franklin, Tennessee

Board of Mayor and Aldermen

Discussion Of Capital Investment Plan Financial Model

BOMA Work Session

January 14, 2025

Agenda

Revenues (Financial Model)

- Sources of Funding**
- Assumptions of Future Funding**
- Debt Financing**

Expenses (Project Updates)

Summary



City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Slide 3

Revenues (Financial Model)

City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Sources:

The 10-year CIP is funded through the following:

General Fund

- Invest Franklin
- Over 45% Fund Balance
- Add'l Sales Taxes
- Add'l Property Taxes

Sanitation Fund

Road Impact Fund

City Facilities Tax Fund

County Facilities Tax Fund

Stormwater Fund

Hotel/Motel Fund

Parkland Dedication Fund

Water Management Fund

Federal/State Grants

Private Contributions

Utility Contributions



City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Sources:

General Fund (pg. 15)

- Largest single funding source of the CIP
- Four components comprise the estimated 10-year amount:
 - **Capital Funding Account:** This account has two of the four components. The account is a policy designation of the City's fund balance. Approved under Resolution 2014-64, the City's General Fund has a formally adopted policy delineating how our fund balance should be managed. Any amount over 45% can be used to fund capital projects. This includes both the accrued balance of **Invest Franklin** and **General Excess Fund Balance**.

City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Sources: General Fund (pg. 15)

Reserve Breakdown - General Fund - Fund Balance							
Fund Name	Required Percentage	Target %	Actual FY 22\$	Actual FY 23\$	Budget FY24\$	Actual FY 24\$	Budget FY25\$
Reserve F(mandated by law)	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Undesignated/Unreserved fund	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Financial Stabilization Account	33%	\$ 31,544,035	\$ 34,659,464	\$ 37,657,213	\$ 37,521,150	\$ 37,043,289	\$ 37,043,289
Contingency Subaccount		5% \$ 4,779,399	\$ 5,251,434	\$ 5,705,638	\$ 5,685,023	\$ 5,612,620	\$ 5,612,620
Emergency Subaccount		5% \$ 4,779,399	\$ 5,251,434	\$ 5,705,638	\$ 5,685,023	\$ 5,612,620	\$ 5,612,620
Cash Flow Stabilization Subaccount		14% \$ 13,382,318	\$ 14,704,015	\$ 15,975,787	\$ 15,918,064	\$ 15,715,335	\$ 15,715,335
Debt Service Subaccount		3% \$ 2,867,640	\$ 3,150,860	\$ 3,423,383	\$ 3,411,014	\$ 3,367,572	\$ 3,367,572
Insurance Reserve Subaccount		4% \$ 3,823,519	\$ 4,201,147	\$ 4,564,511	\$ 4,548,018	\$ 4,490,096	\$ 4,490,096
OPEB* Subaccount		2% \$ 1,911,760	\$ 2,100,574	\$ 2,282,255	\$ 2,274,009	\$ 2,245,048	\$ 2,245,048
Supplemental Reserve Account							
variance between 33% & 45% =	12%	\$ 11,470,558	\$ 12,603,442	\$ 13,693,532	\$ 13,644,055	\$ 13,470,287	\$ 13,470,287
Capital Funding Account	>45%	\$ 31,572,765	\$ 35,350,793	\$ 31,262,954	\$ 33,884,115	\$ 34,535,744	\$ 34,535,744
Invest Franklin Cash Balance 2017		\$ 2,968,915	\$ 2,968,915	\$ 2,968,915	\$ 2,968,915	\$ 2,968,915	\$ 2,968,915
Invest Franklin Cash Balance 2018		\$ 1,595,720	\$ 1,595,720	\$ 1,595,720	\$ 1,595,720	\$ 1,595,720	\$ 1,595,720
Invest Franklin Cash Balance 2019		\$ 1,594,442	\$ 1,594,442	\$ 1,594,442	\$ 1,594,442	\$ 1,594,442	\$ 1,594,442
Total Invest Franklin Cash Balance		\$ 6,159,077	\$ 6,159,077	\$ 6,159,077	\$ 6,159,077	\$ 6,159,077	\$ 6,159,077
General Capital Funding Account		\$ 25,413,688	\$ 29,191,716	\$ 25,103,877	\$ 27,725,039	\$ 28,376,667	\$ 28,376,667

General Fund Budget Amount = \$ 95,587,985 \$ 105,028,680 \$ 114,112,767 \$ 113,700,455 \$ 112,252,391
 Net Fund Balance Amount to start year= \$ 74,587,358 \$ 82,613,699 \$ 82,613,699 \$ 85,049,320 \$ 85,049,320

Actual Calculation for Net Fund Balance Amount:			
	FY 2022	FY 2023	FY 2024*
Gross:	\$ 75,885,131	\$ 84,641,226	\$ 86,659,905
Less: Non-spendable (inventory and prepaids) ¹	\$ (1,297,773)	\$ (2,027,527)	\$ (1,610,585)
	\$ 74,587,358	\$ 82,613,699	\$ 85,049,320

*estimated

¹ Comes from ACFR - Governmental Funds Balance Sheet - Non-Spendable F.B.



City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Sources:

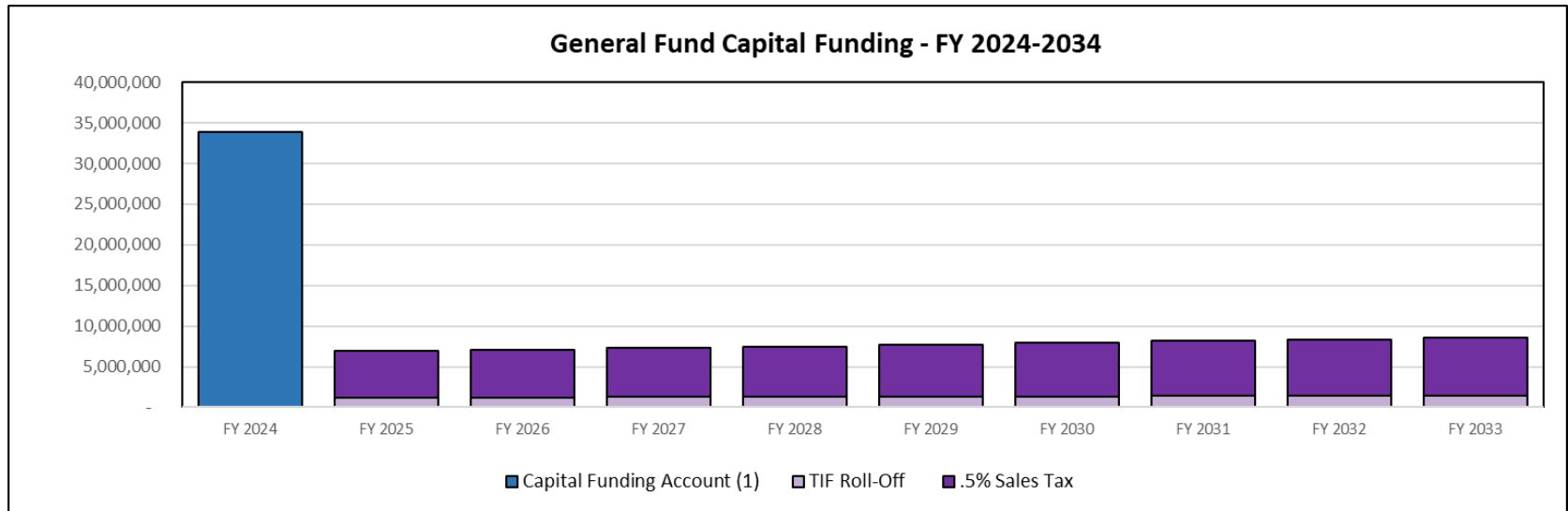
General Fund (pg. 15)

- **½ of the Local Option Sales Tax (.5%)** beginning in FY 2018 which had gone to Williamson County. This amount of money is the City's share of local option sales tax which by mutual agreement and vote went to Williamson County from April 2018-April 2021. The operating and capital financing strategy of the City of Franklin has been to split this additional .5% evenly between operations and capital needs.
- **½ of the Property Tax which had been used to service the debt issued for the Tax Increment Financing District.** The operating and capital financing strategy of the City of Franklin has been to split this additional .5% evenly between operations and capital needs.

City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Sources: General Fund (pg. 15)



	Totals
Capital Funding Account ⁽¹⁾	33,884,116
TIF Roll-Off	13,402,459
.5% Sales Tax	65,057,331
Totals	\$ 112,343,905

Overall, we forecast 3% growth per year in “new” funding sources of the local Option Sales Tax and Property Tax now available since the TIF district is paid off. This is prudently conservative given historical trends. No increase in the property tax rate is assumed.

Assumptions:

Funds with **no** assumed revenue in the 10-year forecast:

- **Sanitation Fund:** Fees only cover operational/equipment needs.
- **Stormwater Fund:** The Board of Mayor and Alderman affirmed several years ago that the revenues generated by Stormwater Fees are for operations of the fund, not for capital projects. As a result, current fees do not generate sufficient fund balance on a recurring balance to fund capital projects.

Assumptions:

Development & Tourism Funds:

- **Overall Disclaimer #1:** Revenue forecasts for these funds are ***HIGHLY dependent*** on development and when permits are pulled. We are ***very conservative*** on projecting out the available revenue from these sources.
- **Overall Disclaimer #2:** These funds are NOT used for operations (read: personnel costs), and primarily only for capital projects. As a result, should development slow down or be interrupted, only capital funding is impacted and not operations.
- **Overall Disclaimer #3:** Amounts included within the Capital Financing Model deduct 10% of year-end audited fund balance totals. This is a requirement of the State of Tennessee to have minimum fund balance levels in all funds.



City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Slide 11

Assumptions:

Development & Tourism Funds:

- **City Facilities Fund: (pg. 17)** Generated since 1988, proceeds from the tax levied on new construction can ONLY be used for Police, Fire, Sanitation and Parks related equipment and capital projects. Avg. \$2.5M per year for the 10-year forecast. The 25-year annual average collection in City Facilities Taxes has been +\$3.3 million.
- **County Facilities Fund: (pg. 18)** Generated since 2010, this represents our 30% share of the County's Adequate School Facilities Tax. We have generally used this only on projects which have a relationship to a Williamson County School or Facility. Avg. \$763K per year for the 10-year forecast.

Assumptions:

Development & Tourism Funds:

- **Hotel/Motel Tax Fund: (pg. 20)** Collections here represent 4% occupancy tax levied on all hotel/motel and VRBO stays within Franklin. Historically, projects paid out of Hotel/Motel are related directly to tourism (historic preservation & Parks). There is no legal restriction, however, as to how these funds can be spent. Forecast amounts differ greatly and are NET of all other obligations – debt service & funding support for the CVB.
- **Parkland Dedication Fund: (pg. 21)** Collected by quadrant, the amount shown in FY 2025 and beyond is only the guaranteed 25% of total fees which new agreements must pay the City for use as we determine City-wide. Otherwise, monies are received by quadrant and must be spent in those quadrants.

City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Assumptions:

Funds with sizeable additional revenue in the 10-year forecast:

- **Road Impact Fund: (pg. 16)** As approved by the Board through Ordinance 2023-41, this model forecasts a sizeable increase in Road Impact Fee Collections over the next ten years. As is the case with many of our future projections of revenues, this assumes the same assumptions as proposed in the fall – taking into account the six-year phase-in and the grandfathering of existing projects - but only takes 60% of that forecast rather than the full amount of \$170 million. On top of that, we also account for all existing debt service to be paid out from the fund until 2031 and a minimal allotment for offset payouts to developers. The result is still nearly \$100 million available for capital projects from FY 2025-2034.

Assumptions:

Other:

- All other funding sources (**Water Management Fund, Federal/State Grants, Private Contributions, Utility Contributions**) are either the component of the project attributable to a particular element (utility relocation, private donation) or exactly the amount of grant we have received from another agency. No inflationary increase is assumed on these funding sources.

City of Franklin, Tennessee

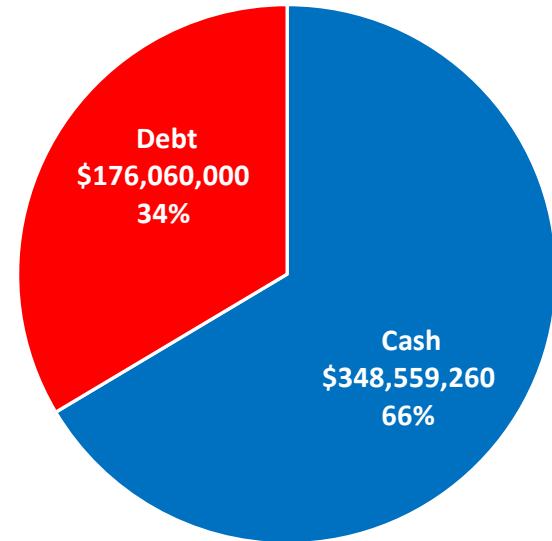
FY 2025-2034 Capital Investment Plan

Revenues: \$524,619,260 future new resources (all sources)

FY 2025-2034 Projected

Resources

Internal		Cash & Debt
110 General		
Pay-as-you-go Cash ¹	\$	48,393,759
Additional Debt ²	\$	176,060,000
124 Sanitation Fund	\$	-
128 Road Impact Fund	\$	99,331,622
130 City Facilities Tax	\$	37,066,406
132 County Facilities Tax	\$	13,804,647
135 Stormwater	\$	1,379,923
150 Hotel Motel	\$	53,061,215
155 Parkland Dedication	\$	20,810,026
421 Water	\$	2,915,794
431 Sewer	\$	3,751,813
External		
Federal	\$	39,225,000
State	\$	9,800,000
Local	\$	16,782,458
Utilities	\$	664,522
Private	\$	1,572,076
Total	\$	524,619,260



Notes:

¹ Pay as you go cash includes the balance of the Capital Funding Account (over 45% of fund balance in the General Fund).

² Debt Service resource is an estimated amount of \$176,060,000 based upon the amount of capacity gained from the amount of existing debt service to be retired.

City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Revenues: Major changes since June 2024 (pg. 10)

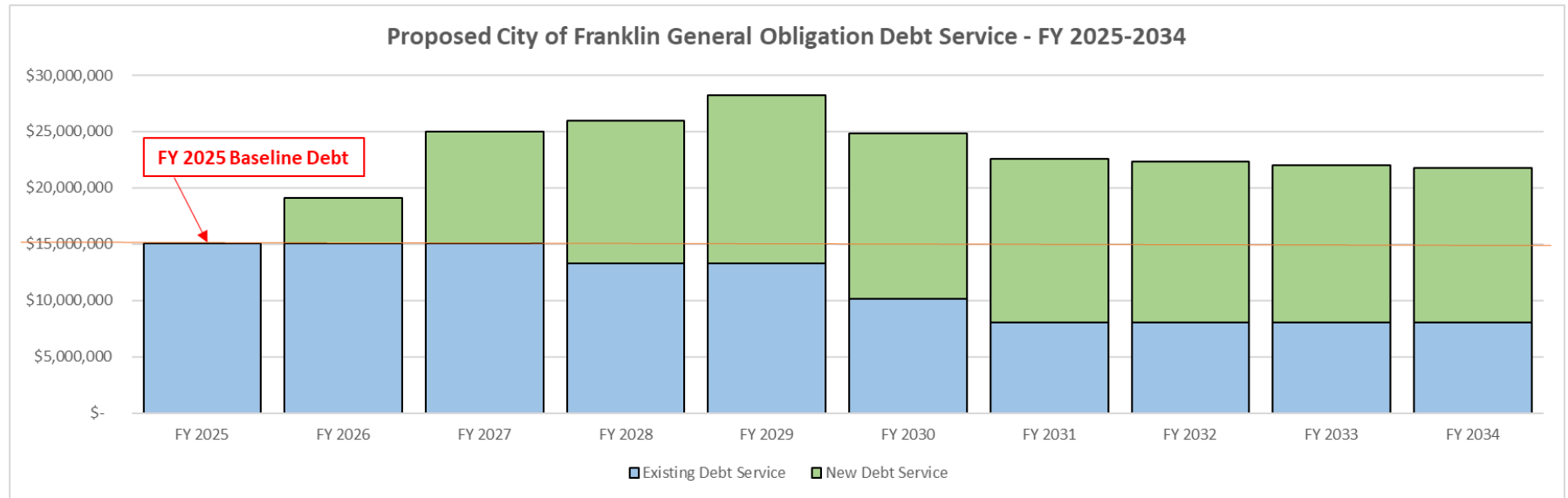
Revenues - FY 2025-2034 CIP

<u>A</u> Projected Financing as of June 25, 2024	\$	423,483,891
Add - Road Impact Fee Estimates	\$	77,143,346
Add - General Fund Cash	\$	20,020,217
Add - City Facilities Tax	\$	1,153,895
Add - County Facilities Tax	\$	742,271
Add - Hotel/Motel Tax	\$	16,313,455
Add - Parkland Dedication	\$	7,519,523
Reduce - Stormwater	\$	(372,619)
Reduce - Water	\$	(1,656,673)
Reduce - Sewer	\$	(788,045)
Reduce - Debt	\$	(18,940,000)
<u>B</u> Projected Financing as of January 14, 2025	\$	524,619,260

City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Revenues: Debt Capacity Review (pg. 8)



- Addition of \$176,060,000 of new G.O. debt
- Annual Debt Service currently \$15.8 million (FY 2025)
- Forecast to peak at \$28.2 million (FY 2029)
- Existing Debt Service begins decline in FY 2030



City of Franklin, Tennessee
FY 2025-2034 Capital Investment Plan

Slide 18

Expenses (Project Updates)

City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Expenses: \$447,123,616 in total projects

The Projects: 36 approved projects (via Resolution 2024-46) – totaling \$447,123,616 over the next ten years.

They comprise 5 categories:

- Completed Projects – 14 projects - \$56,858,967**
- Under Construction – 5 projects - \$34,730,282**
- ROW/Bidding – 4 projects - \$140,025,121**
- Design – Committed – 4 Projects - \$161,739,737**
- Design – Uncommitted – 9 Projects - \$53,769,509**



City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Slide 20

Capital Projects Completed (pg. 27-40)

Completed

<u>Project</u>		<u>Total Cost</u>
Franklin Road	\$	14,499,509
Major Road Resurfacing	\$	8,425,000
Fire Station 7	\$	8,160,909
FSSD (Freedom Middle/Poplar Grove)	\$	6,605,349
SR96W Trail	\$	5,890,103
Greenway & Bridge	\$	4,481,388
Sanitation Facility	\$	3,422,366
Hayes Home Restoration (Harlinsdale)	\$	1,672,350
100 Block Battle Avenue Drainage	\$	1,516,643
McEwen Drive Interchange Modifications	\$	807,792
Thompson Alley Neighborhood Park	\$	504,995
Maplewood Stormwater Project	\$	469,114
5th Avenue Parking Lot	\$	211,946
Eastern Flank Circle (Loop Road) Repair	\$	191,503
Total Spent - Completed Projects	\$	56,858,967



City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Slide 21

Capital Projects – Under Construction (pg. 41-46)

Under Construction

<u>Project</u>		<u>Total Cost</u>
Bicentennial Park	\$	11,715,112
USACE - Home Raising Project	\$	11,610,367
Main Barn Restoration (Harlinsdale)	\$	4,000,004
Bundled Bridges Construction & Rehabilitation Contract	\$	3,863,035
Jordan Road	\$	3,541,764
Total Budgeted - Under Construction Projects	\$	34,730,282



City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Slide 22

Capital Projects – Right-Of-Way Acquisition/Bidding

Right-of-Way/Acquisition/Bidding

<u>Project</u>		<u>Total Cost</u>
Southeast Municipal Complex - Ph.1	\$	64,884,584
East McEwen Drive - Phase 4	\$	55,356,108
Lockwood Glen Park	\$	15,628,284
Lewisburg Sidewalk - to Collins Farm	\$	4,156,145
Total Budgeted - Right-of-Way/Acquisition/Bidding Projects	\$	140,025,121



City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Slide 23

Capital Projects - Design (Committed) (pg. 50-53)

Design - Committed

<u>Project</u>		<u>Total Cost</u>
New City Hall	\$	102,066,695
Long Lane & Old Peytonsville	\$	28,200,000
McEwen Phase 5	\$	19,800,687
Liberty Park Improvements	\$	11,672,355
Total Budgeted - Committed	\$	161,739,737

City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Capital Projects – Design (Uncommitted) (pg. 54-62)

Design - Uncommitted

<u>Project</u>		<u>Total Cost</u>
Mallory/N Royal Oaks/Liberty	\$	21,723,895
Church Street	\$	16,532,450
Peytonsville Rd & Pratt Ln Int. Improvements	\$	8,000,000
Lewisburg Sidewalk - Collins Farm to Carriage Park Drive	\$	750,000
Greenway (Aspen Grove to Mack Hatcher)	\$	800,000
Greenway (Pinkerton Park to Franklin Road Bridge)	\$	350,000
Mack Hatcher Multiuse Trail (Franklin-Hillsboro)	\$	900,000
Lewisburg Sidewalk - Carriage Park Drive to Mack Hatcher	\$	1,700,000
Main St Sidewalk Repair Project	\$	3,013,164
Total Budgeted - Uncommitted	\$	53,769,509

City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Summary

FY 2025-2034 Capital Investment Plan	
Completed	\$ 56,858,967
Under Construction	\$ 34,730,282
Right-Of-Way Phase	\$ 140,025,121
Design (Committed)	\$ 161,739,737
Design (Uncommitted)	\$ 53,769,509
Total Obligated Resources	\$ 447,123,616
- Less Completed	\$ (56,858,967)
Total Remaining Projects	\$ 390,264,649

City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Expenses: Major changes since June 2024 (pg. 10)

Expenses - FY 2025-2034 CIP

<u>C</u> Estimated CIP Project costs as of June 25, 2024	\$	367,606,536
Add: City Hall	\$	2,376,098
Add: SE Park	\$	16,686,202
Add: McEwen IV	\$	8,355,402
Add: Robinson Lake	\$	1,340,411
Reduce: Peytonsville Road & Pratt Lane	\$	(6,100,000)
<u>D</u> Estimated CIP Project costs as of January 14, 2025	\$	390,264,649



City of Franklin, Tennessee
FY 2025-2034 Capital Investment Plan

Slide 27

Summary

City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Summary: Major changes since June 2024 (pg. 10)

Summary Reconciliation since June 25, 2024

<u>F (A-C)</u> Resources as of June 25, 2024	\$	55,877,355
+ Add to Revenues	\$	122,892,707
- Reduction in Revenues	\$	(21,757,337)
= Net Resources Available as of January 14, 2025	\$	157,012,724
- Add to Expenses	\$	(28,758,113)
+ Reduction in Expenses	\$	6,100,000
= Total Available as of January 14, 2025	\$	134,354,611

City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Summary

- Available revenues (between cash collected & issuing more debt) can cover the 36 approved projects and improve a total financing ratio of 66% cash/34% debt.
- There is \$134 Million+ in additional capacity for additional capital projects given the modification of projects (taken by BOMA in June 2024) and increase in the Road Impact Fees (taken by BOMA in fall 2024).



City of Franklin, Tennessee

FY 2025-2034 Capital Investment Plan

Questions



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model w/ Detailed Project Sheets

January 14, 2025



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Table of Contents

Executive Summary	3
10-Year Financing Analysis	5
Existing Resources (Cash)	6
Projected Resources (Cash)	7
Debt Capacity Analysis	8
Resources Cash vs. Debt	9
Change overtime in CIP Financing	10
Year by Year Financing Need	11
Financial Model Summaries	13
General Fund	15
Road Impact Fund	16
City Facilities Tax Fund	17
County Facilities Tax Fund	18
Stormwater Fund	19
Hotel Motel Tax Fund	20
Parkland Dedication Fund	21
Detailed Project Sheets	23
Projects by Category	25
Completed	27
Under Construction	41
Right-of-Way/Acquisition/Bidding	47
Design - Committed	50
Design - Uncommitted	54



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Capital Financing Model - January 2025

Executive Summary

This financing model has been updated to determine answers to the following questions:

- What is the amount of available resources from all funds which can be spent on Capital Projects over the next ten years?
- How much will the remaining approved projects in the FY 2025-2034 Capital Improvement Program cost? And,
- What will be the impact on the City's debt capacity and overall debt service?

This model has three main sections:

- 1) This Executive Summary with summaries of current and future resources, annual and cumulative cost estimates for all Phase I CIP projects and a revised Debt Capacity Analysis given the revised cost of projects.
- 2) 10-year Financing Analysis with detailed forecasts for most major internal funds of the City of Franklin.
- 3) Project Detail Sheets, which itemize the annual and cumulative funding needs by source by project.

In building this model, staff has tried to be conservative with our revenue projections and prudent when determining available resources. "Available fund balances" are current unaudited balances in most funds as of June 30th, less amounts reserved either through state law or BOMA policy.

This model has been updated since last presented in June 2024 to include revised revenue and expense estimated of approved projects, especially to capture increased projections of Road Impact fees and a revised debt issuance structure which maximizes available cash funding. As a result, the Cash/Debt Ratio of funding for approved CIP projects now stands at 65% Cash/35% Debt.



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

This page intentionally left blank.



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Financial Model Summaries



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Existing Resources (Cash)

The following shows the various funding sources currently available for use on Capital projects. While the City aggressively looks for outside funding to assist in stretching taxpayer dollars, the vast majority of resources available to the City are internal in nature.

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Internal										
110 General										
Capital Funding Account (<45%)	\$ 8,347,536	\$ 8,101,435	\$13,836,612	\$ 8,034,291	\$11,712,027	\$ 9,649,454	\$ 29,364,325	\$31,572,765	\$32,004,006	\$27,725,039
1.5 Cent Capital Set-Aside	\$ 508,038	\$ 1,034,046	\$ -	\$ -						
Invest Franklin	\$ -	\$ -	\$ 2,968,915	\$ 4,564,635	\$ 6,159,077	\$ 6,159,077	\$ 6,159,077	\$ 6,159,077	\$ 6,159,077	\$ 6,159,077
124 Sanitation Fund	\$ -	\$ -	\$ -	\$ 334,543			\$ -	\$ -	\$ -	\$ -
128 Road Impact Fund	\$ 397,796	\$ 5,014,098	\$ 4,160,044	\$ 9,998,301	\$15,913,647	\$22,442,977	\$ 23,167,147	\$28,982,089	\$22,188,276	\$26,037,652
130 City Facilities Tax	\$ 6,717,764	\$ 6,976,276	\$ 9,260,411	\$ 15,091,276	\$14,031,618	\$10,034,987	\$ 9,920,658	\$11,854,414	\$13,162,511	\$12,587,751
132 County Facilities Tax	\$ -	\$ -	\$ 3,488,072	\$ 4,404,141	\$ 5,095,626	\$ 4,438,423	\$ 4,048,948	\$ 3,939,418	\$ 5,088,689	\$ 6,173,086
135 Stormwater	\$ 5,511,065	\$ 4,783,235	\$ 4,687,695	\$ 4,171,436	\$ 3,800,010	\$ 2,383,343	\$ 1,860,803	\$ 1,831,218	\$ 1,752,558	\$ 1,379,923
150 Hotel Motel	\$ 2,749,596	\$ 2,634,109	\$ 3,827,284	\$ 5,722,086	\$ 5,722,086	\$ 7,031,803	\$ 5,334,634	\$ 7,205,982	\$ 8,622,985	\$ 4,552,100
155 Parkland	\$ 2,494,076	\$ 4,425,966	\$ 4,584,138	\$ 6,141,130	\$ 6,141,130	\$ 6,281,730	\$ 6,795,595	\$ 8,451,071	\$ 6,281,730	\$ 6,168,001
Sub-Total Internal Resources	\$26,725,871	\$32,969,165	\$46,813,171	\$ 58,461,838	\$68,575,221	\$68,421,795	\$ 86,651,186	\$99,996,034	\$95,259,831	\$90,782,629
Total All Available Resources	\$26,725,871	\$32,969,165	\$46,813,171	\$ 58,461,838	\$68,575,221	\$68,421,795	\$ 86,651,186	\$99,996,034	\$95,259,831	\$90,782,629



City of Franklin

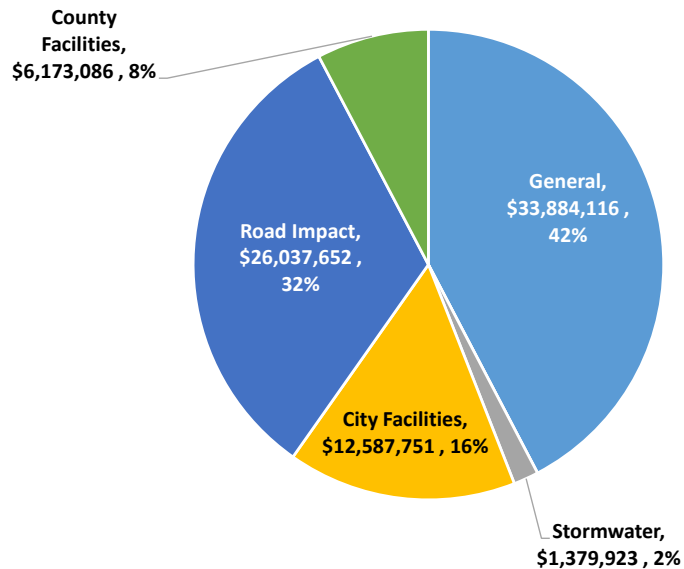
FY 2025-2034 Capital Improvement Program Financing Model

Projected Resources (Cash)

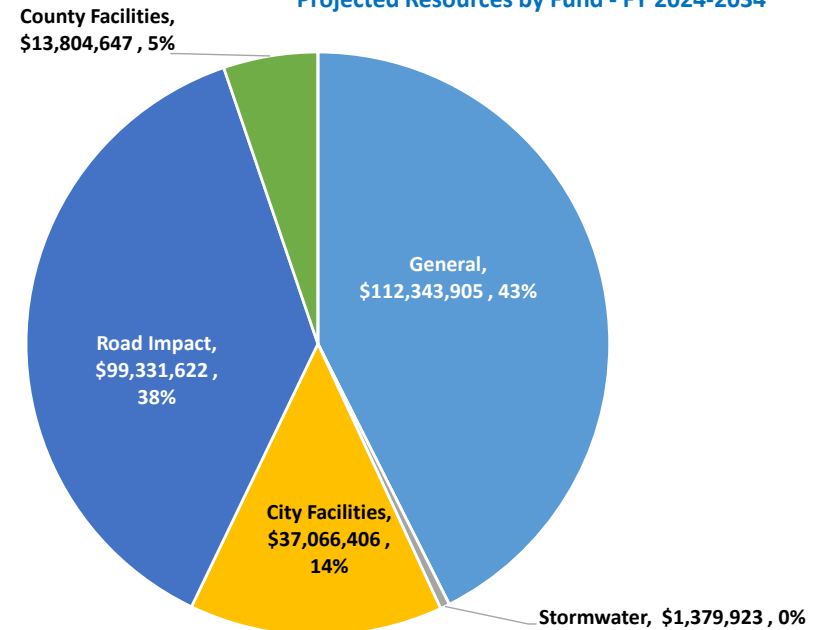
This summarizes the projected cash resources available to the City for the FY 2025-2034 Capital Improvement Program. Existing Fund Balance is shown at the far left, while annual anticipated revenue contributions are provided for the ten-year timeframe of the program.

	Fund Balance Available	Ongoing Resources										Total Available
		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General												
Capital Funding Account	\$ 33,884,116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,884,116
Invest Franklin	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TIF Roll-Off (eff. 2024)	\$ -	\$ 1,224,000	\$ 1,248,480	\$ 1,273,450	\$ 1,298,919	\$ 1,324,897	\$ 1,351,395	\$ 1,378,423	\$ 1,405,991	\$ 1,434,111	\$ 1,462,793	\$ 13,402,459
.5% Sales Tax (eff. 2022)	\$ -	\$ 5,674,984	\$ 5,845,233	\$ 6,020,590	\$ 6,201,208	\$ 6,387,244	\$ 6,578,862	\$ 6,776,228	\$ 6,979,514	\$ 7,188,900	\$ 7,404,567	\$ 65,057,331
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ 26,037,652	\$ 1,331,186	\$ 895,156	\$ 1,251,999	\$ 3,431,726	\$ 5,297,365	\$ 7,909,877	\$ 10,417,285	\$ 13,188,274	\$ 14,244,595	\$ 15,326,507	\$ 99,331,622
City Facilities Tax	\$ 12,587,751	\$ 1,933,704	\$ 2,044,603	\$ 2,146,834	\$ 2,254,175	\$ 2,366,884	\$ 2,485,228	\$ 2,609,490	\$ 2,739,964	\$ 2,876,962	\$ 3,020,811	\$ 37,066,406
County Facilities Tax	\$ 6,173,086	\$ 573,728	\$ 640,076	\$ 672,079	\$ 705,683	\$ 740,967	\$ 778,016	\$ 816,917	\$ 857,762	\$ 900,651	\$ 945,683	\$ 13,804,647
Stormwater	\$ 1,379,923	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,379,923
Hotel Motel	\$ 4,552,100	\$ 428,997	\$ 4,105,273	\$ 4,319,568	\$ 4,622,848	\$ 4,861,497	\$ 5,122,614	\$ 5,663,703	\$ 5,936,648	\$ 6,575,918	\$ 6,872,050	\$ 53,061,215
Parkland Dedication	\$ 6,168,001	\$ 1,208,674	\$ 1,340,463	\$ 1,268,823	\$ 1,331,514	\$ 1,397,339	\$ 1,466,456	\$ 1,539,029	\$ 1,615,231	\$ 1,695,242	\$ 1,779,254	\$ 20,810,026
Total	\$ 90,782,628	\$ 12,375,272	\$ 16,119,284	\$ 16,953,342	\$ 19,846,073	\$ 22,376,194	\$ 25,692,448	\$ 29,201,074	\$ 32,723,385	\$ 34,916,378	\$ 36,811,665	\$ 337,797,743

Existing Resources by Fund - FY 2024



Projected Resources by Fund - FY 2024-2034





City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Debt Capacity Analysis

This summarizes the impact upon the City's G.O. Bonds should the City take projected cash resources to extend the available resources to fund capital projects through the issuance of additional bonds.

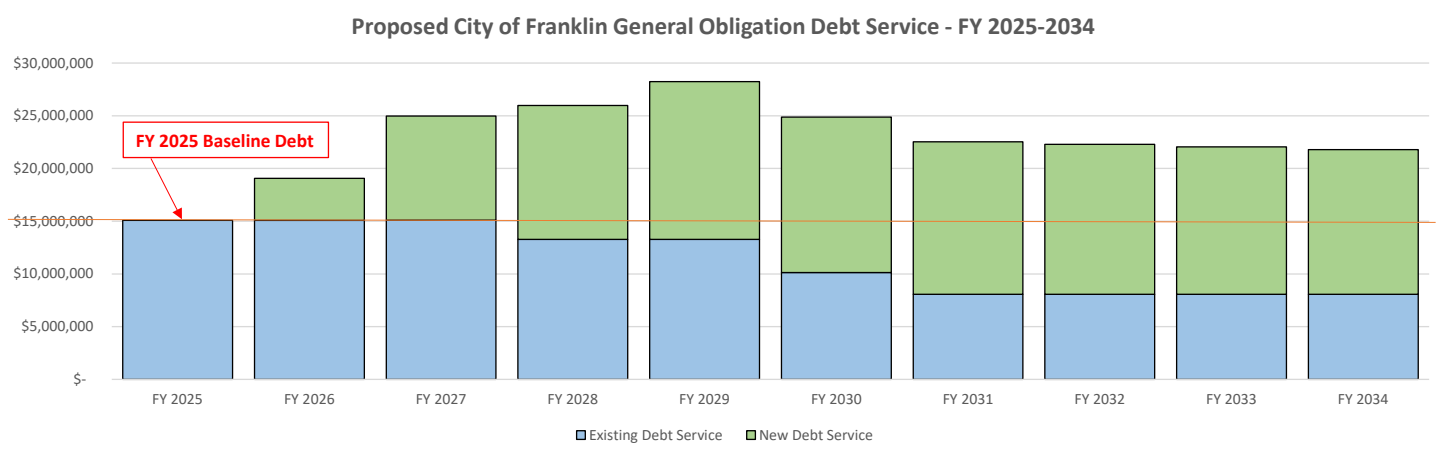
Proposed Debt Issuances

			FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Balance (FY 2035-FY 2055)
FY	Interest Rate	Issuance Amt.											
2025	5.00%	\$ 44,060,000	\$ -	\$ 3,990,014	\$ 3,996,000	\$ 3,991,500	\$ 3,992,500	\$ 3,993,500	\$ 3,994,250	\$ 3,994,500	\$ 3,994,000	\$ 3,992,500	\$ 31,405,750
2026	4.50%	\$ 75,000,000	\$ -	\$ -	\$ 5,875,000	\$ 5,755,000	\$ 5,635,000	\$ 5,515,000	\$ 5,395,000	\$ 5,275,000	\$ 5,155,000	\$ 5,035,000	\$ 80,410,000
2027	4.50%	\$ 31,000,000	\$ -	\$ -	\$ -	\$ 2,945,000	\$ 2,875,250	\$ 2,805,500	\$ 2,735,750	\$ 2,666,000	\$ 2,596,250	\$ 2,526,500	\$ 26,497,250
2028	4.00%	\$ 26,000,000	\$ -	\$ -	\$ -	\$ -	\$ 2,470,000	\$ 2,411,500	\$ 2,353,000	\$ 2,294,500	\$ 2,236,000	\$ 2,177,500	\$ 24,342,500
A	New Debt Service		\$ -	\$ 3,990,014	\$ 9,871,000	\$ 12,691,500	\$ 14,972,750	\$ 14,725,502	\$ 14,478,002	\$ 14,230,003	\$ 13,981,254	\$ 13,731,505	\$ 162,655,500
B	Existing Debt Service		\$ 15,085,602	\$ 15,083,002	\$ 15,098,486	\$ 13,285,990	\$ 13,274,040	\$ 10,142,850	\$ 8,062,200	\$ 8,062,201	\$ 8,062,202	\$ 8,062,203	\$ 33,427,035
C (A + B)	Cumulative G.O. Debt Service		\$ 15,085,602	\$ 19,073,016	\$ 24,969,486	\$ 25,977,490	\$ 28,246,790	\$ 24,868,352	\$ 22,540,202	\$ 22,292,204	\$ 22,043,456	\$ 21,793,708	\$ 196,082,535

Summary:

A key financing component to the FY 2025-2034 Capital Improvement Plan is the issuance of debt. Staff is recommending the additional issuance of \$176,060,000 worth of General Obligation (G.O.) bonds in four separate issuances for a duration of 20 years (except for \$85,000,000 being issued for 30 years for a New City Hall in FY 2027 & 2028).

The impacts on the overall debt service are shown above and to the right.



Debt Funding Analysis

How the debt is issued is dependent upon many factors; but none more important than the ability to pay. The chart below shows the annual increase in debt service necessary to service the roughly \$176,060,000 in new bonds (Row A). Row B shows the available resources to be generated in tax revenue coming first from the City's portion of the .5% Sales Tax initiative originally raised for funding Williamson County Schools but has now returned to the City and is split 1/2 to capital and 1/2 to operations. The second portion of Row B is from the retiring of the TIF district, which began to produce property tax revenues in FY 2023 for the General Fund. Row C is the difference on an annual basis which will be required to be funded from accumulated capital cash reserves. Finally, Row D shows the ongoing balance of the G/F Capital Funding Account through FY 2034 if \$176,060,000 in additional bonds are issued.

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
A Additional Net Debt Service from FY 2024 Levels	\$ (1,208,414)	\$ 2,779,000	\$ 8,675,470	\$ 9,683,474	\$ 11,952,774	\$ 8,574,336	\$ 6,246,186	\$ 5,998,188	\$ 5,749,440	\$ 5,499,692
B Capital Commitments from new Taxes (TIF Roll-off, .5% Sales Tax)	\$ 6,898,984	\$ 7,093,713	\$ 7,294,040	\$ 7,500,127	\$ 7,712,141	\$ 7,930,257	\$ 8,154,650	\$ 8,385,506	\$ 8,623,011	\$ 8,867,360
C (A-B) Amount needed from G/F Cash	\$ 8,107,398	\$ 4,314,714	\$ (1,381,430)	\$ (2,183,347)	\$ (4,240,633)	\$ (644,079)	\$ 1,908,464	\$ 2,387,318	\$ 2,873,571	\$ 3,367,668
D Balance of G/F Capital Cash	\$ 41,991,514	\$ 46,306,227	\$ 44,924,797	\$ 42,741,450	\$ 38,500,817	\$ 37,856,738	\$ 39,765,202	\$ 42,152,520	\$ 45,026,091	\$ 48,393,759



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

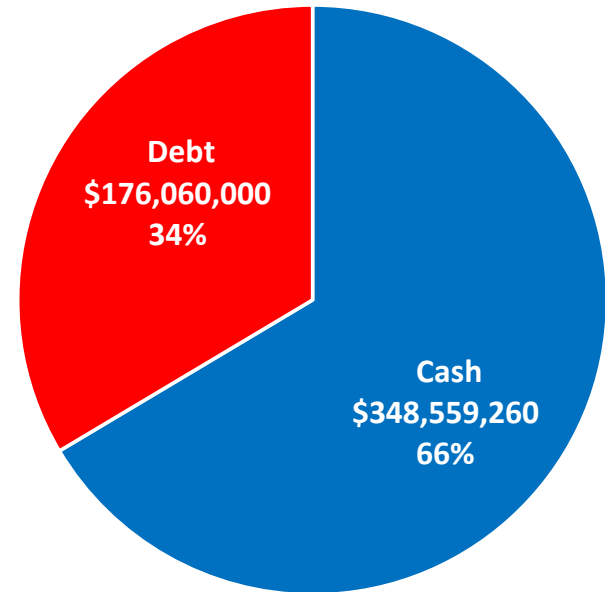
Resources Cash v. Debt

The following shows the anticipated balances in available funding at the end of the ten-year CIP horizon in both cash and debt financing.

FY 2025-2034 Projected

Resources

Internal		Cash & Debt
110 General		
Pay-as-you-go Cash ¹	\$	48,393,759
Additional Debt ²	\$	176,060,000
124 Sanitation Fund	\$	-
128 Road Impact Fund	\$	99,331,622
130 City Facilities Tax	\$	37,066,406
132 County Facilities Tax	\$	13,804,647
135 Stormwater	\$	1,379,923
150 Hotel Motel	\$	53,061,215
155 Parkland Dedication	\$	20,810,026
421 Water	\$	2,915,794
431 Sewer	\$	3,751,813
External		
Federal	\$	39,225,000
State	\$	9,800,000
Local	\$	16,782,458
Utilities	\$	664,522
Private	\$	1,572,076
Total	\$	524,619,260



Notes:

¹ Pay as you go cash includes the balance of the Capital Funding Account (over 45% of fund balance in the General Fund).

² Debt Service resource is an estimated amount of \$186,060,000 based upon the amount of capacity gained from the amount of existing debt service to be retired.



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Year-By-Need Overall Analysis

The following shows the annual financial need for capital projects by funding source. Detailed funding sheets by project are available later in this packet.

Year by Year Need	Actual	Projected										Total
	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Spent & Requested
Internal												
General												
General Cash	\$ 13,016,415	\$ 13,567,485	\$ 11,758,328	\$ 9,554,430	\$ 3,079,367	\$ 690,791	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,666,816
General Debt	\$ 14,326,818	\$ 35,000,000	\$ 75,000,000	\$ 31,000,000	\$ 26,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 181,326,818
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ 9,138,128	\$ 3,725,571	\$ 7,000,000	\$ 12,613,258	\$ 5,417,249	\$ 1,500,000	\$ 1,012,635	\$ -	\$ -	\$ -	\$ -	\$ 40,406,841
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City Facilities Tax	\$ 8,983,942	\$ 12,685,573	\$ 801,618	\$ -	\$ -	\$ 450,000	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ 23,371,133
County Facilities Tax	\$ -	\$ -	\$ 2,000,000	\$ -	\$ 9,025,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,025,000
Hotel Motel	\$ 2,917,870	\$ 3,182,134	\$ 3,075,000	\$ -	\$ 525,000	\$ 925,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,625,004
Parkland Dedication	\$ 5,743,358	\$ 2,000,000	\$ 1,922,355	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,665,713
Water Funding	\$ 1,015,794	\$ -	\$ 300,000	\$ 850,000	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,915,794
Sewer Funding	\$ 551,813	\$ 333,333	\$ 633,333	\$ 1,033,334	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,751,813
External												
Federal Funding	\$ 6,621,872	\$ 8,856,216	\$ 8,856,216	\$ 12,096,216	\$ 1,356,218	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,786,739
State Funding	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000
County Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Municipalities	\$ 1,000,000	\$ 1,000,000	\$ 2,000,000	\$ 500,000	\$ 500,000	\$ 3,000,000	\$ 3,050,259	\$ -	\$ -	\$ -	\$ -	\$ 11,050,259
FSSD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Reimbursements	\$ -	\$ 727,205	\$ -	\$ -	\$ 1,013,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,740,905
Private Fundraising	\$ 871,273	\$ 1,865,135	\$ 365,135	\$ 365,135	\$ 365,135	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,831,814
Total	\$ 64,287,283	\$ 82,942,653	\$ 113,711,986	\$ 68,012,373	\$ 49,231,670	\$ 7,565,791	\$ 4,512,894	\$ -	\$ -	\$ -	\$ -	\$ 390,264,649



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Change over time in CIP Financing

The following shows the difference between what we planned, what we have budgeted, what we have appropriated and what is left.

Revenues - FY 2025-2034 CIP

A	Projected Financing as of June 25, 2024	\$	423,483,891
	Add - Road Impact Fee Estimates	\$	77,143,346
	Add - General Fund Cash	\$	20,020,217
	Add - City Facilities Tax	\$	1,153,895
	Add - County Facilities Tax	\$	742,271
	Add - Hotel/Motel Tax	\$	16,313,455
	Add - Parkland Dedication	\$	7,519,523
	Reduce - Stormwater	\$	(372,619)
	Reduce - Water	\$	(1,656,673)
	Reduce - Sewer	\$	(788,045)
	Reduce - Debt	\$	(18,940,000)
B	Projected Financing as of January 14, 2025	\$	524,619,260

Expenses - FY 2025-2034 CIP

C	Estimated CIP Project costs as of June 25, 2024	\$	367,606,536
	Add: City Hall	\$	2,376,098
	Add: SE Park	\$	16,686,202
	Add: McEwen IV	\$	8,355,402
	Add: Robinson Lake	\$	1,340,411
	Reduce: Peytonsville Road & Pratt Lane	\$	(6,100,000)
D	Estimated CIP Project costs as of January 14, 2025	\$	390,264,069

E	Total Available as of January 14, 2025	\$	134,354,611
----------	--	----	-------------

Summary Reconciliation since June 25, 2024

F (A-C)	Resources as of June 25, 2024	\$	55,877,355
+	Add to Revenues	\$	122,892,707
-	Reduction in Revenues	\$	(21,757,337)
=	Net Resources Available as of January 14, 2025	\$	157,012,724
-	Add to Expenses	\$	(28,758,113)
+	Reduction in Expenses	\$	6,100,000
=	Total Available as of January 14, 2025	\$	134,354,611



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

This page intentionally left blank.



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

HISTORIC
FRANKLIN
TENNESSEE

10-Year Financing Analysis



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

This page intentionally left blank.

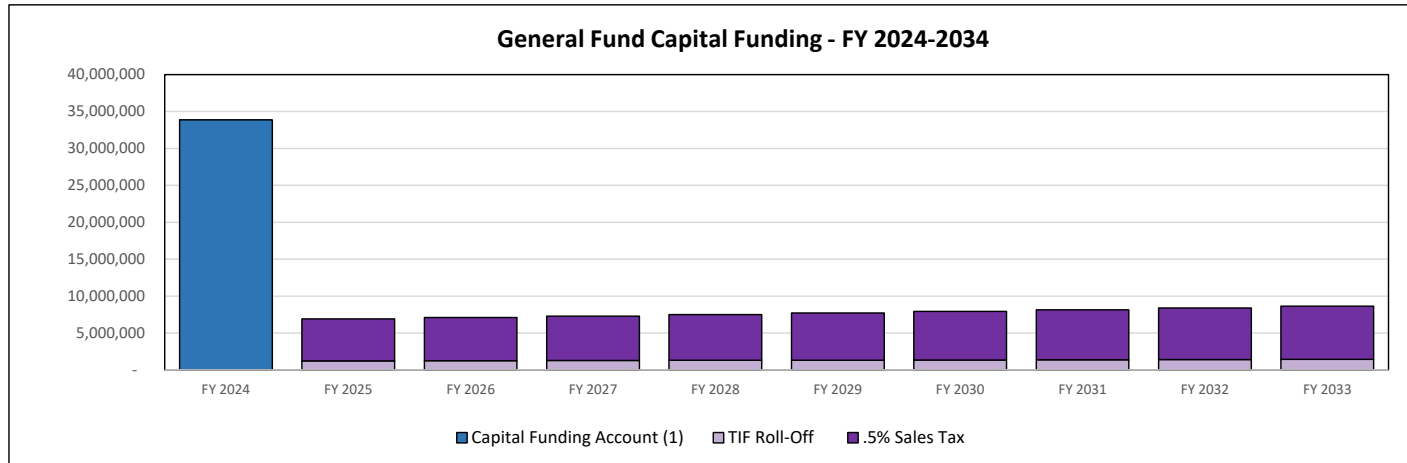


City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Fund:	General Fund	Percent of Total CIP Revenues	33.3%
--------------	---------------------	--------------------------------------	--------------

General Fund: The largest funding source for Capital Projects is the General Fund. The property tax and sales tax contribute to capital resources within the General Fund. Over the last ten-years, the City has dedicated increased recurring resources from the property tax to capital expenditure - in the form of the *Invest Franklin* initiative, 1/2 of the .5% Sales Tax increase (which went to Williamson County Schools until FY 2022) and 1/2 of the money which annually serviced debt on the now finished TIF district.



	Actual	Projections										Totals
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Capital Funding Account ⁽¹⁾	33,884,116	-	-	-	-	-	-	-	-	-	-	33,884,116
TIF Roll-Off	-	1,224,000	1,248,480	1,273,450	1,298,919	1,324,897	1,351,395	1,378,423	1,405,991	1,434,111	1,462,793	13,402,459
.5% Sales Tax	-	5,674,984	5,845,233	6,020,590	6,201,208	6,387,244	6,578,862	6,776,228	6,979,514	7,188,900	7,404,567	65,057,331
Totals	\$ 33,884,116	\$ 6,898,984	\$ 7,093,713	\$ 7,294,040	\$ 7,500,127	\$ 7,712,141	\$ 7,930,257	\$ 8,154,650	\$ 8,385,506	\$ 8,623,011	\$ 8,867,360	\$ 112,343,905

Assumptions

(1) Balance of Capital Funding Account (that portion of G.F. Reserves over 45% of fund balance) varies annually.



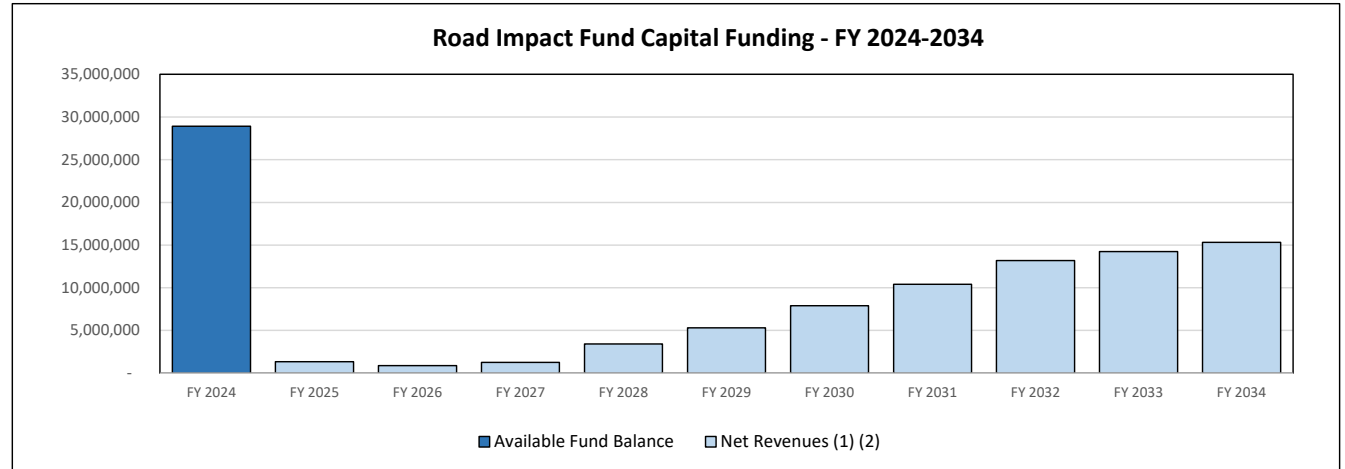
City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Fund:	Road Impact	Percent of All Revenues	29.4%
-------	-------------	-------------------------	-------

Road Impact Fund: The Road Impact Fund is the special revenue fund created for the accounting of expenditures in accord with City Ordinance 88-13 on the proceeds of road impact fees from new development. These funds can be used to pay for new arterial roads, directly or through payment of debt service on bonds associated with the projects.

During the FY 2025-2034 CIP horizon, the debt service obligation assigned the Road Impact Fund is over \$22 million. (Bonds are set to be retired in 2032 in this fund). Assuming the current balance is maintained as a sinking fund and reasonable collections remain to come into the fund, this obligation will be able to be met. Effective July 1, 2025, a new Road Impact Fee structure will be in place. Annual increases based upon a conservative projection of those collections is forecast for the 10-year period.



	Actual	Projections										Totals
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	10-year
Available Fund Balance	28,930,724	-	-	-	-	-	-	-	-	-	-	28,930,724
Arterial (1)	12,212,447	6,720,788	6,282,103	6,147,506	7,393,293	9,256,770	10,848,745	12,480,033	14,138,274	15,194,595	16,276,507	104,738,615
Collector Area 1 (1)	5,534,647											
Collector Area 2 (1)	8,283,758											
Collector Area 3 (1)	855,503											
Collector Area 4 (1)	(8,909)	(5,389,602)	(5,386,947)	(4,895,507)	(3,961,567)	(3,959,405)	(2,938,868)	(2,062,748)	(950,000)	(950,000)	(950,000)	(31,444,644)
Misc./Interest Income/Transfers	2,053,278											
Less one month reserve (1)	(2,893,072)											
Net Revenues (1) (2)	-	1,331,186	895,156	1,251,999	3,431,726	5,297,365	7,909,877	10,417,285	13,188,274	14,244,595	15,326,507	
Totals	\$ 26,037,652	\$ 1,331,186	\$ 895,156	\$ 1,251,999	\$ 3,431,726	\$ 5,297,365	\$ 7,909,877	\$ 10,417,285	\$ 13,188,274	\$ 14,244,595	\$ 15,326,507	\$ 99,331,622

(1) Available Capital Funding is annual anticipated collections less one-month reserve for State cash/fund balance requirements.

(2) Net Revenues less Debt Service and possible offsets.

(3) Assumes average of \$4,500,000 collected annually from FY 2024-FY 2033.



City of Franklin

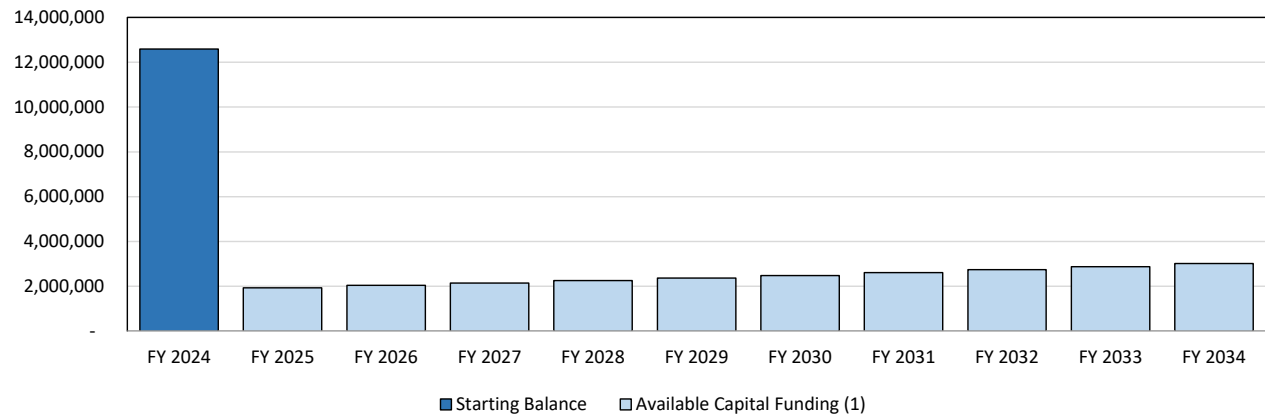
FY 2025-2034 Capital Improvement Program Financing Model

Fund:	City Facilities Tax Fund	Percent of All Revenues	11.0%
--------------	---------------------------------	--------------------------------	--------------

Facilities Tax Fund: A special revenue fund used to account for the proceeds authorized by a private act of the Tennessee General Assembly of 1987 for the City to levy and collect a privilege tax on new development to provide that new development contribute its fair share of providing new public facilities made necessary by growth. Such taxes may be expended only upon police, fire, sanitation, and parks and recreation.

With Fire Station 7 complete, ample resources are available to spend from the Facilities Tax on eligible capital projects during the 10-year CIP horizon.

City Facilities Tax Fund Capital Funding - FY 2024-2034



	Actual	Projections										Totals
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	10-Year
Starting Balance	12,587,751	-	-	-	-	-	-	-	-	-	-	12,587,751
Available Capital Funding (1)		1,933,704	2,044,603	2,146,834	2,254,175	2,366,884	2,485,228	2,609,490	2,739,964	2,876,962	3,020,811	24,478,655
Totals	\$ 12,587,751	\$ 1,933,704	\$ 2,044,603	\$ 2,146,834	\$ 2,254,175	\$ 2,366,884	\$ 2,485,228	\$ 2,609,490	\$ 2,739,964	\$ 2,876,962	\$ 3,020,811	\$ 37,066,406

(1) Available Capital Funding is annual anticipated collections less one-month reserve for State cash/fund balance requirements.



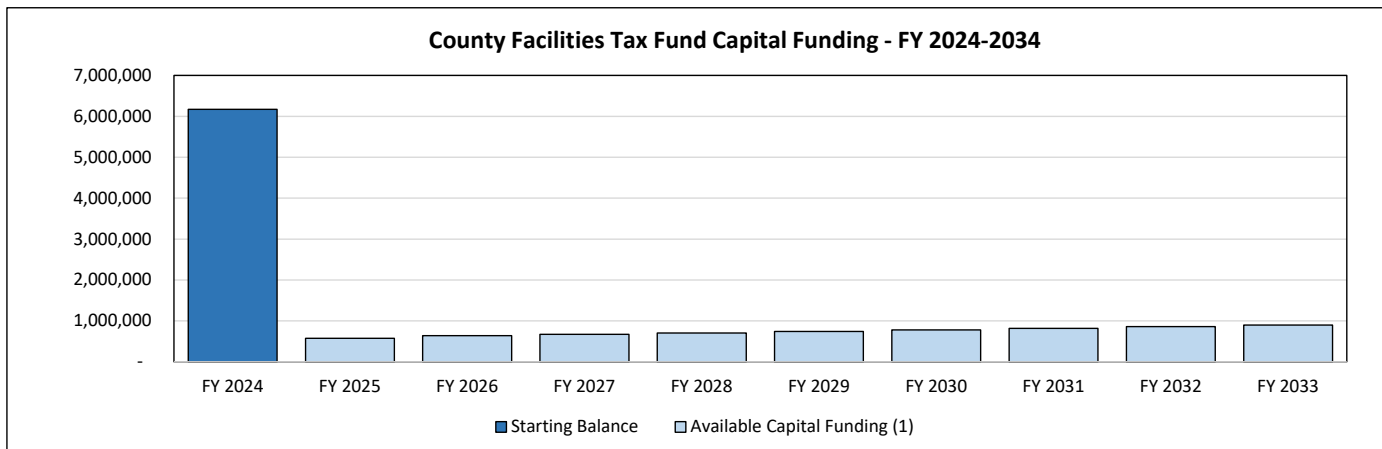
City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Fund:	County Facilities Tax Fund	Percent of All Revenues	4.1%
--------------	-----------------------------------	--------------------------------	-------------

Facilities Tax Fund: The County Facilities Tax Fund is a new special revenue fund used to account for the City's share of the County's Adequate School Facilities Tax. 30% of the proceeds are distributed to incorporated cities within the county, and another 30% is divided pro rata among the incorporated cities based on population in the last decennial census. The City began collecting a share of the County Facilities Tax in FY 2012.

Prior to FY 2017, monies collected had been deposited within the Capital Projects Fund. Funds are to be used for the purpose of providing public facilities.



	Actual	Projections										Totals
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	10-Year
Starting Balance	6,173,086	-	-	-	-	-	-	-	-	-	-	6,173,086
Available Capital Funding (1)	-	573,728	640,076	672,079	705,683	740,967	778,016	816,917	857,762	900,651	945,683	7,631,561
Totals	\$ 6,173,086	\$ 573,728	\$ 640,076	\$ 672,079	\$ 705,683	\$ 740,967	\$ 778,016	\$ 816,917	\$ 857,762	\$ 900,651	\$ 945,683	\$ 13,804,647

(1) Available Capital Funding is annual anticipated collections less one-month reserve for State cash/fund balance requirements.



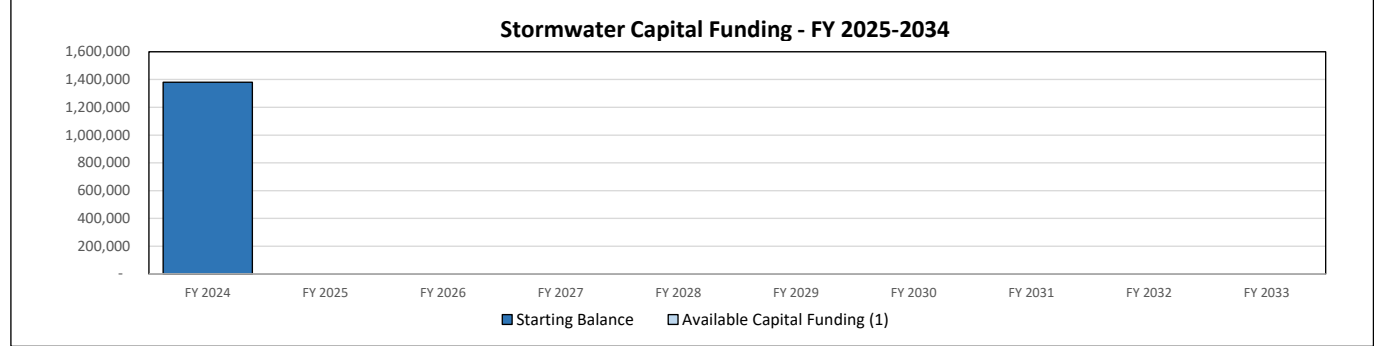
City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Fund:	Stormwater	Percent of Total CIP Revenues	0.4%
--------------	-------------------	--------------------------------------	-------------

Stormwater Fund: A special revenue fund used to account for the City's Stormwater drainage projects and operations that prevent water issues. Revenues are primarily from charges to residential and commercial customers based on roofs and paved areas.

This is another fund dependent upon development. Should development increase faster than projected, or fees are increased, more money maybe come available for capital needs/requests. As it is, little annual surplus is forecast after operational concerns are met.



	Actual	Projections										Totals
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Starting Balance	1,379,923	-	-	-	-	-	-	-	-	-	-	1,379,923
Available Capital Funding (1)	-	-	-	-	-	-	-	-	-	-	-	-
Totals	\$ 1,379,923	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,379,923

Assumptions

(1) Available Capital Funding is annual anticipated collections less two-month reserve for State cash/fund balance requirements, allowance for operations AND \$500,000 set aside for emergencies.



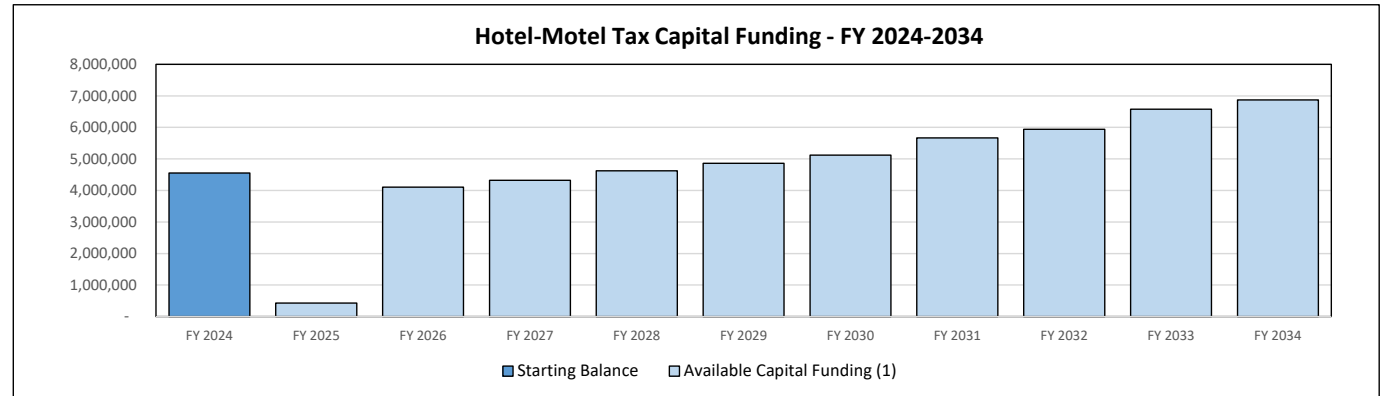
City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Fund:	Hotel Motel Tax	Percent of Total CIP Revenues	15.7%
--------------	------------------------	--------------------------------------	--------------

Hotel Motel Tax: The Hotel/Motel Tax has been used in the past for those types of infrastructure projects which promote recreation and tourism. Specifically, these monies have been used for servicing debt related to the acquisition of the Carter's Hill Battlefield, Eastern Flank Battlefield and the Park at Harlinsdale Farm.

Future growth assumes continued growth from hotel & short-term rental stays annually, less all known costs (existing debt service and the City's contribution to the Williamson County Convention & Visitors Bureau). Debt significantly drops in FY 2033.



	Actual	Projections										Totals
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Starting Balance	4,552,100	-	-	-	-	-	-	-	-	-	-	4,552,100
Available Capital Funding (1)		428,997	4,105,273	4,319,568	4,622,848	4,861,497	5,122,614	5,663,703	5,936,648	6,575,918	6,872,050	48,509,114
Totals	\$ 4,552,100	\$ 428,997	\$ 4,105,273	\$ 4,319,568	\$ 4,622,848	\$ 4,861,497	\$ 5,122,614	\$ 5,663,703	\$ 5,936,648	\$ 6,575,918	\$ 6,872,050	\$ 53,061,215

Assumptions

(1) Available Capital Funding is annual anticipated collections less one-month reserve for State cash/fund balance requirements and allowance for operations.



City of Franklin

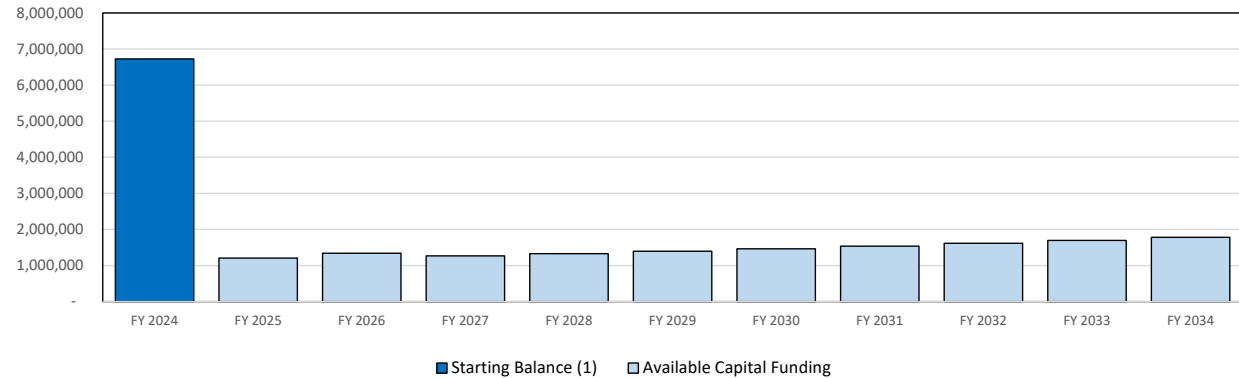
FY 2025-2034 Capital Improvement Program Financing Model

Fund:	Parkland Dedication	Percent of Total CIP Revenues	6.2%
-------	---------------------	-------------------------------	------

In Lieu of Parkland Fund: The In Lieu of Parkland Fund was created in FY 2015 for the purpose of satisfying requirements of Section 5.5.4 of the City of Franklin Zoning Ordinance for developers seeking alternatives to the development of green space within developments. Funds can be used only for the acquisition or development of public parks, greenways/blue ways, open space sites, and related facilities.

The important issue of concern with these funds is the nexus issue: funds can only be spent in the quadrant of the community in which they are collected. Although funds are likely to be generated annually in excess of a million dollars, they cannot be spent City-wide. This limits how much can be spent on a particular project.

Parkland Dedication Funding - FY 2024-2034



	Actual	Projections										Totals
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Starting Balance (1)	6,728,728	-	-	-	-	-	-	-	-	-	-	6,728,728
Quadrant 1 (2)	5,298,553											5,298,553
Quadrant 2 (2)	1,885,232											1,885,232
Quadrant 3 (2)	473,540											473,540
Quadrant 4 (2)	541,970											541,970
Misc./Interest Income/Transfers	(1,470,567)											(1,470,567)
Less one month reserve (1)	(560,727)											(560,727)
Available Capital Funding	-	1,208,674	1,340,463	1,268,823	1,331,514	1,397,339	1,466,456	1,539,029	1,615,231	1,695,242	1,779,254	14,642,025
Totals	\$ 6,168,001	\$ 1,208,674	\$ 1,340,463	\$ 1,268,823	\$ 1,331,514	\$ 1,397,339	\$ 1,466,456	\$ 1,539,029	\$ 1,615,231	\$ 1,695,242	\$ 1,779,254	\$ 20,810,026

Assumptions

- (1) Available Capital Funding is annual anticipated collections less one-month reserve for State cash/fund balance requirements.
- (2) Available balances in quadrants at end of FY 2024 inclusive of monies collected less those transferred to Capital Project Fund for various projects.



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

This page intentionally left blank.



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Detailed Project Sheets



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

This page intentionally left blank.

**Projects by Category****Completed**

<u>Project</u>		<u>Total Cost</u>
Franklin Road	\$	14,499,509
Major Road Resurfacing	\$	8,425,000
Fire Station 7	\$	8,160,909
FSSD (Freedom Middle/Poplar Grove)	\$	6,605,349
SR96W Trail	\$	5,890,103
Greenway & Bridge	\$	4,481,388
Sanitation Facility	\$	3,422,366
Hayes Home Restoration (Harlinsdale)	\$	1,672,350
100 Block Battle Avenue Drainage	\$	1,516,643
McEwen Drive Interchange Modifications	\$	807,792
Thompson Alley Neighborhood Park	\$	504,995
Maplewood Stormwater Project	\$	469,114
5th Avenue Parking Lot	\$	211,946
Eastern Flank Circle (Loop Road) Repair	\$	191,503

Total Spent - Completed Projects	\$	56,858,967
---	-----------	-------------------

Under Construction

<u>Project</u>		<u>Total Cost</u>
Bicentennial Park	\$	11,715,112
USACE - Home Raising Project	\$	11,610,367
Main Barn Restoration (Harlinsdale)	\$	4,000,004
Bundled Bridges Construction & Rehabilitation Contract	\$	3,863,035
Jordan Road	\$	3,541,764

Total Budgeted - Under Construction Projects	\$	34,730,282
---	-----------	-------------------

Right-of-Way/Acquisition/Bidding

<u>Project</u>		<u>Total Cost</u>
Southeast Municipal Complex - Ph.1	\$	64,884,584
East McEwen Drive - Phase 4	\$	55,356,108
Lockwood Glen Park	\$	15,628,284



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Revised Costs Late 2024

Projects by Category

Lewisburg Sidewalk - to Collins Farm	\$	4,156,145
--------------------------------------	----	-----------

Total Budgeted - Right-of-Way/Acquisition/Bidding Projects	\$	140,025,121
---	-----------	--------------------

Design - Committed

<u>Project</u>		<u>Total Cost</u>
New City Hall	\$	102,066,695
Long Lane & Old Peytonsville	\$	28,200,000
McEwen Phase 5	\$	19,800,687
Liberty Park Improvements	\$	11,672,355

Total Budgeted - Committed	\$	161,739,737
-----------------------------------	-----------	--------------------

Design - Uncommitted

<u>Project</u>		<u>Total Cost</u>
Mallory/N Royal Oaks/Liberty	\$	21,723,895
Church Street	\$	16,532,450
Peytonsville Rd & Pratt Ln Int. Improvements	\$	8,000,000
Lewisburg Sidewalk - Collins Farm to Carriage Park Drive	\$	750,000
Greenway (Aspen Grove to Mack Hatcher)	\$	800,000
Greenway (Pinkerton Park to Franklin Road Bridge)	\$	350,000
Mack Hatcher Multiuse Trail (Franklin-Hillsboro)	\$	900,000
Lewisburg Sidewalk - Carriage Park Drive to Mack Hatcher	\$	1,700,000
Main St Sidewalk Repair Project	\$	3,013,164

Total Budgeted - Uncommitted	\$	53,769,509
-------------------------------------	-----------	-------------------

Total all Projects in the CIP - Completed and Remaining	\$	447,123,616
--	-----------	--------------------

- Less all Completed Projects	\$	(56,858,967)
--------------------------------------	-----------	---------------------

Total all Remaining Projects	\$	390,264,649
-------------------------------------	-----------	--------------------



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

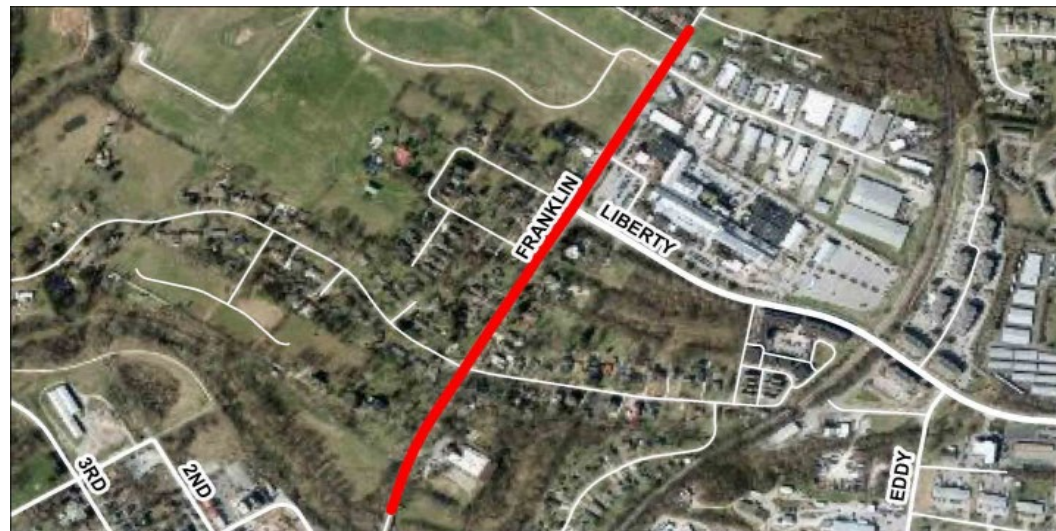
Project #: ST16009

Franklin Road Improvements & Streetscape

Board Priority: ☆☆☆☆☆

CIP: FY 2017-2026

Improvement of Franklin Road, from the bridge at the Harpeth River to Hooper Lane. The project shall be constructed as a three (3) facility. Project shall include: curb & gutter, street lights, ITS Infrastructure, sidewalks, and typical streetscape elements. Approximate project length of 3,500 LF.



Expenditure Summary

Original Project Cost Estimate	\$	18,178,952
Current Project Cost Estimate	\$	15,000,000
Dollars Spent as of July 2023	\$	14,499,509

Project Status

Current Phase **Completed**

Financing Summary

	Actual	Projected										Total Available
Franklin Road	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ 317,061	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 317,061
General - Bond Proceeds	\$ 11,780,825	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,780,825
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ 1,065,081	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,065,081
Sewer Funding	\$ 788,045	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 788,045
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Reimbursements	\$ 548,497	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 548,497
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 14,499,509	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,499,509

Final Cost: \$ 14,499,509

Remaining Funding Needed: \$ -



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

Project #: ST16009

Major Road Resurfacing/Paving

Board Priority:

☆☆☆☆

CIP:

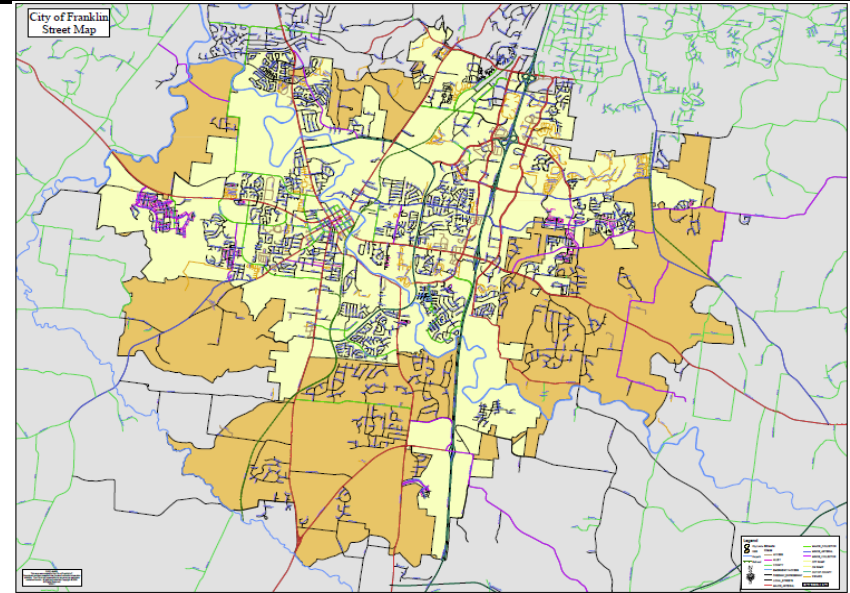
FY 2017-2026

The resurfacing (e.g. paving) of major roadways within the City are proposed to be included in the Capital Investment Plan (CIP) as follows:

2017 - Cool Springs Blvd, from Mack Hatcher Pkwy to East McEwen Dr.

2019 - Royal Oaks Blvd/Mallory Ln, from Mack Hatcher Pkwy to Cool Springs Blvd.

2021 - Mallory Ln, from Cool Springs Blvd to Moores Ln.



Expenditure Summary

Original Project Cost Estimate	\$	8,425,000
Current Project Cost Estimate	\$	8,425,000
Dollars Spent as of August 2021	\$	8,425,000

Project Status

Current Phase

Completed

Financing Summary

	Actual	Projected										Total Available
Major Road Resurfacing	thru FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	
Internal												
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ 8,425,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,425,000
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Lieu of Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 8,425,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,425,000

Final Cost: \$ 8,425,000
Remaining Funding Needed: \$ -



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

Project #: FD16001

Fire Station 7

Board Priority: ☆☆☆☆☆

CIP: FY 2017-2026

New Fire Station at the Williamson
County AG Complex



Expenditure Summary

Original Project Cost Estimate	\$	7,062,500
Final Cost	\$	8,160,909
Dollars Spent as of December 2023	\$	8,160,909

Project Status

Current Phase **Completed**

Financing Summary

	Actual	Projected										Total Available
Fire Station 7	thru FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	
Internal												
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ 7,345,909	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,345,909
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Lieu of Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County	\$ 815,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 815,000
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 8,160,909	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,160,909



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

Project #: PK19001

FSSD (Freedom Middle/Poplar Grove)

Board Priority:

CIP:

FY 2017-2026

In 2017, the Board of Mayor and Alderman and the Franklin Special School District Board approved a concept master plan. The first phase will be a major renovation project to the existing baseball field, softball field, adding a batting cage to be shared by both boys and girls along with a concession stand/restroom facility that is much needed for the property. A Memorandum of Understanding for each phase will be completed to divide cost and maintenance/shared use responsibilities for each party. Located in Parkland Dedication Quadrant 4.



Expenditure Summary

Original Project Cost Estimate	\$	5,150,000
Current Project Cost Estimate	\$	7,051,300
Dollars Spent as of July 2023	\$	6,605,349

Project Status

Current Phase

Completed

Financing Summary

	Actual	Projected										Total Available
FSSD (Freedom Middle/Poplar Grove)	thru FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	
Internal												
General - Cash	\$ (1,740,908)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,740,908)
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ 1,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,600,000
Hotel Motel	\$ 1,787,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,787,500
Parkland Dedication (Q4)	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FSSD	\$ 3,458,757	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,458,757
Total	\$ 6,605,349	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,605,349

Final Cost \$ 6,605,349
Remaining Funding Needed: \$ (0)



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

Project #: ST16020

SR96W Multiuse Trail (Vera Valley Dr-5th Ave N)

Board Priority:

CIP: FY 2017-2026

Extend ten (10) foot multi-use trail from Vera Valley Drive to 9th Avenue in Downtown Franklin. Approximate project length is 5,800 LF.

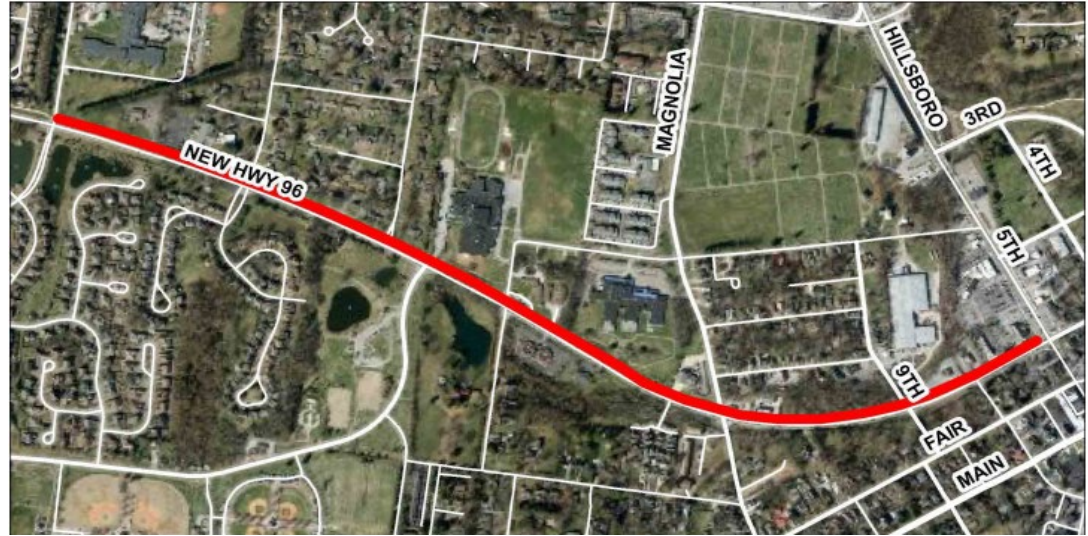
Expenditure Summary

Original Project Cost Estimate	\$	5,300,000
Final Cost	\$	5,890,103
Dollars Spent as of July 2023	\$	5,890,103

Project Status

Current Phase

Completed



Financing Summary

	Actual	Projected										Total Available
SR96W Trail	thru FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	
Internal												
General - Cash	\$ (1,579,572)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,579,572)
General - Bond Proceeds	\$ 3,212,058	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,212,058
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ 1,750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750,000
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ 591,592	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 591,592
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800,000
Utility Reimbursements	\$ 116,025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116,025
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 5,890,103	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,890,103



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: PK16013

Greenway & Bridge (Harlinsdale to Chestnut Bend)

Board Priority:

CIP: FY 2019-2028

This trail segment connects large sections of existing trails located in the Chestnut Bend HOA through open space along the Harpeth to The park at Harlinsdale Farms. A bridge to connect the internal trails at the Park at Harlinsdale to the existing Chestnut Bend trails.

Located in Parkland Dedication Quadrant 4.

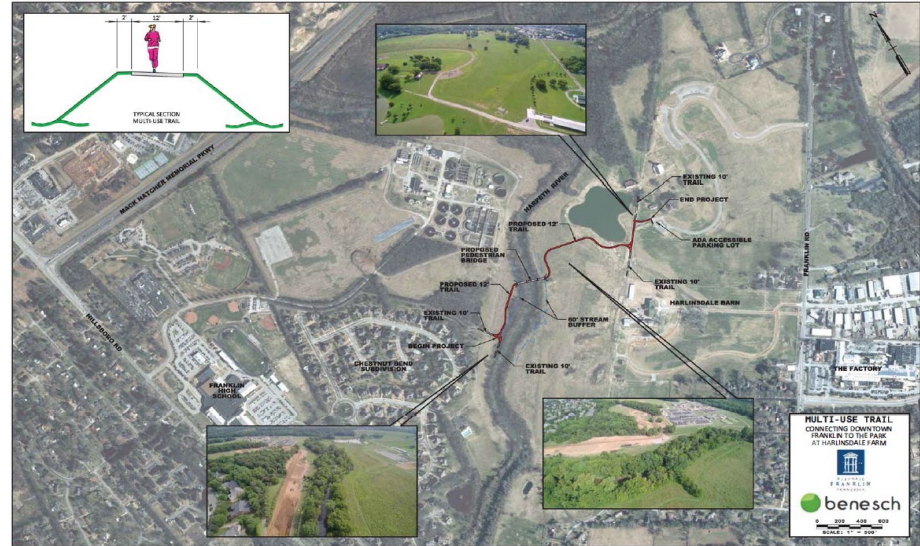
Expenditure Summary

Original Project Cost Estimate	\$	3,032,960
Current Project Cost Estimate	\$	4,481,388
Dollars Spent as of July 2023	\$	2,030,815

Project Status

Current Phase **Under Construction**

Park16013 – Greenway & Bridge (Harlinsdale to Chestnut Bend)



Financing Summary

	Actual	Projected										Total Available
	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Greenway & Bridge												
Internal												
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund (Arterial)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ 2,481,388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,481,388
Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 4,481,388	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,481,388



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

Project #: FM19003

Sanitation Facility Improvements

Board Priority:

CIP: FY 2019-2028

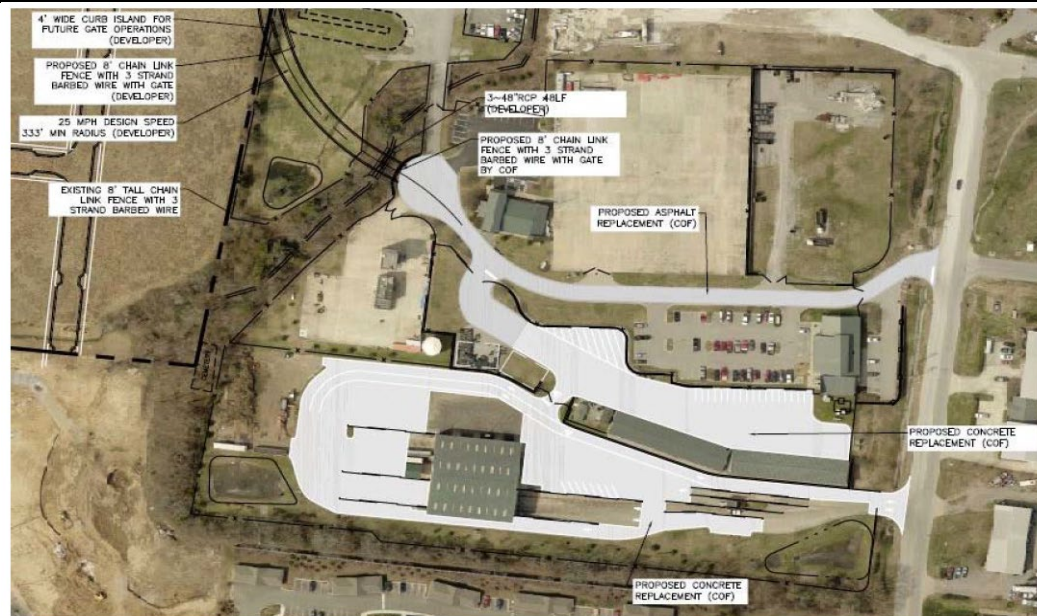
The pavement at the Municipal Services Complex continues to fail and needs full depth pavement restoration. In addition, we need to make some modifications to the drainage system of the transfer station.

Expenditure Summary

Original Project Cost Estimate	\$	3,150,000
Current Project Cost Estimate	\$	3,422,366
Dollars Spent as of August 2021	\$	3,422,366

Project Status

Current Phase **Completed**



Financing Summary

	Actual	Projected										Total Available
Sanitation Facility	thru FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	
Internal												
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ 3,422,366	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,422,366
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Lieu of Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 3,422,366	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 3,422,366



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

Project #: PK16001

Hayes Home Restoration (Harlinsdale)

Board Priority:

CIP:

Restoration started on the exterior of the home in 2012 through receiving grants and utilizing funding from the Hotel/Motel fund for the stabilization of the foundation and specific features which included the porches, foundation, chimney, and gutter systems. The City of Franklin is partnering with the Friends of Franklin group to renovate the Hayes House located at the Park at Harlinsdale Farm. The house will be used for educational purposes (history of the farm), to host special events, and as offices to support The Park at Harlinsdale Farm.

Expenditure Summary

Original Project Cost Estimate	\$	482,870
Current Project Cost Estimate	\$	1,672,350
Dollars Spent as of July 2023	\$	222,271

Project Status

Current Phase

Under Construction



Financing Summary

	Actual	Projected										Total Available
Hayes Home Restoration (Harlinsdale)	thru FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	
Internal												
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ 100,274	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,274
Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Municipalities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ 222,271	\$ 849,805	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,572,076
Total	\$ 222,271	\$ 950,079	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,672,350



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

Project #: SW16003

100 Block Battle Avenue Drainage Improvements

Board Priority:

CIP: FY 2019-2028

This project includes the construction of a regional detention pond located between 107 Battle Avenue and 101 Fairground Street. This project will include a design for a 100-year storm event and a new stormwater pump station.



Expenditure Summary

Original Project Cost Estimate	\$	2,500,000
Current Project Cost Estimate	\$	1,850,000
Dollars Spent as of August 2021	\$	1,516,643

Project Status

Current Phase **Completed**

Financing Summary

	Actual	Projected										Total Available
100 Block Battle Avenue Drainage	thru 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	
Internal												
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ 1,516,643	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,516,643
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Municipalities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 1,516,643	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,516,643



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

Project #: ST19004

McEwen Drive Interchange Modifications

Board Priority:

CIP: FY 2019-2028

Add an additional turn west to southbound turn lane to improve the capacity of the McEwen Interchange.

Expenditure Summary

Original Project Cost Estimate	\$	1,000,000
Current Project Cost Estimate	\$	1,002,749
Dollars Spent as of July 2023	\$	807,792

Project Status

Current Phase

Completed



Financing Summary

	Actual	Projected											Total Available
McEwen Drive Interchange Modification	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033		
Internal													
General - Cash	\$ (192,208)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (192,208)
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund (Art.)	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External													
Federal Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 807,792	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 807,792



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

Project #: PK19010

Thompson Alley Neighborhood Park

Board Priority:

CIP:

FY 2019-2028

Obtained post-flood 2010, the Parks Department maintains the vacant land on a weekly mowing basis. The Parks Master Plan identified the need in the study to identify and construct more neighborhood parks. Due to being a FEMA property, the Parks Department identified the existing seven FEMA properties as potential neighborhood parks. The purpose of this project is to create a small, neighborhood park on a small, city-owned property on Thompson Alley. The park will include amenities such as: a pergola-covered picnic area, outdoor foosball table, outdoor ping-pong table, outdoor chess table, and a grill.

Located in Parkland Dedication Quadrant 3.

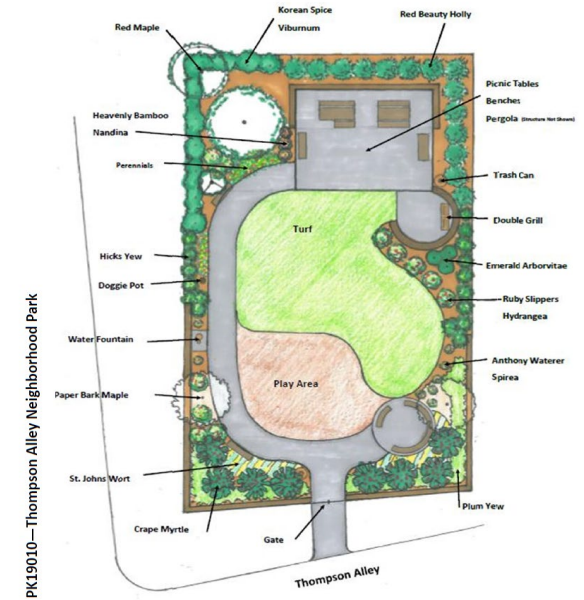
Expenditure Summary

Original Project Cost Estimate	\$	220,000
Current Project Cost Estimate	\$	504,995
Dollars Spent as of July 2023	\$	5,000

Project Status

Current Phase

Under Construction



Financing Summary

	Actual	Projected										Total Available
	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	
Thompson Alley Neighborhood Park												
Internal												
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland Dedication (Q3)	\$ 220,000	\$ 284,995	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 504,995
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Municipalities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 220,000	\$ 284,995	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 504,995



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

Project #: SW16007

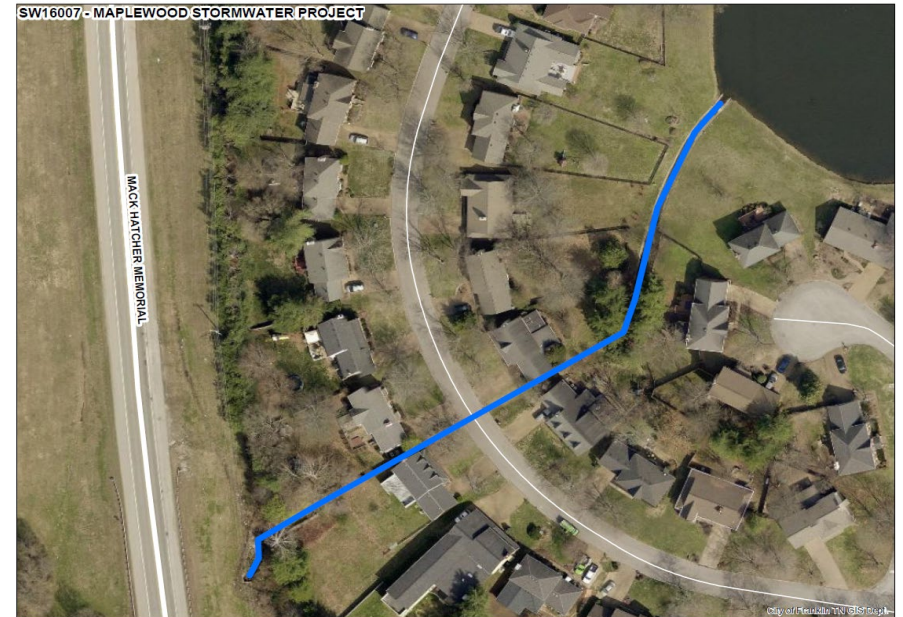
Maplewood Stormwater Project

Board Priority:

CIP:

Replace failing 72" CMP within the Maplewood Subdivision.

SW16007 - MAPLEWOOD STORMWATER PROJECT



Expenditure Summary

Original Project Cost Estimate	\$	530,000
Current Project Cost Estimate	\$	469,114
Dollars Spent as of July 2023	\$	469,114

Project Status

Current Phase

Completed

Financing Summary

	Actual	Projected										Total Available
Maplewood Stormwater Project	thru FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	
Internal												
General - Cash	\$ 469,114	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 469,114
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Lieu of Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Municipalities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 469,114	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 469,114



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

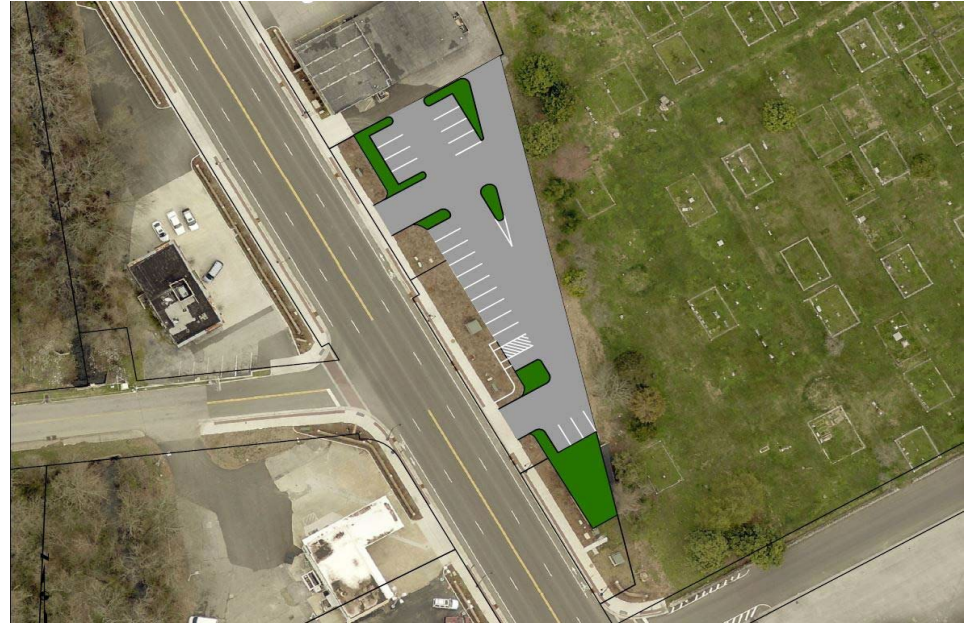
Project #: FM19001

5th Avenue Parking Lot

Board Priority:

CIP:

This project includes the construction of a regional detention pond located between 107 Battle Avenue and 101 Fairground Street. This project will include a design for a 100-year storm event and a new stormwater pump station.



Expenditure Summary

Original Project Cost Estimate	\$	500,000
Final Cost	\$	211,946
Dollars Spent as of July 2023	\$	211,946

Project Status

Current Phase

Completed

Financing Summary

	Actual	Projected										Total Available	
5th Avenue Parking Lot	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033		
Internal													
General - Cash	\$ (38,054)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (38,054)	
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Hotel Motel	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	
Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
External													
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Municipalities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 211,946	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 211,946	



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

Project #: PK16018

Eastern Flank Circle (Loop Road) Repair

Board Priority:

CIP: FY 2019-2028

Cover existing DBST with West TN Mix.

Expenditure Summary

Original Project Cost Estimate	\$	175,000
Current Project Cost Estimate	\$	192,000
Dollars Spent as of July 2023	\$	191,503

Project Status

Current Phase

Completed



Financing Summary

	Actual	Projected										Total
Eastern Flank Circle (Loop Road) Rep	thru FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Available
Internal												
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ 191,503	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 191,503
Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Municipalities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 191,503	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 191,503



City of Franklin

FY 2024-2033 Capital Improvement Program Financing Model

Project #: PK16020

Bicentennial Park

Board Priority:

CIP: FY 2019-2028

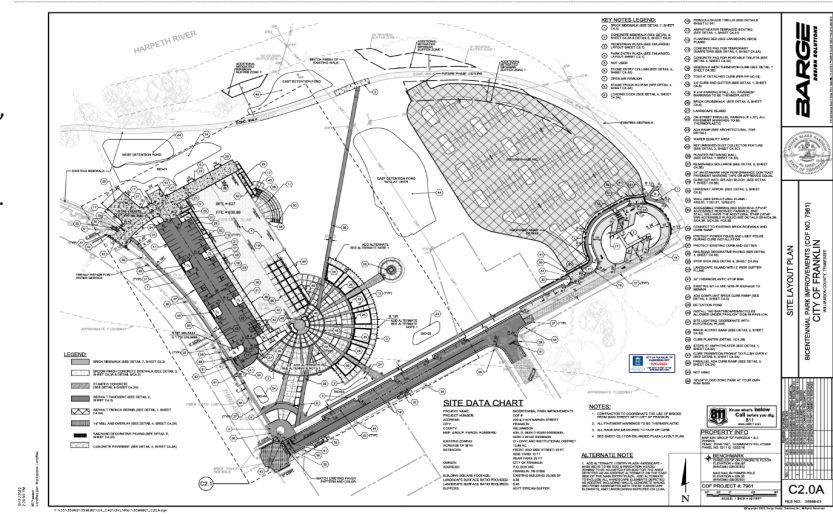
The Bicentennial Park Improvements project is located in the City of Franklin between 3rd Avenue North, North Margin Street, and the Harpeth River. It consists of approximately 10 acres. The project includes the construction of an open-air pavilion, development of the park, restroom facilities, and general upgrades to establish a new event space for the City. The intent and purpose of this park is to serve multiple uses by the City of Franklin Parks Department, including as an event venue for community performances or movies in the park. Located in Parkland Dedication Quadrant 4.

Expenditure Summary

Original Project Cost Estimate	\$	4,220,000
Current Project Cost Estimate	\$	11,715,112
Dollars Spent as of November 2024	\$	7,370,359

Project Status

Current Phase Under Construction



Financing Summary

	Actual	Projected										Total Available
	Thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Bicentennial Park												
Internal												
General - Cash	\$ 3,067,095	\$ 1,019,939	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,087,034
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ 3,000,000	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000,000
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland Dedication (#4)	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ 128,078	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128,078
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 7,695,173	\$ 4,019,939	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,715,112



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: SW16003

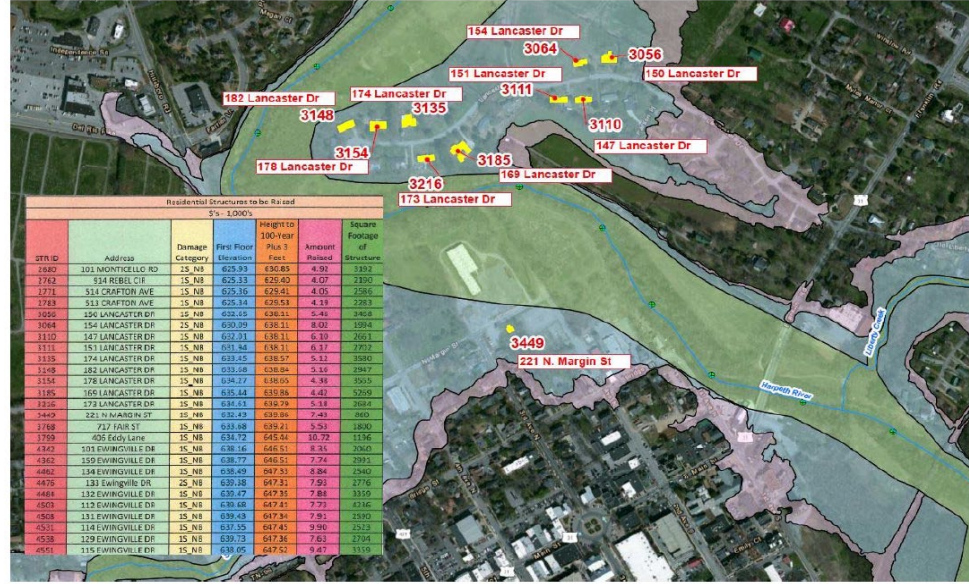
USACE - Home Raising Project

Board Priority:

CIP:

FY 2019-2028

Voluntary Program for 35 home raising as identified by the USACE. The project is 65% funded by the USACE and 35% funded by either the City or the Homeowner.



Expenditure Summary

Original Project Cost Estimate	\$	4,000,000
Current Project Cost Estimate	\$	11,610,367
Dollars Spent as of November 2024	\$	3,533,445

Project Status

Current Phase

Under Construction

Financing Summary

	Actual	Projected										Total Available
USACE - Home Raising Project	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ 700,000	\$ 332,953	\$ 332,953	\$ 332,954	\$ 332,954	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,031,814
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
Federal Funding	\$ 2,121,872	\$ 1,356,216	\$ 1,356,216	\$ 1,356,216	\$ 1,356,218	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,546,739
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ 571,273	\$ 365,135	\$ 365,135	\$ 365,135	\$ 365,135	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,031,814
Total	\$ 3,393,145	\$ 2,054,305	\$ 2,054,305	\$ 2,054,306	\$ 2,054,308	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,610,367



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: PK16002

Main Barn Restoration (Harlinsdale)

Board Priority:

CIP:

FY 2019-2028

In 2005, a master plan was completed by Archimania, but was more of an overview of the site. The objective of the updated master plan is to evaluate specific structures and develop concepts that broaden their usefulness. In FY19, the Parks Department has budgeted for a master plan update for architectural services to include the Main Barn. The master plan will identify the history/current use; proposed programming/use, HVAC/Sprinkler (dry system) and existing conditions which will result in concept drawings. The consultant will provide a conceptual opinion of probable cost for the total restoration project.

Expenditure Summary

Original Project Cost Estimate	\$	1,809,070
Current Project Cost Estimate	\$	4,000,004
Dollars Spent as of November 2024	\$	2,060,009

Project Status

Current Phase

Under Construction



Financing Summary

	Actual	Projected										Total Available	
Main Barn Restoration (Harlinsdale)	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034		
Internal													
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600,004
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Hotel Motel	\$ 2,417,870	\$ 1,182,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
External													
MPO/TDOT	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Other Municipalities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Total	\$ 2,817,870	\$ 1,182,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000,004



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: ST16005B

Bundled Bridges Construction & Rehabilitation Contract

Board Priority:

CIP:

This project includes repairs, widening, and/or replacement of 5 (five) separate bridges across the City: 1) West Main Street (SR-246) Bridge Widening, 2) Pratt Lane Bridge Demolition and Reconstruction, 3) Spencer Creek Road Pipe Removal and Box Culvert Construction, 4) Bakers Bridge Avenue Repairs and 5) Mallory Lane Bridge Repairs.

Expenditure Summary

Original Project Cost Estimate	\$	2,700,000
Current Project Cost Estimate	\$	3,863,035
Dollars Spent as of November 2024	\$	1,242,552

Project Status

Current Phase

Under Construction

Financing Summary

	Actual	Projected										Total Available
Bundled Bridges Construction & Rehabilitation C	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ 3,863,035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,863,035
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund (SA2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
Federal Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 3,863,035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,863,035



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: ST160006

Jordan Road (Aspen Grove Dr-Mallory Ln)

Board Priority:

CIP: FY 2019-2028

Improvement of Jordan Road, from Aspen Grove Road to Mallory Lane.
Reconstruction of Jordan Road to City standard two (2) lane facility with turn lanes as required. Project shall include: curb & gutter, ITS Infrastructure, and accommodations for pedestrians and bicycles.
Approximate project length of 1,700 LF.

Project located in Collector Service Area 1.

Expenditure Summary

Original Project Cost Estimate	\$	4,670,480
Current Project Cost Estimate	\$	3,541,764
Dollars Spent as of November 2024	\$	2,187,582

Project Status

Current Phase **Under Construction**



Financing Summary

	Actual	Projected										Total Available
Jordan Road	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ -	2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000
General - Bond Proceeds	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund (CA1)	\$ 300,000	1,241,764	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,541,764
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 300,000	\$ 3,241,764	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,541,764



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: PK16014

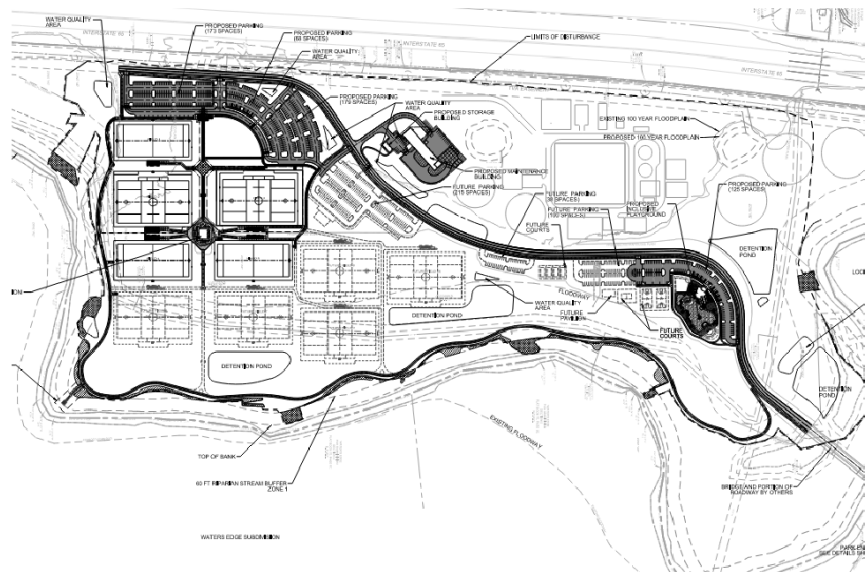
Southeast Municipal Complex Phase I

Board Priority:

CIP: FY 2019-2028

PK16014 - Southeast Park 2023

This new park would be built on the City-owned parcel 180 acres in size located between I-65 and the Harpeth River just south of Robinson Lake. The parcel is planned to be used as the site of a future City wastewater treatment plant. The park master plan has been adopted by the Board of Mayor and Aldermen.



Expenditure Summary

Original Project Cost Estimate	\$	31,200,000
Current Project Cost Estimate	\$	64,884,584
Dollars Spent as of November 2024	\$	12,089,403

Project Status

Current Phase - Bridge

Under Construction

Current Phase - Main Park

Under Construction

Financing Summary

Southeast Municipal Complex - Ph.1	Actual	Projected										Total Available
	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ -	\$ 3,494,417	\$ 884,584	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,379,001
General - Bond Proceeds	\$ 9,464,436	\$ 30,000,000	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,464,436
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ 3,381,642	\$ 8,000,000	\$ 801,618	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,183,260
Hotel Motel	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Parkland Dedication (Q2+Misc.)	\$ 418,358	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 418,358
Water Funding	\$ 1,015,794	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,015,794
Sewer Funding	\$ 423,735	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 423,735
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Total	\$ 15,203,965	\$ 42,994,417	\$ 6,686,202	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,884,584



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: ST16007

East McEwen Drive - Phase 4

Board Priority:

CIP: FY 2019-2028

Improvement of East McEwen Drive, from 800 feet east of the roundabout at Cool Springs Boulevard/Oxford Glen Drive to Wilson Pike (SR-252). The project shall be constructed as a four (4) lane, median divided facility with turn lanes as required. Project shall include: access management (as allowable), curb & gutter, street lights, ITS Infrastructure, and accommodations for pedestrians and bicycles. Approximate project length

Expenditure Summary

Original Project Cost Estimate	\$	34,057,000
Current Project Cost Estimate	\$	55,356,108
Dollars Spent as of November 2024	\$	4,938,319

Project Status

Current Phase **ROW/Bidding**



Financing Summary

	Actual	Projected										Total Available
East McEwen Drive - Phase 4	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ 4,291,838	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,291,838
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ 3,000,000	\$ 483,807	\$ 1,000,000	\$ 9,613,258	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,097,065
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ 333,333	\$ 333,333	\$ 333,334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
External												
MPO/TDOT	\$ 4,500,000	\$ 7,500,000	\$ 7,500,000	\$ 10,740,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,240,000
Utility Reimbursements	\$ -	\$ 727,205	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 727,205
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 11,791,838	\$ 14,044,345	\$ 8,833,333	\$ 20,686,592	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,356,108



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: PK16016

Robinson Lake Dam & Park Project

Board Priority:

CIP:

FY 2019-2028

In 2015, the City entered into a Professional Service Agreement with Edge Planning Landscape Architecture & Urban Design to provide design services for the approximately 80 acre Lockwood Glen Park. Edge will be providing a final master plan for the park as the City of Franklin and Crescent Communities assume responsibility in for the total cost of the master plan. The goal is to develop a working plan that can be considered a passive public park in the near future. Located adjacent to the Carothers's South Parkway. Part of the plan will include programming the 12-acre lake, public parking areas, public restrooms and walking trails around the Harpeth and the property.

Located in Parkland Dedication Quadrant 2.



Expenditure Summary

Original Project Cost Estimate	\$	5,530,000
Current Project Cost Estimate	\$	15,628,284
Dollars Spent as of November 2024	\$	1,187,873

Project Status

Current Phase

ROW/Bidding

Financing Summary

	Actual	Projected										Total Available
Lockwood Glen Park	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ -	\$ 1,340,411	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,340,411
General - Bond Proceeds	\$ -	\$ -	\$ 10,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund (Arterial)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ 2,602,300	\$ 1,685,573	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,287,873
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland Dedication (Q2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,602,300	\$ 3,025,984	\$ 10,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,628,284



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: ST16030

Lewisburg Ave Sidewalk to Collins Farm

Board Priority:

CIP:

FY 2019-2028

The purpose of this project is to improve pedestrian access within our historic downtown. The project includes sidewalks and trails from Collins Farm to West of Stewart St.

The project will include: roadway construction, utility upgrades/relocations, curb & gutter, and accommodations for pedestrians and bicycles. Approximate project length of 1,379 LF.



Expenditure Summary

Original Project Cost Estimate	\$	1,162,160
Current Project Cost Estimate	\$	4,156,145
Dollars Spent as of November 2024	\$	438,534

Project Status

Current Phase

ROW/Bidding

Financing Summary

	Actual	Projected										Total
Lewisburg Sidewalk	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Available
Internal												
General - Cash	\$ 426,380	\$ 879,765	\$ 2,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,556,145
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
Sewer Funding	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 426,380	\$ 879,765	\$ 2,850,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,156,145



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: FM16001

New City Hall Plaza

Board Priority:

CIP:

FY 2019-2028

New City Hall Plaza. Redevelopment of existing site, including new City Hall, 200 space underground parking, streetscape along 3rd Avenue, limited expansion of retail space along 3rd Avenue and 1 ac. Park at corner of 3rd and Church.



Expenditure Summary

Current Project Cost Estimate \$ 102,066,695
Dollars Spent as of November 2024 \$ 5,176,817

Project Status

Current Phase

Design-Committed

Financing Summary

	Actual	Projected										Total Available	
New City Hall	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034		
Internal													
General - Cash	\$ 1,636,010	\$ 4,000,000	\$ 5,000,000	\$ 6,430,685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,066,695	
General - Bond Proceeds	\$ -	\$ -	\$ 60,000,000	\$ 25,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,000,000	
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
External													
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ 1,636,010	\$ 4,000,000	\$ 65,000,000	\$ 31,430,685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102,066,695	



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: ST16017

Long Ln and Old Peytonsville Rd Connector

Board Priority:

CIP: FY 2019-2028

Included in the update to the Major Thoroughfare Plan are 2 crossings of I-65. This project is one of those crossings as is intended to connect Old Peytonsville Road with Long Lane. The main advantage of this crossing is to allow for traffic interconnectivity across I-65 without having to use Goose Creek By-Pass or Highway 96. Limits of construction are from Five Mile Creek Bridge to 500 feet east of Baskin Property. Approximately 2,500 LF.

Project located in Collector Service Area 2.

Expenditure Summary

Original Project Cost Estimate	\$	22,288,800
Current Project Cost Estimate	\$	28,200,000
Dollars Spent as of November 2024	\$	9,528,501

Project Status

Current Phase **Design-Committed**



Financing Summary

	Actual	Projected										Total Available
Long Lane & Old Peytonsville	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ 2,500,000	\$ -	\$ -	\$ -	\$ 1,431,087	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,931,087
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ 11,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,000,000
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund (Coll.SA 2)	\$ 3,755,213	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,255,213
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Lieu of Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ 1,013,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,013,700
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 6,255,213	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 17,444,787	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,200,000



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: ST16022

E McEwen Dr. Ext. (Wilson Pike to City Limits)

Board Priority:

CIP:

FY 2019-2028

Extension of East McEwen Drive from Wilson Pike (SR-252) to the Franklin/Brentwood City Limits. This project shall be constructed as a two (2) lane facility with earthwork to support a future expansion to a four (4) lane, median divided facility. This project shall include: access management (as possible), curb & gutter, ITS Infrastructure, and accommodations for pedestrians and bicycles.

Approximate project length is 5,300 LF.



Expenditure Summary

Original Project Cost Estimate	\$	19,634,800
Current Project Cost Estimate***	\$	19,800,687
Dollars Spent as of November 2024	\$	1,356,309

Project Status

Current Phase

Design-Committed

Financing Summary

	Actual	Projected										Total Available
McEwen Phase 5	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ 250,000	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,250,000
General - Bond Proceeds	\$ 570,544	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 570,544
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ 1,000,000	\$ 500,000	\$ 500,000	\$ 1,000,000	\$ 1,417,249	\$ 1,500,000	\$ 1,012,635	\$ -	\$ -	\$ -	\$ -	\$ 6,929,884
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
In Lieu of Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Municipalities	\$ 1,000,000	\$ 1,000,000	\$ 2,000,000	\$ 500,000	\$ 500,000	\$ 3,000,000	\$ 3,050,259	\$ -	\$ -	\$ -	\$ -	\$ 11,050,259
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,820,544	\$ 2,000,000	\$ 3,000,000	\$ 1,500,000	\$ 1,917,249	\$ 4,500,000	\$ 4,062,894	\$ -	\$ -	\$ -	\$ -	\$ 19,800,687



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: PK16009

Liberty Park Improvements

Board Priority:

CIP: FY 2019-2028

Liberty Park Improvements: The first phase of Liberty Park was completed in 2003 with the second phase completed in 2008. The proposed project would complete the park by adding two parking areas, tennis courts or pickle ball, basketball courts, a lighted multipurpose field, mountain biking trails and a restroom/pavilion combination facility.

Expenditure Summary

Original Project Cost Estimate	\$	5,400,000
Current Project Cost Estimate	\$	11,672,355
Dollars Spent as of November 2024	\$	616,296

Project Status

Current Phase **Design-Committed**

Financing Summary



	Actual	Projected										Total Available
Liberty Park Improvements	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ 2,000,000	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000,000
Parkland Dedication (Q1)	\$ 3,750,000	\$ 2,000,000	\$ 1,922,355	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,672,355
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Municipalities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 3,750,000	\$ 4,000,000	\$ 3,922,355	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,672,355



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: ST16014

Mallory/N Royal Oaks & Liberty Int. Imp.

Board Priority:

CIP: FY 2019-2028

This project includes Improvements to Mallory Ln, North Royal Oaks Boulevard and Liberty Pike . This section of roadway is projected to be at a failure level in the next 3-4 years based on the proposed development along Mallory Lane and Carothers Parkway. If this project is not completed, there will be significant delays along these sections of roadway.

The project will include roadway construction, access management (as allowed), utility upgrades/relocations, curb & gutter, bridge construction, and accommodations for pedestrians and bicycles. Approximate project length of 4,652 LF.



Expenditure Summary

Original Project Cost Estimate	\$	15,000,000
Current Project Cost Estimate	\$	21,723,895
Dollars Spent as of November 2024	\$	723,895

Project Status

Current Phase **Design - Uncommitted**

Financing Summary

	Actual	Projected										Total Available
Mallory/N Royal Oaks/Liberty	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ 323,895	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 323,895
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ 9,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000,000
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,000
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax - City	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax - County	\$ -	\$ -	\$ 2,000,000	\$ -	\$ 9,025,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,025,000
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ 400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400,000
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 798,895	\$ -	\$ 2,000,000	\$ -	\$ 18,925,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,723,895



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: ST19006

Church Street

Board Priority:

CIP:

FY 2019-2028

This project is to upgrade Sanitary Sewer, Water and Stormwater infrastructure in our historic downtown area. We are having issues with all utilities along this corridor and they are in need of upgrades and replacement.

The existing stormwater system needs to be upgraded to provide service to the Parkview area. This area has been a problem since the early 80's with no improvements made. The roadways lack drainage infrastructure. This infrastructure is needed to help protect localized flooding during heavy rain events. This project would also include the install of a water quality feature at the Harpeth River. The goal is to extend infrastructure into the Parkview Area to address localized flooding.

Project located in Collector Service Area 1 and 2.



Expenditure Summary

Original Project Cost Estimate	\$	11,231,644
Current Project Cost Estimate	\$	16,532,450
Dollars Spent as of November 2024	\$	625,685

Project Status

Current Phase

Design - Uncommitted

Financing Summary

	Actual	Projected										Total
Church Street	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	Available
Internal												
General - Cash	\$ -	\$ -	\$ 600,000	\$ 600,000	\$ 624,535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,824,535
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000,000
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund (SA1)	\$ 303,957	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 303,957
Road Impact Fund (SA2)	\$ 303,958	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 303,958
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000
Sewer Funding	\$ -	\$ -	\$ -	\$ 700,000	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,400,000
External												
Federal Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 607,915	\$ -	\$ 600,000	\$ 7,650,000	\$ 7,674,535	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,532,450



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: ST16005A

Peytonsville Rd & Pratt Ln Int. Improvements

Board Priority:

CIP:

Reconstruction of the intersection of Peytonsville Road and Pratt lane to a conventional T-intersection. The included section Old Peytonsville Road shall be reconstruction as a four (4) lane, median divided facility, while the included section of Pratt Lane shall be reconstructed as a two (2) lane facility. Both streets shall have turn lanes as required. Project shall include: access management (as allowable), curb & gutter, ITS Infrastructure, and accommodations for pedestrians and bicycles. Approximate project length of 2,300 LF. Project located in Collector Service Area 3.

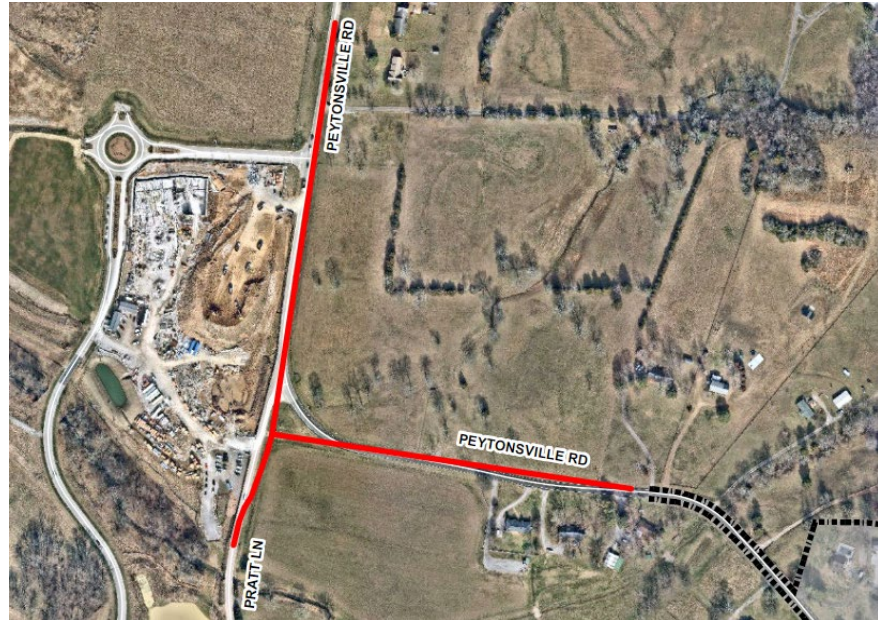
Expenditure Summary

Original Project Cost Estimate	\$	9,913,416
Current Project Cost Estimate	\$	8,000,000
Dollars Spent as of November 2024	\$	-

Project Status

Current Phase

Design - Uncommitted



Financing Summary

	Actual	Projected											Total Available
Peytonsville Rd & Pratt Ln Int. Impro	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034		
Internal													
General - Cash	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Road Impact Fund (SA2)	\$ -	\$ -	\$ 4,000,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500,000	
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Water Funding	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
External													
Federal Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Utility Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Private Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -	\$ -	\$ 5,500,000	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000,000	



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: ST16030

Lewisburg Ave Trail Carriage Park Dr. to Mack Hatcher (SR-397)

Board Priority:

CIP:

This project includes the construction of multi purpose trail along the south side of Lewisburg Pike. Staff is working on the design and will try to obtain future federal funding to help move this project forward.

The project will include utility upgrades/relocations, curb & gutter, bridge construction/rehabilitation, and accommodations for pedestrians and bicycles. Approximate project length of 4,266 LF



Expenditure Summary

Original Project Cost Estimate	\$	1,162,160
Current Project Cost Estimate	\$	750,000
Dollars Spent as of November 2024	\$	-

Project Status

Current Phase

Design - Uncommitted

Financing Summary

	Actual	Projected											Total Available
Lewisburg Sidewalk	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034		
Internal													
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 375,000	\$ 375,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000
Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External													
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ 375,000	\$ 375,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: PK16011

Greenway (Aspen Grove to Mack Hatcher)

Board Priority:

CIP:

Aspen Grove Trail Connection is identified in the Parks Master Plan as 1/2-mile trail~greenway connection that will link pedestrians from the Cool Springs area to the Mack Hatcher trailhead and multipurpose pathway located on Mack Hatcher Parkway. The existing multipurpose pathway is connected to Harlinsdale Farm and ultimately to the historic downtown. Land acquisition and construction will be part of constructing the missing link.

Located in Parkland Dedication Quadrant 1.

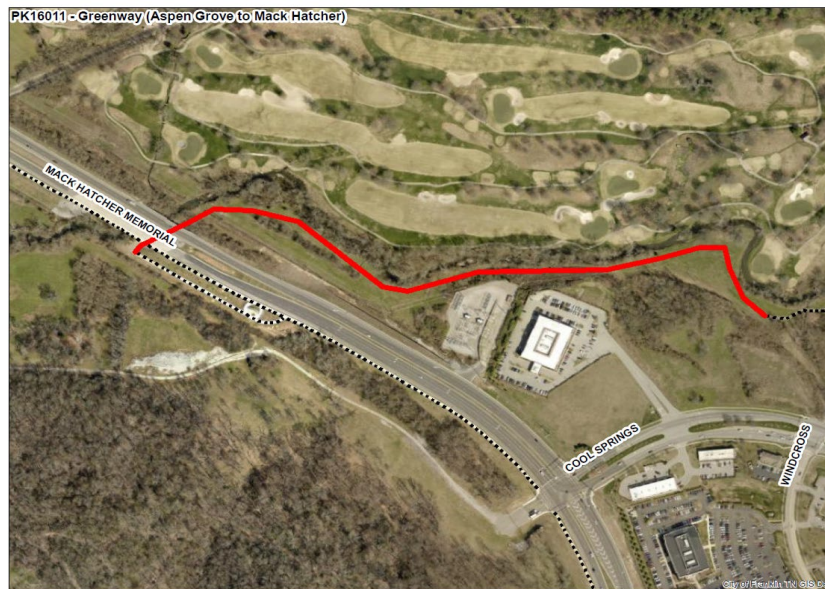
Expenditure Summary

Original Project Cost Estimate	\$	1,555,000
Current Project Cost Estimate	\$	800,000
Dollars Spent as of November 2024	\$	83,353

Project Status

Current Phase

Design - Uncommitted



Financing Summary

	Actual	Projected										Total Available
Greenway (Aspen Grove to Mack Hatcher)	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ 725,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 725,000
Parkland Dedication	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Municipalities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 75,000	\$ -	\$ 725,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,000



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: PK19007

Greenway (Pinkerton Park to Franklin Road Bridge)

Board Priority:

CIP:

From the existing trail inside Pinkerton Park, the greenway would head north and west along the banks of the Harpeth, this time hugging a small shelf below Fort Granger as the trail approaches Downtown Franklin and would connect under the Franklin Road Bridge leading to the new sidewalk toward the Park at Harlinsdale Farm or south into downtown Franklin. **Dependent upon the bridge on franklin Road.**

Located in Parkland Dedication Quadrant 1 and 4.

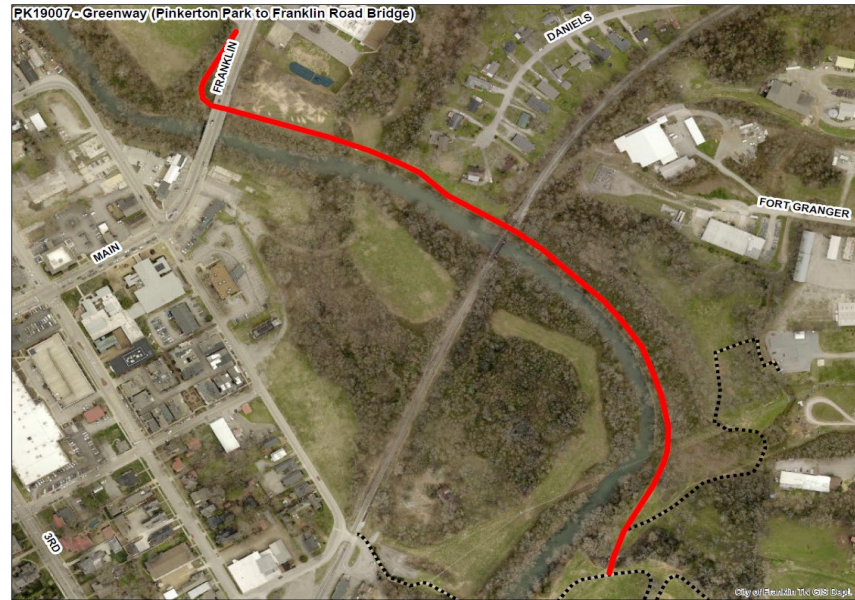
Expenditure Summary

Original Project Cost Estimate	\$	5,328,400
Current Project Cost Estimate	\$	350,000
Dollars Spent as of November 2024	\$	-

Project Status

Current Phase

Design - Uncommitted



Financing Summary

	Actual	Projected										Total Available
Greenway (Pinkerton Park to Franklin Road Bridge)	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000
Parkland Dedication (1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Municipalities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: ST16024

Mack Hatcher Multiuse Trail (Franklin-Hillsboro)

Board Priority:

CIP:

The Mack Hatcher Parkway (SR-397) has been designed with a multi-use path on the south side of the road. A 12' multi-use path exists from Franklin Road to Daniel McMahon Lane.

Expenditure Summary

Original Project Cost Estimate	\$	3,600,000
Current Project Cost Estimate	\$	900,000
Dollars Spent as of November 2024	\$	-

Project Status

Current Phase

Design - Uncommitted



Financing Summary

	Actual	Projected										Total Available
	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Mack Hatcher Multiuse Trail (Franklin-Hillsboro)												
Internal												
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ 900,000
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
Federal Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450,000	\$ 450,000	\$ -	\$ -	\$ -	\$ -	\$ 900,000



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: ST16030

Lewisburg Ave Trail Collins to Carriage Park Dr.

Board Priority:

CIP:

This project includes the construction of multi purpose trail along the south side of Lewisburg Pike. Staff is working on the design and will try to obtain future federal funding to help move this project forward.

The project will include utility upgrades/relocations, curb & gutter, bridge construction/rehabilitation, and accommodations for pedestrians and bicycles. Approximate project length of 4,000 LF



Expenditure Summary

Original Project Cost Estimate	\$	1,162,160
Current Project Cost Estimate	\$	1,700,000
Dollars Spent as of November 2024	\$	-

Project Status

Current Phase

Design - Uncommitted

Financing Summary

	Actual	Projected										Total Available
Lewisburg Sidewalk	thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund Arterial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000
Parkland	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utility Reimbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Developer Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ 1,550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,700,000



City of Franklin

FY 2025-2034 Capital Improvement Program Financing Model

Project #: ST19001

Main St Sidewalk Repair Project

Board Priority:

CIP:

FY 2019-2028

Main Streets Streetscape project was completed in the early 90's. The existing brick pavers are faded and uneven creating numerous ADA issues along our main street. In addition, the tree grates need to be replaced. Staff is proposing to replace all the brick pavers and crosswalks to bring Main Street up to current standards.



Expenditure Summary

Original Project Cost Estimate	\$	2,200,000
Current Project Cost Estimate	\$	3,013,164
Dollars Spent as of November 2024	\$	13,164

Project Status

Current Phase

Design - Uncommitted

Financing Summary

	Actual	Projected										Total Available
Main St Sidewalk Repair Project	Thru FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	
Internal												
General - Cash	\$ 250,000	\$ -	\$ 690,791	\$ 690,791	\$ 690,791	\$ 690,791	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,013,164
General - Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Impact Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stormwater	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel Motel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkland Dedication	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
External												
Federal Funding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MPO/TDOT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Facilities Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Private Fundraising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 250,000	\$ -	\$ 690,791	\$ 690,791	\$ 690,791	\$ 690,791	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,013,164

Current Project Cost Estimate:

\$ 3,013,164

Remaining Funding Needed:

\$ -



File #: 21-01292

DATE: December 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
WS 12/10/24
BOMA 12/10/24, 6-0 to postpone to 1/28/25

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:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-106.

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 #: 21-012

DATE: January 7, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mayor Ken Moore
Emily Wright, Director of Planning and Sustainability
Kelly Dannenfelser, Asst. Director of Planning
Emily Huffer, Preservation Planner

SUBJECT:

Consideration Of Resolution 2025-07, A Resolution Establishing A Preservation Plan Steering Committee For The Preservation Plan Update

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning establishing a Preservation Plan Steering Committee.

BACKGROUND/STAFF COMMENTS:

At the January 14, 2025 voting meeting, the Board of Mayor and Aldermen approved the Professional Services Agreement for The Lakota Group consulting services to update the City's Preservation Plan. This initiative will involve clearly articulating the many ways in which the community's historic resources contribute to the city's well-being, outlining new preservation goals, and developing a set of strategies and action items that will help achieve those goals. The goal is to cover a broad spectrum of preservation priorities, inclusive of historic architectural resources, Civil War and Battlefield-related preservation efforts, Reconstruction, African American history, Native American history, and more, within a more comprehensive Preservation Plan.

This update will include extensive community and stakeholder engagement as we strive to enhance and continue the success of Franklin's Preservation Program. The Lakota Group has recommended establishing a steering committee, which can help guide, inform, and source information for the Preservation Plan update. Members of the steering committee can also serve as ambassadors who help expand community input by leveraging their own networks. The Mayor has confirmed interest of the membership listed in the attached resolution, which will be chaired by Julian Bibb. The Preservation Plan Steering Committee will guide the update through the adoption of the updated Preservation Plan.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-07.

RESOLUTION 2025-07

A RESOLUTION ESTABLISHING A PRESERVATION PLAN STEERING COMMITTEE FOR THE PRESERVATION PLAN UPDATE

WHEREAS, the purpose of a community historic preservation plan is to clearly articulate the many ways in which the community's historic resources contribute to the city's well-being, to outline the preservation goals, and to develop a set of strategies that will help achieve those goals; and

WHEREAS, the Preservation Plan will cover a broad spectrum of preservation priorities and strategies, inclusive of Civil War and Battlefield-related preservation efforts and action items; and

WHEREAS, this process will include extensive community and stakeholder engagement to update the priorities and to develop a set of strategies and action items intended to enhance and continue the success of Franklin's Preservation Program; and

WHEREAS, a steering committee can help guide, inform, and source information for the city's Preservation Plan Update. Members of the steering committee can also serve as ambassadors who help expand community input by leveraging their own networks. the steering committee could consist of preservation organizations, property owners, tourism industry representatives, institutional and business leaders, housing and community development professionals, and residents; and

WHEREAS, the Board of Mayor and Aldermen find that establishing a Preservation Plan Steering Committee for the Preservation Plan Update is in the best interest of the City of Franklin.

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

The Board of Mayor and Aldermen hereby establishes a steering committee for the Preservation Plan update for the duration of the plan update process. The following are hereby appointed:

Julian Bibb, Chair
Steve Bacon
Patrick Baggett
Torrey Barnhill
Thelma Battle
Bari Beasley
Marianne DeMeyers
Mike Hathaway
Kenneth Hill
Colbi Layne Hogan
Heidi Hood
Sam Huffman
Eric Jacobson
Tina Jones
Brian Laster
Pam Lewis

Anna Marcom
Wayne McCullough
Alma McLemore
Mary Pearce
Anthony Pickett
Bob Ravener
Jim Roberts
Alan Simms
Derrick Solomon
Mindy Tate
Maureen Thornton
Rick Warwick

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: _____
Sauna R. Billingsley
City Attorney



File #: 21-035

DATE: January 8, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

*Consideration Of Resolution 2025-03, A Resolution To Accept And Recommend Approval Of Amendment 6 To The Comprehensive Transportation Network Plan (Major Thoroughfare Plan) To The Franklin Municipal Planning Commission

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-03, a resolution to accept and recommend approval of amendment 6 to the Comprehensive Transportation Network Plan (Major Thoroughfare Plan) to the Franklin Municipal Planning Commission.

BACKGROUND/STAFF COMMENTS:

This memorandum provides an overview of the recommendation for Amendment 6 to the Comprehensive Transportation Network Plan (Major Thoroughfare Plan) for consideration by the Franklin Municipal Planning Commission (FMPC).

Pursuant to Tennessee Code Annotated § 13-4-201, the FMPC is responsible for adopting and maintaining an official general plan for the City of Franklin's physical development. The FMPC has the authority to amend, extend, or update the plan as necessary to support evolving development needs.

Proposed Amendments:

1. Removal of a Section of South Margin Street:

- To accommodate the Margin District development the Franklin Municipal Planning Commission will need to remove the section of South Margin Street between 5th Avenue South and Columbia Avenue (SR6/US31) from the Comprehensive Transportation Network Plan.
- This adjustment supports future development within the downtown corridor and is expected to influence traffic patterns. City staff has identified potential impacts, including increased traffic on Fowlkes and Cummins Streets due to the closure and rerouting. The new traffic signal at South Margin and Lewisburg/5th Avenue may encourage drivers to bypass downtown via East Fowlkes Street to reach Columbia Avenue. While the developer's traffic study addresses some redistribution effects, the extent of traffic choosing alternate routes such as Cummins or Lewisburg remains uncertain. To address these potential impacts, staff recommends ongoing monitoring

of traffic redistribution and highlights the potential need for future widening and improvements to Cummins Street and East Fowlkes Street to manage vehicle queues, minimize delays and improve safety.

2. Updated Alignment of Carothers Parkway:

- The alignment of Carothers Parkway from Long Lane to Peytonsville Road has been adjusted based on feedback from property owners in the Goose Creek Basin.
- These updates aim to enhance connectivity and reflect stakeholder input.

FINANCIAL IMPACT:

No financial impact. It should be noted that if traffic patterns shift to Fowlkes and Cummins Street the Board may need to reprioritize these road projects to address vehicle queues, minimize delays and improve safety.

RECOMMENDATION:

Staff is seeking Board of Mayor and Aldermen (BOMA) feedback on Resolution 2025-03.

DATE: October 2, 2024

TO: Eric Stuckey, City Administrator
Vernon Gerth, Assistant City Administrator

FROM: Paul Holzen, Director of Engineering
Jimmy Wiseman, Assistant Director of Engineering
Adam Moser, City Traffic Engineer

SUBJECT: Margin District Traffic Impact Study Submittal

Purpose

The City of Franklin and third-party reviewer have completed review of the Margin District development Traffic Impact Study (TIS) which includes the relocation of South Margin traffic from the current straight-through connection to Columbia Avenue to a new 9th Avenue connector. This memorandum serves as the Engineering Department's primary comments on the final TIS.

Comments

The City Engineering Department has reviewed the Margin District TIS and provide the following comments for major intersections identified in the TIS that do not meet current City standards for Level of Service (LOS), and/or these areas do not have mitigation recommended in which the developer is improving the intersections back to the existing LOS.

1. East Fowlkes Street at Lewisburg/Adams:

- a. The existing LOS for the eastbound approach of this stop-controlled intersection is LOS F during the AM peak hour and under background conditions (meaning no Margin District development) for the PM peak hour. Further, this approach will likely reach LOS F in the 2032 horizon year for mid-day peak with the Margin District development project. The TIS shows that delay will further deteriorate at all peak times. No recommendations are given in the TIS to improve this intersection or for alternatives to mitigate the additional delay. This intersection has also raised safety concerns from the existing residents on multiple occasions due to the geometry of the intersection. While improvements are planned with the Lewisburg water/sewer project to try and slow vehicles turning onto Adams Street, the improvements will not improve delay for the eastbound approach.

2. South Margin and State Route 96/3rd Avenue South

- a. The existing LOS for the eastbound approach of this signal-controlled intersection is LOS F during the AM, mid-day and PM peak hours. The approach will only further deteriorate with the project and in future horizon years. While a 'Right Turn Only' operation is slated for possible implementation, pending BOMA approval, for the eastbound approach to try and improve the current and future extreme delay, it was not included in the development TIS and should be noted.

3. South Margin Street and 5th Avenue South/Lewisburg Avenue

- a. Currently, the westbound approach shows LOS F in the PM peak and during the AM peak with future (background) traffic. A traffic signal is planned to be installed in the near future to help

mitigate this delay. The signal is shown in the study to mitigate current failures, though this will be a City project, not a project performed by the developer.

4. East Fowlkes at Columbia Avenue

- a. Under future conditions with the project in 2027 horizon year projections, the PM peak hour shows LOS F for the westbound approach. The developer is proposing restriping of a 50' westbound left turn lane to be completed with the project at this intersection to improve level of service. However, staff recommends extending this left turn bay to accommodate 9 vehicles as shown in the 2032 Horizon Year, as shown in Table 9 below.

Table 9: Intersection Capacity Analysis – Improved Columbia Avenue and Fowlkes Street

Peak Hour	Approach / Lane Group	LOS (Delay in sec/veh) [95 th Queue in veh/ln]				
		2024 Existing	2027 Background	2027 Projected (Unimproved)	2027 Projected (Improved)	2032 Horizon (Improved)
AM Peak	EB Left Turn	C (32.1) [1.0]	C (31.3) [1.1]	C (29.4) [1.2]	C (33.1) [1.2]	C (32.4) [1.4]
	EB Through/Right Turn	D (35.3) [7.5]	C (34.6) [7.8]	C (32.4) [7.6]	C (33.3) [7.7]	C (32.9) [8.3]
	WB Left Turn	D (43.1) [7.1]	D (44.1) [7.6]	D (50.0) [9.5]	D (44.2) [5.8]	D (46.4) [6.5]
	WB Through/Right Turn				C (30.9) [2.6]	C (30.0) [2.9]
	NB Left Turn	A (5.5) [0.3]	A (5.9) [0.3]	A (6.7) [0.3]	A (6.2) [0.3]	A (6.8) [0.3]
	NB Through/Right Turn	A (9.8) [11.5]	B (11.0) [12.8]	B (13.2) [14.8]	B (12.2) [14.2]	B (14.8) [17.2]
	SB Left Turn	A (2.6) [0.1]	A (3.5) [0.2]	A (4.9) [0.2]	A (4.4) [0.2]	A (6.9) [0.3]
	SB Through/Right Turn	A (1.0) [0.6]	A (1.2) [0.7]	A (1.2) [0.6]	A (1.1) [0.6]	A (1.4) [0.8]
	Overall Intersection	B (14.1)	B (14.6)	B (16.9)	B (15.4)	B (16.6)
MD Peak	EB Left Turn	C (31.7) [1.0]	C (30.8) [1.1]	C (29.8) [1.2]	D (35.5) [1.3]	C (34.6) [1.4]
	EB Through/Right Turn	C (33.1) [4.6]	C (32.3) [4.9]	C (31.0) [4.8]	A (32.6) [4.9]	C (31.5) [5.3]
	WB Left Turn	D (44.7) [9.6]	D (46.2) [10.3]	E (66.9) [14.3]	D (43.8) [7.6]	D (45.1) [8.3]
	WB Through/Right Turn				C (32.3) [4.1]	C (31.2) [4.5]
	NB Left Turn	A (5.7) [0.2]	A (6.1) [0.3]	A (6.7) [0.3]	A (6.0) [0.3]	A (6.6) [0.3]
	NB Through/Right Turn	A (8.9) [9.4]	A (9.8) [10.4]	B (11.1) [11.5]	A (10.0) [10.8]	B (11.7) [12.9]
	SB Left Turn	A (1.5) [0.0]	A (1.9) [0.1]	A (2.5) [0.1]	A (2.2) [0.1]	A (3.3) [0.1]
	SB Through/Right Turn	A (1.1) [0.6]	A (1.3) [0.7]	A (1.3) [0.7]	A (1.2) [0.7]	A (1.6) [0.9]
	Overall Intersection	B (14.2)	B (14.8)	B (19.9)	B (14.7)	B (15.4)
PM Peak	EB Left Turn	D (36.6) [1.0]	D (35.5) [1.1]	D (35.2) [1.2]	D (41.2) [1.3]	D (41.4) [1.5]
	EB Through/Right Turn	D (39.8) [8.3]	D (38.8) [8.6]	D (38.5) [8.6]	D (39.0) [8.6]	D (39.0) [9.3]
	WB Left Turn	E (56.9) [11.4]	E (58.8) [12.1]	F (120.6) [19.5]	E (55.5) [8.4]	E (62.6) [9.4]
	WB Through/Right Turn				D (37.4) [5.5]	D (37.2) [6.0]
	NB Left Turn	A (6.7) [0.4]	A (7.2) [0.5]	C (22.3) [0.9]	B (14.3) [0.7]	C (20.9) [1.0]
	NB Through/Right Turn	B (10.5) [12.1]	B (11.7) [13.6]	B (12.3) [14.4]	B (12.0) [14.2]	B (13.3) [16.4]
	SB Left Turn	A (2.2) [0.1]	A (2.8) [0.1]	C (35.0) [0.8]	B (16.6) [0.4]	C (28.5) [0.7]
	SB Through/Right Turn	A (1.1) [0.7]	A (1.3) [0.8]	C (29.3) [21.0]	B (10.9) [10.6]	C (20.9) [18.5]
	Overall Intersection	B (17.5)	B (18.1)	D (38.3)	C (20.9)	C (25.1)

City staff has additional concerns of the added traffic to Fowlkes and Cummins Streets with the relocation of South Margin Street to the 9th Avenue connector proposed by the project, as well as traffic that may turn down Lewisburg to go to East Fowlkes Street with the new traffic signal proposed at South Margin at Lewisburg/5th. This new signal will make it easier to take a left turn on Lewisburg Avenue to go around downtown Franklin via East Fowlkes Street to Columbia instead of traversing along South Margin Street in its current connection to Columbia. In other words, once the signal is installed and the South Margin Street connection to Columbia is moved to the 9th Avenue connector, it is projected that additional traffic may traverse south on Lewisburg to East Fowlkes to Columbia Avenue instead of going

through to Columbia on South Margin Street. While staff worked with the developer traffic team to redistribute and project that traffic, it is unknown how much existing South Margin traffic that traditionally turned left (southbound) at Columbia Avenue might traverse south on Cummins or Lewisburg to the Fowlkes/Columbia signal.

City staff recommends additional improvement and further mitigation to East Fowlkes, including the Columbia, Cummins, and Lewisburg/Adams intersections. This includes further widening of East Fowlkes Street to help mitigate expected queues and vehicle delay.

RESOLUTION 2025-03

A RESOLUTION TO ACCEPT AND RECOMMEND APPROVAL OF AMENDMENT 6 TO THE COMPREHENSIVE TRANSPORTATION NETWORK PLAN (MAJOR THOROUGHFARE PLAN) TO THE FRANKLIN MUNICIPAL PLANNING COMMISSION

WHEREAS, pursuant to Tennessee Code Annotated (T.C.A) 13-4-201, it is the function and duty of the Franklin Municipal Planning Commission (FMPC) to adopt an official general plan for the physical development of the City of Franklin; and

WHEREAS, the FMPC may from time to time amend, extend, or add to the plan or carry any part of subject matter into greater detail; and

WHEREAS, to accommodate future development, the Board of Mayor and Aldermen recommend the removal of a portion of South Margin Street (5th Ave South to Columbia Ave) from the Comprehensive Transportation Network Plan; and

WHEREAS, city staff updated the proposed alignment of Carothers Parkway (Long Ln. to Peytonsville Road) based on feedback from property owners in the Goose Creek Basin; and

WHEREAS, the Board of Mayor and Aldermen finds that it is in the best interest of the City of Franklin to recommend approval of Amendment 6 to the Comprehensive Transportation Network Plan to the FMPC.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FRANKLIN BOARD OF MAYOR AND ALDERMEN, AS FOLLOWS: Amendment 6 to the Comprehensive Transportation Network Plan (Major Thoroughfare Plan) is hereby accepted and recommended for approval by the City of Franklin Board of Mayor and Aldermen.

IT IS SO RESOLVED AND DONE on this _____ day of _____, 2025.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

By: _____

Angie Skarp
City Recorder

Dr. Ken Moore
Mayor

Approved as to Form:

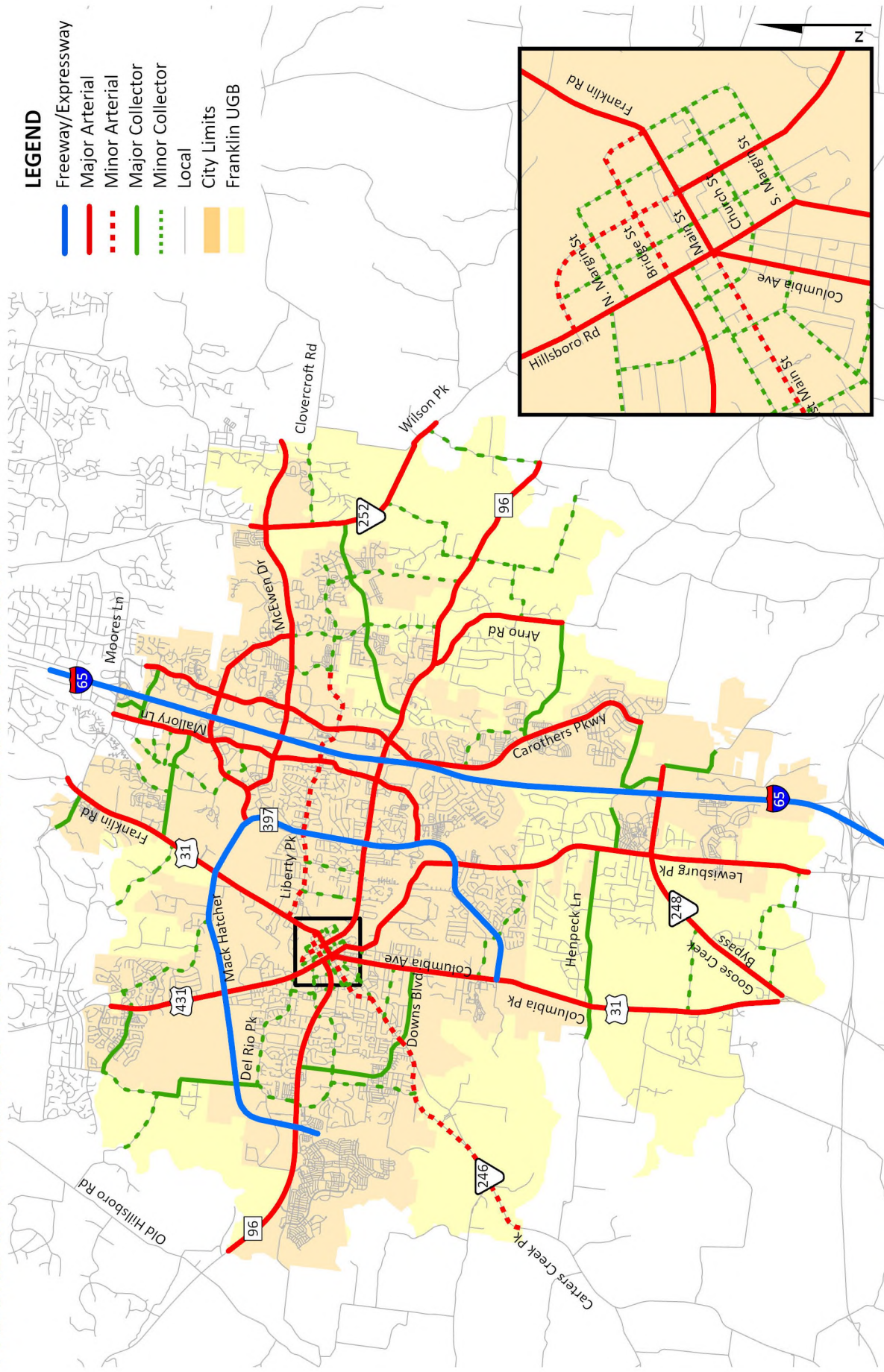
By: _____

William E. Squires
Assistant City Attorney

STREETS ELEMENT

3

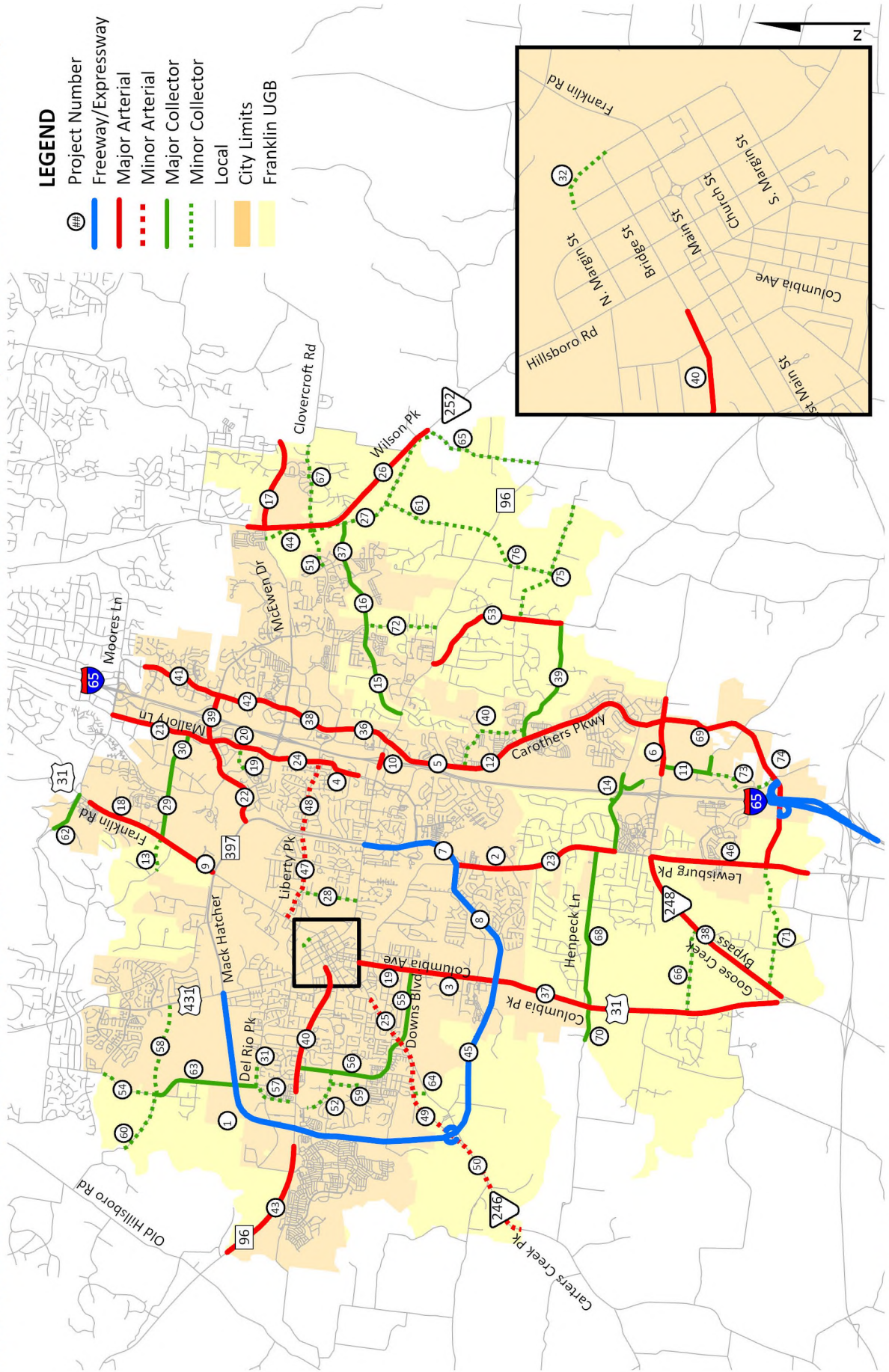
FIGURE 3.1: EXISTING FUNCTIONAL CLASSIFICATION



STREETS ELEMENT

3

FIGURE 3.2: PROPOSED ROADWAY PROJECTS REFERENCE MAP (SHORT, MEDIUM, AND LONG TERM)



STREETS ELEMENT

3

TABLE 3.1: 2030 (SHORT TERM) PROPOSED PROJECTS

Project Number	Roadway	To	From	Length (Miles)
1	Mack Hatcher Parkway (SR-397)	SR-96	Hillsboro Road (SR-106/US-431)	2.40
2	Lewisburg Pike (SR-106/US-431)	Holly Hill Drive	Mack Hatcher Parkway (SR-397)	0.86
3	Columbia Avenue (SR-6/US-31)	Mack Hatcher Parkway (SR-397)	Downs Boulevard	1.15
4	North Royal Oaks Boulevard	Lakeview Drive	Liberty Pike	0.60
5	Carothers Parkway	South Carothers Road	Murfreesboro Road (SR-96)	1.14
6	Goose Creek Bypass (SR-248) and Carothers Parkway Extension	Long Lane	Existing Peytonsville Road	1.20
7	Mack Hatcher Parkway (SR-397)	Polk Place Drive	Murfreesboro Road (SR-96)	1.74
8	Mack Hatcher Parkway (SR-397)	Polk Place Drive	Columbia Avenue (SR-6/US-31)	1.46
9	Franklin Road (SR-6/US-31)	Mack Hatcher Parkway (SR-397)	Mallory Station	0.84
10	Murfreesboro Road (SR-96)	Eastern I-65 Ramp	Western I-65 Ramp	0.25
11	Peytonsville Road	Carothers Parkway (Future Extension)	Goose Creek Bypass (SR-248) (Future Extension)	0.87
12	Carothers Parkway	Long Lane	South Carothers Road	2.73
13	South Berrys Chapel Road Realignment	Mallory Station Road	South Berrys Chapel Road	0.47
14	Long Lane Overpass	Long Lane	Lewisburg Pike (SR-106/US-431)	0.88
15	Clovercroft Road	Oxford Glen Drive	Murfreesboro Road (SR-96)	1.40
16	Clovercroft Road	Market Street	Oxford Glen Drive	0.72

STREETS ELEMENT

3

TABLE 3.2: 2035 (MEDIUM TERM) PROPOSED PROJECTS

Project Number	Roadway	To	From	Length (Miles)
17	East McEwen Drive	Eastern City Limits	Wilson Pike (SR-252)	1.25
18	Franklin Road (SR-6/US-31)	Mallory Station	Davenport Blvd	1.10
19	Columbia Avenue (SR-6/US-31)	Downs Boulevard	Fowlkes Street	0.73
20	Mallory Lane	West McEwen Drive	Mallory Station Road	1.22
21	Mallory Lane	Mallory Station Road	Moore Lane (SR-441)	1.08
22	Cool Springs Boulevard	Mallory Lane	Mack Hatcher Parkway (SR-397)	1.31
23	Lewisburg Pike (SR-106/US-431)	Old Peytonsville Road	Holly Hill Drive	1.37
24	Mallory Lane	Liberty Pike	West McEwen Drive	0.64
25	West Main Street (SR-246)	Downs Boulevard	Natchez Street	0.72
26	Wilson Pike (SR-252) Realignment	Trinity Road	East McEwen Drive	2.98
27	(Old/Existing) Wilson Pike	Trinity Road	Liberty Pike (Future Extension)	2.29
28	Eddy Lane	Murfreesboro Road (SR-96 Liberty Pike)	Liberty Pike	0.78
29	Mallory Station Road	Seaboard Lane	Franklin Road (SR-6/US-31)	0.99
30	Mallory Station Road	Mallory Lane	Seaboard Lane	0.52
31	Del Rio Pike	West of Penfield Drive	Carlisle Lane	0.41
32	1st Avenue North	Bridge Street	North Margin Street	0.17
33	Carothers Parkway	Liberty Pike	East McEwen Drive	0.76
34	South Carothers Road	Arno Road	Carothers Parkway	1.79
35	South Carothers Road	South Carothers Road / Longpoint Way	Carothers Parkway	1.16
36	Carothers Parkway	Murfreesboro Road (SR-96)	Liberty Pike	0.75
37	Clovercroft Road	(Old/Existing) Wilson Pike	Market Street	0.77

STREETS ELEMENT

3

TABLE 3.3: 2040 (LONG TERM) PROPOSED PROJECTS

Project Number	Roadway	To	From	Length (Miles)
38	Columbia Pike (SR-6/US-31)	Goose Creek Bypass (SR-248)	Mack Hatcher Parkway (SR-397)	3.89
39	Goose Creek Bypass (SR-248)	Columbia Pike (SR-6/US-31)	Lewisburg Pike (SR-106/US-431)	2.66
40	Cool Springs Boulevard	Carothers Parkway	Mallory Lane	0.63
41	Highway 96 West (SR-96W)	7th Avenue North	Carlisle Lane	1.80
42	Carothers Parkway	Cool Springs Boulevard	Bakers Bridge Avenue	1.11
43	Carothers Parkway	East McEwen Drive	Cool Springs Boulevard	0.96
44	Highway 96 West (SR-96W)	Mack Hatcher Parkway (SR-397)	Western UGB	1.79
45	(Old/Existing) Wilson Pike Extension	Liberty Pike Extension	East McEwen Drive	0.71
46	Mack Hatcher Parkway (SR-397)	Columbia Avenue (SR-6/US-31)	Highway 96 West (SR-96W)	4.17
47	Lewisburg Pike (SR-106/US-431)	Goose Creek Bypass (SR-248)	McLemore Road	2.13
48	Liberty Pike	Mack Hatcher Parkway (SR-397)	Franklin Road (SR-6/US-31)	1.20
49	Liberty Pike	Mallory Lane	Mack Hatcher Parkway (SR-397)	0.97
50	Carters Creek Pike (SR-246)	Mack Hatcher Parkway (SR-397) (Future SW Quadrant)	Downs Boulevard	1.54
51	Carters Creek Pike (SR-246)	Southwest Urban Growth Boundary	Mack Hatcher Parkway (SR-397) (Future SW Quadrant)	1.66
52	Liberty Pike Extension	Wilson Pike (SR-252)	Terminus of Existing Liberty Pike	0.60
53	Boyd Mill Avenue	Franklin Green Parkway	Downs Boulevard	0.38
54	Arno Road	South Carothers Road	Murfreesboro Road (SR-96)	2.04
55	Cotton Lane	Del Rio Pike	Fieldstone Parkway	0.84
56	Downs Boulevard	West Main Street (SR-246)	Columbia Avenue (SR-6/US-31)	1.01
57	Downs Boulevard	Murfreesboro Road (SR-96)	West Main Street (SR-246)	1.70
58	Carlisle Lane / Del Rio Pike	Stone Mill Lane	Mack Hatcher Parkway (SR-397)	0.55
59	New Roadway	Cotton Lane	Hillsboro Road (SR-106/US-431)	1.27
60	Horton Lane	North of Willowsprings Blvd.	Boyd Mill Avenue	0.4
61	Del Rio Pike	Western UGB	Cotton Lane	0.88

STREETS ELEMENT

3

TABLE 3.3: 2040 (LONG TERM) PROPOSED PROJECTS, CONTINUED

Project Number	Roadway	To	From	Length (Miles)
62	North Chapel Road	Murfreesboro Road (SR-96)	Wilson Pike (SR-252)	1.49
63	Lynnwood Way	Northwest Urban Growth Boundary	Franklin Road (SR-6/US-431)	0.61
64	Del Rio Pike	Mack Hatcher Parkway (SR-397)	Cotton Lane	1.45
65	Horton Lane Extension	Old Carters Creek Pike (SR-246)	West Main Street (SR-246)	0.17
66	Trinity Road	Murfreesboro Road (SR-96)	Wilson Pike (SR-252)	1.64
67	Snowbird Hollow Road	Goose Creek Bypass (SR-248)	Columbia Pike (SR-6/US-31)	1.26
68	Clovercroft Road	Eastern City Limits	Wilson Pike (SR-252)	1.11
69	Henpeck Lane	Lewisburg Pike (SR-106/US-431)	Columbia Pike (SR-6/US-431)	2.16
70	Carothers Parkway (South Extension)	Goose Creek Bypass (SR-248) (Future Extension)	Peytonsville Road	1.32
71	Coleman Road	Columbia Pike (SR-6/US-31)	Western Urban Growth Boundary	0.47
72	McLemore Road	Lewisburg Pike (SR-106/US-431)	Goose Creek Bypass (SR-248)	1.71
73	Oxford Glen Drive	Murfreesboro Road (SR-96)	Clovercroft Road	0.97
74	Pratt Lane Improvements	New Roadway (Project 83)	Peytonsville Road	0.54
75	New Roadway	Peytonsville Road	Lewisburg Pike (SR-106/US-431)	2.03
76	Pate Road	Trinity Road	Eastern UGB	1.84
77	North Chapel Road	Pate Road (Future Alignment)	Murfreesboro Road (SR-96)	1.1

3 STREETS ELEMENT

FIGURE 3.3: PROPOSED ROADWAY CLASSIFICATION

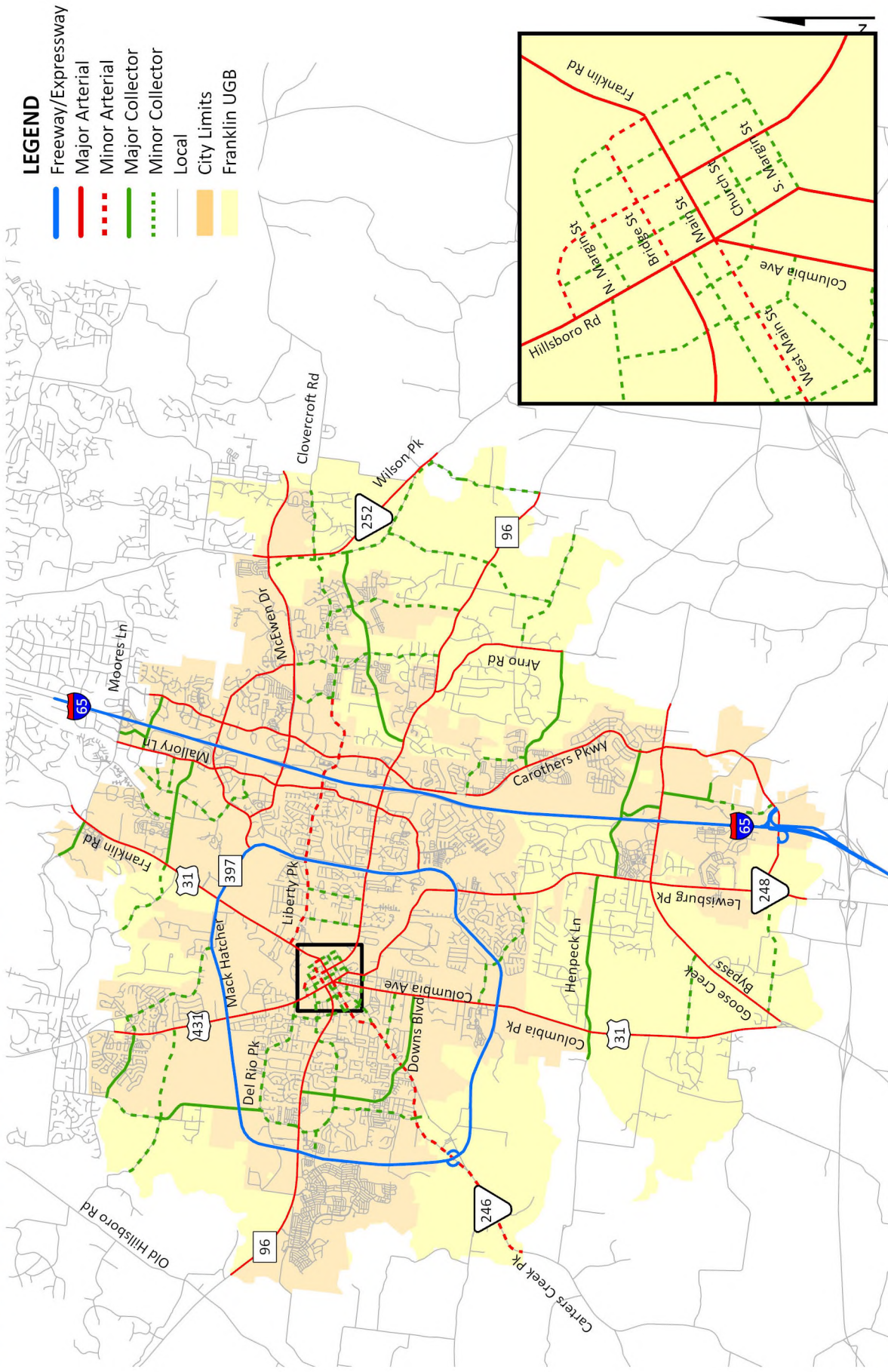
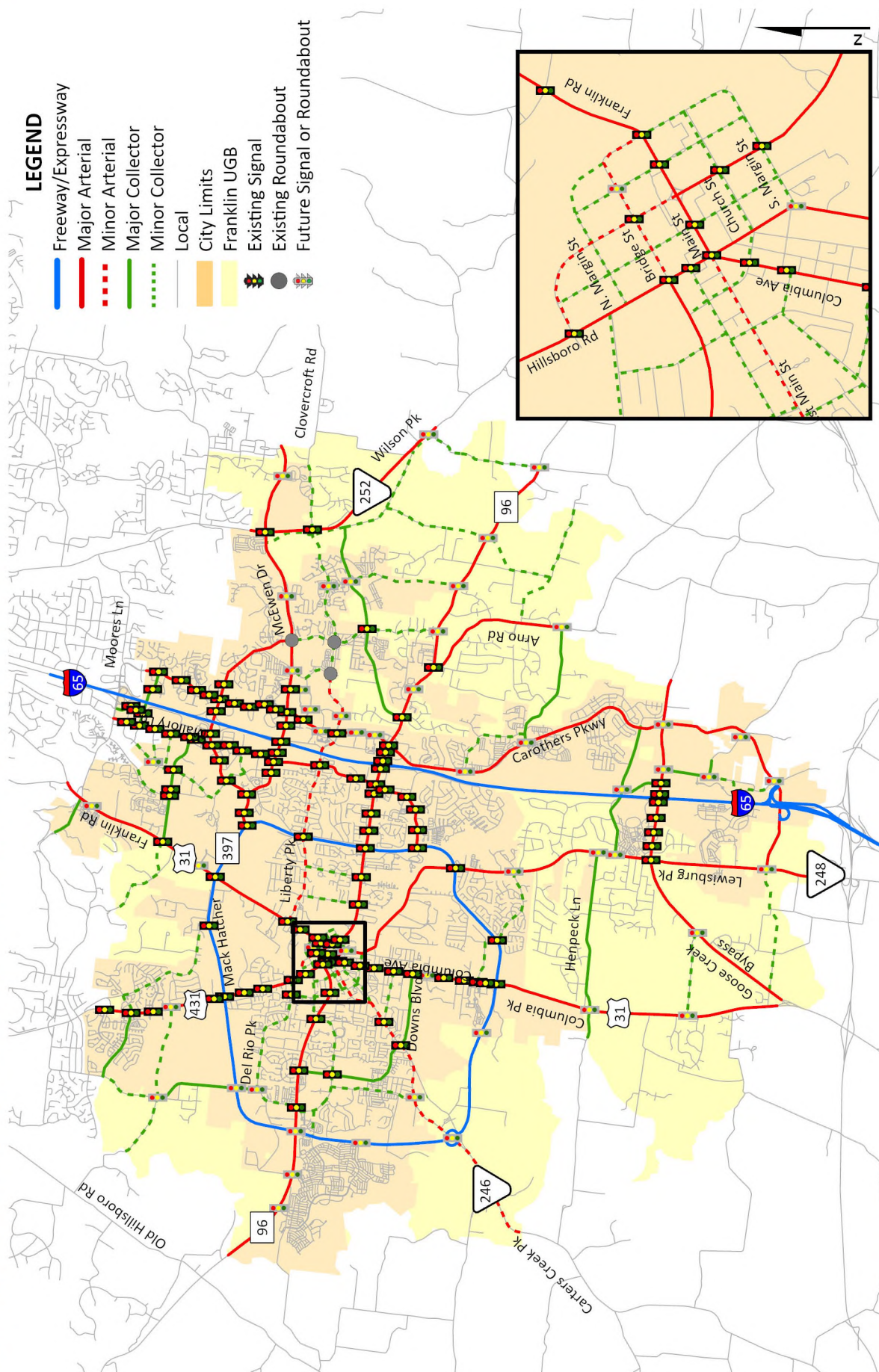
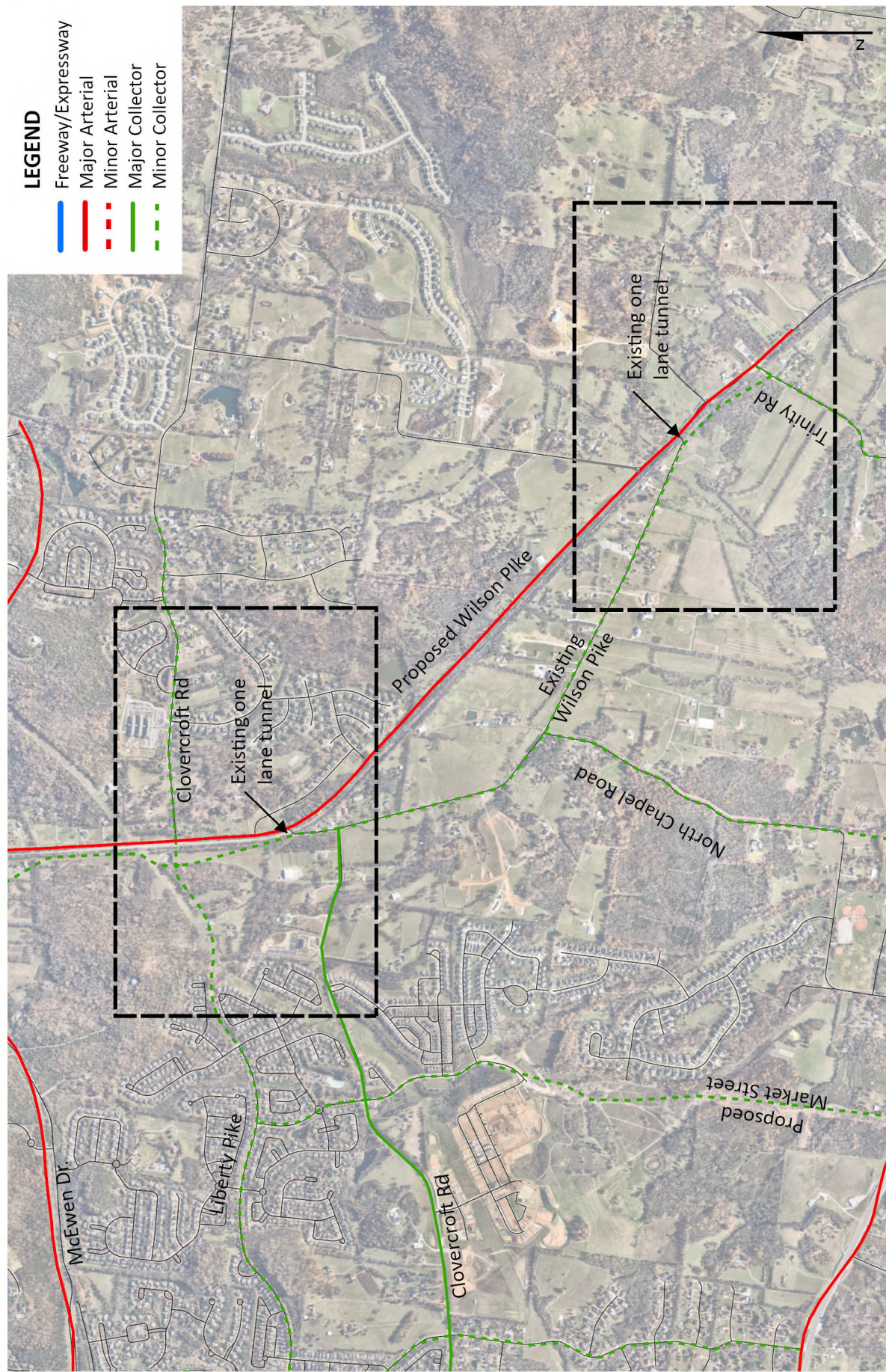


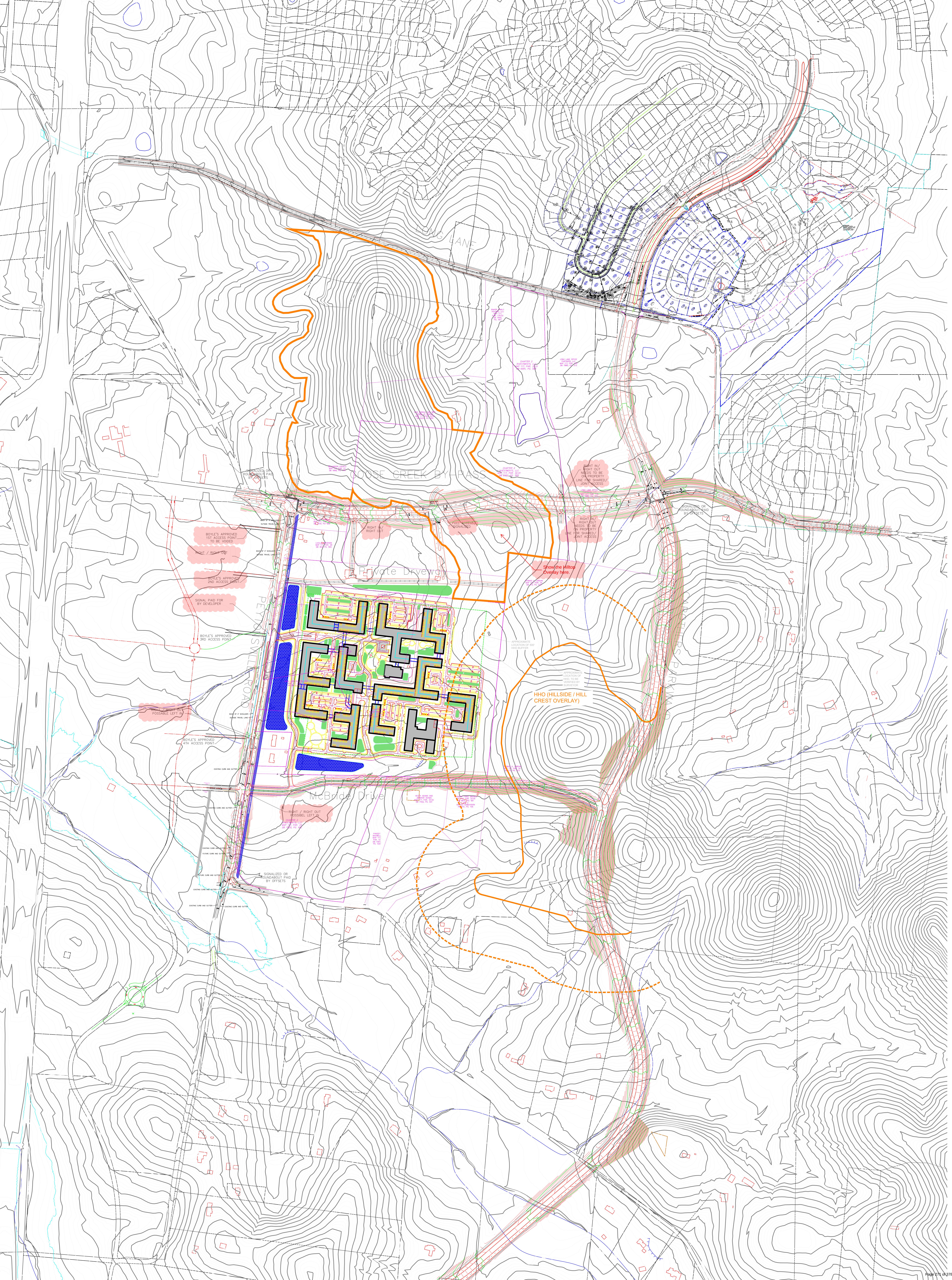
FIGURE 3.4: PROPOSED TRAFFIC SIGNAL MASTER PLAN



STREETS ELEMENT 3

FIGURE 3.5: WILSON PIKE LOCAL NETWORK PLAN



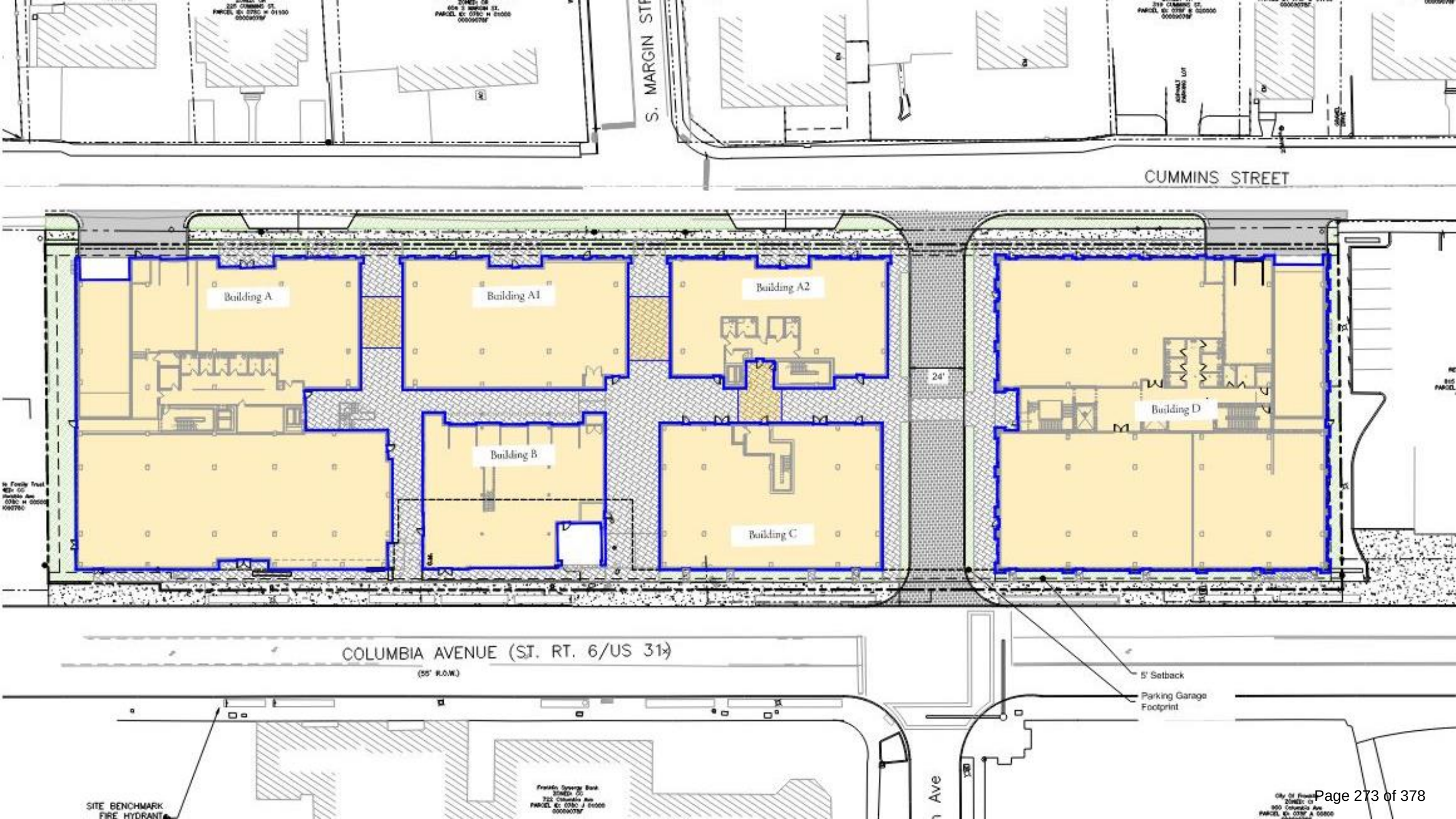




Portion of South Margin Street to Abandon
6,453 Sq Ft

Existing Alley to Abandon
1,548 Sq Ft

ROW Abandonment
Margin District



S. MARGIN ST.

CUMMINS STREET

Building A

Building A1

Building A2

Building B

Building C

Building D

COLUMBIA AVENUE (ST. RT. 6/US 31)

(55' R.O.W.)

5' Setback

Parking Garage Footprint

SITE BENCHMARK
FIRE HYDRANT

Private Storage Bank
2000 S. Columbia Ave.
PARCEL NO. 0000 J 0000
00000000

Ave

City of Powell
2000 S. Columbia Ave.
PARCEL NO. 0000 A 0000
00000000



File #: 21-078

DATE: January 15, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of Resolution 2025-09, A Resolution Declaring South Margin Street From Cummins Street To Columbia Avenue (SR6/US31) And An Alley From Cummins Street To Columbia Avenue (SR6/US31) As Surplus To Accommodate The Margin District

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-09, a resolution declaring South Margin Street from Cummins Street to Columbia Avenue (SR6/US31) and an alley from Cummins Street to Columbia Avenue (SR6/US31) as surplus to accommodate The Margin District.

BACKGROUND/STAFF COMMENTS:

To accommodate the Margin District development the Board of Mayor and Aldermen will need to declare a section of South Margin Street between Columbia Avenue (SR6/US31) and Cummins Street as surplus property.

City staff has identified potential impacts to traffic patterns resulting from the proposed changes. Specifically, increased traffic is expected on Fowlkes and Cummins Streets due to the closure and relocation. The new traffic signal at the South Margin and Lewisburg/5th Avenue intersection may also make it more convenient for drivers to take a left turn onto Lewisburg Avenue, potentially bypassing downtown Franklin by using East Fowlkes Street to reach Columbia Avenue. Although the developer's traffic analysis accounts for potential redistribution, it remains uncertain how much existing South Margin Street traffic—particularly vehicles turning left (southbound) onto Columbia Avenue—will choose alternate routes such as Cummins or Lewisburg to the Fowlkes/Columbia signal.

To address these projected impacts, City staff recommends ongoing monitoring of traffic redistribution patterns. The Board should also anticipate the need for future widening and improvements to both Cummins Street and East Fowlkes Street to manage expected vehicle queues, minimize delays and improve safety. The Margin District subdivision is required to complete improvements along its frontage on Cummins Street and intersection improvements at Columbia Avenue and East Fowlkes Street.

FINANCIAL IMPACT:

No financial impact. It should be noted that if traffic patterns shift to Fowlkes and Cummins Street the Board may need to reprioritize these road projects to address vehicle queues, minimize delays and improve safety.

RECOMMENDATION:

Staff is seeking Board of Mayor and Aldermen (BOMA) feedback on Resolution 2025-09.

DATE: October 2, 2024

TO: Eric Stuckey, City Administrator
Vernon Gerth, Assistant City Administrator

FROM: Paul Holzen, Director of Engineering
Jimmy Wiseman, Assistant Director of Engineering
Adam Moser, City Traffic Engineer

SUBJECT: Margin District Traffic Impact Study Submittal

Purpose

The City of Franklin and third-party reviewer have completed review of the Margin District development Traffic Impact Study (TIS) which includes the relocation of South Margin traffic from the current straight-through connection to Columbia Avenue to a new 9th Avenue connector. This memorandum serves as the Engineering Department's primary comments on the final TIS.

Comments

The City Engineering Department has reviewed the Margin District TIS and provide the following comments for major intersections identified in the TIS that do not meet current City standards for Level of Service (LOS), and/or these areas do not have mitigation recommended in which the developer is improving the intersections back to the existing LOS.

1. East Fowlkes Street at Lewisburg/Adams:
 - a. The existing LOS for the eastbound approach of this stop-controlled intersection is LOS F during the AM peak hour and under background conditions (meaning no Margin District development) for the PM peak hour. Further, this approach will likely reach LOS F in the 2032 horizon year for mid-day peak with the Margin District development project. The TIS shows that delay will further deteriorate at all peak times. No recommendations are given in the TIS to improve this intersection or for alternatives to mitigate the additional delay. This intersection has also raised safety concerns from the existing residents on multiple occasions due to the geometry of the intersection. While improvements are planned with the Lewisburg water/sewer project to try and slow vehicles turning onto Adams Street, the improvements will not improve delay for the eastbound approach.
2. South Margin and State Route 96/3rd Avenue South
 - a. The existing LOS for the eastbound approach of this signal-controlled intersection is LOS F during the AM, mid-day and PM peak hours. The approach will only further deteriorate with the project and in future horizon years. While a 'Right Turn Only' operation is slated for possible implementation, pending BOMA approval, for the eastbound approach to try and improve the current and future extreme delay, it was not included in the development TIS and should be noted.
3. South Margin Street and 5th Avenue South/Lewisburg Avenue
 - a. Currently, the westbound approach shows LOS F in the PM peak and during the AM peak with future (background) traffic. A traffic signal is planned to be installed in the near future to help

mitigate this delay. The signal is shown in the study to mitigate current failures, though this will be a City project, not a project performed by the developer.

4. East Fowlkes at Columbia Avenue

- a. Under future conditions with the project in 2027 horizon year projections, the PM peak hour shows LOS F for the westbound approach. The developer is proposing restriping of a 50' westbound left turn lane to be completed with the project at this intersection to improve level of service. However, staff recommends extending this left turn bay to accommodate 9 vehicles as shown in the 2032 Horizon Year, as shown in Table 9 below.

Table 9: Intersection Capacity Analysis – Improved Columbia Avenue and Fowlkes Street

Peak Hour	Approach / Lane Group	LOS (Delay in sec/veh) [95 th Queue in veh/ln]				
		2024 Existing	2027 Background	2027 Projected (Unimproved)	2027 Projected (Improved)	2032 Horizon (Improved)
AM Peak	EB Left Turn	C (32.1) [1.0]	C (31.3) [1.1]	C (29.4) [1.2]	C (33.1) [1.2]	C (32.4) [1.4]
	EB Through/Right Turn	D (35.3) [7.5]	C (34.6) [7.8]	C (32.4) [7.6]	C (33.3) [7.7]	C (32.9) [8.3]
	WB Left Turn	D (43.1) [7.1]	D (44.1) [7.6]	D (50.0) [9.5]	D (44.2) [5.8]	D (46.4) [6.5]
	WB Through/Right Turn				C (30.9) [2.6]	C (30.0) [2.9]
	NB Left Turn	A (5.5) [0.3]	A (5.9) [0.3]	A (6.7) [0.3]	A (6.2) [0.3]	A (6.8) [0.3]
	NB Through/Right Turn	A (9.8) [11.5]	B (11.0) [12.8]	B (13.2) [14.8]	B (12.2) [14.2]	B (14.8) [17.2]
	SB Left Turn	A (2.6) [0.1]	A (3.5) [0.2]	A (4.9) [0.2]	A (4.4) [0.2]	A (6.9) [0.3]
	SB Through/Right Turn	A (1.0) [0.6]	A (1.2) [0.7]	A (1.2) [0.6]	A (1.1) [0.6]	A (1.4) [0.8]
	Overall Intersection	B (14.1)	B (14.6)	B (16.9)	B (15.4)	B (16.6)
MD Peak	EB Left Turn	C (31.7) [1.0]	C (30.8) [1.1]	C (29.8) [1.2]	D (35.5) [1.3]	C (34.6) [1.4]
	EB Through/Right Turn	C (33.1) [4.6]	C (32.3) [4.9]	C (31.0) [4.8]	A (32.6) [4.9]	C (31.5) [5.3]
	WB Left Turn	D (44.7) [9.6]	D (46.2) [10.3]	E (66.9) [14.3]	D (43.8) [7.6]	D (45.1) [8.3]
	WB Through/Right Turn				C (32.3) [4.1]	C (31.2) [4.5]
	NB Left Turn	A (5.7) [0.2]	A (6.1) [0.3]	A (6.7) [0.3]	A (6.0) [0.3]	A (6.6) [0.3]
	NB Through/Right Turn	A (8.9) [9.4]	A (9.8) [10.4]	B (11.1) [11.5]	A (10.0) [10.8]	B (11.7) [12.9]
	SB Left Turn	A (1.5) [0.0]	A (1.9) [0.1]	A (2.5) [0.1]	A (2.2) [0.1]	A (3.3) [0.1]
	SB Through/Right Turn	A (1.1) [0.6]	A (1.3) [0.7]	A (1.3) [0.7]	A (1.2) [0.7]	A (1.6) [0.9]
	Overall Intersection	B (14.2)	B (14.8)	B (19.9)	B (14.7)	B (15.4)
PM Peak	EB Left Turn	D (36.6) [1.0]	D (35.5) [1.1]	D (35.2) [1.2]	D (41.2) [1.3]	D (41.4) [1.5]
	EB Through/Right Turn	D (39.8) [8.3]	D (38.8) [8.6]	D (38.5) [8.6]	D (39.0) [8.6]	D (39.0) [9.3]
	WB Left Turn	E (56.9) [11.4]	E (58.8) [12.1]	F (120.6) [19.5]	E (55.5) [8.4]	E (62.6) [9.4]
	WB Through/Right Turn				D (37.4) [5.5]	D (37.2) [6.0]
	NB Left Turn	A (6.7) [0.4]	A (7.2) [0.5]	C (22.3) [0.9]	B (14.3) [0.7]	C (20.9) [1.0]
	NB Through/Right Turn	B (10.5) [12.1]	B (11.7) [13.6]	B (12.3) [14.4]	B (12.0) [14.2]	B (13.3) [16.4]
	SB Left Turn	A (2.2) [0.1]	A (2.8) [0.1]	C (35.0) [0.8]	B (16.6) [0.4]	C (28.5) [0.7]
	SB Through/Right Turn	A (1.1) [0.7]	A (1.3) [0.8]	C (29.3) [21.0]	B (10.9) [10.6]	C (20.9) [18.5]
	Overall Intersection	B (17.5)	B (18.1)	D (38.3)	C (20.9)	C (25.1)

City staff has additional concerns of the added traffic to Fowlkes and Cummins Streets with the relocation of South Margin Street to the 9th Avenue connector proposed by the project, as well as traffic that may turn down Lewisburg to go to East Fowlkes Street with the new traffic signal proposed at South Margin at Lewisburg/5th. This new signal will make it easier to take a left turn on Lewisburg Avenue to go around downtown Franklin via East Fowlkes Street to Columbia instead of traversing along South Margin Street in its current connection to Columbia. In other words, once the signal is installed and the South Margin Street connection to Columbia is moved to the 9th Avenue connector, it is projected that additional traffic may traverse south on Lewisburg to East Fowlkes to Columbia Avenue instead of going

through to Columbia on South Margin Street. While staff worked with the developer traffic team to redistribute and project that traffic, it is unknown how much existing South Margin traffic that traditionally turned left (southbound) at Columbia Avenue might traverse south on Cummins or Lewisburg to the Fowlkes/Columbia signal.

City staff recommends additional improvement and further mitigation to East Fowlkes, including the Columbia, Cummins, and Lewisburg/Adams intersections. This includes further widening of East Fowlkes Street to help mitigate expected queues and vehicle delay.



Portion of South Margin
Street to Abandon
6,453 Sq Ft

Existing Alley to Abandon
1,548 Sq Ft

ROW Abandonment
Margin District

RESOLUTION 2025-09

A RESOLUTION DECLARING RIGHT-OF-WAY ON SOUTH MARGIN STREET FROM CUMMINS STREET TO COLUMBIA AVENUE (SR6/US31) AND AN ALLEY FROM CUMMINS STREET TO COLUMBIA AVENUE (SR6/US31) AS SURPLUS PROPERTY

WHEREAS, the Board of Mayor and Aldermen (BOMA) has determined that the existing right-of-way on South Margin Street from Cummins Street to Columbia Avenue (SR6/US31) and the existing right-of-way of the alley from Cummins Street to Columbia Avenue (SR6/US31), as shown in Exhibit A, is no longer necessary, suitable, or desirable for use as public right-of-way; and

WHEREAS, the right-of-way as depicted in Exhibit A is no longer required for public purposes, and the City of Franklin now seeks to declare it as surplus property to enable its sale or disposal to the adjoining property owner, AIG Franklin LLC, to facilitate the proposed development known as the Margin District; and

WHEREAS, transferring ownership of this property will return it to the tax roll, thereby generating additional tax revenue for the City; and

WHEREAS, the City's Municipal Code, Sec. 5-802, authorizes the BOMA to sell or dispose of right-of-way by negotiated contract or other appropriate means when the property value does not exceed \$75,000, ensuring the public interest is protected;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the right-of-way described and shown in **Exhibit A** is hereby declared surplus property.

BE IT FURTHER RESOLVED that the surplus right-of-way shall be transferred to AIG Franklin LLC under terms negotiated by the City Administrator with the following conditions:

- 1) Should the proposed Margin District development not obtain a stormwater and grading permit from the City of Franklin and start construction within 24 months , AIG Franklin LLC shall deed the property back to the City of Franklin within 30 days of receiving written notice from the City Administrator.

- 2) The developer shall be required, as a part of the Margin District development, to realign the intersection of 9th Avenue South by extending it from Cummins Street to Columbia Avenue (SR6/US31) to meet acceptable city standards as determined by the City Engineer.

IT IS HEREBY RESOLVED AND DONE on this ____ day of _____, 2025.

ATTEST:

CITY OF FRANKLIN, TENNESSE

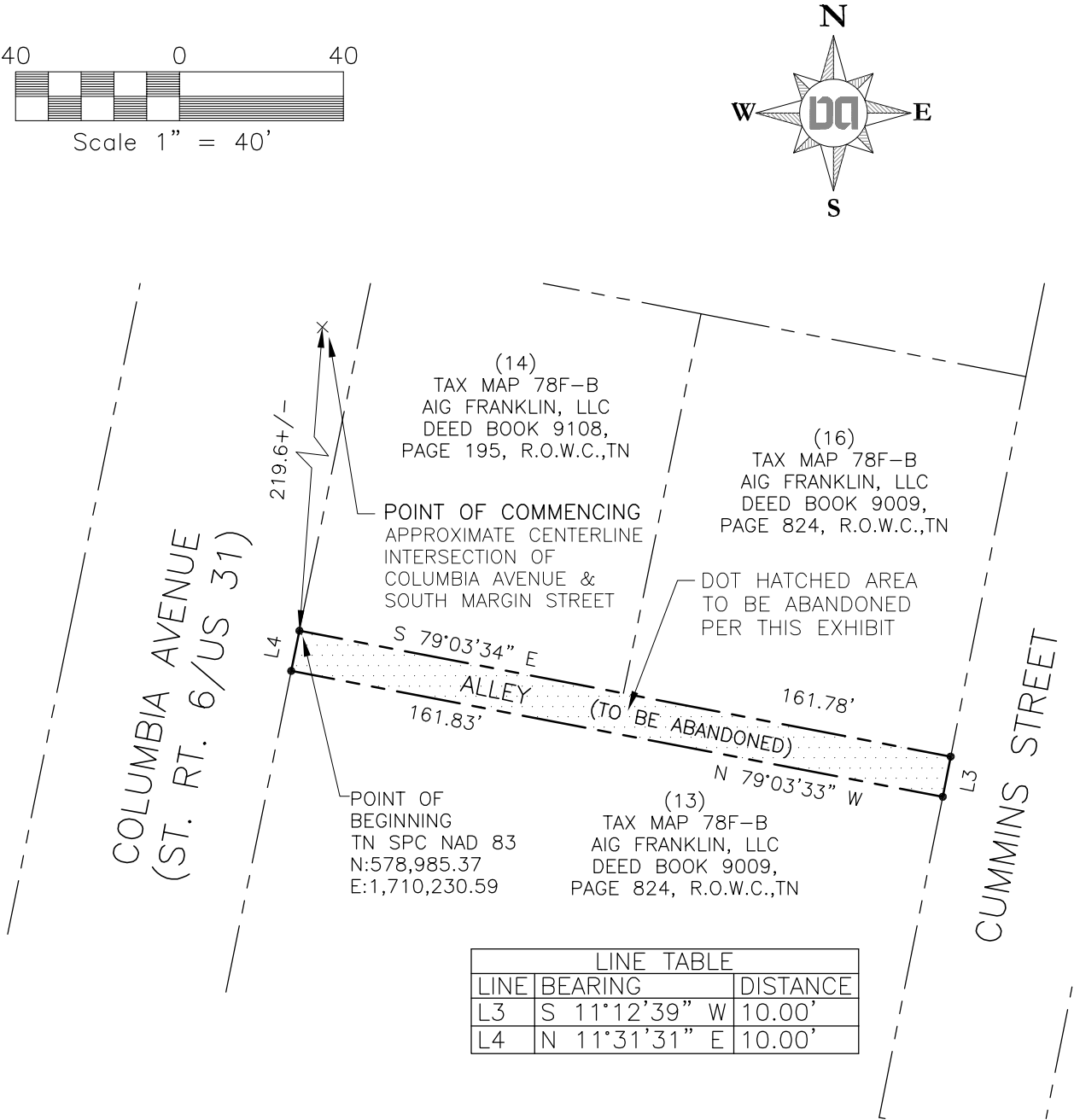
By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form

By: _____
William E. Squires
Assistant City Attorney

EXHIBIT A
RESOLUTION 2025
PG 1 OF 5



Dale & Associates

Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying
516 Heather Place Nashville, Tn 37204 (615) 297-5166

EXHIBIT "A"

RIGHT OF WAY
ADBANDONMENT

ALLEY

THIS SURVEY IS NOT A GENERAL
PROPERTY SURVEY AS DEFINED
UNDER RULE 0820.03-7 AND WAS
DONE UNDER THE AUTHORITY OF
TCA 62-18-126.

NO CORNERS WERE SET OR
RESET AT THE TIME OF THIS
INSPECTION.

SHOWN BOUNDARY INFORMATION WAS
TAKEN FROM A FEBRUARY 28, 2022,
"ALTA/NSPS LAND TITLE SURVEY", BY
DALE AND ASSOCIATES UNDER PROJECT
NO. 20081

MAP SHOWING
ADBANDONMENT OF RIGHT OF WAY
TO AIG FRANKLIN, LLC
OF FRANKLIN AND WILLIAMSON COUNTY, TENNESSEE
FROM
THE CITY OF FRANKLIN

Abandonment No: _____

Area to be Abandoned: 1,618.00 Sq.Ft. \ 0.04 Acres

Scale: 1:=40'

Date: 7/15/2024

By: Dale & Associates; Project #:20081

For: AIG FRANKLIN, LLC

EXHIBIT A
RESOLUTION 2025
PG 2 OF 5

Alley ROW Abandonment;

Being land situated in downtown Franklin, Williamson County, Tennessee, and is more particularly described as follows;

Commencing at the approximate centerline intersection of Columbia Avenue and South Margin Street, in a southerly direction a distance of 219.6 +/- feet, to a point at the intersection of the easterly margin of Columbia Avenue and the existing northerly margin of an unnamed alley, being the northwesterly most corner of the proposed Right of Way Abandonment, the southwesterly property corner of AIG Franklin, LLC property of record in Deed Book 9108, Page 195, in the Register's Office for Williamson County, TN(R.O.W.C.,TN) and the point of beginning of herein described property;

thence leaving the margin of Columbia Avenue and with the northerly margin of said alley, South 79°03'34" East, a distance of 161.78 feet to a point at the southeasterly property corner of AIG Franklin, LLC property of record in Deed Book 9009, Page 824, R.O.W.C.,TN on the existing westerly margin of Cummins Street;

thence with the westerly margin of Cummins Street, crossing the proposed end of the right of way abandonment, South 11°12'39" West, a distance of 10.00 feet to the northeasterly property corner of AIG Franklin, LLC property of record in Deed Book 9009, Page 824, R.O.W.C.,TN;

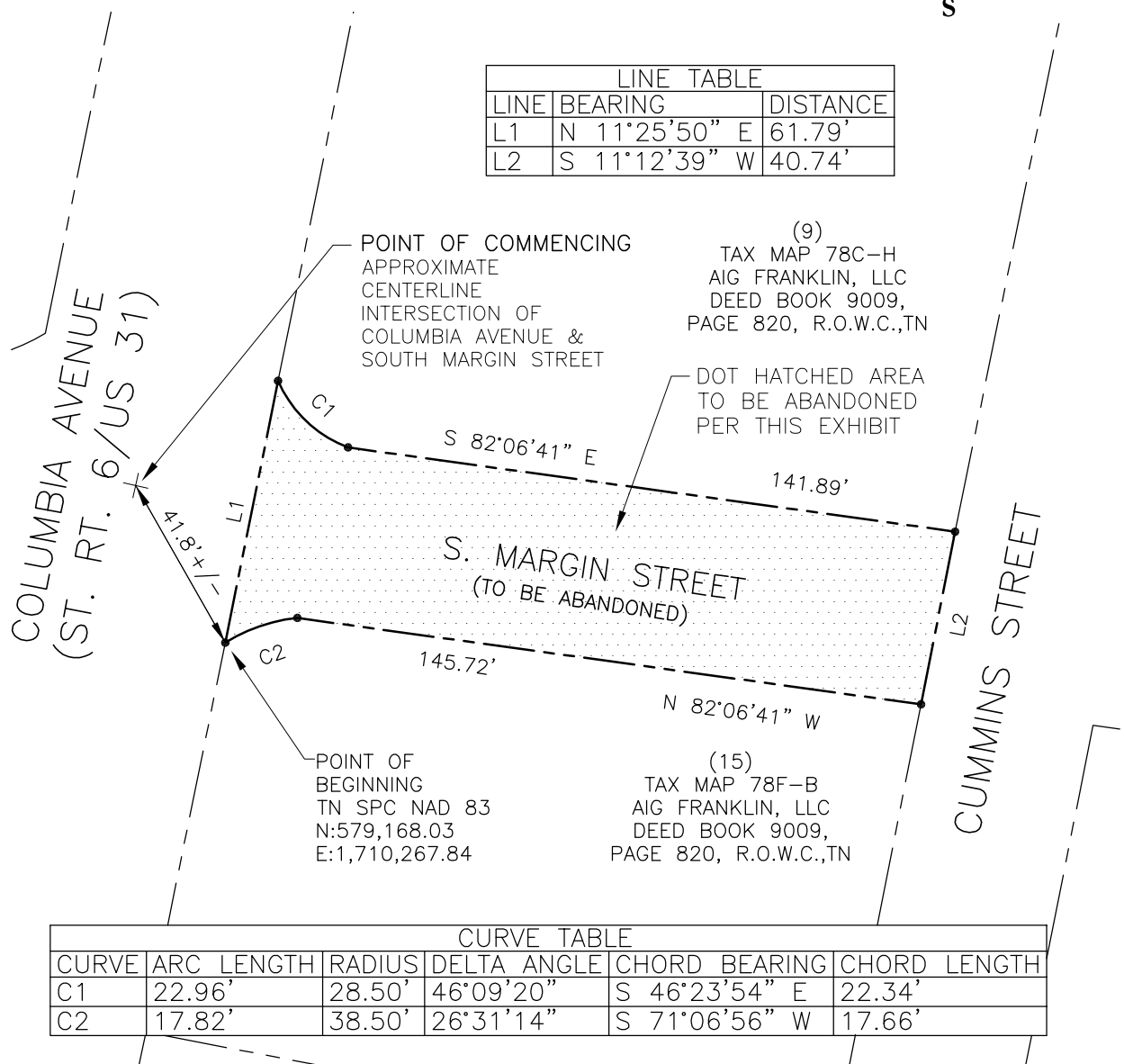
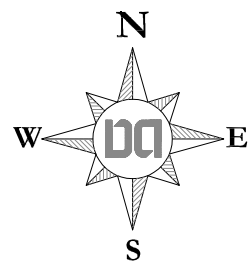
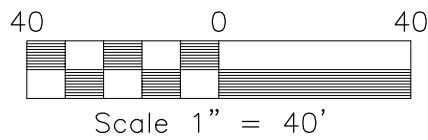
thence with said alley's southerly margin and AIG Franklin, LLC's northerly line, North 79°03'33" West, a distance of 161.83 feet to the northwesterly corner of AIG Franklin, LLC's property, being the intersection of the easterly margin of Columbia Avenue and the southerly margin of the alley to be abandoned;

thence with the easterly margin of Columbia Avenue, crossing the proposed end of the right of way abandonment, North 11°31'31" East, a distance of 10.00 feet to the point of beginning of herein described land, having an area of 1,618.00 square feet or 0.04 acres more or less.

This description was taken from an ALTA\NSPS Land Title Survey, by Dale and Associates, under project number 20081, dated February 28, 2022, and the legal description was written by Dale and Associates on July 15, 2024.

Being a portion of land held by The City of Franklin, Williamson County, Tennessee as public right of way;

See Exhibit "A" for graphic depiction.



Dale & Associates

Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying
516 Heather Place Nashville, Tn 37204 (615) 297-5166

EXHIBIT "A"

RIGHT OF WAY
ADBANDONMENT

SOUTH MARGIN STREET

THIS SURVEY IS NOT A GENERAL
PROPERTY SURVEY AS DEFINED
UNDER RULE 0820.03-7 AND WAS
DONE UNDER THE AUTHORITY OF
TCA 62-18-126.

NO CORNERS WERE SET OR
RESET AT THE TIME OF THIS
INSPECTION.

SHOWN BOUNDARY INFORMATION WAS
TAKEN FROM A DECEMBER 4, 2020,
"ALTA/NSPS LAND TITLE SURVEY", BY
DALE AND ASSOCIATES UNDER PROJECT
NO. 20151 AND FROM A AUGUST 28,
2020, "ALTA/NSPS LAND TITLE SURVEY",
BY DALE AND ASSOCIATES UNDER
PROJECT NO. 20081

MAP SHOWING
ADBANDONMENT OF RIGHT OF WAY
TO AIG FRANKLIN, LLC
OF FRANKLIN AND WILLIAMSON COUNTY, TENNESSEE
FROM
THE CITY OF FRANKLIN

Abandonment No: _____

Area to be Abandoned: 60683.15 Sq.Ft. / 0.15 Acres

Scale: 1"=40' Date: 7/15/2024 By: Dale & Associates; Project #: 20081 For: AIG FRANKLIN, LLC

EXHIBIT A
RESOLUTION 2025
PG 4 OF 5

South Margin Street ROW Abandonment;

Being land situated in downtown Franklin, Williamson County, Tennessee, and is more particularly described as follows;

Commencing at the approximate centerline intersection of Columbia Avenue and South Margin Street, in a southeasterly direction a distance of 41.8+/- feet, to a point at the intersection of the easterly margin of Columbia Avenue and the existing southerly margin of South Margin Street, being the northwesterly property corner of AIG Franklin, LLC's property of record in Deed Book 9009, Page 820, in the Register's Office for Williamson County, Tennessee(R.O.W.C.,TN), the southwesterly most corner of the proposed Right of Way Abandonment and the point of beginning of herein described property;

Thence with the margin of Columbia Avenue and crossing the proposed end of the right of way abandonment, North 11°25'50" East, a distance of 61.79 feet to a point at the southwesterly property corner of AIG Franklin, LLC's property of record in Deed Book 9009, Page 820, R.O.W.C.,TN;

Thence leaving the margin of Columbia Avenue and with the current northerly margin of South Margin Street, with a curve turning to the left with an arc length of 22.96 feet, with a radius of 28.50 feet, with a chord bearing of South 46°23'54" East, with a chord length of 22.34 feet to a point on the existing northerly margin of South Margin Street;

thence continuing with said margin, South 82°06'41" East, a distance of 141.89' to a point at the southeasterly property corner of AIG Franklin, LLC's property, being the intersection of the northerly margin of South Margin Street and the westerly margin of Cummins Street;

thence crossing the proposed end of the right of way abandonment with said margin of Cummins Street, South 11°12'39" West, a distance of 40.74 feet to a point at the northeasterly property corner of AIG Franklin, LLC's Property of Record in Deed Book 9009, Page 820, R.O.W.C.,TN;

thence leaving the margin of Cummins Street and with the current southerly margin of South Margin Street, North 82°06'41" West, a distance of 145.72 feet to a point on the southerly margin of South Margin Street;

thence continuing with the current southerly margin of South Margin Street, with a curve turning to the left with an arc length of 17.82 feet, with a radius of 38.50 feet, with a chord bearing of South 71°06'56" West, with a chord length of 17.66 feet to the point of beginning of herein described land, having an area of 6,683.15 square feet or 0.15 acres more or less.

This description was taken from an ALTA\NSPS Land Title Survey, by Dale and Associates, under project number 20151, dated December 4, 2020 and from an ALTA\NSPS Land Title Survey, by Dale and Associates, under project number 20081, dated August 28, 2020, and the legal description was written by Dale and Associates on July 15, 2024.

EXHIBIT A
RESOLUTION 2025
PG 5 OF 5

Being a portion of land held by The City of Franklin, Williamson County, Tennessee as public right of way;

See Exhibit "A" for graphic depiction.

**ROAD IMPACT FEE REIMBURSEMENT AGREEMENT
COF CONTRACT NO. 2024-0410**

This agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and AIG Franklin, LLC, ("Developer"), on this the _____ day of _____, 20____, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Margin District Subdivision, Site Plan (COF Project #8584) for approval (the "Development Project"); and

WHEREAS, the City has required the Developer to design, acquire right-of-way, acquire easements, obtain permits, and construct certain roadway improvements (the "Improvements") as a requirement of the Development Project and as shown on Exhibit A; and

WHEREAS, the Improvements required as part of the Development Project are identified in the City's Major Thoroughfare Plan, Connect Franklin; and

WHEREAS, the Developer has made application to offset a portion of the costs of these improvements against any Road Impact Fees due from the Development Project.

NOW THEREFORE, the City and the Developer, their successors and assigns, do hereby agree as follows:

1. PURPOSE. The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the provision of reimbursement of collector and arterial road impact fees pursuant to the FMC.

2. TERM. This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fully fulfilled their obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.

3. PROJECT. The Developer has submitted reliable information related to the costs of construction of the following Improvements (the "Improvements"):

1. The installation of a westbound left turn lane with a storage depth of one hundred sixty-two (162) feet on East Fowlkes Street.
2. Additional improvements are required along Cummins Street, a local street. The Improvements include sidewalk installation and curb and gutter improvements. These Improvements are not reimbursable by the Road Impact Fee fund.

4. ELIGIBLE COLLECTOR ROAD IMPACT FEE REIMBURSEMENT. The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above collector roadway Improvements is **Five Hundred Two Thousand Seven Hundred Fourteen and 07/100 Dollars (\$502,714.07)** for the Development Project and the total reimbursement to the Developer is estimated to be **Four Hundred Ninety Six Thousand Eighty Seven and 65/100 Dollars (\$496,087.65)**. At no time shall reimbursement exceed the collector impact fees collected as part of the Development Project.

5. APPROVAL OF CONTRACTS AND AGREEMENTS. The City Engineer shall review and approve all professional services agreements, right-of-way and easement acquisition offers (that exceed the appraised value of the acquisition), and construction bids associated with the Improvements. The Developer shall obtain approval prior to the spending of any funding in which the Developer is seeking reimbursement from the City. The Developer agrees that failure to obtain contract approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

6. APPROVAL OF CONSTRUCTION DOCUMENTS. Prior to starting right-of-way acquisition, easement acquisition, and construction, the Developer shall submit construction documents to the City Engineer for review and approval. The Developer agrees that failure to obtain approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

7. PERMITS. The Developer shall be solely responsible for obtaining and complying with all necessary local, state, and federal permits associated with the Improvements.

8. ON-SITE RIGHT-OF-WAY AND EASEMENT DEDICATION. The reimbursement value of on-site right-of-way shall be based on the fair market value of the land at the date of application for the development approval for which the condition of dedication was imposed. The value of right-of-way is hereby established as Sixty and No/100 Dollars (**\$60.00 per square foot**), and all other necessary temporary slope, temporary construction, access easements, and utility easements shall be dedicated at no cost to the City.

9. OFF-SITE RIGHT-OF-WAY AND EASEMENT ACQUISITION.

- a. Right-of-way and easement acquisition is required for all of the Improvements above. Including the Improvements that are not reimbursable.
- b. The Developer shall be responsible for obtaining all off-site right-of-way and easements associated with the off-site Improvements.
- c. At a minimum, the Developer shall offer fair market value for all right-of-way and or easements necessary as part of the Improvements. The value of right-of-way and easements shall be determined by a professional real estate appraiser or other means as approved by the City Engineer.
- d. Should negotiations fail, the City agrees to assist, to the maximum extent allowable by law, in the acquisition of the necessary off-site right-of-way and easements associated with the Improvements.

10. Reimbursement and Final Acceptance.

- a. The Developer may submit periodic invoices to the City during the course of design, right-of-way acquisition, easement acquisition, permitting and construction (not more frequently than every 90 days), which invoices shall be payable within 30 days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected impact fees as specified within this Agreement.
- b. No reimbursement on Construction shall be allowed until all right-of-way and easements have been properly deeded to the City and/or State and recorded at the Williamson County Register of Deeds.
- c. Invoices shall include copies of approved contracts and invoices associated with the roadway Improvements, partial lien waivers for all contracts and copies of checks to show proof of payment. The Developer shall submit invoices based on the latest approved City forms as required by the Road Impact Fee Administrator (City Engineer).

- d. Prior to final reimbursement and City acceptance of off-site Improvements, the Developer shall coordinate final inspections with the City and obtain letters of acceptance from the Street Department or City Engineer.
- e. The following costs are specifically excluded from reimbursement: fiscal cost, including interest of money borrowed to finance the construction, cost for utility relocations, landscaping, turn lanes, internal management fees and turn lanes / signal improvements that benefit solely the development and not the arterial and/or collector roadway.

11. INDEMNIFICATION.

- a. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Developer under this Agreement or otherwise, Developer shall indemnify and hold harmless the City, and the officers, directors, members, partners, employees, agents, consultants and subcontractors, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Improvements, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the improvements itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Developer, and any contractor and any subcontractor, and any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable.
- b. In any and all claims against City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Developer, and contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable, the indemnification obligation under the paragraph above will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, or any contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

13. MISCELLANEOUS.

- a. 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.
- b. 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.
- c. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other remedies as may be available to them in 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.

- d. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this 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.
- e. Assignment. The rights and obligations of this Agreement are not assignable without prior written consent of the City.
- f. 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.
- g. 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.

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

WITNESS our hands on the dates as indicated.

DEVELOPER

AIG Franklin, LLC

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ self to be _____ (or other officer authorized to execute the instrument) of _____, the within named bargainor, a _____, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE
Mayor

Date: _____

ATTEST:

By: _____

ANGIE SKARP
City Recorder

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, 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 who, upon oath, acknowledged themselves to be the Mayor and City Recorder, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Recorder executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Recorder.

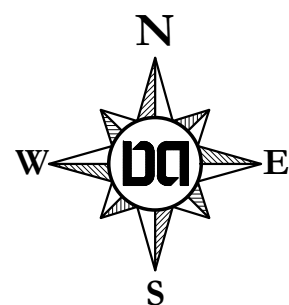
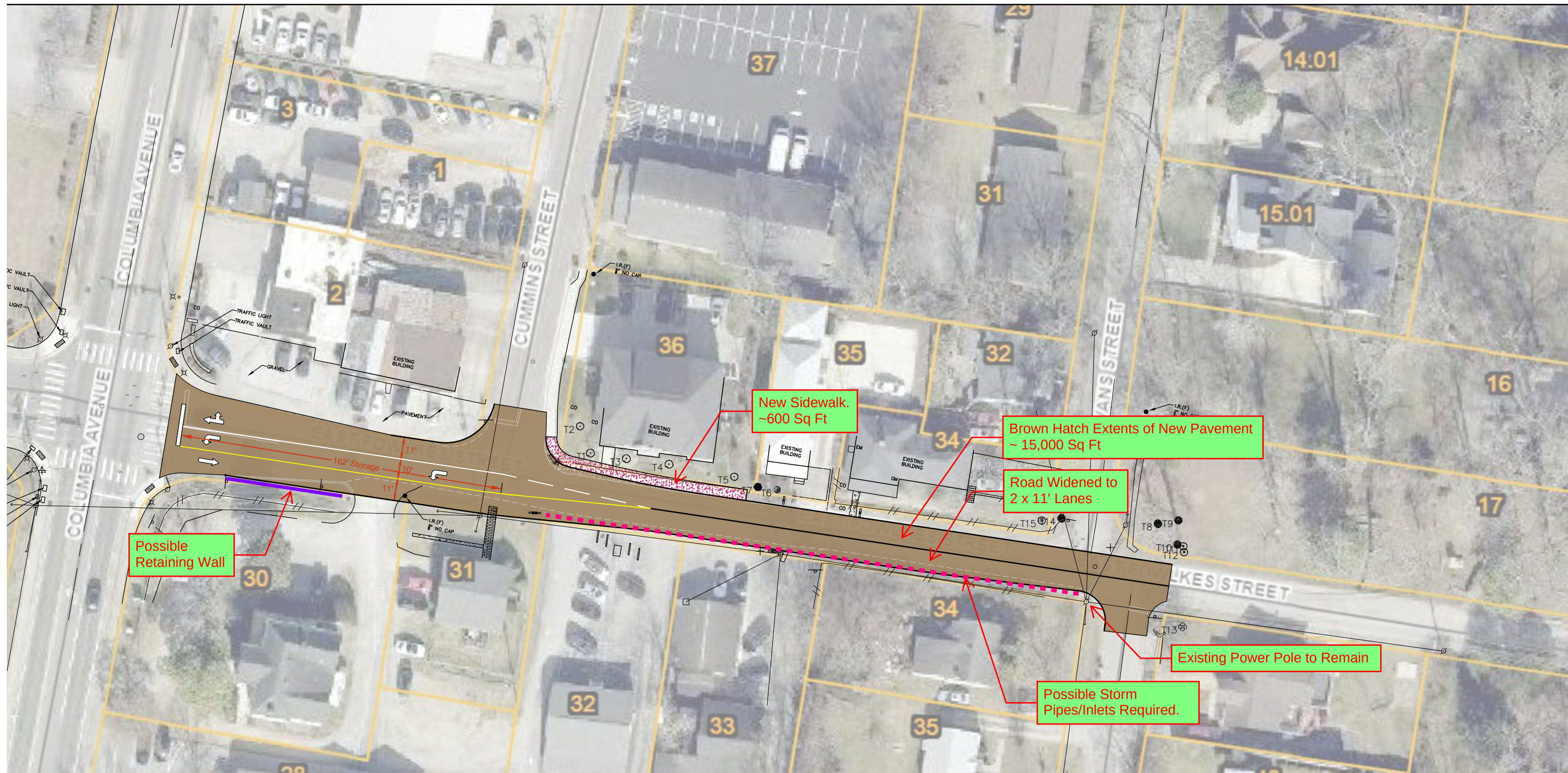
Witness my hand and seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Approved as to form by:

J. Blake Harper, Staff Attorney



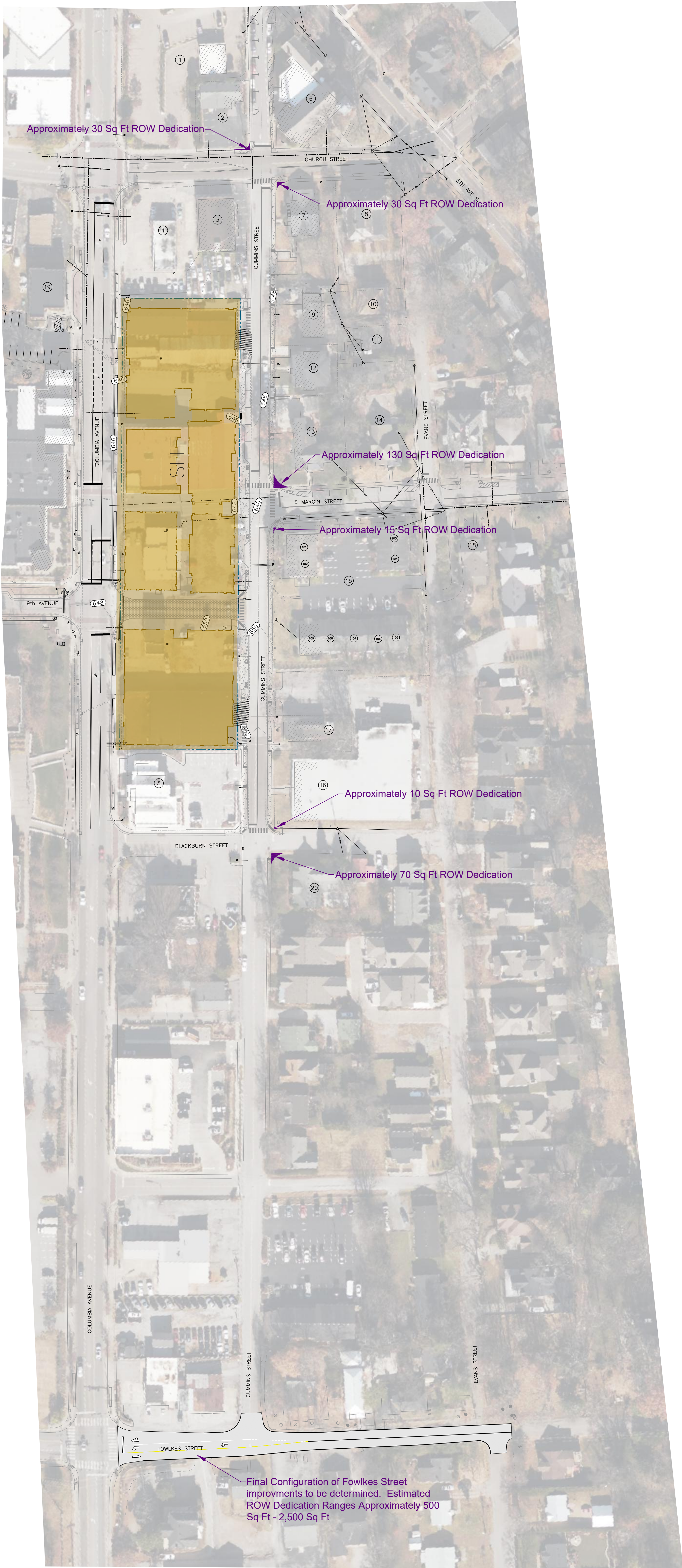
NOTES:

1. Pavement along south edge expands into existing parking lots. Alternate slope tolerances for roadway and/or parking lot required.
2. Green Text Blocks are items assumed to be covered in Road Impact Fees.
3. This drawing does not constitute a final survey nor design, and should not be assumed to encompass all impacts of road widening.

Fowlkes Improvements Margin District

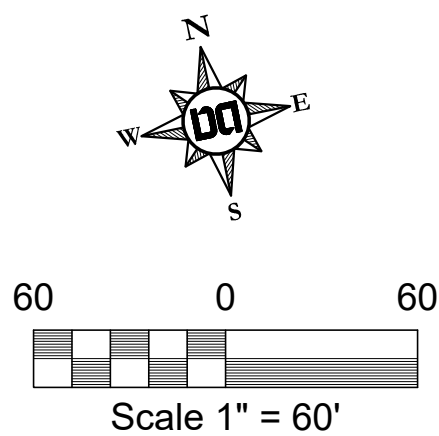
Dale & Associates
Project # 20081

November 1, 2024



OWNERS EXHIBIT KEY		
No.	Address	Owner
1	510 Columbia Ave.	City of Franklin
* 2	600 Church St.	Tirey Margie Ritzi
3	601 Church St.	Tirey Margie Ritzi
4	705 Columbia Ave.	Pewitt Clyde Family TR
5	815 Columbia Ave.	Renaissant Bank
6	148 5th Ave. S.	Church First United Methodist of Franklin
* 7	517 Church St.	Well Spring Properties
8	515 Church St.	Arlington Nashville RE
9	219 Cummins St.	Pirecki Edward B
10	712 Evans St.	Vaillancourt Mary Jo
11	714 Evans St.	Ayers Nell Key
12	225 Cummins St.	Cummins Ventures LLC
* 13	604 S. Margin St.	Brent Catherine Hardison
14	600 S. Margin St.	Reynolds W Fred & Reynolds Linda H
* 15	605 S. Margin St.	Park Place (See Below)
* 16	319 Cummins St.	Bell South Telecommunications Inc.
17	321 Cummins St.	Sealestingus Scarlett Winton & Tingas Ilias
18	509 S. Margin St.	Dahl Braden & Dahl Nancy
19	708 Columbia Ave.	City of Franklin
* 20	403 Cummins	Brett & Amy Tarter
* Denotes Property Subject to ROW Acquisition		

PARK PLACE CONDOMINIUMS	
Unit	Owner
101	Holderfield Keith Alan
102	White Kristina S & Brown Marion A
103	Perkins Huberta H Rev Liv TR
104	Painter Alesia Diane
105	Lisella Virginia Pack
106	Peterson Juliet W Liv TR
107	Notarano Francine C Rev TR #1
108	Reynolds W Fred & Reynolds Linda H
109	Freeman Liv TR



Overall ROW Acquisition Exhibit
Margin District Subdivision

DATE: October 2, 2024

TO: Eric Stuckey, City Administrator
Vernon Gerth, Assistant City Administrator

FROM: Paul Holzen, Director of Engineering
Jimmy Wiseman, Assistant Director of Engineering
Adam Moser, City Traffic Engineer

SUBJECT: Margin District Traffic Impact Study Submittal

Purpose

The City of Franklin and third-party reviewer have completed review of the Margin District development Traffic Impact Study (TIS) which includes the relocation of South Margin traffic from the current straight-through connection to Columbia Avenue to a new 9th Avenue connector. This memorandum serves as the Engineering Department's primary comments on the final TIS.

Comments

The City Engineering Department has reviewed the Margin District TIS and provide the following comments for major intersections identified in the TIS that do not meet current City standards for Level of Service (LOS), and/or these areas do not have mitigation recommended in which the developer is improving the intersections back to the existing LOS.

1. East Fowlkes Street at Lewisburg/Adams:

- a. The existing LOS for the eastbound approach of this stop-controlled intersection is LOS F during the AM peak hour and under background conditions (meaning no Margin District development) for the PM peak hour. Further, this approach will likely reach LOS F in the 2032 horizon year for mid-day peak with the Margin District development project. The TIS shows that delay will further deteriorate at all peak times. No recommendations are given in the TIS to improve this intersection or for alternatives to mitigate the additional delay. This intersection has also raised safety concerns from the existing residents on multiple occasions due to the geometry of the intersection. While improvements are planned with the Lewisburg water/sewer project to try and slow vehicles turning onto Adams Street, the improvements will not improve delay for the eastbound approach.

2. South Margin and State Route 96/3rd Avenue South

- a. The existing LOS for the eastbound approach of this signal-controlled intersection is LOS F during the AM, mid-day and PM peak hours. The approach will only further deteriorate with the project and in future horizon years. While a 'Right Turn Only' operation is slated for possible implementation, pending BOMA approval, for the eastbound approach to try and improve the current and future extreme delay, it was not included in the development TIS and should be noted.

3. South Margin Street and 5th Avenue South/Lewisburg Avenue

- a. Currently, the westbound approach shows LOS F in the PM peak and during the AM peak with future (background) traffic. A traffic signal is planned to be installed in the near future to help

mitigate this delay. The signal is shown in the study to mitigate current failures, though this will be a City project, not a project performed by the developer.

4. East Fowlkes at Columbia Avenue

- a. Under future conditions with the project in 2027 horizon year projections, the PM peak hour shows LOS F for the westbound approach. The developer is proposing restriping of a 50' westbound left turn lane to be completed with the project at this intersection to improve level of service. However, staff recommends extending this left turn bay to accommodate 9 vehicles as shown in the 2032 Horizon Year, as shown in Table 9 below.

Table 9: Intersection Capacity Analysis – Improved Columbia Avenue and Fowlkes Street

Peak Hour	Approach / Lane Group	LOS (Delay in sec/veh) [95 th Queue in veh/ln]				
		2024 Existing	2027 Background	2027 Projected (Unimproved)	2027 Projected (Improved)	2032 Horizon (Improved)
AM Peak	EB Left Turn	C (32.1) [1.0]	C (31.3) [1.1]	C (29.4) [1.2]	C (33.1) [1.2]	C (32.4) [1.4]
	EB Through/Right Turn	D (35.3) [7.5]	C (34.6) [7.8]	C (32.4) [7.6]	C (33.3) [7.7]	C (32.9) [8.3]
	WB Left Turn	D (43.1) [7.1]	D (44.1) [7.6]	D (50.0) [9.5]	D (44.2) [5.8]	D (46.4) [6.5]
	WB Through/Right Turn				C (30.9) [2.6]	C (30.0) [2.9]
	NB Left Turn	A (5.5) [0.3]	A (5.9) [0.3]	A (6.7) [0.3]	A (6.2) [0.3]	A (6.8) [0.3]
	NB Through/Right Turn	A (9.8) [11.5]	B (11.0) [12.8]	B (13.2) [14.8]	B (12.2) [14.2]	B (14.8) [17.2]
	SB Left Turn	A (2.6) [0.1]	A (3.5) [0.2]	A (4.9) [0.2]	A (4.4) [0.2]	A (6.9) [0.3]
	SB Through/Right Turn	A (1.0) [0.6]	A (1.2) [0.7]	A (1.2) [0.6]	A (1.1) [0.6]	A (1.4) [0.8]
	Overall Intersection	B (14.1)	B (14.6)	B (16.9)	B (15.4)	B (16.6)
MD Peak	EB Left Turn	C (31.7) [1.0]	C (30.8) [1.1]	C (29.8) [1.2]	D (35.5) [1.3]	C (34.6) [1.4]
	EB Through/Right Turn	C (33.1) [4.6]	C (32.3) [4.9]	C (31.0) [4.8]	A (32.6) [4.9]	C (31.5) [5.3]
	WB Left Turn	D (44.7) [9.6]	D (46.2) [10.3]	E (66.9) [14.3]	D (43.8) [7.6]	D (45.1) [8.3]
	WB Through/Right Turn				C (32.3) [4.1]	C (31.2) [4.5]
	NB Left Turn	A (5.7) [0.2]	A (6.1) [0.3]	A (6.7) [0.3]	A (6.0) [0.3]	A (6.6) [0.3]
	NB Through/Right Turn	A (8.9) [9.4]	A (9.8) [10.4]	B (11.1) [11.5]	A (10.0) [10.8]	B (11.7) [12.9]
	SB Left Turn	A (1.5) [0.0]	A (1.9) [0.1]	A (2.5) [0.1]	A (2.2) [0.1]	A (3.3) [0.1]
	SB Through/Right Turn	A (1.1) [0.6]	A (1.3) [0.7]	A (1.3) [0.7]	A (1.2) [0.7]	A (1.6) [0.9]
	Overall Intersection	B (14.2)	B (14.8)	B (19.9)	B (14.7)	B (15.4)
PM Peak	EB Left Turn	D (36.6) [1.0]	D (35.5) [1.1]	D (35.2) [1.2]	D (41.2) [1.3]	D (41.4) [1.5]
	EB Through/Right Turn	D (39.8) [8.3]	D (38.8) [8.6]	D (38.5) [8.6]	D (39.0) [8.6]	D (39.0) [9.3]
	WB Left Turn	E (56.9) [11.4]	E (58.8) [12.1]	F (120.6) [19.5]	E (55.5) [8.4]	E (62.6) [9.4]
	WB Through/Right Turn				D (37.4) [5.5]	D (37.2) [6.0]
	NB Left Turn	A (6.7) [0.4]	A (7.2) [0.5]	C (22.3) [0.9]	B (14.3) [0.7]	C (20.9) [1.0]
	NB Through/Right Turn	B (10.5) [12.1]	B (11.7) [13.6]	B (12.3) [14.4]	B (12.0) [14.2]	B (13.3) [16.4]
	SB Left Turn	A (2.2) [0.1]	A (2.8) [0.1]	C (35.0) [0.8]	B (16.6) [0.4]	C (28.5) [0.7]
	SB Through/Right Turn	A (1.1) [0.7]	A (1.3) [0.8]	C (29.3) [21.0]	B (10.9) [10.6]	C (20.9) [18.5]
	Overall Intersection	B (17.5)	B (18.1)	D (38.3)	C (20.9)	C (25.1)

City staff has additional concerns of the added traffic to Fowlkes and Cummins Streets with the relocation of South Margin Street to the 9th Avenue connector proposed by the project, as well as traffic that may turn down Lewisburg to go to East Fowlkes Street with the new traffic signal proposed at South Margin at Lewisburg/5th. This new signal will make it easier to take a left turn on Lewisburg Avenue to go around downtown Franklin via East Fowlkes Street to Columbia instead of traversing along South Margin Street in its current connection to Columbia. In other words, once the signal is installed and the South Margin Street connection to Columbia is moved to the 9th Avenue connector, it is projected that additional traffic may traverse south on Lewisburg to East Fowlkes to Columbia Avenue instead of going

through to Columbia on South Margin Street. While staff worked with the developer traffic team to redistribute and project that traffic, it is unknown how much existing South Margin traffic that traditionally turned left (southbound) at Columbia Avenue might traverse south on Cummins or Lewisburg to the Fowlkes/Columbia signal.

City staff recommends additional improvement and further mitigation to East Fowlkes, including the Columbia, Cummins, and Lewisburg/Adams intersections. This includes further widening of East Fowlkes Street to help mitigate expected queues and vehicle delay.



File #: 21-0768

DATE: October 29, 2024
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

*Consideration Of COF Contract No. 2024-0311, With Toll Brothers, Inc. For Reimbursement Agreement For Franklin Ridge Project For An Amount Not To Exceed \$416,750
CIC 10/26/24, 3-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract 2024-0311, with Toll Brothers, Inc. for Reimbursement Agreement for Franklin Ridge Project for an amount not to exceed \$416,750.

BACKGROUND/STAFF COMMENTS:

The Franklin Ridge Subdivision, Preliminary Plat was submitted in March of 2024. Staff then presented three options at a BOMA work session on August 27th, 2024 and it was staff's perception that the board wanted to proceed with the following improvements:

- 1) Three-Way Stop Installation at the intersection of Gleneagle Ln and Jordan Road
- 2) Emergency Access Improvements on Jordan Road
- 3) Pavement Widening & Improvement on Jordan Road
- 4) Right-in Right-Out Access at Jordan Road and Liberty Pike

The City has reviewed and approved the improvements as necessary and beneficial to the community.

FINANCIAL IMPACT:

The cost associated with this agreement is \$416,750. A budget amendment will be needed to accommodate this agreement. Jordan Road is not an arterial or collector roadway. This would be a general fund budget expense.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract 2024-0311.

**REIMBURSEMENT AGREEMENT
COF CONTRACT NO. 2024-0311**

This agreement (the "Agreement") is entered into by and between THE CITY OF FRANKLIN, TENNESSEE ("City") and TOLL SOUTHEAST LP COMPANY, INC., a Delaware corporation ("Developer"), on this the _____ day of _____, 2025.

WHEREAS, Developer is under contract to acquire certain real property located in Franklin, Tennessee, as described on Exhibit A attached hereto (the "Property");

WHEREAS, the Developer has agreed to undertake the road Improvements as specified herein;

WHEREAS, the City agrees to reimburse the Developer for the costs incurred in the completion of these Improvements up to a total amount of **Four Hundred Sixteen Thousand Seven Hundred Fifty and 00/100 Dollars** (\$416,750.00).

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

1. **IMPROVEMENTS.** The Developer shall perform the following improvements as part of this Agreement (the "Improvements"):
 - a) **Three-Way Stop Installation:**
 - Install a three-way stop at the intersection of Gleneagle Lane and Jordan Road.
 - b) **Emergency Access Improvements:**
 - Upgrade Jordan Road for the section designated as "emergency access only," extending approximately 350 linear feet south of the Gleneagle Lane and Jordan Road intersection.
 - c) **Pavement Widening and Improvement:**
 - Enhance Jordan Road south of the property frontage to the intersection of Jordan Road and Liberty Pike, including pavement widening to a minimum of 20 feet for approximately 900 linear feet.
 - d) **Right-In Right-Out Access:**
 - Install a right-in right-out curbed access, including striping and signage, at the intersection of Jordan Road and Liberty Pike.

The Improvements are more particularly shown on Exhibit B attached hereto. Such Improvements shall be completed in accordance with plans and specifications approved by the City.

2. **REIMBURSEMENT.** The City shall reimburse the Developer for eligible expenses described on Exhibit C which are incurred in the completion of the work outlined in Section 1, up to a maximum amount of **Four Hundred Sixteen Thousand Seven Hundred Fifty and 00/100 Dollars** (\$416,750.00). Reimbursement shall occur as follows:
 - a) The Developer shall submit detailed invoices, along with supporting documentation, for all costs associated with the work completed.

- b) The City shall review and approve the invoices and reimburse the Developer within 30 days of receipt of approved invoices.
- 3. **COMPLIANCE WITH LAWS.** The Developer agrees to perform all work in accordance with applicable federal, state, and local laws, ordinances, regulations, and codes.
- 4. **INDEMNIFICATION.**
 - a) To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Developer under this Agreement or otherwise, Developer shall indemnify and hold harmless the City, and the officers, directors, members, partners, employees, agents, consultants and subcontractors, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Improvements, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the improvements itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Developer, and any Developer and any subcontractor, and any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable.
 - b) In any and all claims against City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractor , by any employee (or the survivor or personal representative of such employee) of Developer, and Developer, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable, the indemnification obligation under the paragraph above will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, or any Developer or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 5. **AMENDMENTS.** This Agreement may be amended only in writing and signed by both parties.
- 6. **MISCELLANEOUS.**
 - a) **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.
 - b) **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.
 - c) **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other remedies as may be available to them in 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. Notwithstanding the foregoing, in no event shall Developer

have any obligation to perform the Improvements until such time as Developer has acquired the Property and commenced development of "Phase 2" within the Property.

- d) Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this 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.
- e) Assignment. The rights and obligations of this Agreement are not assignable without prior written consent of the City.
- f) 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.
- g) 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, the parties hereto have executed this Reimbursement Agreement as of the date first above written.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2025.

(Signature page to follow)

WITNESS our hands on the dates as indicated.

DEVELOPER

TOLL SOUTHEAST LP COMPANY, INC., a Delaware
corporation By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)

COUNTY OF _____)

Before me, _____, a Notary Public of said County and
State, personally appeared _____, with whom I am personally
acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged
_____ self to be _____ (or other officer authorized to execute
the instrument) of _____, the within named bargainor, a _____, and
that _____ as such _____ executed the foregoing instrument for the purposes
therein contained.

Witness my hand and seal on this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE

Mayor

Date: _____

By: _____

ANGIE SKARP

City Recorder

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, 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 who, upon oath, acknowledged themselves to be the Mayor and City Recorder, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Recorder executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Recorder.

Witness my hand and seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Approved as to form by:

J. Blake Harper, Staff Attorney

EXHIBIT "A"

Description of Developer Property

MAP 062 PARCEL 3.00

LAND LYING IN WILLIAMSON COUNTY, TENNESSEE, NORTHEAST OF THE TOWN OF FRANKLIN, EAST OF MACK HATCHER MEMORIAL PARKWAY, SOUTH OF COOL SPRINGS BOULEVARD, 1,000 FEET SOUTH OF THE INTERSECTION OF SAME AND MACK HATCHER MEMORIAL PARKWAY, LYING ON THE EAST SIDE OF SAME, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND AT THE BASE OF A ROCK WALL, LYING IN THE EASTERN MARGIN OF MACK HATCHER MEMORIAL PARKWAY (RIGHT OF WAY VARIES), 130 FEET FROM NORTH BOUND CENTERLINE OF SAME, AND BEING THE SOUTHWESTERN CORNER OF THE ARTESSA FRANKLIN SPE, LLC PROPERTY, DEED BOOK 9082, PAGE 791, REGISTERS OFFICE OF WILLIAMSON COUNTY (HEREAFTER R.O.W.C.); SAID ROD BEING LOCATED AT TENNESSEE STATE PLANE COORDINATES NORTH: 585,140.39 FEET AND EAST: 1,720,467.81, NAD 83(2011), U.S. SURVEY FEET;

THENCE, LEAVING THE MARGIN OF SAID PARKWAY AND FOLLOWING A ROCK WALL ALONG THE SOUTHERN BOUNDARY OF SAID ARTESSA FRANKLIN PROPERTY, SOUTH 82°19'09" EAST, 359.81 FEET TO A 5/8-INCH IRON ROD FOUND, BEING THE NORTHWEST CORNER OF THE CAROLYN E. DAVIS PROPERTY, DEED BOOK 8969, PAGE 736 R.O.W.C.;

THENCE, LEAVING THE SOUTHERN BOUNDARY OF SAID ARTESSA FRANKLIN PROPERTY AND ALONG THE WESTERN BOUNDARY OF SAID DAVIS PROPERTY, SOUTH 11°03'24" WEST, 146.80 FEET TO A 5/8-INCH CAPPED IRON ROD SET AS A MEMORIAL FOR AN OBLITERATED WOODEN FENCE POST FOUND, BEING THE SOUTHWESTERN CORNER OF SAID DAVIS PROPERTY;

THENCE, ALONG THE SOUTHERN BOUNDARY OF SAME, SOUTH 78°51'44" EAST, 422.71 FEET TO A 1/2-INCH IRON PIPE FOUND IN THE WESTERN MARGIN OF JORDAN ROAD (RIGHT OF WAY 60-FEET), LYING ON AN ARC OF A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WITH A RADIUS OF 1,206.79 FEET AND A CENTRAL ANGLE OF 11°34'19";

THENCE, SOUTHWESTERLY WITH THE WESTERN MARGIN OF SAID JORDAN ROAD, 30-FEET FROM CENTERLINE AND PARALLEL TO SAME, ALONG SAID CURVE A DISTANCE OF 243.74 FEET TO A 5/8-INCH CAPPED IRON ROD SET (CHORD: SOUTH 28°33'51" WEST, 243.32 FEET), BEING THE POINT OF TANGENCY;

THENCE, ALONG THE WESTERN MARGIN OF SAID JORDAN ROAD THE FOLLOWING CALLS:

SOUTH 22°46'41" WEST, 358.31 FEET TO A 5/8-INCH CAPPED IRON ROD SET;

SOUTH 20°59'37" WEST, 234.32 FEET TO A 5/8-INCH CAPPED IRON ROD SET;

SOUTH 20°55'53" WEST, 54.34 FEET TO A 5/8-INCH CAPPED IRON ROD SET, BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WITH A RADIUS OF 428.95 FEET AND A CENTRAL ANGLE OF 30°19'23";

THENCE, SOUTHWESTERLY ALONG SAID CURVE A DISTANCE OF 227.02 FEET TO A 5/8-INCH CAPPED IRON ROD SET;

SOUTH 51°15'16" WEST, 334.22 FEET TO A 5/8-INCH CAPPED IRON ROD SET;

SOUTH 51°15'29" WEST, 377.83 FEET TO A 5/8-INCH CAPPED IRON ROD SET, BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WITH A RADIUS OF 11,017.10 FEET AND A CENTRAL ANGLE OF 2°09'43";

THENCE, ALONG SAID CURVE A DISTANCE OF 415.73 FEET TO A CONCRETE HIGHWAY MONUMENT;

THENCE, LEAVING THE WESTERN MARGIN OF SAID JORDAN ROAD AND ALONG THE T.D.O.T. RIGHT OF WAY, PROJECT NUMBER STP-397(7), FOR THE AFOREMENTIONED MACK HATCHER MEMORIAL PARKWAY THE FOLLOWING CALLS:

SOUTH 82°18'33" WEST, 51.65 FEET TO A CONCRETE HIGHWAY MONUMENT;

SOUTH 51°59'11" WEST, 160.38 FEET TO A CONCRETE HIGHWAY MONUMENT;

SOUTH 75°35'38" WEST, 83.91 FEET TO A FENCE POST FOUND "T-POST", LYING IN THE EASTERN RIGHT OF WAY OF SAID MACK HATCHER MEMORIAL PARKWAY;

THENCE, ALONG THE EASTERN MARGIN OF SAME THE FOLLOWING CALLS:

NORTH 23°54'26" EAST, 441.69 FEET TO A CONCRETE HIGHWAY MONUMENT, LYING 0.6 FOOT SOUTHEAST OF A 5/8-INCH CAPPED IRON ROD FOUND "THOMAS MILLER";

NORTH 27°49'26" EAST, 501.11 FEET TO A CONCRETE HIGHWAY MONUMENT;

NORTH 22°10'57" EAST, 502.45 FEET TO A CONCRETE HIGHWAY MONUMENT;

NORTH 30°17'16" EAST, 202.30 FEET TO A CONCRETE HIGHWAY MONUMENT;

NORTH 27°37'10" EAST, 270.13 FEET TO A CONCRETE HIGHWAY MONUMENT;

NORTH 9°22'16" EAST, 373.61 FEET TO THE **POINT OF BEGINNING**. CONTAINING 1,230,978.89 SQUARE FEET, MORE OR LESS.

MAP 062 PARCEL 3.01

LAND LYING IN WILLIAMSON COUNTY, TENNESSEE, NORTHEAST OF THE TOWN OF FRANKLIN, EAST OF MACK HATCHER MEMORIAL PARKWAY, SOUTH OF COOL SPRINGS BOULEVARD, 1,620 FEET WEST OF THE INTERSECTION OF WEST MCEWEN DRIVE AND JORDAN ROAD, LYING ON THE WEST SIDE OF SAME, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON PIPE FOUND, LYING IN THE WESTERN MARGIN OF JORDAN ROAD (RIGHT OF WAY 60-FEET), 30 FEET FROM CENTERLINE OF SAME, AND BEING THE NORTHEASTERN CORNER OF THE EARL CHISM DAVIS, II PROPERTY, DEED BOOK 6568, PAGE 972, REGISTERS OFFICE OF WILLIAMSON COUNTY (HEREAFTER R.O.W.C.); SAID ROD BEING LOCATED AT TENNESSEE STATE PLANE COORDINATES NORTH: 584,866.56 FEET AND EAST: 1,721,211.00, NAD 83(2011), U.S. SURVEY FEET;

THENCE, LEAVING THE MARGIN OF SAID ROAD, NORTH 78°51'44" WEST, 422.71 FEET TO A 5/8-INCH CAPPED IRON ROD SET AS A MEMORIAL FOR AN OBLITERATED WOODEN FENCE POST FOUND;

THENCE, NORTH 11°03'24" EAST, 146.80 FEET TO A 5/8-INCH IRON ROD FOUND ON THE SOUTH SIDE OF AN OLD ROCK WALL, LYING ON THE SOUTHERN BOUNDARY OF THE ARTESSA FRANKLIN SPE, LLC. PROPERTY, DEED BOOK 9082, PAGE 791, R.O.W.C.;

THENCE, ALONG THE SOUTH BOUNDARY OF SAME AND FOLLOWING THE SOUTH SIDE OF SAID ROCK WALL, SOUTH 82°30'33" EAST, 418.03 FEET TO A 1/2-INCH IRON ROD FOUND AT A TURN IN ROCK WALL;

THENCE, CONTINUING WITH THE SOUTH SIDE OF SAID ROCK WALL, NORTH 74°39'14" EAST, 166.12 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND "ANDERSON DELK", LYING ON THE WESTERN MARGIN OF THE AFOREMENTIONED JORDAN ROAD AND ON AN ARC OF A NON-TANGENT CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WITH A RADIUS OF 1,206.79 FEET AND A CENTRAL ANGLE OF 13°36'03";

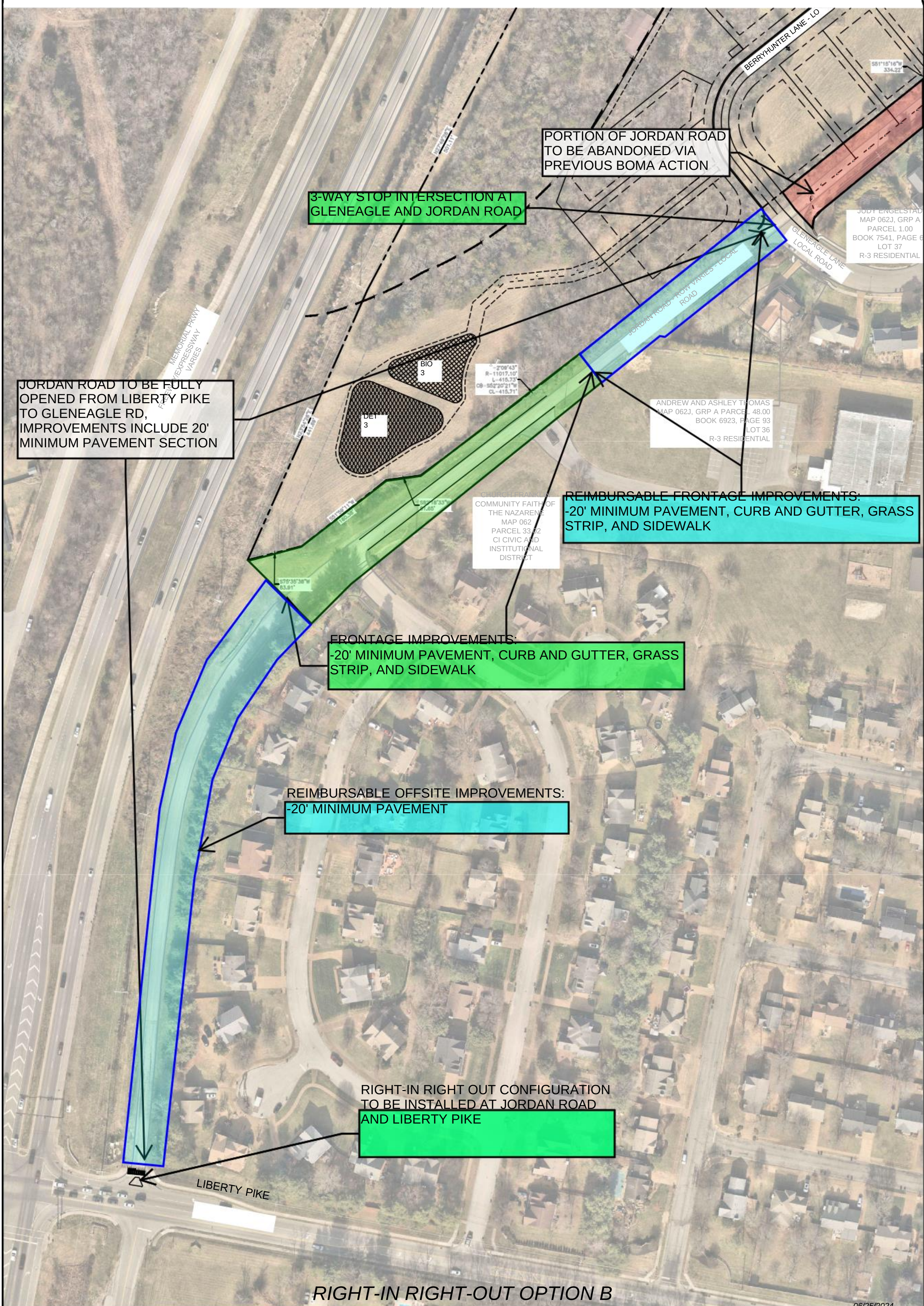
THENCE, ALONG SAID MARGIN OF SAID ROAD AND ALONG SAID CURVE A DISTANCE OF 286.47 FEET (CHORD: SOUTH 41°09'02" WEST, 285.80 FEET) TO THE **POINT OF BEGINNING**. CONTAINING 1.808 ACRES OR 78,757.13 SQUARE FEET, MORE OR LESS.

EXHIBIT B

Depiction of Improvements

[SEE ATTACHED]

K:\PRA\DEV\113869504 - Jordan Road\Right Out\Exhibit\Right Out at Liberty Pike and Jordan Road.dwg Option B Jan 25, 2024 1:45pm by Markie Nichols



RIGHT-IN RIGHT-OUT OPTION B



MEMORANDUM

To: City of Franklin
From: Gray Harrison, P.E.
Kimley-Horn and Associates, Inc.
Date: August 14, 2024
Subject: Preliminary Opinion of Probable Cost Jordan Rd South Improvements

Below is a preliminary budget estimate for the cost of a Right-In Right-Out configuration at the Liberty/Jordan Rd intersection. This also includes the difference between the Jordan Road closure/cul-de-sac improvement as currently approved, and the improvements to 340' of Jordan Road along the site frontage and 900' of Jordan Road from the end of the frontage to the Liberty Pike Intersection. These estimates are preliminary and have not been verified by a contractor for bidding. The estimates are based upon the preliminary layout.

Jordan Road South & Right-In Right Out Improvements

Design	\$25,000
Survey	\$5,000
Geotechnical Exploration	\$2,750
Mobilization	\$5,000
Earthwork/Rock Cut/Strip Topsoil	\$23,100
Storm Sewer/Structures	\$77,500
Dry Utility Relocations/Trenching (Comm. & Gas)	\$54,250
Curb & Gutter	\$9,100
Sidewalk	\$13,600
Asphalt/Mill & Overlay	\$57,800
Concrete Median (R-in R-Out)	\$15,000
Signage & Striping	\$3,000
Street Trees (50' OC, 1 side)	\$5,300
Traffic Control (Assumes 20 days)	\$37,000
Contingency – 25% of Hard cost	\$83,350
Grand Total Budget Estimate	<u>\$416,750</u>



City of Franklin

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

File #: 21-01392

DATE: January 14, 2025
TO: Board of Mayor and Aldermen
FROM: Kristine Brock, Asst. City Administrator/CFO
Margaret Wilson, Comptroller
Michael Walters Young, Chief Budget & Performance Officer

SUBJECT:

Consideration Of Resolution 2024-116, A Resolution Authorizing The City Of Franklin, Tennessee To Issue Its General Obligation Bonds In The Aggregate Principal Amount Of Not To Exceed \$48,000,000
Finance 1/9/25

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-116 authorizing the City to issue General Obligation Bonds in the aggregate principal amount not to exceed \$48,000,000.

BACKGROUND/STAFF COMMENTS:

From time to time, the City of Franklin issues fixed rate, long term General Obligation ("GO") Bonds to finance general city capital projects, such as road and park construction, acquisition of city facilities and acquisition of replacement fire apparatus. The debt is repaid from property taxes levied by the Board of Mayor and Aldermen. Both Moody's Investors Service and Standard & Poor's rating agencies have previously assigned the City of Franklin GO Bonds the highest possible rating of Aaa and AAA, respectively.

The most recent City of Franklin GO Bond issued for new capital projects closed on May 16, 2019, in the amount of \$29,585,000. As of June 30, 2024, the City has total GO Bonds outstanding in the amount of \$99,465,000 with final maturity of 3/1/2039. In FY 2025, the City is due to pay interest expense of \$4,305,602 and principal repayment of \$10,780,000. All City GO Bonds carry a fixed interest rate and debt service amounts due through FY 2039 are known.

FINANCIAL IMPACT:

The proposed Series 2025 Bonds will fund a project amount of \$47,494,874 in the categories listed below:

- Southeast Park Project (Construction)- \$30,000,000
- Major Road Resurfacing- \$9,165,289
- McEwen Phase IV Road Project- \$5,000,000
- Replacement of Fire Apparatus- \$3,329,585

Based on market conditions as of December 19, 2024, the estimated average annual debt service for the Series 2025 issuance is \$3,378,958 with final maturity of 3/1/2045. The debt service structure is best described as front-loaded, with principal associated with Major Road Resurfacing amortized over 10 years, Fire Apparatus Replacement as 15 years and Parks/Road Construction as 20 years. Estimated annual debt service from FY 2026-2035 is \$4.0 million, declining to \$2.9 million and finally to \$2.6 million in the last years before maturity.

Approval of Resolutions 2024-116 and 2024-117 are required for issuance of the Series 2025 GO Bonds for new capital projects. The Series 2025 will be sold by competitive sale to the underwriting firm with the lowest interest rate bid for the full issue. It is anticipated that the transaction will close late March 2025.

The first interest payment for the Series 2025 will be due 9/1/2025 with first principal payment on 3/1/2026. Funding for the FY 2026 debt service will be incorporated into the City Administrator's Proposed FY 2026 Budget to be presented on 5/8/2025.

RECOMMENDATION:

Staff recommends Resolution 2024-116 for approval by the Board of Mayor and Aldermen.

RESOLUTION 2024-116

INITIAL RESOLUTION AUTHORIZING THE CITY OF FRANKLIN, TENNESSEE TO ISSUE ITS GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$48,000,000

WHEREAS, the Board of Mayor and Aldermen (the “Board”) of the City of Franklin, Tennessee (the “Municipality”) desires to authorize not to exceed \$48,000,000 to finance the general improvement projects described below.

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

Section 1. BE IT RESOLVED by the Board that for the purpose of financing the (i) acquisition, construction, improvement, repair, renovation, maintenance and/or equipping of (a) parks and recreational facilities, (b) streets, roads and bridges, including but not limited to sidewalks, signage, signalization, related facilities, lighting and drainage improvements, and (c) public safety equipment and vehicles, including but not limited to fire apparatus; (ii) acquisition of all property real or personal, appurtenant thereto, or connected with the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the “Projects”); (iv) reimbursement to the appropriate fund of the Municipality for prior expenditures for the Projects; and (v) payment of costs incident to the issuance and sale of the indebtedness described herein, the Municipality shall borrow money and incur indebtedness through the issuance of general obligation bonds in the aggregate principal amount of not to exceed \$48,000,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable law and which shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

Section 2. BE IT FURTHER RESOLVED by the Board that the City Recorder of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of general obligation bonds in the amount not to exceed \$48,000,000 to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice, to-wit:

N O T I C E

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Recorder of the Municipality protesting the issuance of the general obligation bonds, such bonds will be issued as proposed.

City Recorder

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

City of Franklin, TN

Proposed General Obligation Bonds, Series 2025
January 28, 2025



City of Franklin Outstanding General Obligation (“GO”) Bonds

- ◆ Outstanding GO Principal as of 6/30/2024- \$99,465,000
- ◆ Most recent GO Bonds issued for new capital projects- Series 2019A for \$29,585,000 issued May 16, 2019
 - The City has repaid GO Bond principal of \$55.3 million since the last GO issuance (2019-2024).
- ◆ Final maturity is 2039.
- ◆ All debt has a fixed interest rate and debt service requirements through 2039 are known.
- ◆ GO Bond Ratings of Aaa from Moody’s Investor’s Service and AAA from Standard & Poors.



Proposed General Obligation Bonds, Series 2025 – City Projects

	Amount	Notes
Fire Apparatus	\$3,329,585	3 Apparatus + Est Equipment
Major Road Resurfacing	\$9,165,289	3 paving seasons- 2023-2025 (reimbursement amount TBD)
Southeast Park Project	\$30,000,000	First Traunch of Bond Proceeds for this project. Construction contract awarded to Reeves Young on 12/10/2024.
McEwen Phase IV Road Project	<u>\$5,000,000</u>	\$30 million of federal/state grants in this project. \$5 million of bond proceeds to be used for utility relocation and related costs early in the construction. Construction contract awarded to Vulcan on 12/10/2024.
Total	<u>\$47,494,874</u>	

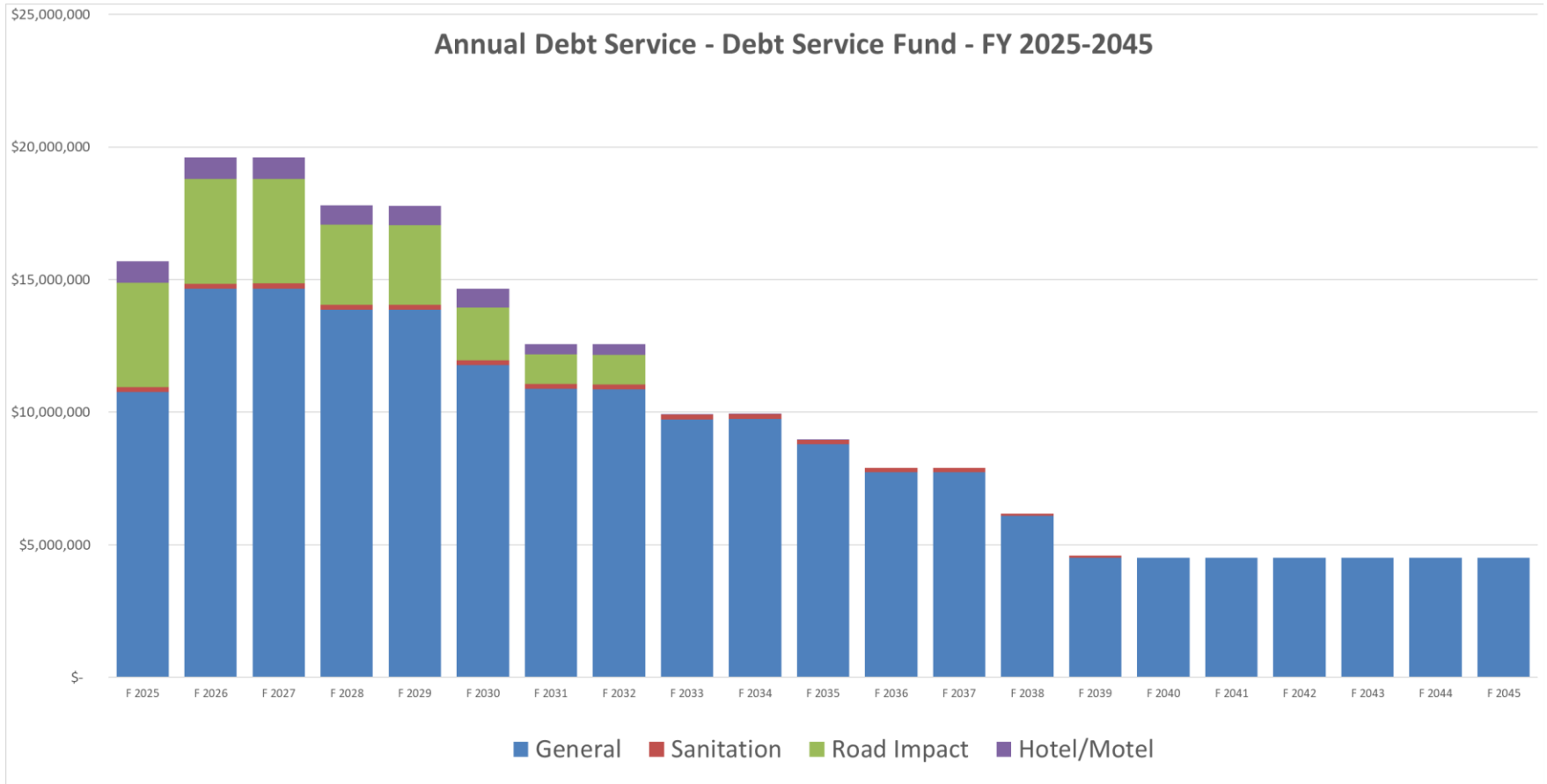


Security / Source of Repayment

- General Obligation Bonds are secured and payable from the following:
 - Full Faith and Credit Pledge
 - All Legally Available Revenues
 - Taxing Power
 - Should a governing body fail to appropriate annual interest and principal, the obligation remains due, and the bondholders have a legal right to such funds and may take legal action to obtain timely payment.



Estimated Debt Service Following Issuance of Series 2025 Bonds



Final maturity following issuance of the Series 2025 Bonds will be March 1, 2045.

Financing Timeline*

January 9, 2025	BOMA Budget & Finance Work Session with Bass Berry Sims and PFM
January 28, 2025	BOMA Work Session – Initial and Authorizing Resolutions
February 11, 2025	BOMA Meeting – Consideration of Initial (2024-116) and Authorizing (2024-117) Resolutions
March 4, 2025	Receive Bond Ratings; Distribute Offering Documents
On or About March 11, 2025	Competitive Bond Sale
On or About March 26, 2025	Closing/Funds Received



File #: 21-01393

DATE: January 14, 2025
TO: Board of Mayor and Aldermen
FROM: Kristine Brock, Asst. City Administrator/CFO
Margaret Wilson, Comptroller
Michael Walters Young, Chief Budget & Performance Officer

SUBJECT:

Consideration Of Resolution 2024-117, A Resolution Authorizing The Issuance Of Not To Exceed \$48,000,000 In Aggregate Principal Amount Of General Obligation Bonds Of The City Of Franklin, Tennessee; Making Provision For The Issuance, Sale And Payment Of Said Bonds; Establishing The Terms Thereof And The Disposition Of Proceeds Therefrom; And Providing For The Levy Of Taxes For The Payment Of Principal Of, Premium, If Any, And Interest On The Bonds
Finance 1/9/25

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-117 authorizing the issuance of not to exceed \$48,000,000 aggregate principal amount Of General Obligation Bonds of the City of Franklin, Tennessee; Making provision for the issuance, sale and payment of said bonds; Establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds.

BACKGROUND/STAFF COMMENTS:

From time to time, the City of Franklin issues fixed rate, long term General Obligation ("GO") Bonds to finance general city capital projects, such as road and park construction, acquisition of city facilities and acquisition of replacement fire apparatus. The debt is repaid from property taxes levied by the Board of Mayor and Aldermen. Both Moody's Investors Service and Standard & Poor's rating agencies have previously assigned the City of Franklin GO Bonds the highest possible rating of Aaa and AAA, respectively.

The most recent City of Franklin GO Bond issued for new capital projects closed on May 16, 2019, in the amount of \$29,585,000. As of June 30, 2024, the City has total GO Bonds outstanding in the amount of \$99,465,000 with final maturity of 3/1/2039. In FY 2025, the City is due to pay interest expense of \$4,305,602 and principal repayment of \$10,780,000. All City GO Bonds carry a fixed interest rate and debt service amounts due through FY 2039 are known.

FINANCIAL IMPACT:

The proposed Series 2025 Bonds will fund a project amount of \$47,494,874 in the categories listed below:

- Southeast Park Project (Construction)- \$30,000,000

- Major Road Resurfacing- \$9,165,289
- McEwen Phase IV Road Project- \$5,000,000
- Replacement of Fire Apparatus- \$3,329,585

Based on market conditions as of December 19, 2024, the estimated average annual debt service for the Series 2025 issuance is \$3,378,958 with final maturity of 3/1/2045. The debt service structure is best described as front-loaded, with principal associated with Major Road Resurfacing amortized over 10 years, Fire Apparatus Replacement as 15 years and Parks/Road Construction as 20 years. Estimated annual debt service from FY 2026-2035 is \$4.0 million, declining to \$2.9 million and finally to \$2.6 million in the last years before maturity.

Approval of Resolutions 2024-116 and 2024-117 are required for issuance of the Series 2025 GO Bonds for new capital projects. The Series 2025 will be sold by competitive sale to the underwriting firm with the lowest interest rate bid for the full issue. It is anticipated that the transaction will close late March 2025.

The first interest payment for the Series 2025 will be due 9/1/2025 with first principal payment on 3/1/2026. Funding for the FY 2026 debt service will be incorporated into the City Administrator's Proposed FY 2026 Budget to be presented on 5/8/2025.

RECOMMENDATION:

Staff recommends Resolution 2024-117 for approval by the Board of Mayor and Aldermen.

RESOLUTION 2024-117

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$48,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF FRANKLIN, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said municipalities to finance public works projects of said municipalities; and

WHEREAS, the Board of Mayor and Aldermen (the "Governing Body") of the City of Franklin, Tennessee (the "Municipality") hereby determines that it is necessary and desirable to issue general obligation bonds of the Municipality to provide the funds necessary to finance the (i) acquisition, construction, improvement, repair, renovation, maintenance and/or equipping of (a) parks and recreational facilities, (b) streets, roads and bridges, including but not limited to sidewalks, signage, signalization, related facilities, lighting and drainage improvements, and (c) public safety equipment and vehicles, including but not limited to fire apparatus; (ii) acquisition of all property real or personal, appurtenant thereto, or connected with the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the Municipality for prior expenditures for the Projects; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, on the date hereof, the Governing Body has adopted an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$48,000,000 in aggregate principal amount of general obligation bonds for the purposes hereinabove described; and

WHEREAS, it is the intention of the Governing Body to adopt this resolution for the purpose of authorizing not to exceed \$48,000,000 in aggregate principal amount of general obligation bonds of the Municipality, in one or more series, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Assistant City Administrator/Chief Financial Officer" means the duly acting Assistant City Administrator/Chief Financial Officer of the Municipality or, in the event that the Assistant City Administrator/Chief Financial Officer is incapable of acting, her duly authorized designee;

(b) "Bonds" shall mean not to exceed \$48,000,000 in aggregate principal amount of General Obligation Bonds of the Municipality, to be dated their date of delivery, with such series designation and such other dated date as the Mayor shall determine pursuant to Section 8 hereof;

(c) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(d) "City Recorder" means the duly acting City Recorder of the Municipality or, in the event that the City Recorder is incapable of acting, her duly authorized designee;

(e) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(f) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(g) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(h) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(i) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(j) "Mayor" means the duly acting Mayor of the Municipality or, in the event that the Mayor is incapable of acting, his duly authorized designee;

(k) "Municipal Advisor" means PFM Financial Advisors LLC;

(l) "Municipality" means the City of Franklin, Tennessee;

(m) "Governing Body" means the Board of Mayor and Aldermen of the Municipality;

(n) "Projects" shall have the meaning ascribed to it in the above preamble; and

(o) "Registration Agent" means the registration and paying agent for the Bonds, appointed by the Mayor pursuant to Section 4 hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy.

(b) Preliminary estimates of approximate debt service and costs of issuance of the Bonds have been made available to the Governing Body and are attached hereto as Exhibit A. Actual debt service amounts and costs of issuance depend upon market conditions at the time of sale of the Bonds.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the cost of the Projects, (ii) reimburse the appropriate fund of the Municipality for prior expenditures for the foregoing costs, if applicable; and (iii) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued general obligation bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$48,000,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "General Obligation Bonds" and shall be dated their date of issuance and have such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest at a rate or rates not to exceed the maximum interest rate permitted by applicable law, payable semi-annually on March 1 and September 1 in each year, commencing September 1, 2025. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on March 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2026 through 2045.

(b) Subject to adjustments permitted in Section 8 hereof, Bonds maturing on or before March 1, 2035 shall mature without option of prior redemption and Bonds maturing March 1, 2036 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on March 1, 2035 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth in Exhibit A, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts and dates may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation

Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. An optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds, and the Registration Agent, so appointed, is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect

to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be

transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and with the official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon and attested by the manual or facsimile signature of the City Recorder.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the

Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the Municipality shall discontinue the Book-Entry System with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book-entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the

Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment and Pledge. The Bonds shall be secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
CITY OF FRANKLIN
GENERAL OBLIGATION BOND, SERIES 2025

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Franklin, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth [(or upon earlier redemption as set forth herein)], and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [September 1, 2025], and semi-annually thereafter on the first day of March and September in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the designated corporate trust office of _____, _____, _____, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any

such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody, or a custodian of DTC. The Registrar is a custodian and agent for DTC and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of [, premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal[, and] interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one maturing on or before March 1, 20__, shall mature without option of prior redemption and Bonds maturing March 1, 20__ and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on March 1, 20__ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen. If less than all the principal amount of the Bonds of a

maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Bonds</u> <u>Redeemed</u>
---------------------------------	----------------------------------	---

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

[Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. An optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date (“Conditional Redemption”). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.] In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.]

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated corporate trust office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality for the purpose of providing funds necessary to finance the (i) acquisition, construction, improvement, repair, renovation, maintenance and/or equipping of (a) parks and recreational facilities, (b) streets, roads and bridges, including but not limited to sidewalks, signage, signalization, related facilities, lighting and drainage improvements, and (c) public safety equipment and vehicles, including but not limited to fire apparatus; (ii) acquisition of all property real or personal, appurtenant thereto, or connected with the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the “Projects”); (iv) reimbursement to the appropriate fund of the Municipality for prior expenditures for the Projects; and (v) payment of costs incident to the issuance and sale of the Bonds of which this Bond is one, pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law, and pursuant to a resolution duly adopted

by the Board of Mayor and Aldermen of the Municipality on the 11th day of February, 2025 (the "Resolution").

This Bond is secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of, [premium, if any,] and interest on this Bond, the full faith and credit of the Municipality are irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor with his [manual or] [facsimile] signature and attested by its City Recorder with her [manual or] [facsimile] signature under an [impression or] facsimile of the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF FRANKLIN, TENNESSEE

BY: [Form of Bond – Do not sign]
Mayor

(SEAL)

ATTESTED:

[Form of Bond – Do not sign]
City Recorder

Transferable and payable at the
designated corporate trust office of:

_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Representative

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Social Security or Federal Tax Identification Number _____) the within Bond of the City of Franklin, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

[End of Bond Form]

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal of, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided

may be reduced to the extent of any appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered at competitive public sale in the manner required by applicable law at prices not less than those required by applicable law. The Bonds may be sold in whole or in part, in one or more series, from time to time, all as shall be determined by the Mayor in consultation with the Municipal Advisor. The Bonds shall be sold at public sale by physical, facsimile or electronic delivery of bids and/or by electronic bidding by means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor. The Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on none of the Bonds exceeds the maximum interest rate or rates permitted by applicable law. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(b) The Mayor is further authorized, with respect to each series of Bonds, to:

(1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;

(2) designate the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the Municipality, cause to be sold less than the principal amount authorized herein;

(4) change the first interest payment date on the Bonds or any series thereof to a date other than September 1, 2025, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(5) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof (including, but not limited to establishing the date and year of the first principal payment date), provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the term of any Bonds shall not exceed the reasonably expected economic life of the Projects financed thereby;

(6) adjust or remove the Municipality's optional redemption provisions of the Bonds including but not limited to making the Bonds non-callable or making the Bonds callable on other dates and at other redemption prices, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(8) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance (a) is determined to be advantageous to the Municipality and such premium to be paid by the Municipality or (b) is requested and paid for by the winning bidder of the Bonds, or any series thereof, and to enter into

an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(c) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(e) If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(f) The Mayor and City Recorder are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder, and such officers, along with any other officer of the Municipality as determined by the Mayor, are further authorized to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to (i) enter into a contract with the Municipal Advisor for municipal advisory services in connection with the sale of the Bonds and (ii) accept the engagement letter from Bass, Berry & Sims PLC, attached hereto as Exhibit B, regarding representation of the Municipality as bond counsel in connection with the Bonds.

(g) No Bonds shall be issued to finance the Projects until publication of the Initial Resolution in a newspaper of general circulation in the Municipality and the passage of twenty (20) days from the date of publication thereof, and in no event shall such Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) Accrued interest, if any, shall be deposited to the appropriate fund of the Municipality to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

(b) The remainder of the proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the 2025 Construction Fund (the "Construction Fund"), or such other

designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the Municipality, or shall be deposited in such other manner as permitted by applicable law. The funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects (including reimbursing the Municipality for the prior payment thereof), including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Projects, and the costs of issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the Assistant City Administrator/Chief Financial Officer in such investments as shall be permitted by applicable law. Earnings from such investments shall be, to the extent permitted by applicable law, at the discretion of the Mayor (i) deposited to the Construction Fund to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds; (ii) deposited to the Construction Fund to the extent needed for the Projects or (iii) transferred to the Municipality's debt service fund to the extent permitted by applicable law. To the extent permitted by applicable law and subject to consultation with Bond Counsel, any funds remaining in the Construction Fund after completion of the Projects, including earnings from such investments, shall be deposited to the Municipality's debt service fund, subject to any modifications by the Governing Body.

(c) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond and note proceeds, accrued interest, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement. The Mayor, the City Recorder and the Assistant City Administrator/Chief Financial Officer, or any of them, working with the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, the City Recorder and the Assistant City Administrator/Chief Financial Officer, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, the City Recorder and the Assistant City Administrator/Chief Financial Officer, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The Mayor, the City Recorder and the Assistant City Administrator/Chief Financial Officer, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

If the winning bidder or its purchaser or assignee does not intend to reoffer the Bonds to the public as evidenced by a certificate executed by the winning bidder and/or its purchaser or assignee, then an Official Statement is authorized, but not required, as shall be determined by the Mayor in consultation with the Municipal Advisor and Bond Counsel.

Section 11. Tax Matters.

(a) The Bonds are expected to be issued as federally tax-exempt bonds. In such event and to that end, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". Also, to that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents and to adopt and follow all such regulations, policies and procedures that may be required or advisable, as determined in consultation with Bond Counsel, when complying with the provisions of this Section related to the issuance of the Bonds.

Section 12. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Projects within the meaning of Sections 9-21-101 et seq., Tennessee Code Annotated, equals or exceeds the term of those Bonds financing such Projects. In no event shall the term of the Bonds exceed the reasonably expected economic life of the Projects financed with such Bonds.

Section 14. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and certain event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto, if any. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution that would adversely affect the security of the Bonds or the rights of the Bondholders shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. 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.

[signature page follows]

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

ESTIMATED AMORTIZATION SCHEDULE AND COSTS OF ISSUANCE

<i>Period Ending</i>	<i>Principal</i>	<i>Interest</i>	<i>Debt Service</i>
06/30/2026	1,940,000	2,050,013.89	3,990,013.89
06/30/2027	1,890,000	2,106,000.00	3,996,000.00
06/30/2028	1,980,000	2,011,500.00	3,991,500.00
06/30/2029	2,080,000	1,912,500.00	3,992,500.00
06/30/2030	2,185,000	1,808,500.00	3,993,500.00
06/30/2031	2,295,000	1,699,250.00	3,994,250.00
06/30/2032	2,410,000	1,584,500.00	3,994,500.00
06/30/2033	2,530,000	1,464,000.00	3,994,000.00
06/30/2034	2,655,000	1,337,500.00	3,992,500.00
06/30/2035	2,790,000	1,204,750.00	3,994,750.00
06/30/2036	1,825,000	1,065,250.00	2,890,250.00
06/30/2037	1,915,000	974,000.00	2,889,000.00
06/30/2038	2,010,000	878,250.00	2,888,250.00
06/30/2039	2,110,000	777,750.00	2,887,750.00
06/30/2040	2,220,000	672,250.00	2,892,250.00
06/30/2041	2,030,000	561,250.00	2,591,250.00
06/30/2042	2,135,000	459,750.00	2,594,750.00
06/30/2043	2,240,000	353,000.00	2,593,000.00
06/30/2044	2,350,000	241,000.00	2,591,000.00
06/30/2045	2,470,000	123,500.00	2,593,500.00
	44,060,000	23,284,513.89	67,344,513.89

<i>Cost of Issuance</i>	<i>\$/1000</i>	<i>Amount</i>
Bass, Berry & Sims PLC	1.52744	65,000.00
Est. Bond Counsel Expenses	0.04700	2,000.00
PFM Financial Advisors LLC	1.87992	80,000.00
Moody's Investors Service	0.88121	37,500.00
S&P Global	0.86946	37,000.00
US Bank (Confirm w/City and Fees)	0.03525	1,500.00
Ipreo	0.02937	1,250.00
DAC	0.02350	1,000.00
Miscellaneous	0.11750	5,000.00
	5.41065	230,250.00

Interest costs and issuance costs for the Bonds are estimated and preliminary and depend upon market conditions at the time of sale.

EXHIBIT B

ENGAGEMENT LETTER OF BOND COUNSEL

February 11, 2025

City of Franklin, Tennessee
109 3rd Avenue South
Franklin, TN 37064
Attention: Mayor Ken Moore

Re: Issuance of Not to Exceed \$48,000,000 in Aggregate Principal Amount of General Obligation Bonds.

Dear Mayor Moore:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Franklin, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance projects identified in the detailed bond resolution (the "Resolution") authorizing the Bonds, adopted on February 11, 2025, and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “Closing”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other debt of the Issuer, or after

Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon acceptance of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Acceptance of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$65,000.00 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if

material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closing(s) and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by applicable law, any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson Municipality, Tennessee.

CONCLUSION

If the foregoing terms are not acceptable to you, please so indicate in a writing signed by an authorized officer. Otherwise, we look forward to working with you.

City of Franklin, TN

Proposed General Obligation Bonds, Series 2025
January 28, 2025



City of Franklin Outstanding General Obligation (“GO”) Bonds

- ◆ Outstanding GO Principal as of 6/30/2024- \$99,465,000
- ◆ Most recent GO Bonds issued for new capital projects- Series 2019A for \$29,585,000 issued May 16, 2019
 - The City has repaid GO Bond principal of \$55.3 million since the last GO issuance (2019-2024).
- ◆ Final maturity is 2039.
- ◆ All debt has a fixed interest rate and debt service requirements through 2039 are known.
- ◆ GO Bond Ratings of Aaa from Moody’s Investor’s Service and AAA from Standard & Poors.



Proposed General Obligation Bonds, Series 2025 – City Projects

	Amount	Notes
Fire Apparatus	\$3,329,585	3 Apparatus + Est Equipment
Major Road Resurfacing	\$9,165,289	3 paving seasons- 2023-2025 (reimbursement amount TBD)
Southeast Park Project	\$30,000,000	First Traunch of Bond Proceeds for this project. Construction contract awarded to Reeves Young on 12/10/2024.
McEwen Phase IV Road Project	<u>\$5,000,000</u>	\$30 million of federal/state grants in this project. \$5 million of bond proceeds to be used for utility relocation and related costs early in the construction. Construction contract awarded to Vulcan on 12/10/2024.
Total	<u>\$47,494,874</u>	

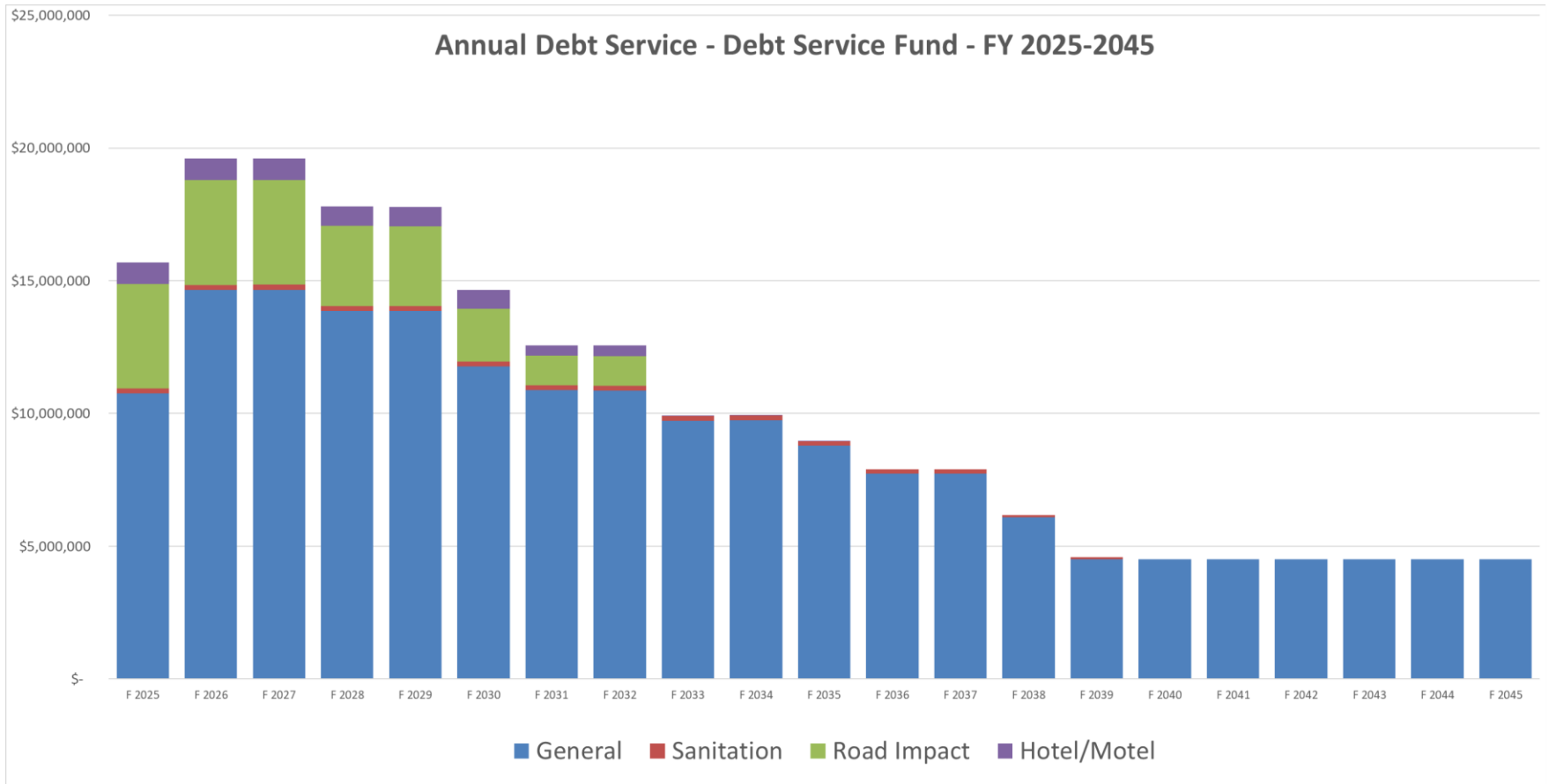


Security / Source of Repayment

- General Obligation Bonds are secured and payable from the following:
 - Full Faith and Credit Pledge
 - All Legally Available Revenues
 - Taxing Power
 - Should a governing body fail to appropriate annual interest and principal, the obligation remains due, and the bondholders have a legal right to such funds and may take legal action to obtain timely payment.



Estimated Debt Service Following Issuance of Series 2025 Bonds



Final maturity following issuance of the Series 2025 Bonds will be March 1, 2045.

Financing Timeline*

January 9, 2025	BOMA Budget & Finance Work Session with Bass Berry Sims and PFM
January 28, 2025	BOMA Work Session – Initial and Authorizing Resolutions
February 11, 2025	BOMA Meeting – Consideration of Initial (2024-116) and Authorizing (2024-117) Resolutions
March 4, 2025	Receive Bond Ratings; Distribute Offering Documents
On or About March 11, 2025	Competitive Bond Sale
On or About March 26, 2025	Closing/Funds Received



File #: 21-067

DATE: January 14, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Chief Communications Officer
Lisa Clayton, Director of Parks
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Event Permit For Franklin Pride Festival Sponsored By Franklin Pride TN At The Park At Harlinsdale Farm On June 7, 2025

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Franklin Pride Festival at the Park at Harlinsdale Farm on June 7, 2025.

BACKGROUND/STAFF COMMENTS:

Franklin Pride TN has requested an event permit for their annual Pride Festival at the Park at Harlinsdale Farm on June 7, 2025. This is the fifth year for the event. Expected attendance is 10,000. The festival includes live music, food trucks, arts and crafts vendors, and non-profit booths, as well as a youth activity area. The applicant will rent the entire Park (including the Dog Park) for their event.

FINANCIAL IMPACT:

The applicant covers the cost of staff, facility usage, and any damage that occurs during the event (including set-up and tear-down).

RECOMMENDATION:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. prior to event.
- Applicant will provide a \$1,000 damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to surrounding neighborhoods.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured and with coverage and limits approved by the City's Risk Manager.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers.

Sanitation and Environmental Services Department:

- The Sanitation and Environmental Services department will provide dumpsters at a cost of \$110 each.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors.
- After stage setup is complete, the stage manager/crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

Parks Department:

- All coordination regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.
- Any major changes to the event after approval, must be reviewed by the Special Events Advisory Team and the Department.



City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Festival/Fair

- Name/purpose of event:** Franklin Pride Festival
- Location Requested:** *(if Temporary Street Closure, list major roads to be closed):*
Location: The Park at Harlinsdale Farm, 239 Franklin Rd.
Street Closures: None
- Date or dates of event:** 06/07/2025
- Start/End Times of Event:**
Start: Noon
End: 6 p.m.

What date/time will set-up begin? 6/5/2025 7:00 AM

What date/time will tear-down be complete? 6/9/2025 5:00 PM

**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*

- Time of Street Closure** *(if applicable):*
N/A
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 10,000 Event Staff/Volunteers: 150 Total: 10,150

7. **Name of applicant and Organization Requesting Permit** (at least one applicant must be a resident of the City of Franklin; or the organization must be located in the City limits of Franklin): **Applicant / Organization Requesting Permit**

Robert McNamara
Franklin Pride TN
P.O. Box 832
Franklin, TN 37065

P:615-414-5531

franklinpridetn@yahoo.com

Person in charge on day of event: Clayton Klutts

Cell: 6158305492

E-mail address: cklutts@franklinpridetn.org

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

Name: Robert McNamara

Cell: 6154145531

E-mail address: rmcnamara@franklinpridetn.org

Name: Lea Ann Fracasso

Cell: 3128101593

E-mail address: lfracasso@franklinpridetn.org

8. **DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) :

Franklin Pride is a free one-day festival, (appropriate for all ages) with food trucks, two stages of live music/ entertainment, a picnic area, vendor booths, nonprofit booths, a youth activity area, a teen activity area, and a beer tent (21 and up). There will not be a drag show this year. Once again we will rent the entire park on June 7, 2025.

9. **ENCLOSE A DETAILED PDF MAP** of the event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such an event will occur. **For large-scale events, a map or maps should be obtained from the City's GIS division.**
If also submitting a CAD file, please ensure that it is in DWG file format, and projected in TN State Plane NAD83

Please detail any restricted parking areas on the event map.

Event Map: [2024Map.jpg](#)

10.

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

Administrative Contact List: [Pride Board Contact List.docx](#)

11. **Where is your organization based?** Williamson County
12. **Is your organization authorized to do business in Tennessee?** Yes
13. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
IRS tax exemption letter: [Blank Tax Exemption.pdf](#)
14. **Will you charge an admission fee?** No
Average admission fee:
15. **Will you charge a vendor participation fee?** Yes
Average vendor participation fee? 75
16. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
17. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes
18. **Is this event a fundraiser?** No
What organization will be the benefactor of event?
What percentage of funds will they receive?
19. **Will parking in the area of the event need to be restricted or prohibited?** Yes

20. **Will any sound amplification equipment be used during the event?** Yes

21. **Applicant must also include a copy of the insurance certificate indicating coverage and listing the City of Franklin as an additional insured**

***For stages, tents, etc. constructed on site prior to the event, that date must be included on the Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from the site at end of the event. ***Rented inflatables/interactives that are set up and manned by the applicant must be included specifically in the applicant's Certificate of Insurance.

If you already have your insurance certificate, please upload it now in pdf format. Otherwise, your insurance certificate will need to be submitted before your event is approved.

Insurance Certificate:

22. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**

Arts/Crafts

Non Profits

Religious Organizations

Merchandise Tents

Corporate Business Marketing

Vendor applications are currently open and a full list will be provided prior to the event.

23. **Will food, beverages, or merchandise be sold or given away?** Yes

Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.

Clean Up Plan and Provider: [Franklin Pride Cleanup.docx](#)

24. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

25. **Will you require a temporary water tap?** No

If yes, please list exact locations:

26. **Will alcohol, beer, and/or wine be given away or sold?** Yes

If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

27. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes

Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require a special inspection from the Franklin Fire Department. All tents must meet the requirements of Chapter 31 of the International Fire Code. Tents 20-ft by 20-ft or larger must have an approved label or documentation showing the tent fabric meets all flammability requirements. Tents larger than 400-SF must be inspected and approved by the fire department before the event opens. All cooking operations must be inspected and approved by the fire department before the event opens. Cooking operations will be periodically inspected throughout the event. Tents should be taken down on the date the event has ended. ***Please read the Additional Requirements section of this application for more information.***

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

Good Neighbor Letter: [Good Neighbor Mailing List.docx](#)

Good Neighbor Letter Mailing List: [Good Neighbor Mailing List.docx](#)



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all State and Federal Laws.
- 2) I/We agree to abide by all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 3) I/We do swear or affirm that all of the information given in this application is true and complete.
- 4) I/We do swear or affirm that the organization is located in the city limits of Franklin and/or one of the applicants is a resident of the City of Franklin, Tennessee.
- 5) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 6) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 7) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 8) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 9) I/We understand and acknowledge that all vendors, acts, performers, organizers, and patrons must not violate any laws pertaining to adult entertainment as defined by Tennessee State law.
- 10) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 11) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 12) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 13) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: Clayton Klutts President Date: 9/30/2024
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator



LEGEND

1

Food Court

2

Beer Tent

3

Welcome Tent

4

Williams Country Animal Center

5

Shade Tent

6

Nissan Stage

7

Nashville Cares

9

Family & Fun Zone

10

Wilco Iris

Bathrooms

Security

Entry Gates

FRANKLIN RD

Franklin Pride Festival



Incident Command
at Hayes House.

North Parking

No Traffic

Food Court

South Parking Access

South Parking
Vendor Parking
ADA Parking

- Police Tower
- Restrooms
- Stages
- Welcome & Admin
- Vendor Groups
- Food and Beverage
- Shade Tent
- Security

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2024. All Rights Reserved.

Event Name: Franklin Pride Festival

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

Signature: _____



Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Robert McNamara - Franklin Pride TN

Event Name: Franklin Pride Festival

Event Date(s): 06/07/2025

1. **Time amplification equipment will be used:** From: 12:00 PM To: 6:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:
Stage Set Up
Park at Harlinsdale Farm

Sound Amplification Map: [2024Map.jpg](#)

3. **For what purpose will sound amplification be used? Please list all that apply:**
 - Announcements/Speeches
 - Band/Singers
 - DJ
 - Sound System
4. **Type of Amplifier:**
 - Fixed
 - PA System
5.

Number of Amplifiers: 2	Number of Speakers: 2	Number of Performers: 10
--------------------------------	------------------------------	---------------------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: Austin Ailes	Cell: 6153100106	E-Mail: ailesaustin@gmail.com
Name: Clayton Klutts	Cell: 6158305492	E-Mail: cklutts@franklinpridetn.org

Authorized Signature: Robert McNamara

Date: 09/30/2024

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

Franklin Pride TN – Cleanup

Cleanup will be performed by volunteers and City of Franklin Sanitation Department.



STATE OF TENNESSEE DEPARTMENT OF REVENUE

FRANKLIN PRIDE TN
1488 COLEMAN RD
FRANKLIN TN 37064-7452

Effective Date: July 1, 2023
Expiration Date: June 30, 2027
Account No: 1002086671-SLC
Exemption No: 1533827328
Facility Address:
FRANKLIN PRIDE TN
1488 COLEMAN RD
FRANKLIN TN 37064-7452

Exempt Organizations or Institutions Sales and Use Tax Certificate of Exemption

This organization or institution qualifies for the authority to make sales and use tax exempt purchases of goods and services that it will use, consume or give away.

This authorization for exemption is limited to sales made directly to the referenced organization. This exemption certificate may not be used for sales made to individuals paying with personal checks or personal debit or credit cards, even if the individual is a representative or employee of the organization, and he or she will be reimbursed for the purchase. Sellers must refuse to accept the certificate when the sale is made to someone other than the organization.

This exemption certificate may not be used to make purchases without the payment of sales and use tax for other locations and may not be transferred to or used by any other person.

Ensure this lower portion is properly completed and signed before presenting to a vendor.

Seller's Name

Seller's Address (City & State)

I, _____, as an authorized representative of the taxpayer named above, affirm that the purchases qualify for the exemption and will be used at the location of the facility address referenced above. Under penalty of perjury, I affirm this to be a true and correct statement.

Print Name of Authorized Representative

Signature of Authorized Representative

Date

The supplier must maintain a copy of this document as evidence of the sales tax exemption.

Open Issues: 8

FIRE-Special Event

General Issues

2. Tents

kristie.thompson@franklin.tn.gov

Tents must meet the following requirements.

1. A site diagram showing where the tent will be on site and clearly showing fire department access routes is required. The site diagram shall also show the location of all generators and heating and cooking equipment.
2. Provide floor plan of the tent showing the layout of all furniture and fixtures and all exits.
3. Tents are located no closer than 20-feet to a building or other tent (zoning requirement; exceptions apply)
4. Tents must be properly anchored. Tents 20-feet by 20-feet and larger must be anchored in accordance with manufacturer's instructions. Staking is preferred. If staking is not possible, concrete blocks are required. Water barrels are not permitted. As a general rule-of-thumb, tents must have 5-pound to 10-pounds of anchoring per SF of tent. One 36-inch stake, properly installed, provides 800-pounds anchoring.
5. Tents 20-feet by 20-feet and larger must have at least one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
6. Tents 20-feet by 20-feet and larger must have a label or certificate showing that the tent fabric meets flammability standards.
7. Tents with sides are treated as buildings and must meet all the fire and life safety code requirements for buildings including exit signs, emergency lights, and adequate means of egress.
8. Pop-up vendor tents (nominal 10-feet x 10-feet) must have a minimum of 40-pounds of ballast on each pole.
9. Pop-up tents using open flames, such as, candles, portable heaters, torches, must have one ABC fire extinguisher that is fully charged.
10. Where tents will be in use for more than three days, event sponsors must submit plans to the fire department for review and approval. Plans must contain the following:
 - a. Manufacturer's staking diagram
 - b. Manufacturer's wind restrictions

3. Vendor Tent Video

kristie.thompson@franklintn.gov

The fire department has a short video explaining fire department requirements for vendors using pop-up tents. Note: This video applies only to small pop-up style tents. This video does not cover larger tents.

Please include this link to the video in your vendor information packet.

<https://www.youtube.com/watch?v=3NwA3Uo3Jng&list=PLDC8BB691331C242B&index=2>

4. Food Trucks

kristie.thompson@franklintn.gov

Food trucks must meet the following requirements:

1. Food trucks are spaced 10-feet apart
2. Food trucks with cooking operations require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
3. Food trucks with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
4. Food trucks using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
5. Food trucks using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.
6. Only listed safety cans are used to dispense gasoline or other flammable liquids.
7. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service
8. Food trucks with cooking operations that produce grease-laden vapors must have a Type 1 hood with a fire suppression system. The suppression system must have a current inspection tag issued by a licensed fire equipment distributor.
9. Food trucks using propane must have an approved propane gas detector.

Not enforced at this time

5. Mobile Food Vendor / Food Truck Video

kristie.thompson@franklintn.gov

The fire department has a short video describing fire department requirements for mobile food vendors and food truck vendors. Please include this link in your vendor information packet.

<https://www.youtube.com/watch?v=-Wqp0xp-X9k&list=PLDC8BB691331C242B&index=1>

6. Mobile Food Vendors

kristie.thompson@franklin.tn.gov

Mobile food vendors must meet the following requirements:

1. Mobile food vendors with cooking operations require a minimum 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
2. Mobile food vendors with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
3. Mobile food vendors using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
4. Mobile food vendors using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.
5. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service.
6. Mobile food trucks must be spaced a minimum of 10-feet apart.

7. Power Cords / Trip Hazards

kristie.thompson@franklin.tn.gov

Locate power cords out of walking paths whenever possible. Cords crossing or located in walking paths must be covered by an approved ramp. When located in the curb gutter, power cord plugs must be located away from places where water may accumulate. Check all power cords before using them. Damaged power cords are not permitted.

Water hoses must also be covered when located in walking paths.

8. Stages

kristie.thompson@franklin.tn.gov

Stages and sound booths require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.

After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

Sanitation and Environmental Services

General Issues

1. Solid Waste Service

bobby.sullivan@franklinn.gov

SES can provide dumpsters and rollouts for this event as in years past. Dumpster rental fee is \$110.00 per each 8 cubic yard dumpster per service and \$9.16 per each rollout container. Fees are all inclusive of delivery, pickup, and disposal. Containers will be delivered at least one day prior to event and picked up after the event has concluded. No services can be provided during the event if containers are filled. Containers can be scheduled for delivery by contacting our office at 615-794-1516. Invoicing can be completed upon request of services. Thank you for the opportunity to be of service.

Wayne Sullivan, SES Operations Manager

Staff Conditions:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide a detailed map/layout to the City detailing the location of tents, vendors, etc. prior to the event.
- Applicant will provide a \$1,000 damage deposit to the City prior to the event.
- Applicant will provide a Good Neighbor letter which will be distributed to surrounding neighborhoods.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured and with coverage and limits approved by the City's Risk Manager.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers

Sanitation and Environmental Services Department:

- The Sanitation and Environmental Services department will provide dumpsters at a cost of \$110 each.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors.
- After stage setup is complete, the stage manager/crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

Parks Department:

- All coordination regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.
- Any major changes to the event after approval, must be reviewed by the Special Events Advisory Team and the Department.



File #: 21-071

DATE: January 15, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Alderman Beverly Burger
Bill Squires, Asst. City Attorney

SUBJECT:

Consideration Of Ordinance 2025-01, An Ordinance To Adopt Rules And Regulations Regarding The Treatment Of Unsafe And/Or Unsanitary Structures

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2025-01, an Ordinance To Adopt Rules And Regulations Regarding The Treatment Of Unsafe And/Or Unsanitary Structures.

BACKGROUND/STAFF COMMENTS:

The City performs inspection of buildings and facilities through various departments, including, for instance, Building and Neighborhood Services for adherence to code and safety requirements, and the Fire Department for fire hazard and life/safety requirements. Occasionally, though not very often, a building will become so dilapidated or be in such disrepair that it is no longer safe for human occupation or use. State law, specifically TCA § 13-21-103, provides municipalities certain tools with which to address the handling of such structures. The state statute, however, requires a municipality wishing to use such tools to adopt an ordinance first. The statute requires certain specific terms be included in the ordinance and they are included in the ordinance presented here.

This ordinance creates an internal process the City can start without having to first go to court or obtain outside assistance. It empowers the Building Official to receive requests to inspect a dilapidated building from other City departments, to inspect on their own accord, and to receive a request to inspect from a collection of five or more local residents acting jointly. Upon inspection, the Building Official may issue certain orders to vacate a structure, repair it, or demolish it depending on the cost of repair compared to the value of the structure. The property owner is also afforded certain appeal rights, including the right to appeal the Building Official's order to the Building and Street Standards Board of Appeals and an appeal avenue to Circuit Court.

This ordinance does not require the City to take any particular action when a building reaches a poor state, it will not supplant or replace any other rights the City may have, and it will not preclude the City from using other enforcement options available to it. It is presented in order to provide City staff with an additional tool made available by state law, to use when these circumstances arise.

FINANCIAL IMPACT:

No significant cost is anticipated.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2025-01.

ORDINANCE 2025-01

AN ORDINANCE TO ADOPT RULES AND REGULATIONS REGARDING THE TREATMENT OF UNSAFE AND/OR UNSANITARY STRUCTURES

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 for structural strength, stability, sanitation, adequate light and ventilation in dwellings and other buildings within the City; and

WHEREAS, from time to time a structure in the city falls below those standards and becomes an unsafe or unsanitary structure; and

WHEREAS, Tennessee Code Annotated § 13-21-103, *et. seq.*, provides municipalities tools to address such structures, along with the authority to adopt ordinances relating to structures in the municipality which may be unfit for human occupation or use; and

WHEREAS, the Board of Mayor and Aldermen finds that adopting such an ordinance 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 Title 12 of the Franklin Municipal Code is hereby amended to add a new Chapter, to be titled **Chapter 14. – Unsafe And Unsanitary Structures.**

SECTION II. That the new **Chapter 14. – Unsafe And Unsanitary Structures** shall read as follows:

Sec. 14-1401. – Findings of Board. Pursuant to Tennessee Code Annotated § 13-21-101, *et. seq.*, the Board of Mayor and Aldermen finds that from time to time there exists in the city a structure which is unfit for human occupation due to dilapidation, defects increasing the hazards of fire, accident or other calamities, lack of ventilation, light or sanitary facilities, or due to other conditions which render such dwelling unsafe or unsanitary, or dangerous or detrimental to the health, safety and welfare of the residents of the city.

Sec. 14-1402. – Definitions.

- (1) *Owner* shall mean the holder of title to the property and every mortgagee of record.
- (2) *Parties in interest* shall mean all individuals, associations, corporations and others who have interests of record in a dwelling and any who are in possession thereof.
- (3) *Place of public accommodation* shall mean any building or structure in which goods are supplied or services performed, or in which the trade of the general public is solicited.
- (4) *Public Authority* means any employee of the city in charge of a city department which addresses or regulates public health, fire, building codes and regulations, or other activities concerning structures in the city.
- (5) *Public Officer* shall mean the officer or officers who are authorized by this chapter to exercise the powers prescribed herein and pursuant to Tennessee Code Annotated § 13-21-101, *et. seq.*

- (6) *Structures* shall mean any dwelling or place of public accommodation, or vacant building or structure, suitable as a dwelling place of public accommodation.

Sec. 14-1403. – Public Officer designated; powers supplemental. The City of Franklin Building Official is hereby designated and appointed to be the Public Officer, and to exercise the powers prescribed by this chapter. Such powers shall be supplemental to all other powers, authority, rights and remedies described in this code.

Sec. 14-1404. – Initiation of proceedings; hearings. Whenever a petition is submitted to the Public Officer by either a Public Authority or by at least five (5) residents of the city charging that any structure is unfit for human occupancy or use, or whenever it separately appears to the Public Officer that any structure is unfit for human occupation or use, the Public Officer shall, if a preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of the structure, and all parties in interest of the structure, a complaint stating the charges and containing a notice that a hearing will be held before the Building and Streets Standards Board of Appeals. Such hearing shall be held not less than ten (10) days nor more than thirty (30) days after the service of the complaint, or otherwise as promptly as possible. The owner and parties in interest shall have the right to submit an answer to the complaint and to appear in person, or otherwise, and give testimony. The strict rules of evidence and civil procedure applicable in a court of law or equity shall serve as guidance but shall not be controlling in a hearing authorized by this chapter.

Sec. 14-1405. – Orders to owners of unfit structures. If, after notice and hearing, the Building and Streets Standards Board of Appeals determines that the structure under consideration is unfit for human occupancy or use as alleged by the Public Officer, they shall state in writing their findings of fact in support of the determination and the Public Officer shall issue and cause to be served upon the owner and parties in interest an appropriate order as follows:

- (1) If the repair, alteration or improvement of the structure can be made at a reasonable cost in relation to the value of the structure (not exceeding 50% of the reasonable value of the structure, the value of any land, other structures, or fixtures on the property being excluded), requiring the owner, during the time specified in the order to repair, alter, or improve such structure to render it fit for human occupancy or use and/or to vacate and close the structure for human occupancy or use; or
- (2) If the repair, alteration or improvement of the structure cannot be made at a reasonable cost in relation to the value of the structure (exceeds 50% of the value of the structure, the value of any land, other structures, or fixtures on the property being excluded), requiring the owner within the time specified in the order to remove or demolish such structure and/or to vacate and close the structure for human occupancy or use.

Sec. 14-1406. – When Public Officer may repair. If the owner fails to comply with the order to repair, alter, or improve or to vacate and close the structure, the Public Officer may cause such structure to be repaired, altered, or improved, or to be closed and posted on the main entrance a placard with the following words, or words to substantially the same effect: "This building is unfit for human occupancy or use; use of this building for human occupancy or is prohibited and unlawful."

Sec. 14-1407. – When Public Officer may remove or demolish. If the owner fails to comply with an order to remove or demolish the structure, the Public Officer may cause such structure to be removed or demolished.

Sec. 14-1408. – Lien for expenses; sale of salvaged materials; other powers not limited. The amount of the cost of such repairs, alterations or improvements, or vacating and closing, or removal or demolition, as well as reasonable fees for registration, inspections, and professional evaluations of the property, shall be assessed against the owner of the property, and shall, upon the certification of the sum owed being presented to the municipal tax collector, be a lien on the property in favor of the municipality, second only to liens of the state, county, and municipality for taxes, any lien of the municipality for special assessments, and any valid lien, right or interest in such property duly recorded or duly perfected by filing, prior to the filing of such notice.

- (1) These costs shall be collected at the same time and in the same manner as property taxes are collected. If the owner fails to pay the costs, they may be collected at the same time and in the same manner as delinquent property taxes are collected and shall be subject to the same penalty and interest as delinquent property taxes as set forth in Tennessee Code Annotated §§ 67-5-2010 and 67-5-2410.
- (2) The city may also collect the costs assessed against the owner through an action for debt filed in any court of competent jurisdiction. The city may bring one (1) action for debt against more than one (1) or all of the owners of properties against whom the costs have been assessed, and the fact that multiple owners have been joined in one (1) action shall not be considered as a misjoinder of parties.
- (3) If the structure is removed or demolished, the Public Officer shall, to the extent feasible, sell the materials from the structure and shall credit the proceeds of sale against the cost of removal or demolition. Any balance remaining shall be deposited in the Williamson County Chancery Court, to be secured as directed by the court, and shall be disbursed by the court to be found entitled to the funds by order or decree of the court.
- (4) Nothing in this chapter shall be construed to impair or limit the power of the city to define and declare nuisances, and to cause their removal or abatement, by summary proceedings or otherwise.

Sec. 14-1409. – Basis for finding of unfitness for human occupation. The Public Officer shall have the power and may determine that a structure is unfit for human occupation and use if they find that conditions exist in such structure which are dangerous or injurious to the health, safety, or welfare of the occupants or users of such structure, the occupants or users of neighboring structures, or other residents of the City of Franklin. Such conditions may include, but are not limited to, the following: defects which increase the hazards or fire, accident, or other calamities; lack of adequate ventilation, light, or sanitary facilities; dilapidation; disrepair; structural defects; and uncleanness.

Sec. 14-1410. – Service complaints or orders. Complaints or orders issued by the Public Officer pursuant to this chapter shall be served upon persons either personally or by registered mail. If the whereabouts of such person is unknown and cannot be ascertained by the Public Officer through reasonable diligence, and if the Public Officer shall make an affidavit to that effect, then service may be made by publishing the same once each week for two (2) consecutive weeks in a newspaper of general circulation available in the city. In addition, a copy of such complaint or order shall be posted in a conspicuous place on the premises affected by the complaint or order. A copy of the

complaint or order shall also be filed for record in the Williamson County Register's Office, and such filing shall have the same force and effect as other lis pendens notices provided for by law.

Sec. 14-1411. – Additional powers of Public Officer. The Public Officer, in order to carry out and effectuate the purposes and provisions of this chapter, shall have the following powers in addition those granted herein:

- (1) To investigate conditions of the structures in the city in order to determine which structures may be unfit for human occupation or use.
- (2) To enter upon premises for the purpose of making examination, provided that such entry shall be made in a manner so as to cause the least possible inconvenience to the persons in possession.
- (3) To delegate any of his functions and powers under this chapter to such officers and agents as they may designate.

Sec. 14-1412. – Violation of order to vacate structure; authorizing or facilitating occupancy. As provided for by Tennessee law, any occupied structure declared unfit for human occupation or use shall be immediately vacated as ordered by the Public Officer designated to exercise the powers described in this chapter.

- (1) Any person who violates an order to vacate a structure declared unfit for human occupation or use commits a Class B misdemeanor.
- (2) Any owner, manager, or person responsible for a structure declared unfit for human occupation or use who authorizes or facilitates the occupancy of the structure commits a Class B misdemeanor.

Sec. 14-1413. – Powers conferred are supplemental. This chapter shall not be construed to abrogate or impair the powers of the City of Franklin with regard to enforcement of provisions of its charter or any other ordinances or regulations. The powers conferred by this chapter shall be in addition and supplemental to the powers conferred by the city charter, city code, and any other applicable law or regulation.

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

Approved as to form by:

By: _____

Dr. Ken Moore

Mayor

William E. Squires

Assistant City Attorney

PASSED FIRST READING

PASSED SECOND READING:



City of Franklin

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

File #: 21-01382

DATE: December 18, 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 Resolution 2024-04, A Resolution To Assign Permanent Naming Rights Of The Capital Project Known As The Southeast Municipal Complex In Honor Of Pearl Bransford, In Accordance With Ordinance 2024-37, Acknowledging Individuals Who Have Made Substantial Contributions To Benefit The City Or Local Community

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the naming rights to the Southeast Municipal Complex.

BACKGROUND/STAFF COMMENTS:

The City of Franklin purchased two parcels of land equaling 233-acres, east of I-65 and has worked with community partners in master planning for a future park and Clean Water Facility inside what has been known as the Southeast Municipal Complex. After consideration the City desires to name the property "The Pearlene M. Bransford Complex"; also to be known as "The Pearl". Pearlene Matthews Bransford died on November 27, 2020, at the age of 67. Pearl was a resident of Franklin for over 35 years and a public servant for most of that time. In 2007, Pearl was elected as an at-large alderman for the City's Board of Mayor and Alderman, a position she was re-elected to until her death.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-04.

RESOLUTION NO. 2024-04

RESOLUTION TO ASSIGN NAMING RIGHTS TO THE SOUTHEAST MUNICIPAL COMPLEX

WHEREAS, the City of Franklin purchased two parcels of land equaling 233-acres, east of I-65 and has worked with community partners in master planning for a future park and Clean Water Facility inside what has been known as the Southeast Municipal Complex and Robinson Lake areas during planning and design phases; and

WHEREAS, after consideration the City desires to name the property “The Pearlene M. Bransford Complex”; also to be known as “The Pearl;” and

WHEREAS, Pearlene Matthews Bransford died on November 27, 2020, at the age of 67. Pearl was a resident of Franklin for over 35 years and a public servant for most of that time; and

WHEREAS, Pearl was known for her quiet commitment to serving residents of all backgrounds. Bransford was born in Brownsville, Tennessee, and was married to Henry “Hank” Bransford. They lived in many places including Arizona, South Carolina, South Africa and Canada, before moving to Franklin; and

WHEREAS, Pearl received a nursing degree from Tennessee State University, a bachelor’s degree in health arts from the University of St. Francis, in Joliet, Illinois, and a master’s degree in nursing administration from Vanderbilt University. She worked at Vanderbilt Medical Center for 18 years serving in a leadership role before focusing on Franklin’s education system; and

WHEREAS, in 1992 Pearl successfully ran for a seat on the Franklin Special School District board serving until 2003. She also served on Franklin’s Battle Ground Academy Board of Visitors and Columbia State Community College’s Williamson County Development Committee; and

WHEREAS, in 2008, Pearl received the Booker Award, which recognizes citizens who are examples of those who value education and the obligation one has to make to their own community exemplary; and

WHEREAS, Pearl championed historic preservation, especially Franklin’s Black heritage and neighborhoods with moving to Natchez Street and establishing Natchez Place Inc. in 2002 in order to place the community on the National Register of Historic Places. Bransford served on boards of the Tennessee Preservation Trust, Carnton Plantation and the Historic Franklin Masonic Hall Foundation; and

WHEREAS, in 2007, Pearl was elected as an at-large alderman for the City’s Board of Mayor and Alderman, a position she was re-elected to until her death; and

WHEREAS, Pearl understood her own heritage, as she sought to understand people of other backgrounds, working as chair of the Franklin and Williamson County's Sister Cities initiative to promote global goodwill while also doing so in her own community by serving on the Williamson County Convention and Visitors Bureau board. She was a strong advocate for affordable housing, serving as an alderman on the Franklin's Housing Commission; and

WHEREAS, during the 2019 reelection campaign, Alderman Bransford stated to the Williamson Herald, "I believe in telling the whole story and when you articulate one side of a story, you usually are leaving someone out, and I'm very inclusive" as she was a great supporter of the "Fuller Story" initiatives taking place in Franklin. She described herself as a community activist. She worked to champion care for community members in need by promoting programs to build a sustainable entry level workforce; and

WHEREAS, the Clean Water Facility, inclusive playground, fields, and other gathering areas will create a learning environment which will strive to educate the community and Tennessee citizens on the importance of water quality, conservation, and mental health achieved through education and activity.

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

1. The Southeast Municipal Complex and Robinson Lake shall be named "The Pearlene M. Bransford Complex, "The Pearl".
2. The assignment of the name to the overall area will not preclude other sponsorships or donors which may include names to be displayed on features within the overall park or Clean Water Facility, inclusive playground area such as play equipment, benches, signage, football/lacrosse fields and other amenities.
3. The Parks Director, or designee, shall work with sponsors or donors to make naming rights determinations to be presented to the Board of Mayor and Aldermen as sponsorships are created.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form:

By: _____
J. Blake Harper
Staff Attorney