



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, October 14, 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. Consideration Of Resolution 2025-78, A Resolution To Initiate A Study At The Request Of The Property Owner For A Plan Of Services For A Potential Future Annexation Of 4.08 Acres, Located East Of Oxford Glen Drive And North Of Clovercroft Road. Establishing A Public Hearing On November 11, 2025

Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph

2. *Consideration Of COF Contract No. 2025-0346, With Habitat For Humanity Williamson-Maury For Reimbursement Of Costs From Community Development Block Grant Funds Toward The Construction Of Two New, Affordable, Deed-Restricted Single Family Homes At 409 Natchez St And 1209 Mulberry St In An Amount Not To Exceed \$250,000.

Sponsors: Tom Marsh, Kathleen Sauseda

3. *Consideration Of Procurement Award To Polydyne Inc. Of Riceboro, Georgia In The Total Amount Of \$172,273.59 Per Year For Sludge Polymer For Wastewater Sludge Dewatering For The Water Reclamation Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2025-015; \$160,000.00 For Pre-polymer And \$300,000 For Post-polymer Budgeted In 431-83220-52213 For Fiscal Year 2026; Contract No. 2025-0322)

Sponsors: Michelle Hatcher, Brian Goodwin

4. Consideration Of Amendment 1 To COF Contract No. 2025-0125, With Toll Southeast LP Company, Inc. For Parkland Impact Fee And Construction Agreement For Magnolia Green

Sponsors: Lisa Clayton, Heather Eusebio

5. Consideration Of Resolution 2025-73, A Resolution To Amend Certain Provisions Of Resolution 2018-65 Establishing Defined Contribution Retirement Plans Effective January 1, 2019, For Employees Hired On

Or After January 1, 2017

Pension 8/25/25, 7-0

Sponsors: Kristine Brock, Kevin Townsel

6. Consideration Of Ordinance 2025-41, An Ordinance To Amend Title 6, Chapter 1, Sec. 109 Of The Franklin Municipal Code Relative To Arrests By Police Officers

Sponsors: Shauna Billingsley

7. Annexation Cost Analysis Calculator

Sponsors: Michael Walters Young, Katherine Harelson, Andrew Orr, Eric Conner

8. Presentation On The Liberty Pike & Mallory Lane Intersection Improvements Project's Updated Traffic Analysis And Proposed Scoping Change

Sponsors: Paul Holzen, Jonathan Marston, William Banks

OTHER BUSINESS

ADJOURN

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



File #: 21-0432

DATE: August 26, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Chelsea Randolph, Principal Planner

SUBJECT:

Consideration Of Resolution 2025-78, A Resolution To Initiate A Study At The Request Of The Property Owner For A Plan Of Services For A Potential Future Annexation Of 4.08 Acres, Located East Of Oxford Glen Drive And North Of Clovercroft Road. Establishing A Public Hearing On November 11, 2025

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-78, A Resolution Initiating The Annexation Process And Draft Plan Of Services, For The Possible Annexation Of 4.08 Acres, Located East Of Oxford Glen Drive And North Of Clovercroft Road. Establishing A Public Hearing On November 11, 2025.

PROJECT INFORMATION

Applicant: Tyler DeBoer
Owners: Tyler DeBoer

BACKGROUND/STAFF COMMENTS:

The property being considered is located east of Oxford Glen Drive and north of Clovercroft Road. This property is adjacent to Planned Districts with single-family residential uses. This property is contiguous to the City limits and within the City's Urban Growth Boundary (UGB). This property is within the Mixed Residential Design Concept as defined by the Envision Franklin Land Use Plan. Envision Franklin's Mixed Residential Design Concept states that "The defined character across this design concept may vary by neighborhood, but new development should transition from existing development patterns in adjacent neighborhoods." In addition, the design concept states, "New neighborhoods should have walkable, well-connected street systems that connect to surrounding neighborhoods and nearby destinations."

It is the intention of the applicant to develop a few single-family homes but no formal plan has been submitted for staff to review.

A draft Plan of Services is included as an attachment. The Plan of Services outlines how the City will serve the properties requesting annexation and any additional infrastructure that would be required for new development. This property is in the Watson Creek Drainage Basin and was identified as a short-term capability area in the City's Annexation Analysis.

The properties lie within the Milcrofton Utility District and would need to follow their guidance on extending water infrastructure. The proposed development is adjacent to the existing City of Franklin limits. Novara Subdivision lies west of the subject property. If the Novara development moves forward and extends sanitary sewer, the applicant's sanitary sewer extension requirements may be decreased. Without the development of Novara, the applicant would be required to extend the sewer approximately 3000 feet to serve the subject property. The sanitary sewer must extend across subject property for future sewer continuation. This property includes future roadways listed on the Major Thoroughfare Plan, including Clovercroft Road. This property shall not be developed with additional density without the needed infrastructure from the adjacent development.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-78.

RESOLUTION 2025-78

**A RESOLUTION TO INITIATE A STUDY AT THE REQUEST OF THE PROPERTY OWNER FOR
A PLAN OF SERVICES FOR A POTENTIAL FUTURE ANNEXATION OF 4.08 ACRES, LOCATED
EAST OF OXFORD GLEN DRIVE AND NORTH OF CLOVERCROFT ROAD.**

WHEREAS, Tina DeBoer et al. (Owners) of property located east of Oxford Glen Drive and north of Clovercroft Road (Property) petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (City), to annex the Property adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, it is believed it is in the best interest of the City to further investigate the area petitioned to be annexed in order to consider the area for future development in accordance with City standards;

WHEREAS, this resolution shall not bind the City to later annex the Property, and this resolution is not approving a plan of service; and

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

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

SECTION I. That the Property to be further considered by the Franklin Municipal Planning Commission and the Board of Mayor and Alderman is located east of Oxford Glen Drive and north of Clovercroft Road as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
080-00705	4.08
Total	4.08

SECTION II: That the attached Draft Plan of Services hereto as Exhibit B shall provide guidance to the Board of Mayor and Alderman on how the Property would be served by City resources but is not binding on final annexation.

SECTION III: That the Draft Plan of Services shall be studied by City staff and amended as needed during the study before final presentation to the Franklin Municipal Planning Commission and BOMA.

SECTION IV. **BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Resolution shall take effect from and after its passage.

IT IS SO RESOLVED AND DONE on this ____ 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



HISTORIC
FRANKLIN
TENNESSEE

EXHIBIT
DEBOER LAND, ANNEXATION INITIATION
CLOVERCROFT ROAD
4.08 ACRES



Legend



DeBoer Land



City Limits



0 250 500 1,000
Feet

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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DRAFT Plan of Services Exhibit B

The Property is located East of Oxford Glen Drive and North of Clovercroft Road, contiguous to the City limits, within the eastern portion of the Urban Growth Boundary, and as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
080-00705	4.08
Total	4.08

A. Water

1. The Property is located within the Milcrofton service area.
2. Water availability shall be approved and provided through the City of Franklin prior to annexation.
3. The Owner shall be required to provide adequate fire flow and pressure to the Property.

ISSUES TO CONSIDER:

- N/A

B. Reclaimed Water

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

ISSUES TO CONSIDER:

- N/A

C. Wastewater

1. The Property lies within the Watson Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The proposed development of the Property is anticipated to construct sanitary sewer extension to adequately serve Property.
3. The Owner shall be required to extend the sanitary sewer mains approximately 3000 feet to provide service to the subject Property. The sanitary sewer must extend across subject property for future sewer continuation.
4. The City of Franklin Sanitary Sewer System Basin Plans show this as an 8" sanitary sewer main.
5. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
6. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
7. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in the Franklin Municipal Code.
8. All wastewater requirements listed herein are approximate based on the information available at the time of drafting of this plan of service. Additional infrastructure requirements may be needed depending on the layout of the project and additional details provided by the developer.

DRAFT Plan of Services Exhibit B

ISSUES TO CONSIDER:

- *The proposed development is adjacent to the existing City of Franklin limits. Novara Subdivision lies west of the subject property. If the Novara development moves forward and extends sanitary sewer, the applicant's sanitary sewer extension requirements may be decreased. Without the development of Novara, the applicant would be required to extend the sewer approximately 3000 feet to serve the subject property.*

D. Stormwater

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

ISSUES TO CONSIDER:

- N/A

E. Streets

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

ISSUES TO CONSIDER:

- *This property includes future roadways listed on the Major Thoroughfare Plan. It includes Clovercroft Road.*
- *This property shall not be developed with additional density without the needed infrastructure from the adjacent development.*

F. Traffic Control

1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time.
2. New development after the effective date of annexation shall comply with City regulations governing traffic control devices and markings.

ISSUES TO CONSIDER:

- N/A

G. Street Lighting

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

DRAFT Plan of Services Exhibit B

streetlights shall coincide with the phasing of development and issuance of Certificates of Occupancy.

ISSUES TO CONSIDER:

- N/A

H. Street Name Signs

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

ISSUES TO CONSIDER:

- N/A

I. Fire Protection

1. Franklin Fire Department's present personnel and equipment will provide fire protection on and after the effective date of annexation. The current response will primarily be from Fire Station 6, 1061 Cool Springs Boulevard.
2. No additional personnel or equipment will initially be necessary to serve the annexation area.

ISSUES TO CONSIDER:

- N/A

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. Envision Franklin places the subject property within the Mixed Residential Design Concept, which promotes residential neighborhoods with a combination of single-family dwellings, duplexes, multiplexes, and townhouses.
3. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen to a Zoning District and any applicable Overlay Zoning District(s), pursuant to the requirements of the Franklin Zoning Ordinance. If the Owner has requested the Planned District, they shall be required to submit a Development Plan pursuant to the Franklin Zoning Ordinance.

ISSUES TO CONSIDER:

- *The annexation analysis does not identify the Watson Creek drainage basin as a short-, mid-, or long-term capability because the majority of the basin is already in the City of Franklin limits. Annexing within this drainage basin generally fills voids in the City limits and City service areas.*
- *Currently the following Overlay Districts have been identified for this property and will affect future development: 500 ft. Buffer of the Hillside/Hillcrest Overlay.*
- *The subject property is adjacent to the Novara PUD Subdivision and relies heavily on the development of this project to address all of the necessary services.*

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Impact Fees and Parkland Dedication Ordinance 2016-25. The Ordinance can be found at https://library.municode.com/tn/franklin/codes/code_of_ordinances

DRAFT Plan of Services Exhibit B

3. The Parks Master Plan is due to be updated 2021-22 to include new amendments that have been add over the past few years as we improve our processes. At this time Parks will look at the outer boundaries of the UGB for land and growth potential to build City Parks. Assured that Neighborhood Parks and Trails will need to be a part of future planning.

ISSUES TO CONSIDER:

- N/A

L. Police Protection

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

ISSUES TO CONSIDER:

- N/A

M. Building and Code Inspection Services

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

ISSUES TO CONSIDER:

- N/A

N. Garbage and Recycling Pickup and Environmental

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.

ISSUES TO CONSIDER:

- N/A



HISTORIC
FRANKLIN
TENNESSEE

EXHIBIT
DEBOER LAND, ANNEXATION INITIATION
CLOVERCROFT ROAD
4.08 ACRES



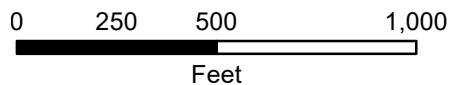
Legend



DeBoer Land



City Limits



This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2025. All rights reserved.

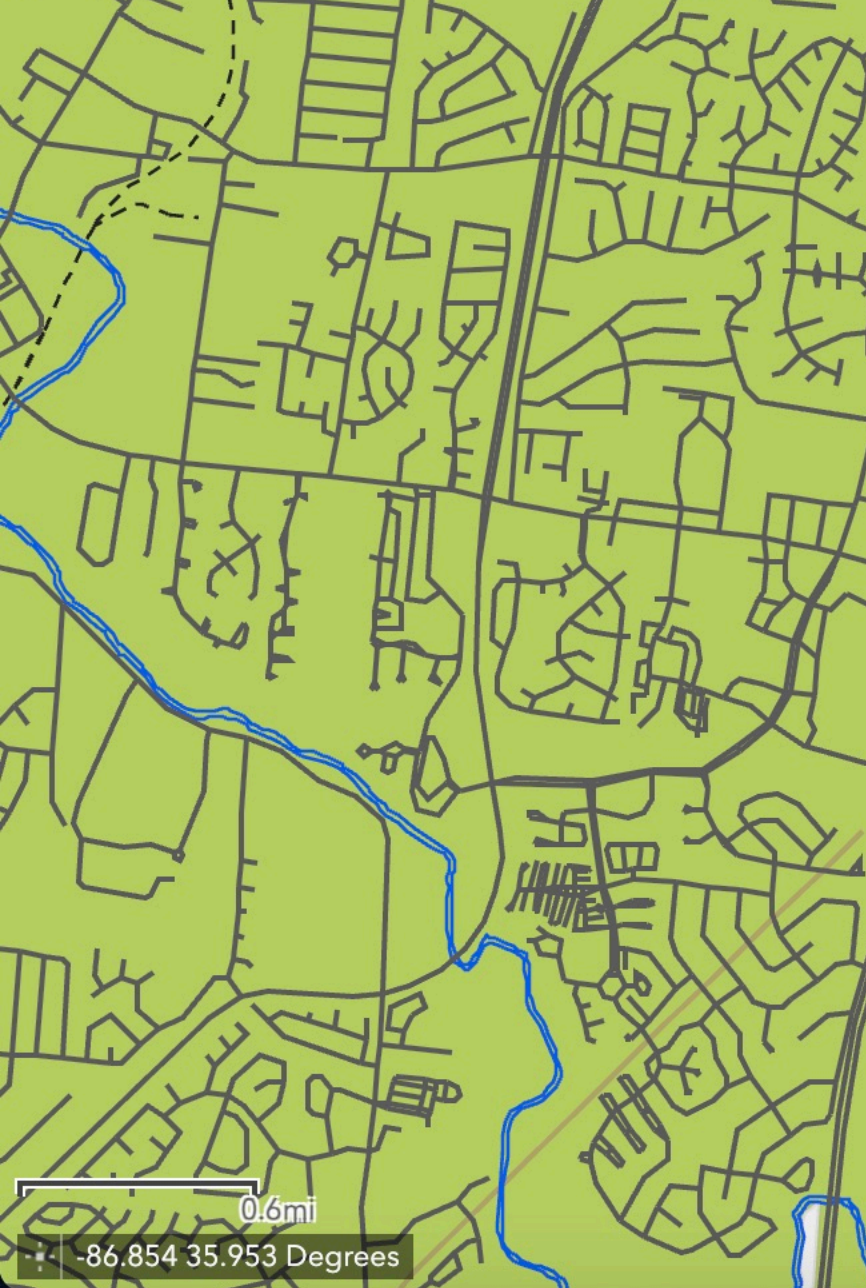


Find address or place

Map tools: Print, Measure, and Information icons.

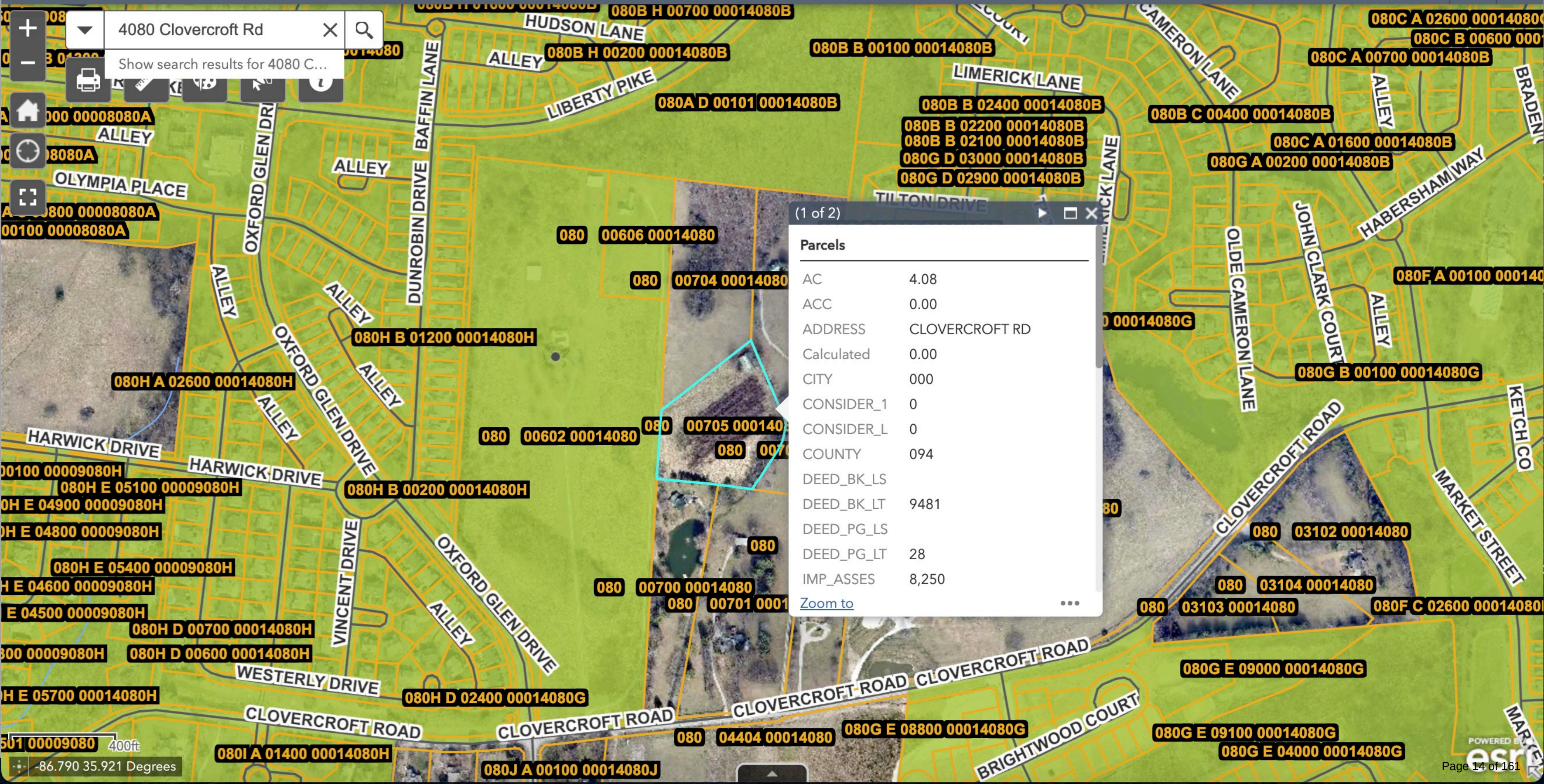
Map navigation controls: Home, Previous, Next, and Full Screen buttons.

Map navigation controls: Zoom In, Zoom Out, and Zoom Reset buttons.



(1 of 2)

Parcels	
AC	4.08
ACC	0.00
ADDRESS	CLOVERCROFT RD
Calculated	0.00
CITY	000
CONSIDER_1	0
CONSIDER_L	0
COUNTY	094
DEED_BK_LS	
DEED_BK_LT	9481
DEED_PG_LS	
DEED_PG_LT	28
IMP_ASSES	8,250
Zoom to	



(1 of 2)

Parcels

AC	4.08
ACC	0.00
ADDRESS	CLOVERCROFT RD
Calculated	0.00
CITY	000
CONSIDER_1	0
CONSIDER_L	0
COUNTY	094
DEED_BK_LS	
DEED_BK_LT	9481
DEED_PG_LS	
DEED_PG_LT	28
IMP_ASSES	8,250

Zoom to

• •

Assessment Change Notice - Williamson County, Tennessee

Dist.	Map No.	Group	Ctl. Map	Parcel	Spc. Int.	City
14	080		080	007.05		000

 **MAP AND PARCEL INFO**

Property Address
CLOVERCROFT RD

Subdivision Name
BLANDIN WILLIAM PB 34 PG 121 LOT 0002 CITY SPLIT

Receipt #	Mail Date	Appraisal As Of
221571	5/9/2025	1/1/2025

Reason:
4 YEAR REAPPRAISAL 2025

Your appraised value for property tax purposes has changed.
If you wish to discuss this new value, you may
contact our office. See the reverse
side for information about appealing
your assessment.

**Currently Appraised
Market Value:** \$606,500

Brad Coleman, Williamson County Assessor of Property
1320 W Main St Suite 300 • Franklin, TN 37064
(615) 790-5708

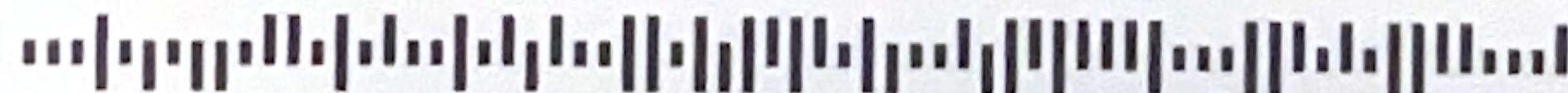
PRESORT FIRST CLASS
U.S. POSTAGE PAID
COUNTY RECORD SERVICES LLC

Currently Assessed
Class: Residential
Ratio: 25%
Value: \$151,625

Previous:
Assessment: \$62,225

FORWARDING SERVICE REQUESTED

*****AUTO**5-DIGIT 37135 54 296
DEBOER TINA ETAL
1502 DECATUR CIR
FRANKLIN, TN 37067-5697



Property Address

CLOVERCROFT RD

Property Description

08008000705000
BLANDIN WILLIAM

Karen Paris
Williamson County Trustee
2024

615-790-5709

RESIDENTIAL

Bill Number

2024 0025437 N

JAN 1 Owner Name

DEBOER DAVID
DELANEY KELSEY DEBOER

Tax Entity	Land Value	Improvement Value	Personal Property Value	Net Property Value	Assmt %	Assessed Value	Tax Rate	Tax Amount
Williamson Co.	\$220,600	\$28,300	\$0	\$248,900	25%	\$62,225	1.8800	\$1,170.00

TOTAL TAXES DUE ON OR BEFORE 2/28/2025

\$1,170.00

- Visit www.williamsonpropertytax.com to view or print a tax bill, or to make payments via credit card or e-check. All credit/debit card payments are subject to a processing fee of 2.5% + \$0.30 per transaction. E-check fees are \$1.50 per transaction. Fees are subject to change.
- Payments may be made at many area bank locations (see the back of this notice for a list of participating banks.)
- **AVOID INTEREST ON LATE PAYMENTS:** All payments sent by mail, including metered mail and online bill payments made through your bank, must bear a USPS postmark or be received on or before February 28, 2025 to avoid incurring interest.
- Please note that most online bill payments are not postmarked and will arrive late if authorized on or near the delinquency date. Depositing payments in a USPS collection box does not guarantee a postmark for that date and could result in the accrual of interest if done on or near the delinquency date.

OFFICE HOURS & LOCATION
Monday thru Friday 8:00am - 4:30pm

1320 W Main St., Suite 203
Franklin, TN 37064

OUTSIDE DROPBOX AVAILABLE

New Owner
Courtesy Notice

Karen Paris,
Williamson County Trustee
1320 West Main St., Suite 203
Franklin, TN 37064

011131



DEBOER TINA ETAL
DELANEY KELSEY DEBOER
1502 DECATUR CIR
FRANKLIN, TN 37067

CLOVERCROFT RD TAX Bill 2024 0025437

Total due if paid or postmarked by
February 28, 2025

\$1,170.00

MAKE CHECKS PAYABLE TO:
Williamson County Trustee

Below are taxes with interest for the months of payment

If Paid in	Pay
MAR 2025 1.5%	\$1,187.55
APR 2025 3.0%	\$1,205.11
MAY 2025 4.5%	\$1,222.65
JUN 2025 6.0%	\$1,240.20

KAREN PARIS, TRUSTEE
1320 WEST MAIN ST., SUITE 203
FRANKLIN TN, 37064



2024 0025437 0 000117000 0

APPRAISAL OF REAL PROPERTY



LOCATED AT

Clovercroft Rd
Franklin, TN 37067
Subd Blandin William Lot 2

FOR

Mr. Tyler DeBoer & Ms. Sarah DeBoer

OPINION OF VALUE

545,000

AS OF

10/07/2024

BY

Joe Pat McGuigan
McGuigan & Associates

615-327-0662
residential@mcgapp.com

McGuigan & Associates

615-327-0662

10/15/2024

Mr. Tyler DeBoer & Ms. Sarah DeBoer

Re: Property: Clovercroft Rd
Franklin, TN 37067
Borrower: N/A
File No.:

Opinion of Value: \$ 545,000
Effective Date: 10/07/2024

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Joe Pat McGuigan
License or Certification #: CR-3168
State: TN Expires: 12/31/2025
residential@mcgapp.com

LAND APPRAISAL SUMMARY REPORT

File No.:

SUBJECT

ASSIGNMENT

MARKET AREA DESCRIPTION

SITE DESCRIPTION

Property Address: Clovercroft Rd

City: Franklin

State: TN

Zip Code: 37067

County: Williamson

Legal Description: Subd Blandin William Lot 2

Assessor's Parcel #: 080 007.05

Tax Year: 2023

R.E. Taxes: \$ 1,170

Special Assessments: \$ 0

Market Area Name: Franklin

Map Reference: 080

Census Tract: 0501.03

Current Owner of Record: Tina K DeBoer & Deleany Kelsey DeBoer

Borrower (if applicable): N/A

Project Type (if applicable):
☐ PUD
☐ De Minimis PUD
☒ Other (describe) Vacant Land

HOA: \$ 0
☐ per year
☐ per month

Are there any existing improvements to the property?
☐ No
☐ Yes

If Yes, indicate current occupancy:
☐ Owner
☐ Tenant
☒ Vacant
☐ Not habitable

If Yes, give a brief description:
There is an approximately 50' x 43' shop with a 12' x 50' lean to, frame exterior, metal roof, concrete floors, and electricrty. The appraiser could not access the interior at the time inspection.

The purpose of this appraisal is to develop an opinion of:
☒ Market Value (as defined), or
☐ other type of value (describe)

This report reflects the following value (if not Current, see comments):
☒ Current (the Inspection Date is the Effective Date)
☐ Retrospective
☐ Prospective

Property Rights Appraised:
☒ Fee Simple
☐ Leasehold
☐ Leased Fee
☐ Other (describe)

Intended Use:
This appraisal is to estimate the fair market value of the property, as of the specified date of valuation. The intended use of this appraisal is for the client to gain knowledge on market value for the subject property.

Intended User(s) (by name or type):
The intended user is the client. No additional Intended Users are identified by the appraiser.

Client: Mr. Tyler DeBoer & Ms. Sarah DeBoer

Address: 3028 Alan Dr, Spring Hill, TN 37174

Appraiser: Joe Pat McGuigan

Address: 3207 W End Ave, Suite 201, Nashville, TN 37203

Characteristics

Predominant Occupancy

One-Unit Housing

Present Land Use

Change in Land Use

Location:
☐ Urban
☒ Suburban
☐ Rural

Built up:
☒ Over 75%
☐ 25-75%
☐ Under 25%

Growth rate:
☐ Rapid
☒ Stable
☐ Slow

Property values:
☐ Increasing
☒ Stable
☐ Declining

Demand/supply:
☐ Shortage
☒ In Balance
☐ Over Supply

Marketing time:
☒ Under 3 Mos.
☐ 3-6 Mos.
☐ Over 6 Mos.

☒ Owner
☐ Tenant
☐ Vacant (0-5%)
☐ Vacant (>5%)

PRICE
\$ (000)
395
10,200
800

AGE
(yrs)
Low
High
Pred
0
82
19

One-Unit 84 %
2-4 Unit 5 %
Multi-Unit 5 %
Comm'l 5 %
Vacant 1 %
%

☒ Not Likely
☐ Likely *
☐ In Process *
* To:

Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	☒	☐	☐	☐	☐	Adequacy of Utilities	☒	☐	☐	☐	☐
Convenience to Employment	☒	☐	☐	☐	☐	Property Compatibility	☒	☐	☐	☐	☐
Convenience to Shopping	☒	☐	☐	☐	☐	Protection from Detrimental Conditions	☒	☐	☐	☐	☐
Convenience to Schools	☒	☐	☐	☐	☐	Police and Fire Protection	☒	☐	☐	☐	☐
Adequacy of Public Transportation	☒	☐	☐	☐	☐	General Appearance of Properties	☒	☐	☐	☐	☐
Recreational Facilities	☒	☐	☐	☐	☐	Appeal to Market	☒	☐	☐	☐	☐

Market Area Comments:
NORTH to McEwen Dr, SOUTH to Hwy 96, WEST to Interstate 65, EAST to Wilson Pike

The subject property is located within a well established residential area in the Franklin area of Williamson County. Major roads and thoroughfares provide convenient access to restaurants, schools, medical facilities, places of employment and all other necessary support services.

Supply and demand are generally in balance in the subject neighborhood. Marketing times are under three months. Buydowns and excessive sales are not typical. From analyzing the current market and conducting phone interviews with local realtors with experience in representing buyers and sellers in the Greater Williamson County real estate market, the increased interest rates have caused a slowing in the market. Although the activity in the real estate market has started to slow, marketing times are still three months or less.

Dimensions: +/- 4.08 Acres

Site Area: 4.08 Acres

Zoning Classification: MGA-1

Description: Municipal Growth Area

Do present improvements comply with existing zoning requirements?
☒ Yes
☐ No
☐ No Improvements

Uses allowed under current zoning:
Single Family

Are CC&Rs applicable?
☐ Yes
☒ No
☐ Unknown

Have the documents been reviewed?
☐ Yes
☐ No

Ground Rent (if applicable) \$ /

Comments:
Highest & Best Use as improved:
☐ Present use, or
☒ Other use (explain) See attached addenda.

Actual Use as of Effective Date:
Vacant Land

Use as appraised in this report:
Single Family

Summary of Highest & Best Use:
See attached addenda.

Utilities

Off-site Improvements

Frontage

Public
Electricity
Gas
Water
Sanitary Sewer
Storm Sewer
Telephone
Multimedia

Other
☐
☐
☐
☐
☐
☐
☐

Provider/Description

Type
Residential
Average
Asphalt
None
None
None
None

Public
☒

Private
☐

None
Gently Rolling
Typical
Irregular
Apepars Adequate
Pastoral

Other site elements:
☒ Inside Lot
☐ Corner Lot
☐ Cul de Sac
☒ Underground Utilities
☐ Other (describe)

FEMA Spec'l Flood Hazard Area
☐ Yes
☒ No

FEMA Flood Zone
X

FEMA Map #
47187C0220F

FEMA Map Date
09/29/2006

Site Comments:
No adverse site conditions noted. The subject property is accessable via an easement.

GPLAND

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3/2007

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LAND APPRAISAL SUMMARY REPORT

File No.:

TRANSFER HISTORY

My research ☒ did ☐ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): MTRMLS, Tax Records

1st Prior Subject Sale/Transfer

Date: 02/16/2024

Price: 1

Source(s): MTRMLS, Tax Records

2nd Prior Subject Sale/Transfer

Date:

Price:

Source(s): MTRMLS, Tax Records

Analysis of sale/transfer history and/or any current agreement of sale/listing: The subject property transferred on 02/16/2024 for \$1 in a non-arms length warranty deed transaction. The subject property is not currently offered for sale.

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	Clovercroft Rd Franklin, TN 37067	2247 Skinner Rd Arrington, TN 37014		Mcdaniel Rd College Grove, TN 37046		3116 Old Murfreesboro Rd Arrington, TN 37014	
Proximity to Subject		4.17 miles SE		6.32 miles SE		8.51 miles SE	
Sale Price	\$		\$ 710,500		\$ 610,000		\$ 610,000
Price/	\$	\$ 140,138.07		\$ 122,000.00		\$ 110,707.80	
Data Source(s)		MTRMLS #2458354		MTRMLS #2439640		MTRMLS #2621625	
Verification Source(s)		Closed Sale, Tax Records		Closed Sale, Tax Records		Closed Sale, Tax Records	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION	+ (-) \$ Adjust
Sales or Financing Concessions		Cash 0		Cash 0		Coonventional 0	
Date of Sale/Time		11/29/2022		03/23/2023		08/13/2024	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Sim Residential	Sim Residential		Sim Residential		Sim Residential	
Site Area	4.08	5.07		5		5.51	
Road Frontage	No	Yes		Yes		No	
Net Adjustment (Total, in \$)		☐ + ☐ - \$		☐ + ☐ - \$		☐ + ☐ - \$	
Adjusted Sale Price (in \$)		\$ 710,500		\$ 610,000		\$ 610,000	
Summary of Sales Comparison Approach See attached addenda.							

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach \$ 545,000

Final Reconciliation

This appraisal is made ☒ "as is", or ☐ subject to the following conditions: This appraisal is compelled "as is".

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 545,000 , as of: 10/07/2024 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 14 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: ☒ Scope of Work

☒ Limiting cond./Certifications ☒ Narrative Addendum ☒ Location Map(s) ☐ Flood Addendum ☒ Additional Sales

☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☐

SIGNATURES

Client Contact:

E-Mail:

APPRaiser

Appraiser Name: Joe Pat McGuigan

Company: McGuigan & Associates

Phone: 615-327-0662 Fax:

E-Mail: residential@mcgapp.com

Date of Report (Signature): 10/15/2024

License or Certification #: CR-3168 State: TN

Designation:

Expiration Date of License or Certification: 12/31/2025

Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)

Date of Inspection: 10/07/2024

Client Name: Mr. Tyler DeBoer & Ms. Sarah DeBoer

Address: 3028 Alan Dr, Spring Hill, TN 37174

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:

Company:

Phone: Fax:

E-Mail:

Date of Report (Signature):

License or Certification #: State:

Designation:

Expiration Date of License or Certification:

Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect

Date of Inspection:

Assumptions, Limiting Conditions & Scope of Work

File No.:

Property Address:	Clovercroft Rd	City:	Franklin	State:	TN	Zip Code:	37067
Client:	Mr. Tyler DeBoer & Ms. Sarah DeBoer		Address:				
Appraiser:	Joe Pat McGuigan		Address:				

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

Certifications & Definitions

File No.:

Property Address:	Clovercroft Rd	City:	Franklin	State:	TN	Zip Code:	37067
Client:	Mr. Tyler DeBoer & Ms. Sarah DeBoer	Address:					
Appraiser:	Joe Pat McGuigan	Address:					

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact:	Client Name:
E-Mail:	Address:

APPRAISER

Appraiser Name: Joe Pat McGuigan

Company: **McGuigan & Associates**

Phone: 615-327-0662

E-Mail: residential@mcgann.com

Date Report Signed: 10/15/2024

Date Report Signed: 10/13/2024
License or Certification #: CB-3168

Designation: _____

Expiration Date of License or Certification: _____

Inspection of Subject: ☒ Did Inspect

Date of Inspection: 10/07/2024

Date of Inspection: 10/07/2024

SUPERVISORY APPRAISER (if required)
or CO-APPRAISER (if applicable)

Supervisory or
Co-Appraiser Name:

Company: _____

Phone: _____ Fax: _____

E-Mail: _____

Date Report Signed: _____

License or Certification #: _____ State: _____

Designation: _____

Expiration Date of License or Certification: _____

Expiration Date of License or Certification: _____

Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect

Inspection of Subject: ☐ Did inspect ☐ Did NOT inspect

Date of Inspection: _____

Date of inspection: _____

SIGNATURES



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Supplemental Addendum

File No.

Borrower	N/A				
Property Address	Clovercroft Rd				
City	Franklin	County	Williamson	State	TN Zip Code 37067
Lender/Client	Mr. Tyler DeBoer & Ms. Sarah DeBoer				

• **GP Land: Site Description - Highest & Best Use As Improved, Other Use**

There were no apparent adverse easements or encroachments noted upon inspection. A professional inspection and title policy are recommended for proper and final determination. The procedure utilized in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's possible uses, its legal uses, its feasible uses, and finally the maximally productive use. Data collected and analyzed for use in the neighborhood analysis and particularly the site analysis was useful in arriving at a final conclusion. Upon considering the uses that are physically possible, legally permissible, financially feasible, and maximally productive, it is our opinion that the highest and best use, as if vacant, is for development as a single-family residence. As improved, the highest and best use is for development as a single-family residence.

• **GP Land: Site Description - Summary of Highest & Best Use**

There were no apparent adverse easements or encroachments noted upon inspection. A professional inspection and title policy are recommended for proper and final determination. The procedure utilized in this report to estimate highest and best use of the subject site was to consider, in sequence, the site's possible uses, its legal uses, its feasible uses, and finally the maximally productive use. Data collected and analyzed for use in the neighborhood analysis and particularly the site analysis was useful in arriving at a final conclusion. Upon considering the uses that are physically possible, legally permissible, financially feasible, and maximally productive, it is our opinion that the highest and best use, as if vacant, is for development as a single-family residence. As improved, the highest and best use is for development as a single-family residence.

• **GP Land: Summary of Sales Comparison Approach**

A search was conducted for other vacant land sales of similar size without rod frontage in the subject property's competitive market area that have closed in the previous 2 years with one result found. Therefore, the search was expanded to include vacant land sales of simialr size with road frontage with two additional results found. Each sale has been analyzed on a price per acre basis due to this being the common unit of comparison for vacent land.

The price per acre ranges from \$110,708 to \$140,138 with a median of \$122,000 and mean of \$124,282. Considering the subject property's smaller site size than the comparable sales and the inverse relationship between site size and price per acre and the subject property lacking road frontage, it was necessary to derive an opinion of price per acre at the middle of the range. The opinion of price per acre has been set at \$125,000. This shows \$125,000 times 4.08 acres equals \$510,000.

The opinion of contributory value for the subject property's 2,150 sqft shop with concrete floors and eletricty has been set at \$15 per square foot and \$5 per square foot for the 600 sqft lean to leaving a total contributory value of \$35,000. This shows \$510,000 plus \$35,000 equals a total opinion of value of \$545,000.

Subject Photo Page

Borrower	N/A					
Property Address	Clovercroft Rd					
City	Franklin	County	Williamson	State	TN	Zip Code 37067
Lender/Client	Mr. Tyler DeBoer & Ms. Sarah DeBoer					



Subject Front

Clovercroft Rd



Subject Rear



Subject Street

Photograph Addendum

Borrower	N/A					
Property Address	Clovercroft Rd					
City	Franklin	County	Williamson	State	TN	Zip Code 37067
Lender/Client	Mr. Tyler DeBoer & Ms. Sarah DeBoer					



Comparable Photo Page

Borrower	N/A					
Property Address	Clovercroft Rd					
City	Franklin	County	Williamson	State	TN	Zip Code 37067
Lender/Client	Mr. Tyler DeBoer & Ms. Sarah DeBoer					



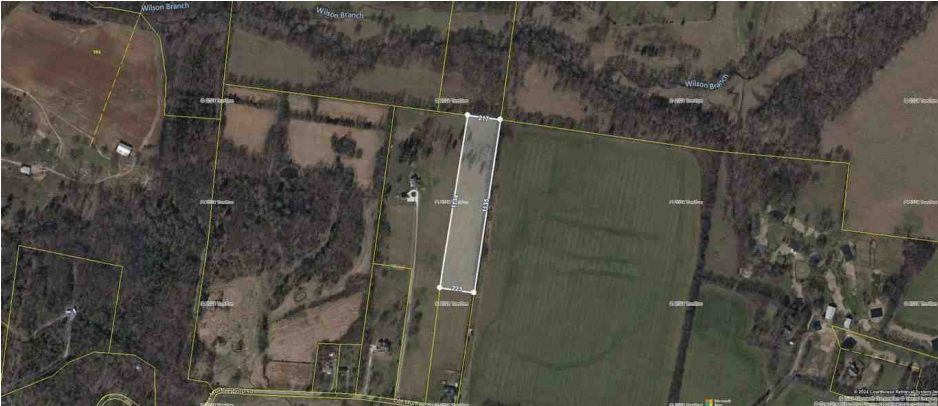
Comparable 1

2247 Skinner Rd



Comparable 2

McDaniel Rd



Comparable 3

3116 Old Murfreesboro Rd

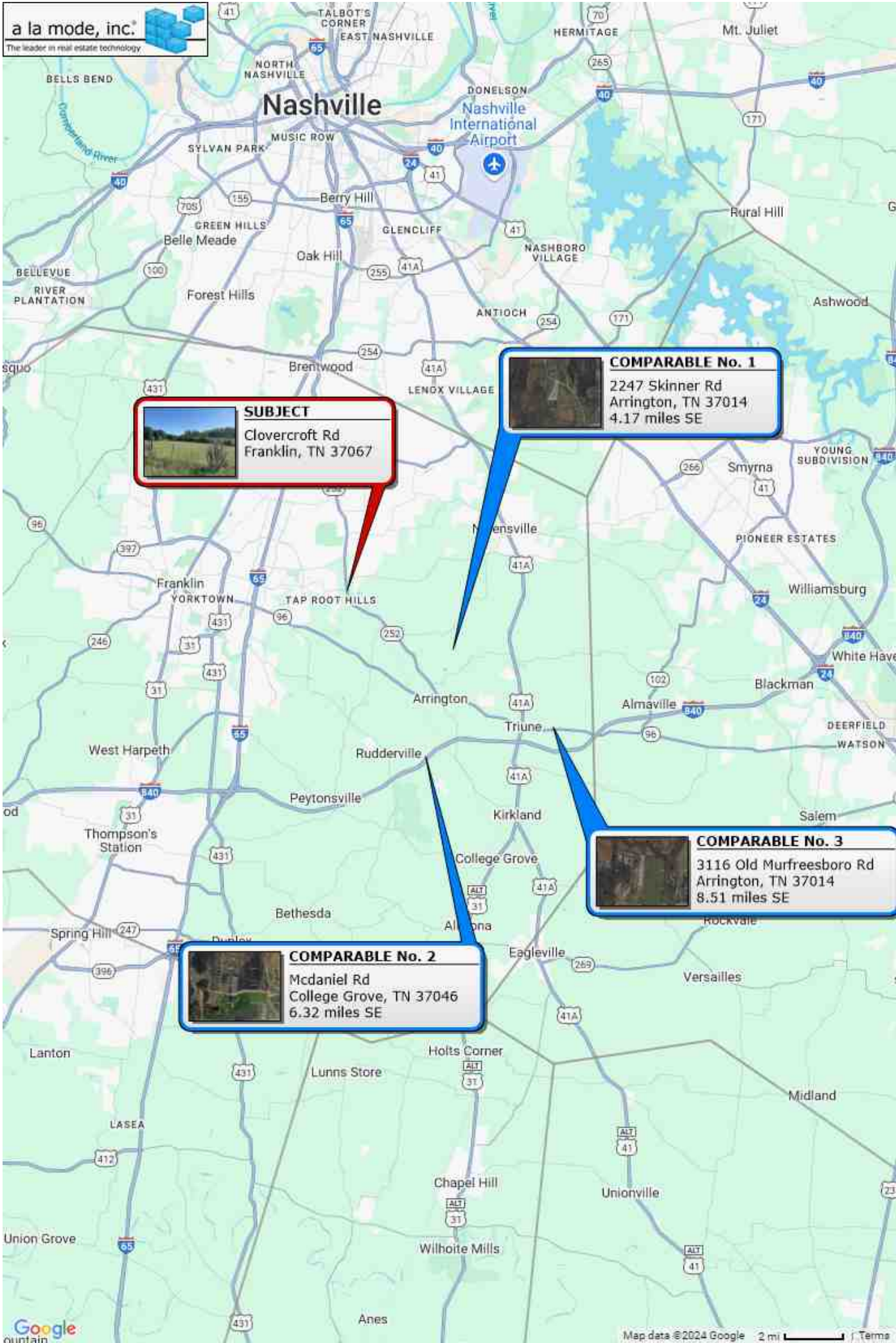
Plat Map

Borrower	N/A				
Property Address	Clovercroft Rd				
City	Franklin	County	Williamson	State	TN Zip Code 37067
Lender/Client	Mr. Tyler DeBoer & Ms. Sarah DeBoer				



Location Map

Borrower	N/A				
Property Address	Clovercroft Rd				
City	Franklin	County	Williamson	State	TN Zip Code 37067
Lender/Client	Mr. Tyler DeBoer & Ms. Sarah DeBoer				







City of Franklin

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

File #: 21-01143

DATE: September 11, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of Building and Neighborhood Services
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:

*Consideration Of COF Contract No. 2025-0346, With Habitat For Humanity Williamson-Maury For Reimbursement Of Costs From Community Development Block Grant Funds Toward The Construction Of Two New, Affordable, Deed-Restricted Single Family Homes At 409 Natchez St And 1209 Mulberry St In An Amount Not To Exceed \$250,000.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2025-0346, with Habitat For Humanity Williamson-Maury for reimbursement of costs from Community Development Block Grant Funds toward the construction of two new, affordable, deed-restricted single family homes at 409 Natchez St and 1209 Mulberry St. in an amount not to exceed \$250,000.

BACKGROUND/STAFF COMMENTS:

The Board of Mayor and Aldermen (BOMA) have recognized that affordable housing is a concern in the City of Franklin. With this contract, the City will assist Habitat for Humanity of Williamson and Maury County in constructing two new single-family homes in the Natchez neighborhood. One lot is located at 1209 Mulberry Street and the other at 409 Natchez ST. Each home will be sold at an affordable price based on current median household income levels in the Metropolitan Statistical Area and deed restricted for thirty (30) years. Per this contract the City will reimburse Habitat up to \$250,000 for expenses associated with construction of the homes including property acquisition.

FINANCIAL IMPACT:

The cost of this reimbursement, Two-Hundred Fifty and 00/100 Dollars (\$250,000.00), will come from the City's Community Development Block Grant funds.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No 2025-0346.

**AGREEMENT FOR PUBLIC FACILITIES AND PUBLIC IMPROVEMENT PROJECTS
COF CONTRACT NO. 2025-0346**

This Agreement made and entered into this day 24 of Sept, 2025 by and between the City of Franklin, (hereinafter "CITY") and Habitat for Humanity Williamson-Maury County (hereinafter the "ORGANIZATION").

WITNESSETH:

WHEREAS, the CITY has identified housing developments as an important issue in the community, and to achieve the goal of creating affordable housing within the City of Franklin will make available a portion of the Community Development Block Grant ("CDBG") funds toward this objective when funding is available; and

WHEREAS, the ORGANIZATION is meeting the need for affordable housing for low to moderate income citizens; and

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this agreement according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

A. The ORGANIZATION shall be required to successfully meet the following deadlines:

- i. The ORGANIZATION has completely and successfully obtained all required permits and has commenced the development as provided in the Scope of Services (attached as Exhibit A and incorporated as if stated fully herein)
- ii. The ORGANIZATION shall proceed with construction on March 1, 2026.
- iii. The ORGANIZATION shall expend all CDBG funds and complete the construction project(s), by December 31, 2027.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. Perform the duties described herein and in Exhibit A and will submit regular reports (not less often than quarterly) as directed by the CITY detailing the progress of their project.
- B. At the request of the CITY, the ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.
- C. The CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this Agreement.

SECTION 3 - COMPENSATION

The ORGANIZATION will receive a total of **TWO-HUNDRED AND FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00.)** for the services outlined above and contained in Exhibit A from the Community Development Block Grant program for eligible expenses.

SECTION 4 - TIME OF PERFORMANCE

- A. Services shall begin upon receipt of the signed Agreement and the services shall be completed by December 31, 2027.
- B. This Agreement may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. The CITY shall reimburse the ORGANIZATION for services rendered based on submittal of

valid invoices for project costs with a description and documentation of work performed. The CITY has the option of inspecting the completed work prior to making any payments. Satisfaction with the completed services shall be at the City's sole reasonable discretion.

B. Invoices may be submitted monthly.

C. Final payment will be subject to receipt of a final report that is satisfactory to the CITY.

SECTION 6 - NOTICES

All notices under this Agreement shall be in writing and sent by certified mail to the address listed below for each party:

CITY:

Kathleen L Sauseda
City of Franklin
109 3rd Avenue
Franklin, TN 37064

ORGANIZATION:

Habitat for Humanity Williamson-Maury County
Kim Randell
109 Noah Drive
Franklin, TN 37064

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

The ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Agreement.

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Agreement.

C. AUDIT REQUIREMENTS

- i. This Agreement, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.
- ii. The CITY hereby notifies the ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to the CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

The ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The ORGANIZATION further covenants that in the performance of this Agreement no person having such an interest, direct or indirect, shall be employed or retained by the ORGANIZATION hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

The ORGANIZATION shall comply with the CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

The ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. VENUE

In the event of a dispute or litigation arising out of said Agreement, it is understood and agreed and that this Agreement was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

G. ASSIGNMENT

Neither the CITY nor the ORGANIZATION may assign its rights or delegate its responsibilities under this Agreement.

H. ENTIRE AGREEMENT AND MODIFICATION

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

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

I. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

J. TIME OF THE ESSENCE

The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.

K. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, the CITY shall not be responsible for sales or use taxes incurred for products or services. The CITY shall supply the ORGANIZATION with its Sales and Use Tax Exemption Certificate upon the ORGANIZATION's request. The ORGANIZATION shall bear the burden of providing its suppliers with a copy of the CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be removed. The

CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

L. WAIVER

Neither party's failure or delay to exercise any of its rights or powers under the Agreement will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right of power shall not be construed as either: (a) a future or continuing waiver of that same right of power, or (b) the waiver of any other right of power.

M. BREACH

Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement without notice, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.

N. NONDISCRIMINATION

The Organization hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Organization on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Organization shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

O. IRAN DIVESTMENT ACT

By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Organization and each person signing on behalf of any Organization, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting Agreement, is on the list created pursuant to T.C.A. § 12-12-106. The Organization further certifies that it shall not utilize any subcontract or/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

P. NON-BOYCOTT OF ISRAEL

Except for any Agreement with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such Agreement, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

Q. LOBBYING

The Organization certifies, to the best of its knowledge and belief, that:

- i. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative agreement.

- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The Organization shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

R. PUBLIC ACCOUNTABILITY

If the Organization is subject to Tenn. Code Ann. § 8-4-401, et seq., or if this Agreement involves the provision of services to citizens by the Organization on behalf of the State, the Organization agrees to establish a system through which recipients of services may present grievances about Organization's operation of the service program. The Organization shall also display in a prominent place, located near the passageway through which the public enters in order to receive Agreement-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The GNRC shall request copies of the sign from the Comptroller of the Treasury and provide signs to Organizations.

S. RECORDS

The Organization shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Organization, for work performed or money received under this Agreement, shall be maintained for a period of seven (7) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the City. The financial statements shall be prepared in accordance with generally accepted accounting principles.

T. ARBITRATION/MEDIATION.

No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Agreement. No arbitration or mediation shall be binding.

U. CONFIDENTIALITY AND PROPRIETARY RIGHTS

Organization waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose

documents under state or federal law. City shall notify Organization if a request for documents has been made and shall give Organization a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Organization agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Organization's representation that materials supplied by Organization (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Organization and Organization assumes control over that claim.

V. WARRANTIES/LIMITATION OF LIABILITY/WAIVER

The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Organization to limit its liability shall be void and unenforceable.

(signature page to follow)

Witness our hands, this _____ day of _____, 2025.

CITY OF FRANKLIN, TENNESSEE

Dr. Ken Moore, Mayor

ATTEST

Angie Skarp, City Recorder

Approved as to form:

J. Blake Harper, Assistant City Attorney

ORGANIZATION:
HABITAT FOR HUMANITY WILLIAMSON-MAURY COUNTY

By: Kim Randell

Print Name: Kim Randell

Title: CEO



We build strength, stability, self-reliance, and shelter.

Board of Mayor and Aldermen
City of Franklin
109 3rd Ave South
Franklin, TN 37064

Dear Mayor Moore and Aldermen,

For more than thirty years, Habitat for Humanity Williamson-Maury (HFHWM) has built and restored homes in Williamson County through the generosity of partners, sponsors, and volunteers. Neighborhoods like Natchez carry that legacy, with families still thriving in homes built decades ago. Yet, because of soaring land costs, Habitat has not built in Franklin since 2018.

We are eager to return by building two new affordable homes in Natchez - one on a lot generously gifted by the City and the other purchased by Habitat for \$320,000. Though a block apart, both homes will be developed together in 2027.

This is a rare opportunity. Affordable land has all but vanished in Franklin, while home prices have climbed upwards of \$900,000 - even across the street from one of our lots. These two Habitat homes will preserve the character of Natchez while ensuring that teachers, first responders, healthcare workers, city staff, and service workers can live in the community they serve. To safeguard that vision, both homes will carry deed restrictions to ensure they remain affordable for generations to come.

We respectfully request the City's partnership of a \$250,000 investment of Community Development Block Grant (CDBG) funds, dedicated to affordable housing, and a waiver of eligible impact and development fees under Title 21. With deed restrictions in place, this investment will continue to deliver stability and affordability well beyond the initial home builds.

We invite you to stand with us in preserving the diversity and character of one of Franklin's oldest neighborhoods while making an enduring investment in our city's workforce and future.

Thank you for your consideration,

A handwritten signature in black ink that reads "Kim Randell". The signature is written in a cursive, flowing style.

Kim Randell
CEO, Habitat for Humanity Williamson-Maury



CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose licensee's agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the Licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. As used below, "Seller" includes sellers and landlords; "Buyer" includes buyers and tenants. Notice is hereby given that the agency status of this Licensee (or Licensee's company) is as follows in this transaction:

The real estate transaction involving the property located at:

1209 Mulberry Street, Lot 35

Franklin

TN 37064

PROPERTY ADDRESS

SELLER NAME: Alex Higginson-Rollins LICENSEE NAME: Nancy L. Platt in this consumer's current or prospective transaction is serving as: ☐ Transaction Broker or Facilitator. (not an agent for either party). ☐ Seller is Unrepresented. ☐ Agent for the Seller. ☒ Designated Agent for the Seller. ☐ Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.	Habitat for Humanity BUYER NAME: Williamson-Maury LICENSEE NAME: Nancy L. Platt in this consumer's current or prospective transaction is serving as: ☐ Transaction Broker or Facilitator. (not an agent for either party). ☒ Buyer is Unrepresented. ☐ Agent for the Buyer. ☐ Designated Agent for the Buyer. ☐ Disclosed Dual Agent (for both parties), with the consent of both the Buyer and the Seller in this transaction.
---	---

This form was delivered in writing, as prescribed by law, to any unrepresented buyer prior to the preparation of any offer to purchase, OR to any unrepresented seller prior to presentation of an offer to purchase; OR (if the Licensee is listing a property without an agency agreement) prior to execution of that listing agreement. This document also serves as confirmation that the Licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided and also serves as a statement acknowledging that the buyer or seller, as applicable, was informed that any complaints alleging a violation or violations of Tenn. Code Ann. § 62-13-312 must be filed within the applicable statute of limitations for such violation set out in Tenn. Code Ann. § 62-13-313(e) with the Tennessee Real Estate Commission, 710 James Robertson Parkway, 3rd Floor, Nashville, TN 37232, PH: (615) 741-2273. This notice by itself, however, does not constitute an agency agreement or establish any agency relationship.

BROKER COMPENSATION IS NOT SET BY LAW AND COMPENSATION RATES ARE FULLY NEGOTIABLE.

By signing below, parties acknowledge receipt of Confirmation of Agency relationship disclosure by Realtor® acting as Agent/Broker OR other status of Seller/Landlord and/or Buyer/Tenant pursuant to the National Association of Realtors® Code of Ethics and Standards of Practice.

Seller Signature <u>Alex Higginson-Rollins</u> Date <u>08/10/2025</u> Seller Signature <u>Alex Higginson-Rollins</u> Date <u>8/9/2025</u>	Buyer Signature <u>Kim Randell</u> Date <u>08/28/25</u> Buyer Signature <u>Kim Randell</u> Date <u>08/28/25</u>
Seller Signature <u>Nancy L. Platt</u> Date <u>08/09/2025</u> Seller Signature <u>Nancy L. Platt</u> Date <u>8/9/2025</u>	Buyer Signature <u>Nancy L. Platt</u> Date <u>08/28/25</u> Buyer Signature <u>Nancy L. Platt</u> Date <u>08/28/25</u>
Listing Licensee <u>Nancy L. Platt</u> Date _____ Listing Company <u>Benchmark Realty, LLC</u>	Listing Licensee _____ Date _____ Listing Company <u>Nancy Lee Platt/ Benchmark Realty, LLC</u>

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Version 01/01/2025





WORKING WITH A REAL ESTATE PROFESSIONAL

Pursuant to the Tennessee Real Estate Broker License Act, every Real Estate Licensee owes the following duties to every Buyer and Seller, Tenant and Landlord (collectively "Buyers" and "Sellers"):

1. To diligently exercise reasonable skill and care in providing services to all parties to the transaction;
2. To disclose to each party to the transaction any Adverse Facts of which Licensee has actual notice or knowledge;
3. To maintain for each party in a transaction the confidentiality of any information obtained by a Licensee prior to disclosure to all parties of a written agency agreement entered into by the Licensee to represent either or both parties in the transaction. This duty of confidentiality extends to any information which the party would reasonably expect to be held in confidence, except for any information required by law to be disclosed. This duty survives both the subsequent establishment of an agency relationship and the closing of the transaction;
4. To provide services to each party to the transaction with honesty and good faith;
5. To disclose to each party to the transaction timely and accurate information regarding market conditions that might affect such transaction only when such information is available through public records and when such information is requested by a party;
6. To give timely account for earnest money deposits and all other property received from any party to a transaction; and
7. A) To refrain from engaging in self-dealing or acting on behalf of Licensee's immediate family, or on behalf of any other individual, organization or business entity in which Licensee has a personal interest without prior disclosure of such personal interest and the timely written consent of all parties to the transaction; and
B) To refrain from recommending to any party to the transaction the use of services of another individual, organization or business entity in which the Licensee has an interest or from whom the Licensee may receive a referral fee or other compensation for the referral, other than referrals to other Licensees to provide real estate services, without timely disclosure to the party who receives the referral, the Licensee's interest in such a referral or the fact that a referral fee may be received.

In addition to the above, the Licensee has the following duties to Client if the Licensee has become an Agent or Designated Agent in a transaction:

8. Obey all lawful instructions of the client when such instructions are within the scope of the agency agreement between the Licensee and Licensee's client;
9. Be loyal to the interests of the client. Licensee must place the interests of the client before all others in negotiation of a transaction and in other activities, except where such loyalty/duty would violate Licensee's duties to a customer in the transaction; and
10. Unless the following duties are specifically and individually waived in writing by a client, Licensee shall assist the client by:
 - A) Scheduling all property showings on behalf of the client;
 - B) Receiving all offers and counter offers and forwarding them promptly to the client;
 - C) Answering any questions that the client may have in negotiation of a successful purchase agreement within the scope of the Licensee's expertise; and
 - D) Advising the client as to whatever forms, procedures and steps are needed after execution of the purchase agreement for a successful closing of the transaction.

Upon waiver of any of the above duties contained in 10. above, a consumer must be advised in writing by such consumer's agent that the consumer may not expect or seek assistance from any other licensees in the transaction for the performance of said duties.

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RF301 – Working with a Real Estate Professional, Page 1 of 2

Version 01/01/2025



Responsibilities of Sellers and Buyers regarding presence of Recording Devices:

Seller is responsible for compliance with state or federal law regarding usage of video or audio recording devices while marketing or showing the property. Seller should seek legal advice regarding their rights or limitations related to their actions.

Buyer is advised of the possibility that some properties may utilize security devices that record physical movements or audio conversations. Therefore, Buyers should limit making comments concerning the value, features, or condition while viewing any property.

AN EXPLANATION OF TERMS

Facilitator/Transaction Broker (not an agent for either party). The Licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate of either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]

Agent for the Seller. The Licensee's company is working as an agent for the property seller and owes primary loyalty to the seller. Even if the Licensee is working with a prospective buyer to locate property for sale, rent, or lease, the Licensee and licensee's company are legally bound to work in the best interests of any property owners whose property is shown to this prospective buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

Agent for the Buyer. The Licensee's company is working as an agent for the prospective buyer, owes primary loyalty to the buyer, and shall work as an advocate for the best interests of the buyer. An agency relationship of this type cannot, by law, be established without a written buyer agency agreement.

Disclosed Dual Agent (for both parties). Refers to a situation in which the Licensee has agreements to provide services as an agent to more than one party in a specific transaction and in which the interests of such parties are adverse. This agency status may only be employed upon full disclosure to each party and with each party's informed consent.

Designated Agent for the Seller. The individual Licensee that has been assigned by the Managing Broker and is working as an agent for the Seller or property owner in this consumer's prospective transaction, to the exclusion of all other licensees in licensee's company. Even if someone else in the Licensee's company represents a possible buyer for this Seller's property, the Designated Agent for the Seller shall continue to work as an advocate for the best interests of the Seller or property owner. An agency relationship of this type cannot, by law, be established without a written agency agreement.

Designated Agent for the Buyer. The individual Licensee that has been assigned by the Managing Broker and is working as an agent for the Buyer in this consumer's prospective transaction, to the exclusion of all other licensees in the company. Even if someone else in the Licensee's company represents a seller in whose property the Buyer is interested, the Designated Agent for the Buyer shall continue to work as an advocate for the best interests of the Buyer. An agency relationship of this type cannot, by law, be established without a written agency agreement.

Adverse Facts. "Adverse Facts" means conditions or occurrences generally recognized by competent licensees that have a negative impact on the value of the real estate, significantly reduce the structural integrity of improvements to real property or present a significant health risk to occupants of the property.

Confidentiality. By law, every licensee is obligated to protect some information as confidential. This includes any information revealed by a consumer which may be helpful to the other party IF it was revealed by the consumer BEFORE the Licensee disclosed an agency relationship with that other party. AFTER the Licensee discloses that licensee has an agency relationship with another party, any such information which the consumer THEN reveals must be passed on by the Licensee to that other party.

Habitat for Humanity Williamson-Maury by Kim Randell, CEO

82	<u>Kim Randell</u>	<u>08/28/25</u>	<u>8/25/2025</u>		
83	☒ BUYER / ☐ SELLER	Date		☐ BUYER / ☐ SELLER	Date
84	<u>Nancy L. Platt</u>	<u>08/28/25</u>	<u>8/28/2025</u>	<u>Benchmark Realty, LLC</u>	<u>8/25/2025</u>
85	Real Estate Licensee <u>NancyLee Platt</u>	Date		Real Estate Company <u>Benchmark Realty, LLC</u>	Date

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TENNESSEE RESIDENTIAL PROPERTY CONDITION DISCLOSURE

1 PROPERTY ADDRESS 1209 Mulberry Street, Lot 35 CITY Franklin

2 SELLER'S NAME(S) Alex Higginson-Rollins PROPERTY AGE N/A

3 DATE SELLER ACQUIRED THE PROPERTY 02/22/2023 DO YOU OCCUPY THE PROPERTY? N/A

4 IF NOT OWNER-OCCUPIED, HOW LONG HAS IT BEEN SINCE THE SELLER OCCUPIED THE PROPERTY? _____

5 (Check the one that applies) The property is a ☐ site-built home ☐ non-site-built home

6 The Tennessee Residential Property Disclosure Act requires sellers of residential real property with one to four dwelling units
7 to furnish to a buyer one of the following: (1) a residential property disclosure statement (the "Disclosure"), or (2) a residential
8 property disclaimer statement (permitted only where the buyer waives the required Disclosure). Some property transfers may
9 be exempt from this requirement (See Tenn. Code Ann. § 66-5-209). The following is a summary of the buyers' and sellers'
10 rights and obligations under the Act. A complete copy of the Act may be found at Tenn. Code Ann. § 66-5-201, et seq.

- 11 1. Sellers must disclose all known material defects and must answer the questions on the Disclosure form in good faith to the
12 best of the seller's knowledge as of the Disclosure date.
- 13 2. Sellers must give the buyers the Disclosure form before the acceptance of a purchase contract.
- 14 3. Sellers must inform the buyers, at or before closing, of any inaccuracies or material changes in the condition that have
15 occurred since the time of the initial Disclosure, or certify that there are no changes.
- 16 4. Sellers may give the buyers a report or opinion prepared by a professional inspector or other expert(s) or certain information
17 provided by a public agency, in lieu of responding to some or all of the questions on the form (See Tenn. Code Ann. § 66-
18 5-204).
- 19 5. Sellers are not required to have a home inspection or other investigation in order to complete the Disclosure form.
- 20 6. Sellers are not required to repair any items listed on the Disclosure form or on any past or future inspection report unless
21 agreed to in the purchase contract.
- 22 7. Sellers involved in the first sale of a dwelling must disclose the amount of any impact fees or adequate facility taxes paid.
- 23 8. Sellers are not required to disclose if any occupant was HIV-positive, or had any other disease not likely to be transmitted
24 by occupying a home, or whether the home had been the site of a homicide, suicide or felony, or act or occurrence which
25 had no effect on the physical structure of the property.
- 26 9. Sellers may provide an "as is", "no representations or warranties" disclaimer statement in lieu of the Disclosure form only
27 if the buyer waives the right to the required disclosure, otherwise the sellers must provide the completed Disclosure form
28 (See Tenn. Code Ann. § 66-5-202).
- 29 10. Sellers may be exempt from having to complete the Disclosure form in certain limited circumstances (e.g. public auctions,
30 court orders, some foreclosures and bankruptcies, new construction with written warranty or owner has not resided on the
31 property at any time within the prior 3 years). (See Tenn. Code Ann. § 66-5-209).
- 32 11. Buyers are advised to include home, wood infestation, well, water sources, septic system, lead-based paint, radon, mold,
33 and other appropriate inspection contingencies in the contract, as the Disclosure form is not a warranty of any kind by the
34 seller, and is not a substitute for any warranties or inspections the buyer may desire to purchase.
- 35 12. Any repair of disclosed defects must be negotiated and addressed in the Purchase and Sale Agreement; otherwise, seller is
36 not required to repair any such items.
- 37 13. Buyers may, but do not have to, waive their right to receive the Disclosure form from the sellers if the sellers provide a
38 disclaimer statement with no representations or warranties (See Tenn. Code Ann. § 66-5-202).
- 39 14. Remedies for misrepresentations or nondisclosure in a Property Condition Disclosure statement may be available to buyer
40 and are set out fully in Tenn. Code Ann. § 66-5-208. Buyer should consult with an attorney regarding any such matters.
- 41 15. Representations in the Disclosure form are those of the sellers only, and not of any real estate licensee, although licensees
42 are required to disclose to all parties adverse facts of which the licensee has actual knowledge or notice.

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16. Pursuant to Tenn. Code Ann. § 47-18-104(b), sellers of newly constructed residences on a septic system are prohibited from knowingly advertising or marketing a home as having more bedrooms than are permitted by the subsurface sewage disposal system permit.
17. Sellers must disclose the presence of any known exterior injection well, the presence of any known sinkhole(s), the results of any known percolation test or soil absorption rate performed on the property that is determined or accepted by the Department of Environment and Conservation, and whether the property is located within a Planned Unit Development as defined by Tenn. Code Ann. § 66-5-213 and, if requested, provide buyers with a copy of the development's restrictive covenants, homeowner bylaws and master deed. Sellers must also disclose if they have knowledge that the residence has ever been moved from an existing foundation to another foundation.

The Buyers and Sellers involved in the current or prospective real estate transaction for the property listed above acknowledge that they were informed of their rights and obligations regarding Residential Property Disclosures, and that this information was provided by the real estate licensee(s) prior to the completion or reviewing of a Tennessee Residential Property Condition Disclosure, a Tennessee Residential Property Condition Disclaimer Statement, or a Tennessee Residential Property Condition Exemption Notification. Buyers and Sellers also acknowledge that they were advised to seek the advice of an attorney on any legal questions they may have regarding this information or prior to taking any legal actions.

The Tennessee Residential Property Disclosure Act states that anyone transferring title to residential real property must provide information about the condition of the property. This completed form constitutes that disclosure by the Seller. The information contained in the disclosure is the representation of the owner and not the representation of the real estate licensee or sales person, if any. This is not a warranty or a substitute for any professional inspections or warranties that the purchasers may wish to obtain.

Buyers and Sellers should be aware that any sales agreement executed between the parties shall supersede this form as to the terms of sale, property included in the sale and any obligations on the part of the seller to repair items identified below and/or the obligation of the buyer to accept such items "as is."

INSTRUCTIONS TO THE SELLER

Complete this form yourself and answer each question to the best of your knowledge. If an answer is an estimate, clearly label it as such. The Seller hereby authorizes any agent(s) representing any party in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the subject property.

A. THE SUBJECT PROPERTY INCLUDES THE ITEMS CHECKED BELOW:

- | | | |
|--|--|---|
| ☐ Range | ☐ Wall/Window Air Conditioning | ☐ Garage Door Opener(s) (Number of openers ____) |
| ☐ Window Screens | ☐ Oven | ☐ Fireplace(s) (Number) ____ |
| ☐ Intercom | ☐ Microwave | ☐ Gas Starter for Fireplace |
| ☐ Garbage Disposal | ☐ Gas Fireplace Logs | ☐ TV Antenna/Satellite Dish |
| ☐ Trash Compactor | ☐ Smoke Detector/Fire Alarm | ☐ Central Vacuum System and attachments |
| ☐ Spa/Whirlpool Tub | ☐ Burglar Alarm | ☐ Current Termite contract |
| ☐ Water Softener | ☐ Patio/Decking/Gazebo | ☐ Hot Tub |
| ☐ 220 Volt Wiring | ☐ Installed Outdoor Cooking Grill | ☐ Washer/Dryer Hookups |
| ☐ Sauna | ☐ Irrigation System | ☐ Pool |
| ☐ Dishwasher | ☐ A key to all exterior doors | ☒ Access to Public Streets |
| ☐ Sump Pump | ☐ Rain Gutters | ☐ Heat Pump |
| ☐ Central Heating | ☐ Central Air | |
| ☐ Other _____ | | ☐ Other _____ |

- | | | |
|--|---------------------------------------|--|
| Water Heater: ☐ Electric | ☐ Gas | ☐ Solar |
| Garage: ☐ Attached | ☐ Not Attached | ☐ Carport |
| Water Supply: ☒ City | ☐ Well | ☐ Private ☐ Utility ☐ Other _____ |
| Gas Supply: ☒ Utility | ☐ Bottled | ☐ Other _____ |
| Waste Disposal: ☒ City Sewer | ☐ Septic Tank | ☐ Other _____ |

Roof(s): Type N/A Age (approx): N/A

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92 Other Items:

93
94

95 To the best of your knowledge, are any of the above NOT in operating condition? ☐ YES ☒ NO

96 If YES, then describe (attach additional sheets if necessary):

97
98
99

100 **B. ARE YOU (SELLER) AWARE OF ANY DEFECTS/MALFUNCTIONS IN ANY OF THE FOLLOWING?**

	YES	NO	UNKNOWN		YES	NO	UNKNOWN
101				Interior Walls	☐	☐	☐
102				Ceilings	☐	☐	☐
103				Floors	☐	☐	☐
104				Windows	☐	☐	☐
105				Doors	☐	☐	☐
106				Insulation	☐	☐	☐
107				Plumbing System	☐	☐	☐
108				Sewer/Septic	☐	☐	☐
109				Electrical System	☐	☐	☐
110				Exterior Walls	☐	☐	☐
				Roof	☐	☐	☐
				Basement	☐	☐	☐
				Foundation	☐	☐	☐
				Slab	☐	☐	☐
				Driveway	☐	☐	☐
				Sidewalks	☐	☐	☐
				Central Heating	☐	☐	☐
				Heat Pump	☐	☐	☐
				Central Air Conditioning	☐	☐	☐

111 If any of the above is/are marked YES, please explain:

112 N/A VACANT LAND

113 **C. ARE YOU (SELLER) AWARE OF ANY OF THE FOLLOWING:**

	YES	NO	UNKNOWN
114 1. Substances, materials or products which may be environmental hazards	☐	☒	☐
115 such as, but not limited to: asbestos, radon gas, lead-based paint, fuel			
116 or chemical storage tanks, contaminated soil or			
117 water, on the subject			
118 property?			
119 2. Features shared in common with adjoining land owners, such as walls, but	☐	☒	☐
120 not limited to, fences, and/or driveways, with joint rights and obligations			
121 for use and maintenance?			
122 3. Any authorized changes in roads, drainage or utilities affecting the	☐	☒	☐
123 property, or contiguous to the property?			
124 4. Any changes since the most recent survey of the property was done?	☐	☒	☐
125 Most recent survey of the property: <u>11/01/2024</u> (Date) (check here if unknown)			☐
126 5. Any encroachments, easements, or similar items that may affect your	☐	☐	☒
127 ownership interest in the property?			
128 6. Room additions, structural modifications or other alterations or	☐	☒	☐
129 repairs made without necessary permits?			
130 7. Room additions, structural modifications or other alterations or	☐	☒	☐
131 repairs not in compliance with building codes?			
132 8. Landfill (compacted or otherwise) on the property or any portion	☐	☒	☐
133 thereof?			
134 9. Any settling from any cause, or slippage, sliding or other soil problems?	☐	☒	☐
135 10. Flooding, drainage or grading problems?	☐	☒	☐
136 11. Any requirement that flood insurance be maintained on the property?	☐	☒	☐

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		YES	NO	UNKNOWN
137	12. Property or structural damage from fire, earthquake, floods, or landslides?	☐	☒	☐
138	If yes, please explain (use separate sheet if necessary).			
139				
140				
141	If yes, has said damage been repaired? _____			
142	13. Is the property serviced by a fire department?	☒	☐	☐
143	If yes, in what fire department's service area is the property located? (Fire Dept. Locator can be found:			
144	https://tnmap.tn.gov/fdtn/)			
145	FRANKLIN FIRE DEPT			
146	Is the property owner subject to charges or fees for fire protection,	☐	☒	☐
147	such as subscriptions, association dues or utility fees?			
148	14. Any zoning violations, nonconforming uses and/or violations of	☐	☒	☐
149	"setback" requirements?			
150	15. Neighborhood noise problems or other nuisances?	☐	☒	☐
151	16. Subdivision and/or deed restrictions or obligations?	☐	☒	☐
152	17. A Condominium/Homeowners Association (HOA) which has any authority	☐	☒	☐
153	over the subject property?			
154	Name of HOA: _____ HOA Address: _____			
155	HOA Phone Number: _____ Monthly Dues: _____			
156	Special Assessments: _____ Transfer Fees: _____			
157	Management Company: _____ Phone: _____			
158	Management Co. Address: _____			
159	18. Is the location of the property within an improvement district that is			
160	subject to special assessment:	☐	☒	☐
161	Rate of special assessment: _____			
162	19. Any "common area" (facilities such as, but not limited to, pools, tennis	☐	☒	☐
163	courts, walkways or other areas co-owned in undivided interest with others)?			
164	20. Any notices of abatement or citations against the property?	☐	☒	☐
165	21. Any lawsuit(s) or proposed lawsuit(s) by or against the seller which affects	☐	☒	☐
166	or shall affect the property?			
167	22. Is any system, equipment or part of the property being leased?	☐	☒	☐
168	If yes, please explain, and include a written statement regarding payment			
169	information.			
170				
171				
172	23. Any exterior wall covering of the structure(s) covered with exterior	☐	☒	☐
173	insulation and finish systems (EIFS), also known as "synthetic stucco"?			
174	If yes, has there been a recent inspection to determine whether the structure	☐	☒	☐
175	has excessive moisture accumulation and/or moisture related damage?			
176	<i>(The Tennessee Real Estate Commission urges any buyer or seller who encounters this product to have a qualified</i>			
177	<i>professional inspect the structure in question for the preceding concern and provide a written report of the professional's</i>			
178	<i>finding.)</i>			
179	If yes, please explain. If necessary, please attach an additional sheet.			
180				
181				
182	24. Is there an exterior injection well anywhere on the property?	☐	☒	☐
183	25. Is seller aware of any percolation tests or soil absorption rates being	☐	☒	☐
184	performed on the property that are determined or accepted by			
185	the Tennessee Department of Environment and Conservation?			
186	If yes, results of test(s) and/or rate(s) are attached.			
187	26. Has any residence on this property ever been moved from its original	☐	☒	☐

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188 foundation to another foundation?

- | | | YES | NO | UNKNOWN |
|-----|--|--------------------------|-------------------------------------|--------------------------|
| 189 | 27. Is this property in a Planned Unit Development? Planned Unit Development | ☐ | ☒ | |
| 190 | is defined pursuant to Tenn. Code Ann. § 66-5-213 as "an area of land, | | | |
| 191 | controlled by one (1) or more landowners, to be developed under unified control | | | |
| 192 | or unified plan of development for a number of dwelling units, commercial, | | | |
| 193 | educational, recreational or industrial uses, or any combination of the | | | |
| 194 | foregoing, the plan for which does not correspond in lot size, bulk or type of | | | |
| 195 | use, density, lot coverage, open space, or other restrictions to the existing land | | | |
| 196 | use regulations." Unknown is not a permissible answer under the statute. | | | |
| 197 | 28. Is a sinkhole present on the property? A sinkhole is defined pursuant to Tenn. | ☐ | ☒ | ☐ |
| 198 | Code Ann. § 66-5-212(c) as "a subterranean void created by the dissolution of | | | |
| 199 | limestone or dolostone strata resulting from groundwater erosion, causing a | | | |
| 200 | surface subsidence of soil, sediment, or rock and is indicated through the | | | |
| 201 | contour lines on the property's recorded plat map." This disclosure is required | | | |
| 202 | regardless of whether the sinkhole is indicated through the contour lines on the | | | |
| 203 | property's recorded plat map. | | | |
| 204 | 29. Was a permit for a subsurface sewage disposal system for the Property issued | ☐ | ☒ | |
| 205 | during a sewer moratorium pursuant to Tenn. Code Ann. § 68-221-409? If | | | |
| 206 | yes, Buyer may have a future obligation to connect to the public sewer system. | | | |
| 207 | | | | |

208 **D. CERTIFICATION.** I/We certify that the information herein, concerning the
209 real property located at

210 1209 Mulberry Street, Lot 35 Franklin TN 37064

211 is true and correct to the best of my/our knowledge as of the date signed. Should any of these conditions change prior to
212 conveyance of title to this property, these changes shall be disclosed in an addendum to this document.

213 Transferor (Seller) Alex Higginson-Rollins Alex Higginson-Rollins Date 08/09/2025 Time 4:54 PM

214 Transferor (Seller) _____ Date _____ Time _____

Parties may wish to obtain professional advice and/or inspections of the property and to negotiate appropriate provisions in the purchase agreement regarding advice, inspections or defects.

220 **Transferee/Buyer's Acknowledgment:** I/We understand that this disclosure statement is not intended as a substitute for any
221 inspection, and that I/we have a responsibility to pay diligent attention to and inquire about those material defects which are
222 evident by careful observation. **I/We acknowledge receipt of a conv of this disclosure.**

223 Transferee (Buyer) Habitat for Humanity Williamson-Maury by Kim Randell, CEO Date 08/28/2025 Time 10:29 AM

224 Transferee (Buyer) Kim Randell Date _____ Time _____

225 If the property being purchased is a condominium, the transferee/buyer is hereby given notice that the transferee/buyer is
226 entitled, upon request, to receive certain information regarding the administration of the condominium from the developer or
227 the condominium association as applicable, pursuant to Tennessee Code Annotated §66-27-502.

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DISCLAIMER NOTICE

The Broker and their affiliated licensees (hereinafter collectively "Licensees") are engaged in bringing together buyers and sellers in real estate transactions. Licensees expressly deny any expertise with respect to advice or informed opinions regarding any of the following matters. This Disclaimer Notice is an express warning to all sellers and buyers that they should not rely on any statement, comment or opinion expressed by any Licensee when making decisions about any of the following matters, including the selection of any professional to provide services on behalf of buyers or sellers. Any professional selected by buyers or sellers should be an "independent, qualified professional", who complies with all applicable state/local requirements, which may include licensing, insurance, and bonding requirements. It is strongly recommended that buyers include contingency clauses in their offers to purchase with respect to these or any other matters of concern and that buyers, in writing the offer, allow enough time to get an evaluation of the following matters from an independent, qualified professional. The matters listed below are not an exclusive list of actions or circumstances which are not the responsibility of the Licensees with whom you work. These items are examples and are provided only for your guidance and information.

1. THE STRUCTURAL OR OTHER CONDITIONS OF THE PROPERTY. Consult with professional engineers or other independent, qualified professionals to ascertain the existence of structural issues, the condition of synthetic stucco (E.I.F.S.) and/or the overall condition of the property.

2. THE CONDITION OF ROOFING. Consult with a bonded roofing company for any concerns about the condition of the roof.

3. HOME INSPECTION. We strongly recommend that you have a home inspection, which is a useful tool for determining the overall condition of a home including, but not limited to, electrical, heating, air conditioning, plumbing, water-heating systems, fireplaces, windows, doors and appliances. Contact several sources (like the Tennessee Department of Commerce & Insurance (<http://tn.gov/commerce/>), the American Society of Home Inspectors (www.ashi.com), the National Association of Certified Home Inspectors (www.nahi.org), and Home Inspectors of Tennessee Association (www.hita.us) and independently investigate the competency of an inspector, including whether he has complied with State and/or local licensing and registration requirements in your area. The home inspector may, in turn, recommend further examination by a specialist (heating-air-plumbing, etc.). **Failure to inspect typically means that you are accepting the property "as is".**

4. WOOD DESTROYING ORGANISMS, PESTS AND INFESTATIONS. It is strongly recommended that you use the services of a licensed, professional pest control company to determine the presence of wood destroying organisms (termites, fungus, etc.) or other pests or infestations and to examine the property for any potential damage from such.

5. ENVIRONMENTAL HAZARDS. Environmental hazards, such as, but not limited to: radon gas, mold, asbestos, lead-based paint, hazardous wastes, landfills, byproducts of methamphetamine production, high-voltage electricity, noise levels, etc., require advanced techniques by environmental specialists to evaluate, remediate and/or repair. It is strongly recommended that you secure the services of knowledgeable professionals and inspectors in all areas of environmental concern.

6. SQUARE FOOTAGE. There are multiple sources from which square footage of a property may be obtained. Information is sometimes gathered from tax or real estate records on the property. Square footage provided by builders, real estate licensees, or tax records is only an **estimate** with which to make comparisons, but it is **not guaranteed**. It is advised that you have a licensed appraiser determine actual square footage.

7. CURRENT VALUE, INVESTMENT POTENTIAL, OR RESALE VALUE OF THE PROPERTY. A true estimate of the value can only be obtained through the services of a licensed appraiser. No one, not even a professional appraiser, can know the future value of a property. Unexpected and unforeseeable things happen.

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NOTE: A real estate licensee's Comparative Market Analysis (CMA) or Broker's Price Opinion (BPO), etc., while sometimes used to set an asking price or an offer price, is **not** an appraisal.

8. BOUNDARY LINES, EASEMENTS, ENCROACHMENTS, ROAD MAINTENANCE, AND ACREAGE. A survey can provide helpful information, including whether the road to the home is a public or private road. It is strongly advised that you secure the services of a licensed surveyor for a full-stake boundary survey with all boundary lines, easements, encroachments, flood zones, road information, total acreage, etc., clearly identified. It is also advised that you **not** rely on mortgage loan inspection surveys, previous surveys, plat data, or Multiple Listing Service (MLS) data for this information, even if acceptable to your lender.

9. ZONING, CODES, COVENANTS, RESTRICTIONS, AND RELATED ISSUES. Zoning, codes, covenants, restrictions, home owner association by-laws, special assessments, city ordinances, governmental repair requirements and related issues need to be verified by the appropriate sources in writing. If your projected use requires a zoning or other change, it is recommended that you either wait until the change is **in effect** before committing to a property or provide for this contingency in your Purchase and Sale Agreement.

10. UTILITY CONNECTIONS, SEPTIC SYSTEM CAPABILITY, AND RELATED SERVICES. The availability, adequacy, connection and/or condition of waste disposal (sewer, septic system, etc.), water supply, electric, gas, cable, internet, telephone, or other utilities and related services to the property need to be verified by the appropriate sources in writing (including but not limited to fire protection). You should have a professional check access and/or connection to public sewer and/or public water source and/or the condition of any septic system(s) and/or wells. To confirm that any septic systems are properly permitted for the actual number of bedrooms, it is recommended that sellers and/or buyers request a copy of the information contained in the file for the property maintained by the appropriate governmental permitting authority. If the file for this property cannot be located or you do not understand the information contained in the file, you should seek professional advice regarding this matter. For unimproved land, septic system capability can only be determined by using the services of a professional soil scientist and verifying with the appropriate governmental authorities that a septic system of the desired type, size, location, and cost can be permitted and installed to accommodate the size home that you wish to build.

11. FLOODING, DRAINAGE, FLOOD INSURANCE, AND RELATED ITEMS. It is recommended that you have a civil or geotechnical engineer or other independent expert determine the risks of flooding, drainage or run-off problems, erosion, land shifting, unstable colluvial soil, sinkholes and landfills. The risk of flooding may increase and drainage or storm run-off pathways may change. Be sure to consult with the proper governmental authorities, elevation surveyors, and flood insurance professionals regarding flood and elevation certificates, flood zones, and flood insurance requirements, recommendations and costs.

12. CONDEMNATION. It is recommended that you investigate whether there are any pending or proposed condemnation proceedings or similar matters concerning any portion of the property with the State, County and city/town governments in which the property is located. Condemnation proceedings could result in all or a portion of the property being taken by the government with compensation being paid to the landowner.

13. SCHOOL DISTRICTS AND OTHER SCHOOL INFORMATION. It is advised that you independently confirm school zoning with the appropriate school authorities, as school districts are subject to change. Other school information (rankings, curriculums, student-teacher ratios, etc.) should be confirmed by appropriate sources in writing.

14. INFORMATION ABOUT CRIMES, METHAMPHETAMINE PROPERTIES, OR SEX OFFENDERS. You should consult with local, state and federal law enforcement agencies for information or statistics regarding criminal activity at or near the property, the presence of methamphetamine manufacturing, or for the location of sex offenders in a given area.

15. LEGAL AND TAX ADVICE. You should seek the advice of an attorney and/or certified tax specialist on any legal or tax questions concerning any offers, contracts, issues relating to title or ownership of the property, or any other matters of concern, including those itemized in this Disclaimer Notice. Real estate licensees are **not** legal or tax experts, and therefore cannot advise you in these areas.

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16. TITLE INSURANCE EXPENSES. As the Buyer of real property, you have the right to obtain an Owner's Title Insurance Policy to protect your ownership. Once purchased, an Owner's Title Insurance Policy protects you for as long as you own the property (and potentially longer). There are two main types of title insurance policies available to the Buyer: (a) a Standard policy (which covers many claims affecting the land) or (b) a "Homeowner's" policy. The Homeowner's policy covers all the claims of a Standard policy – but it is also an expanded policy providing multiple additional coverages not included in the Standard policy, e.g. post policy issues such as an attempted fraudulent deed conveyance. Unlike other title protection alternatives (e.g. attorney title opinion letters) both the Standard and the Homeowner's policy are regulated products provided by insurance companies licensed under Tennessee law. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under an American Land Title Association Standard Owner's Insurance policy and, if available, a Homeowner's Title Insurance Policy. For more information, please visit these helpful links: <https://www.alta.org/news-and-publications/> ALTA - Unregulated Title Insurance Alternatives

17. RECOMMENDED INSPECTORS, SERVICE PROVIDERS, OR VENDORS. The furnishing of any inspector, service provider or vendor named by the real estate licensee is done only as a convenience and a courtesy, and does not in any way constitute any warranty, representation, or endorsement. Buyers and sellers have the option to select any inspectors, service providers or vendors of the buyer's or seller's choice. You are advised to contact several sources and independently investigate the competency of any inspector, contractor, or other professional expert, service provider or vendor and to determine compliance with any licensing, registration, insurance and bonding requirements in your area.

18. RELIANCE. You understand that it is your responsibility to determine whether the size, location and condition of the property are acceptable prior to submitting an Offer on a property. Broker makes no representations as to suitability of a property to your needs. You acknowledge that any images or other marketing materials provided by the seller or brokers involved in the transaction electronically or in print may not display the property's features, flaws, odor(s), or size and that you shall not rely on such images when purchasing a property.

19. MARKETING MATERIALS. You acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. You agree that Broker shall not be liable for any uses of photographs, marketing materials or digital media which the Broker is not in control.

The Buyer/Seller acknowledges that they have not relied upon the advice, casual comments, media representations or verbal representations of any real estate licensee relative to any of the matters itemized above or similar matters. The Buyer/Seller understands that it has been strongly recommended that they secure the services of appropriately credentialed experts and professionals of the buyer's or seller's choice for the advice and counsel about these and similar concerns.

Habitat for Humanity Williamson-Maury by Kim Randell, CEO

Kim Randell

08/28/25

CLIENT/CUSTOMER

CLIENT/CUSTOMER

08/28/25

at 10:29 AM

o'clock ☐ am/ ☐ pm

Date

at o'clock ☐ am/ ☐ pm

Date

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WIRE FRAUD WARNING

Criminals use many methods to steal our money, even when we are buying or selling a home – particularly involving wire fund transfers. Scammers typically will send an email that APPEARS to be from your agent, broker, lender, or the closing attorney/closing agency. Be on the lookout for:

- Phony email addresses (e.g., a slight change in the domain name), authentic-looking fake websites, phony fax numbers, texts, calls or social media messages from scammers.
- Any communication requesting information or directing you to a fake website, a criminal's email address or a criminal's bank account.

In preparation for closing, Buyers will often need to wire transfer funds from their personal bank to the closing attorney/closing agency.

NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.

 Initials _____ Initials

Rather, you should receive wiring instructions prior to closing from the closing attorney/closing agency or your lender. If the instructions are sent by email they should be in a secured manner. **DO NOT TRANSFER FUNDS UNTIL** you have verified the authenticity of the wiring instructions by at least one other independent means, including but not limited to the following:

- Call the phone number you used on all your prior calls (if the number came from a personally recognized or known source), or
- Call the closing attorney/ closing agency or lender after verifying their phone number from a known third party source, such as the entity's official website and/or public directory assistance (do not take the phone number directly from the wiring instruction form you received), or
- Make a personal visit to their office at the address you previously met with them.

If you send wiring instructions by email or any electronic means to anyone at your bank or other financial institution in preparation for closing, **DO NOT TRANSFER ANY FUNDS** until after you verify that the correct instructions were received by a known representative at your financial institution. Also, it is important to confirm with the financial institution that the **WIRE INSTRUCTIONS ARE NOT TO BE SUBSTITUTED WITHOUT YOUR PRIOR CONSENT.** Any wiring instructions sent should be sent in a secured manner. Be especially aware of any request to change any of the original wiring/money transfer information, change in the person you have been working with on the transaction, or a subtle difference in their behavior, speech, or grammar. These are some signs of a potential scam. Wiring instructions for closing attorneys, title companies and lenders rarely if ever change, so any request to change this information should be handled with caution.

If you suspect you may be a victim of wire fraud or that you may have received suspicious phone calls, emails, text messages, faxes, social media messages, emails from a fake address, a change in contact person at your bank or mortgage company, or changes to wire transfer or financing institutions:

- **IMMEDIATELY** call your bank and/or mortgage company at the phone number you used in all prior calls.
- Then, call your agent at the phone number you used in all prior calls.

Habitat for Humanity Williamson-Maury by Kim Randell, CEO



08/28/25

Buyer or Seller

Date

Buyer or Seller

Date

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RESPA AND ADDITIONAL DISCLOSURES STATEMENT

Date: 08/28/2025

Property Address: 1209 Mulberry Street Franklin TN 37064

Benchmark Client
or Customer Name(s): Habitat for Humanity Williamson-Maury

RESPA REQUIRED DISCLOSURES

Pursuant to the Real Estate Settlement & Procedures Act ("RESPA") and the regulations adopted pursuant to that statute, Benchmark Realty LLC ("Benchmark") hereby makes the following disclosures:

Benchmark is a real estate brokerage business providing residential and commercial brokerage services to buyers and sellers and receives compensation on those services.

Title & Escrow Services Disclosure: *Momentum Title, LLC provides comprehensive title services. The controlling principal of Benchmark Realty, LLC, has a business relationship with Momentum Title, LLC. Benchmark also receives monetary benefit from an office space rental agreement with Momentum Title, LLC.*

ADDITIONAL DISCLOSURES

Security Devices Warning: *Benchmark hereby advises of the possibility that some properties may utilize security devices that record physical movement or audio conversations. Therefore, the Benchmark client is advised to limit making comments concerning the value, features, condition, or desirability (or undesirability) of the property while onsite.*

I/We have read this disclosure form, and understand all that is being disclosed, as well as that Benchmark may receive financial or other benefit as a result of referring me/us to purchase the above-described service provider(s).

Habitat for Humanity Williamson-Maury by Kim Randell, CEO

Authentisign
Kim Randell 08/28/25
Benchmark Client/Customer Signature

Benchmark Client/Customer Signature

Authentisign
Nancy L. Platt 08/28/25
Benchmark Agent Signature
NancyLee Platt

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shall promptly notify the Seller via the Notification Form or equivalent written notice. Buyer shall then have 3 days to either:

1. waive the appraisal contingency via the Notification Form or equivalent written notice
OR

2. terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.

In the event Buyer fails to either waive the appraisal contingency or terminate the Agreement as set forth above, this contingency is deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of Agreement. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon Purchase Price.

B. Closing Expenses.

1. Seller Expenses. Seller shall pay all existing loans affecting the Property, including all penalties, release preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property; Seller's Closing fee, document preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is required under the Foreign Investment in Real Property Tax Act. Failure to do so shall constitute a default by Seller.

In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. *It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.*

2. Buyer Expenses. Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement.

3. Title Expenses. Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows:
Split 50/50 between Buyer & Seller

Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage.

Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every Transaction and may be modified as follows:

Closing Agency for Buyer & Contact Information: Puryear, Newman & Morton, PLLC; Chas Morton 615-790-2444; CMorton@pnmlaw.com; 130 Fourth Avenue South, Franklin TN 37064

Closing Agency for Seller & Contact Information: McCann & Hubbard; Jack McCann 615-377-3319/615-414-4726; jack@mhclosings.com; 1804 Williamson Court, Suite 201, Brentwood, TN 37027

C. Financial Contingency – Loan(s) To Be Obtained: This Agreement is conditioned upon Buyer's ability to obtain a loan(s) in the principal amount up to N/A % of the Purchase Price listed above to be secured by a deed of trust on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein based upon Lender's customary and standard underwriting criteria. In consideration of Buyer, having acted in

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good faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is defined herein as the financial institution funding the loan.

The loan shall be of the type selected below (**Select the appropriate boxes. Unselected items shall not be part of this Agreement**):

☐ Conventional Loan ☐ Rural Development/USDA

☐ Other _____

Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms and conditions of this Agreement are fulfilled and the new loan does not increase any costs charged to Seller. Buyer shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.

Loan Obligations: The Buyer agrees and/or certifies as follows:

- (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall pay for credit report. Buyer shall immediately notify Seller or Seller's representative of having applied for the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order credit report. Such certifications shall be made via the Notification form or equivalent written notice;
- (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via the Notification form or equivalent written notice that:
 - a. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan Estimate; and
 - b. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
- (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;
- (4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator;
- (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or sale of any other real property and the same shall not be used as the basis for loan denial; and
- (6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

Should Buyer fail to timely comply with 2.C.(1) and/or 2.C.(2) above and provide notice as required, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated.

THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.

☒ **Financing Contingency Waived** (e.g. "All Cash", etc.):

Buyer's obligation to Close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer shall furnish proof of available funds to close in the following manner: Letter indicating available funds (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation to sell is terminated. Failure to Close due to lack of funds shall be considered default by Buyer.

In the event that this Agreement is contingent upon an appraisal, Buyer must order the appraisal and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested notice within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller's obligation is terminated.

3. Earnest Money/Trust Money. Buyer has paid or shall pay within 3 days after the Binding Agreement Date to Puryear, Newman & Morton, PLLC (name of Holder) ("Holder")

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located at 130 4th Avenue South, Franklin, TN 37064 (address of Holder), an
 Earnest Money/Trust Money deposit of \$ 5,000.00 by check (OR
) ("Earnest Money/Trust Money").

A. Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money (if applicable) is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored, for any reason by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller of the Buyer's failure to deposit the agreed upon Earnest Money/Trust Money. Buyer shall then have one (1) day to deliver Earnest Money/Trust Money in immediately available funds to Holder. In the event Buyer does not deliver such funds, Buyer is in default and Seller shall have the right to terminate this Agreement by delivering to Buyer or Buyer's representative written notice via the Notification form or equivalent written notice. In the event Buyer delivers the Earnest Money/Trust Money in immediately available funds in the form of a wire transfer or cashier's check to Holder before Seller elects to terminate, Seller shall be deemed to have waived Seller's right to terminate, and the Agreement shall remain in full force and effect.

B. Handling of Earnest Money/Trust Money upon Receipt by Holder. Earnest Money/Trust Money (if applicable) is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money/Trust Money section or as specified in the Special Stipulations section contained herein. Holder shall disburse Earnest Money/Trust Money only as follows:

- (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- (b) upon a written agreement signed by all parties having an interest in the funds;
- (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money/Trust Money;
- (d) upon a reasonable interpretation of the Agreement; or
- (e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over the matter.

Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties under this Earnest Money/Trust Money section. Earnest Money/Trust Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.

4. Closing, Prorations, Special Assessments and Association Fees.

A. Closing Date. This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of Purchase Price, the "Closing"), and this Agreement shall expire at 11:59 p.m. local time on the 26th day of September, 2025 ("Closing Date"), or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or equivalent written agreement.

1. Possession. Possession of the Property is to be given (Select the appropriate boxes below. Unselected items shall not be part of this Agreement):

☒ at closing as evidenced by delivery of warranty deed and payment of Purchase Price;

OR

☐ as agreed in the attached and incorporated Temporary Occupancy Agreement;

B. Prorations. Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar year in which the sale is Closed shall be prorated as of the Closing Date. In the event of a change or reassessment of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents, dues, maintenance fees, and association fees for prior years and rollback taxes, if any, shall be paid by Seller.

C. Greenbelt. If property is currently classified by the property tax assessor as "Greenbelt" (minimum of 15 acres or otherwise qualifies), does the Buyer intend to keep the property in the Greenbelt? (Select the appropriate boxes below. Unselected items shall not be part of this Agreement):

- ☐ Buyer intends to maintain the property's Greenbelt classification and acknowledges that it is Buyer's responsibility to make timely and proper application to insure such status. Buyer's failure to timely and

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properly make application shall result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer should consult the tax assessor for the county where the property is located prior to making this offer to verify that their intended use shall qualify for Greenbelt classification.

- ☐ Buyer does not intend to maintain the property's Greenbelt status and rollback taxes shall be payable by the Seller at time of closing.

D. Special Assessments. Special Assessments approved or levied prior to the Closing Date shall be paid by Seller at or prior to Closing unless otherwise agreed as follows:

E. Association Fees. Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the transfer of the Property and/or like expenses which are required by the association, property management company and/or the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).

5. Title and Conveyance.

A. Seller warrants that at the time of Closing, Seller shall convey or cause to be conveyed to Buyer or Buyer's assign(s) good and marketable title to said Property by general warranty deed, subject only to:

- (1) Zoning;
- (2) Setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach;
- (3) Subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and
- (4) Leases and other encumbrances specified in this Agreement.

If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information discloses material defects, Buyer may, at Buyer's discretion:

- (1) accept the Property with the defects **OR**
- (2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to the Closing Date, Buyer may elect to extend the Closing Date by mutual written agreement evidenced by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer shall be entitled to a refund of Earnest Money/Trust Money.

Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee shall insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the issuing title insurance company.

B. Buyer warrants Buyer has reviewed Tenn. Code Ann. Title 66, Chapter 3, Part 3 and is not a prohibited foreign party or prohibited foreign-party controlled business prohibited from purchasing agricultural or non-agricultural land in Tennessee pursuant to the statute.

C. Deed. Name(s) on Deed to be: Habitat for Humanity Williamson-Maury
It is the Buyer's responsibility to consult the closing agency or attorney prior to Closing as to the manner in which Buyer holds title.

6. Inspections and other requirements made a part of this Agreement.

ALL INSPECTIONS ARE TO BE MADE AT BUYER'S EXPENSE. Buyer, its inspectors and/or representatives shall have the right and responsibility to enter the Property during normal business hours for the purpose of making inspections and/or tests. Buyer agrees to indemnify Seller for the acts of themselves, their inspectors and/or representatives in exercising their rights under this section. Buyer's obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable. Buyer shall make such inspections as indicated in this section and either accept the Property in its present condition by written notice to Seller or terminate the Agreement as provided for in each section marked below.

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[Select any or all of the following stipulations. Unselected items are not a part of this Agreement.]

- ☐ **A. Feasibility Study.** Buyer shall have the right to review all aspects of the Property, including but not limited to, all governmental, zoning, soil and utility service matters related thereto. In consideration of Buyer having conducted Buyer's good faith review as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall provide written notification to Seller and/or Seller's Broker within _____ days after Binding Agreement Date that Buyer is not satisfied with the results of such review, and this Agreement shall automatically terminate and Broker shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide notice, then this contingency shall be deemed to have been waived by Buyer. Seller acknowledges and agrees that Buyer and/or Buyer's agents and employees may have free access during normal business hours to visit the Property for the purpose of (1) inspection thereof and (2) conducting such soil and other tests thereon as are deemed reasonably necessary by Buyer. Buyer hereby agrees to indemnify and hold Seller, Broker, and Broker's Affiliated Licensees harmless from and against any and all loss, injury, cost, or expense associated with Buyer's inspection of and entry upon Property.
- ☐ **B. Building Permit.** This Agreement is contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate governmental authority to make specific improvements on the Property. In consideration of Buyer, having acted in good faith, being unable to acquire all required licenses and permits from the appropriate governmental authority to make specific improvements to the Property, the sufficiency of such consideration hereby being acknowledged, Buyer may terminate this agreement by providing written notification to Seller and/or Seller's Broker within _____ days after the Binding Agreement Date. Upon termination, holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.
- ☐ **C. Permit for Sanitary Septic Disposal System.** This Agreement is contingent upon the Buyer's ability to obtain a permit for a sanitary septic disposal system from the respective Tennessee Ground Water Protection Office for the county in which the Property is located (generally, located at the local Health Department) to be placed on the Property in a location consistent with Buyer's planned improvements. In consideration of Buyer, having acted in good faith, being unable to meet this condition, the sufficiency of such consideration being hereby acknowledged, Buyer must notify Seller and/or Seller's Broker in writing within _____ days after the Binding Agreement Date. With proper notice, the Agreement is voidable by Buyer and Earnest Money/Trust Money refunded. If Buyer fails to provide said notice, this contingency shall be deemed to have been waived by Buyer.
- ☐ **D. Rezoning.** This Agreement is contingent upon the Property being rezoned to _____ by the appropriate governmental authorities on or before _____. (Buyer or Seller) _____ shall be responsible for pursuing such rezoning, and paying all associated cost. All rezoning applications shall be submitted to Seller for Seller's approval prior to filing, which approval shall not be unreasonably withheld. All parties agree to cooperate, to sign the necessary documentation and to support the rezoning application. In consideration of Buyer having acted in good faith, Buyer may provide notification to Seller and/or Seller's Broker within 48 hours after the above date that the Property cannot be so zoned, the sufficiency of such consideration being hereby acknowledged, and this Agreement shall automatically terminate. Upon termination, holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.
- ☐ **E. Well Test.** This Agreement is contingent upon the well water serving the Property passing testing for suitability for drinking as performed by a testing laboratory selected by Buyer, or required by Buyer's Lender, prior to Closing. Buyer shall be responsible for ordering, supervising and paying for any such well water sample test. This Agreement shall also be contingent upon said well providing an adequate quantity of water to serve Buyer's intended purpose for the Property. In consideration of Buyer, having conducted a well test as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer may provide written notification to Seller and/or Seller's Broker within _____ days after the Binding Agreement Date that test results are unacceptable, and in such event this Agreement shall automatically terminate, and Holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.
- ☐ **F. Other Inspections.** See Special Stipulations for additional inspections required by Buyer.
- ☐ **G. No Inspection Contingencies.** Buyer accepts the Property in its present condition. All parties acknowledge and agree that the Property is being sold "AS IS" with any and all faults.

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7. **Final Inspection.** Buyer and/or Buyer's inspectors/representatives shall have the right to conduct a final inspection of Property on the Closing Date or within 1 day(s) prior to Closing Date only to confirm Property is in the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements have been completed. Property shall remain in such condition until the Closing Date at Seller's expense. Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise noted in writing.
8. **Buyer's Additional Due Diligence Options.** If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations section of this Agreement.
 - A. **Survey and Flood Certification.** Survey Work and Flood Certifications are the best means of identifying boundary lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a survey, closing loan survey or Boundary Line Survey and Flood Zone Certifications.
 - B. **Insurability.** Many different issues can affect the insurability and the rates of insurance for property. These include factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether any exclusions shall apply to the insurability of said Property.
 - C. **Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]
 - D. **Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. [For additional information on this subject, request the "Water Supply and Waste Disposal Notification" form.]
 - E. **Title Exceptions.** At Closing, the general warranty deed shall be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by Buyer, including the property being part of a Planned Unit Development (PUD). There may also be fees and assessments connected with these exceptions.
 - F. **Toxic/Foreign Substances.** Testing (including but not limited to a Phase 1 study) may be performed to determine the presence of radon or other potentially toxic substances. Buyer may wish to inquire or have the property inspected for underground tanks, tires, appliances, garbage, foreign and/or unnatural materials, asbestos, polychlorinated biphenyl (PCB's), ureaformaldehyde, methane gas, radioactive material, or methamphetamine production.
 - G. **Land Issues.** Buyer may be interested in learning more about the presence of any fill, mine shaft, well, diseased or dead trees or private or non-dedicated roadways on the Property as well as any sliding, settling, earth movement, upheaval or earth stability problems detected through inspections or evaluations previously performed on property or to be performed.
 - H. **Rights and Licenses.** Certain Property may contain mineral, oil and timber rights which may or may not transfer with the Property. It is possible licenses or usage permits were granted for crops, mineral, water, grazing, timber, hunting or fishing, including a Crop Rotation Program. Buyers should consult their closing agency for questions regarding any leases which may be in the chain of title.
9. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller and/or Buyer and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for building products and construction techniques; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect the Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation actions involving the Property; for acreage or square footage; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and availability of financing; and for the uses and zoning of the Property whether permitted or

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proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media which the Broker is not in control.

10. Brokerage. As specified by separate agreement(s), the parties agree and acknowledge that the Brokers involved in this transaction may receive compensation for their services; the compensation may come from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their compensation rights, and as such shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs. **Broker compensation is not set by law and compensation rates are fully negotiable.**

11. Default. Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies, rights and/or obligations as a defense in the event of a dispute.

12. Non-Assignability. This Purchase and Sale Agreement shall not be assignable by the Buyer without prior written consent by the Seller.

13. Other Provisions.

A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and approved assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or approved assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller, or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. Any approved assignee shall fulfill all the terms and conditions of this Agreement. The parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final offer. The foregoing time and date shall be referred to for convenience as the Binding Agreement Date for purposes of establishing performance deadlines.

B. Survival Clause. Any provision contained herein, which by its nature and effect is required to be performed after Closing shall survive the Closing and delivery of the deed, and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter.

C. Governing Law and Venue. This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.

D. Time of Essence. Time is of the essence in this Agreement.

E. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline, other than the Closing Date (as defined herein), Date of Possession (as defined herein), and Offer Expiration Date (as defined in Time Limit of Offer Section), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day.** Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103. In calculating any

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time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).

F. Responsibility to Cooperate. Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they shall correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

G. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5) Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or the Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

H. Risk of Loss. The risk of hazard or casualty loss or damage to the Property shall be borne by Seller until transfer of title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this Agreement with a refund of Earnest Money/Trust Money to Buyer.

I. Equal Housing. This Property is being sold without regard to race, creed, color, sex, religion, handicap, familial status, or national origin.

J. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the event that the contract fails due to the severed provisions, then the offending language shall be amended to be in conformity with state and federal law.

K. Alternative Dispute Resolution. In the event the parties elect to utilize Alternative Dispute Resolution, incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).

L. Contract Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

M. Section Headings. The Section Headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or limit the scope of any Section.

14. Method of Execution. The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law shall be acceptable and may be treated as originals and that the final Lot/Land Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal law.

15. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement:

16. Special Stipulations. The following Special Stipulations, if conflicting with any preceding section, shall control:

This form is copyrighted and may only be used in real estate transactions in which **Nancy L. Platt** is involved as a Tennessee REALTORS® authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615-321-1477.



17. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by 5:00 o'clock ☐ a.m./ ☐ p.m. on the 29th day of August, 2025.

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this Agreement. Any blank herein that is not otherwise completed shall be deemed to be zero or not applicable.

WIRE FRAUD WARNING: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct. **NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.**

BY AFFIXING YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND UNDERSTAND ALL TERMS OF THIS AGREEMENT.

I hereby accept this offer. Habitat for Humanity Williamson-Maury by Kim Randell, CEO	
 BUYER	BUYER
<u>08/28/2025</u> at <u>10:29 AM</u> o'clock ☐ am/ ☐ pm	<u>08/28/2025</u> at _____ o'clock ☐ am/ ☐ pm
Offer Date	Offer Date

Seller hereby: ☐ ACCEPTS – accepts this offer. ☐ COUNTERS – accepts this offer subject to the attached Counter Offer(s). ☐ REJECTS – rejects this offer and makes no counter offer.	
<u>SELLER Alex Higginson-Rollins</u> _____ _____ at _____ o'clock ☐ am/ ☐ pm Date	<u>SELLER</u> _____ _____ at _____ o'clock ☐ am/ ☐ pm Date

Acknowledgement of Receipt. _____ hereby acknowledges receipt of the final accepted offer on _____ at _____ o'clock ☐ am/ ☐ pm, and this shall be referred to as the Binding Agreement Date for purposes of establishing performance deadlines as set forth in the Agreement.

For Information Purposes Only:

Listing Company: Benchmark Realty, LLC
 Listing Firm Address: 318 Seaboard Lane, Suite 112
 Firm License No.: 263198
 Firm Telephone No.: _____
 Listing Licensee: Nancy L. Platt
 Licensee License Number: 318144
 Licensee Email: nancyplatt@gmail.com
 Licensee Cellphone No.: 926-801-8144
 Home Owner's / Condominium Association ("HOA/COA") / Property Management Company: _____

Selling Company: Benchmark Realty, LLC
 Selling Firm Address: 318 Seaboard Lane, Suite 112
 Firm License No.: 263198
 Firm Telephone No.: 615-371-1544
 Selling Licensee: Nancy L. Platt
 Licensee License Number: 318144
 Licensee Email: nancyplatt@gmail.com
 Licensee Cellphone No.: 916-801-8144

Phone: _____

Email: _____

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

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File #: 21-01229

DATE: October 1, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

*Consideration Of Procurement Award To Polydyne Inc. Of Riceboro, Georgia In The Total Amount Of \$172,273.59 Per Year For Sludge Polymer For Wastewater Sludge Dewatering For The Water Reclamation Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2025-015; \$160,000.00 For Pre-polymer And \$300,000 For Post-polymer Budgeted In 431-83220-52213 For Fiscal Year 2026; Contract No. 2025-0322)

PURPOSE:

The purpose of this procurement is to purchase the supply and delivery of sludge polymer for wastewater sludge dewatering. This chemical product is necessary and would be used for the routine operation of the City's Water Reclamation Facility.

BACKGROUND/STAFF COMMENTS:

The City published on May 1, 2025 a Notice to Bidders in the *Williamson Herald* for supply and delivery of sludge polymer for wastewater sludge dewatering for a term of award. In addition, bid documents were sent on May 5, 2025 directly to ninety-nine (99) potential bidders known or thought to be interested in this solicitation. Bids from two (2) suppliers were publicly opened at the bid opening held on June 26, 2025. A tabulation of the bids received for this solicitation is attached.

FINANCIAL IMPACT:

The lowest priced responsive bid by a responsible bidder was submitted by Polydyne Inc. of Riceboro, Georgia. This bid was identified because it is the lowest bid submitted by a responsible bidder that meets or exceeds the City's intention as expressed and implied by the City's specifications as well as the instructions, terms and conditions pertaining to this procurement solicitation. Based on the estimated quantity of tons of finished sludge per year, the value of the Polydyne bid is \$172,273.59 per year. The term of award is for three (3) years with two (2) options to extend for an additional year. The Water Management Department Water Reclamation Division budget for fiscal year 2026 allocates \$160,000.00 for pre-polymer and \$300,000 for post-polymer out of the Wastewater Operating Fund for the purchase of chemicals and lab supplies.

RECOMMENDATION:

Staff recommends that the City accept, contingent upon Law Department and City Administrator approval of City Contract No. 2025-0322, the apparent lowest best bid, from by Polydyne Inc. of Riceboro, Georgia, in the total estimated amount of \$172,273.59 for the supply and delivery of sludge polymer for wastewater sludge dewatering based on the estimated quantity of tons of finished sludge per year, and award this procurement to this bidder. The City's Purchasing Manager believes the prepared solicitation documents as distributed allowed for competition among multiple service providers, and that the staff recommendation appears to be made in a fair and impartial manner based upon the proposals received. Pursuant to authority previously granted by the Board of Mayor and Aldermen, Contract No. 2025-0322 has been prepared for execution by the City Administrator pending approval by the Board of Mayor and Aldermen of the staff recommendation to accept the bid from and award the procurement to Polydyne Inc.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2025-0322)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Polydyne Inc. ("SUPPLIER") of Riceboro, Georgia, who mutually agree as follows:

1. CITY issued (a) on May 5, 2025 Purchasing Office Solicitation No. 2025-015, a procurement solicitation for bids for supply and delivery of sludge polymer for wastewater sludge dewatering for a term of award, and (b) on June 10, 2025 Addendum No. 1 to Purchasing Office Solicitation No. 2025-015, and (c) on June 11, 2025 Addendum No. 2 to Purchasing Office Solicitation No. 2025-015 (collectively, "SOLICITATION").
2. In response to SOLICITATION, SUPPLIER submitted a bid dated June 25, 2025 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. SUPPLIER included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with SUPPLIER's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. SUPPLIER has, subsequent to SUBMITTAL, also submitted a Certificate of Liability Insurance ("CERTIFICATE OF INSURANCE"), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY's Insurance Requirements as included in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires either before the expiration of any term of award described below, including any extensions thereto, or before the supply and delivery by SUPPLIER and the acceptance by CITY of all of the products and/or services ordered from SUPPLIER, pursuant to this AGREEMENT, then SUPPLIER shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that either indicates or collectively indicate the new date(s) of insurance coverage expiration and that either (a) meets or exceeds or (b) collectively meet or exceed CITY's Insurance Requirements as included in SOLICITATION.
6. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled either before the expiration of any term of award described below, including any extensions thereto, or before the supply and delivery by SUPPLIER and the acceptance by CITY of all of the products and/or services ordered from SUPPLIER, pursuant to this AGREEMENT, then SUPPLIER shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
7. SUPPLIER agrees to impose CITY's Insurance Requirements as included in SOLICITATION upon any subcontractors it utilizes for this procurement. Except as may be approved and authorized by CITY in advance of any subcontractor commencing work for this award, SUPPLIER may not subcontract any service component of the award except as is indicated in SUBMITTAL.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2025-0322)

8. SUPPLIER has, subsequent to SUBMITTAL, also submitted CITY's Indemnification Agreement, executed for SUPPLIER ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
9. CITY awarded on November 25, 2025 to SUPPLIER the purchase of supply and delivery of sludge polymer for wastewater sludge dewatering for a term of award pursuant to SOLICITATION and SUBMITTAL.
10. Products shall be delivered by SUPPLIER to the satisfaction of CITY within fifteen (15) City business days after receipt of order unless a later delivery has been authorized in writing by CITY. Failure by SUPPLIER to meet this delivery schedule shall constitute grounds for CITY to cancel order and/or consider SUPPLIER to be in breach of contract.
11. The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the effective date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and SUPPLIER may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager or CITY's Procurement Officer IV, after consultation with CITY's Director of Water Management, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; (d) that if SUPPLIER chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at CITY's discretion, CITY and SUPPLIER may negotiate an additional extension beyond such expiration. Note that CITY and SUPPLIER each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20____.

For SUPPLIER:



(signature of SUPPLIER's authorized representative)

Boyd Stanley

TITLE: Sr. Vice-President

For CITY:

(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

J. Blake Harper, Assistant City Attorney

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2025-0322)

Attachment No. 1

Excerpts from SUBMITTAL



2025-015 Addendum 2

Polydyne Inc.

Supplier Response

Event Information

Number: 2025-015 Addendum 2
Title: supply and delivery of sludge polymer for wastewater sludge dewatering
Type: Invitation to Bid
Issue Date: 5/5/2025
Deadline: 6/26/2025 02:00 PM (CT)
Notes: NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, is receiving sealed written bids until 2:00 p.m. Central Time on June 26, 2025, at which time they will be publicly unsealed, for the following procurement: supply and delivery of sludge polymer for wastewater sludge dewatering (Solicitation No. 2025-015). Bids must be prepared and submitted in accordance with the City's specifications and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<https://www.franklin.tn.gov/>) or by contacting City Purchasing (purchasing@franklin.tn.gov; 615-550-6692). Per T.C.A. § 12-4-116, potential bidders are not required to receive or respond to this procurement solicitation electronically. The City reserves the right to reject any and all bids, and to waive minor informalities.

Contact Information

Contact: City of Franklin Purchasing Office
Address: Purchasing
Franklin City Hall
109 Third Avenue South

Franklin, TN 37064
Phone: US (615) 550 x6692
Email: purchasing@franklin.tn.gov

Polydyne Inc. Information

Contact: Boyd Stanley
Address: 1 Chemical Plant Road
Riceboro, GA 31323
Phone: (800) 848-7659 x2
Email: bids@polydyneinc.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Boyd Stanley, Sr. Vice-President
Signature

bids@polydyneinc.com
Email

Submitted at 6/25/2025 04:21:30 PM (CT)

Requested Attachments

Appendix A

FranklinTN_Cost Sheet.xlsx

Appendix A ("Polymer Calculation Sheet"), completed by the bidder

Description of not only the bid services to be rendered but also any goods, products, items, software and/or hardware included in the bid

No response

Please upload a document here if additional space was needed in the bid attributes tab.

Identification, listing and description of any exceptions to the procurement solicitation including the Specifications.

No response

Please upload a document here titled "Exceptions" if additional space was needed in the bid attributes tab.

Standard Procurement Terms and Conditions

StandardProcurementTermsAndConditions.pdf

Please upload the City of Franklin Standard Procurement Terms and Conditions, with the bidder's contact information inserted.

Bidder's proposed agreement or contract

No response

Please upload bidder's proposed agreement or contract, if any, the terms and conditions of which are not inconsistent with the City's Standard Procurement Terms and Conditions

City of Franklin Affidavit of Non-Collusion

AffidavitNonCollusion.pdf

Please upload the City of Franklin Affidavit of Non-Collusion, executed in full.

Affidavit of Title VI Compliance

FranklinTN_TitleVICompliance.pdf

Please upload the City of Franklin Affidavit of Title VI Compliance, executed in full.

Affidavit of Drug-Free Workplace

DrugFreeWorkplace.pdf

Please upload the City of Franklin Affidavit of Drug-Free Workplace, executed in full.

Description of any warranty included in the bid

Warranty_FranklinTN.pdf

Please upload a description of any warranty included in the bid if additional space was needed in the attributes tab.

Response Attachments

PolydyneInc_BidSubmittal_FranklinTN_2025.pdf

Polydyne Inc. complete bid submittal for Franklin TN

Bid Attributes

1	Bid Submittal Form The information entered under the Attributes tab and Line Items tab sections together make up the Bid Submittal Form.
2	Bidder's name, street address, and mailing address (if different) Enter the bidder's name, street address, and mailing address (if different). Polydyne Inc. One Chemical Plant Road Riceboro, GA 31323
3	Bidder's contact person's name, title, telephone number and e-mail address: Enter the bidder's contact person's name, title, telephone number and e-mail address. Boyd Stanley, Sr. Vice-President. (800) 848-7659 Option 2. bids@polydyneinc.com
4	Description of not only any bid services to be rendered but also any goods, products, items, software and/or hardware included in the bid. Please enter a description of any bid services to be rendered and any goods, products, items, software and/or hardware included in the bid. If additional space is needed, upload a separate document on the response attachments tab. Supply and delivery of CLARIFLOC CE-2523
5	Description of any warranty included in the bid Please describe any warranty included in the bid, If additional space is needed, upload a separate document title "Warranty" on the response attachments tab. Please see attached Warranty sheet.
6	Specifications Acknowledgement Does the bidder take any exceptions to the City's procurement solicitation? Yes
7	Specification Exceptions - List any exceptions taken to the City's procurement solicitation. Exceptions must be listed separately, described, and compared to the City's intention as expressed and implied by the City's solicitation documents. If additional space is required, upload a separate document with the title "Exceptions" on the response attachments tab. - If no exceptions are taken, enter "NONE TAKEN". NONE TAKEN
8	Manufacturer of bid polymer: Polydyne Inc.
9	Product name of bid polymer: CLARIFLOC CE-2523
10	Bid polymer manufacturer's URL for the current safety data sheet (SDS) for the bid polymer: Polydyneinc.com Also, please find attached for your records the SDS for CLARIFLOC CE-2523.

1 1	City's preferred delivery terms Are the City's preferred delivery terms (FOB destination, freight prepaid and allowed) acceptable to bidder? Yes
1 2	Bidder's requested delivery terms If the bidder answered "No" to the City's preferred delivery terms (FOB destination, freight prepaid and allowed), enter the bidder's requested delivery terms. No response
1 3	City's preferred payment terms Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder? Yes
1 4	Bidder's requested payment terms If the bidder answered "No" to the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later), enter the bidder's requested payment terms. Net 30 Days
1 5	Estimated duration between receipt of order and delivery of bid polymer (not to exceed fifteen (15) City business days): Deliveries to be made within _____ City business days after receipt of order from the City. 15
1 6	Last date bid and pricing is valid and may be accepted by the City Enter last date (no sooner than September 30, 2025) that bid and associated pricing is valid and may be accepted by the City. 6/26/2026
1 7	Method of payment The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method the bidder would prefer? ACH or Electronic Funds Transfer
1 8	Signature of first subscription and affirmation of bidder's authorized representative By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106. This constitutes as your electronic signature. (If submitting by hard copy, sign the paper copy.) Mark Schlag, Asst.-Secretary

19	Signature of second subscription and affirmation of bidder's authorized representative Except for any contract resulting from the submittal of this bid with a total potential value of less than \$250,000, by submission of this bid, each bidder, except those with fewer than ten employees, and each person signing on behalf of any such bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that, to the best of its knowledge and belief, such bidder is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel. This constitutes as your electronic signature. (If submitting by hard copy, sign the paper copy.) Boyd Stanley Sr.Vice-President
20	Signature bidder's authorized representative I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith. This constitutes as your electronic signature. (If submitting by hard copy, sign the paper copy.) Boyd Stanley
21	Title of bidder's authorized representative Enter the title of bidder's authorized representative. Sr. Vice-President
22	Contact information for required references Bidders shall provide references for similar services provided within the last twelve months from three (3) different accounts/customers/clients. Information to be provided shall include: accounts/customer/client name, accounts/customer/client address, description of services provided, contact name and title, and contact telephone number and e-mail address. If the City of Franklin is a recent accounts/customer/client of the bidder for similar services, then add the City of Franklin to the list of references as a fourth reference. If additional space is needed, you may upload a document under the Response Attachments tab titled "References".
23	Reference #1 Enter contact information for reference #1. Fairfax Water, 1295 Fred Morin Road, Herndinm, VA 20170. Michee Simnari, (571) 286-9523, msiminari@fairfaxwater.org
24	Reference #2 Enter contact information for reference #2. New Orleans Sewerage and Water Board, 8800 South Clairborne Street, New Orleans, LA 70165. Chad Lovie, (504) 865-0405, lavoie@swbno.org
25	Reference #3 Enter contact information for reference #3. Mahoning Valley Sanitary District. 1362 Salt SPrings Road, Mineral Ridge, OH 44440. Jon Jamison (330) 652-3614, jon.jamison@meanderwater.oh.gov
26	Reference #4 Enter contact information for reference #4. City of Tulsa, Mohawk Water Treatment Plant, 3000 East Mohawk Boulevard, Tulsa, OK 74115. Blake SHepherd, (918) 519-4047, bshepherd@cityoftulsa.org

27	Reference #5 Enter contact information for reference #5. Salt Lake City - Big Cottonwood Water Treatment Plant, 4101 East Big Cottonwood Canyon Road, Salt Lake UT 8412. Mike Gill, (801) 943-1008
28	Acknowledgement of Q&A distributed 6/10/25 ☒ Acknowledgement of Q&A distributed 6/10/25
29	Addendum #1 acknowledgement distributed 6/10/25 ☒ Addendum #1 acknowledgement distributed 6/10/25
30	Attribute deleted as part of an Addendum
31	Addendum #2 acknowledgement distributed 6/11/25 ☒ Addendum #2 acknowledgement distributed 6/11/25
32	Attribute deleted as part of an Addendum

Bid Lines

1	Total all-inclusive quoted bid price for supply, delivery and unloading or offloading of the bid polymer, and removal of any sludge polymer totes identified by the City as ready for removal, per U.S. pound of bid polymer (should match "Polymer Cost/Pound" as listed in Appendix A): Price: \$1.27 Total: \$1.27 Item Notes: quote \$_____per U.S. pound
2	Quantity of bid polymer necessary for the City to achieve the City's wastewater sludge dewatering target <u>after being processed through the pre-dewatering centrifuges but before post-dewatering through the Huber screw presses</u> (minimum of <u>16%</u> solids) per U.S. ton of dewatered sludge[1] (should match "lbs. of polymer per dry ton of sludge" as listed in Appendix A): [1] As determined by pre-bid pre- and post-dewatering bench testing and pre-bid pre- and post-dewatering solids process testing conducted at the City's Water Reclamation Facility. <i>(Line excluded from response total)</i> pounds: \$21.20 Total: \$21.20 Item Notes: quote pounds per U.S. ton Supplier Notes: CLARIFLOC CE-2523
3	Quantity of bid polymer necessary for the City to achieve the City's wastewater sludge dewatering target <u>after post-dewatering through the Huber screw presses</u> (minimum of <u>25%</u> solids) per U.S. ton of dewatered sludge1 (should match "lbs. of polymer per dry ton of sludge" as listed in Appendix A): [1] As determined by pre-bid pre- and post-dewatering bench testing and pre-bid pre- and post-dewatering solids process testing conducted at the City's Water Reclamation Facility. <i>(Line excluded from response total)</i> Pounds: \$65.38 Total: \$65.38 Item Notes: quote pounds per U.S. ton

4	Total all-inclusive quoted bid price for supply, delivery and unloading or offloading of the bid polymer, and removal of any sludge polymer totes identified by the City as ready for removal, per U.S. ton of dewatered sludge (should match “Dollars/Dry Ton” as listed in Appendix A): Price: \$169,560.62 Total: \$169,560.62 Item Notes: quote \$_____per U.S. ton
---	--

Response Total: \$169,561.89

WARRANTY

Polydyne Inc. guarantees that the chemicals it proposes to furnish shall be of the highest quality and shall meet or exceed the intent of the specifications free from defects in material and workmanship. Polydyne Inc. is dedicated to providing our customers with quality material on a timely basis. Additionally, Polydyne Inc. warrants all goods and services offered under this bid to be readily available from the date of award through all mutually agreed upon option periods and further guarantees replacement of defective materials during said periods in conjunction with the statements of the Product Bulletin and Safety Data Sheets.

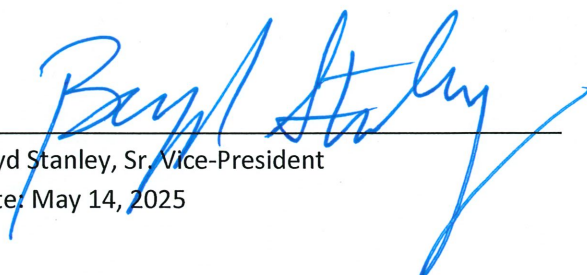
If there are questions at any time about Polydyne Inc. products or if technical service is required, please contact one of Polydyne Inc.'s representatives listed below.

Dave Hordesky, Sr. Technical Sales Representative
Cellular Phone: (314) 378-8800
Email: dhordesky@polydyneinc.com

Rick Johnson Regional Sales Manager
Cellular Phone: (281) 630-4591
Email: tterry@polydyneinc.com

Customer Service:
Amanda Surla, Customer Service Representative
PH: (800) 848-7659 Extension 8702
Email: asurla@snf.com
Monday – Friday, 8:00 a.m. – 5:00 p.m., E.S.T.

Bids & Contracts Department:
Randal Vickery, Bid Coordinator
PH: (800) 848-7659 Extension 2
Fax: (912) 880-2078
Email: bids@polydyneinc.com



Boyd Stanley, Sr. Vice-President
Date: May 14, 2025

Appendix A to Bid Submittal Form for City of Franklin, TN Procurement Solicitation No. 2025-015

DATE:	6/3/2025											
LOCATION	Franklin Water reclamation Facility											
SLUDGE PROCESSED	Post -THP & Digestion											
DEWATERING PROCES	Screw Press	Daily										
DT/YR PROCESSED	1,416.20	3.88										
TESTER	Taylor Hopkins - Franklin, TN											
	D. Hordesky - SNF Polydyne											
	M. Ortiz - SNF Polydyne											
	J. Velezza - SNF Polydyne											
Polymer Name Tried	Clarifloc CE-2523											
Polymer Specific Gravity												
Polymer Weight/Gallon	8.60											
Polymer Cost/Pound	\$1.27											
TIME	SLUDGE FLOW (GPM)*	POLYMER FLOW(GPM)**	SLUDGE FLOW (GALLONS PER HOUR)	POLYMER FLOW (GALLONS PER HOUR)	Dry lbs of sludge/Hr	Dry Tons of sludge/Hr	Lbs of polymer per hour	lbs of polymer per dry ton of sludge	Dollars/Dry Ton	Concentrated Feed Sludge Percentage %**	DeWatered Sludge %	Net Polymer Cost per year
13:34	35	0.02	2100	1.13	288.981	0.14449	9.45	65.38	\$83.03	1.65%	26.21	\$117,588.68

Appendix A to Bid Submittal Form for City of Franklin, TN Procurement Solicitation No. 2025-015

DATE:	6/4/2025											
LOCATION	Franklin Water reclamation Facility											
SLUDGE PROCESSED	Pre -THP & Digestion											
DEWATERING PROCESS TYPE	Centrifuge	Daily										
DT/YR PROCESSED	2,029.40	5.56										
TESTER	Taylor Hopkins - Franklin, TN											
	D. Hordesky - SNF Polydyne											
	M. Ortiz - SNF Polydyne											
	J. Velezza - SNF Polydyne											
Polymer Name Tried	Clarifloc CE-2523											
Polymer Specific Gravity												
Polymer Weight/Gallon	8.60											
Polymer Cost/Pound	\$1.27											
TIME	SLUDGE FLOW (GPM)*	POLYMER FLOW(GPM)**	SLUDGE FLOW (GALLONS PER HOUR)	POLYMER FLOW (GALLONS PER HOUR)	Dry lbs of sludge/Hr	Dry Tons of sludge/Hr	Lbs of polymer per hour	lbs of polymer per dry ton of sludge	Dollars/Dry Ton	Concentrated Feed Sludge Percentage %**	DeWatered Sludge %	Net Polymer Cost per year
12:19	150	0.10	9000	0.75	607.986	0.30399	6.45	21.2	\$26.95	0.81%	16.16	\$54,684.91

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Georgia)
) SS
County of Liberty)

Affiant, Boyd Stanley, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Sr. Vice-President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Polydyne Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Boyd Stanley Sr. Vice President
(signature of Affiant) Boyd Stanley (title of Affiant)

Sworn and subscribed to before me this 14th day of May, 2025

Rebecca Beasley
(Notary Public) My Commission Expires: December 17, 2026

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2025-015)

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Georgia)
) SS
County of Liberty)

Affiant, Boyd Stanley, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Sr. Vice President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Polydyne Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

OPTION 1 (mark here

3. The Bidder or Proposer entity employs five (5) or more employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and

OPTION 2 (mark here

6. The Bidder or Proposer entity employs fewer than five (5) employees;

AND:

7. This Affidavit is made on personal knowledge.

Boyd Stanley Sr. Vice President
(signature of Affiant) Boyd Stanley (title of Affiant)

Sworn and subscribed to before me this 14th day of May, 2025
Rebecca Beasley My Commission Expires: December 17, 2026
(Notary Public)



Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Georgia)
) SS
County of Liberty)

Affiant, Boyd Stanley, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Sr. Vice President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Polydyne Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

Boyd Stanley
(signature of Affiant) Boyd Stanley

Sr. Vice President
(title of Affiant)

Sworn and subscribed to before me this 14th day of May, 2025

Rebecca Beasley
(Notary Public)

My Commission Expires: December 17, 2026



CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2025-0322)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party.
2. Successors. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
3. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply.
4. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to Vendor's performance of all provisions of the contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply.
5. Taxes. As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. Upon request, City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
6. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2025-015

Franklin City Hall

109 3rd Ave. South

Franklin, TN 37064

E-mail: purchasing@franklintn.gov

In the case of Vendor:

Polydyne Inc.

attn: Boyd Stanley, Sr. Vice-President

One Chemical Plant Road

Riceboro, GA 31323

bids@polydyneinc.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

7. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) City's failure to disclose such documents or information required to be disclosed by law, or (ii) City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that City impleads Vendor and Vendor assumes control over that claim.
8. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
9. Arbitration/Mediation. Neither arbitration nor mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply. Neither arbitration nor mediation shall be binding.
10. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
11. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
12. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

13. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will, to the extent of such conflict, take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions pursuant to the “Amendment” section below.
14. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, City of Franklin and individual, on or off duty, officers, and employees of City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys’ fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of City of Franklin.
15. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
16. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state’s choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
17. Termination. Unless City has indicated otherwise in the contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days’ notice to the other. Upon termination by Vendor, City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by City, Vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, City shall maintain ownership and control of any goods and equipment

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

18. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under the “Severability” section above, and may also have such other remedies as it may be entitled to in law or in equity.
19. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, then City (i) may cancel the contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from Vendor that submitted the next lowest and best responsive and responsible bid, or Vendor that submitted the next best proposal, if that Vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to City in compliance with its then current purchasing policy; and (iv) may hold the defaulting Vendor liable for all damages provided by law, including cost of cover.
20. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions.
21. Amendment. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section title and signed by an authorized representative of each party.
22. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2025-0322)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
1/3/2025	EPIC Insurance Brokers & Consultants 1140 Avenue of the Americas - 8th Floor New York, NY 10036 andrea.kim@epicbro kers.com	Not provided	City of Franklin 109 3rd Ave. South Franklin, TN 37064	Commercial General Liability	12/31/2025
				Automobile Liability	
				Workers Compensation and Employers' Liability	
				Environmental liability including bodily injury, property damage, legal expenses, and clean-up costs related to the pollution liability exposure associated with the transport of chemical products	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Brokers & Consultants 1140 Avenue of the Americas – 8 th Floor New York, NY 10036	CONTACT Andrea Kim NAME: PHONE 212.293-6203 (A/C, No, Ext): E-MAIL andrea.kim@epicbrokers.com ADDRESS: FAX 212.488.0220 (A/C, No):														
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY</td><td>25445</td></tr><tr><td>INSURER B: HARTFORD FIRE INSURANCE COMPANY</td><td>19682</td></tr><tr><td>INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY</td><td>22357</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY	25445	INSURER B: HARTFORD FIRE INSURANCE COMPANY	19682	INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY	22357	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY	22357														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		IEPICB5ZF005	12/31/2024	12/31/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	Y		10ABR30602	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTIONS\$			IEELCASB5ZFD005	12/31/2024	12/31/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A		10WNR30600	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	☐ POLLUTION LIABILITY	Y		IEPICB5ZF005	12/31/2024	12/31/2025	LIMIT: \$1,000,000 DEDUCTIBLE; \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Solicitation No. 2019-003 - City of Franklin is included as Additional Insured according to the terms as required by contract, as respects to liability arising out of the operations of the Named Insured, as their interest may appear and subject to the policy terms conditions and exclusions.
30 DAY CANCELLATION CLAUSE INCLUDED

EXCESS LIABILITY POLICY PROVIDES ADDITIONAL EXCESS LIMITS OVER THE PRIMARY \$1M POLLUTION LIABILITY POLICY.

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

14

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 25

Policy Number: IEPICB5ZFB005
Insured Name: SNF Holding Company

Effective Date of Endorsement: December 31, 2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED ENTITY – WAIVER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

In consideration of the premium paid, the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Designated Person(s) Or Organization(s)
Blanket where required by written contract

SECTION IV – CONDITIONS, Paragraph 22. Transfer of Rights of Recovery Against Others to Us, is amended to include the following as respects the designated person(s) or organization(s) indicated in the Schedule above:

In the event of any payment under this policy, we waive our right of recovery against the person(s) or organization(s) indicated in the Schedule above and with whom the insured has waived its right of recovery.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2025-0322)

Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

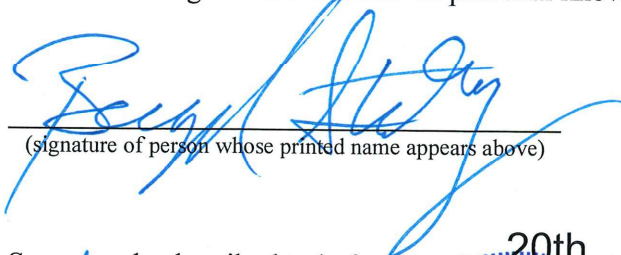
State of GEORGIA)
County of LIBERTY) SS

On behalf of Bidder/Proposer, BOYD STANLEY agrees that:
(printed name of person signing Agreement)

1. He or she is the SR. VICE-PRESIDENT of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
POLYDYNE INC.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

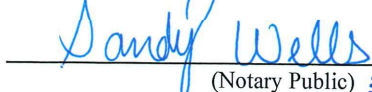
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

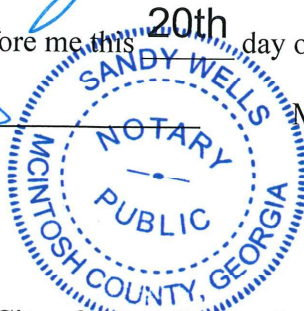

(signature of person whose printed name appears above)

SR. VICE-PRESIDENT

(title of person whose printed name appears above)

Sworn and subscribed to before me this 20th day of AUGUST, 2025


(Notary Public)



My Commission Expires:

SANDY WELLS
NOTARY PUBLIC
McIntosh County
State of Georgia
My Comm. Expires 1/16/2029

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2025-015)

Form revised 12/12/2016

Tabulation of results from bid opening for City of Franklin, TN Procurement Solicitation No. 2025-015*

Event Number	2025-015		Organization	City of Franklin, TN eBid
Event Title	supply and delivery of sludge polymer for wastewater sludge dewatering		Workgroup	Purchasing
Event Description	supply and delivery of sludge polymer for wastewater sludge dewatering		Event Owner	Suzanne Ward
Event Type	ITB		Email	suzanne.ward@franklintn.gov
Issue Date	5/5/2025 04:35:42 PM (CT)		Phone	615-550-6698
Close Date	6/26/2025 02:00:00 PM (CT)		Fax	n/a
Responding Supplier	City	State	Response Submitted	Lines Responded
CedarChem, LLC	CEDARTOWN	GA	6/26/2025 01:45:13 PM (CT)	4
Polydyne Inc.	Riceboro	GA	6/25/2025 04:21:30 PM (CT)	4

Tabulation of results from bid opening for City of Franklin, TN Procurement Solicitation No. 2025-015*

		CedarChem, LLC	Polydyne Inc.
		Total Price	Total Price
Line #	Description	Unit	Unit
1	Total all-inclusive quoted bid price for supply, delivery and unloading or offloading of the bid polymer, and removal of any sludge polymer totes identified by the City as ready for removal, per U.S. pound of bid polymer (should match "Polymer Cost/Pound" as listed in Appendix A):	\$1.40	\$1.27
2	Quantity of bid polymer necessary for the City to achieve the City's wastewater sludge dewatering target after being processed through the pre-dewatering centrifuges but before post-dewatering through the Huber screw presses (minimum of 16% solids) per U.S. ton of dewatered sludge[1] (should match "lbs. of polymer per dry ton of sludge" as listed in Appendix A): [1] As determined by pre-bid pre- and post-dewatering bench testing and pre-bid pre- and post-dewatering solids process testing conducted at the City's Water Reclamation Facility.	25.64	21.20
3	Quantity of bid polymer necessary for the City to achieve the City's wastewater sludge dewatering target after post-dewatering through the Huber screw presses (minimum of 25% solids) per U.S. ton of dewatered sludge1 (should match "lbs. of polymer per dry ton of sludge" as listed in Appendix A):[1] As determined by pre-bid pre- and post-dewatering bench testing and pre-bid pre- and post-dewatering solids process testing conducted at the City's Water Reclamation Facility.	127.89	65.38
4	Total all-inclusive quoted bid price for supply, delivery and unloading or offloading of the bid polymer, and removal of any sludge polymer totes identified by the City as ready for removal, per U.S. ton of dewatered sludge (should match "Dollars/Dry Ton" as listed in Appendix A):	\$414,191.87	\$172,273.59



File #: 21-01101

DATE: September 4, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks & Recreation
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2025-0125, With Toll Southeast LP Company, Inc. For Parkland Impact Fee And Construction Agreement For Magnolia Green

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to the Parkland Impact Fee and Construction Agreement for Magnolia Green.

BACKGROUND/STAFF COMMENTS:

The purpose of the Agreement was for the Parkland Impact Fee and Construction Agreement for Magnolia Green for 59 dwelling units. The parties desire to amend the agreement to reduce the number of dwelling units to 57 new dwelling units with 2 existing.

FINANCIAL IMPACT:

The new Parkland Impact Fee is Two Hundred Forty Five Thousand Three Hundred Twenty-Eight and No/100 Dollars (\$245,328.00).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2025-0125.

**AMENDMENT NO. 1 TO PARKLAND IMPACT FEE &
CONSTRUCTION AGREEMENT FOR MAGNOLIA GREEN**

COF CONTRACT NO. 2025-0125

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and TOLL SOUTHEAST LP COMPANY, INC. as of this _____ day of _____, 20____.

RECITALS:

WHEREAS, the City and Toll Southeast LP Company, Inc. entered into an agreement (COF Contract No. 2025-0125) dated August 18, 2025 (the “Agreement”); and

WHEREAS, the purpose of the Agreement was for the Parkland Impact Fee and Construction Agreement for Magnolia Green; and

WHEREAS, the parties desire to amend the Agreement to reduce the number of dwelling units from fifty-nine (59) dwelling units to fifty-seven (57) new dwelling units with 2 existing; and

WHEREAS, the Parkland Impact Fee will be reduced from Two Hundred Fifty-Three Thousand Nine Hundred Thirty-Six and No/100 Dollars (\$253,936.00) to Two Hundred Forty-Five Thousand Three Hundred Twenty-Eight and No/100 Dollars (\$245,328.00); and

WHEREAS, the City and Toll Southeast LP Company, Inc. desire to amend the Agreement as set forth herein.

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

1. The Agreement is hereby amended and restated as follows:
2. The Agreement is hereby amended to reduce the number of dwelling units to from fifty-nine (59) dwelling units to fifty-seven (57) new dwelling units with 2 existing and the new Parkland Impact Fee is Two Hundred Forty-Five Thousand Three Hundred Twenty-Eight and No/100 Dollars (\$245,328.00).
3. Waiver. Neither party’s failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
4. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

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

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

8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

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

10. All other provisions of the Agreement, dated August 18, 2025 are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____

Angie Skarp, City Recorder

Date: _____

APPROVED AS TO FORM BY:

J. Blake Harper, Assistant City Attorney

TOLL SOUTHEAST LP COMPANY, INC.:

By:  JORDAN HARTIGAN
Title: DIVISION PRESIDENT
Date: 9/17/25



File #: 21-01033

DATE: September 23, 2025
TO: Board of Mayor and Aldermen
FROM: Kristine Brock, Asst. City Administrator/CFO
Kevin Townsel, Director of Human Resources

SUBJECT:

Consideration Of Resolution 2025-73, A Resolution To Amend Certain Provisions Of Resolution 2018-65 Establishing Defined Contribution Retirement Plans Effective January 1, 2019, For Employees Hired On Or After January 1, 2017
Pension 8/25/25, 7-0

PURPOSE:

The purpose of this memorandum is to provide information to the Pension Committee concerning Res 2025-73, a resolution to amend certain provisions of Res 2018-65 establishing defined contribution retirement plans effective January 1, 2019, for employees hired on or after January 1, 2017.

BACKGROUND/STAFF COMMENTS:

Effective December 31, 2016, the Board of Mayor and Aldermen closed the City's single employer defined benefit pension plan to new hires. Beginning on January 1, 2017, full time employees hired thereafter by the City were required to become members of the State of Tennessee Consolidated Retirement System ("TCRS") Legacy Defined Benefit Pension Plan.

On October 9, 2018, the Board of Mayor and Aldermen adopted Res 2018-65 to establish two new Defined Contribution Retirement Plans for employees that are TCRS members. The 457(b) account was intended for employee contributions of a maximum of 2% of pay while the 401(a) account is a dollar for dollar matching program funded by the employer (the City). TCRS members are eligible for the matching program at the two-year anniversary of service.

As of August 2025, approximately 35% of eligible employees are participating in the voluntary match program. In FY 2025, the employer expense was \$132,410.

Staff has been observing participating rates of the 2017 Defined Contribution Retirement plans and recommends two changes for the purposes of increasing voluntary participation. Two proposed changes to the 2017 Defined Contribution Retirement plans are:

1. Remove the two-year waiting period to participate in the matching plan. New full-time employees may elect to join the program upon hire.

2. Increasing the maximum employee contribution and matching employer contribution from 2% to 3%. Participating employees will continue to have the reduced options of 1% and 2%. However, increasing the maximum dollar for dollar match to 3% may incentivize more employees to participate.

It is proposed to make the changes effective with the second pay period in January 2026. Impact in FY 2026 is not expected to exceed \$75,000.

FINANCIAL IMPACT:

The proposed changes are anticipated to be effective with the second pay period in January 2026. Impact in FY 2026 is not expected to exceed \$75,000.

If participation rates rise to 50% due to these changes, at that time, the employer contribution would be approximately \$300,000 a year higher than in FY 2025.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-73.

RESOLUTION 2025-73

A RESOLUTION MODIFYING RESOLUTION 2018-65 REGARDING VOLUNTARY DEFINED CONTRIBUTION RETIREMENT PLANS (401(A) AND 457(B)) FOR FULL TIME EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2017

WHEREAS, on October 9, 2018, the Board of Mayor and Aldermen adopted Resolution 2018-65 establishing a 457(B) and 401(A) Defined Contribution Retirement Plans for full time employees hired on or after January 1, 2017; and

WHEREAS, eligible employees, on a voluntary basis and after completing two years of service, may participate in a retirement savings program by which the city will match up to 2% of the employee's salary to a 401(A) account, provided the employee contribute the same amount to a 457(B) account; and

WHEREAS, as of August 2025, approximately 35% of eligible employees are participating in the voluntary retirement savings program, and it is the best interest of both the city and its employees for a higher percentage of employees to save for retirement earlier in their public service careers; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City to modify the two voluntary Defined Contribution Retirement Plans established for employees hired on or after January 1, 2017 as stated below.

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

Section I. Contribution Provisions of Attachment #01 of Resolution 2018-65 are amended as below:

1. The employer shall contribute to this 401A Profit Sharing Plan on behalf of each Participant 100% of the contributions made by the Participant into the 457(B) Compensation Plan for the plan year. This does not include Participant contribution exceeding 3% (increase from 2%) of gross salary. Employer contributions made on behalf of the Participants shall not exceed 3% (increase from 2%) of gross salary.
2. Participant contribution election options shall be in whole percentages as follows:
 - 0%
 - 1%
 - 2%
 - 3% (new)
3. Eligible employees may participate upon hire with the City. There is no longer a two year waiting period.

Section II. These changes shall take effect in January 2026, on a date determined by the Finance Director.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

Summary of Retirement Plan Membership August 20, 2025

- Of 773 active full-time employees, 54% are TCRS members and 46% are members of the Closed Plan.
- Open Multiple Employer Plan (TCRS)- Hired On or After 1/1/2017
 - 417 active employees
 - Of this number, 154 were hired less than 2 years ago, or 37%.
 - The current # of eligible employees participating in the voluntary Defined Contribution Matching Program is 93, or 35% of the 263 eligible.
- Closed Single Employer Plan- Hired On or Before 12/31/2016
 - 325 members of Defined Benefit Plans
 - 31 members of Defined Contribution Plan
 - Total Closed Plan Active Members- 356 active employees

Voluntary Defined Contribution Match Program for TCRS Members

Upon reaching 2 years of service, City employees who are members of the TCRS Defined Benefit Legacy Pension Plan are eligible for a dollar for dollar employer match to a 401(a) Plan of their own contributions to a 457(b) Plan up to 2% of salary.

Proposals for the Intent of Increasing Program Participation

- Remove the two-year waiting period to participate in the matching plan. New full time employees may elect to join the program upon hire.
 - Joining a voluntary program upon hire when other benefits are first offered may increase interest in participation.
- Increasing the maximum employee contribution and matching employer contribution from 2% to 3%. Participating employees will continue to have reduced options of 1% and 2%.
 - Increasing the maximum dollar for dollar match to 3% may incentive more employees to participate or increase their own retirement savings when they are able to do so.

Timeline and Estimated Financial Impact

- FY 2025 City expense was \$132,410 at 35% participation.
- Assuming participation of 50% is reached, and given FY 2026 salaries, the City's annual expense would be approximately \$370,000, an increase of \$237,590 from FY 2025.
- On 8/25/2025, the Employee Pension Committee discussed and unanimously recommended approval to the Board of Mayor and Aldermen.
- If adopted, plan changes would be implemented in January 2026.



City of Franklin

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

File #: 21-01214

DATE: September 29, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Ordinance 2025-41, An Ordinance To Amend Title 6, Chapter 1, Sec. 109 Of The Franklin Municipal Code Relative To Arrests By Police Officers

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2025-41, an ordinance to amend Title 6, Chapter 1, Sec. 109 of the Franklin Municipal Code relative to arrests by Police Officers.

BACKGROUND/STAFF COMMENTS:

The ordinance addresses a recent state law which, among other things, amends Tennessee Code Annotated Section 40-7-103(a) to permit law enforcement officers to make an arrest without a warrant when the officer has probable cause to believe a person has committed a misdemeanor, regardless of whether the offense was committed in the officer's presence. While the new law is now in effect, it requires a municipal code change because the municipal code addresses when an officer may make an arrest. Further, the Police Department General Orders will need to be amended to add this new language. General Orders are approved by the City Administrator, but a draft copy is included in this file for your review.

FINANCIAL IMPACT:

There is no financial impact to the City.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2025-41.

ORDINANCE 2025-41

**AN ORDINANCE TO AMEND TITLE 6, CHAPTER 1, SEC. 109 OF THE
FRANKLIN MUNICIPAL CODE RELATIVE TO ARRESTS BY POLICE OFFICERS**

WHEREAS, in order to promote the health, safety, human rights, prosperity, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards for arrests made by police officers employed by the City; and

WHEREAS, the City of Franklin employs police officers to make arrests when probable cause exists to believe a person has committed a felony, misdemeanor, and/or other violations prescribed by Tennessee Code Annotated; and

WHEREAS, the Tennessee Legislature has enacted Public Chapter No. 409, amending Tennessee Code Annotated, Section 40-7-103(a) to permit law enforcement officers to make an arrest without a warrant when the officer has probable cause to believe a person has committed a misdemeanor, regardless of whether the offense was committed in the officer's presence; and

WHEREAS, the Tennessee Legislature has amended Tennessee Code Annotated, Title 40, Chapter 7, on multiple occasions since the last update to Sec. 6-109 of the Franklin Municipal code, codifying the circumstances under which law enforcement officers are permitted to make arrests and/or issue misdemeanor citations without a warrant; and

WHEREAS, the City of Franklin Municipal Code should be amended to clarify when police officers may make arrests without a warrant, consistent with the circumstances prescribed in Tennessee Code Annotated, Section 40-7-103; and

WHEREAS, the City of Franklin Municipal Code should be amended to clarify when police officers may issue a citation in lieu of continued custody for certain misdemeanors, consistent with the circumstances prescribed in Tennessee Code Annotated, Section 40-7-118; and

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

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

SECTION I. Sec. 6-109 of the Franklin Municipal Code is hereby deleted in its entirety and replaced with the following:

Sec. 6-109. - When police officers to make arrests.

Unless otherwise authorized or directed by this Code or applicable law, an arrest of the person may be made by a police officer in the following cases:

- (1) Whenever the officer is in possession of a warrant for the arrest of the person.

- (2) Without a warrant, whenever an officer has probable cause to believe the person has committed a misdemeanor, felony, or violation of conditions of release on bond pursuant to the requirements of Tennessee Code Annotated, § 40-7-103.

An officer may issue a citation in lieu of continued custody to a person arrested for a misdemeanor, pursuant to the requirements of Tennessee Code Annotated, § 40-7-118. All arrests made by officers of the Franklin Police Department shall be made in accordance with the Constitution of the State of Tennessee and the Constitution of the United States.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING

PASSED SECOND READING:



FRANKLIN POLICE DEPARTMENT

GENERAL ORDER



<i>Written Directive Subject:</i> CUSTODIAL ARRESTS AND MISDEMEANOR CITATIONS	<i>Effective: 3-15-18</i> (X) New () Amends (X) Rescinds	<i>Directive Number:</i> General Order #300.08
<i>By order of ...</i> Deborah Faulkner, Chief of Police	<i>CALEA References:</i> 1.1.3 1.2.1 1.2.5 1.2.6	

I. PURPOSE

The purpose of this written directive is to establish policy and procedure for Custodial Arrests and the issuance of Misdemeanor Citations in lieu of continued custody.

II. POLICY

It shall be the policy of this department to operate in accordance with applicable Tennessee state law for the physical arrest of individuals and the issuance of citations in lieu of continued custody. Such operations will be in a manner that protects the rights of the arrestee while providing protection to the community and law enforcement. For the purposes of this written directive, Custodial Arrests (not to be mistaken for investigative detentions) are those seizures where individuals have been taken into custody for a specific charge depriving them of liberty (charged with a crime) given the totality of the circumstances. Usually they are also taken before a magistrate unless issued a misdemeanor citation in lieu of such continued custody. Custodial Arrests usually go beyond brief detaining for investigative purposes (investigatory stops). All Custodial Arrests and Misdemeanor Citations shall be conducted in accordance with established procedural criminal laws (U.S. Constitution, U.S. Constitutional Amendments, Federal/State Case Law, Constitution of the State of Tennessee, Tennessee Code Annotated Title 40 Chapter 7, and City of Franklin Municipal Code/Ordinances). The department has one category of sworn personnel which consists of the authority to make full Custodial Arrests, and does not employ special class positions with limited arrest authority such as wardens, fire marshals, and/or commercial vehicle enforcement.

III. PROCEDURES

A. Custodial Arrest Authority

1. In accordance with Tennessee Code Annotated (TCA 40-7-101), an arrest may be made either by:
 - A law enforcement officer under a warrant;
 - A law enforcement officer without a warrant (TCA 40-7-103); or
 - A private person (TCA 40-7-109 thru 40-7-112).
2. In accordance with TCA 40-7-113, a law enforcement officer may take before a magistrate, without a warrant, any person who, being engaged in the commission of a public offense, is arrested by a bystander and delivered to the law enforcement officer, and anyone arrested by a private person as provided in TCA 40-7-109 thru 40-7-112. Department personnel will thoroughly investigate such incidents to ensure sufficient probable cause exists, and determine whether transport to a magistrate or the issuance of a citation in lieu of continued custody is more appropriate.
3. In accordance with City of Franklin Municipal Code Title 6 Section 109, unless otherwise authorized or directed by municipal code or applicable law, an arrest of a person shall be made by a law enforcement officer in the following cases:
 - Whenever in possession of a warrant for the arrest of the person
 - Without a warrant, whenever an officer has probable cause to believe the person has committed a misdemeanor, felony, or violation of conditions of release on bond pursuant to the requirements of Tennessee Code Annotated, § 40-7-103.

- Whenever an offense is committed or a breach of the peace is threatened in the law enforcement officer's presence by the person.
 - Whenever a law enforcement officer has probable cause to believe that a felony has been committed and the person committed it.
4. When making warrantless arrests, sworn personnel shall adhere to, and do so in accordance with TCA 40-7-103 (Grounds for arrest by officer without warrant).
 5. In accordance with TCA 40-7-104, arrests by sworn personnel for public offenses may be made on any day and at any time.
 6. In accordance with TCA 40-7-106, when arresting a person, department sworn personnel must ensure such person recognizes they are a law enforcement officer (their authority), and thus informed of such authority to arrest them. Department sworn personnel must also ensure such person is informed of the cause of the arrest as soon as possible after the commission of the offense or after any pursuit immediately after an escape. If department personnel are in possession of a warrant, they will exhibit such warrant as necessary. Official police uniform may suffice as successful identification of authority if the person can clearly recognize such authority. For those situations where department personnel are not in a department uniform (plain clothes), such department personnel must ensure positive police credentials are presented to the person being arrested.
 7. For further details on police authority, use of discretion, and off-duty action, refer to FPD General Order #300.07 (Police Authority and Use of Discretion).
 8. For further details on handling persons asserting diplomatic or other forms of immunity, refer to FPD General Order #100.14 (Foreign Nationals).
 9. Acceptable alternatives to arrest are outlined within TCA and department general orders. The department may play a role in social service diversion programs when contact is made with individuals during law enforcement activities. Such programs include, but are not limited to, detoxification, mental health, juvenile delinquency, and drug abuse diversion programs. Department procedures for handling such matters are below:
 - FPD General Order #300.29 (Juvenile Operations) outlines the department's involvement in the juvenile justice system and alternatives to arrests for juveniles. It is the responsibility of the Williamson County Juvenile Justice System to adjudicate the application of juvenile criminal diversionary programs in lieu of criminal punishment. Department sworn personnel may make recommendations reference juvenile diversionary programs, but do not have the authority to employ such programs in lieu of arrest.
 - FPD General Order #200.24 (Procedures for Handling the Mentally Ill) outlines the department's involvement in mental health issues and alternatives to arrest for mentally ill subjects, emotionally disturbed persons, and those subjects with certain disabilities. Department sworn personnel will adhere to such policies and procedures when dealing with such matters.
 - Often department personnel come in contact with individuals in need of detoxification and/or drug abuse diversion programs. In these situations, personnel will refer to the assistance and expertise of medical personnel. Personnel will not take individuals into custody for the sole purpose of detoxification.
- B. Issuing Misdemeanor Citations (TCA 40-7-118)
- Department sworn personnel will issue citations in lieu of continued custody in compliance and in accordance with TCA 40-7-118. Department personnel shall be familiar with TCA 40-7-118 and the designated reasons for when a Misdemeanor Citation is required, when it should not be issued, and when it is discretionary.
1. When issuance of a Misdemeanor Citation is appropriate in accordance with TCA 40-7-118, the following will be completed:
 - Ensure citation is completed in its entirety (date, time, charge, etc.).

- Ensure the narrative section is sufficient to meet affidavit requirements of magistrate.
 - Ensure the citation is signed by the law enforcement officer in the presence of the magistrate to swear to the veracity of the document.
 - Ensure the citation is delivered to the magistrate before end of tour of duty.
 - Ensure the magistrate signs the citation.
 - Ensure the offender has been cited to Williamson County General Sessions Court (adults).
2. Court dates for Misdemeanor Citations should be within two weeks of the offense and at least four working days from the date of the offense.
 3. Misdemeanor Citations will be routed as follows:
 - The offender is issued the pink copy after the offender signs it.
 - The issuer will turn in the two white copies and the yellow copy into FPD Records Section.
 - The Records Section will distribute the citations to the Williamson County General Sessions Court and a copy to the Williamson County Sheriff's Office.
 4. When department personnel issue a Misdemeanor Citation, they will provide the offender a booking and processing notice (FPD Form #113). This notice will provide the offender the appropriate information to report to the Williamson County Sheriff's Department Jail Facility for booking and processing prior to their scheduled court date indicated on the citation. Failure to appear for such booking and processing is a separate criminal offense.

REVIEW / UPDATE / CANCELLATION

The chief of police or designee shall conduct an annual review of this written directive making necessary revisions. This general order shall remain in force until revoked or revised by the chief of police.



State of Tennessee

PUBLIC CHAPTER NO. 409

SENATE BILL NO. 30

By Pody, Bailey, Rose, Taylor

Substituted for: House Bill No. 55

By Lamberth, Russell, Sherrell, Eldridge, Boyd, Moody, Howell, Hale, White, Renea Jones, Keisling

AN ACT to amend Tennessee Code Annotated, Title 39; Title 40; Title 54 and Title 55, relative to criminal offenses.

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

SECTION 1. Tennessee Code Annotated, Section 39-17-309(b), is amended by adding the following as new subdivisions:

(5) Litters or trespasses upon any real or personal property of another person with the intent to unlawfully intimidate another from the free exercise or enjoyment of any right or privilege secured by the constitution or laws of the state of Tennessee; or

(6) Litters or trespasses upon any real or personal property of another person with the intent to unlawfully intimidate another because that other exercised any right or privilege secured by the constitution or laws of the United States or the constitution or laws of the state of Tennessee.

SECTION 2. Tennessee Code Annotated, Section 39-17-309, is amended by adding the following as a new subsection:

(f) As used in this section, "litters" means places, drops, or throws garbage, refuse, rubbish, unsolicited flyers, or other waste material on any public or private property without permission.

SECTION 3. Tennessee Code Annotated, Section 39-17-309(d), is amended by deleting the subsection and substituting:

(1) A violation of subdivisions (b)(1)–(4) is a Class D felony.

(2) A violation of subdivision (b)(5) or (b)(6) is a Class A misdemeanor.

(3) A violation of subsection (c) is a Class A misdemeanor.

SECTION 4. Tennessee Code Annotated, Title 39, Chapter 16, Part 6, is amended by adding the following new section:

(a) A law enforcement officer may ask a person to identify themselves if the officer has reasonable suspicion to believe that the person has violated or is violating a state law or local ordinance.

(b) Pursuant to the law enforcement officer's reasonable suspicion, the officer may ask the suspect to provide the suspect's name verbally or to otherwise provide the suspect's name by other means.

(c) A person commits an offense who intentionally gives a false or fictitious name to a law enforcement officer who has lawfully detained or arrested the person.

(d) A violation of subsection (c) is a Class C misdemeanor.

(e) A person's failure or inability to produce a physical form of identification or driver license to a police or peace officer requesting identification is not a violation of subsection (c).

SECTION 5. Tennessee Code Annotated, Title 39, Chapter 16, Part 6, is amended by adding the following new section:

(a) A person commits an offense who intentionally approaches, within twenty-five feet (25'), a law enforcement officer after the officer has ordered the person to stop approaching or to retreat and the officer is lawfully engaged in the execution of official duties involving:

- (1) A lawful traffic stop;
- (2) An active investigation of the scene of an alleged crime; or
- (3) An ongoing and immediate threat to public safety.

(b) It is an affirmative defense to a violation of subsection (a) that the lawful order was not received or understood by the person and was not capable of being received or understood under the conditions and circumstances that existed at the time of the issuance of the order.

(c) A violation of subsection (a) is a Class B misdemeanor.

SECTION 6. Tennessee Code Annotated, Title 55, Chapter 8, Part 2, is amended by adding the following new section:

(a) A person commits an offense who, on the streets of any municipality, roads of any county, or the highways of this state, transports another in the cargo area of a box truck.

(b) A violation of subsection (a) is a Class B misdemeanor.

(c) As used in this section, "box truck" means a moving van or other vehicle that is manufactured with an enclosed cargo area that is connected to the passenger area with a one-piece design or attached to the chassis with two-piece construction, and the cargo area:

- (1) Is designed primarily for the transportation of property; and
- (2) Does not have seats or safety belts designed to accommodate a passenger.

SECTION 7. Tennessee Code Annotated, Title 39, Chapter 17, Part 3, is amended by adding the following new section:

(a) It is an offense to place a sign, signal, or marking over a highway or to affix or attach a sign, signal, or marking to a bridge, overpass, or tunnel without written authorization from the entity that maintains the highway, bridge, overpass, or tunnel.

(b) A violation of subsection (a) is a Class B misdemeanor.

SECTION 8. Tennessee Code Annotated, Section 40-7-103(a), is amended by adding the following as a new subdivision:

(12) When an officer has probable cause to believe a person has committed a misdemeanor, regardless of whether the offense was committed in the officer's presence.

SECTION 9. Tennessee Code Annotated, Section 40-7-118(c), is amended by adding the following as a new subdivision:

(3) The peace officer has probable cause to believe the person committed an offense, regardless of whether the offense was committed in the peace officer's presence.

SECTION 10. Tennessee Code Annotated, Section 40-7-118(k), is amended by deleting the language "cannot be issued because of one (1) of the seven (7) reasons enumerated in subsection (d)" wherever it appears and substituting "cannot or should not be issued pursuant to subsection (c) or (d)".

SECTION 11. This act takes effect July 1, 2025, the public welfare requiring it.

SENATE BILL NO. 30

PASSED: April 21, 2025


RANDY McNALLY
SPEAKER OF THE SENATE


CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 9th day of May 2025


BILL LEE, GOVERNOR



File #: 21-01130

DATE: September 9, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michael Walters Young, Chief Budget & Performance Officer
Katherine Harelson, Budget & Performance Analyst
Andrew Orr, Long Range Planning Supervisor
Eric Conner, Principal Planner

SUBJECT:

Annexation Cost Analysis Calculator

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning staff's continued efforts to strengthen the City's Plan of Service process and refinement of the potential revenues generated and expenses incurred when the City is asked to annex property.

BACKGROUND/STAFF COMMENTS:

Over the last several years, the City (our citizens, our development partners, our elected officials, and staff) has heard and witnessed increased concern over development projects, especially those which may (or may not) require additional operational or capital infrastructure to properly service to established City standards. Specifically, concern has been voiced in regards to those projects not inside the corporate boundaries of Franklin, where annexation is required; there has increasingly been a need to quantify (as well as qualify) the additional burdens on City services and assets. Staff have tried to address that concern by developing an additional tool to assist all participants when evaluating the cost of approving additional projects.

Over the last six months, staff have worked on developing revisions to our Plan of Service reviews of submitted projects and solicited input from the Joint Conceptual Workshop, the Development Services Advisory Commission, and the Board of Mayor and Aldermen. Staff will present a detailed spreadsheet to assist in determining answers to "how much will growth cost?". The Annexation Cost Analysis Calculator (ACAC) tries to estimate both recurring and one-time revenues and expenses dependent upon the development proposed, based on information provided from the development community.

The tool will consist of:
- Overall Project Summary

- Return on Investment/Cost Summary
- Detailed recurring Costs
- Detailed One-Time Costs
- Assumption Detail

The goal of this tool is to assist policymakers, the development community, and staff in determining the ongoing and one-time costs for development and assisting all in strengthening the Plan of Service information available for the continued management of Franklin's growth.

FINANCIAL IMPACT:

There is no direct financial impact as a result of consideration of this item. There will be however, varying degrees of cost involved through additional development and growth in Franklin. This item attempts to further refine what those costs are dependent upon the type, location and complexity of the annexation and development proposed.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen provide feedback on staff's progress of the Plan of Service process and materials.



City of Franklin, Tennessee

Board of Mayor and Aldermen

Annexation Cost Analysis Calculator

BOMA Work Session

October 14, 2025



City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Slide 2

Agenda

- Purpose**
- Process**
- Annexation Cost Analysis Calculator**
- Summary & Next Steps**

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Purpose:

- Over the last several years, the City (our citizens, our development partners, our elected officials, and staff) have heard and witnessed increased concern over development projects, especially those which may (or may not) require additional operational or capital infrastructure to properly service to established City standards.
- Specifically, for those projects not inside the corporate boundaries of Franklin where annexation is required, there has increasingly been a need to quantify (as well as qualify) the additional burdens on City services and assets.
- Staff has tried to address that concern by developing an additional tool to assist all participants when evaluating the cost of approving additional projects.

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Process To Date:

Spring 2025 - Internal Discussions/Work began

May 22, 2025 – Discussed with Joint Conceptual Workshop

June 3, 2025 – Reviewed concept with Development Services Advisory Commission

June 24, 2025 – Reviewed concept with BOMA Work Session

October 14, 2025 Return to BOMA Work Session

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

The Tool: Annexation Cost Analysis Calculator (ACAC)

- Tonight staff is presenting a detailed spreadsheet to assist in determining answers to “how much will growth cost”
- The Annexation Cost Analysis Calculator (ACAC) tries to estimate both recurring and one-time revenues and expenses dependent upon the development proposed
- Information will come from the development community about the type of improvement proposed
- Designed to help staff, our development partners and policymakers evaluate the costs of development



City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Category: Development Information

Development Name:

Type of Development: Acreage:

Description:

Franklin Hills Estates is a 200 acre proposed mixed use development with a combination of single-family, multi-family and neighborhood commercial currently outside of the City limits but within the Urban Growth Boundary of the City of Franklin.

Water Utility District: Envision Franklin Design Concept:

Distance from COF City Limits (mi.): Proposed Design Concept:

Proposed Zoning District:

Public Park Acreage Created: Public Road Lane Miles Created:

Water Line Miles (COF) Created: Sewer Line Miles (COF) Created:

Reclaimed Line Miles Created:

Residential Features

Amount	Feature
A 120	Expected SF housing units
Single Family Unit total for proposed annexation & development	
B \$ 1,000,000	Market Value
C (B x 25%) \$ 250,000	Assessed Value
D 100	Expected TH/ Duplex housing units
Townhome and Duplex unit total for proposed annexation & development	
E \$ 550,000	Market Value
F (E x 25%) \$ 137,500	Assessed Value
G 72	Expected MF housing units
H \$ 450,000	Market Value
I (H x 40%) \$ 180,000	Assessed Value

The Tool: Annexation Cost Analysis Calculator (ACAC)

- ACAC consists of the following:

Overall Project Summary

Return on Investment/Cost Summary

Detailed recurring Costs

Detailed One-Time Costs

Assumption Detail

(Note: Assumption Detail will also be provided at a later time as staff continues to refine methodology and acknowledges one-time costs and needs maybe completely dependent on the development proposed)

The Tool: Annexation Cost Analysis Calculator (ACAC)

Recurring

Recurring Revenues consist of:

- Estimates for all taxes (property, occupancy and sales) and fees for service (Sanitation, Stormwater and Water Management).

(Note: Estimates for taxes are conservative, especially for amount of sales taxes generated per household.)

Recurring Expenses consist of:

- Maintenance costs for infrastructure installed (public facilities, roads, sidewalks, water & sewer lines, sanitation vehicles, etc.) and additional personnel necessary (Police, Fire, Sanitation, Public Works employees) to service the development

The Tool: Annexation Cost Analysis Calculator (ACAC)

One-Time

One-Time Revenues consist of:

- Impact Fees paid (City Facilities, County Facilities, Parkland Dedication, Road Impact, Water & Sewer) and Building Permit Fees.

One-Time Expenses consist of:

- Costs incurred by the City to install infrastructure (public facilities, roads, sidewalks, water & sewer lines & pump stations, parks) and vehicles (police cruisers, fire engines, sanitation loaders, etc.)

The Tool: Annexation Cost Analysis Calculator (ACAC)

What it will show:

- Quantifiable estimate of the cost to provide city service

Limitations:

- The exact details for additional City services are usually not available the earlier in the development process a proposed annexation or development plan is submitted. Changes to what is requested when in the development process maybe required to maximize the effectiveness of this tool.
- Total costs will not be realized until full buildout of a proposed development, meaning both proposed revenues generated and expenses for service delivery incurred will be less in the initial years.

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

The Tool: Annexation Cost Analysis Calculator (ACAC)

Example: “Franklin Hills Estates” PUD (Sample Development)

- **Non-contiguous to the City of Franklin (2 miles outside)**
- **200 acres**
- **Combination of 120 single-family units, 100 townhome/duplex units, 72 multi-family units and 20,000 sq. ft. neighborhood commercial**
- **Within the Urban Growth Boundary of the City of Franklin**

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

The Tool: Annexation Cost Analysis Calculator (ACAC)

Example: “Franklin Hills Estates” PUD (Sample Development)

Development Name:	Franklin Hills Estates		
Type of Development:	Mixed-Use	Acreage:	200
Description:			
Franklin Hills Estates is a 200 acre proposed mixed use development with a combination of single-family, multi-family and neighborhood commercial currently outside of the City limits but within the Urban Growth Boundary of the City of Franklin.			
Water Utility District	Milcrofton	Envision Franklin Design Concept:	Village Green
Distance from COF City Limits (mi.)	2	Proposed Design Concept:	Village Green
Proposed Zoning District:	PD Planned District		
Public Park Acreage Created:	0	Public Road Lane Miles Created:	3
Water Line Miles (COF) Created	0	Sewer Line Miles (COF) Created:	5
Reclaimed Line Miles Created	1		

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

The Tool: Annexation Cost Analysis Calculator (ACAC)

Example: “Franklin Hills Estates” PUD (Sample Development)

Residential Features		
	Amount	Feature
A	120	Expected SF housing units
		<i>Single Family Unit total for proposed annexation & development</i>
B	\$ 1,000,000	Market Value
C (B x 25%)	\$ 250,000	Assessed Value
D	100	Expected TH/ Duplex housing units
		<i>Townhome and Duplex unit total for proposed annexation & development</i>
E	\$ 550,000	Market Value
F (E x 25%)	\$ 137,500	Assessed Value
G	72	Expected MF housing units
H	\$ 450,000	Market Value
I (H x 40%)	\$ 180,000	Assessed Value
J	\$ 450,000	Expected for sale MF housing units
		<i>Multifamily for-sale unit total for proposed annexation & development</i>
K	\$ 2,800	Expected for rent MF housing units
		<i>Multifamily for rent unit total for proposed annexation & development</i>
L	6	Total number of MF structures in development
		<i>Expected number of multifamily structures across development</i>
M	663	Expected population of development
		<i>Expected population of development based upon avg. household size per unit per unit type</i>

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

The Tool: Annexation Cost Analysis Calculator (ACAC)

Example: “Franklin Hills Estates” PUD (Sample Development)

Commercial Features		
	<u>Amount</u>	<u>Feature</u>
K	20,000	Expected Commercial/Retail Square Footage Added
L	\$ 3,000,000	Market Value
$M (L \times 40\%)$	\$ 1,200,000	Assessed Value
N	0	Expected Hotel/Motel Room Keys Added
O		Market Value
$P (O \times 40\%)$	\$ -	Assessed Value
Q	0	Expected Office Square Footage Added
R		Market Value
$S (R \times 40\%)$	\$ -	Assessed Value

Intergovernmental	
Inclusion on Major Thoroughfare Plan?	No
Interlocal necessary between City/County?	Yes
Reason	<u>Highway Maintenance (Roads & Bridges)</u>

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

The Tool: Annexation Cost Analysis Calculator (ACAC)

Example: “Franklin Hills Estates” PUD (Sample Development)

Financial Summary			
Recurring		One-Time	
<u>Revenues</u>		<u>Revenues</u>	
General Fund	\$ 528,436	General Fund	\$ 74,454
Sanitation Fund	\$ 115,632	Road Impact Fund	\$ 2,360,258
Stormwater Fund	\$ 10,672	City Facilities	\$ 616,080
Hotel/Motel Fund	\$ -	County Facilities	\$ 85,000
Water Management Fund	\$ 269,843	Parkland Dedication	\$ 1,548,184
		Water Management Fund	\$ 1,793,733
Total Recurring Revenues	\$ 924,583	Total One-Time Revenues	\$ 6,477,708
<u>Expenses</u>		<u>Expenses</u>	
General Fund	\$ 496,887	General Fund	\$ 244,000
Sanitation Fund	\$ 82,331	Sanitation Fund	\$ 411,506
Stormwater Fund	\$ 29,011	Stormwater Fund	\$ -
Water Management Fund	\$ 124,959	Water Management Fund	\$ -
Total Recurring Expenses	\$ 733,189	Total One-Time Expenses	\$ 655,506
Recurring Surplus/Deficit	\$ 191,394	One-Time Surplus/Deficit	\$ 5,822,202

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

The Tool: Annexation Cost Analysis Calculator (ACAC)

General			
Recurring Revenues	\$ 528,436	One-Time Revenues	\$ 74,454
Recurring Expenses	\$ 496,887	One-Time Expenses*	\$ 244,000
Surplus/Deficit Annually	\$ 31,549	Surplus/Deficit One -Time	\$ (169,547)
Sanitation			
Recurring Revenues	\$ 115,632	One-Time Revenues	\$ -
Recurring Expenses	\$ 82,331	One-Time Expenses*	\$ 411,506
Surplus/Deficit Annually	\$ 33,301	Surplus/Deficit One -Time	\$ (411,506)
Stormwater			
Recurring Revenues	\$ 10,672	One-Time Revenues	\$ -
Recurring Expenses	\$ 29,011	One-Time Expenses	\$ -
Surplus/Deficit Annually	\$ (18,339)	Surplus/Deficit One -Time	\$ -
Water Management			
Recurring Revenues	\$ 269,843	One-Time Revenues**	\$ 1,793,733
Recurring Expenses	\$ 124,959	One-Time Expenses	\$ -
Surplus/Deficit Annually	\$ 144,884	Surplus/Deficit One -Time	\$ 1,793,733
Development Funds			
Road Impact Fund**		\$ 2,360,258	
City Facilities		\$ 616,080	
County Facilities		\$ 85,000	
Parkland Dedication**		\$ 1,548,184	
Surplus/Deficit One-Time		\$ 4,609,522	

*Purchase of Police Cruisers and SES Side Loader can be offset by City Facilities Taxes collected

**Sewer Impact, Road Impact and Parkland Dedication Fees all eligible for potential Offset agreements

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Summary & Next Steps

- **Seek feedback on this tool and what elements are missing or the BOMA would like staff to adjust and/or account for.**
- **Goal is NOT to “price out” potential development, but rather to respond to requests to acknowledge and address operational and infrastructure costs to the City while balancing the other aspects of proper planning, high development standards and quality of life which are cornerstones of Franklin’s Management of Growth.**
- **By showing both qualitative and quantitative information, this tool is designed to assist policymakers on the right time to approve annexations and development in Franklin.**
- **Plan to use this tool as part of future Plan of Service submissions to assist all policy and decision makers in future growth decisions (both annexation requests and potentially in-fill redevelopment)**



City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Questions



City of Franklin, Tennessee

Annexation Cost Analysis Calculator

DRAFT

Category: Development Information

Development Name: "Franklin Hills Estates"

Type of Development: Mixed-Use Acreage: 200

Description:

Franklin Hills Estates is a 200 acre proposed mixed use development with a combination of single-family, multi-family and neighborhood commercial currently outside of the City limits but within the Urban Growth Boundary of the City of Franklin.

Water Utility District: Milcrofton Envision Franklin Design Concept: Village Green

Distance from COF City Limits (mi.): 2 Proposed Design Concept: Village Green

Proposed Zoning District: PD Planned District

Public Park Acreage Created: 0 Public Road Lane Miles Created: 3

Water Line Miles (COF) Created: 0 Sewer Line Miles (COF) Created: 5

Reclaimed Line Miles Created: 1

Residential Features

	Amount	Feature
A	120	Expected SF housing units
Single Family Unit total for proposed annexation & development		
B	\$ 1,000,000	Market Value
C (B x 25%)	\$ 250,000	Assessed Value
D	100	Expected TH/ Duplex housing units
Townhome and Duplex unit total for proposed annexation & development		
E	\$ 550,000	Market Value
F (E x 25%)	\$ 137,500	Assessed Value
G	72	Expected MF housing units
H	\$ 450,000	Market Value
I (H x 40%)	\$ 180,000	Assessed Value
J	\$ 450,000	Expected for sale MF housing units
Multifamily for-sale unit total for proposed annexation & development		
K	\$ 2,800	Expected for rent MF housing units
Multifamily for rent unit total for proposed annexation & development		
L	6	Total number of MF structures in development
Expected number of multifamily structures across development		
M	663	Expected population of development
Expected population of development based upon avg. household size per unit per unit type		



City of Franklin, Tennessee

Annexation Cost Analysis Calculator

DRAFT

Category: Development Information

Commercial Features		
	<u>Amount</u>	<u>Feature</u>
<i>K</i>	20,000	Expected Commercial/Retail Square Footage Added
<i>L</i>	\$ 3,000,000	Market Value
<i>M (L x 40%)</i>	\$ 1,200,000	Assessed Value
<i>N</i>	0	Expected Hotel/Motel Room Keys Added
<i>O</i>		Market Value
<i>P (O x 40%)</i>	\$ -	Assessed Value
<i>Q</i>	0	Expected Office Square Footage Added
<i>R</i>		Market Value
<i>S (R x 40%)</i>	\$ -	Assessed Value

Intergovernmental	
Inclusion on Major Thoroughfare Plan?	No
Interlocal necessary between City/County?	Yes
Reason	<u>Highway Maintenance (Roads & Bridges)</u>



City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Summary

Development Name: "Franklin Hills Estates"

Summary

Franklin Hills Estates is a 200 acre proposed mixed use development with a combination of single-family, multi-family and neighborhood commercial currently outside of the City limits but within the Urban Growth Boundary of the City of Franklin.

Financial Summary

Recurring

Revenues

General Fund	\$ 528,436
Sanitation Fund	\$ 115,632
Stormwater Fund	\$ 10,672
Hotel/Motel Fund	\$ -
Water Management Fund	\$ 269,843

Total Recurring Revenues \$ 924,583

Expenses

General Fund	\$ 496,887
Sanitation Fund	\$ 82,331
Stormwater Fund	\$ 29,011
Water Management Fund	\$ 124,959

Total Recurring Expenses \$ 733,189

Recurring Surplus/Deficit \$ 191,394

One-Time

Revenues

General Fund	\$ 74,454
Road Impact Fund	\$ 2,360,258
City Facilities	\$ 616,080
County Facilities	\$ 85,000
Parkland Dedication	\$ 1,548,184
Water Management Fund	\$ 1,793,733

Total One-Time Revenues \$ 6,477,708

Expenses

General Fund	\$ 244,000
Sanitation Fund	\$ 411,506
Stormwater Fund	\$ -
Water Management Fund	\$ -

Total One-Time Expenses \$ 655,506

One-Time Surplus/Deficit \$ 5,822,202



City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Summary

DRAFT

Return on Investment by Fund

General

Recurring Revenues	\$ 528,436	One-Time Revenues	\$ 74,454
Recurring Expenses	\$ 496,887	One-Time Expenses*	\$ 244,000
Surplus/Deficit Annually	\$ 31,549	Surplus/Deficit One -Time	\$ (169,547)

Sanitation

Recurring Revenues	\$ 115,632	One-Time Revenues	\$ -
Recurring Expenses	\$ 82,331	One-Time Expenses*	\$ 411,506
Surplus/Deficit Annually	\$ 33,301	Surplus/Deficit One -Time	\$ (411,506)

Stormwater

Recurring Revenues	\$ 10,672	One-Time Revenues	\$ -
Recurring Expenses	\$ 29,011	One-Time Expenses	\$ -
Surplus/Deficit Annually	\$ (18,339)	Surplus/Deficit One -Time	\$ -

Water Management

Recurring Revenues	\$ 269,843	One-Time Revenues**	\$ 1,793,733
Recurring Expenses	\$ 124,959	One-Time Expenses	\$ -
Surplus/Deficit Annually	\$ 144,884	Surplus/Deficit One -Time	\$ 1,793,733

Development Funds

Road Impact Fund**	\$ 2,360,258
City Facilities	\$ 616,080
County Facilities	\$ 85,000
Parkland Dedication**	\$ 1,548,184
Surplus/Deficit One-Time	\$ 4,609,522

*Purchase of Police Cruisers and SES Side Loader can be offset by City Facilities Taxes collected

**Sewer Impact, Road Impact and Parkland Dedication Fees all eligible for potential Offset agreements



City of Franklin, Tennessee

Annexation Cost Analysis Calculator

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Category: Recurring Detail

Recurring Revenues

General Fund		Unit Revenue	Total
- Property Tax			
- Single Family/Townhome	220 Residences	\$ 250,000	\$ 162,800
- Multi Family	72 Residences	\$ 180,000	\$ 38,362
- Commercial	N/A	\$ 1,200,000	\$ 3,552
- Local Option Sales Tax			
- Residences	292 Residences	\$ 595	\$ 173,757
- Commercial	20,000 sq. ft.	\$ 3.52	\$ 70,477
- State Option Sales Tax			
- Residences	663 Population	\$ 120	\$ 79,489
- Commercial	N/A	N/A	
Sub-total General Fund			\$ 528,436
Sanitation Fund			
- Monthly Sanitation Fee	292 Residences	\$ 396	\$ 115,632
Sub-total Sanitation Fund			\$ 115,632
Stormwater Fund			
Small Lot Residential (75% ERU)	100 Lots	\$ 3,447	\$ 3,447
Large Lot Residential (120% ERU)	126 Lots	\$ 6,949	\$ 6,949
Commercial (100% ERU)	6 Lots	\$ 276	\$ 276
Sub-total Stormwater Fund			\$ 10,672
Hotel Motel Fund			
- Occupancy Tax	0 Rooms	\$ 1,150	\$ -
Sub-total Hotel/Motel Fund			\$ -
Water Management Fund			
- Sewer Rates (Residential)	292 Residences	\$ 77 avg./mo.	\$ 269,843
- Sewer Rates (Commercial)	8 Businesses	\$ 154 avg./mo.	\$ 14,786
Sub-total Water Management Fund			\$ 284,629
Total Annual Recurring Revenues			\$ 928,697



City of Franklin, Tennessee

Annexation Cost Analysis Calculator

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Category: Recurring Detail

Recurring Expenses

Operations

Program Area: Governance & Management

Department	Item	Unit Cost	Number	Total Cost
		\$ -		\$ -

Program Area: Public Safety

Department	Item	Unit Cost	Number	Total Cost
Police	One New Police Officer	\$ 114,891	4	\$ 459,563

Program Area: Finance & Administration

Department	Item	Unit Cost	Number	Total Cost
	0	\$ -		\$ -

Program Area: Community & Economic Development

Department	Item	Unit Cost	Number	Total Cost
	0	\$ -		\$ -

Program Area: Public Works

Department	Item	Unit Cost	Number	Total Cost
Streets	Streets Maintenance	\$ 12,441	3	\$ 37,324
Sanitation	One New Sanitation Equipment Operator	\$ 82,331	1	\$ 82,331
Stormwater	Stormwater Maintenance	\$ 44	663	\$ 29,011
Water Management	Water Line Maintenance	\$ 30,631	N/A	\$ -
	Water Plant Maintenance	\$ 94	N/A	\$ -
	Sewer Line Maintenance	\$ 10,757	5	\$ 53,785
	Sewer Plant Maintenance	\$ 90	663	\$ 59,428
	Reclaimed Line Maintenance	\$ 11,746	1	\$ 11,746

Total General Fund	\$ 496,887
Total Sanitation Fund	\$ 82,331
Total Stormwater Fund	\$ 29,011
Total Water Management Fund	\$ 124,959

Total Recurring Costs (Annually)	\$ 721,443
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One-time Revenues

Permit Fees				
Building Permit				\$ 74,454
Impact Fees				
Road Impact Arterial				\$ 1,958,266
Road Impact Collector	Area	3		\$ 401,992
City Facilities Tax				\$ 616,080
County Facilities Tax				\$ 85,000
Parkland Dedication	Quadrant	4		\$ 1,548,184
Water Impact Fee				\$ -
Sewer Impact Fee				\$ 1,793,733
Contributions from Developer				\$ -
Total One Time Revenues				\$ 6,477,708



City of Franklin, Tennessee

Annexation Cost Analysis Calculator

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Category: One-Time Costs

One-time Expenses

Program Area: Public Safety

Department	Item	Unit Cost	Qty.	Total Cost
Police	Police Cruisers	\$ 61,000	4	\$ 244,000

Program Area: Public Works

Department	Item	Unit Cost	Qty	Total Cost*
Streets/Transportation				
Roads	3 miles of neighborhood streets	\$ 500,000	3	\$ - *paid by developer
Sidewalks	3 miles of 5' sidewalks	\$ 150,000	3	\$ - *paid by developer
Intersection Improvements	One new improved intersection	\$ 500,000	1	\$ - *paid by developer
Sanitation				
New Automated Sideloader	New Automated Sideloader	\$ 411,506	1	\$ 411,506
Stormwater				\$ -
Water Management				
Water Lines	N/A	\$ 1,750,000		\$ - *paid by developer
Sewer Lines	Site is 2 miles away from existing sewer lines	\$ 2,000,000	2	\$ - *paid by developer
Sewer Pump Stations	Pump station required due to topography	\$ 4,000,000	1	\$ - *paid by developer
Reclaimed	Not required; not within 1,000 sq. ft. (distance is 5,000 sq. ft of Reclaimed service line)	\$ 500,000		\$ - *paid by developer

Total One-time costs General Fund	\$ 244,000
Total One-time costs Sanitation Fund	\$ 411,506
Total One-time costs Stormwater Fund	\$ -
Total One-time costs Water Management Fund	\$ -

Total One Time Expenses	\$ 655,506
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File #: 21-01230

DATE: October 1, 2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Presentation On The Liberty Pike & Mallory Lane Intersection Improvements Project's Updated Traffic Analysis And Proposed Scoping Change

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a presentation on the Liberty Pike & Mallory Lane Intersection Improvements Project's updated traffic analysis and proposed scoping change.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for fiscal years (FYs) 2019-2028 Capital Investment Program (CIP), which included the Mallory Lane, North Royal Oaks and Liberty Pike Intersection Project. The project generally includes roadway widening, intersection reconfiguration, sidewalk improvements, and utility relocations.

On March 25, 2025, the BOMA approved COF Contract No. 2025-0035 with RK&K, a consultant selected to perform the final design of the Liberty Pike & Mallory Lane Improvements project. The previous project consultant team completed the design through draft right-of-way (ROW) plan. However, in order to finalize the design, staff recommended changing the design team to RK&K, an approved on-call design consultant. Staff believed that RK&K's involvement would expedite the completion of the final ROW plans, geotechnical investigations, utility relocation designs and deconfliction, overall design review, development of final ROW exhibits, and preparation of construction bid documents. Additionally, staff wanted a fresh set of eyes to allow for verification of the project's proposed roundabout design, to ensure optimal function of the intended improvements. During the summer of 2025, RK&K performed additional traffic analyses/traffic counts in order to verify the previous consultant's roundabout design and make recommendations for how to design the intersection for optimal traffic flow.

This presentation to the BOMA explains the full project background, the consultant's traffic analysis results, and staff's recommendation on how best to move the project forward. Because of updated

traffic analysis results, staff realizes that the current roundabout design will begin to fail within 10 years, requiring the need to reevaluate the overall intersection design. In working with our consultant, staff believe a signalized intersection will function better in the long term because of the right-of-way constraints, and proposes a project scoping change from a roundabout design to a more appropriately designed signalized intersection.

FINANCIAL IMPACT:

The proposed intersection improvements remain fully funded in the City's 10-year Capital Investment Plan (CIP). There is a potential for significant project cost savings with staff's recommendation to change from a roundabout design to a signalized intersection.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the recommended project scoping change.



LIBERTY PIKE & MALLORY LANE INTERSECTION IMPROVEMENTS 2025 TRAFFIC ANALYSIS RE-EVALUATION AND SCOPING CHANGE

PAUL HOLZEN – COF ENGINEERING DIRECTOR

JONATHAN MARSTON – COF ASSISTANT ENGINEERING DIRECTOR

WILLIAM BANKS – COF STAFF ENGINEER



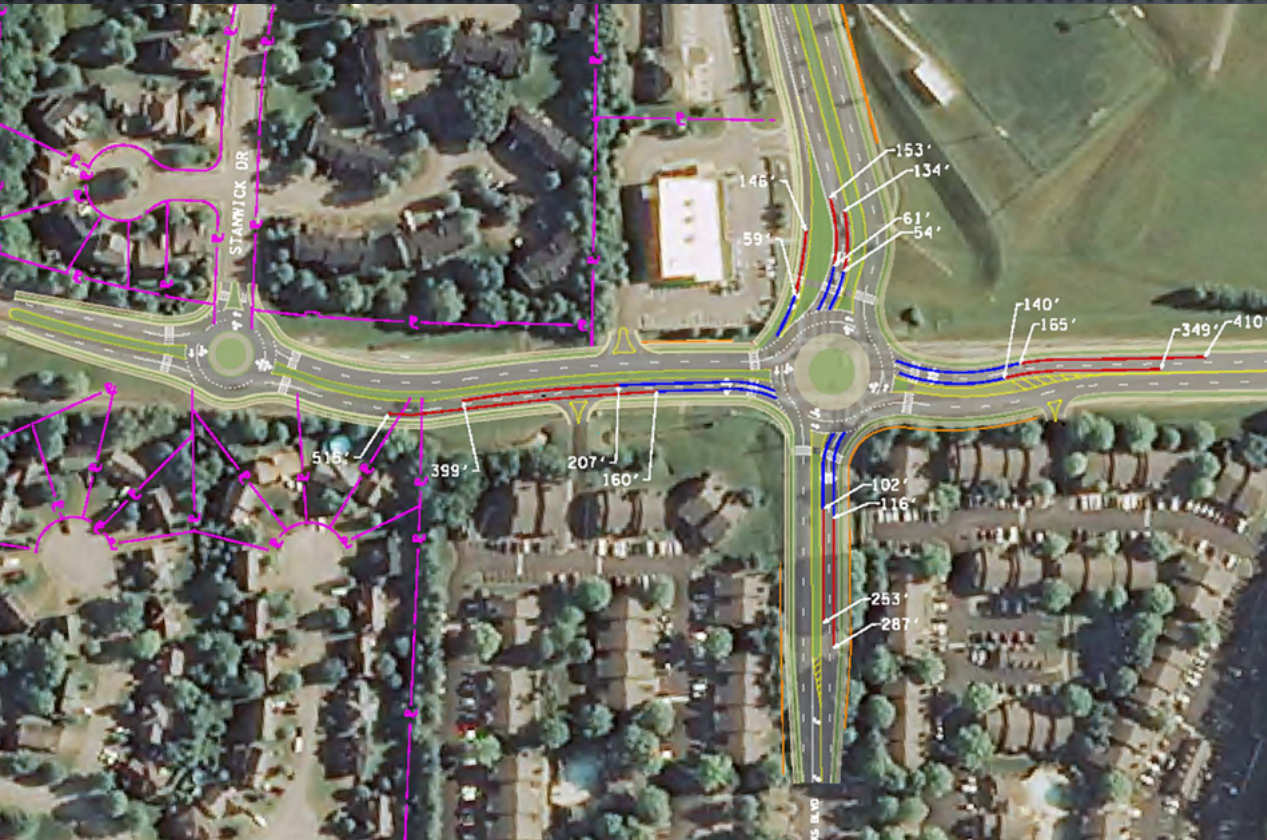
Project Backstory

- Initial Funding Approval - Resolution 2016-69 FY2017-26 CIP
 - \$4.4MM for Design/ROW/Construction of signalized intersection
- Resolution 2019-18, selecting the roundabout design concept
 - Four original options in resolution: Ultimate Signalized, Minimal Signalized, Optimal Signalized, or Roundabout
 - Staff reached out to the citizens and received numerous requests about utilizing a roundabout at this location
- Resolution 2019-68, Adopting the project list for FY2019-2028 CIP
 - \$15MM for Liberty-Mallory Roundabout (Updated for FY25-34 CIP: \$16.8MM construction cost estimate and \$22MM total project cost)
- June 2024 BOMA Work Session Presentation
 - Engineering sought BOMA input on how/if the project moves forward, before the Right-of-Way Acquisition Phase began
 - Discussed project history of original intersection upgrades



Original 2019 presentation to the BOMA

Approved roundabout design option versus the ultimate signal design option



ORIGINAL 2019 PRESENTATION TO THE BOMA

- Per Resolution 2019-18, the roundabout option showed vastly improved LOS compared to the signalized options (mostly green LOS of A and B).
- BOMA chose the roundabout option based off the best traffic data at the time.
- However, the original consultant did not have the 2021 Cool Springs Transportation Network Study information to help design for future traffic demands.

								LEGEND	
								LOS	DELAY (SEC)
								A	≤ 10
								B	> 10-20
								C	> 20-35
								D	> 35-55
								E	> 55-80
								F	> 80

MINIMAL SIGNAL DESIGN	DIRECTION		2020		2030		2040	
			AM	PM	AM	PM	AM	PM
			LOS	LOS	LOS	LOS	LOS	LOS
	LIBERTY	EBL	E	E	E	F	E	F
		EBT	B	D	C	D	C	D
		EBR	B	D	C	D	C	D
		WBL	C	C	C	D	C	D
		WBT	C	E	C	F	D	F
		WBR	C	D	C	D	D	D
	MALLORY	NBL	D	D	D	F	D	F
		NBT	D	D	E	D	E	E
		NBR	D	D	E	D	E	E
		SBL	E	E	E	F	E	F
		SBT	D	F	D	F	D	F
		SBR	C	D	C	D	C	F

OPTIMAL SIGNAL DESIGN	DIRECTION		2020		2030		2040	
			AM	PM	AM	PM	AM	PM
			LOS	LOS	LOS	LOS	LOS	LOS
	LIBERTY	EBL	E	E	E	E	E	E
		EBT	B	C	C	D	C	D
		EBR	B	C	C	D	C	D
		WBL	E	E	E	E	E	E
		WBT	C	D	C	D	C	E
		WBR	C	C	C	D	D	E
	MALLORY	NBL	D	D	C	D	C	D
		NBT	D	D	D	E	E	D
		NBR	D	E	D	E	E	D
		SBL	E	E	E	E	E	F
		SBT	D	D	D	D	D	D
		SBR	C	E	C	E	C	D

ULTIMATE SIGNAL DESIGN	DIRECTION		2020		2030		2040	
			AM	PM	AM	PM	AM	PM
			LOS	LOS	LOS	LOS	LOS	LOS
	LIBERTY	EBL	C	D	C	D	C	E
		EBT	B	C	B	D	C	D
		EBR	B	C	B	D	B	D
		WBL	C	D	C	D	D	E
		WBT	C	D	C	D	C	E
		WBR	C	D	C	D	C	D
	MALLORY	NBL	C	D	C	E	D	E
		NBT	C	C	C	C	C	C
		NBR	C	C	C	C	C	C
		SBL	C	D	C	D	D	F
		SBT	B	C	C	C	C	C
		SBR	B	C	B	C	B	C

ROUNDBOUT DESIGN	DIRECTION		2020		2030		2040	
			AM	PM	AM	PM	AM	PM
			LOS	LOS	LOS	LOS	LOS	LOS
	LIBERTY	EBL	A	B	A	B	A	F
		EBT	A	A	A	B	A	C
		EBR	A	A	A	B	A	C
		WBL	A	B	A	B	B	D
		WBT	A	A	A	B	A	C
		WBR	A	A	A	B	A	C
	MALLORY	NBL	A	B	B	B	B	C
		NBT	A	A	A	A	A	B
		NBR	A	A	A	A	A	B
		SBL	A	A	A	A	A	A
		SBT	A	A	A	A	A	A
		SBR	A	A	A	A	A	A



Multiple Traffic Studies/Analyses (2019 vs 2025)

- Original design consultant utilized traffic data prior to having the completed regional 2021 Cool Springs Transportation Network Study
- In late 2024, a new consultant (RK&K) was selected to take over and complete the roundabout design
 - Staff and Consultant wanted to verify current 2025 traffic data & vehicle delay and include the Cool Springs Transportation Study data (incorporating various development changes in land use over the past few years)
- The new RK&K 2025 traffic analysis shows that the roundabout design has extreme vehicle delay that does not meet City standards within the next 10 years (should all approved development get built & with current growth rates)
- A signalized Intersection functions better in the long term, because the roundabout has a maximum allowable design radius (ROW constraints hamper the ability to properly size the Liberty-Mallory roundabout to allow proper vehicle gaps)



RK&K Traffic Analysis Comparison

- Future Year 2050 build conditions for the roundabout versus traffic signal

Roundabout

Table 7: Future Year (2050) Build Condition Analysis Results – Alternative 1 Roundabout

Intersection	Approach	Movement	Volume to Capacity Ratio (V/C)		Delay (s/veh)		LOS		SimTraffic 95 th Percentile Queue Length (ft.)	
			AM	PM	AM	PM	AM	PM	AM	PM
Liberty Pike at Mallory Lane (Roundabout)	EB	EBL	1.35	2.02	176.9	475.3	F	F	2,170	2,995
		EBT	1.35	2.02	170.9	468.8	F	F	2,255	3,525
		EBR	1.35	2.02	170.7	468.5	F	F	2,255	3,525
		Approach	1.35	2.02	172.6	470.7	F	F	2,255	3,525
	WB	WBL	0.99	1.75	43.1	357.9	D	F	495	3,495
		WBT	0.99	1.75	36.8	351.8	D	F	510	3,735
		WBR	0.99	1.75	36.3	351.5	D	F	510	3,735
		Approach	0.99	1.75	37.7	352.6	D	F	510	3,735
	NB	NBL	1.77	1.06	363.4	59.9	F	E	2,010	565
		NBT	1.77	1.06	357.5	53.9	F	D	2,410	610
		NBR	1.77	1.06	357.0	53.4	F	D	2,410	610
		Approach	1.77	1.06	357.7	54.3	F	D	2,410	610
	SB	SBL	0.43	0.96	15.0	34.4	B	C	65	370
		SBT	0.43	0.96	8.1	26.0	A	C	70	425
		SBR	0.43	0.80	6.9	11.3	A	B	65	210
		Approach	0.43	0.96	9.0	22.5	A	C	70	425
	Overall		1.766	2.015	155.0	232.7	F	F	2,410	3,735

Signalized Intersection

Table 8: Future Year 2050 Build Condition Analysis Results -Traffic Signal

Intersection	Approach	Movement	Volume to Capacity Ratio (V/C)		Delay (s/veh)		LOS		SimTraffic 95 th Percentile Queue Length (ft.)	
			AM	PM	AM	PM	AM	PM	AM	PM
Liberty Pike at Mallory Lane (Traffic Signal)	EB	EBL	0.66	0.90	20.6	69.2	C	E	185	335
		EBT	0.80	0.76	32.5	37.4	C	D	315	460
		EBR	0.11	0.15	19.2	21.7	B	C	65	125
		Approach	-	-	28.5	45.9	C	D	-	-
	WB	WBL	0.47	0.89	24.9	66.1	C	E	100	430
		WBT	0.56	0.97	29.9	56.9	C	E	275	850
		WBR	0.44	0.36	29.1	21.2	C	C	155	465
		Approach	-	-	28.9	54.2	C	D	-	-
	NB	NBL	0.11	0.55	28.9	58.1	C	E	125	195
		NBT	0.77	0.88	44.4	58.4	D	E	280	365
		NBR	0.90	0.57	62.0	29.9	E	C	240	280
		Approach	-	-	49.3	49.3	D	D	-	-
	SB	SBL	0.41	1.01	31.9	101.9	C	F	80	380
		SBT	0.38	0.99	35.8	71.3	D	E	135	1,025
		SBR	0.58	1.05	30.4	84.8	C	F	120	510
		Approach	-	-	32.9	81.8	C	F	-	-
	Overall		-	-	34.1	59.6	C	E	-	-



Proposed Scoping Change

- Staff is proposing to utilize the ultimate signal design build in lieu of the BOMA approved roundabout design, based off RK&K's 2025 traffic analysis and recommendations.
- The original traffic data and consultant analysis skewed the roundabout option as the optimal design, but that is no longer the case based on the following:
 - Updated 2025 traffic data collected in field
 - Inclusion of the 2021 Cool Springs Transportation Network Study data
 - RK&K's re-evaluation using the future design year of 2050 instead of 2040.
 - Using COF future year growth rates that better reflect development in Franklin, instead of the standard GNRC supplied regional growth rates
- Additional Considerations:
 - No real-world ROW impacts/differences between the signalized intersection build-out versus the current undersized roundabout design. A properly sized roundabout design is constrained because of ROW limitations (see example KVB roundabout, next slide).
 - Construction costs decrease from \$16.8MM (roundabouts) to around half of that (depending upon the TBD final signal design layout).
 - Roundabout at Stanwick is eliminated. Will continue to be unsignalized.



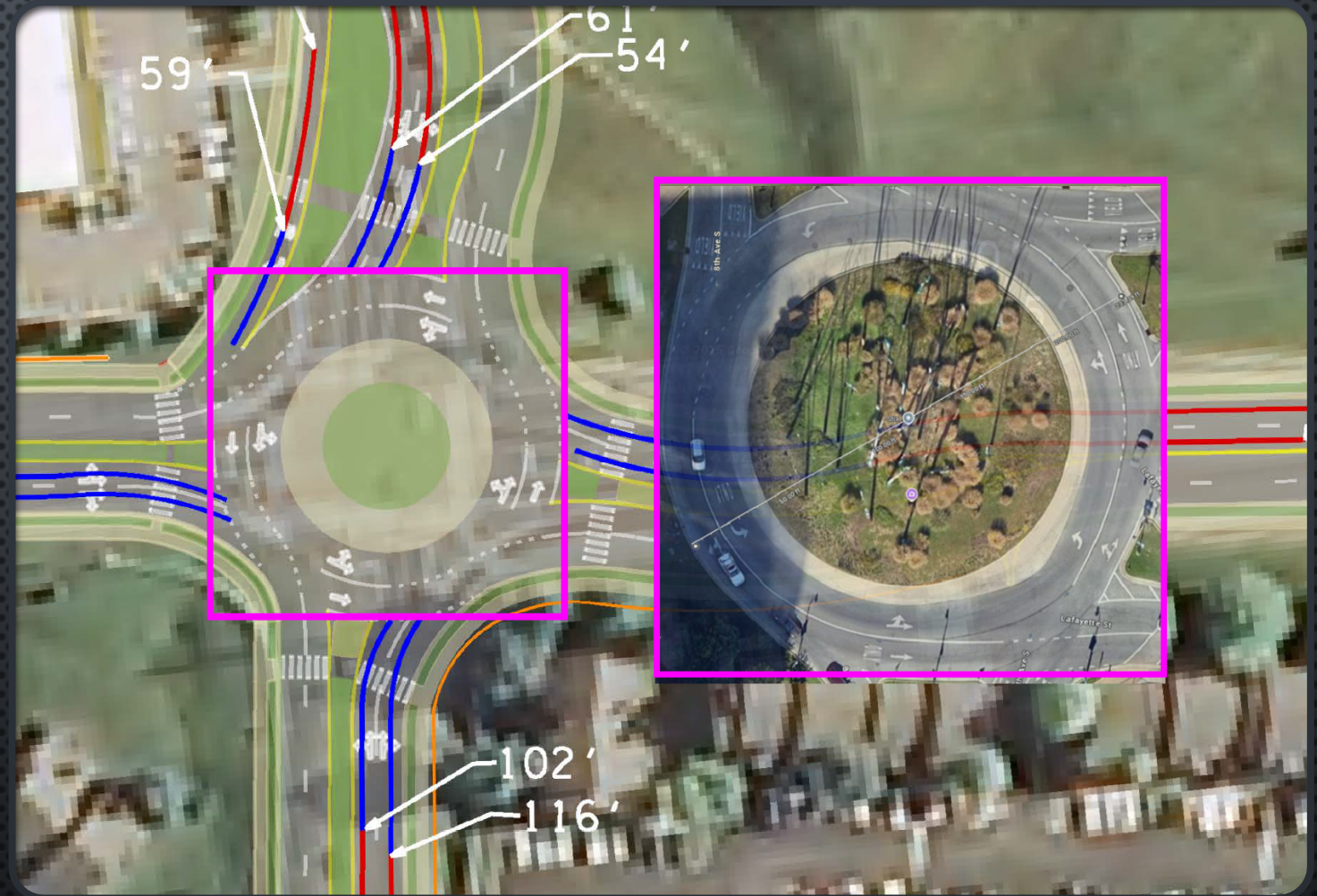
NASHVILLE'S KOREAN VETERANS BOULEVARD (KVB) ROUNDABOUT COMPARISON

- THE KVB ROUNDABOUT IS SIMILAR IN CONCEPT TO THE PROPOSED ROUNDABOUT DESIGN OF LIBERTY PIKE & MALLORY LANE. BOTH ARE DUAL-LANE ROUNDABOUTS, WITH COMPARABLE ADT COUNTS.

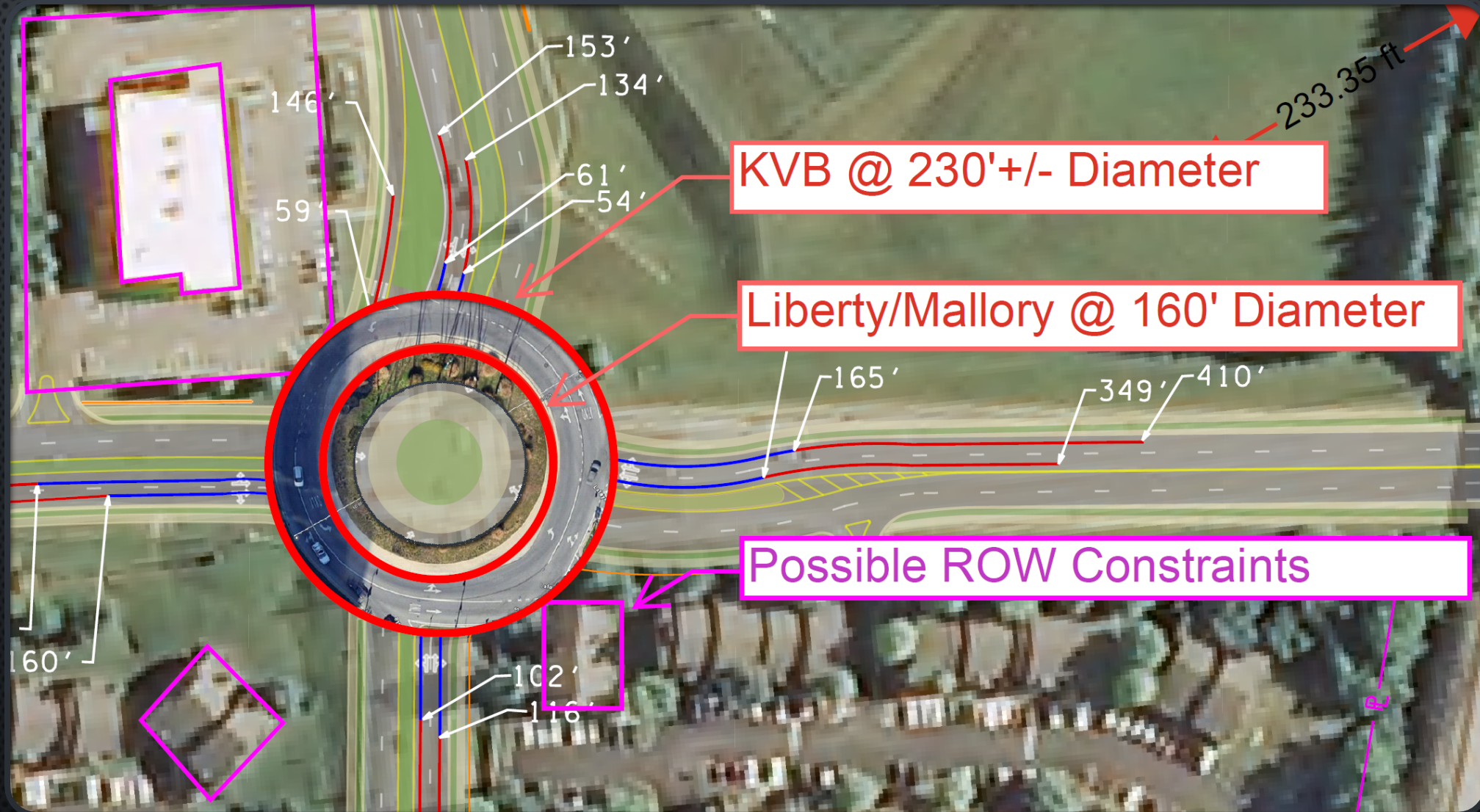


NASHVILLE'S KOREAN VETERANS BOULEVARD (KVB) ROUNABOUT COMPARISON

- LIBERTY PIKE & MALLORY LANE AS DESIGNED (WITH ROW CONSTRAINTS) HAS A 160' INSCRIBED TRAVEL LANE DIAMETER (NOT INCLUDING SIDEWALK EXTENTS)
- KVB HAS A 230'+/- INSCRIBED TRAVEL LANE DIAMETER FOR A SIMILAR DUAL LANE ROUNABOUT (NOT INCLUDING SIDEWALK EXTENTS)
- FOR A LIBERTY PIKE & MALLORY LANE ROUNABOUT TO BE DESIGNED AND FUNCTION PROPERLY, IT WOULD NEED TO BE AT LEAST THE EQUIVALENT SIZE OF KVB, IF NOT LARGER.



NASHVILLE'S KOREAN VETERANS BOULEVARD (KVB) ROUNDABOUT COMPARISON



Continued Use of Roundabouts in Franklin

- While it is disappointing that Staff spent so much time on developing the roundabout solution for the Liberty Pike & Mallory Lane Intersection Improvements project, the updated data shows that the roundabout design fails sooner rather than later.
- Staff want to continue to utilize roundabouts in Franklin where they can be designed and implemented appropriately.
- Roundabouts are still great solutions when the traffic demand and available ROW allow for proper sizing.



Questions or Comments?

