



City of Franklin

Mailing Address:
109 3rd Ave S
Franklin, TN 37064
(615) 791-3217

Meeting Agenda

Work Session

Tuesday, August 26, 2025

5:00 PM

**Williamson County
Auditorium**

MEETING LOCATION

Williamson County Auditorium
1320 West Main Street

CALL TO ORDER

CITIZEN COMMENTS

Comments on agenda items may be made in person 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. Development Services Advisory Commission Report

Sponsors: Vernon Gerth, Katherine Harelson

2. Development Activity Report

Sponsors: Michael Walters Young, Katherine Harelson

3. Consideration Of Addendum 2 To COF Contract No. 2013-0041, With Williamson County And Chartwell Hospitality For Conference Center Operating Agreement For Cool Springs Conference Center

Sponsors: Eric Stuckey, Kristine Brock

4. Consideration Of Event Permit For Porchfest Sponsored By The Westhaven Foundation In Westhaven On September 20, 2025

Sponsors: Milissa Reiersen, Monique McCullough

5. Consideration Of Event Permit For City Farmhouse Popup Fair At Bicentennial Park On November 7 - 8, 2025

Sponsors: Milissa Reiersen, Lisa Clayton, Monique McCullough

6. Consideration Of Resolution 2025-62, A Resolution To Approve May Me The Mule At Carter's Hill Park At 1221 Columbia Avenue

CWHC 5/8/25

HZC 7/14/25, 8-0

FPAC 7/16/25, 7-0

Sponsors: Lisa Clayton, Milissa Reiersen, Monique McCullough

7. Consideration Of Resolution 2025-63, A Resolution Assigning Naming Rights To Noon Rotary Rodeo Plaza
FPAC 7/16/25, 7-0
Sponsors: Lisa Clayton, Milissa Reiersen, Monique McCullough
8. *Consideration Of Resolution 2025-55, A Resolution Authorizing The Execution Of COF Contract No. 2025-0253 With Civil Constructors, LLC For The Liberty Hills Pond Stream Restoration Project (COF Project No. 2022-020) In The Amount Of \$2,376,791.10 And To Establish A Project Contingency In The Amount Of \$150,000

Sponsors: Paul Holzen, Jeff Willoughby
9. *Consideration Of Resolution 2025-59, A Resolution To Award The Construction Contract (COF Contract No. 2025-0232) For The "SR96 Murfreesboro Road Access Control Improvements And Royal Oaks Improvements Project" To Nickell Company, LLC With A Bid Amount Of \$753,190 And To Authorize The City Administrator To Execute The Contract

Sponsors: Paul Holzen
10. *Consideration Of COF Contract No. 2025-0210, With Williamson County, Tennessee And The City Of Franklin, Tennessee For An Interlocal Agreement To Provide Assistance To Williamson County's Solid Waste Department During Adverse Conditions

Sponsors: Mark Hilty, Nate Ridley
11. *Consideration Of COF Contract No. 2025-0225, With Erickson Living Properties, LLC For Developer Reimbursement Agreement Of Expenses (\$65,851.00) Related To The Installation Of A Sanitary Sewer Interceptor

Sponsors: Michelle Hatcher
12. *Consideration Of Amendment 1 To COF Contract No. 2022-0163, With Ulliance, Inc. For Life Advisor Employee Assistance Program

Sponsors: Kevin Townsel
13. *Consideration Of Resolution 2025-49, A Resolution Authorizing The Use Of A Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Flexible Spending Account Services

Sponsors: Kevin Townsel
14. City Hall Block Redevelopment Update

Sponsors: Chris Koeper, Kelly Dannenfelser
15. *Consideration Of Resolution 2025-71, A Resolution Authorizing The City Administrator Or Assistant City Administrator - Public Works To Execute COF Contract No. 2025-0326 With Truist Bank, Which Is An Incumbency And Client Notice Agreement To Provide Retainage Portfolio Access To The City For The City Hall Block Redevelopment Project

Sponsors: Mark Hilty

16. Consideration Of Resolution 2025-75, A Resolution Authorizing City Of Franklin To Join The State Of Tennessee And Other Local Governments In Amending The Tennessee State-Subdivision Opioid Abatement Agreement And Approving The Related Settlement Agreements

Sponsors: Shauna Billingsley

17. Real Estate Infrastructure Development Districts In Tennessee - Policy Discussion Regarding Community Benefit Project Criteria, Transparency And Disclosure, And Maximum Assessments
WS 4/8/25; 6/10/25

Sponsors: Eric Stuckey, Kristine Brock, Shauna Billingsley, Vernon Gerth

OTHER BUSINESS

ADJOURN

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



City of Franklin

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

File #: 21-0954

DATE: July 30, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Katherine Harelson, Budget & Performance Analyst

SUBJECT:

Development Services Advisory Commission Report

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an annual update from the Development Services Advisory Commission.

BACKGROUND/STAFF COMMENTS:

The Development Services Advisory Commission is an 11-member body representing a diverse cross-section of the development community, along with a representative from the Board of Mayor and Aldermen and a city staff appointee. The Commission is responsible for working collaboratively with city staff and providing recommendations to the Board of Mayor and Aldermen on matters related to development services processes.

This report outlines the Commission's activities and accomplishments over the past year and highlights the initiatives currently under consideration.

FINANCIAL IMPACT:

There is no financial impact with this item.

RECOMMENDATION:

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

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

Development Services Advisory Commission
2025

- Matt Bryant, M2 Group, Outgoing Chair
- Robert Winston, Retired Architect, Outgoing Vice Chair
- Nathan Zipper, Williamson Inc., Outgoing Member
- Mary McGowan, Kimly-Horn
- Scotty Bernick, RaganSmith
- Ben Crenshaw, Southern Land Company
- Paige Parham, Amazon
- Kate McDonald, CSDG
- Dana Kose, TRC Companies
- Michael Walters Young, City of Franklin Staff Appointee
- Matt Brown, Aldermen Representative

MEMBERS

- Claudia ZuaZua, Williamson Inc.
- Mike Hathaway, 906 Studio Architects + Interiors
- Daniel Jones, Harpeth Decks

NEW MEMBERS

MEETINGS

Meetings take place at the Eastern Flank Event Facility on the 1st Tuesday of the month (breaks in April, August, and December).

Projects in Progress

- Providing guidance on how to implement recommendations from the Development Customer Survey.
- Partnering with IT and Communications on strategies to get timely and accurate information and opportunities for feedback to a wider audience.
 - QR Codes for short and more frequent customer satisfaction surveys
 - GIS maps showing developments in the approval process and under construction
- Collaborated with Planning to develop guidance for a draft Zoning Ordinance amendment that could add surety bonds as an option for performance agreements.

OUTLOOK

- Welcome our three new members to the Commission and get them acclimated and caught up on topics the group is currently working on.
- Continue working with City Staff on the recommendations from the Development Customer Survey.
- On-going discussion and analysis of the City's development processes.
 - The Commission invites Development Professionals to attend meetings and share their ideas and experiences.
- Support City Staff and the Development Community to ensure quality service, development, and growth.

- Currently, the Commission is not asking for any additional resources.
- In the FY27 Budget, funding will likely be requested to conduct another survey of the development community.

RESOURCES



Questions?



File #: 21-0953

DATE: July 30, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michael Walters Young, Chief Budget & Performance Officer
Katherine Harelson, Budget & Performance Analyst
SUBJECT:

Development Activity Report

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the development activity throughout the first two quarters of the 2025 calendar year and Fiscal Year 2025.

BACKGROUND/STAFF COMMENTS:

Each quarter, the Board of Mayor and Aldermen receives a report summarizing development activity within the community. In the second quarter, development activity was steady, with permitting numbers tracking closely to those recorded in 2024. Impact fee collections also increased compared to the same period last year, reflecting steady growth in both residential and commercial developments. This positive trend has continued into FY25, with development activity remaining stable and notable growth in commercial projects. While impact fees remained consistent, they were slightly lower than in FY24, due to their variability based on the type of development.

Additionally, the Board of Mayor and Aldermen has requested quarterly updates on staff's progress in implementing recommendations from the Development Customer Survey. Since the beginning of the year, staff has held numerous discussions internally and in collaboration with the Development Services Advisory Commission. These efforts have resulted in several key initiatives, including: the development of a draft customer satisfaction survey to be distributed at various stages of the development process; a redesign of development maps to improve public accessibility; and the formation of a focus group dedicated to evaluating all development-related processes for accessibility, efficiency, and overall effectiveness.

FINANCIAL IMPACT:

There is no financial impact on this item.

RECOMMENDATION:

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



HISTORIC
FRANKLIN
TENNESSEE

BOMA WORK SESSION –

DEVELOPMENT ACTIVITY REPORT



OVERVIEW

Mid-Calendar Year 2025

Development activity from January - June 2025

- Permitting Activity
- Permit & Impact Fees (Current & Trends)
- Housing & Construction Costs

Fiscal Year 2025

Development Activity from July 1st, 2024 - June 30th, 2025

- Permitting Activity
- Permit & Impact Fees (Current & Trends)
- Housing and Other Notable Developments

Survey Response Update

Next Steps



2025: SIX MONTHS IN...



MID-CALENDAR YEAR PERMITTING ACTIVITY

	2021	2022	2023	2024	2025
Building Permits	624	582	495	582	577
Trade Permits	2,460	2,409	2,065	2,589	2,725
Fire Permits	N/A	N/A	N/A	153	201

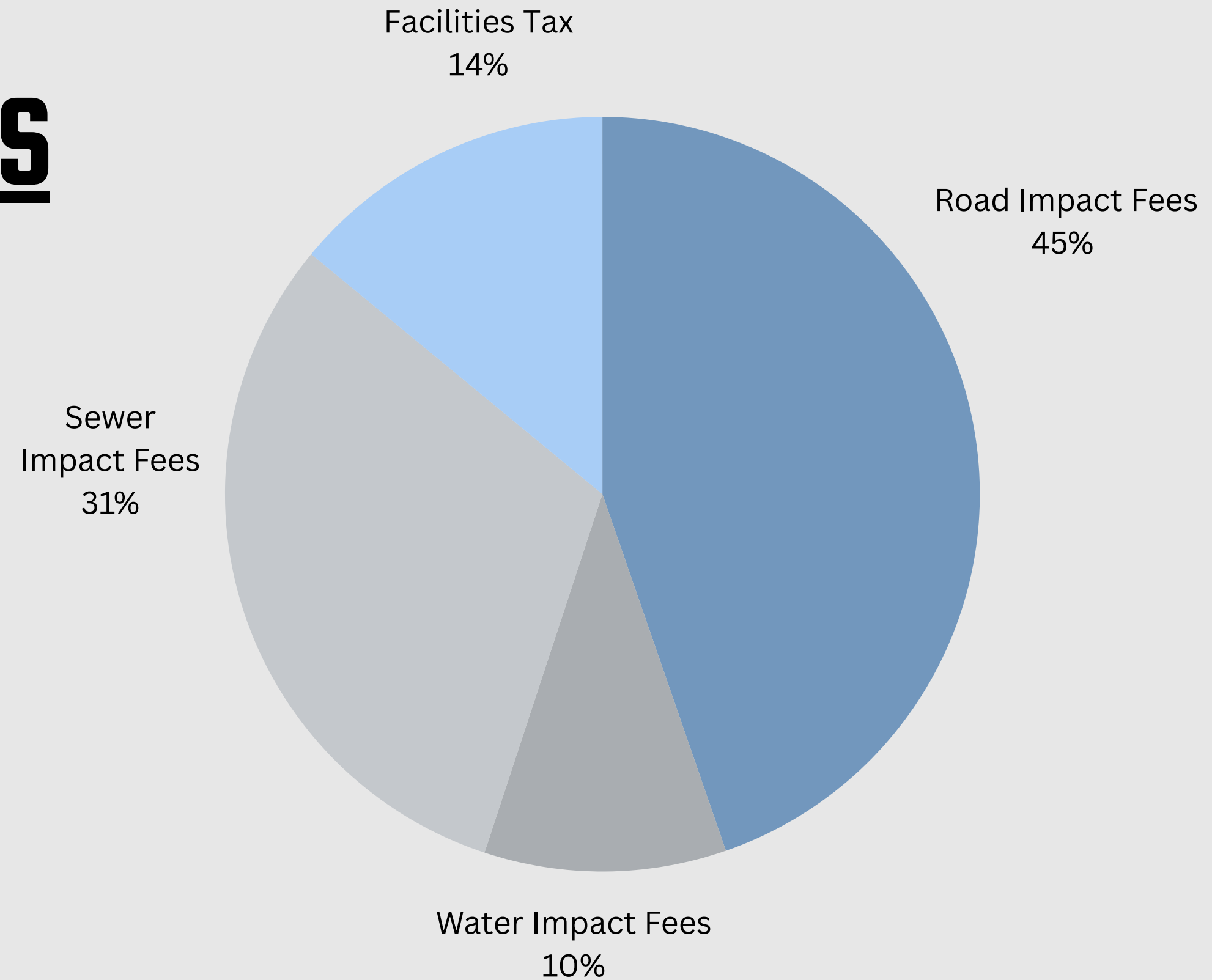
- Building permit activity through the first half of the calendar year remained stable and comparable to the last five years.
- Fire permits were introduced in 2023 and implemented fully in 2024. These permits were created to help separate fire suppression from the building permit so that it is easier for applicants.



PERMIT AND IMPACT FEES

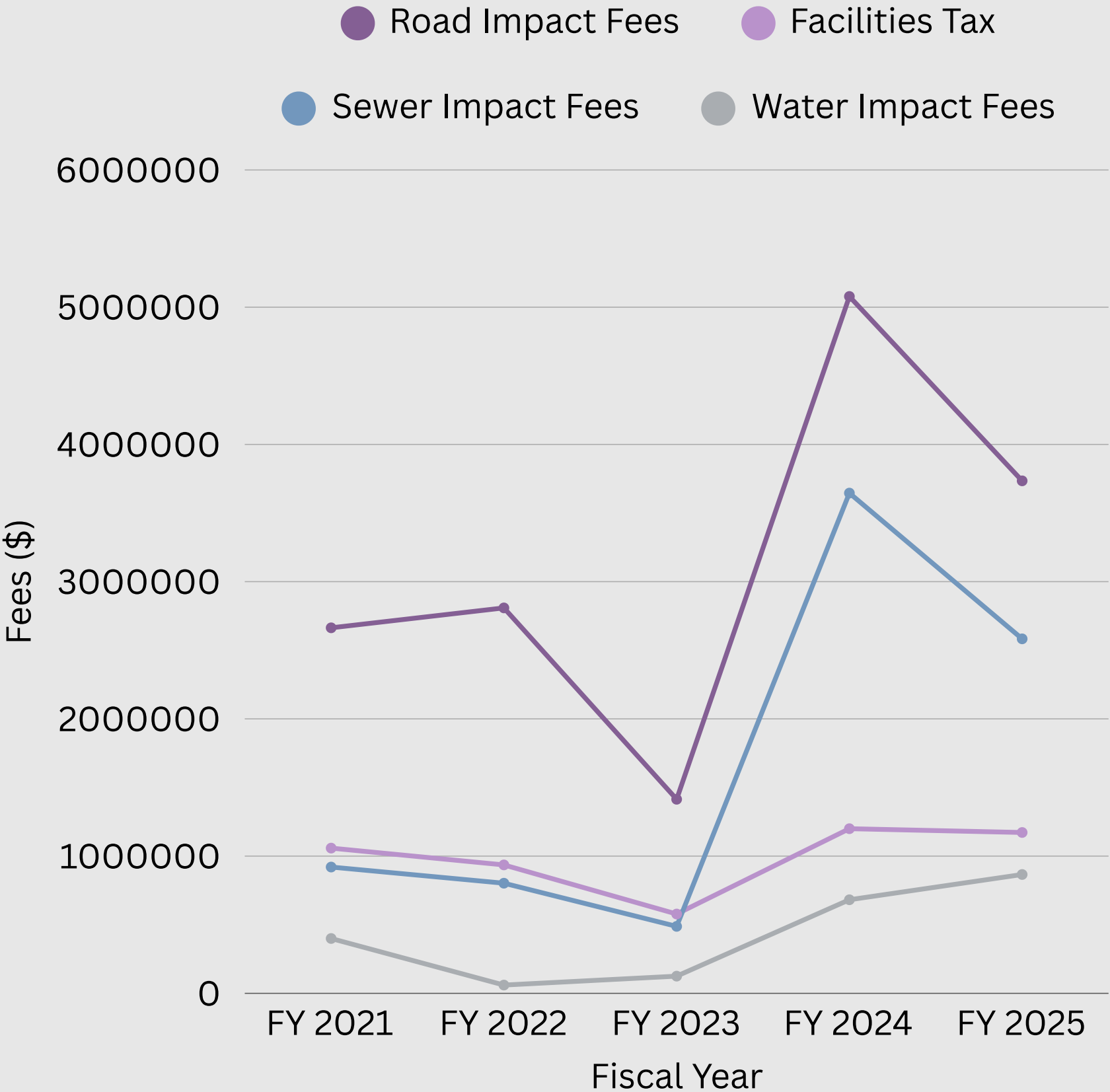
MID-CALENDAR YEAR

- **Permit Fees:** \$1,439,188
- **Road Impact Fees:** \$3,734,604
- **Water Impact Fees:** \$865,965
- **Sewer Impact Fees:** \$2,583,238
- **Facilities Tax:** \$1,172,137



MID-CALENDAR YEAR FEE TRENDS

	2021	2022	2023	2024	2025
Road Impact Fees	\$2,663,620	\$2,808,719	\$1,414,133	\$5,078,285	\$3,734,603
Facilities Tax	\$1,058,288	\$935,842	\$577,976	\$1,199,774	\$1,172,137
Sewer Impact Fees	\$920,262	\$802,518	\$487,948	\$3,645,442	\$2,583,238
Water Impact Fees	\$399,599	\$60,255	\$125,203	\$681,943	\$865,965



HOUSING & CONSTRUCTION COSTS MID-CALENDAR YEAR

New Dwelling Units Under Construction

Single Family	Townhome	Multifamily
156 units	8 units	211 units

Construction Values

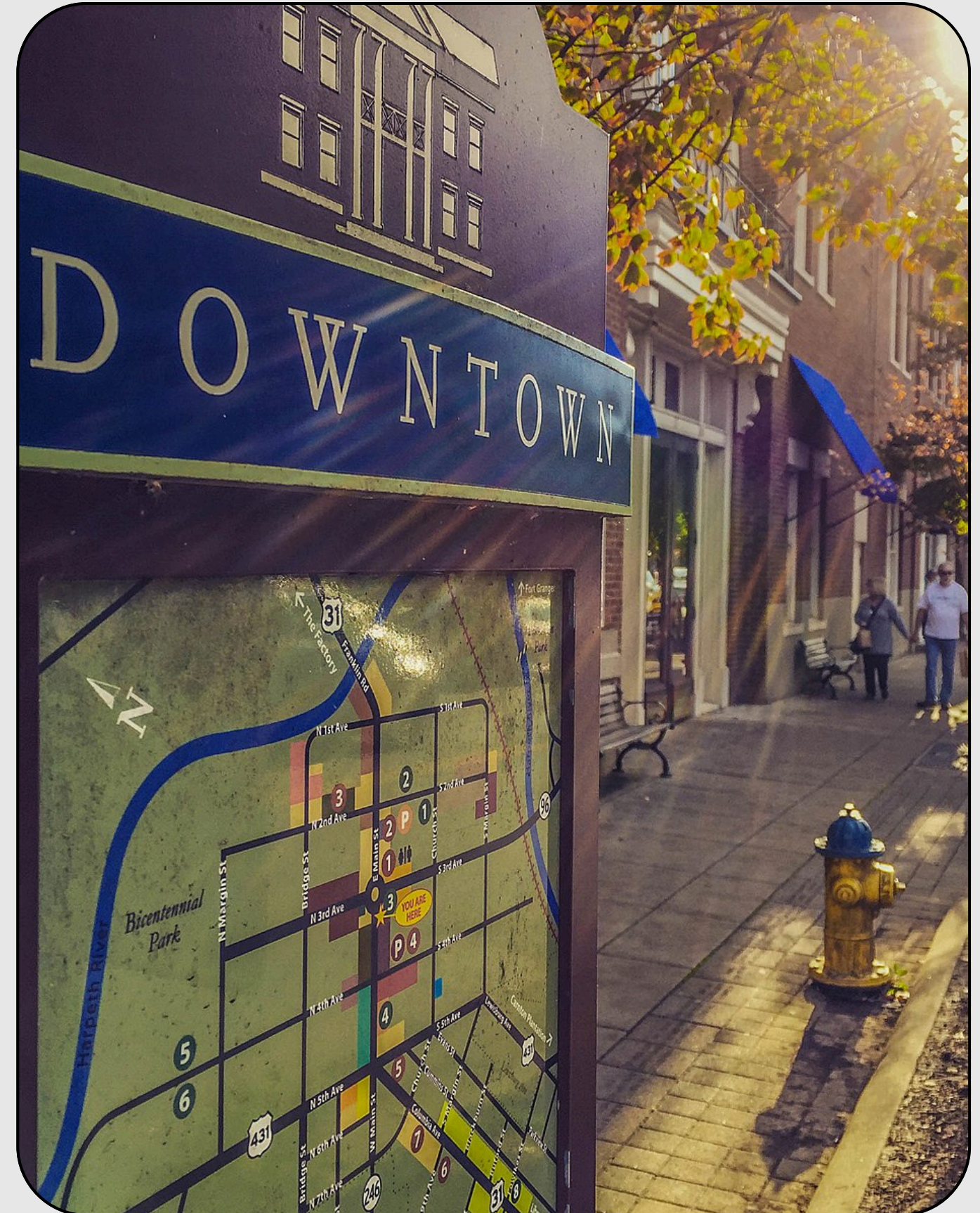
Residential	Non-Residential	Total
\$151,307,894	\$376,964,386	\$528,272,280

Westhaven Active Adult and Astor Club



Westhaven Active Adult Community

FISCAL YEAR 2025



FY25 PERMITTING ACTIVITY

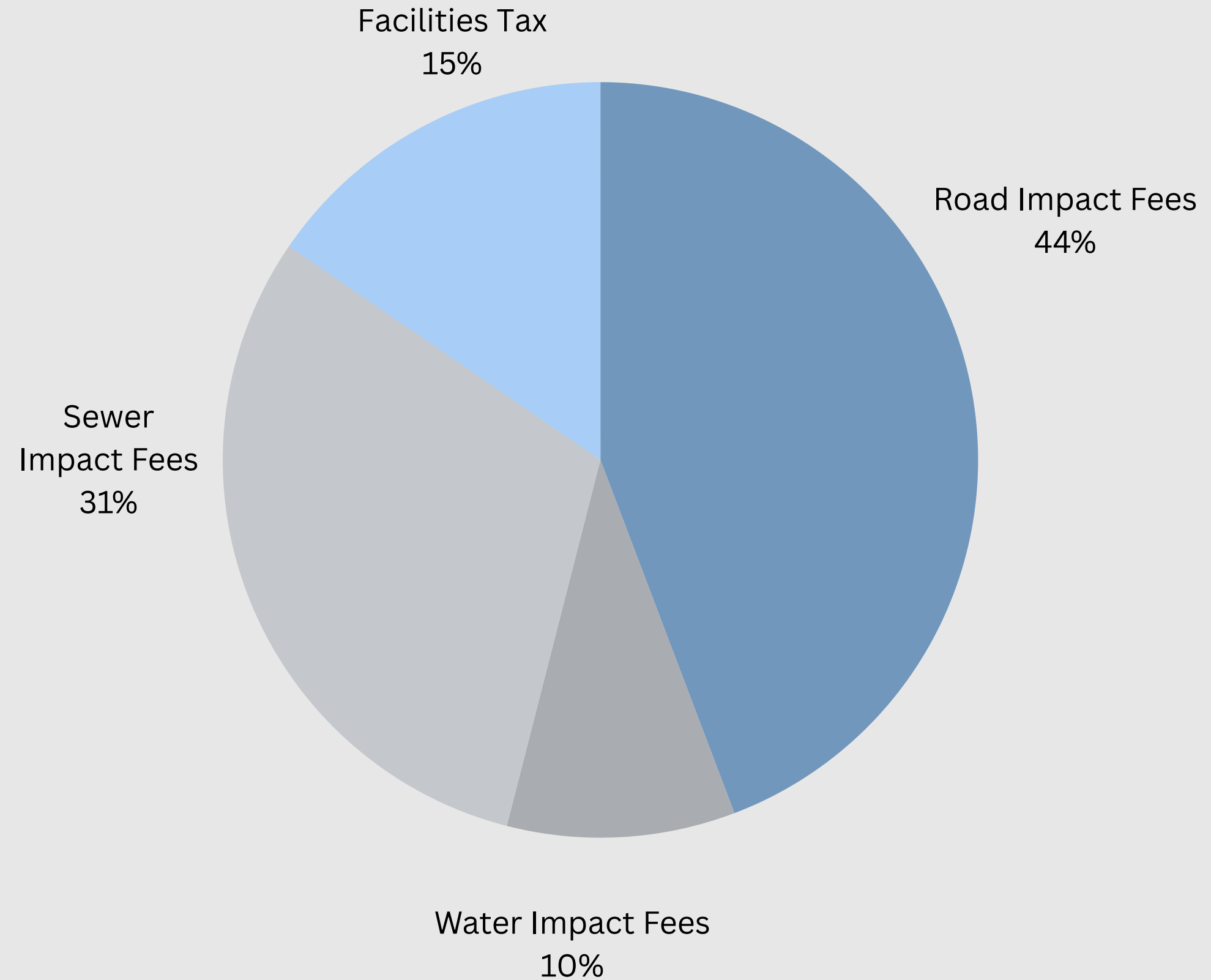
	2021	2022	2023	2024	2025
Building Permits	1,341	1,092	1,034	1,103	1,223
Trade Permits	4,808	4,478	4,254	5,098	5,544
Fire Permits	N/A	N/A	N/A	274	371

- Construction activity has remained strong and stable over the last five years, with notable increases in commercial development since the COVID-19 pandemic.
- Total construction costs for development in FY25 finished at \$884.5 million.



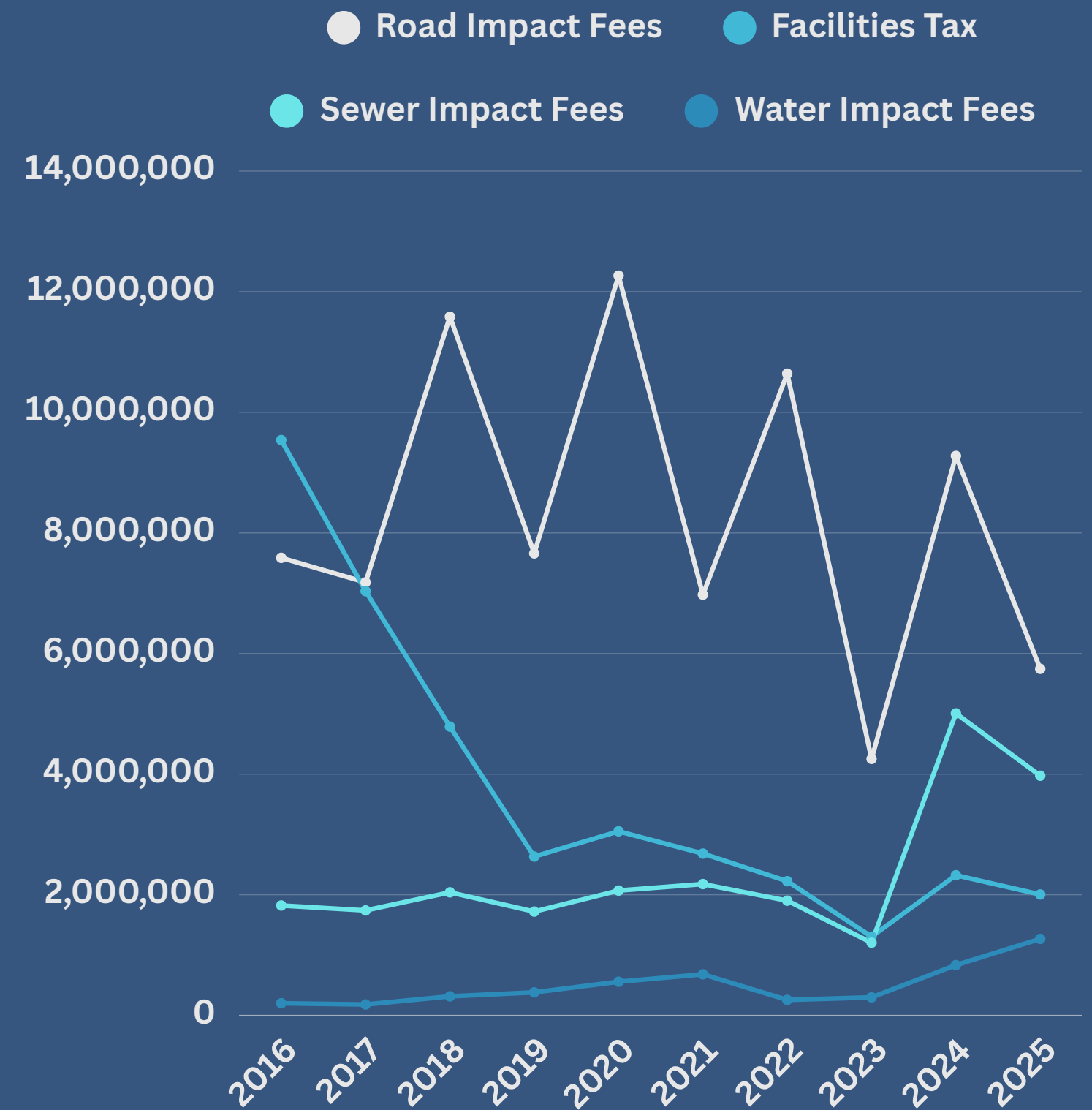
FY 25 PERMIT AND IMPACT FEES

- **Permit Fees:** \$2,584,566
- **Road Impact Fees:** \$5,746,404
- **Water Impact Fees:** \$1,268,204
- **Sewer Impact Fees:** \$3,973,569
- **Facilities Tax:** \$2,004,954



Impact Fees over the Last Decade

FY 2016 - FY 2025



Under Construction in FY25

Residential

Single Family: **313 dwelling units** started construction in FY25.

Townhomes: **71 dwelling units** started construction in FY25.

Multifamily: **247 dwelling units** (1 development) started construction in FY25.

Commercial

Commercial Space Added: **222,264 sqft.**

Notable Developments

In-N-Out Burger (Headquarters)

Williamson County Innovation Hub

Carousel at the Factory at Franklin



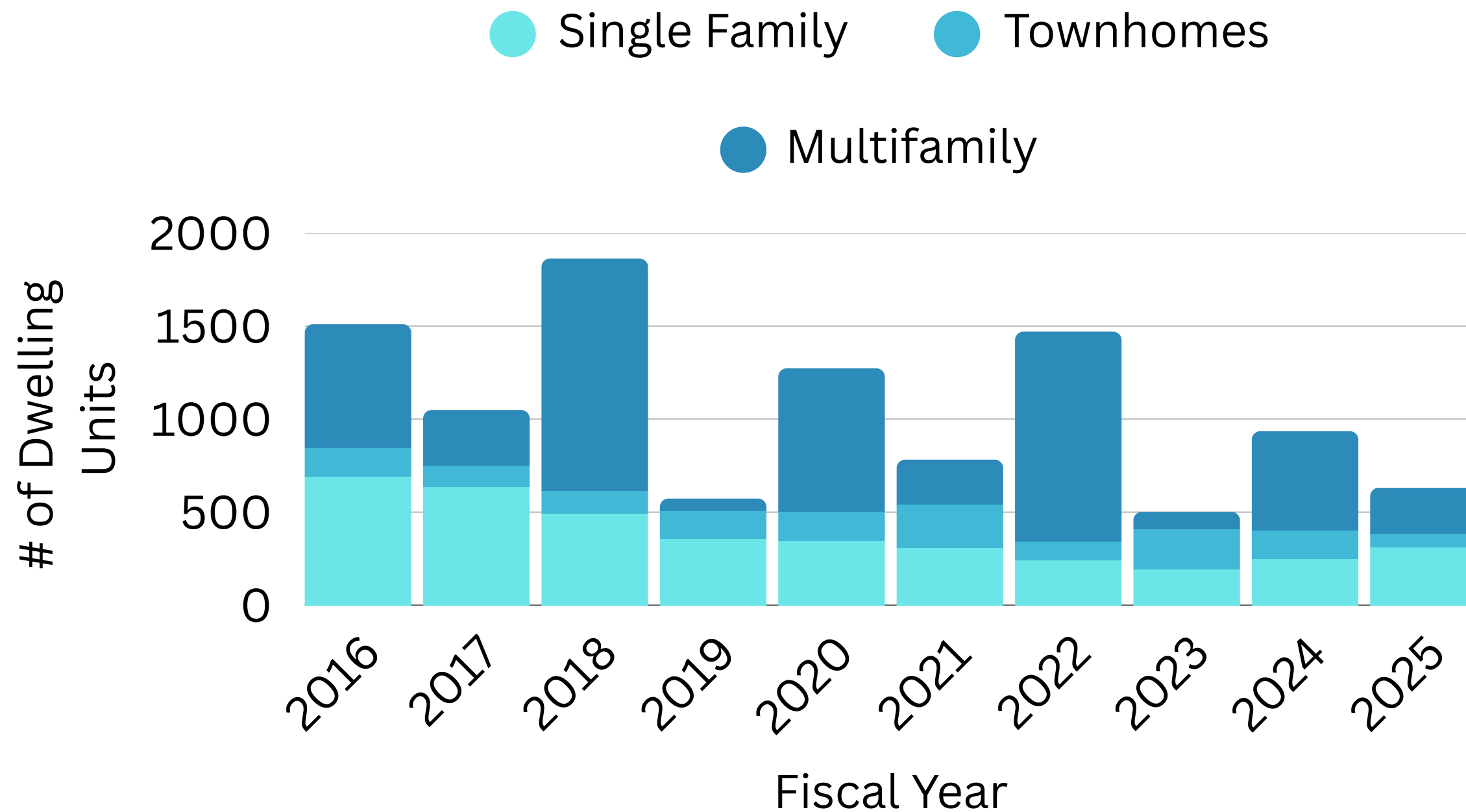
Carousel of Dreams at the Factory



Williamson County Innovation Hub



FY25 HOUSING TRENDS





DEVELOPMENT SURVEY FOLLOW-UP

Quarterly Update

At the request of the BOMA, Staff will provide an update at least once a quarter on internal efforts to address recommendations that came from the last Development Customer Survey.

QR CODES – MINI SURVEYS

Computer View

 Satisfaction survey

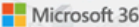
1. Please provide a rating of your experience.

☆ ☆ ☆ ☆ ☆

2. Do you have any additional feedback for us?

Enter your answer

Submit

 Microsoft 365

This content is created by the owner of the form. The data you submit will be sent to the form owner. Microsoft is not responsible for the privacy or security practices of its customers, including those of this form owner. Never give out your password.
Microsoft Forms | AI-Powered surveys, quizzes and polls [Create my own form](#)
The owner of this form has not provided a privacy statement as to how they will use your response data. Do not provide personal or sensitive information. | [Terms of use](#)

Mobile View

 Satisfaction survey

1. Please provide a rating of your experience.

☆ ☆ ☆ ☆ ☆

2. Do you have any additional feedback for us?

Enter your answer

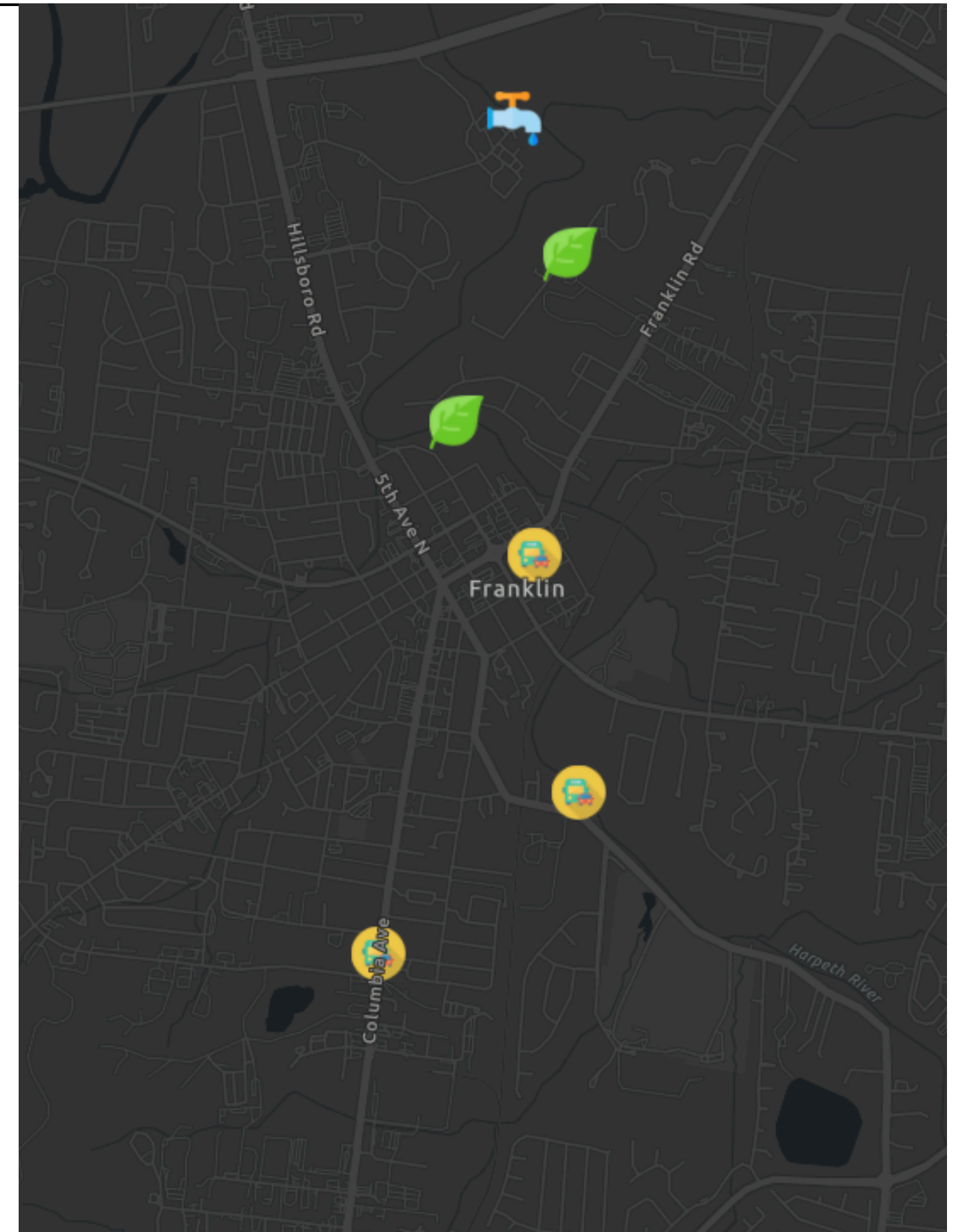
Submit

 Microsoft 365

OTHER UPDATES – FOCUS GROUP AND INCREASED TRANSPARENCY

Development Process Focus Group - Established in June to take apart key development processes and analyze for accessibility, efficiency, and effectiveness.

Development Maps - DSAC (in partnership with Planning, BNS, Budget, IT, and Communications) is looking at redesigning existing development maps with the goal of enhancing its accessibility and automation.



THANK YOU!





City of Franklin

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

File #: 21-01002

DATE: August 6, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO

SUBJECT:

Consideration Of Addendum 2 To COF Contract No. 2013-0041, With Williamson County And Chartwell Hospitality For Conference Center Operating Agreement For Cool Springs Conference Center

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Addendum 2 to COF Contract No. 2013-0041, with Williamson County and Chartwell Hospitality for Conference Center Operating Agreement for Cool Springs Conference Center.

BACKGROUND/STAFF COMMENTS:

On October 15, 1997, Williamson County, the City of Franklin and the initial owner of the Marriott Cool Springs Hotel entered into an agreement for the management of the to-be-built Cool Springs Conference Center. Hotel management is the most feasible operator of the adjoining conference center for many reasons, including the joined nature of the mechanical systems, kitchen, laundry, parking areas, etc. as well as the shared business interests of booking hotel rooms with attendees at the conference center. The conference center opened in 1999. The operating agreement was amended by COF Contract No. 2013-0041 with the term of the operating agreement extended through October 15, 2027.

At this time, all three parties (Williamson County, the City of Franklin and Chartwell Hospitality, the current owner of the Marriott Cool Springs Hotel) wish to extend the agreement through October 15, 2037. The hospitality and convention business is a long-term operation and having management of the conference center established for an extension of 10 years is conducive to booking the conference center as well as the business needs of Chartwell as the hotel owner.

FINANCIAL IMPACT:

There are no changes to the operator's compensation in this addendum. The operator's compensation, the FY 2026 amount is \$262,560, is paid as part of the operating expenses of the conference center.

Since its opening in 1999, the conference center has generated profits to the City of Franklin of \$4,673,332. For FY 2025 (unaudited), the City's proceeds were \$355,434. From FY 2022-FY 2025, the average annual return to the City was \$365,192.

In 26 full years of operation, excluding the partial year of 1999, the center ended the year with a loss in only 3 years, which is very good for government owned conference centers.

Williamson County intends to consider the same agreement at their September 8, 2025 Commission meeting.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Addendum 2 to COF Contract No. 2013-0041.

ADDENDUM 2 TO CONFERENCE CENTER OPERATING AGREEMENT
COF Contract No.: 2013-0041

THIS ADDENDUM 2 TO THE CONFERENCE CENTER OPERATING AGREEMENT (“Addendum”) is entered into this the _____ day of _____, 2025 by and among CAROTHERS HOTEL PARTNERS, LLC (“Operator”) and the CITY OF FRANKLIN, TENNESSEE and WILLIAMSON COUNTY, TENNESSEE, each a political subdivision (collectively “Owner”).

WITNESSETH:

WHEREAS, on October 15, 1997, the Owner and Stormont Trice Management Corporation entered into a certain Conference Center Operating Agreement (“Agreement”) for the management of the conference center known as The Conference Center at Cool Springs located in Franklin, Tennessee. The Operator is successor-in-interest under the Agreement (by assignment) to Noble Investments-Cool Springs, LLC, the successor-in-interest under the Agreement (by assignment) to Crestline Hotels and Resorts, Inc., the successor-in-interest under the Agreement (by assignment) to Stormont Trice Management Company to Franklin RealCo, LLC, the successor-in-interest under the Agreement (by assignment); and

WHEREAS, the Owner agrees and acknowledges that Carothers Hotel Partners, LLC is the Operator of The Conference Center at Cool Springs; and

WHEREAS, the Owner and Operator desire to enter into a written instrument to extend the Operating Terms of the Agreement.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner and Operator agree that the Operating Term of the Agreement is extended from October 15, 2027 to October 14, 2037. The Agreement may not be extended beyond October 14, 2037, unless otherwise permissible by applicable law.
2. Owner and Operator agree that either party has the option to review the terms of the Agreement at staff level at the conclusion of the fifth and tenth years of this Agreement extension.
3. In consideration of Operator’s performance hereunder, Owner shall pay to Operator the Operator’s fee. For purposes of this Agreement, for the fiscal year beginning July 1, 2025, the monthly fee is \$21,880 in accordance with terms set in the 1997 Agreement. The Operator’s fee shall escalate on a fiscal year basis at a rate equal to the greater of (i) three percent (3.0%) per year or (ii) the Consumer Price index increase with respect to the prior fiscal year. Operator is authorized to disburse itself from the Agency Account the amounts owing as Fees.

4. All other terms and conditions not otherwise amended above remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered this Addendum as of the day and year set forth above.

OPERATOR:

CAROTHERS HOTEL PARTNERS, LLC, a
Delaware Limited Liability Company

By: _____
Name: _____
Title: _____

OWNER:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore
Mayor

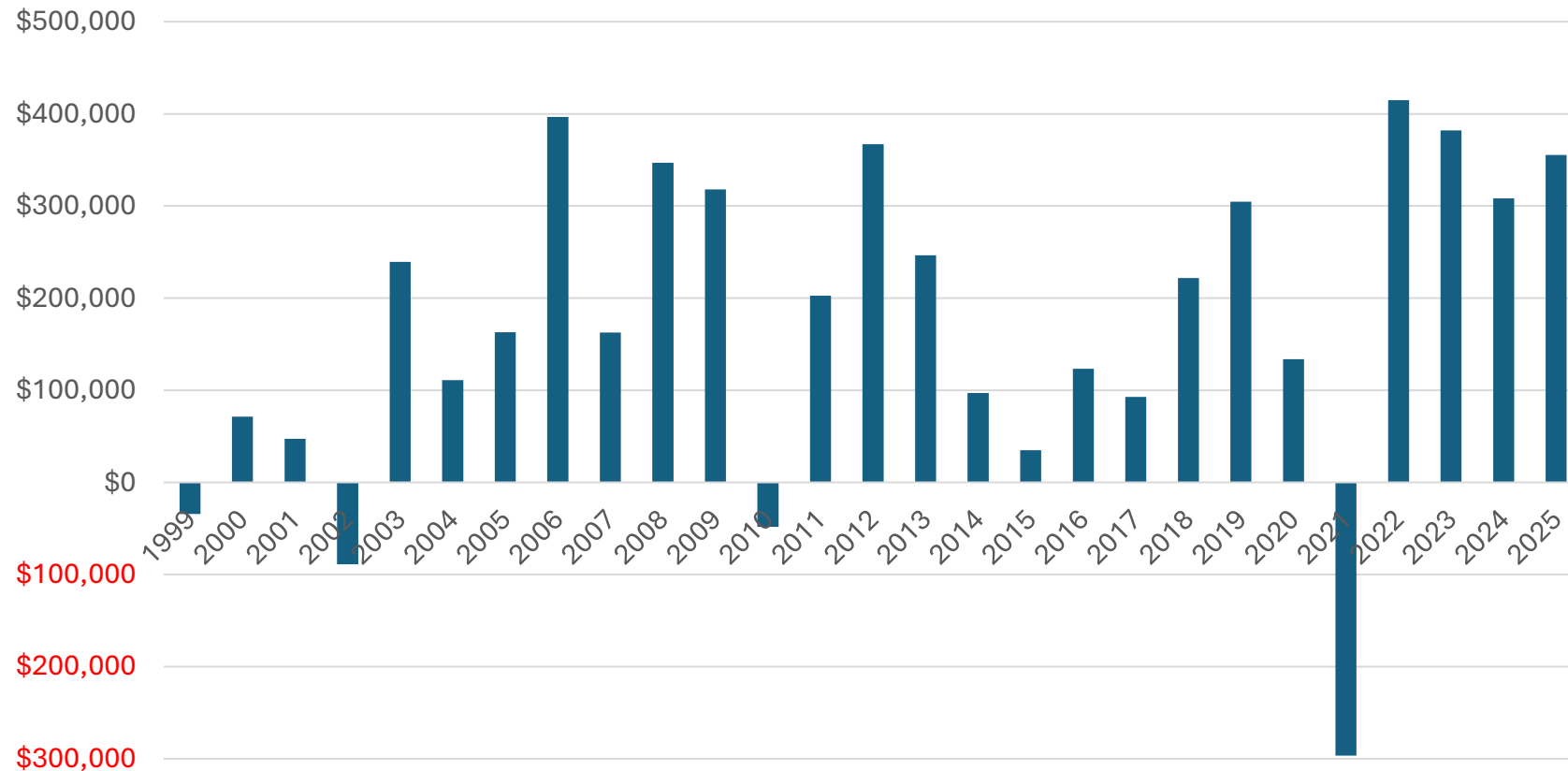
WILLIAMSON COUNTY, TENNESSEE

By: _____
Rogers Anderson
Mayor

[https://buergerlaw.sharepoint.com/Client Files/WC/Agts/Bid Documents/RFP - Cool Springs Conference Center/2025.08.13Addendum 2_Cool Springs Conference Center.docx](https://buergerlaw.sharepoint.com/Client%20Files/WC/Agts/Bid%20Documents/RFP%20-%20Cool%20Springs%20Conference%20Center/2025.08.13Addendum%20Cool%20Springs%20Conference%20Center.docx)



Cool Springs Conference Center History of Profit/(Loss) to City of Franklin



From FY 1999-2025, profit from the Conference Center has totaled \$4,673,332 to the City of Franklin. The largest gain was \$414,857 in FY 2022, while the largest loss was (\$296,667) in FY 2021(pandemic related). From FY 2022-FY 2025, the average annual return to the City was \$365,192.

Source: COF Audited Financial Reports FY 1999-2024; FY 2025 is Preliminary and Unaudited as of 8/5/2025



File #: 21-01009

DATE: August 12, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Chief Communications Officer
Monique McCullough, Public Outreach Specialist
SUBJECT:

Consideration Of Event Permit For Porchfest Sponsored By The Westhaven Foundation In Westhaven On September 20, 2025

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Westhaven Porchfest.

BACKGROUND/STAFF COMMENTS:

The Westhaven Foundation has requested the closure of a portion of Front Street (Oleander to Whitman) for their annual Porchfest event scheduled for September 20, 2025. The closure would be from 3 p.m. – 11 p.m. The main event, a ticketed concert, is being held at the Magli Green Park. Estimated attendance is 1200.

FINANCIAL IMPACT:

The applicant is responsible for Sanitation & Environmental Services costs and extra-duty Police Officers who work the event.

RECOMMENDATION:

Staff recommends approval of the event application with the following recommendations:

- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.

Police Department:

- Applicant will hire recommended number of City of Franklin extra duty officers.

Sanitation and Environmental Services Department:

- Applicant will contact Department to lease dumpsters and roll-out containers
- Applicant will provide volunteers to pick-up any trash associated with the event.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office

Billing and Licensing:

- Applicant must obtain a Beer Permit from the City's Beer Board.

OFFICE USE

ONLY

Permit No:



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

1. **Name/purpose of event:** Porchfest 2025
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed):*
Westhaven Community - 188 Front Street, Franklin, TN 37064

Front Street will be closed
3. **Date or dates of event:** 09/20/2025
4. **Start/End Times of Event:**
5pm - 11pm

What date/time will set-up begin? 9/19/2025 8:00 PM

What date/time will tear-down be complete? 9/21/2025 9:00 AM

**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*

5. **Time of Street Closure** *(if applicable):*
9/20/25 3pm
6. **An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 1,200 Event Staff/Volunteers: 40 Total: 1,240
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**
Jill Tomalty
The Westhaven Foundation
188 Front Street Box 116-25
Franklin, TN 37064

Person in charge on day of event: Jill Tomalty

Cell: [REDACTED]

E-mail address: [REDACTED]

Name and Cell Number of at least two others available on day of event:

Name: Mark McCutcheon

Cell: [REDACTED]

E-mail address: [REDACTED]

Name: none

Cell: none

E-mail address: none@none.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) :

Porchfest is a ticketed fundraising event for the Westhaven foundation and the evening event includes:

2 bands: Monsters of Yacht and the Deltaz, a VIP tent with dinner will be served by the Westhaven golf club. The rest is open seating

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: COF PF 2024 sounds amplification map.docx

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: 2024 BOARD MEMBER CONTACT INFO.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: [Westhaven Exemption Certificate \(1\).pdf](#)
14. **Will you charge an admission fee?** Yes
Average admission fee: \$55 - \$185
15. **Will you charge a vendor participation fee?** No
Average vendor participation fee?
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?** Yes
What organization will be the benefactor of event? The Westhaven Foundation
What percentage of funds will they receive? 100
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:** [Westhaven Foundation 24-25 COI Westhaven Residential.pdf](#)
22. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**
Haven't hired them
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: [CLEAN UP PLAN.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 Letter 2025.docx](#)
Good Neighbor Letter Mailing List: [Good Neighbor Addresses.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 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 10) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 11) 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.
- 12) 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: Gill E. Chmely
(Signature and title – must be officer of organization)

Date: 8-15-25

Approved by the Board of Mayor and Aldermen on _____, 20____

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

08/2022

Event Name: Porchfest 2025

Signature: _____



FORM C

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.

Any site-built platforms (stages) and/or bleachers

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.

Event Name: Porchfest 2025

FORM D

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: Jill Tomalty - The Westhaven Foundation

Event Name: Porchfest 2025

Event Date(s): 09/20/2025

1. **Time amplification equipment will be used:** From: 5:00 PM To: 11:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:
Magli Green, Front Street in the Westhaven Community

Sound Amplification Map: [COF PF 2024 sounds amplification map.docx](#)

3. **For what purpose will sound amplification be used?** Please list all that apply:
Announcements/Speeches,Band/Singers,Sound System
4. **Type of Amplifier:** PA System,Mobile
5.

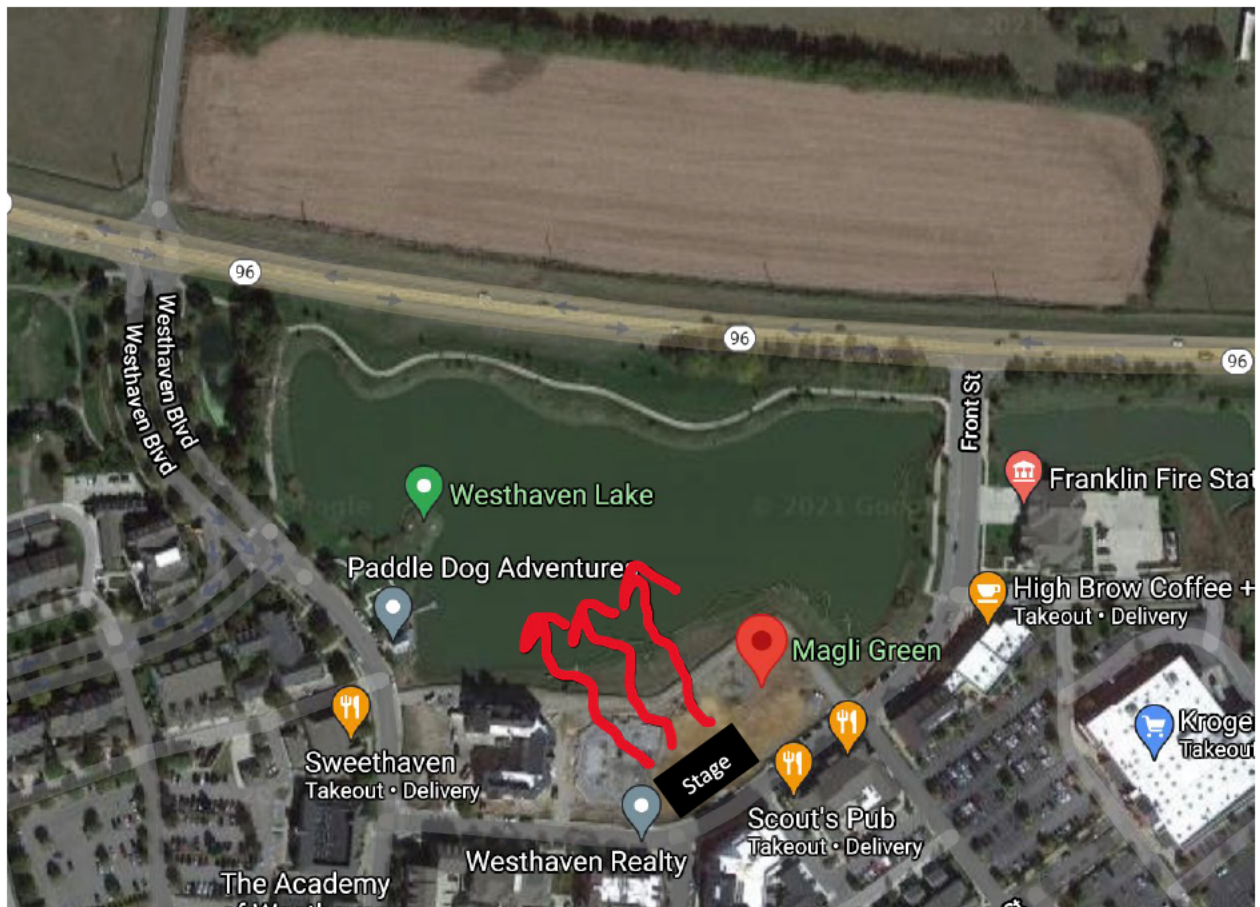
Number of Amplifiers: 2	Number of Speakers: 12	Number of Performers: 10
--------------------------------	-------------------------------	---------------------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: Erik Parker	Cell: [REDACTED]	E-Mail: [REDACTED]
Name: TBD	Cell: TBD	E-Mail: [REDACTED]

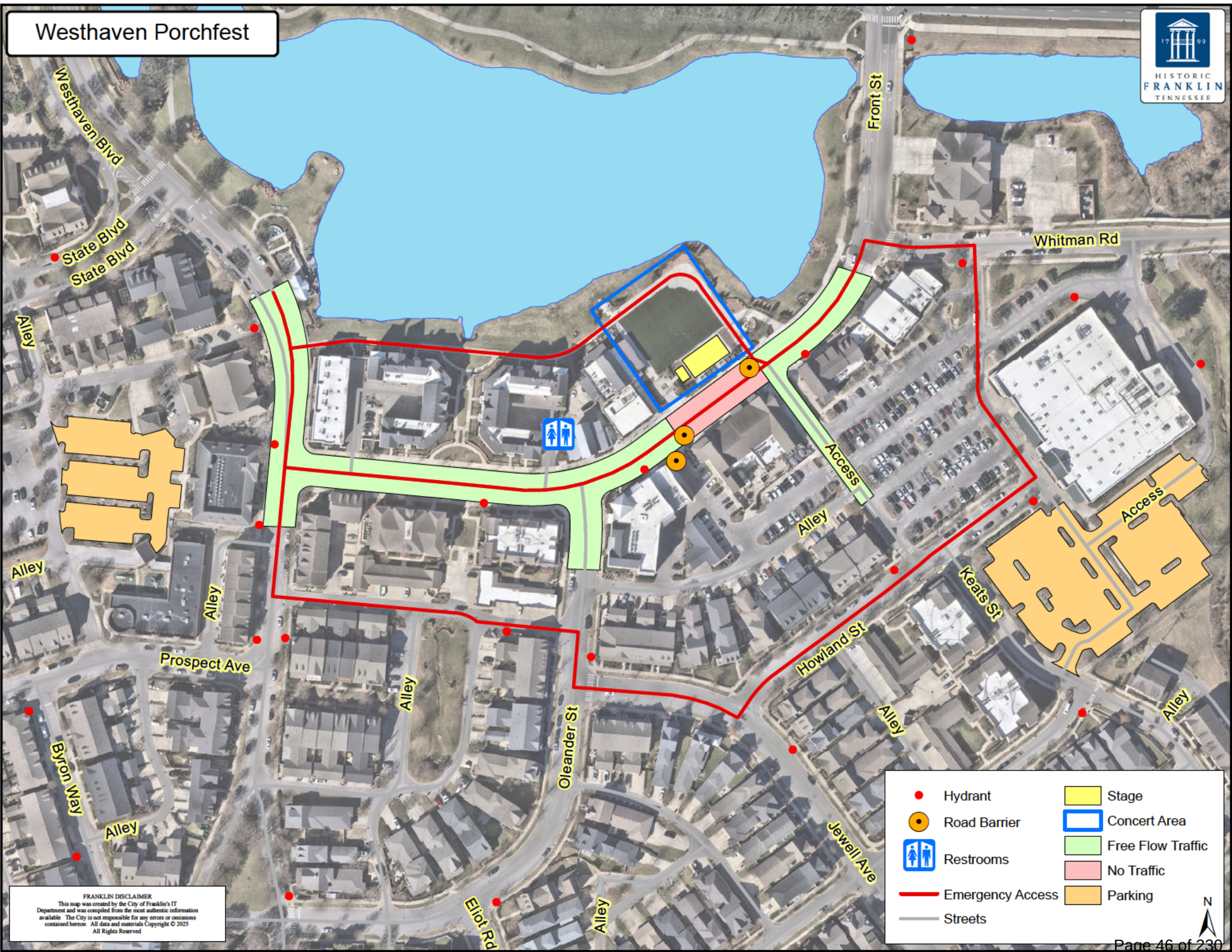
Authorized Signature: Jill Tomalty

Date: 07/25/2025

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.



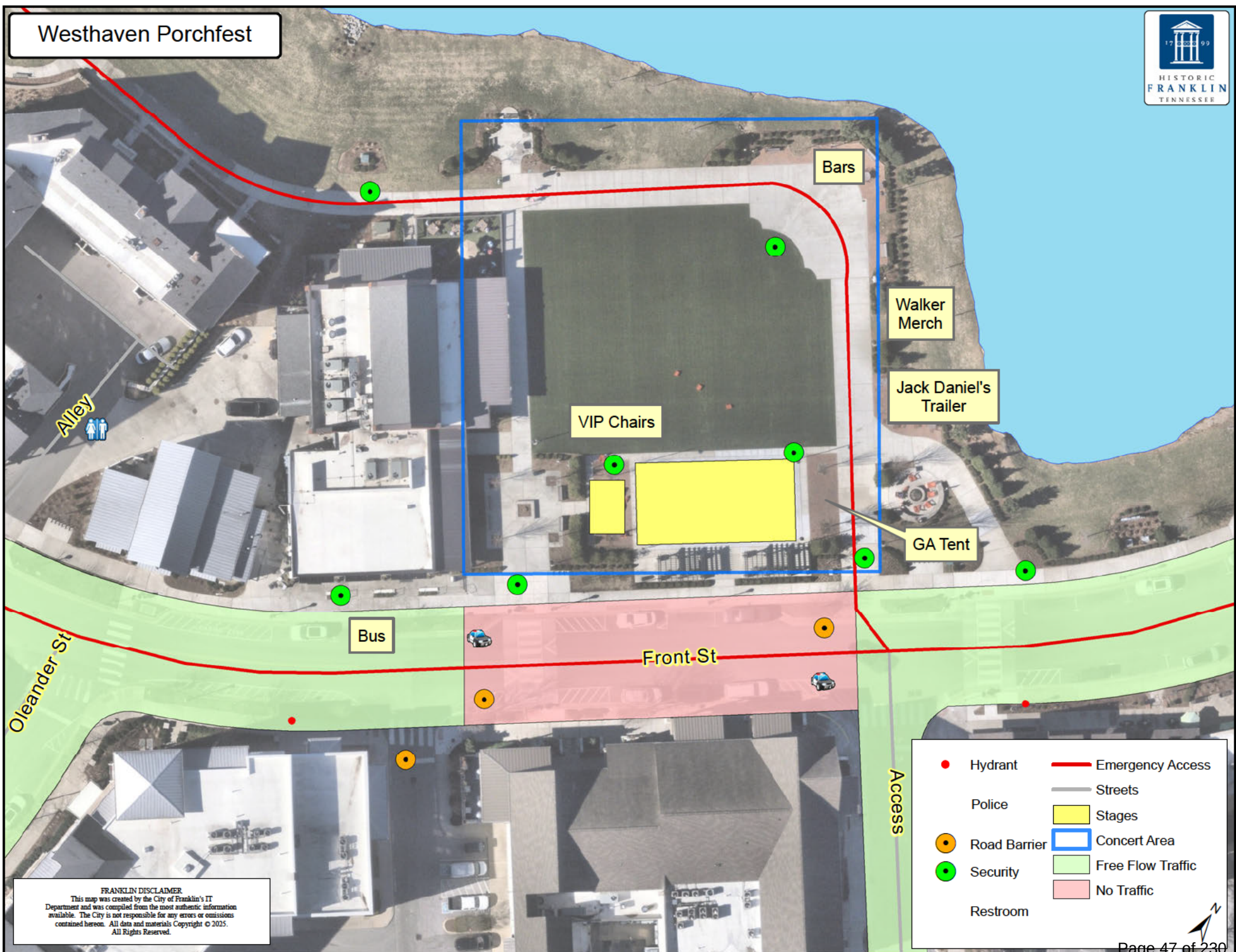
Westhaven Porchfest



- Hydrant
- Road Barrier
- Restrooms
- Emergency Access
- Streets
- Stage
- Concert Area
- Free Flow Traffic
- No Traffic
- Parking

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 herein. All data and materials Copyright © 2025. All Rights Reserved.

Westhaven Porchfest



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- Hydrant
- Police
- Road Barrier
- Security
- Restroom
- Emergency Access
- Streets
- Stages
- Concert Area
- Free Flow Traffic
- No Traffic

Date: August 8, 2025
Applicant: Jill Tomalty
Project Title: Porchfest 2025
Project Address:

Open Issues: 4

FIRE-Special Event

General Issues

2. Food Trucks

jonathand@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. **Not enforced at this time.**
9. Food trucks using propane must have an approved propane gas detector. **Not enforced at this time**

3. Mobile Food Vendor / Food Truck Video

jonathand@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>

4. Site Plan

jonathand@franklintn.gov Please provide the vendor tent and stage layout site plan, indicating location, tent size, stage size, food trucks, cooking vendors, etc. These are subject to a fire inspection by a Franklin Fire Inspector prior to the event.

Sanitation and Environmental Services

1. Solid Waste Service

bobby.sullivan@franklin.tn.gov SES can provide containers for this event as in years past. Rental fee per 96 gallon rollout container is \$9.50 per each container with a delivery, pickup, and disposal fee of \$63.06 per each 15 container load. Eight cubic yard dumpster containers may also be rented at a rate of \$110.00 per each dump. To request containers for this event, please contact Sherry Grisham at our office. Office number is 615-794-1516. Thank you for the opportunity to be of service.

Thank you, Wayne Sullivan

Staff Conditions:

Staff recommends approval of the event application with the following recommendations:

- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.

Police Department:

- Applicant will hire recommended number of City of Franklin extra duty officers.

Sanitation and Environmental Services Department:

- Applicant will contact Department to lease dumpsters and roll-out containers
- Applicant will provide volunteers to pick-up any trash associated with the event.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office

Billing and Licensing Department:

Applicant must obtain a Beer Permit from the City's Beer Board.



File #: 21-01010

DATE: August 12, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Chief Communications Officer
Lisa Clayton, Director of Parks & Recreation
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Event Permit For City Farmhouse Popup Fair At Bicentennial Park On November 7 - 8, 2025

PURPOSE:

The purpose of this memorandum is to outline recommendations for the City Farmhouse PopUp Fair at Bicentennial Park on November 7 - 8, 2025.

BACKGROUND/STAFF COMMENTS:

City Farmhouse has requested an event permit for the City Farmhouse Popup Fair at Bicentennial Park on November 7 – 8, 2025. The event includes over 40 curated antique, vintage, and artisan vendors, both locally and from across the U.S.; food trucks; and live music. The two-day ticketed event expects an attendance of 800.

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.

Risk Management:

- Applicant will provide certificate of insurance 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:

- Applicant will contact department for possible lease of dumpsters or roll-out containers.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, emergency access, and mobile food vendors.

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.

OFFICE USE

ONLY

Permit No:



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

1. **Name/purpose of event:** City Farmhouse Popup Fair
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed):*
Bicentennial Park Pavillion
400 5th Ave N
NO STREET CLOSURES REQUESTED
3. **Date or dates of event:** 11/06/2025, 11/08/2025
4. **Start/End Times of Event:**
Setup Thursday November 6 9 am - 4 pm
Fair Friday, November 7 9 am - 4 pm
Fair Saturday November 8 9 am - 3 pm Load-out at Fair end

What date/time will set-up begin? 11/6/2025 9:00 AM

What date/time will tear-down be complete? 11/8/2025 8:00 PM

**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*

5. **Time of Street Closure** *(if applicable):* 117 3rd Ave N **no street closures requested - mlm**
6. **An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 800 Event Staff/Volunteers: 11 Total: 811

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**
Kim Leggett
City Farmhouse
117 3rd. Ave, N.
Franklin, TN 37064

[Redacted]

Person in charge on day of event: Kim and/or David Leggett

Cell: [Redacted] **E-mail address:** [Redacted]

Name and Cell Number of at least two others available on day of event:

Name: David Leggett	Cell: [Redacted]	E-mail address: [Redacted]
Name: Stephanie Miller	Cell: [Redacted]	E-mail address: [Redacted]

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) :

City Farmhouse Popup Fair - Fall Event Summary

The inaugural City Farmhouse Popup Fairs founded in October of 2013, took place on a gorgeous farm just off Del Rio in Franklin, Tennessee. The event brought together 60+ antique, vintage and artisan vendors and hundreds of shoppers from across the U.S.; not only to the Fair, but to downtown Franklin shops, restaurants, and hotels. Local food trucks provided provisions, along with live music offering up popular tunes to enhance the shopping experience. In the years to follow the Fairs became a much anticipated spring and fall event.

One of our most popular outdoor Fairs was held at the Leipers Fork estate of Sony Music founder, Buddy Killen (City Farmhouse worked with Williamson County Codes for permitting, much like your requirements today). Following that Fair, and subsequent years thereafter, the Fairs were held at both Jameson and Liberty Halls at The Factory at Franklin. Once the Fairs popularity had grown to 60+ vendors, it became necessary for a large tent to be erected on the back parking lot at The Factory and the Fair swelled to 100 vendors.

In December of 2015, a special Christmas Fair was held at The Factory at Franklin, and featured Grammy winning music artist, Sheryl Crow as a guest vendor. Sheryl, known for her love of antiquing, and constant purchasing of such (said with a chuckle), had accumulated a little more than she had room for in the large barn located on her property. Sheryl, being the kind and generous soul that she is, donated all of the funds from the sale of her collection to the World Food Program, USA. The excitement drew local and national press, even Parade Magazine came to town! Read all about it here: <https://cityfarmhousefranklin.com/press-2>

With the onset of COVID, the last City Farmhouse Popup Fair was held in October, 2020, and throughout the pandemic the Fairs were paused.

The City Farmhouse Popup Fairs had become legendary, and throughout the years both vendors and shoppers alike have requested that City Farmhouse (the brand), bring the Fairs back. Over the years we have strongly considered it, but lack of an affordable venue prohibited the return of the beloved Fairs. That is until Mary Pierce told of a venue that was slated for completion in Downtown Franklin. A perfect spot for your popups, she said, and so it was that the old Georgia Boot Factory came alive once again and sparked the possibility of the return of the Fairs! But, this time, it was a little more to it than the excitement of a Fair with vendors selling their wares.

This time its just as much about a movement. A crusade, of sorts, to reignite the energy and passion for shopping the Fair as well as Downtown Franklin. And, most of all to lift up these vendors and these shops, restaurants and hotels with a feeling of excitement once again. Whether you are privy to this information, or not, the spirit of our beautiful town is a bit flat as of late. Retail sales are lackluster. Our Fair is a homecoming of those we consider our Fair family ... from local sellers to those far away ... Ohio, Georgia, Indiana, Alabama, and beyond. And, an introduction to some new folks too. A movement to put some merry into our season, smiles on our faces, connections and conversations, and a bit of jingle in our pockets. To wash away the thoughts in our heads to wonder if its all over, if we can at the very least learn from the popular Christmas tale of *How the Grinch Stole Christmas*, and cheerfully celebrate the upcoming seasons of Thanksgiving and the precious Birth of our Savior in the most beautiful venue, and the most town.

It is with great pleasure that David and I, respectively ask that the City of Franklin join us in bringing back the City Farmhouse Fall Popup Fair. Its a beautiful season to be in Franklin and we are thrilled to be the first to host an event at this gorgeous venue. We are committed to ensure the safety of our beautiful town, vendors, and guest, and are prepared to follow all the guidelines as is required for permitting by the City of Franklin and City of Franklin Parks.

Our website will be updated with Fair details this week; cityfarmhouseFRANKLIN.com. As of now we would love to share the website text details for the November 7-8 Fair, as this describes details of the Fair, along with information that is pertinent to the permitting.

After a 5-year hiatus, the City Farmhouse Fall Popup Fair is back at the beautiful new venue at Bicentennial Park in Downtown Franklin, Tennessee. The legendary event known for its curated vendors featuring creatively styled booths, is a two day fall extravaganza showcasing the talents of 40+ vintage, antique, and artisan vendors both local and across the U.S. The Fair was named one of the top five events to attend by Southern Living, a top event to attend by Garden & Gun + Country Living says, "It's Worth the Trip!"

Set against the backdrop of a lush forest of trees within the downtown park, (two blocks from Downtown's Main Street shopping and dining), the venue was once home to the Georgia Boot Factory. Joining the vendors, the Fair hosts food trucks and live acoustical music, making for an "All the Fall Feels Experience" in one of America's favorite small towns.

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: [CityFarmhousePopupFairsiteplan.pdf](#)

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: [CityFarmhousePopupFairsiteplan.pdf](#)

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?** No
IRS tax exemption letter:
14. **Will you charge an admission fee?** Yes
Average admission fee: 15.00
15. **Will you charge a vendor participation fee?** Yes
Average vendor participation fee? 400-650
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?** No
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?** No
20. **Will any sound amplification equipment be used during the event?** No

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.**

Yes,

40+ vendors depending upon booth size selection.

Booth sizes 10' wide x 15' deep or 20' wide x 15' deep Some vendors will split a 20 x 15 booth making for more vendors, but no size increase. Booth vendors will be listed on the City Farmhouse Franklin website with a link to their Instagram page. Once the Fair booths are selected and taken, I will update you with a complete list.

Food Trucks - Whitney's Cookies, Table of Contents (boutique sandwiches, salads, etc), Fruit Tea Chicks (Fruit Tea), and we would like to have a burger truck which would be the only food truck cooking on site.

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: [City Farmhouse Popup Fair Clean-up Plan.pdf](#)

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?** No

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?** No

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 LETTER AND LIST.pdf](#)

Good Neighbor Letter Mailing List: [GOOD NEIGHBOR LETTER AND LIST.pdf](#)



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: Kim Liggett Owner
(Signature and title – must be officer of organization)

Date: July 27-25

Approved by the Board of Mayor and Aldermen on _____, 20____

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

Event Name: City Farmhouse Popup Fair

Signature: _____



FORM C

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.

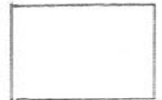
If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.



City Farmhouse Pop Up Fair Bathrooms



Park
Bathroom



City Farmhouse Popup Fair



Bicentennial Park

Ticketing Area

Martin Luther King Jr Ave

N Margin St

 Park Boundary

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 herein. All data and materials Copyright © 2023. All Rights Reserved.

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: Kim Leggett - City Farmhouse

Event Name: City Farmhouse Popup Fair

Event Date(s): 11/06/2025, 11/08/2025

1. **Time amplification equipment will be used:** From: To:
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:

Sound Amplification Map:

3. **For what purpose will sound amplification be used?** Please list all that apply:
4. **Type of Amplifier:**
- 5.

Number of Amplifiers:

Number of Speakers:

Number of Performers:

6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name:

Cell:

E-Mail:

Name:

Cell:

E-Mail:

Authorized Signature: Kim Leggett

Date: 07/27/2025

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.

Open Issues: 3

FIRE-Special Event

General Issues

2. Site Plan

jonathand@franklinton.gov Will there be any food vendors or tents on site? These are subject to a fire inspection by a Franklin Fire Inspector before the event.
[Edited By Jonathan Dye]

3. Bicentennial Park Special Event Application

jonathand@franklinton.gov Please address the following fire safety requirements for your proposed event at Bicentennial Park:

1. **Tents** – Tents with roofs are not permitted. If a tent is required for display purposes, only the open frame is allowed.
2. **Decorations** – All decorations must comply with the testing methods of **NFPA 701** or an equivalent standard, as required by **Section 806.4 of the Fire Code**. Curtains, draperies, fabric hangings, and similar combustible decorative materials must meet this standard.
 - To ensure sprinklers function as designed, drapes and similar hangings must be centered between sprinkler branch lines and maintained at least **18 inches** away from sprinklers, both vertically and horizontally.
 - Decorations hung from the ceiling must not interfere with the sprinkler system's operation.
3. **Pavilion Enclosure** – If the pavilion is enclosed with sides during the event:
 - No cooking is allowed inside.
 - Only forced-air heating is permitted.
 - No open-flame appliances or heaters are allowed.

Note: This is not a complete list of requirements. Additional considerations may apply, including large tents on the grounds, food vendor operations, and other life safety components such as maintaining proper means of egress.

Sanitation and Environmental Services

1. Solid Waste Service

bobby.sullivan@franklintn.gov Thank you for your cleanup plan document. Rollout containers can be rented for a fee of \$9.50 per each 96 gallon container. Delivery, pickup, and disposal rates will be based on the number of containers requested and will be provided in the quote you have requested. Eight cubic yard dumpsters are also available to rent at a rate of \$110.00 per dump. We look forward to working with you on your event and appreciate you reaching out to request a quote. Sherry will get back with you soon. Thank you.

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 detailed map/layout to City detailing location of tents, vendors, etc. prior to event.

Risk Management:

- Applicant will provide certificate of insurance 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:

- Applicant will contact department for possible lease of dumpsters or roll-out containers.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, emergency access, and mobile food vendors.

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 #: 21-01012

DATE: August 12, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks & Recreation
Milissa Reiersen, Chief Communications Officer
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Resolution 2025-62, A Resolution To Approve May Me The Mule At Carter's Hill Park At 1221 Columbia Avenue
CWHC 5/8/25
HZC 7/14/25, 8-0
FPAC 7/16/25, 7-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-62, approving the installation of a statue at Carter's Hill Park at 1221 Columbia Avenue.

BACKGROUND/STAFF COMMENTS:

The Battle of Franklin Trust has proposed the installation of a statue at Carter's Hill Battlefield Park (1221 Columbia Avenue).

May Me, the Mule, was the lead draft animal for the 6th Ohio Calvary while they were in Franklin during the Civil War. The statue will be life-sized, made of bronze, and mounted on an aggregate base. It is the latest piece to the Artillery Exhibit east of Columbia Avenue. The proposed statue has been reviewed by the Civil War Historical Commission, the Historic Zoning Commission, and the Franklin Public Arts Commission, who have all recommended its approval.

The statue will be created by local artist Janel Maher. All funds needed to create and install the statue have been raised. Maintenance and upkeep will be provided by the City of Franklin.

FINANCIAL IMPACT:

Once installed, the City of Franklin Parks and Recreation Department will be responsible for the statue, including any future maintenance or upkeep.

RECOMMENDATION:

The Franklin Public Arts Commission and the Historic Zoning Commission voted to recommend approval of the statue to the Board of Mayor and Aldermen.

RESOLUTION 2025-62

A Resolution Approving May Me the Mule Public Art Installation at Carter's Hill Park (1221 Columbia Avenue)

WHEREAS, the Battle of Franklin Trust submitted a proposal for an art installation at Carter's Hill Park at 1211 Columbia Avenue to the Franklin Public Arts Commission; and

WHEREAS, the life-size bronze statue is in honor of May Me, the Mule, the lead draft animal for the 6th Ohio Calvary while they were in Franklin during the Civil War; and

Whereas, the statue will be the latest addition to the Artillery Exhibit east of Columbia Avenue; and

WHEREAS, the Battle of Franklin Trust has secured all funding for the installation; and

WHEREAS, City of Franklin staff have reviewed and approved the location for the placement of the installation; and

WHEREAS, the Historic Zoning Commission has reviewed the project and is recommending approval of the installation; and

WHEREAS, the Franklin Public Arts Commission was established to review and make recommendations concerning all aspects of public art and is recommending approval of the installation.

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

Section 1. Based on the recommendations for approval by the Historic Zoning Commission and the Franklin Public Arts Commission, the May Me, the Mule public art installation is hereby approved.

Section 2. Once installed, the City shall maintain the statue for the lifetime of the statue.

Section 3. The installation shall be the responsibility of the Battle of Franklin Trust and the City of Franklin.

It is so RESOLVED and done on this ____ day of _____, 2025.

ATTEST:

By: _____

Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____

Dr. Ken Moore
Mayor

DATE: July 10, 2025

TO: Franklin Public Arts Commission

FROM: Monique McCullough, Special Events/Public Outreach Supervisor

SUBJECT: May Me Statue Proposal

We received an application from the Battle of Franklin Trust and the City of Franklin Parks Department for the installation of a statue at Carter Hill Battlefield Park (1221 Columbia Avenue).

May Me, the Mule, was the lead draft animal for the 6th Ohio Calvary while they were in Franklin during the Civil War. The statue will be life-sized, made of bronze, and mounted on an aggregate base. It is the latest piece to the Artillery Exhibit east of Columbia Avenue. Once completed, the exhibit will consist of:

- 6 cannons
 - 4-3" rifled cannons of the 1st Kentucky Battery (closest to Columbia Avenue)
 - 2-cannons of the 6th Ohio Battery (1221 Columbia west adjacent to the most eastern stake and rider fence)
 - 1-napoleon 12" cannon with brass cylinder
 - 1-3"rifled cannon
- A limber example
- A caisson example
- A draft mammal example - May Me the Mule

The statue will be created by local artist Janel Maher. All funds needed to create and install the statue have been raised. Maintenance and upkeep will be provided by the City of Franklin.



CITY STAFF	
Received by:	_____
Date:	_____

APPLICATION FOR PLACING ARTWORK ON CITY OF FRANKLIN PROPERTY

Thank you for your interest in placing artwork on property owned by the City of Franklin.
Please complete and submit this application, along with the proposal, to:

Franklin Public Art Commission
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Please review the attached Policies and Procedures. For assistance, please contact the Public Outreach Specialist at 615-550-6606 or CityofFranklin@FranklinTN.gov. The Franklin Public Art Commission reserves the right to request additional information in order to process an exhibition proposal.

APPLICANT			
Name(s)/Organization: <u>CITY OF FRANKLIN PARKS AND THE BATTLE OF FRANKLIN TRUST</u>			
Contact: <u>LAURIE McPEAK / ERIC JACOBSON</u>			
Address: <u>1345 EASTERN FRANK CIRCLE / 1140 COLUMBIA AVE</u>			
City: <u>FRANKLIN</u>	State: <u>TN</u>	Zip: <u>37064</u>	
Phone: <u>(615) 794-0903</u>	Fax: _____		
Email: <u>laurie@boff.org</u>	Website: <u>boff.org</u>		
Conflicts of Interest (disclose any active contracts or contract negotiations with the City): <u>N/A - HAVE AFFIDAVIT NOTARIZED BY OWNER, CITY OF FRANKLIN PARKS</u>			

PROPOSED ARTWORK

Title of proposed artwork or exhibition

MAYME - COMPLETION OF ARTILLERY DISPLAY AT COTTIN GIN SITE

Labeling - include artist's name, date of creation, materials used (optional), short explanation of work (optional), donor's name, when applicable

- JANEL MAHER, ARTIST
- MAQUETTE CREATED IN 2022, Life-sized to be completed UPON APPROVAL
- BRONZE, MOUNTED ON LEVEL W/GROUND AGGREGATE BASE, JUST AS OTHER ARTILLERY PIECES.

(Optional) Proposed City-owned site for placement:

1221 COLUMBIA AVE (A) 35.91614, -86.87258

Participants (list anyone that will be involved in the project):

THE PARKS DEPT, BOFT, CIVIL WAR HISTORICAL COMMISSION, HZC (after DRC), AND ANYONE WANTING TO KNOW MORE ABOUT HOW MAMMALS WERE USED DURING THE WAR, OR JUST WANTING TO TAKE A PICTURE WITH MAYME. WE HOPE TO BUILD A CHILD'S ACTIVITY BOOK W/ VISIT FRANKLIN TO USE BOTH MAYME AND HARVEY (IN CARTER HOUSE VC) TO EXPLORE ALL PARTS OF THE BATTLEFIELD, CITY, AND COUNTY.

ARTWORK DETAILS

Please attach a proposal that includes the following:

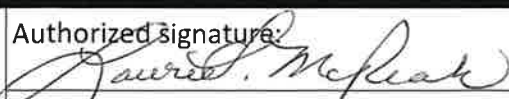
1. Narrative description of the artwork or project including:
 - a. Concept
 - b. Aesthetic vision
 - c. Artist involvement
 - d. Materials
 - e. Processes
 - f. Durability
 - g. Other relevant information
2. Timeline and detailed installation plan (including specific required components for installation)
3. Budget and funding (explain project budget and how it will be funded)
4. Maintenance plan while the piece is on display (whether temporary or permanent)
5. Qualifications including:
 - a. Artist(s) resume/bio
 - b. Examples of past exhibits or similar projects
6. Visuals including:
 - a. Sketches, photographs, or other documentation of sufficient descriptive clarity to indicate the nature of the proposed art including an accurate description of colors
 - b. (If applicable) Digital, color images of artworks in exhibition
 - c. A site plan clearly showing the dimensions and the location of the art and its relation to pedestrian path of travel on the site and in the vicinity, including adjacent rights-of-way.
 - d. An elevation or perspective rendering showing the streetscape view of the art including the street elevations of adjacent properties
 - e. Digital images of past exhibits or similar projects
 - f. Maquette or rendering of artwork(s)

Submit application and supporting materials to:

Franklin Public Art Commission
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Or electronically at: CityofFranklin@FranklinTN.gov

APPLICANT'S AUTHORIZATION TO INITIATE REVIEW OF AN EXHIBITION PROPOSAL

Authorized signature: 	Signature of Legal Guardian if Artist is a minor:
Print name: LAURIE S. McPEAK	Date: 7/1/25

BATTLE OF FRANKLIN TRUST

Learn how the Civil War redefined America.

Proposal

May Me the Mule, 6th Ohio Battery

Completing the Artillery Display

City of Franklin Parks, Carter Hill Battlefield Park East of Columbia
1221 Columbia Avenue, @ 35.91614, -86.87258



Artist Janel Maher, bronze, finished size @ 9' x 4' x 5'

After receiving approval from the Civil War Historical Commission, in partnership with landowner, the City of Franklin Parks, The Battle of Franklin Trust seeks HZC approval to complete the Artillery Exhibit east of Columbia at Carter Hill Battlefield Park, City of Franklin Parks.

May Me the Mule to be made of bronze, and life sized. Estimated bronze finished size to be 9 feet front hoof to tail, 4 feet wide, and at tallest point (ears) @5 feet, and weigh approximately 900-1,100 lbs. An aggregate flush rectangular concrete pad to be poured in coordination with Parks, just as with the three Kentucky cannons, limber wagon, and caisson. The approximate 6-inch clearance around the finished bronze calls for finished base to be @10 feet, by 5 feet (50 square feet of grass).



Enclosed pictures attempt to illustrate the approximate location of May Me within the park in relation to where she pulled her 6th Ohio cannons into place, and took cover in the sitting position, behind the cotton gin foundation. Funding for May Me is complete. It will take 6-12 months to complete, deliver, and install.

The park pathway holds interpretive markers and a bench, and May Me's proposed location is further north, and surrounded by grass. The Trust leaves the specific final location in partnership with Parks to allow for any necessary pathway regulations.

May Me, of the 6th Ohio is another example of another avenue to teach about life in America during the Civil War. Currently in Franklin's public square there is a city of Franklin (upright marker) that is about the battle. The black iron marker includes the number of US wagons that entered town that day (@800), and the approximate "draft" animals at 3,500. At the time of the battle the city of Franklin's people population was @750. The number of wagons outnumbered the citizens, and the number of draft animals was greater than 4 and ½ times the number of citizens. This is in addition to the approximate 40,000 US and CSA soldiers that descended upon town on November 30, 1864.

While draft animals were not unique to the Civil War, through our community partners at Williamson County Historical Society, and their historical journals, we know that May Me was here in Franklin, and the lead draft animal for the 6th Ohio November 30, 1864. As recorded in letters home to his sweetheart, Adam Weaver of the 104th Ohio Vol Infantry writes of both Harvey, the dog mascot, as well as a Mule of the 6th Ohio. The mule wore a felt hat with holes for its ears cut out, that after pulling the cannon, limber and caisson in place, was trained to move behind the line, sit, and rest before she was called back to duty to transport to the next location.

There are very few historical markers which tell the history of horses, and even less noting mules. Williamson County, until recent years, was a very agriculture centered county, not just during wartime. May Me the mule creates the teaching opportunity to tell citizens and visitors to the area about both wartime and the history of Williamson County.

Bronze was chosen not only for its durability, but also for connectivity to the rest of the Artillery Display there at the park. The base material of aggregate was also chosen for continuity. Below are additional pictures of the bronze maquette the artist created. Realizing the life-sized bronze will not be identical to the maquette, the maquette illustrates the artist's ability to capture realistic attributes such as mules typically having larger ears than horses, but smaller than a donkey. The soldier that documented May Me's name and position, also noted the felt hat with holes cut for May Me's ears. The artist intends to use different coloring for May Me's felt hat, similar to what she has done for the bronze maquette.

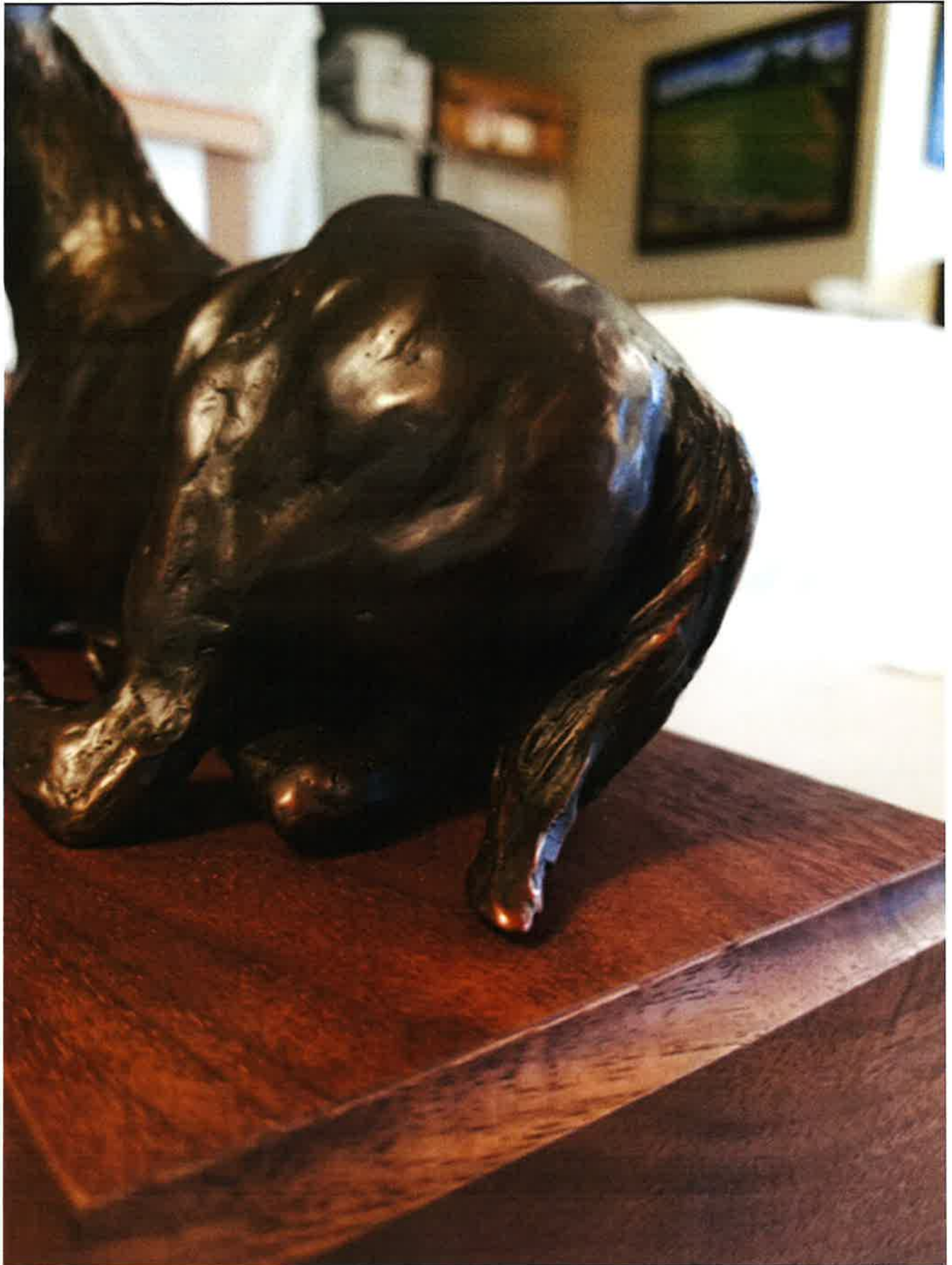




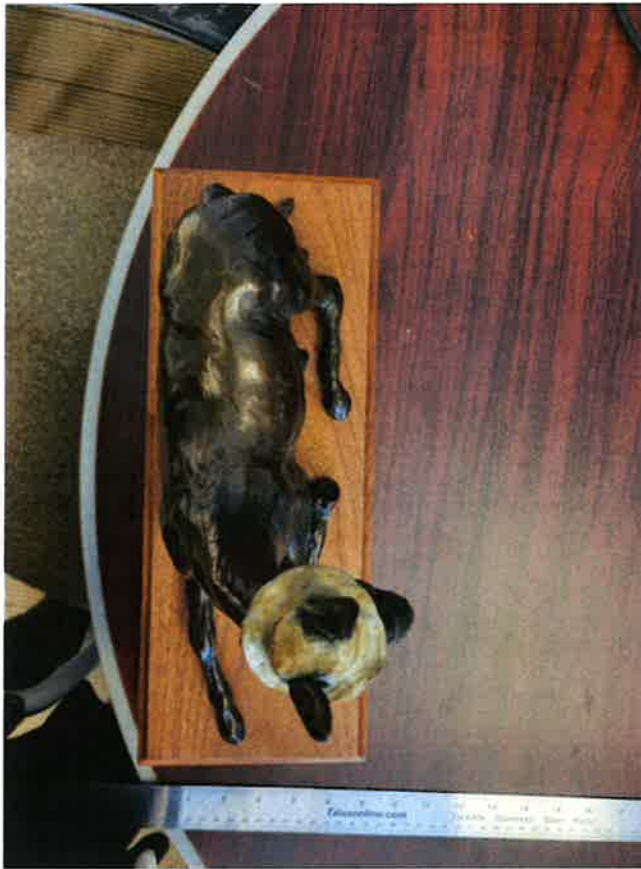












1345 Eastern Flank Circle, Franklin, TN 37064 boft.org (615)794-0903

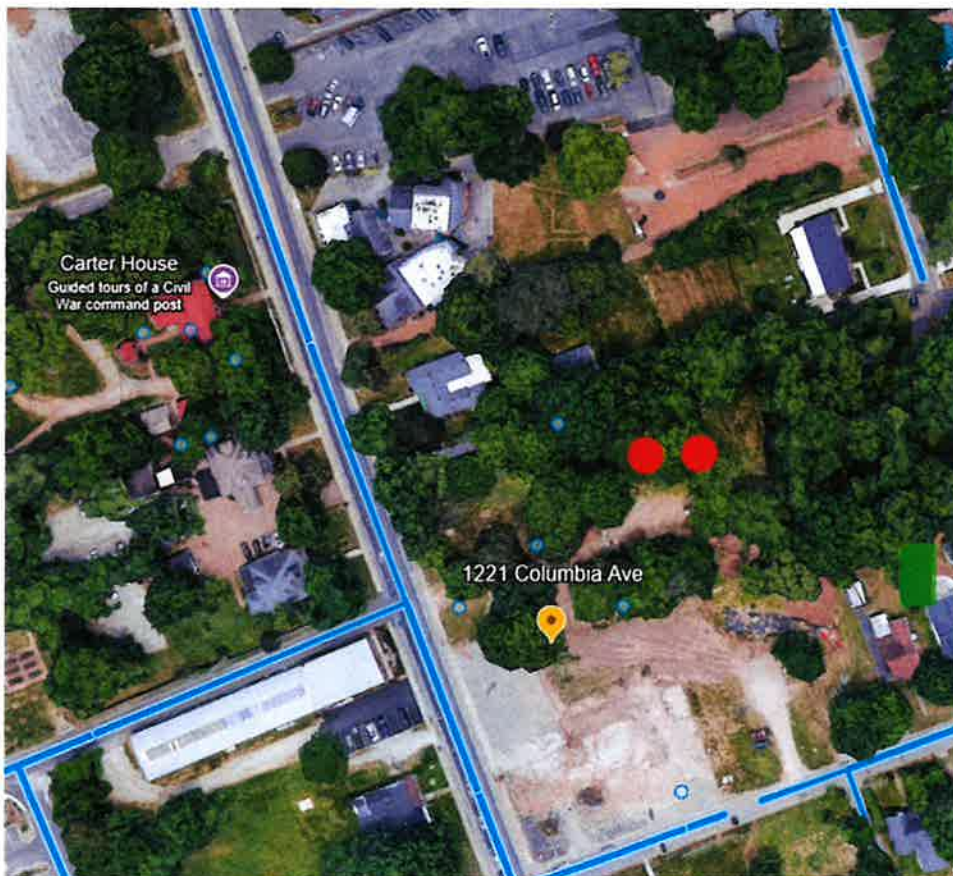
May Me's estimated bronze finished size to be 9 feet front hoof to tail, 4 feet wide, and at tallest point (ears) @ 5 feet, and weigh approximately 900-1,100 lbs. The image below was created by the artist to help us visualize this estimated size with an average sized adult female. Please note, this picture has May Me elevated about 12-14", but after consultation with Parks, it has been decided she will be mounted just as the other artillery pieces; cannons, limber and caisson. Aggregate slab level with the ground with approximately 6-inch clearance on each side. Once the foundry has reached the appropriate point in her creation, they will alert us to the finished weight, and together with the Parks, the appropriate strength aggregate will be poured.



Next attachments are proposed location images due to Google Earth not having a current satellite image of this section of Carter Hill Battlefield Park.



Unfortunately Google Earth imagery as of June 23 2025 does not hold the present day satellite imagery of 1221 Columbia Avenue, and hence the foundation of the cotton gin. However the 2D imagery on the ground does have while not a present day, a more modern image of 1221 that does indicate archaeology found cotton gin foundation along the upper right side of the image above. The proposed possible sites for May Me are indicated by the two red dots noted in the above picture. And below on current Google Earth image @ GPS 35.91614, -86.87258



Due to Google Earth current imagining not having the most current view of this portion of the City of Franklin Carter Hill Battlefield Park east of Columbia, and exact final positioning will be coordinated and determined with City of Franklin Parks project lead we have note the approximate GPS coordinates as 35.91614, -86.87258, but are submitting the HZC pictures of the area, both from the proposed May Me the Mule location, and toward the May Me Mule location.

There are multiple existing fixtures and path in which narrow the possible logical final location of the life-sized, in sitting position May Me:

- Cotton Gin foundation
- Walking pathway from Cleburne, through the park to Columbia
- Interpretive signage along the pathway
- Artillery Display in its current state with
 - Two Cannons of the 6th Ohio
 - Three to Four cannons of the 1st Kentucky
- Pathway Bench

1) Perspective from Cleburne to proposed location of May Me (noted in red)



HZC – BOFT proposed May Me locations at 1221 Columbia Ave – COFPark East of Columbia

- 2) From the most western 6th Ohio cannon toward proposed May Me location (noted in red, behind ABT sign)



HZC – BOFT proposed May Me locations at 1221 Columbia Ave – COFPark East of Columbia

- 3) Perspective from most southern and west side of the Cotton Gin foundation to proposed possible locations of May Me (noted in red)



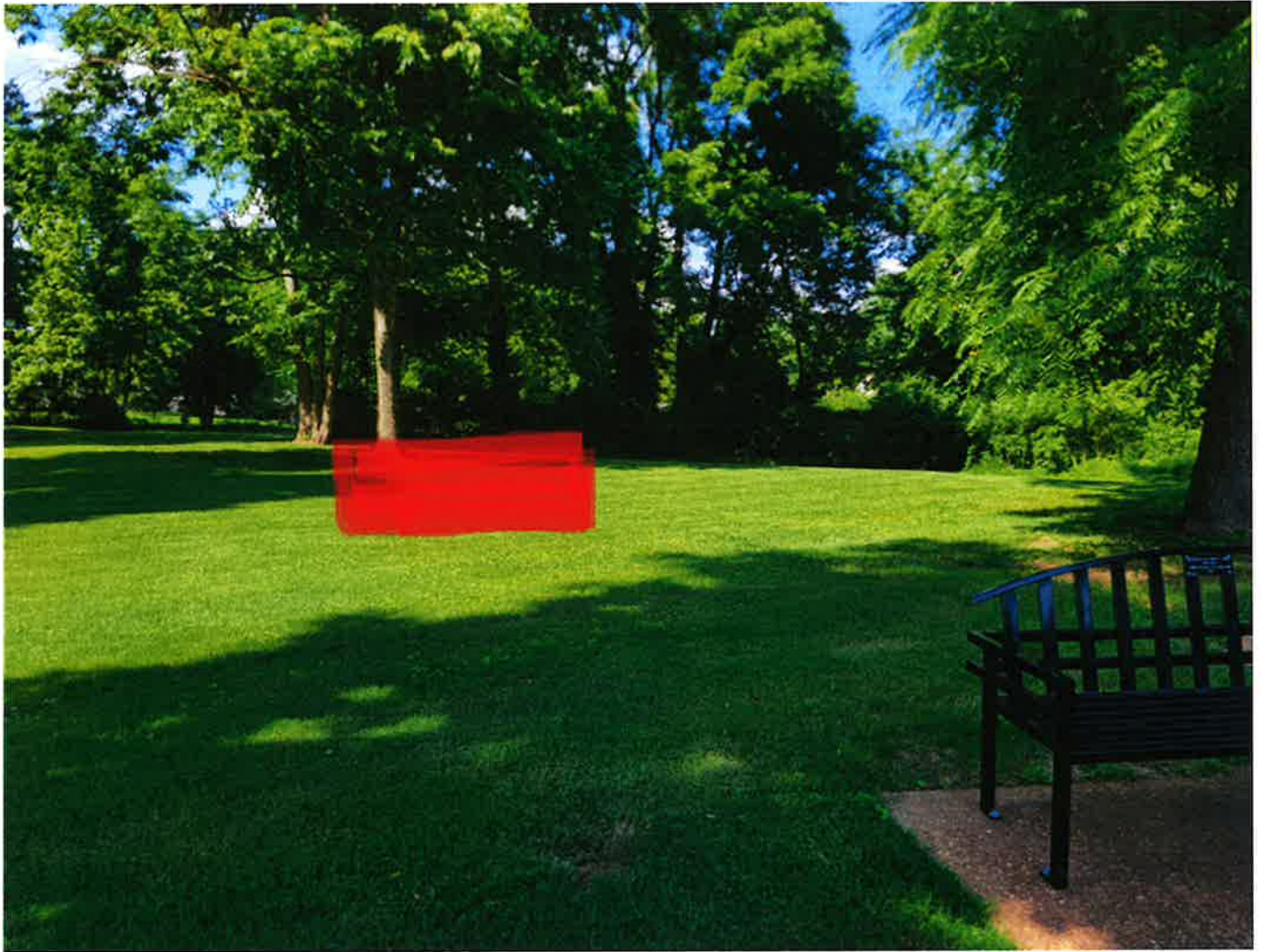
HZC – BOFT proposed May Me locations at 1221 Columbia Ave – COFPark East of Columbia

- 4) Perspective from most northern portion of cotton gin to proposed location of May Me (noted in red)



HZC – BOFT proposed May Me locations at 1221 Columbia Ave – COFPark East of Columbia

- 5) Perspective from pathway by bench to proposed location of May Me (noted in red). Her finished size in sitting position is approximately 9 feet long, 3 feet wide/deep, and head 4.5 feet at highest point. Which is slightly larger than the pathway bench to the right which is approximately 74" (6.1') x 24.25" (2.5') x 35" (2.91') tall



- 6) From south of the pathway toward NE toward proposed location of May Me. Her finished size in sitting position is approximately 9 feet long, 3 feet wide/deep, and head 4.5 feet at highest point. Which is slightly larger than the pathway bench to the right which is approximately 74" (6.1') x 24.25" (2.5') x 35" (2.91') tall



- 7) Perspective from behind three first KY cannons toward proposed location of May Me (noted in red)



- 8) Perspective from the first interpretive markers as one enters the park from Columbia towards proposed area for May Me (noted in red).



- 9) From proposed May Me (noted in red) location towards the cotton gin foundation, ABT signage and bench to the right



- 10) From proposed May Me (noted in red) location toward Columbia Avenue entrance to the park and cannons.

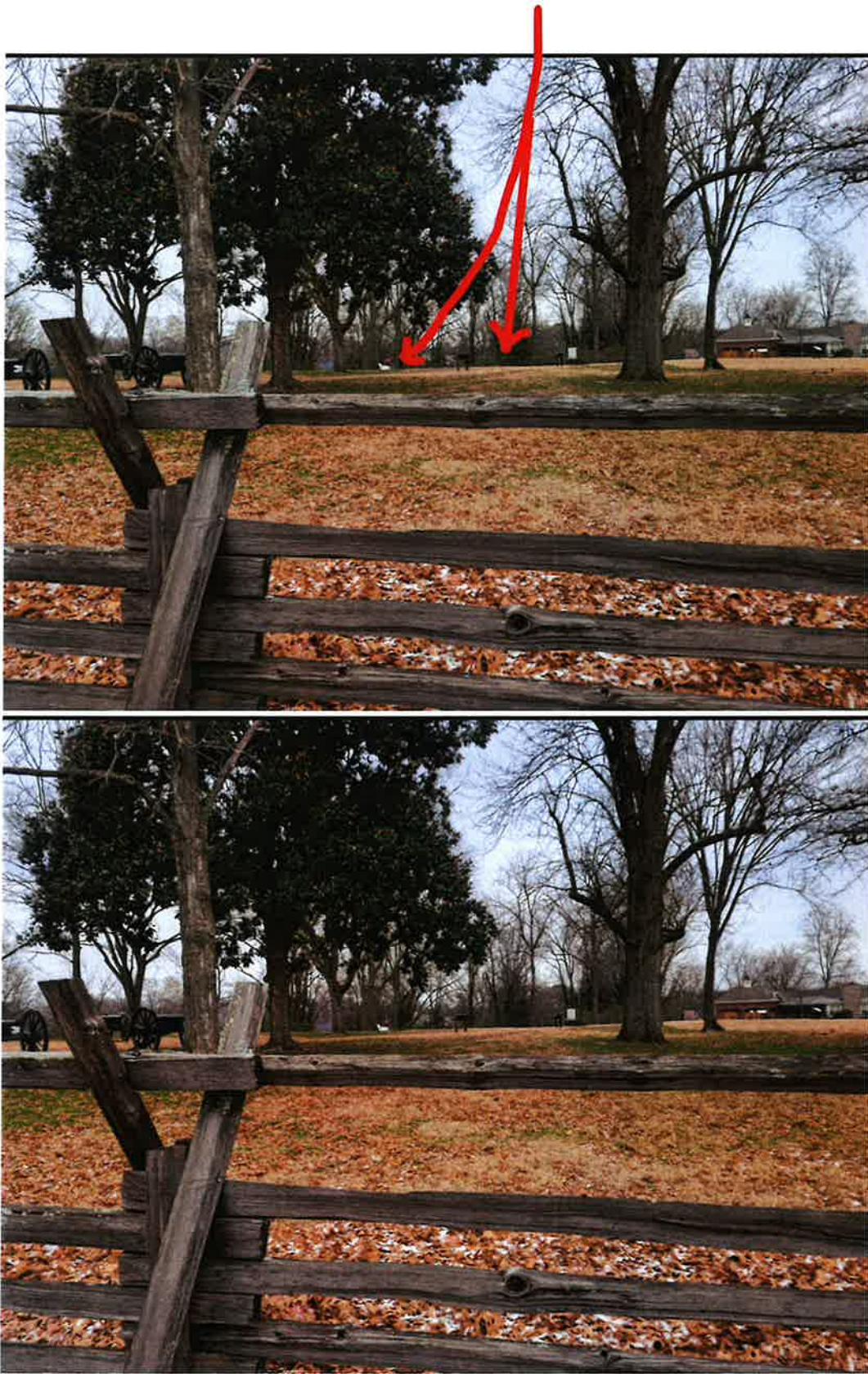


11) From proposed May Me (noted in red) location towards the Columbia and Cleburne intersection.



Winter pictures of possible positioning





Janel Maher Fine Art

(//JANELMAHER.COM/)

HOME ([HTTPS://JANELMAHER.COM](https://janelmaher.com)) PORTFOLIO ([HTTPS://JANELMAHER.COM/WORKS](https://janelmaher.com/works))

[ABOUT](https://janelmaher.com/about) ([HTTPS://JANELMAHER.COM/ABOUT](https://janelmaher.com/about))

BLU PONY® AND FRIENDS ([HTTPS://JANELMAHER.COM/COLLECTIONS/191126](https://janelmaher.com/collections/191126))

SCULPTURES ([HTTPS://JANELMAHER.COM/COLLECTIONS/50227](https://janelmaher.com/collections/50227))

PAINTINGS AND PRINTS ([HTTPS://JANELMAHER.COM/COLLECTIONS/46452](https://janelmaher.com/collections/46452))

NEW WORK ([HTTPS://JANELMAHER.COM/PAGE/12367](https://janelmaher.com/page/12367))

CONTACT ([HTTPS://JANELMAHER.COM/CONTACT](https://janelmaher.com/contact))

GALLERIES ([HTTPS://JANELMAHER.COM/GALLERIES](https://janelmaher.com/galleries))

ABOUT THE ARTIST



Janel Maher

Janel Maher's sculptures are known for capturing the heart, soul and very essence of one of our greatest treasures – the horse. Janel's bronzes can be found among collectors throughout the United States, Europe and South America with two perpetual trophies in England and South Africa.

Janel's passion for capturing an individual horse's character and conformation is evident in her commissioned pieces that range from sculptures of National Champions to the monument at Thoroughbred Motor Cars. Martin Bennett, President of Thoroughbred Motor Cars, says "Janel managed to absorb the philosophy which drives our company and express it through her marvelous interpretation of the horse on our logo."

Growing up in Colorado, Janel Maher dreamed of horses in her youth. "My early drawing and painting set the stage for my wish to become an artist. I was always fascinated with animals, horses in particular. Many of my paintings or sculptures are inspired by my own horses, poetry, a song, or

sometimes just a comment I've heard. It is always my goal for the viewer to see a subject that breathes life."

Janel was the winner of the prestigious Marilyn Newmark Memorial Award for realism at the 2013 American Women Artists 25th Annual Juried Art Show for the bronze "Cheval" She also was awarded the Presidents Award at the Women Artists of the West 45th Annual Juried Art Show for the bronze "Galileo" This was the first time that this award was presented to a sculptor.

In describing the bronze "Ponies Before the Storm," one collector says, "Horses run through Janel Maher's hands...and she stops them in bronze so we can touch them."

AWARDS

Janel with the President's Award – Janel's Bronze Galileo won the President's Award
at the 45th Annual National Exhibition of the Women Artists of the West, the first time it was awarded to a sculptor.



November 6, 2015 – <http://www.waow.org/> (<http://www.waow.org/>)

American Women Artists President Ann Larsen presents Janel with the Marilyn Newmark Memorial Award



November 1, 2013 - <http://www.americanwomenartists.org>

(<http://www.americanwomenartists.org>)

[click here for the announcement.](#)

(<http://archive.constantcontact.com/fs193/1102452079468/archive/1115539692>)

MEMBERSHIPS

Women Artists of the West

(<http://www.waow.org/members/assoc/MaherJanel/MaherJanel.shtml>)

The American Academy of Equine Art (<http://www.aaea.net/members>)

American Women Artists

(<https://americanwomenartists.org/membership/associate-w-distinction-directory.html>)

The National Sculpture Society
[\(https://nationalsculpture.org/author/janel_maher/\)](https://nationalsculpture.org/author/janel_maher/)

UPCOMING EVENTS

CLICK FOR MORE INFO
 (HTTPS://JANELMAHER.COM/EVENTS)

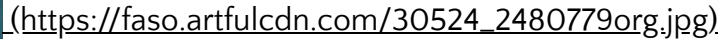
- 3/1/2024 - 6/23/2024 54th WAOW National Exhibition - 'Deamweavers', Phippen Museum in Prescott, Arizona
 (<https://janelmaher.com/event/199146/54th-waow-national-exhibition-deamweavers>)

PAST EVENTS

CLICK FOR MORE INFO (HTTPS://JANELMAHER.COM/?KEYVALUE=30524&PAGE=PASTEVENTS)

- Women Artist of the West National Juried Exhibitions
 - Women Artists of the West Juried Spring Showcase
 - American Women Artists on line Juried Shows and National Exhibitions
 - Women Artists of the West on line Juried Shows
 - The Tennessee Art League Gallery
 - Cheyenne Frontiers Days Old West Museum - Western Spirit Art Show and Sale
 - Imagine Gallery - Franklin, Tennessee
 - Women's History Month Art Show, CAC Gallery - Estes, Colorado
 - Tennessee State Museum - Romance of the Horse Exhibit
-

Janel was featured in the October 2010 Nashville Arts Magazine –
(<https://userfiles.faso.us/30524/6081.pdf>).



Fine Art Views Feature Article (<http://faso.com/fineartviews/72801/faso-featured-artists-artist-janel-maher>)



File #: 21-01014

DATE: August 12, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks & Recreation
Milissa Reiersen, Chief Communications Officer
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Resolution 2025-63, A Resolution Assigning Naming Rights To Noon Rotary Rodeo Plaza
FPAC 7/16/25, 7-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-63, assigning naming rights to Noon Rotary Rodeo Plaza.

BACKGROUND/STAFF COMMENTS:

To commemorate the 75th Anniversary of the Franklin Rodeo, the Franklin Noon Rotary Club and the City of Franklin Parks and Recreation Department propose dedicating a designated space within Jim Warren Park as a public-private partnership. This chosen site was the location of the rodeo for 51 years before its relocation to the Williamson County Agricultural Center. Jim Warren Park continues to be a cherished part of the event, serving as the staging area for the iconic rodeo parade. The Franklin Noon Rotary Club's initiative to establish a space for a statue and historical display ensures the enduring legacy of this beloved event and pays tribute to the countless individuals who have dedicated themselves to preserving it. This thoughtful addition not only honors the rodeo's rich history but also provides a meaningful connection for future generations to appreciate and enjoy.

FINANCIAL IMPACT:

There is no direct financial impact to assigning naming rights to the Noon Rotary Rodeo Plaza.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-63.

RESOLUTION NO. 2025-63

RESOLUTION TO ASSIGN NAMING RIGHTS TO THE NOON ROTARY RODEO PLAZA

WHEREAS, the City of Franklin purchased and developed the Jim Warren Park to serve as a community hub and recreational area near downtown Franklin; and

WHEREAS, the City desires to name the plaza within the Jim Warren Park "The Noon Rotary Rodeo Plaza" in recognition of the Franklin Noon Rotary Club's significant contributions to the community; and

WHEREAS, since 1949, the Franklin Rodeo, presented by the Franklin Noon Rotary Club, has become a cherished tradition, celebrating over seven decades of excitement and community impact as the largest rodeo east of the Mississippi; and

WHEREAS, the Franklin Noon Rotary Club was chartered on January 13, 1948, and has grown from its original 14 members to over 160 active and honorary members, representing a diverse cross-section of business and community leaders; and

WHEREAS, the Franklin Rodeo began as a fundraising project for the newly formed Franklin Noon Rotary Club, with the first event held on May 6, 1949, featuring a parade led by Tennessee Governor Gordon Browning; and

WHEREAS, the Franklin Rodeo has overcome early challenges and fluctuating success to become a lasting tradition, generating millions of dollars over the past seven decades to support community causes, including college scholarships, medical care, public school needs, and other charitable endeavors; and

WHEREAS, the Franklin Rodeo continues to be an integral part of the Franklin community, now sanctioned by the PRCA (Professional Rodeo Cowboys Association), attracting over 18,000 attendees annually and featuring nationally ranked contestants and top-tier bucking stock; and

WHEREAS, the statue within "The Noon Rotary Rodeo Plaza" will stand as a focal point and testament to the resilience, character, and philanthropic spirit of the Franklin Noon Rotary Club and the community it serves; and

WHEREAS, the Franklin Public Arts Commission has reviewed the statue and is recommending approval of the installation as part of the Noon Rotary Rodeo Plaza; and

WHEREAS, 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.

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

The plaza within Jim Warren Park shall be named "The Noon Rotary Rodeo Plaza", honoring the legacy of tradition, community, and the enduring impact of the Franklin Rodeo and the Franklin Noon Rotary Club. The plaza may include public art, trails, play equipment, benches, signage, and other amenities.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Angie Skarp
City Recorder Mayor

By: _____

Dr. Ken Moore

Approved as to Form:

By: _____

J. Blake Harper
Staff Attorney

DRAFT

DATE: July 10, 2025

TO: Franklin Public Arts Commission

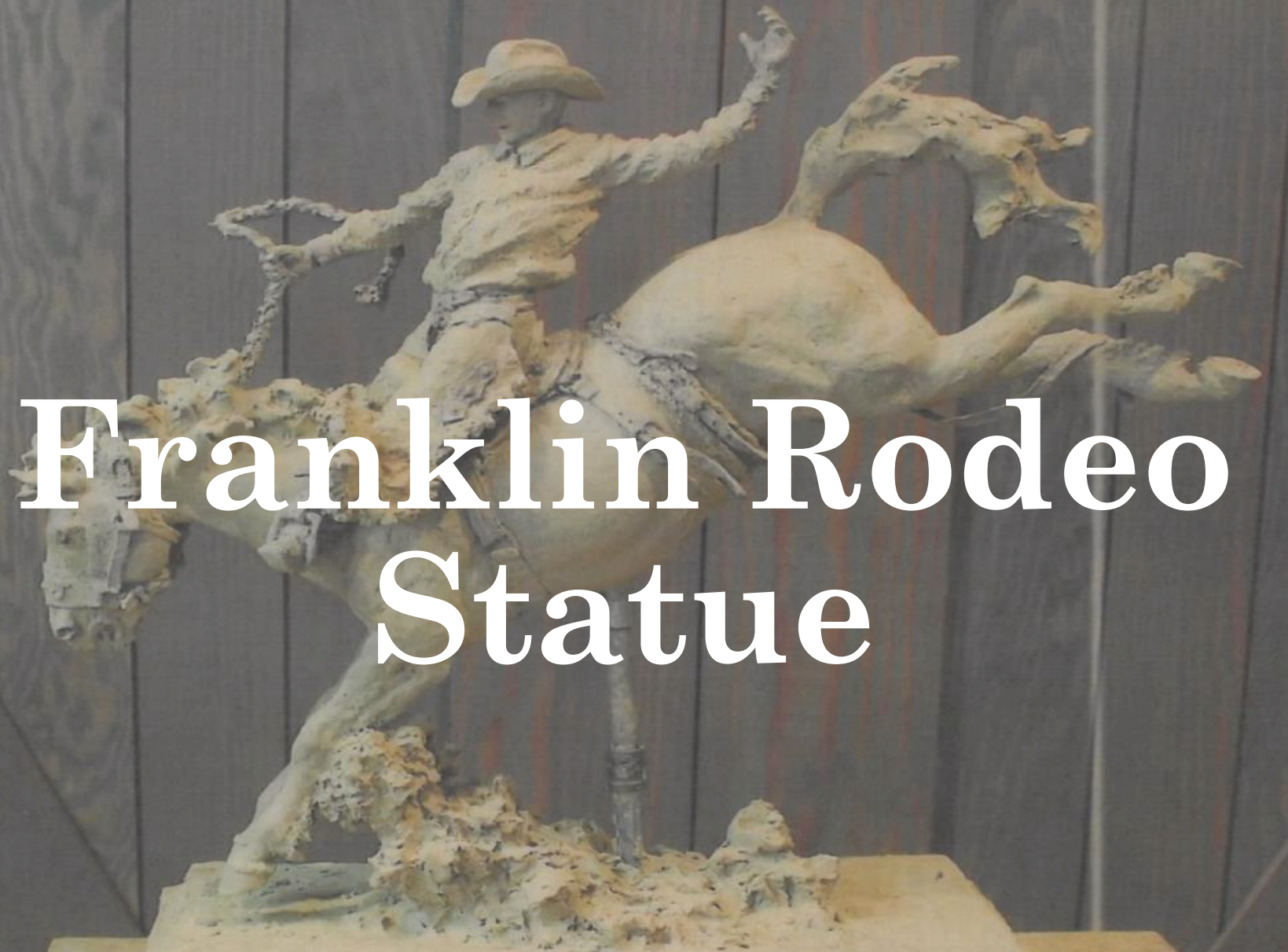
FROM: Monique McCullough, Special Events/Public Outreach Supervisor

SUBJECT: Rodeo Statue Proposal

We received an application from the Franklin Noon Rotary Club and the City of Franklin Parks Department for the installation of a statue at Jim Warren Park (705 Boyd Mill Avenue).

The Franklin Noon Rotary Club has partnered with the City of Franklin Parks Department to design a dedicated space honoring the Franklin Rodeo at Jim Warren Park, the location of the Rodeo for 51 years before it moved to its current home at the Ag Expo Center. The “plaza” will consist of a statue, historical markers, benches, and landscaping.

Artist Scott Rogers has been commissioned to create the statue. City team members will design and create other segments of the plaza. Maintenance and upkeep will be provided by the City of Franklin.

A bronze sculpture of a cowboy riding a bucking horse, set against a dark wood-paneled background. The cowboy is wearing a hat and holding a lasso. The horse is in a dynamic, rearing position. The statue is mounted on a wooden base.

Franklin Rodeo Statue



Franklin Rodeo Statue Proposal

75th Anniversary

Franklin Noon Rotary Club

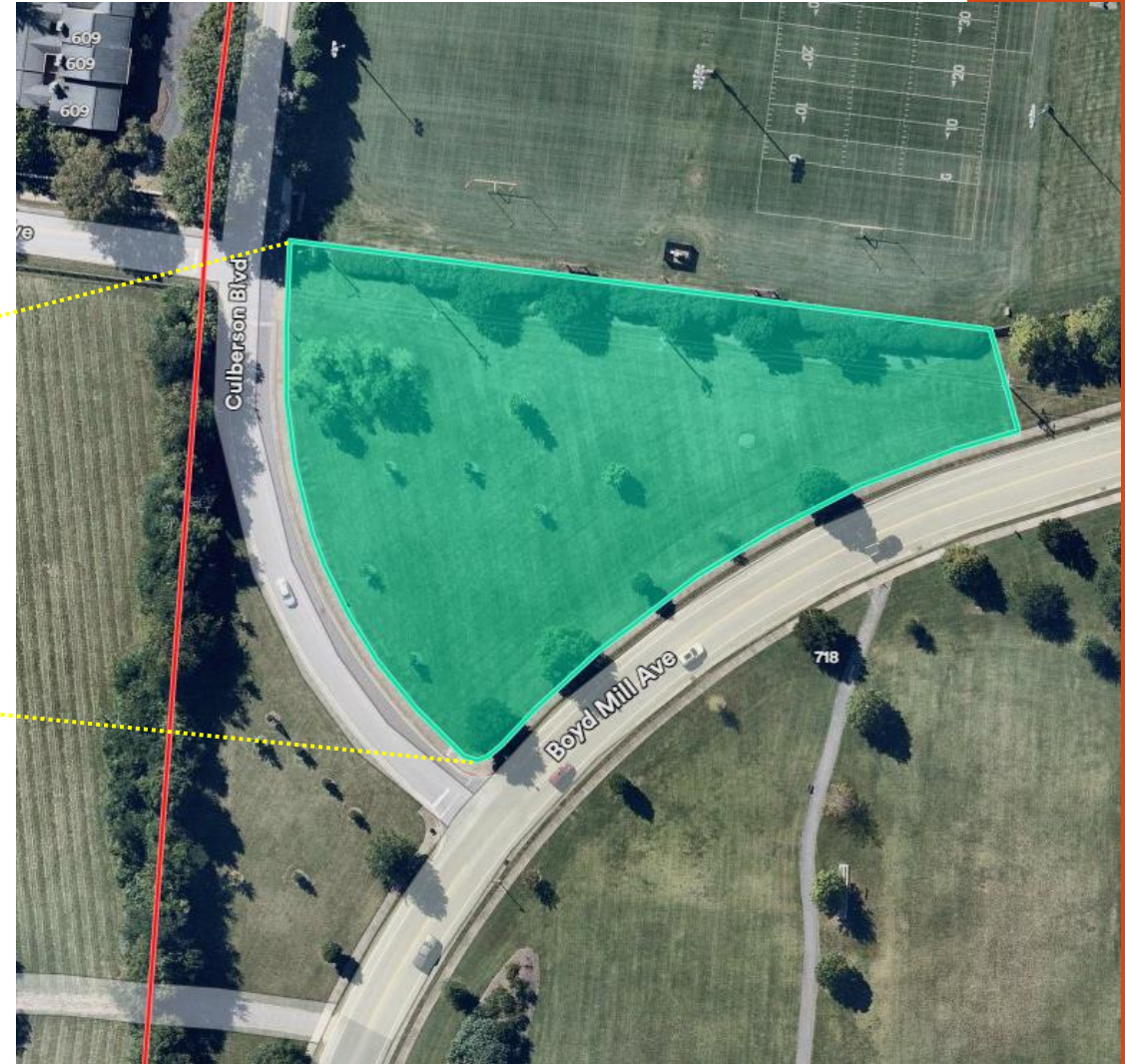


History of the Rodeo Parade



History of Location: Jim Warren Park

Site & Conditions (Boundaries)



Site & Conditions (View Shed)



View from Culberson Blvd.

Site & Conditions (View Shed)



View from Boyd Mill Ave.

Site & Conditions (Utilities)





Site & Conditions (Overhead Utilities)

View from Boyd Mill Ave.

How Will The Statue Be Viewed?

Sense of Scale

Highlight the Statue

Create a Space that
Draws People In



Statue Location Draft Design





Final Design





[Rotary Plaza Movie.mp4](#)

Site Amenities (Pedestal Discussion)





Next Steps & Questions



[HOME](#)

[ABOUT](#)

[ARTWORK](#)

[ARTICLES](#)

[SERVICES](#)

[APPEARANCES](#)

[CONTACT US](#)



Who We Are

GIVE YOUR SPACE THE DEPTH IT DESERVES WITH A NEW SCULPTURE FROM
THE 'SCOTT ROGERS COLLECTION'

► [CONTACT US](#)

A Bit About Us



Scott resides in Logan, Utah. His studio is located in Paradise, Utah. He loves this quiet peaceful place to do his work. Scott is a sculpting artist, specializing in creating unique 'Old West' and 'Americana' themed sculptures.

Scott sculpts using clay as his medium and casts these pieces into bronze. Working with the foundry, he inspects each piece, multiple times, as they make their way through the casting process. Scott uses the patina to bring out the spirit of each individual sculpture.

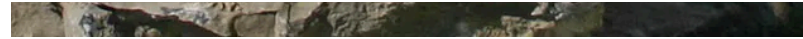
Though most of his work is inspired, sculpted and then sold, Scott does consider monumental commission work. His recent completion of an eleven man [1890's football team monument](#) (7' H x 12' W), only enhanced his love of working on a very large scale.

In Scott's own words, "Whether a piece be small or large, I love seeing a sculpture silhouette make an impact from a distance. To see a work of art, I created, having visible effect on a viewer, is humbling."

Scott & Janette enjoy living in Cache County, Utah surrounded by the beauty and seasons of the Wasatch Mountains. We love travel, being near family and friends and hanging with each other in our down time. We go to the Logan Gardeners Market in the summer and the Hot Springs in the winter. Janette is an ardent quilter/sewer, recently, making both of her girls wedding dresses. She is often deciding which herbal tea to drink and what to sew next. Scott takes regular salmon fishing trips to Alaska with his father-in-law, and thrills at beating him in chess. Together, we love



collecting art. Art fills our lives on all fronts, from architecture and landscaping, to vacations, food, watching random people walk down the street to pillow talk.



I t seems like only yesterday that I bought a bronze from my uncle, Grant Speed. I took it home and looked at it for hours. In fact, that evening I took a sleeping bag out of the closet and lay by the piece to turn it in the moonlight. My love affair with bronze had begun. Six months later (in October of '90) I came home from work, looked at that bronze and said, "I can do that".

Having made the decision to sculpt, I became the consummate pupil. I find myself in a constant state of research. I've realized, "One never arrives."

My desire is to use art as a vehicle to inspire mankind to see the beauty of life. Artists' are prone to leave emotional fingerprints all over their work; hence, when you look at my work, what you'll be seeing are self-portraits. I love how shape, line and form communicate. Every line has a spirit and speaks volumes. Put a lump of clay in my hands and a short while later you'll know exactly how I feel and physically see my soul.

As you view my work, take the time to step back a 100 years and find the spirit of the old west. Get in touch with that spirit and you'll find it exists today as much as it ever did.

After viewing one of my pieces, I love it when someone says, "I can feel the bullet hitting him", "I feel like I'm on the back of that bucking horse" or "I can hear the thundering stampede", because they've become active participants with the sculpture.

I owe a debt of gratitude to my parents, Del and Vergie Rogers, for all of their support in assisting me to know I can do what I set out to accomplish.

"Janette", my love, my confidant, my partner in life, "I'm in."

Scott Rogers

Meet The Team

WORKING TOGETHER TO CREATE AND DELIVER MASTERPIECES.



SCOTT ROGERS
SCULPTOR



METAL ARTS
Foundry



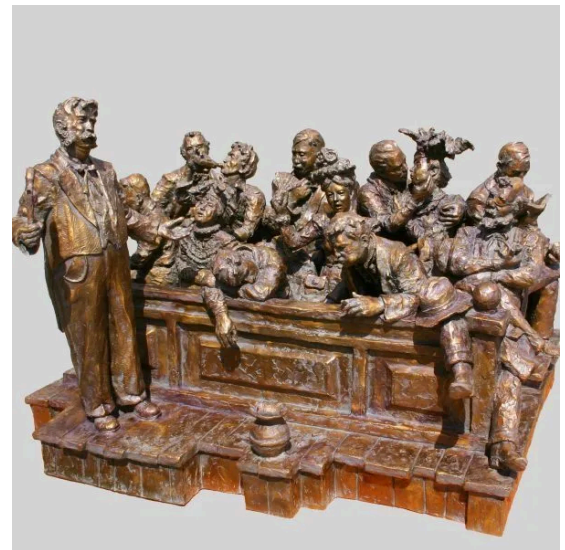
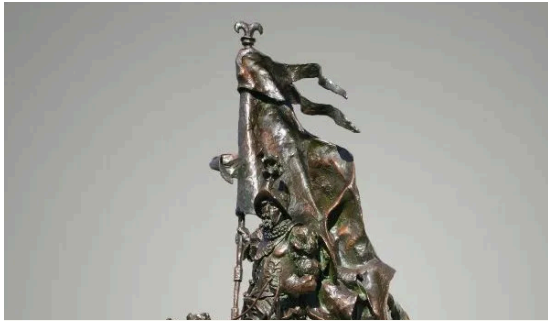
JANETTE ROGERS
EVERYTHING ELSE

Artwork

HERE ARE CATEGORIES OF SCOTTS WORK. TO READ THE PIECE DESCRIPTION, SEE SIZES, LARGER PHOTOS AND OTHER INFORMATION ABOUT A SPECIFIC PIECE, CLICK THROUGH.

→ OUR ARTWORK









City of Franklin

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

File #: 21-0971

DATE: August 1, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jeff Willoughby, Stormwater Coordinator

SUBJECT:

*Consideration Of Resolution 2025-55, A Resolution Authorizing The Execution Of COF Contract No. 2025-0253 With Civil Constructors, LLC For The Liberty Hills Pond Stream Restoration Project (COF Project No. 2022-020) In The Amount Of \$2,376,791.10 And To Establish A Project Contingency In The Amount Of \$150,000

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-55.

BACKGROUND/STAFF COMMENTS:

On June 28, 2023, the City of Franklin entered into Grant Contract No. 2023-0172 with the State of Tennessee to support stormwater infrastructure improvements through funding provided by the American Rescue Plan Act (ARPA). Since executing the agreement, City staff have held multiple meetings with the Liberty Hills Homeowners Association (HOA) to address concerns related to the existing retention pond located within the subdivision's designated open space. These discussions focused on the structural challenges and long-term maintenance costs associated with the pond.

At the direction of the Board of Mayor and Aldermen (BOMA), City staff collaborated with HOA leadership to identify a mutually acceptable solution. Both parties have agreed to remove the inline retention pond and restore the area to its original stream condition. To facilitate this effort, the City engaged Civil & Environmental Consultants (CEC) to develop a design plan incorporating natural stream restoration techniques for this segment of Ralston Branch.

Following completion of the design phase, staff solicited bids for construction and received competitive responses. Staff recommends proceeding with the lowest responsive bid submitted by Civil Construction, LLC to carry out the pond removal and stream restoration work.

FINANCIAL IMPACT:

The total project cost is \$2,376,791.10. Of this amount, \$1,043,457.77 will be funded through the City of Franklin's Capital Projects Fund, while \$1,333,333.33 will be reimbursed to the City through the

American Rescue Plan Act (ARPA) grant administered by the State of Tennessee.

City staff are actively coordinating with the Tennessee Department of Environment and Conservation (TDEC) to explore the potential for additional federal funding to further offset project costs.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-55.

RESOLUTION 2025-55

A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT NO. 2025-0253 WITH CIVIL CONSTRUCTORS, LLC FOR LIBERTY HILLS POND STREAM RESTORATION PROJECT IN THE AMOUNT OF \$2,376,791.10 AND TO ESTABLISH A PROJECT CONTINGENCY IN THE AMOUNT OF \$150,000.00.

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (“BOMA”) desires to move toward the effective and efficient administration of City business; and

WHEREAS, the City of Franklin has identified the need for a stream restoration project in order to remove an inline retention pond; and

WHEREAS, Civil Constructors, LLC has been selected through a competitive bidding process as the most qualified and cost-effective provider of such services; and

WHEREAS, the City of Franklin’s Board of Mayor and Aldermen find that it is in the best interest of the City and its residents to enter into a contract with Civil Constructors, LLC to perform these services; and

WHEREAS, funds have been allocated and are available in the Capital-Engineering Budget to cover the costs associated with the contract; and

WHEREAS, in the case of any unforeseen or changed project conditions, quantities, or cost overruns, City staff request an additional One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) project contingency to allow for the expedient completion of the Liberty Hills Pond Stream Restoration Project; and

WHEREAS, the contract has been reviewed by the Law Department and found to be in accordance with applicable laws and regulations.

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to include these additional properties in the Assessment Area to ensure equitable distribution of costs and benefits of the sewer improvements among all properties.

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

1. The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the Mayor to execute COF Contract No. 2025-0253 with Civil Constructors, LLC for the provision of Liberty Hills Pond Stream Restoration Project, as outlined in the attached contract documents (or in substantially the same form as determined by the City Administrator and/or Law Department), in an amount not to exceed Two Million Three Hundred Seventy-Six Thousand Seven Hundred Ninety One and 10/100 Dollars (\$2,376,791.10).

2. Approval is granted to create a project contingency in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) for the Liberty Hills Pond Stream Restoration Project.

3. The Mayor is further authorized to take any and all necessary actions to implement and administer the terms of the COF Contract No. 2025-0253, including any amendments thereto, provided such amendments do not increase the cost to the City, except as established by the project contingency.

4. This resolution shall take effect immediately upon its passage and approval.

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: _____
J. Blake Harper
Assistant City Attorney



City of Franklin

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

File #: 21-0846

DATE: July 21, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

*Consideration Of Resolution 2025-59, A Resolution To Award The Construction Contract (COF Contract No. 2025-0232) For The "SR96 Murfreesboro Road Access Control Improvements And Royal Oaks Improvements Project" To Nickell Company, LLC With A Bid Amount Of \$753,190 And To Authorize The City Administrator To Execute The Contract

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-59.

BACKGROUND/STAFF COMMENTS:

On December 10, 2024, the Board of Mayor and Aldermen approved the installation of a median barrier along SR96 Murfreesboro Road between Royal Oaks Boulevard and Interstate 65. This improvement is part of a broader effort to enhance access control and traffic safety along a critical corridor. In alignment with that directive, the Engineering Department initiated a formal procurement process to identify a qualified contractor to execute the work.

Sealed bids were publicly opened on July 18, 2025. Following a thorough evaluation, Nickell Company, LLC was determined to be the lowest responsive and responsible bidder. The proposed contract, designated as COF 2025-0232, outlines a total construction cost of \$753,190.00. The scope includes both the SR96 median installation and associated improvements at Royal Oaks Boulevard.

Resolution 2025-59 authorizes the City Administrator to execute the contract and, in coordination with the City Attorney, to administer its terms—including any amendments that do not increase the financial obligation to the City.

FINANCIAL IMPACT:

The financial impact is in the amount of \$753,190.00 and will be paid out of the Capital Projects - Streets Fund or as determined by our finance department.

RECOMMENDATION:

Staff recommends that Resolution 2025-59 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2025-59

A RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2025-0232) FOR THE SR96 MURFREESBORO ROAD ACCESS CONTROL IMPROVEMENTS AND ROYAL OAKS IMPROVEMENTS PROJECT TO NICKELL COMPANY, LLC IN THE AMOUNT OF \$753,190.00 AND TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE CONTRACT

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (“BOMA”) desires to move toward the effective and efficient administration of City business; and

WHEREAS, on December 10, 2024, the City of Franklin Board of Mayor and Aldermen (BOMA) adopted Resolution 2024-57, approving the installation of a median barrier along SR96 (Murfreesboro Road) between Royal Oaks Boulevard and Interstate 65; and

WHEREAS, on July 18, 2025, sealed bids for the construction of the SR96 Murfreesboro Road Access Control Improvements and Royal Oaks Improvements Project were received by the Engineering Department at Franklin City Hall, 120 9th Avenue South, Franklin, Tennessee 37064, and publicly opened and read aloud during a live, accessible virtual bid opening; and

WHEREAS, following thorough evaluation and tabulation of bids, City staff recommends awarding COF Contract No. 2025-0232 to Nickell Company, LLC, the lowest responsive and responsible bidder, in the amount of Seven Hundred Fifty-Three Thousand One Hundred Ninety and No/100 Dollars (\$753,190.00); and

WHEREAS, funds have been allocated and are available in the Engineering Department to cover the costs associated with the contract; and

WHEREAS, the contract has been reviewed by the Law Department and found to be in accordance with applicable laws and regulations; and

WHEREAS, the City of Franklin’s Board of Mayor and Aldermen find that it is in the best interest of the City and its residents to enter into a contract with Nickell Company, LLC to perform these services.

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

Section 1. The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the City Administrator to execute COF Contract No. 2025-0232 with Nickell Company, LLC for the SR96 Murfreesboro Road Access Control Improvements and Royal Oaks Improvements Project, as outlined in the attached contract documents (or in substantially the same form as determined by the City Administrator and/or Law Department), in an amount not to exceed Seven Hundred Fifty-Three Thousand One Hundred Ninety and No/100 Dollars (\$753,190.00).

Section 2. The City Administrator and City Attorney are further authorized to take any and all necessary actions to implement and administer the terms of the COF Contract No. 2025-0232, including any amendments thereto, provided such amendments do not increase the cost to the City.

Section 3. This resolution shall take effect immediately upon its passage and approval.

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: _____
J. Blake Harper
Assistant City Attorney



City of Franklin

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

File #: 21-0876

DATE: July 22, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Nate Ridley, Director of Sanitation & Environmental Services

SUBJECT:

*Consideration Of COF Contract No. 2025-0210, With Williamson County, Tennessee And The City Of Franklin, Tennessee For An Interlocal Agreement To Provide Assistance To Williamson County's Solid Waste Department During Adverse Conditions

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an interlocal agreement between the City of Franklin and Williamson County.

BACKGROUND/STAFF COMMENTS:

The purpose of this agreement is to define the obligations of the City of Franklin Sanitation and Environmental Service and Williamson County Solid Waste to carry out the intent of the agreement, which is to provide assistance to the other party's solid waste department during adverse conditions.

FINANCIAL IMPACT:

As compensation for providing the services, the requesting party shall pay the responding party the following rates:

- a. Tip Fee: \$75/ton
- b. Equipment with Operator: \$150.00
- c. Equipment without Operator: \$100.00
- d. Reimbursement of actual costs shall be paid within thirty (30) days of receiving the invoice.
- e. The parties reserve the right to increase the rates provided in this Section 3, by written agreement of both parties, to allow for potential increases in actual costs.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2025-0210.

COF CONTRACT NO. 2025-0210

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE
AND THE CITY OF FRANKLIN, TENNESSEE

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TENNESSEE (hereinafter referred to as "County"), and the CITY OF FRANKLIN, TENNESSEE (hereinafter referred to as "Franklin"), for the provision of solid waste management backup services.

WHEREAS, County and Franklin are both local governmental entities of the State of Tennessee and, as such, are authorized to enter into an interlocal agreement pursuant to *Tennessee Code Annotated, Section 12-9-104*; and

WHEREAS, County and Franklin each provide solid waste management services within their respective jurisdictions; and

WHEREAS, the parties desire for Franklin to provide backup services to County in cases where adverse conditions have impacted the operation of the Williamson County Solid Waste Department and for County to provide backup services to Franklin in cases where adverse conditions have impacted the operation of the City of Franklin Solid Waste Department conditioned on the availability of resources to provide the Services; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties 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, which is to provide assistance to the other party's solid waste department during adverse conditions. This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstance.
2. **Services.** In the event of adverse conditions impacting a party's solid waste department, including but not limited to extreme weather damage, equipment fleet loss or shortage, or the transfer station out of service, the party in need of assistance ("Requesting Party") may notify and request assistance from the other party ("Responding Party") to provide solid waste management services to the Requesting Party ("Services"). The Requesting Party will compensate the Responding Party for the Services for actual costs at the rates contained in this Agreement.
 - a. The Services include:
 - i. Extreme weather cleanup assistance, including the provision of knuckle boom trucks to be used to pick up and haul away curbside piles of brush, white goods, furniture, construction debris, and materials related to the storm event. Compensation for the use of Responding Party's equipment and/or equipment operators shall be at the rates specified in this Agreement.
 - ii. If Requesting Party's transfer station becomes out of service due to adverse conditions for a period lasting longer than forty-eight (48) hours, Requesting Party may be permitted to use the Responding Party's transfer station upon approval of the Responding Party. Compensation for use of Responding Party's transfer station shall be the tipping fees specified in this Agreement.
 - b. **Requesting Services.** The Mayor of the Requesting Party must notify the Mayor of the Responding Party to initiate a request for Services which shall be condition on the availability of resources. The Requesting Party shall not have access to the Responding Party's equipment, transfer stations, facilities, or Services under this Agreement without the express approval of the Responding Party's Mayor. Each incident covered by this Agreement requires separate approval. All parties reserve the right to withhold approval and decline to provide Services

- under this Agreement, and any such refusal shall not be considered a breach of this Agreement.
- c. Termination of Services. The Mayor of the Responding Party shall be permitted to terminate the provision of the Services to the Requesting Party by providing twenty-four (24) hours' notice to the Requesting Party's Mayor. Responding Party shall be entitled to actual costs for the Services provided up to the termination of the Services pursuant to the rates provided in Section 3 of this Agreement. Termination of the Services shall not constitute termination of this Agreement unless expressly provided pursuant to the requirements of Section 4 of this Agreement.
 - d. The Services provided under this Agreement shall be provided until the adverse condition is no longer present or until the Responding Party terminates the provision of the Services pursuant to Section 2.c of this Agreement.
 - e. The parties agree that all applicable law and regulations shall be followed in performance of the Services under this Agreement.
3. Compensation. As compensation for providing the Services, Requesting Party shall pay Responding Party the following rates:
 - a. Tip Fee: \$75/ton
 - b. Equipment with Operator: \$150/hour
 - c. Equipment without Operator: \$100/hour
 - d. Reimbursement of actual costs shall be paid within thirty (30) days of receiving the invoice.
 - e. The parties reserve the right to increase the rates provided in this Section 3, by written agreement of both parties, to allow for potential increases in actual costs.
 4. Term. This Agreement shall commence on the 1st day of _____, 2025, and remain in effect for a term of five (5) years, unless terminated earlier by either party. Either party may terminate this Agreement by providing written notice at least sixty (60) days prior to July 1st of any year, with termination to take effect on the following June 30th.
 5. Termination.
 - a. Breach. Should any party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if any party shall violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have seven (7) days from the receipt of the notice to cure the breach. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.
 - b. Termination for Convenience. The parties may terminate this Agreement prior to the end of the term upon written agreement. Termination shall take effect on a date agreed to by County and Franklin. Such termination shall not affect in any manner any prior existing obligations between the parties.
 6. Insurance. Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.
 7. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.
 8. Authority to Enter into Agreement. This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated, Section 12-9-101, et seq, and the parties agree that all approvals and files required by the terms of said act shall be achieved as soon as possible from and after the execution of this Agreement. The offices referenced in Section 1.0 of this Agreement shall be responsible for administrating this cooperative undertaking on behalf of their respective entities.
 9. Training and Standards. Each party agrees that they have training standards in place, and both parties' training standards are similar. The parties agree that all persons operating equipment must meet applicable licensing and training standards.
 10. Notice. Notice of the need for Services under this Agreement will be in person, by telephone, or by such other means as may be reasonably used to apprise Responding Party of Requesting Party's need

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

To: CITY OF FRANKLIN, TENNESSEE
City of Franklin Solid Waste Department

Telephone:
Email:

To: WILLIAMSON COUNTY, TENNESSEE
Williamson County Solid Waste Department

Telephone:
Email:

Written notices shall be deemed received three (3) days after the same is deposited in the United States mail, postage prepaid, addressed as provided above.

11. Miscellaneous.

- a. Relationship. In consideration of the mutual services provided herein, both parties agree that nothing contained herein should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to all services performed under this Agreement. Each party represents that it has, or will secure at its expense, all personnel required in performing its service obligation under this Agreement and that the acts of its employees performing the service under this Agreement shall be the acts of employees of that entity alone.
- b. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by the appropriate individuals and after obtaining appropriate approval pursuant to the requirements of the Interlocal Cooperation Act.
- c. Waiver. No waiver by a party of any default shall operate as a waiver of any other default, or the same default on a future occasion. No delay or omission by a party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise of a right or remedy shall preclude any other or further exercise thereof, or the exercise of any other right or remedy.
- d. 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.
- e. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual agencies shall, in addition to such other remedies as may be available to them 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.
- f. 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 by 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.
- g. Choice of Law. This Agreement shall be construed under the laws of the State of Tennessee.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on this the ____ day of _____, 2025.

WILLIAMSON COUNTY, TENNESSEE:

By: 
Rogers Anderson, Williamson County Mayor

By: 
Williamson County Attorney, For Form

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore, City of Franklin Mayor

Approved as to form:

J. Blake Harper, Assistant City Attorney



File #: 21-0818

DATE: July 11, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration Of COF Contract No. 2025-0225, With Erickson Living Properties, LLC For Developer Reimbursement Agreement Of Expenses (\$65,851.00) Related To The Installation Of A Sanitary Sewer Interceptor

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Developer Reimbursement Agreement (COF Contract No. 2025-0225) with Erickson Living Properties, LLC for sanitary sewer collection system improvements related to the Erickson Senior Living PUD Subdivision Development Plan.

BACKGROUND/STAFF COMMENTS:

In August 2024, Erickson Living Properties, LLC submitted a development plan for the Erickson Senior Living PUD Subdivision Development Plan. The developer was required to extend 8-inch diameter off-site sanitary sewer to serve the property with sanitary sewer service. As part of the City of Franklin's development review process, City staff noted that the sanitary sewer pipe should be sized at 12-inches in diameter to serve additional development and the greater good of the system. As such, the City is proposing to reimburse the developer a portion of the cost of the improvements.

FINANCIAL IMPACT:

\$65,851.00 will be reimbursed to the developer by providing a payment to the developer of sewer impact fees paid by the developer.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2025-0225.

DEVELOPER REIMBURSEMENT AGREEMENT COF CONTRACT NO. 2025-0225

This Agreement between THE CITY OF FRANKLIN, TENNESSEE (“City”) and ERICKSON LIVING PROPERTIES, LLC (“Developer”) and/or their successors and assigns, entered into on this the _____ day of _____, 20____, subject to the following premises, terms and conditions.

WHEREAS, the Developer has previously submitted to the Board of Mayor and Aldermen, Erickson Senior Living PUD Subdivision Development Plan, Project #8624 for approval (“Development”); and

WHEREAS, the Developer has been required as a condition of this approval to upsize sanitary sewer infrastructure planned for their site to coincide with the City’s master basin plan (“Sewer Improvements”), which will become a part of the Franklin sanitary sewer collection system and will be available for the use and benefit not only of businesses and residents within the Development, but other present and future customers of the Franklin sanitary sewer collection system outside the Development; and

WHEREAS, pursuant to Section 18-208 of the Franklin Municipal Code, the Developer may be reimbursed for a portion of the costs of said Sewer Improvements as described herein; and

WHEREAS, the Developer has incurred, or based upon reasonable estimates of the City Engineer, will incur an additional cost of SIXTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-ONE AND NO/100 DOLLARS (\$65,851.00) for the materials related to upsizing the sanitary sewer infrastructure; and

WHEREAS, the determination as to eligible cost reimbursement is based generally upon the difference in sizing and capacity of the lines and other facilities needed for the Development and that needed or required by the City for the sanitary sewer collection system as a whole, i.e. the “cost of upsizing,” although the City may, in its discretion, consider other factors necessary for an equitable sharing of costs.

NOW THEREFORE, the City and the Developer, their successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The Developer and the City agree that the Developer shall be eligible for reimbursement as hereafter set forth for the Sewer Improvements shown on **Exhibit A**, as may be further revised.
3. The total eligible not-to-exceed cost associated with the Sewer Improvements for which Developer is eligible for reimbursement is SIXTY-FIVE THOUSAND EIGHT HUNDRED FIFTY-ONE AND NO/100 DOLLARS (\$65,851.00) subject to the provisions of Section 7.
4. Reimbursement for the Sewer Improvements shall be made until such time as the eligible cost has been fully reimbursed by providing a payment to the Developer of Sewer Impact Fees paid by the Developer.
5. Prior to reimbursement of the total eligible cost and acceptance of the Sewer Improvements, the Developer must submit to the City a detailed statement of the actual eligible costs and

the Board may, in its discretion, adjust the eligible costs to reflect the actual project costs, including reducing the amount of reimbursement provided to the Developer if the actual project cost is lower than the estimate provided by the Developer's engineer.

6. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.

7. The parties agree that, except as recited in this Agreement, the Developer has no further right of reimbursement with respect to the Sewer Improvements and the Developer expressly releases the City from any further claim therefor. The Developer further acknowledges and agrees that the reimbursement rights provided herein do not constitute a debt of the City but only a right of offset against fees otherwise due from the Developer.

Approved by the Board of Mayor and Aldermen on _____, 20 ____.

(Signatures on following pages)

WITNESS our hands on the dates as indicated.

DEVELOPER

Erickson Living Properties, LLC

By: 

Print Name: Sean M. Sands, Chief Development Officer

Date: 7/2/2025

STATE OF

Maryland

COUNTY OF

Baltimore

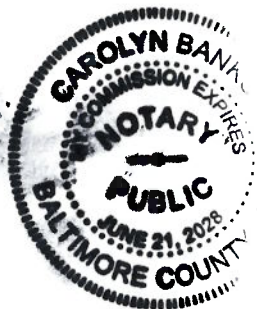
Before me, the undersigned Notary Public of said County and State, personally the Sean Sands, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Development Officer, and that as such he executed the foregoing instrument for the purposes therein contained, by personally signing his name.

WITNESS, my hand and seal on this the 2nd day of July, 2025.



Notary Public

My Commission Expires: 06/21/2028



CITY

CITY OF FRANKLIN, TENNESSEE

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, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor executed the foregoing instrument for the purposes therein contained.

WITNESS, my hand and seal on this the _____ day of _____, 20____.

Notary Public
My Commission expires: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

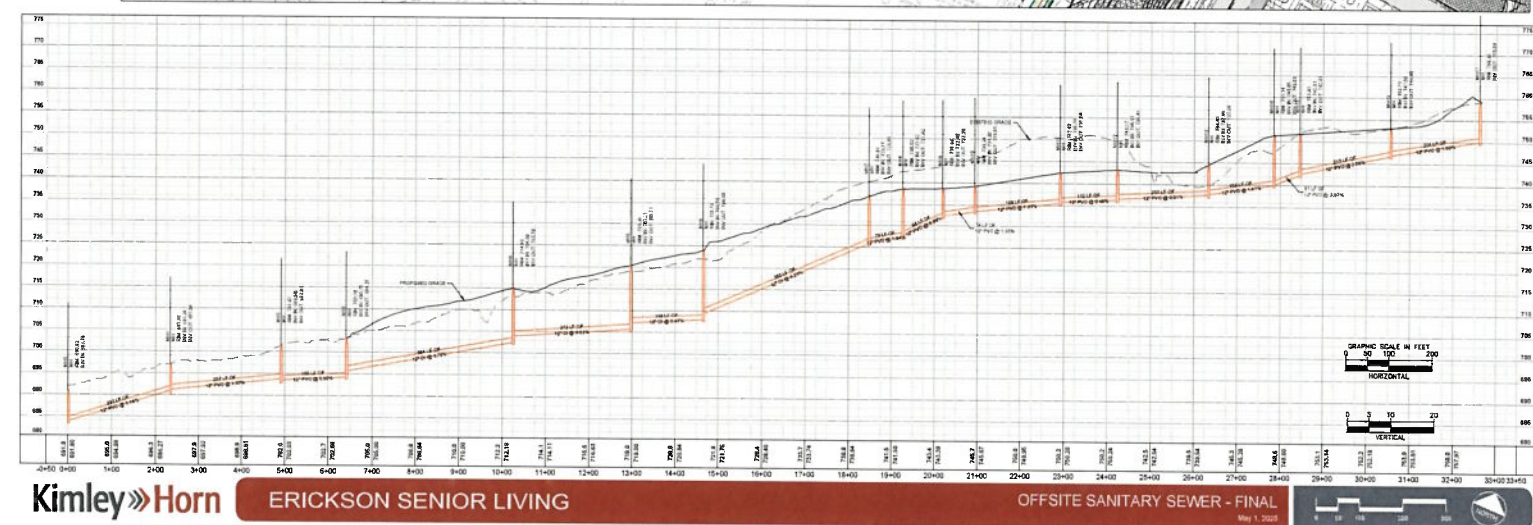
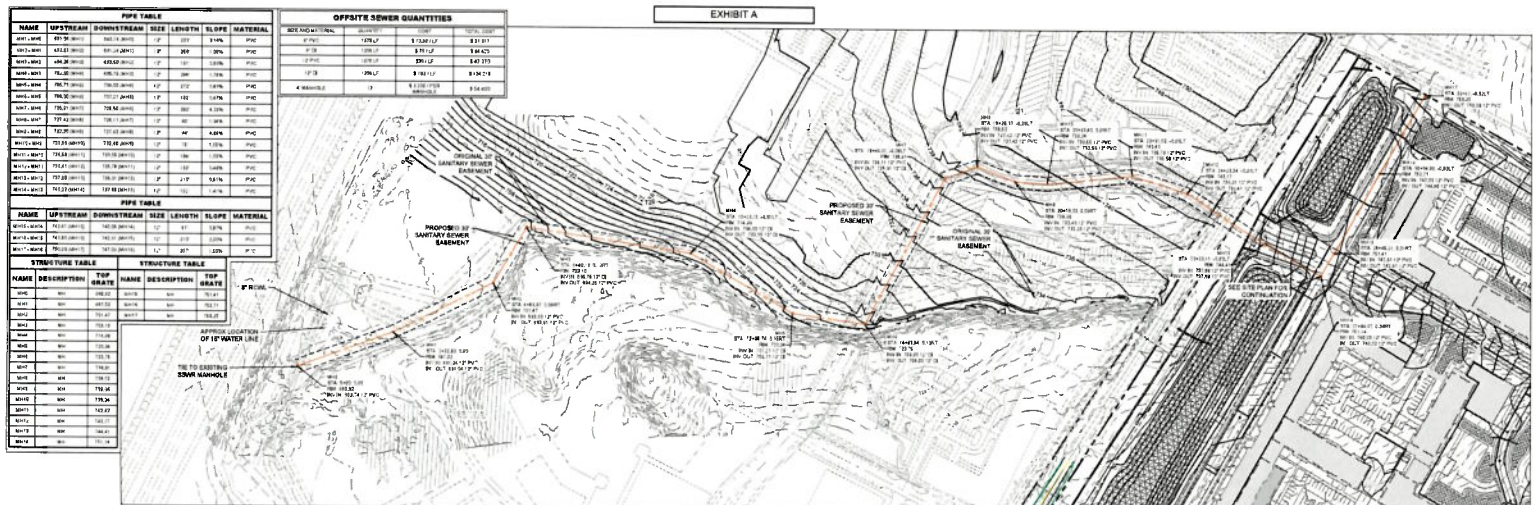
Before me, the undersigned Notary Public of said County and State, personally appeared Angie Skarp, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the City Recorder, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such City Recorder executed the foregoing instrument for the purposes therein contained.

WITNESS, my hand and seal on this the _____ day of _____, 20_____.

Notary Public
My Commission expires:_____

Approved as to form by:

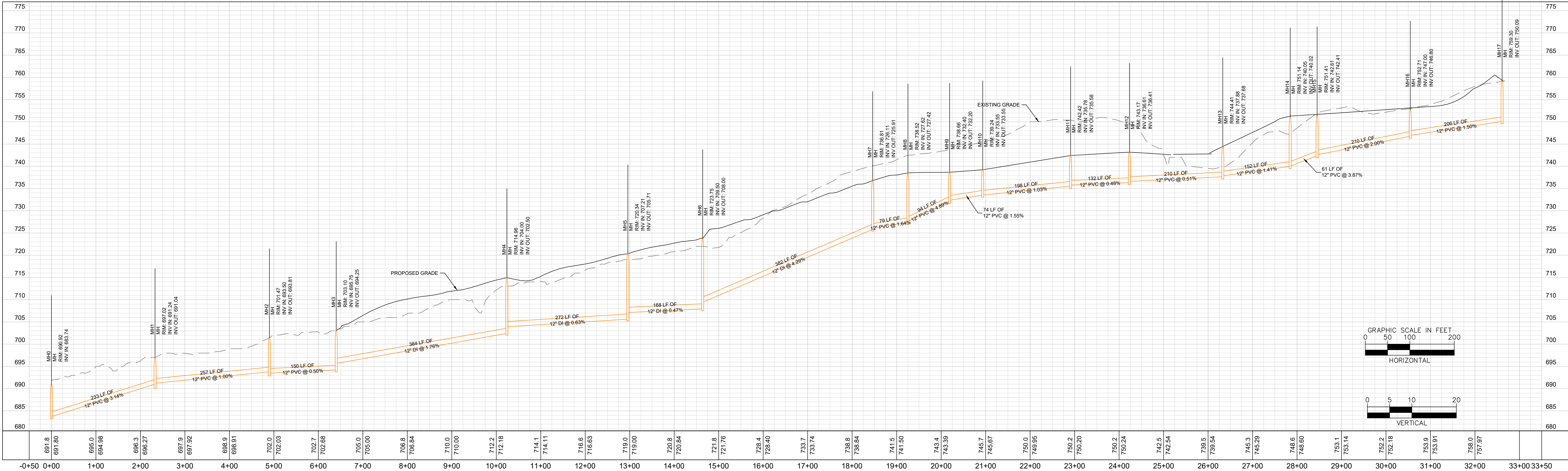
J. Blake Harper, Assistant City Attorney

[illegible]

PIPE TABLE						
NAME	UPSTREAM	DOWNSTREAM	SIZE	LENGTH	SLOPE	MATERIAL
MH1 - MH0	691.04 (MH1)	683.74 (MH0)	12"	23'	3.14%	PVC
MH2 - MH1	693.81 (MH2)	691.24 (MH1)	12"	258'	1.00%	PVC
MH3 - MH2	694.25 (MH3)	693.50 (MH2)	12"	15'	0.50%	PVC
MH4 - MH3	702.50 (MH4)	695.75 (MH3)	12"	384'	1.76%	PVC
MH5 - MH4	705.71 (MH5)	704.00 (MH4)	12"	272'	0.63%	PVC
MH6 - MH5	708.00 (MH6)	707.21 (MH5)	12"	169'	0.47%	PVC
MH7 - MH6	725.91 (MH7)	709.50 (MH6)	12"	383'	4.29%	PVC
MH8 - MH7	727.42 (MH8)	726.11 (MH7)	12"	80'	1.64%	PVC
MH9 - MH8	732.20 (MH9)	727.62 (MH8)	12"	94'	4.89%	PVC
MH10 - MH9	733.55 (MH10)	732.40 (MH9)	12"	75'	1.55%	PVC
MH11 - MH10	735.58 (MH11)	733.55 (MH10)	12"	198'	1.03%	PVC
MH12 - MH11	736.41 (MH12)	735.78 (MH11)	12"	133'	0.48%	PVC
MH13 - MH12	737.68 (MH13)	736.61 (MH12)	12"	210'	0.51%	PVC
MH14 - MH13	740.02 (MH14)	737.88 (MH13)	12"	152'	1.41%	PVC

PIPE TABLE						
NAME	UPSTREAM	DOWNSTREAM	SIZE	LENGTH	SLOPE	MATERIAL
MH15 - MH14	742.41 (MH15)	740.05 (MH14)	12"	61'		PVC
MH16 - MH15	746.80 (MH16)	742.61 (MH15)	12"	210'	2.00%	PVC
MH17 - MH16	750.09 (MH17)	747.00 (MH16)	12"	207'	1.50%	PVC

STRUCTURE TABLE			STRUCTURE TABLE		
NAME	DESCRIPTION	TOT GRATE	NAME	DESCRIPTION	TOT GRATE
MH0	MH	690.92	MH15	MH	751.41
MH1	MH	697.02	MH16	MH	752.71
MH2	MH	701.47	MH17	MH	759.30





City of Franklin

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

File #: 21-0749

DATE: June 26, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources

SUBJECT:

*Consideration Of Amendment 1 To COF Contract No. 2022-0163, With Ulliance, Inc. For Life Advisor Employee Assistance Program

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2022-0163, Amendment 1, extending the existing contract an additional year.

BACKGROUND/STAFF COMMENTS:

The City published on March 10, 2022, a notice to proposers for employee assistance program services for employees. Benefits staff in the Human Resources department recommended Ulliance Life Advisor Employee Assistance program. This Amendment 1 extends the original contract for another year, which is our first one-year renewal option.

FINANCIAL IMPACT:

The total estimated annual amount is \$20,520 for employee assistance program services. The fee is paid on a monthly basis on a per employee per month (PEPM) headcount. The amount may fluctuate depending on the City's turnover. The annual amount will be deducted from the Human Resources budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve amendment 1 to COF Contract No. 2022-0163.

Life Advisor Employee Assistance Program Service Addendum Dated July 1, 2025

This Addendum, made this **1st of July, 2025** by and between **City of Franklin Tennessee** including all divisions and/or sites currently, and while under this Service Agreement are owned by **City of Franklin Tennessee**, hereinafter referred to as the "Customer" and Ulliance, Inc., (and its successors and assigns), hereinafter referred to as "Ulliance". Both Customer and Ulliance are collectively referred to as the "Parties and as "Party in the singular.

Ulliance and the Customer agree and acknowledge that the purpose of this addendum is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current Life Advisor EAP Addendum dated **July 1, 2022**. In consideration of the extension of the mutual promises, representations, assurances, agreements and provisions in this Addendum, the adequacy of which is hereby acknowledge by the Parties, Ulliance and the Customer hereby agrees to amend the current Life Advisor EAP Addendum as follows:

1. **Services to be Provided:** Ulliance shall continue to provide those services to the Customer which was set forth in the Life Advisor EAP Addendum dated **July 1, 2022**.
2. **Term:** This addendum shall become effective on the **1st day of July, 2025** following the signing of the Addendum and shall run concurrently with Customer's Life Advisor EAP Addendum dated **July 1, 2022**.
3. **Fee Schedule:** The Customer agrees to pay Ulliance based on a capitation rate of **\$2.25** Per Employee Per Month (PEPM) in U.S. Funds. The monthly Life Advisor EAP fee will be based on an Employee headcount number and census provided by the Customer prior to the beginning of each month. Headcounts will include all current Customer Employees, and former Customer employees who are eligible for Life Advisor EAP coverage through COBRA-elected benefits. There is no fee for Employees' dependent coverage. The Customer will pay Ulliance, Inc. on a monthly basis, the first payment due at the time of the start of the program and the following payments due upon the receipt of a Life Advisor EAP invoice. The Life Advisor EAP capitated fee may be reviewed and adjusted annually by Ulliance as agreed upon by Parties
4. **Employee Eligibility:** An eligible person to be covered under the Customer's Life Advisor Employee Assistance Program (EAP) is defined as a full and/or part time employee, their spouse, live together/domestic partner, the Customer employee's dependent children as identified by the Internal Revenue Service as up to the age of 26 and employees who have the Life Advisor EAP services provided to them under COBRA benefits.
9. **All Other Terms:** All other terms and conditions of the **July 1, 2022** Life Advisor EAP Addendum shall remain in effect.

Ulliance, Inc.
900 Tower Dr. Suite 600,
Troy, MI. 48098
Contract No. 2231

City of Franklin Tennessee
109 Third Avenue South
Franklin, TN 37065-0305

BY: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

BY: _____
PRINTED NAME: Eric Stuckey
TITLE: City Administrator
DATE: _____

Approved as to form:

J. Blake Harper, Staff Attorney



File #: 21-0113

DATE: August 6, 2025
TO: Board of Mayor and Aldermen
FROM: Kevin Townsel, Director of Human Resources

SUBJECT:

*Consideration Of Resolution 2025-49, A Resolution Authorizing The Use Of A Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Flexible Spending Account Services

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a resolution authorizing the use of the competitive sealed proposal procurement method for choosing the service provider for flexible spending account services.

BACKGROUND/STAFF COMMENTS:

The City has offered a flexible spending account for those employees enrolled in its Option 1: PPO plan. The employees can voluntarily enroll in a flexible spending account upon being hired by the City or during the FSA open enrollment held in the fall of each year.

FINANCIAL IMPACT:

The financial impact to the City of Franklin is minimal. Flexible Spending Accounts (FSAs) are employee-funded; however, the City covers the administrative fees on a per member per month (PMPM) basis. These fees fluctuate based on employee turnover - either through departures or new hires enrolling in an FSA. Currently, 155 employees are enrolled in an FSA, with the PMPM rate set at \$3.20. This cost is already budgeted and allocated across departments accordingly.

RECOMMENDATION:

Staff recommends that the Board of Mayo and Aldermen approve Resolution 2025-49.

RESOLUTION 2025-49

A RESOLUTION AUTHORIZING THE USE OF A COMPETITIVE SEALED PROPOSAL PROCUREMENT METHOD FOR CHOOSING THE SERVICE PROVIDER FOR FLEXIBLE SPENDING ACCOUNT SERVICES

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1207 the City may use competitive sealed proposals rather than competitive sealed bids when the City adopts a process for the use of competitive sealed proposals and determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City; and

WHEREAS, Section 5-504 of the Franklin Municipal Code authorizes the use of the competitive sealed proposal procurement method; and;

WHEREAS, City staff requests authority to use the competitive sealed proposal procurement method for determining which service provider to recommend for award of near-site clinic healthcare services; and

WHEREAS, the Board of Mayor and Alderman find that the use of the competitive sealed proposal procurement method is advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal method will assist in choosing the best solution and service provider; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to authorize the use of a competitive sealed proposal procurement method for determining which service provider to recommend for award of flexible spending account services.

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

The City is hereby authorized to use the competitive sealed proposal procurement method pursuant to the standards set forth in Municipal Code § 5-504 for determining which service provider to recommend for award of flexible spending account services.

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: _____
J. Blake Harper, Assistant City Attorney



City of Franklin

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

File #: 21-0967

DATE: July 31, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Chris Koeper
Kelly Dannenfelser, Asst. Director of Planning
SUBJECT:

City Hall Block Redevelopment Update

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the construction progress of the new City Hall and block redevelopment.

BACKGROUND/STAFF COMMENTS:

This item provides an update of the estimated guaranteed maximum price after having received bids for ERP 1 and 2, and progress with excavation of the site. See the attached presentation.

FINANCIAL IMPACT:

See the attached presentation.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the New City Hall construction progress.

CITY HALL BLOCK REDEVELOPMENT UPDATE

BOMA WORK SESSION
AUGUST 26, 2025



City Hall Block Reinvestment Includes:

1. New City Hall Building – 97,460GSF. 3 Story building that includes public conference and meeting space, employee office and meeting space, boardroom
2. Open community plaza to complete the square at the entrance
3. 3rd Ave Streetscape Improvements
4. Commercial tenant space – 4500GSF
5. 1-Acre Community Park
6. Upgraded Utilities Throughout the Development
7. Underground Parking Garage with approximately 200 spaces









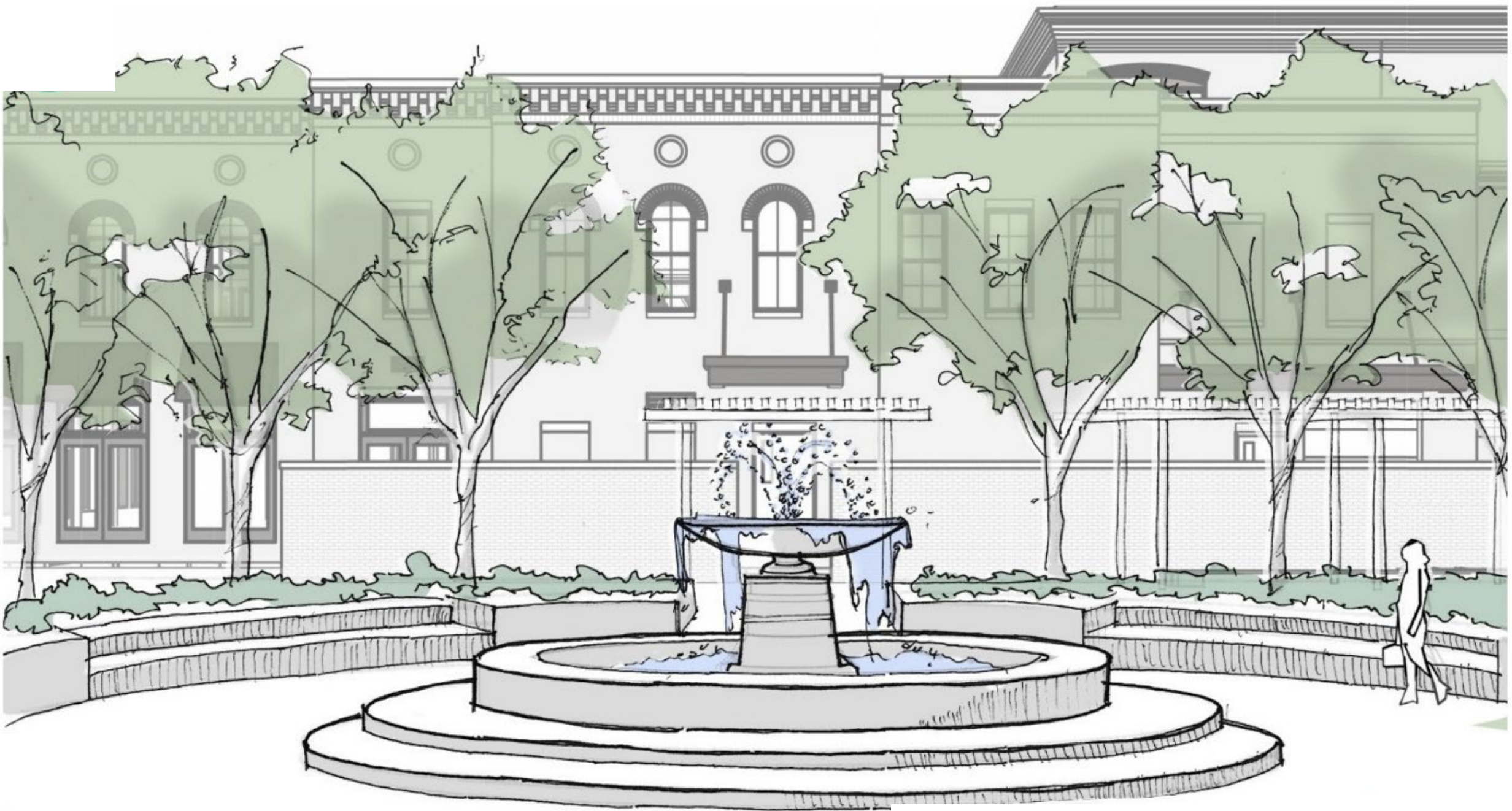
Top 5 Needs in the New City Hall

- 1. Increased Mobility Space
- 2. Efficiency in Operations and Better User-experience
- 3. Safety and Security at Night
- 4. A Series of Plaza Area Enabling for Citizens to participate in local government
- 5. Space for Public Events and Events

Top 5 Needs in the New City Hall

- 1. Increased Mobility Space
- 2. Efficiency in Operations and Better User-experience
- 3. Safety and Security at Night
- 4. A Series of Plaza Area Enabling for Citizens to participate in local government
- 5. Space for Public Events and Events





Current Construction and Upcoming Activities

- Excavating and Shoring on Final lift and down to grade
- Utility Work near 2nd Ave Garage
- 3rd Ave Utility Preparation and Work
- Foundations



Early Release Package (ERP) Update

4 Early Release Packages currently estimated at \$92.5M

- ERP 1 and 2 were estimated at approx. \$30.7M
 - ERP 1 and 2 actual \$27.5M
- ERP 3 is estimated at \$41.6M
- ERP 4 is estimated at \$23.4M

ERP 1 (Demo/Shoring/Excavation)

- \$9.2M
- 71% complete

ERP 2 (Foundations/Structure)

- \$18.4M
- 10% complete

Value Engineering Highlights

Over \$11.3M items have been value engineered

- **Since June (100%) DD 71+ items have been identified for a VE of \$3,731,892.**
- **\$2.2M approved last month**
- **Current month we have approved another \$1,531,892**

Example Items include:

- **Windows (-\$515,379)**
- **TPO Roofing (-\$186,366)**
- **IP Clock System (-\$57,217)**
- **Curb/Gutter Base detail (-\$294,188)**
- **Sheet waterproofing (-\$53,246)**

Value engineering is ongoing and continues every day, throughout every phase of the project, working with the Design Team, Owner's Rep, and the Construction-Manager-at-Risk.

Program Cost Summary

	Previous Estimate		Previous Estimate		Current Estimate		Current Estimate	
	Low		High		Low		High	
Construction	\$	83,000,000	\$	87,000,000	\$	80,000,000	\$	82,720,000
Tariff Contingency	\$	2,700,000	\$	3,800,000	\$	1,000,000	\$	4,925,000
Contingency/Allowances	\$	3,000,000	\$	5,000,000	\$	1,000,000	\$	4,800,000
<u>Total Construction</u>	\$	<u>88,700,000</u>	\$	<u>95,800,000</u>	\$	82,000,000	\$	92,445,000
Soft Costs	\$	4,000,000	\$	5,000,000	\$	4,000,000	\$	5,000,000
Design/PM	\$	11,200,000	\$	11,200,000	\$	11,200,000	\$	11,350,000
Total Program	\$	103,900,000	\$	112,000,000	\$	97,200,000	\$	108,795,000
Money Spent to date							\$	(9,826,126)

QUESTIONS





File #: 21-01031

DATE: August 13, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works

SUBJECT:

*Consideration Of Resolution 2025-71, A Resolution Authorizing The City Administrator Or Assistant City Administrator - Public Works To Execute COF Contract No. 2025-0326 With Truist Bank, Which Is An Incumbency And Client Notice Agreement To Provide Retainage Portfolio Access To The City For The City Hall Block Redevelopment Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-71, A Resolution Authorizing the City Administrator or Assistant City Administrator - Public Works to Execute COF Contract No. 2025-0326 with Truist Bank, which is an Incumbency and Client Notice Agreement to Provide Retainage Portfolio Access to the City For the City Hall Block Redevelopment Project.

BACKGROUND/STAFF COMMENTS:

The construction manager at risk contract with Skanska, Contract No. 2024-0106, requires Skanska to establish a retainage agreement that places five percent of payments into an interest-bearing account, which is standard for construction contracts. Skanska is working with Truist Bank to establish the required retainage account and requires that an Incumbency Certificate and Client Notice be executed by the City of Franklin to provide for portfolio access to the City of Franklin.

FINANCIAL IMPACT:

There is no financial impact with respect to this resolution or contract.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-71.

RESOLUTION 2025-71

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR ASSISTANT CITY ADMINISTRATOR – PUBLIC WORKS TO EXECUTE THE INCUMBENCY CERTIFICATE AND CLIENT NOTICE, COF CONTRACT 2025-0326, WITH TRUIST BANK WITH RESPECT TO THE RETAINAGE AGREEMENT BETWEEN SKANSKA USA BUILDING, INC. “SKANSKA” AND TRUIST BANK

WHEREAS, the construction manager at risk contract with Skanska, Contract No. 2024-0106, requires Skanska to establish a retainage agreement that places five percent of payments into an interest-bearing account, which is standard for construction contracts (Exhibit A, attached hereto); and

WHEREAS, Skanska is working with Truist Bank to establish the required retainage account; and

WHEREAS, Truist Bank requires an Incumbency Certificate and Client Notice be executed by the City of Franklin to provide for portfolio access to the City of Franklin which is standard for construction projects; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to execute the Incumbency Certificate and Client Notice to provide for portfolio access.

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

The City Administrator or Assistant City Administrator – Public Works is authorized to execute the Incumbency Certificate and Client Notice with Truist Bank.

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: _____
J. Blake Harper
Assistant City Attorney

INDIVIDUAL(S) AUTHORIZED TO DIRECT TRUIST BANK AND SIGN DOCUMENTS ON BEHALF OF CITY OF FRANKLIN ("CLIENT")

Specimen Signature:	Office Phone:	Mobile Phone:
	Email #1:	Email #2:
Name:	Truist PortfolioView Access (Y/N):	
Title:	Notes: (Enter # of Special Instructions Below): 1	

Specimen Signature:	Office Phone:	Mobile Phone:
	Email #1:	Email #2:
Name:	Truist PortfolioView Access (Y/N):	
Title:	Notes: (Enter # of Special Instructions Below): 1	

Specimen Signature:	Office Phone:	Mobile Phone:
	Email #1:	Email #2:
Name:	Truist PortfolioView Access (Y/N):	
Title:	Notes: (Enter # of Special Instructions Below): 1	

INDIVIDUAL(S) AUTHORIZED TO RECEIVE TRUIST PORTFOLIOVIEW ACCESS – ONLY

Name:	Office Phone:	Mobile Phone:
Title:	Email #1:	Email #2:

Name:	Office Phone:	Mobile Phone:
Title:	Email #1:	Email #2:

Name:	Office Phone:	Mobile Phone:
Title:	Email #1:	Email #2:

NOTE	SPECIAL INSTRUCTIONS (e.g., Limitations of Authority)
1	Authorized to perform all Client actions contemplated under the governing documents.
2	

The below undersigned individual hereby certifies: (i) to possess familiarity with documents and records that govern the applicable account and the operation and management of the Client, (ii) to have the power and authority on behalf of the Client to execute this Incumbency Certificate, and (iii) that the afore-referenced individuals (along with the undersigned, as noted) are duly authorized to instruct Truist Bank on behalf of the Client, and/or authorized to view bank statements regarding the applicable account.

By: _____
Date Signature Title
Name:

Truist Bank shall be entitled to rely, without any duty or further inquiry, upon (i) any instructions from the individuals listed herein, as well as (ii) the identity and authority of such persons represented on this Incumbency Certificate, and (iii) the genuineness and continued accuracy and effectiveness of this Incumbency Certificate until such time as Truist Bank receives written notice of changes to this Incumbency Certificate by the Client and confirms such notice. All current trust accounting access, including paper statements, online statements, and online transaction review access, shall remain approved, unless otherwise directed in writing. The Client shall promptly advise Truist Bank of any changes affecting this Incumbency Certificate and Truist Bank shall be protected in such reliance until advised of any changes or modifications in writing.

INDIVIDUAL(S) AUTHORIZED TO DIRECT TRUIST BANK AND SIGN DOCUMENTS ON BEHALF OF CITY OF FRANKLIN ("CLIENT")

Specimen Signature:	Office Phone:	Mobile Phone:
	Email #1:	Email #2:
Name:	Truist PortfolioView Access (Y/N):	
Title:	Notes: (Enter # of Special Instructions Below): 1	

Specimen Signature:	Office Phone:	Mobile Phone:
	Email #1:	Email #2:
Name:	Truist PortfolioView Access (Y/N):	
Title:	Notes: (Enter # of Special Instructions Below): 1	

Specimen Signature:	Office Phone:	Mobile Phone:
	Email #1:	Email #2:
Name:	Truist PortfolioView Access (Y/N):	
Title:	Notes: (Enter # of Special Instructions Below): 1	

INDIVIDUAL(S) AUTHORIZED TO RECEIVE TRUIST PORTFOLIOVIEW ACCESS – ONLY

Name:	Office Phone:	Mobile Phone:
Title:	Email #1:	Email #2:

Name:	Office Phone:	Mobile Phone:
Title:	Email #1:	Email #2:

Name:	Office Phone:	Mobile Phone:
Title:	Email #1:	Email #2:

NOTE	SPECIAL INSTRUCTIONS (e.g., Limitations of Authority)
1	Authorized to perform all Client actions contemplated under the governing documents.
2	

The below undersigned individual hereby certifies: (i) to possess familiarity with documents and records that govern the applicable account and the operation and management of the Client, (ii) to have the power and authority on behalf of the Client to execute this Incumbency Certificate, and (iii) that the afore-referenced individuals (along with the undersigned, as noted) are duly authorized to instruct Truist Bank on behalf of the Client, and/or authorized to view bank statements regarding the applicable account.

By: _____
Date Signature City Administrator
Name: Eric Stuckey

Truist Bank shall be entitled to rely, without any duty or further inquiry, upon (i) any instructions from the individuals listed herein, as well as (ii) the identity and authority of such persons represented on this Incumbency Certificate, and (iii) the genuineness and continued accuracy and effectiveness of this Incumbency Certificate until such time as Truist Bank receives written notice of changes to this Incumbency Certificate by the Client and confirms such notice. All current trust accounting access, including paper statements, online statements, and online transaction review access, shall remain approved, unless otherwise directed in writing. The Client shall promptly advise Truist Bank of any changes affecting this Incumbency Certificate and Truist Bank shall be protected in such reliance until advised of any changes or modifications in writing.



File #: 21-01036

DATE: August 15, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2025-75, A Resolution Authorizing City Of Franklin To Join The State Of Tennessee And Other Local Governments In Amending The Tennessee State-Subdivision Opioid Abatement Agreement And Approving The Related Settlement Agreements

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the City of Franklin Joining the State of Tennessee and Other Local Governments in Amending the Tennessee State-Subdivision Opioid Abatement Agreement and Approving the Related Settlement Agreement.

BACKGROUND/STAFF COMMENTS:

The City joined the state-wide opioid settlement agreements years ago. We have joined the settlements for Janssen/J&J, Walmart, Walgreens, CVS, Teva, Allegan, Kroger, and Purdue. If all eight "secondary manufacturer" settlements are fully adopted nationally, the maximum payments to Tennessee and its qualifying local governments would be more than \$19.4 million. The joinder process will also be similar to those settlements, with subdivision sign-on being coordinated by Rubris, which communicates with subdivisions via email as the "Implementation Coordinator." Tennessee subdivisions now have until October 8, 2025, to join this settlement.

FINANCIAL IMPACT:

Assuming the settlement agreement is accepted by the Court, the City would share in the \$19.4 million awarded to Tennessee.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-75.

RESOLUTION NO. 2025-75

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and Williamson County, Tennessee and the City of Franklin, Tennessee; and

WHEREAS, the City of Franklin has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the “Opioid Litigation”);

WHEREAS, the City of Franklin has previously joined settlements with multiple pharmaceutical distributors, manufacturers, and retail pharmacies;

WHEREAS, proposed settlements have also been reached with eight other manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (“Eight Manufacturer Settlements”);

WHEREAS, Tennessee local governments are being asked to amend the Tennessee State-Subdivision Opioid Abatement Agreement to have the Agreement apply to the new settlements with the Secondary Opioid Manufacturers. This process for amending the State-Subdivision Agreement is the same as it was for prior amendments.

WHEREAS, the State of Tennessee has joined the settlement, but for the agreement to become effective, a critical mass of subdivisions must sign onto the settlements. The joinder process will also be similar to those settlements, with subdivision sign-on being coordinated by Rubris, Inc. as the “Implementation Administrator.”

WHEREAS, the City of Franklin finds that joining the Secondary Manufacturer Opioid Settlements through Rubris, Inc. acceptable and in the best interest of the community;

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112th Tennessee General Assembly and it was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements;

WHEREAS, the Tennessee legislature enacted Public Chapter No. 302 during the 2025 Regular Session of the 114th Tennessee General Assembly and it was signed into law by Governor Bill Lee on May 2, 2025, which would apply the statutory provisions passed in 2021 to the Purdue Settlement and settlements with several additional manufacturers, if the agreements become effective;

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid-related litigation (“Settlement Funds”);

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the “Tennessee Plan”), attached hereto as “Exhibit A,” sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds;

WHEREAS, the Secondary Manufacturer Opioid Settlements: Summary for Tennessee Municipalities, attached hereto as “Exhibit B,” explains the joinder of subdivisions coordinated by Rubris, Inc. as the “Implementation Administrator” to join the settlements.

WHEREAS, Rubris, Inc. will send participation forms to join the settlements and to approve Amendment 7 to the Tennessee State-Subdivision Opioid Abatement Agreement, attached hereto as “Exhibit C”; and

WHEREAS, participation in these settlements by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from the pending proposed opioid settlements.

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

Section 1. That the City of Franklin finds that the amendments to the Tennessee Plan are in the best interest of the City of Franklin and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That the City of Franklin hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

Section 3. That the City of Franklin Mayor is hereby expressly authorized to sign-on to the new settlements with the Secondary Opioid Manufacturers through Rubris, Inc. and approve Amendment 7 to the Tennessee State-Subdivision Opioid Abatement Agreement.

Section 4. That the City of Franklin Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing the City of Franklin's agreement to the settlement of claims [and litigation] specifically related to the Purdue Settlement, the Eight Manufacturer Settlements and any other settlement of opioid-related claims that Tennessee has joined.

Section 5. That the City of Franklin Mayor is authorized to take such other action as necessary and appropriate to effectuate the City's participation in the Tennessee Plan and these settlements.

Section 6. This Resolution is effective upon adoption, the welfare of the City of Franklin, Tennessee requiring it.

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

[Signature lines to follow.]

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

Tennessee State-Subdivision Opioid Abatement Agreement: Summary of 2025 Amendment 7

As with prior settlements, Tennessee local governments are being asked to amend the Tennessee State-Subdivision Opioid Abatement Agreement to have the Agreement apply to the new settlements with the Secondary Opioid Manufacturers. The proposed amendment is summarized below. The participation packet for the Secondary Opioid Manufacturer settlements being sent to counties and qualifying municipalities by the national settlement implementation administrator will also include a form to approve the amendment. This process for amending the State-Subdivision Agreement is the same as it was for prior amendments.

The amendment applying the State-Subdivision Agreement to the Secondary Opioid Manufacturer settlements is Amendment 7. Amendments 1-5, were approved in 2023 and 2024. Amendment 6, which applies the State-Subdivision Agreement to the settlements with Purdue Pharma and the Sackler family, is included in the settlement packet for the Purdue/Sackler settlement. A copy of the State-Subdivision Agreement with attached amendments 1-5 and information about Amendment 6 can be found on the Attorney General opioid settlement webpage: [Opioid Settlements \(tn.gov\)](https://opiod.settlements.tn.gov).

Summary of Amendment 7

This amendment applies the terms of the State-Subdivision Agreement to the new settlements with Secondary Opioid Manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus. This amendment ensures the structure and procedures that apply to prior opioid settlements with the three national pharmaceutical distributors, pharmacy chains, and manufacturers will be the same for the new settlements. For example, the formula for using overdose and other data to allocate funds among the counties would be the same for the new agreements as with the existing ones.

Following Page: Text of Amendment

On the next page is the text of the amendment, set out as it should appear in the settlement packets from the national administrator.

Tennessee State-Subdivision Opioid Abatement Agreement – 2025 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement, previously amended in 2023 and 2024, is further amended as follows:

Amendment 7:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should they become effective:

- A. Alvogen Settlement Agreement
- B. Amneal Settlement Agreement
- C. Apotex Settlement Agreement
- D. Hikma Settlement Agreement
- E. Indivior Settlement Agreement
- F. Mylan Settlement Agreement
- G. Sun Settlement Agreement
- H. Zydus Settlement Agreement

Note on adoption of amendment:

Amendment 7 shall be effective if approved as set forth in Section IV.B.2 of the Agreement.

Secondary Manufacturer Opioid Settlements: Summary for Tennessee Municipalities

Tennessee has joined a broad coalition of states and local political subdivisions in reaching a nationwide settlement with eight additional manufacturers. If all eight “secondary manufacturer” settlements are fully adopted nationally, the maximum payments to Tennessee and its qualifying local governments would be more than \$19.4 million. Most states have joined the settlement, but for the agreement to become effective, a critical mass of subdivisions must sign onto the settlements by October 8, 2025.

- The settlements have the same basic structure as the eight prior opioid settlements that all counties and all municipalities eligible to receive payments joined in 2021, 2023, and 2024. The joinder process will also be similar to those settlements, with subdivision sign-on being coordinated by Rubris, which communicates with subdivisions via email as the “Implementation Administrator.” The administrator will send participation forms to join the settlements. At that time, subdivisions will also be asked to approve Amendment 7 to the Tennessee State-Subdivision Opioid Abatement Agreement. An explanation of the amendment can be found on the Attorney General website.
- The allocation and use of funds from these settlements are controlled by the settlement agreements, statutory provisions, and the State-Subdivision Agreement. Under the agreement, certain municipalities are eligible to receive direct settlement payments in addition to benefiting from programs funded by their counties and the independent Tennessee Opioid Abatement Council. The new settlements use the same Exhibit G direct payment list being used for the J&J/Janssen agreement and other previous settlements. Please note that not all municipalities are eligible for direct payments, even if they are being asked to support the settlement by participating.
- Maximum payments are dependent on all settlement incentives being reached. Earlier this year, the opioid settlement statutes were amended to address some of the secondary manufacturer settlements in the same manner as the earlier settlements. The amended statutes allow for the release of all state and subdivision claims against those companies if the settlements become effective. However, because agreements were not yet finalized, the statutory amendments did not include the Alvogen, Apotex, and Zydus agreements, which means it is vital for all subdivisions to submit their participation forms by the deadline..
- If maximum payments are earned, up to \$2.89 million of the settlement funds would be paid directly to Tennessee counties and municipalities from the Subdivision Fund. If maximum payments are earned, up to \$13.5 million of the settlement funds would be paid to the Tennessee Opioid Abatement Fund and dedicated to future opioid abatement. Pursuant to the legislation, 35% of these funds—approximately \$4.7 million—would be allocated to counties.
- It is vital that subdivisions join the settlement before the **October 8, 2025 deadline**. Not only does a municipality’s joinder help reach the critical mass of subdivision participation needed for the settlement to become effective, but it also makes the subdivision eligible for its maximum payments. Joinder by the deadline protects against the risk of missing an initial payment or delaying statewide payments.
- The settlement agreement, the Tennessee State-Subdivision Agreement, and additional information can be found on the Attorney General website: <https://www.tn.gov/attorneygeneral/working-for-tennessee/filings-of-interest/opioids.html>. Information on the joinder process and additional materials about the settlements can be found on the national settlement website: <https://nationalopioidsettlement.com>.



File #: 21-0368

DATE: August 13, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Shauna Billingsley, City Attorney
Vernon Gerth, Asst. City Administrator Community Development

SUBJECT:

Real Estate Infrastructure Development Districts In Tennessee - Policy Discussion Regarding Community Benefit Project Criteria, Transparency And Disclosure, And Maximum Assessments WS 4/8/25; 6/10/25

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the creation of a Real Estate Infrastructure Development District Policy for the City of Franklin.

BACKGROUND/STAFF COMMENTS:

The Residential Infrastructure Development Act (RIDA) of 2024 became effective May 1, 2024, and a similar but new act, the Real Estate Infrastructure Development Act, was approved during the recent 2025 legislative session. The law allows TN cities and counties to create special assessment districts to fund infrastructure that has a unique nexus to the proposed development.

This presentation and discussion builds upon our previous presentations as staff seeks additional guidance on the City's eventual Real Estate Infrastructure Development Policy. The presentation contains three main topics for discussion, including: Community/Public Benefit Project Criteria, Transparency and Disclosure, and Assessment Caps. Guidance is requested from the Board on the Community/Public Benefit Project Criteria section that will provide measurable criteria when the BOMA considers applications for establishing an infrastructure Development District (IDD). Staff also seeks guidance on the Transparency and Disclosure section that states how and the type of information to be presented to initial and future property owners who are taking ownership of property located within an IDD, prior to closing. The last topic of discussion is Assessment Caps. Guidance is requested on the aldermen's expectations for the maximum assessment to be assigned to a property. The presentation includes an exhibit that compares City and County property taxes with a likely assessment for a residential and commercial property. This guidance or assessment range is important for developers to have in preparing their financial module and IDD application.

FINANCIAL IMPACT:

Real Estate Infrastructure Development Districts are a development financing tool that creates a financial obligation for the owners of an assessed home and commercial property. There may also be costs incurred by the local government and the entity issuing long-term debt for administrative services discussed in the presentation. In the process of the Board of Mayor and Aldermen consideration of establishing an IDD, the Board could realize additional community/public benefits that exceed the city's current development standards and that would not be included in the development district funding model and assessment.

RECOMMENDATION:

This presentation is for information purposes and, based on the guidance, additional presentations and/or draft policy are forthcoming.

City of Franklin

Real Estate Infrastructure
Development Policy
Discussion

Agenda

- Community/Public Benefits
 - Measurable Project Criteria
- Disclosure and Transparency
- Cap on Assessments
- Questions and Next Steps

Community/Public Benefits I - IV

I. Extraordinary Benefits and Quality Development

The development shall provide clearly defined public benefits that directly advance specific goals outlined in Franklin's comprehensive and master plans. These public benefits shall be provided by the developer and not eligible for funding through the establishment of an Infrastructure Development District.

Minimum Performance Standards:

To be recognized under this policy, a development shall meet all five (5) of the following at a level exceeding baseline requirements.

- ❑ Construction or financial contributions to city priorities (e.g., the implementation of multimodal transportation improvements, such as greenways, bike lanes, traffic calming measures, and transit-supportive features that are in addition to the improvements required to serve the development) valued at a minimum of 1% of the funded value of the Development District; and
 - ❑ Construction, improvement, or financial contributions for public infrastructure, in addition to the infrastructure required to serve the development, such as roads, utilities, or stormwater facilities valued at a minimum of 1% of the funded value of the Development District; and
 - ❑ High-quality architectural and placemaking elements that exceed established base design standards and contribute to a distinct sense of place, as demonstrated through compliance with the current version of the city's development standards; and
 - ❑ When applicable, preservation, restoration, or adaptive reuse of designated historic structures or resources valued at a minimum of 1% of the funded value of the Development District; and
- 4
- ❑ Creation and integration of public art and wayfinding into public-facing areas.

II. Enhance Public Service and Safety – two or more are present

To ensure long-term fiscal sustainability, the development optimizes public services and community well-being by integrating land dedications, site planning, and infrastructure improvements that exceed minimum regulatory requirements and provide direct, measurable benefits to the City's essential service systems.

Minimum Performance Standards:

Under this policy, a development shall provide two or more of the following at a level exceeding baseline requirement:

☐ Land Dedication for Public Use:

- Dedicate at least 5% of the total site area to the City for facilities such as schools, fire/rescue stations, libraries, community centers, etc. that align with adopted public facility/school plans and level of service standards.
- At the discretion of the Board of Mayor and Aldermen, an equivalent value cash contribution may be accepted to support the development of a public use elsewhere.

☐ Parks and Greenways:

- For developments not designed under the Envision Franklin Village Green or Neighborhood Green Design Concepts, provide at least 20% additional public open space than required by the city's development regulations.
- Include connected greenway trails that link to the regional or citywide trail network, with a minimum length of 1,000 linear feet per 50 acres developed.

❑ **Service Access Design:**

Design street and site layouts to enable emergency service access within four (4) minutes travel time to at least 90% of residential units or commercial space or as determined by the City of Franklin Fire Marshal.

❑ **Underground Public Infrastructure Adjacent to Development - Offsite:**

Underground all public utilities located on all public roads located adjacent to the development.

❑ **Long-Term Maintenance and Operational Agreements:**

Establish funding mechanisms (e.g., community maintenance agreements) that offset at least 50% of the City's projected costs for maintaining non-standard infrastructure or open space created by the development. (example: sanitary sewer lift station).

Documenting Community/Public Benefits

All proposed community/public benefits shall be documented, quantified, and aligned with adopted community priorities as part of the Infrastructure Development District application and approval process.

III. Attainable Housing

When residential housing is proposed within the development, at least 10% of the total units shall be deed-restricted for households earning between **50% and 150% of Area Median Income (AMI)**, as defined annually by the U.S. Department of Housing and Urban Development. The development shall include a mix of housing types when supported by Envision Franklin (e.g., apartments, townhomes, and single-family units) to serve a range of household sizes and income levels, with the goal of providing an equal number of the deed-restricted housing units for affordable (< 80% AMI) and workforce (between 80% – 150% AMI) income families. When apartment and for sale units are provided within a development an equal number of deed-restricted rental and for sale units shall be provided for both affordable and workforce families.

IV. Redevelopment – one or more are present

When applicable, the development shall include a portion of the community generally characterized by aging infrastructure, underutilized properties, and generally considered to be an opportunity for revitalization and redevelopment. The development shall include at least 20% of its project area within a census tract or block group (subdivision) where one or more of the following are present:

- ☐ The existing site layout and architecture are not meeting the City's current regulations;
- ☐ More than 50% of buildings are over 40 years old;
- ☐ At least 20% of parcels have an assessed building-to-land value ratio below 0.3 (a low ratio suggests the land holds more value than the building. Subsequently, the land is underutilized);
- ☐ Where there is a predominance of surface parking lots and when incorporating a mixture of other commercial and residential uses into a parking structure will increase value, revenue potential and create a more vibrant, walkable neighborhood.

Disclosure and Transparency Policy Language

The Franklin Board of Mayor and Aldermen in authorizing the establishment of an Infrastructure Development District (IDD) is committed to promoting accountability, transparency, and informed decision-making for all current and future residents within the district. To ensure fairness and protect the public interest, the City establishes the following policy regarding disclosure and transparency by developers and sellers of property within the district. The special assessment debt-issuing entity and/or the assessment administrator shall review and verify compliance with this policy and coordinate with regulatory agencies, title companies, and homeowner associations to ensure proper disclosure practices are followed.

1. Full Disclosure of District Obligations and Assessments

Prior to the sale of any property within the IDD, developers and sellers shall provide clear, written disclosure to prospective buyers of the following:

- The existence, purpose, and governance structure of the IDD;
- All current and projected special assessments, taxes, and fees levied by the city, including capital improvement and maintenance obligations;
- Any outstanding debt incurred by the special assessment debt-issuing entity that affects the property;
- This information shall be included in the purchase contract and acknowledged by the buyer a minimum of three (3) business days before closing.

2. Infrastructure and Service Commitments

Developers shall provide buyers with a plain-language summary of planned infrastructure and community amenities to be funded or maintained within the IDD, including:

- Projected timelines, phasing, and associated completion dates;
- Responsibilities of the developer, any future homeowner's association, the city, and the special assessment debt-issuing entity;
- Any known risks, delays, or dependencies that could affect delivery of the development.

3. Public Access to Documents and Records

A publicly accessible website shall be maintained by the assessment administrator or other appropriate party so current and prospective homeowners can access the following:

- Governing documents (e.g., formation documents, bylaws, resolutions);
- Budgets, audits, meeting agendas, and minutes;
- Infrastructure plans, service agreements, and debt disclosures.

4. Ongoing Disclosure Requirements for Resales

Subsequent sellers of property within the IDD shall provide the same disclosures to future buyers, in accordance with state and local laws. The assessment administrator or other appropriate party may offer standardized templates to assist in compliance.

Cap on Assessments

Sample Property Tax Bills for IDD Properties

	<u>Scenario 1- Residential</u>	<u>Scenario 2- Commercial</u>
A) Estimated Appraised Value	\$1,000,000	\$3,650,000
B) Assessed Value for Property Tax Purposes	\$250,000	\$1,460,000
C) Tax Year 2025 (FY 2026) City/County Property Tax Rates per \$100 of Assessed Valuation	City \$0.296 County \$1.30	City \$0.296 County \$1.30
D) Annual County Property Taxes Due	\$3,250	\$18,980
E) Annual City Property Taxes Due (before Assessment)	\$740	\$4,321
F) Annual Assessment Capped @ 5X City Property Taxes	\$3,700	\$21,605
G) (D+E+F) Total – City and County Property Taxes + Max Assessment	\$7,690	\$44,906
H) (F/G) % of Total Tax Bill Attributed to Assessment	48.1 %	48.1 %

The State of TN established assessment ratios are 25% for residential and 40% for commercial/industrial properties. The scenarios above assume a **maximum assessment of 5 times the city property taxes** due when the improvements are initially placed on the tax rolls.

Thank you

Eric Stuckey, City Administrator

Vernon Gerth, Assistant City Administrator

Kristine Brock, Assistant City Administrator

Shauna Billingsley, City Attorney

Betsy Knotts, Bass, Berry & Sims PLC

City of Franklin – Real Estate Infrastructure Development Policy Discussion

Disclosure and Transparency Section

The Franklin Board of Mayor and Aldermen in authorizing the establishment of an Infrastructure Development District (IDD) is committed to promoting accountability, transparency, and informed decision-making for all current and future residents within the district. To ensure fairness and protect the public interest, the City establishes the following policy regarding disclosure and transparency by developers and sellers of property within the district. The special assessment debt-issuing entity and/or the assessment administrator shall review and verify compliance with this policy and coordinate with regulatory agencies, title companies, and homeowner associations to ensure proper disclosure practices are followed.

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- The existence, purpose, and governance structure of the IDD;
- All current and projected special assessments, taxes, and fees levied by the city, including capital improvement and maintenance obligations;
- Any outstanding debt incurred by the special assessment debt-issuing entity that affects the property;
- This information shall be included in the purchase contract and acknowledged by the buyer a minimum of three (3) business days before closing.

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Developers shall provide buyers with a plain-language summary of planned infrastructure and community amenities to be funded or maintained within the IDD, including:

- Projected timelines, phasing, and associated completion dates;
- Responsibilities of the developer, any future homeowner's association, the city, and the special assessment debt-issuing entity;
- Any known risks, delays, or dependencies that could affect delivery of the development.

3. Public Access to Documents and Records

A publicly accessible website shall be maintained by the assessment administrator or other appropriate party so current and prospective homeowners can access the following:

- Governing documents (e.g., formation documents, bylaws, resolutions);
- Budgets, audits, meeting agendas, and minutes;
- Infrastructure plans, service agreements, and debt disclosures.

4. Ongoing Disclosure Requirements for Resales

Subsequent sellers of property within the IDD shall provide the same disclosures to future buyers, in accordance with state and local laws. The assessment administrator or other appropriate party may offer standardized templates to assist in compliance.

*City of Franklin – Real Estate Infrastructure Development Policy Discussion
Community/Public Benefits Section*

I. Extraordinary Benefits and Quality Development – shall meet all five

The development shall provide clearly defined public benefits that directly advance specific goals outlined in Franklin’s comprehensive and master plans. These public benefits shall be provided by the developer and not eligible for funding through the establishment of an Infrastructure Development District.

Minimum Performance Standards:

To be recognized under this policy, a development shall meet all five (5) of the following at a level exceeding baseline requirements.

- ☐ Construction or financial contributions to city priorities (e.g., the implementation of multimodal transportation improvements, such as greenways, bike lanes, traffic calming measures, and transit-supportive features that are in addition to the improvements required to serve the development) valued at a minimum of 1% of the funded value of the Development District; and
- ☐ Construction, improvement, or financial contributions for public infrastructure, in addition to the infrastructure required to serve the development, such as roads, utilities, or stormwater facilities valued at a minimum of 1% of the funded value of the Development District; and
- ☐ High-quality architectural and placemaking elements that exceed established base design standards and contribute to a distinct sense of place, as demonstrated through compliance with the current version of the city’s development standards; and
- ☐ When applicable, preservation, restoration, or adaptive reuse of designated historic structures or resources valued at a minimum of 1% of the funded value of the Development District; and
- ☐ Creation and integration of public art and wayfinding into public-facing areas.

II. Enhance Public Service and Safety – shall meet two or more

To ensure long-term fiscal sustainability, the development optimizes public services and community well-being by integrating land dedications, site planning, and infrastructure improvements that exceed minimum regulatory requirements and provide direct, measurable benefits to the City's essential service systems.

Minimum Performance Standards:

To be recognized under this policy, a development shall provide two (2) or more of the following at a level exceeding baseline requirement:

☐ **Land Dedication for Public Use:**

- Dedicate at least 5% of the total site area to the City for facilities such as schools, fire/rescue stations, libraries, community centers, etc. that align with adopted public facility/school plans and level of service standards.
- At the discretion of the Board of Mayor and Aldermen, an equivalent value cash contribution may be accepted to support the development of a public use elsewhere.

☐ **Parks and Greenways:**

- For developments not designed under the Envision Franklin Village Green or Neighborhood Green Design Concepts, provide at least 20% additional public open space than required by the city's development regulations.
- Include connected greenway trails that link to the regional or citywide trail network, with a minimum length of 1,000 linear feet per 50 acres developed.

☐ **Service Access Design:**

Design street and site layouts to enable emergency service access within four (4) minutes travel time to at least 90% of residential units or commercial space or as determined by the City of Franklin Fire Marshal.

☐ **Underground Public Infrastructure Adjacent to Development - Offsite:**

Underground all public utilities located on all public roads located adjacent to the development.

☐ **Long-Term Maintenance and Operational Agreements:**

Establish funding mechanisms (e.g., community maintenance agreements) that offset at least 50% of the City's projected costs for maintaining non-standard infrastructure or open space created by the development. (example: sanitary sewer lift station).

Documenting Community/Public Benefits

All proposed community/public benefits shall be documented, quantified, and aligned with adopted community priorities as part of the Infrastructure Development District application and approval process.

III. Attainable Housing – shall meet when development includes residential units

When residential housing is proposed within the development, at least 10% of the total units shall be deed-restricted for households earning between **50% and 150% of Area Median Income (AMI)**, as defined annually by the U.S. Department of Housing and Urban Development. The development shall include a mix of housing types when supported by Envision Franklin (e.g., apartments, townhomes, and single-family units) to serve a range of household sizes and income levels, with the goal of providing an equal number of the deed-restricted housing units for affordable (< 80% AMI) and workforce (between 80% – 150% AMI) income families. When apartment and for sale units are provided within a development an equal number of deed-restricted rental and for sale units shall be provided for both affordable and workforce families.

IV. Redevelopment – shall meet one or more

When applicable, the development shall include a portion of the community generally characterized by aging infrastructure, underutilized properties, and generally considered to be an opportunity for revitalization and redevelopment. The development shall include at least 20% of its project area within a census tract or block group (subdivision) where one (1) or more of the following are present:

- ☐ The existing site layout and architecture do not meet the City’s current regulations;
- ☐ More than 50% of buildings are over 40 years old;
- ☐ At least 20% of parcels have a building-to-land value ratio below 0.3 (a low ratio suggests the land holds more value than the building. Subsequently the land is underutilized);
- ☐ Where there is a predominance of surface parking lots and when incorporating a mixture of other commercial and residential uses into a parking structure will increase value, revenue potential and create a more vibrant, walkable neighborhood.

Real Estate Infrastructure Development Act of 2025

Agenda

- TCA 7-84-801 et seq.
- Nexus
- Community Benefit Project Criteria

HB636/SB26

Public Chapter 357



State of Tennessee

PUBLIC CHAPTER NO. 357

SENATE BILL NO. 26

By Pody, Johnson, Yarbro

Substituted for: House Bill No. 636

By Burkhardt, McCalmon, Moon, Butler, Carringer, Reeves, Hardaway, Hemmer

AN ACT to amend Tennessee Code Annotated, Title 7; Title 9; Title 12; Title 13; Title 66; Title 67 and Title 68, relative to infrastructure development districts.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Title 7, Chapter 84, is amended by adding the following as a new part:

7-84-801. Short title.

This part is known and may be cited as the "Real Estate Infrastructure Development Act of 2025."

7-84-802. Part definitions.

As used in this part, unless the context otherwise requires:

(1) "Assessed value" means value as assessed for municipal property tax purposes;

(2) "Developer" means one (1) or more persons or entities identified as the developer in the establishment resolution and as being responsible for the development of a district, together with the successors and assignees of the person or entity;

(3) "Establishment resolution" means the resolution of the governing body, adopted pursuant to this part, establishing a district;

(4) "Governing body" means the council, commission, board, or other body exercising general legislative power in a host municipality;

(5) "Host municipality" means:

(A) For a district the boundaries of which are not located entirely within a single incorporated town or city that:

Real Estate Infrastructure Development Act of 2025

- Only statute that the City can use based on the definition of “host municipality”
- Initiated by the filing of a petition by an owner and developer
- Must hold public hearing between 30 and 45 days following the filing of the petition
- At the end of the public hearing the Host Municipality must either adopt, adopt as amended, or reject the organization of the proposed infrastructure development district by resolution
- Specific language is required in the resolution
- Among other options, the Host Municipality has authority to delegate to the IDB the authority to issue revenue bonds by agreement

Nexus

What it is:

- “Nexus and rough proportionality”
- Must be related to the project
- No case law yet on this new law but best to be conservative until bright line rules are established



Community Benefit Project Criteria

Subject to the requirements of this policy, the Board of Mayor and Aldermen shall consider supporting the establishment of an Infrastructure Development District provided the development includes public benefits that are superior to the level of community benefits typically generated by other development projects that would not involve the financing of an Infrastructure Development District.

Community Benefit Project Criteria - Examples

Extraordinary Benefits and Quality Development. The development delivers exceptional public benefits that directly support and advance the vision and goals of Franklin's Comprehensive and Master Plans. These benefits may include financial contributions and infrastructure enhancements, distinctive architectural and place-making designs, preservation of historical assets, multi-modal transportation improvements, and enhanced parks, trails, open space, and recreational amenities;

Housing Diversity. When residential housing is proposed, the development will include a mix of housing types to serve residents across a variety income levels, including providing a percentage of the housing units that are deed-restricted for families whose income falls within the affordable and/or workforce income range and published annually by the Department of Housing and Urban Development;

Redevelopment. The development shall include a portion of the community characterized by aging infrastructure and underutilized properties and generally considered to be an opportunity for revitalization and redevelopment;

Enhance Public Service and Safety. The development optimizes public services and service delivery through its design. Examples include the dedication of land for schools, fire stations, parks, greenways, and other features that support the city's essential services and, exceed those required of other projects;

Thank you

Eric Stuckey, City Administrator

Vernon Gerth, Assistant City Administrator

Kristine Brock, Assistant City Administrator

Shauna Billingsley, City Attorney

Residential Infrastructure Districts in Tennessee

APRIL 8, 2025

Agenda

- Background of the Residential Assessment District Act of 2024
- Tennessee Districts Created To Date
 - City of Bristol
 - Knox County
 - Comparison of Financial Impact to Homeowners
 - Highlights of adopted RIDA Policies
- Policy Considerations for City of Franklin
- Other Considerations

Background

- The Residential Infrastructure Development Act (“RIDA”) of 2024 became effective May 1, 2024.
- Allows TN cities and counties to create special assessment districts to fund infrastructure that has a unique nexus to the proposed development.
- Districts must be at least 5 acres and have capital costs of at least \$5 million.
- Assessments can be annually levied for up to 30 years to reimburse developers for infrastructure costs or to pay principal and interest on bonds.
- Bonds may be issued through city or county or an Industrial Development Board.
- A fee of up to 5% of all special assessments collected may be retained to pay admin costs that are incurred.

Brief Comparison of First Two RIDA Jurisdictions to City of Franklin

	<u>City of Bristol</u>	<u>Knox County</u>	<u>City of Franklin</u>
Census Bureau MSA	Kingsport-Bristol	Knoxville	Nashville-Murfreesboro
7/1/23 Pop Estimate	27,854	500,669	88,558
Pop Change 2019-2023 (%)	2.7%	4.5%	6.0%
Moody's General Obligation Bond Rating	Aa2	Aa1	Aaa
Unemployment Rate January 2025	3.9%	3.3%	2.9%
Median Home Listing Price, February 2025	\$289,900	\$421,100	\$1,187,210
Land area in square miles, 2020	32.66	508.33	42.75
Population per square mile, 2020	831.1	942.2	1,952.0

City of Bristol, Tennessee

- “The Hideaway at Fox Meadows Residential Infrastructure Development District” approved by resolution on July 9, 2024
- Approximately 154 single family homes
- Annual assessments are capped at \$1,000/yr for a term not to exceed 12 years
- Estimated project cost funded by the assessment of \$1,050,000 for sanitary sewer infrastructure (Project has other capital costs of \$6,991,250 within the district)
- Homes vary between single and two story floorplans ranging from approx. 1,400 to 3,400 square feet.
- Sale prices for homes range from \$290s to \$380s

City of Bristol, Tennessee

City agrees to:

- “Authorize the issuance of bonds or other debt to be issued directly by the City or one or more industrial development boards or public building authorities designated by the City for such purpose”
- Levy and collect an annual assessment on each residential property for a period of no more than 12 years
- Directly administer billing and collection of the assessment in addition to ad valorem taxes;
- “Take any and all steps that it may elect to provide for the enforcement and collection of assessments”

Knox County, Tennessee

- “2814 Tipton Station Road Residential Infrastructure Development District”
Approved January 2025
- Residential development located at 2814 Tipton Station Road. 2024 zoning change from heavy industrial to residential.
- Site was formerly used to manufacture explosives, plastics and other industrial chemicals from 1950s to 1970s.
- Approx 342 homes with 4 homes per acre.
- Annual assessments are capped at \$1,000/yr “subject to annual adjustments based upon increases in the consumer price index” for a term of 25 years.
- Estimated project cost funded by the assessment of \$6,500,000 for “offsite road improvements, extended boulevard and water and sewer upgrades”. (Project has other capital costs of \$75,460,000 within the district.)

Knox County, Tennessee

County agrees to:

- “Authorize the issuance of bonds or other debt to be issued directly by the industrial development board”
- Knox County Engineering & Public Works Department to oversee project
- Levy and collect an annual assessment on each residential property for a period of no more than 30 years
- Directly administer billing and collection of the assessment in addition to ad valorem taxes; Remit funds to IDB for payment of debt service
- “Take any and all steps that it may elect to provide for the enforcement and collection of assessments”

Comparison of Tax Bills for Sample Properties in Two TN Residential Assessment Districts

	City of Bristol	Knox County
Estimated Appraised Value or Residence	\$375,000	\$375,000
Assessed Value for Tax Purposes (25% of Appraised)	\$93,750	\$93,750
Tax Year 2024 Property Tax per \$100 of Assessed Valuation (County)	\$2.4962	\$1.554
Tax Year 2024 Property Tax per \$100 of Assessed Valuation (City)	\$2.25	NA
Annual Property Taxes Due (before Assessment)	\$4,450	\$1,457
Max Allowable Annual Assessment	\$1,000	\$1,000
Total Property Taxes & Assessment	\$5,450	\$2,457
% of Total Attributed to Assessment	18.34%	40.7%

Highlights of RIDA Policy Documents

	<u>City of Bristol</u>	<u>Knox County</u>
Formal Application Process	Petitions submitted to City Manager; Case by Case review	Petitions filed with County Clerk after Concept Plan approved by the Knoxville-Knox County Planning Commission
Minimum Capital Costs in the District	\$5,000,000	\$10,000,000
Minimum Number of Acres	5 acres	10 acres
Maximum Assessment per Parcel	Not specified in policy. First district had a cap of \$1,000.	\$1,000 annually subject to annual adjustments based upon increases in the CPI
Maximum Number of Assessment Years	Not specified in policy. (First district had a max of 12 years.)	30 years (First district was for 25 years)

Highlights of RIDA Policy Documents

	<u>City of Bristol</u>	<u>Knox County</u>
Issuer of RIDA Debt	Either City or Industrial Development Board or Public Building Authority	Industrial Development Board
Provider of Administrative Services for Industrial Development Board	City Economic Development Department	Knox County Chamber
Collector of Property Taxes and annual assessments	City Finance Department	County Trustee
Administrative Fee	Not specified in policy. First district has an admin fee of up to 5%.	5% of all special assessments collected by the County retained by the County to pay admin costs incurred by the Trustee and the IDB.

Additional Features of Policies

City of Bristol

Policy adopted by Resolution on February 4, 2025, only addresses three significant areas:

- Requires the notice of special assessment to be recorded in the Register of Deeds Office (Sullivan County)
- Prohibits including residential assessment district within a Tax Increment Financing (TIF) or Payment in Lieu of Tax (PILOT) district, and
- States that RIDA bonds will likely be issued on a taxable basis.

Knox County

Policy adopted by Resolution in January 2025 is comprehensive (15 pages).

- Includes extensive forms and processes for potential applicants.
- Requires developers to hold at least one community meeting within the community in which the development is located.
- Requires County's Department of Engineering to provide quarterly reports to the County Commission on each approved district while under construction and for developer to provide periodic reports to County Commission until project is finished.
- Developer must pay all expenses incurred by the County and the IDB including attorney's fees and fees of the County's Department of Engineering regardless of whether a petition is approved or any financing closed.

Policy Considerations for City of Franklin

- Should the City receive a public benefit from authorizing RIDAs?, for example:
 - Increase the supply of workforce priced housing
 - Improvement of blighted properties
 - Redevelopment or rehabilitation of properties that will not improve without government intervention
- RIDA Debt will not be rated investment grade (i.e. speculative debt) with higher interest costs than the City's general obligation debt repaid from property taxes.
 - Risks include technical default (collected assessments are less than the debt service coverage requirement), delinquency (assessments are not collected on time) and default (collections are not adequate to pay debt service).
 - Debt Policy for City or IDB would need to be revised to reflect the issuance, administration and monitoring of speculative debt.

Policy Considerations for City of Franklin

- Should the City set its own minimum capital investment value?
- Should the City stipulate the type of improvement funded by a special assessment, such as sewer vs roadway?
- Should the City establish a maximum percentage of total infrastructure investment that may be funded by an assessment district, such as 25%?

Policy Considerations for City of Franklin

- The City of Franklin has not billed and collected its own property taxes for over 12 years. The Williamson County Trustee has provided this effective and efficient service on behalf of the City. Is BOMA willing to fund tax collection services apart from the services provided by the County Trustee?
- A 5% admin fee, the max allowed per state statute, may not cover all of the additional costs for tax billing, collecting, debt administration and legal fees of delinquent tax/special assessment collection. Is BOMA willing to appropriate General Fund revenues to fund administrative costs?
- The City's Industrial Development Board does not have full time staff available to provide administrative oversight for complex debt issuance and management. Additional administrative capacity would be necessary to provide these services.

Two Scenarios for Potential City of Franklin Residential Assessment Districts

	Scenario A	Scenario B
Estimated Appraised Value or Residence	\$1,000,000	\$1,000,000
Assessed Value for Tax Purposes (25% of Appraised)	\$250,000	\$250,000
Tax Year 2024 Property Tax per \$100 of Assessed Valuation (County)	\$1.88	\$1.88
Tax Year 2024 Property Tax per \$100 of Assessed Valuation (City)	\$0.3261	\$0.3261
Annual Property Taxes Due (before Assessment)	\$5,515	\$5,515
Annual Assessment	\$5,000	\$2,500
Total Property Taxes & Assessment	\$10,515	\$8,015
% of Total Attributed to Assessment	47.55%	31.19%

The only change between Scenarios A and B is the amount of the annual special assessment.

In Conclusion

- Staff will continue to monitor the first two RIDAs in Tennessee as they move forward and look for additional RIDAs that may be established in local governments more similar to Franklin.
- Does the Board of Mayor and Aldermen want further information on policy areas presented tonight, such as
 - More research on the relativity between the City's AAA/Aaa General Obligation Bond rating and the authorization of speculative (non-investment grade) long term debt for RIDAs.
 - Estimated costs for administration of a residential assessment district in the City of Franklin (billing, collection, administrative capacity for Industrial Development Board, etc.)?
 - Draft policy language specific for the City of Franklin that may include
 - Prioritization of Public Purposes (i.e. workforce housing, improvement of blighted properties, etc.) for use in consideration of applications.
 - Maximum annual costs to the residential homeowner
 - Minimum total capital investment of the development.