City of Franklin

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

Meeting Agenda

Work Session

Tuesday, November 11, 2025 | **4:30 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@franklintn.gov before noon on the day of the meeting. Comments will be submitted for the record.

WORK SESSION DISCUSSION ITEMS

1. Development Activity Report

   Sponsors: Michael Walters Young, Katherine Harelson

2. *Consideration Of Liquor License For Baam Franklin, LLC, DBA Corner Wine & Spirits, Owned By Aldon McGaugh (Managing Agent) 1110 Hillsboro Road Ste A120, Franklin, TN 37064

   Sponsors: Angie Skarp

3. *Consideration Of Liquor License For Franklin Bottle Shop, LLC, DBA Franklin Bottle Shop, Owned By Bhupinder Tung (Managing Agent) 1556 West McEwen Dr Ste 102, Franklin, TN 37067

   Sponsors: Angie Skarp

4. Consideration Of Certificate Of Compliance For Liquor License For The Whiskey Wonderland, Owned By Hiral Patel & Pareshkumar Patel (Managing Agents) 595 Hillsboro Road, Suite 327, Franklin, TN, 37064

   Sponsors: Angie Skarp

5. *Consideration Of Revised Addendum 2 To COF Contract No. 2013-0041, With Williamson County And Chartwell Hospitality For Conference Center Operating Agreement For Cool Springs Conference Center
   WS 8/26/25
   BOMA 9/9/25, 8-0

   Sponsors: Eric Stuckey, Kristine Brock

6. *Consideration Of Ordinance 2025-25, AS AMENDED, An Ordinance To Amend As Part Of An Annual Update Various Chapters Of The Franklin Zoning Ordinance Text, Including Overlay Districts, Signage, Uses, Streetlights, Performance Agreements, Floodplain Regulations, State Law Changes, And To Amend The Zoning Map, Including Rezoning Of 171 Hillhaven Lane and 370 Franklin Road To The Civic

Institutional District And 171 Hillhaven Lane To The Historic Preservation Overlay District
FMPC 8/28/25, 7-0 (as amended); 10/23/25, 9-0 (as amended)
WS 9/9/25
BOMA 9/24/25, 7-1 (as amended)

Sponsors: Emily Wright, Kelly Dannenfelser

7. Consideration Of Resolution 2025-91, A Resolution To Initiate A Study At The Request Of The Property Owner For A Plan Of Services For A Potential Future Annexation Of 79.89 Acres, For Property Located South Of Hillview Lane And West Of Columbia Pike. Establishing A Public Hearing On December 9, 2025

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

8. Consideration Of Resolution 2025-84, A Resolution Approving A Revised Development Plan For West Franklin Park PUD Subdivision, With One Modification of Development Standards (Parking), For The Property Located North Of McEwen Drive And East Of Interstate 65, At 6100 And 6700 Tower Circle. Establishing A Public Hearing On December 9, 2025
FMPC 10/23/25, 9-0 (MOS 1: 9-0)

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

9. *Consideration Of COF Contract No. 2025-0164, An Interlocal Agreement Between Williamson County, Tennessee, And The City Of Franklin, Tennessee, To Establish The Terms And Financial Responsibilities For The Provision Of Firefighting And Emergency Response Services Located Outside The City's Boundary And Within The Surrounding Unincorporated Area

Sponsors: Glenn Johnson

10. *Consideration Of COF Contract No. 2025-0216, With KFT Fire Trainer For Provision Of Recommended Repairs To The Burn Building At The Franklin, TN Fire Department Training Center

Sponsors: Glenn Johnson

11. Discussion Of Partnership Opportunity With Tennessee Department Of Transportation For The Intersection Improvements At Mack Hatcher Parkway And Royal Oaks Boulevard

Sponsors: Eric Stuckey, Walter Denton, Vernon Gerth, Paul Holzen

12. *Consideration Of Ordinance 2025-48, An Ordinance To Establish All-Way Stop Control At The Intersection Of Spencer Creek Road, Wheaton Hall Lane And Clareece Park Lane

Sponsors: Paul Holzen

13. *Consideration Of Resolution 2025-87, A Resolution Authorizing The Execution Of COF Contract No. 2025-0262 With Grayco Constructors, LLC For Echelon/Lockwood Glen Site Infrastructure Project Completion - Grading Contractor Services

Sponsors: Paul Holzen, Jimmy Wiseman

14. Discussion Concerning The Peytonsville Road Improvements Project

Sponsors: Paul Holzen, Vernon Gerth, Walter Denton

15. Consideration Of Resolution 2025-69, A Resolution Endorsing The Creekside Master Plan And Supporting The Preservation, Interpretation, And Connectivity Of The Thomas Shute House Surrounding Property
    JCW 9/25/25
    FMPC 9/25/25, 9-0
    Sponsors: Lisa Clayton, Heather Eusebio

16. Consideration Of COF Contract No. 2025-0139, With Vermont Systems For Recreation Software, RecTrac

    Sponsors: Lisa Clayton, Suzanne Carter, Janey Mason

17. Consideration Of COF Contract No. 2025-0493, With LDA Engineering For State Revolving Fund Loan Assistance For The Design Of The Pearl Park Clean Water Facility And AssistanceWith Development Of SRF Funding For Collection System Piping Replacement

    Sponsors: Michelle Hatcher

18. *Consideration To Grant Sanitary Sewer Availability For 1359 Caroline Circle (Map 89O, Parcel 21.03)

    Sponsors: Michelle Hatcher

19. *Consideration To Deny Sewer Availability For 1104 Ridgeway Drive (Map 79M, Parcel 2.00)

    Sponsors: Michelle Hatcher

20. *Consideration To Deny Sewer Availability For 2625 McLemore Road (Map 132, Parcel 6.01)

    Sponsors: Michelle Hatcher

OTHER BUSINESS

ADJOURN

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

City of Franklin

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

File #: 21-01315

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michael Walters Young, Chief Budget & Performance Officer
Katherine Harelson, Budget & Performance Analyst

SUBJECT:

Development Activity Report

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

Each quarter, the Board of Mayor and Aldermen receives a report summarizing development activity within the community. During the third quarter, development activity has remained steady, with permitting levels closely aligning with those observed in 2024. Although impact fees have decreased compared to the third quarter of 2024, this change reflects variations in the types of developments rather than an overall decline in activity. To date, the total construction value for permitted projects stands at $649.3 million, indicating that 2025 continues to be a year of strong investment in the community.

In addition, the Board of Mayor and Aldermen requested quarterly updates on staff's progress in implementing recommendations from the Development Customer Survey. Since the beginning of the year, staff has engaged in extensive internal discussions and collaborated with the Development Services Advisory Commission. These efforts have produced several key initiatives, including:

- The development of a draft customer satisfaction survey to be distributed at various stages of the development process;
- A redesign of development maps to enhance public accessibility; and

- The formation of a focus group dedicated to evaluating all development-related processes for accessibility, efficiency, and overall effectiveness.

This update will also provide data from the first month of customer satisfaction survey responses, along with progress updates on each of the initiatives listed above.

FINANCIAL IMPACT:

There is no financial impact on this item.

RECOMMENDATION:

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

HISTORIC
FRANKLIN
TENNESSEE

BOMA WORK SESSION –

DEVELOPMENT ACTIVITY REPORT



OVERVIEW

3rd Quarter Development Activity

July - September 2025

- Permitting Activity
- Permit & Impact Fees
- Housing & Construction Costs

2025 Year-To-Date Development Activity

January - September 2025

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

Survey Response Update

Next Steps



2025: THIRD QUARTER



THIRD QUARTER PERMITTING ACTIVITY

	2021	2022	2023	2024	2025
Building Permits	252	303	257	343	246
Trade Permits	1,092	1,114	1,269	1,504	1,350
Fire Permits	N/A	N/A	49	83	112

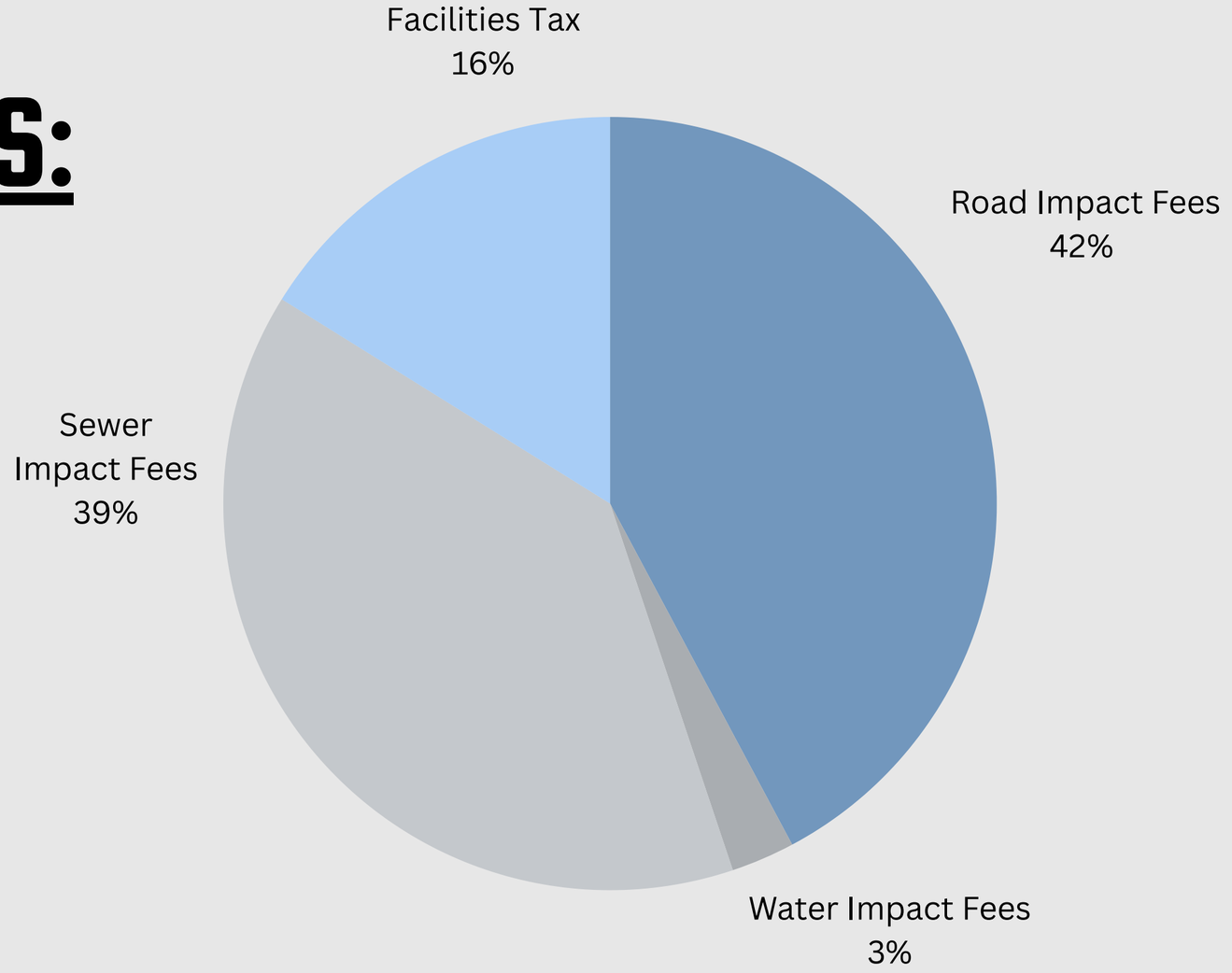
- Building permit activity in the third quarter of the calendar year remained stable and comparable to the last five years.

- Fire permits were introduced in 2023 and implemented fully in 2024. These permits were created to help separate fire suppression from the building permit so that it is easier for applicants.



PERMIT AND IMPACT FEES: THIRD QUARTER

- **Permit Fees:** $494,275
- **Road Impact Fees:** $621,264
- **Water Impact Fees:** $39,194
- **Sewer Impact Fees:** $574,305
- **Facilities Tax:** $237,606



HOUSING & CONSTRUCTION COSTS: THIRD QUARTER

New Dwelling Units Under Construction

Single Family	Townhome	Multifamily
48 units	22 units	0 units

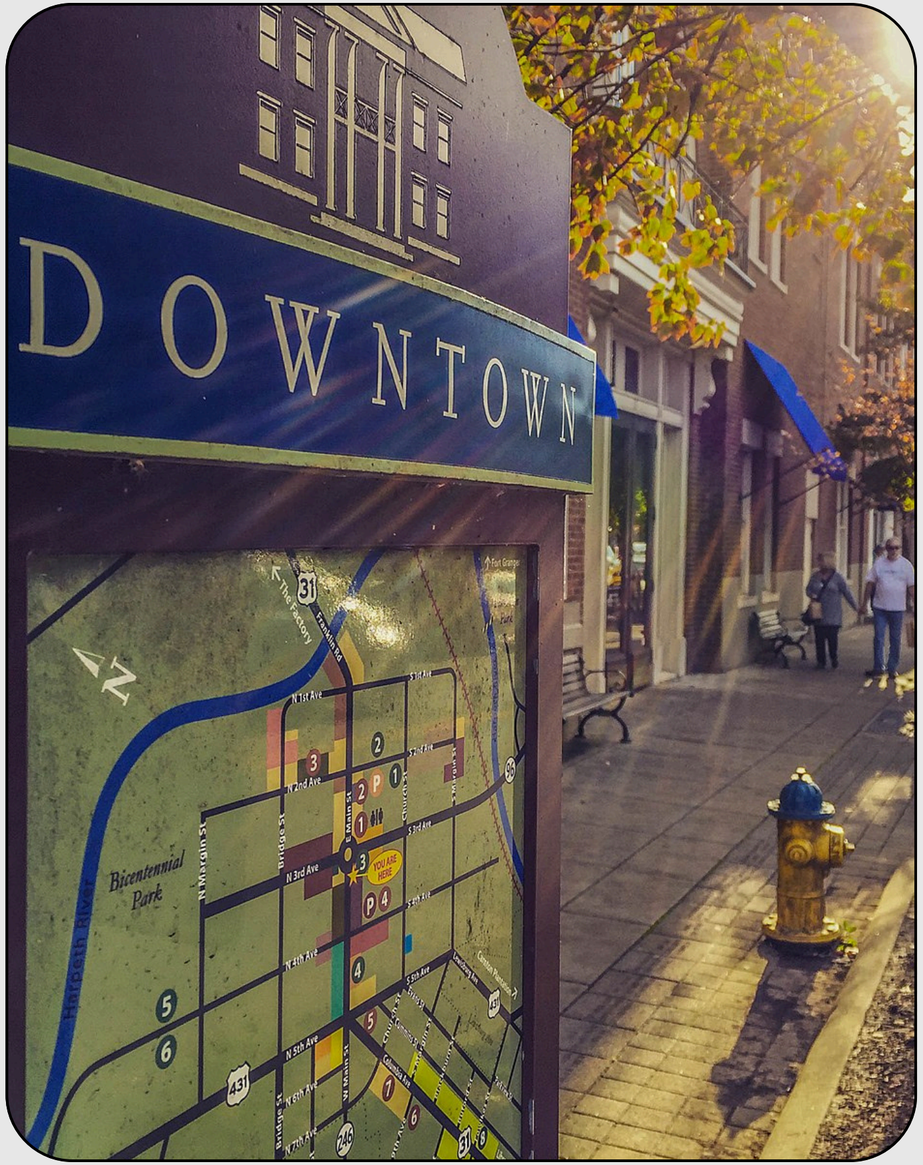
Construction Values

Residential	Non-Residential	Total
$53,258,139	$67,822,206	$121,080,345

Westhaven Active Adult and Astor Club



YEAR TO DATE...


DOWNTOWN
Bicentennial Park
YOU ARE HERE
N 1st Ave
N 2nd Ave
N 3rd Ave
N 4th Ave
N 5th Ave
N 6th Ave
N 7th Ave
S Main St
S Orange Ave
Bridge St
W Main St
Garden St
Church St
Cuyler St
Lincoln Park
Fort Grange Park
The Factory
Tramway
Harpeth River
31
431
245
N

2025 YTD PERMITTING ACTIVITY

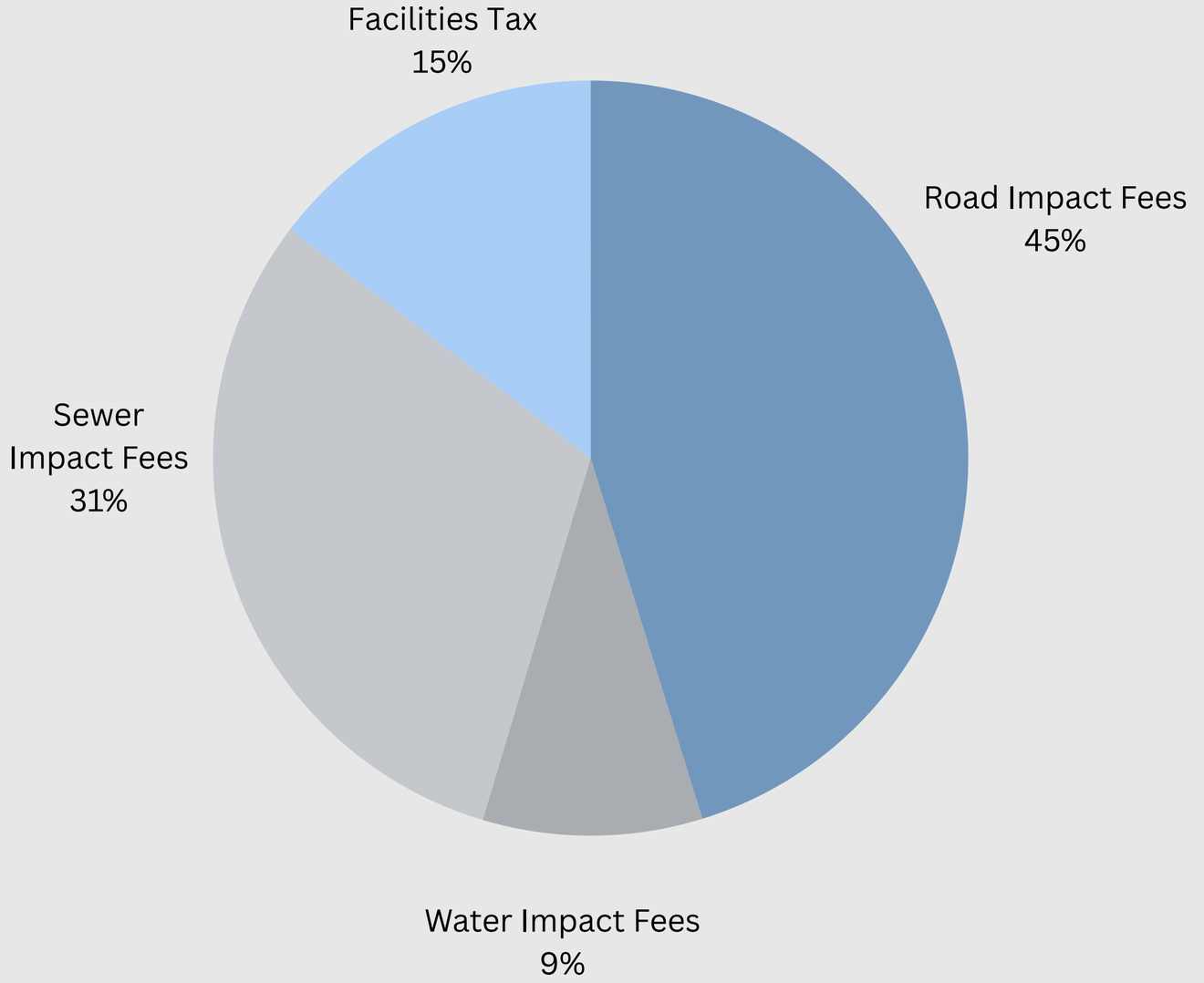
	2021	2022	2023	2024	2025
Building Permits	876	885	752	925	823
Trade Permits	3,552	3,523	3,334	4,093	4,075
Fire Permits	N/A	N/A	51	236	320

- 2025 continues to be on pace with the previous five calendar years.
- These numbers highlight a healthy development pipeline, where many projects that complete the entitlement process are advancing to construction.



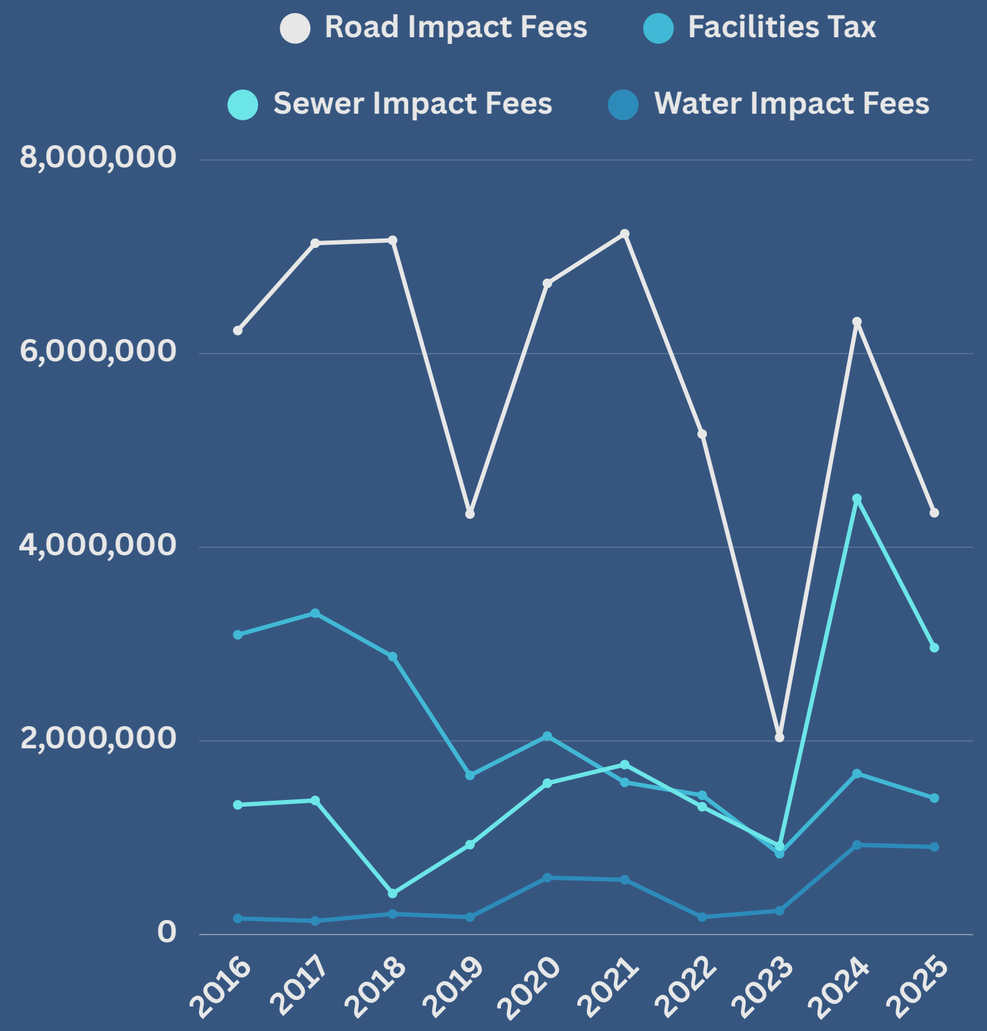
2025 YTD PERMIT AND IMPACT FEES

- **Permit Fees:** $1,933,463
- **Road Impact Fees:** $4,355,867
- **Water Impact Fees:** $905,158
- **Sewer Impact Fees:** $2,962,137
- **Facilities Tax:** $1,409,743



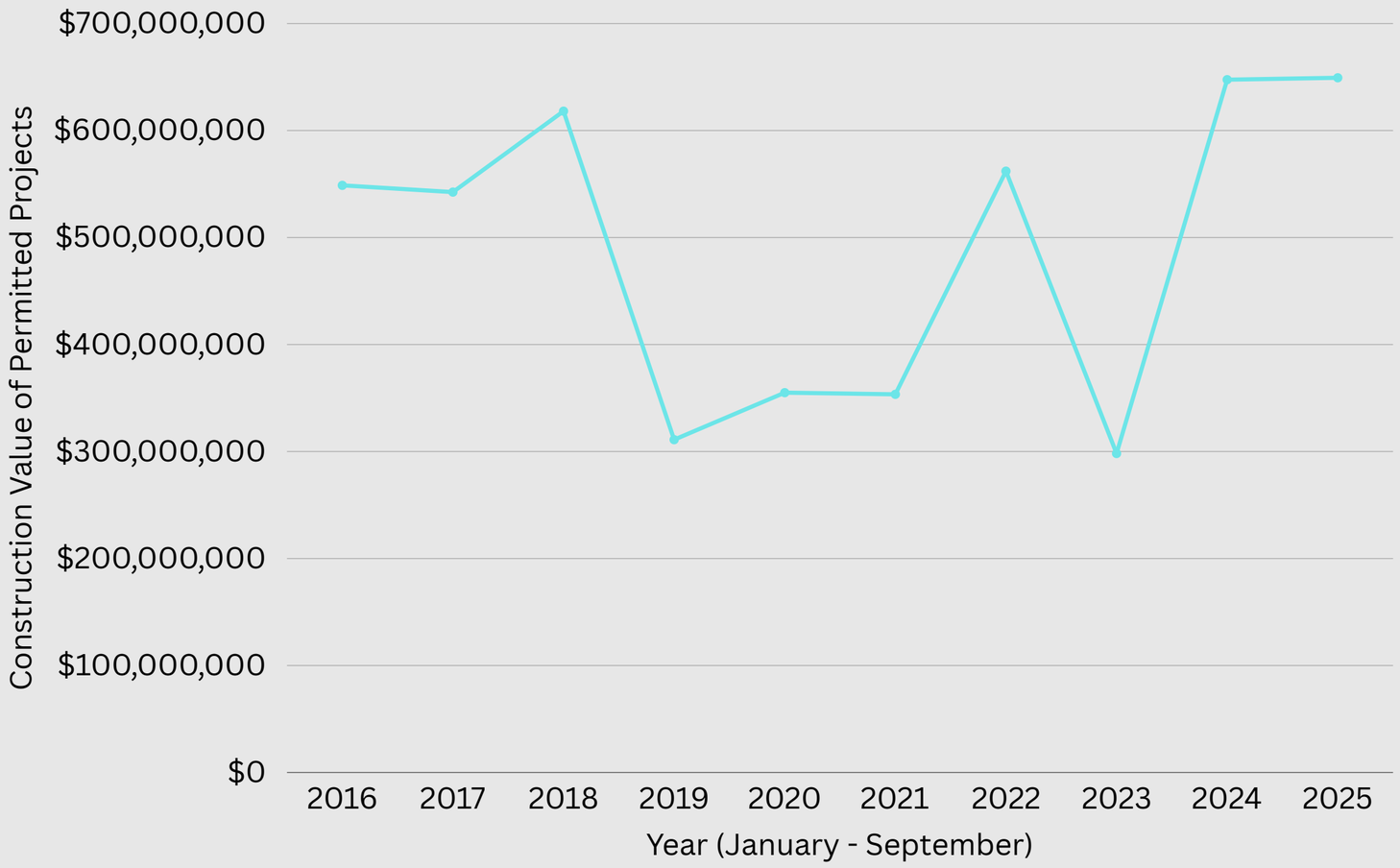
Impact Fees over the Last Decade

2016 - 2025
(January - September)

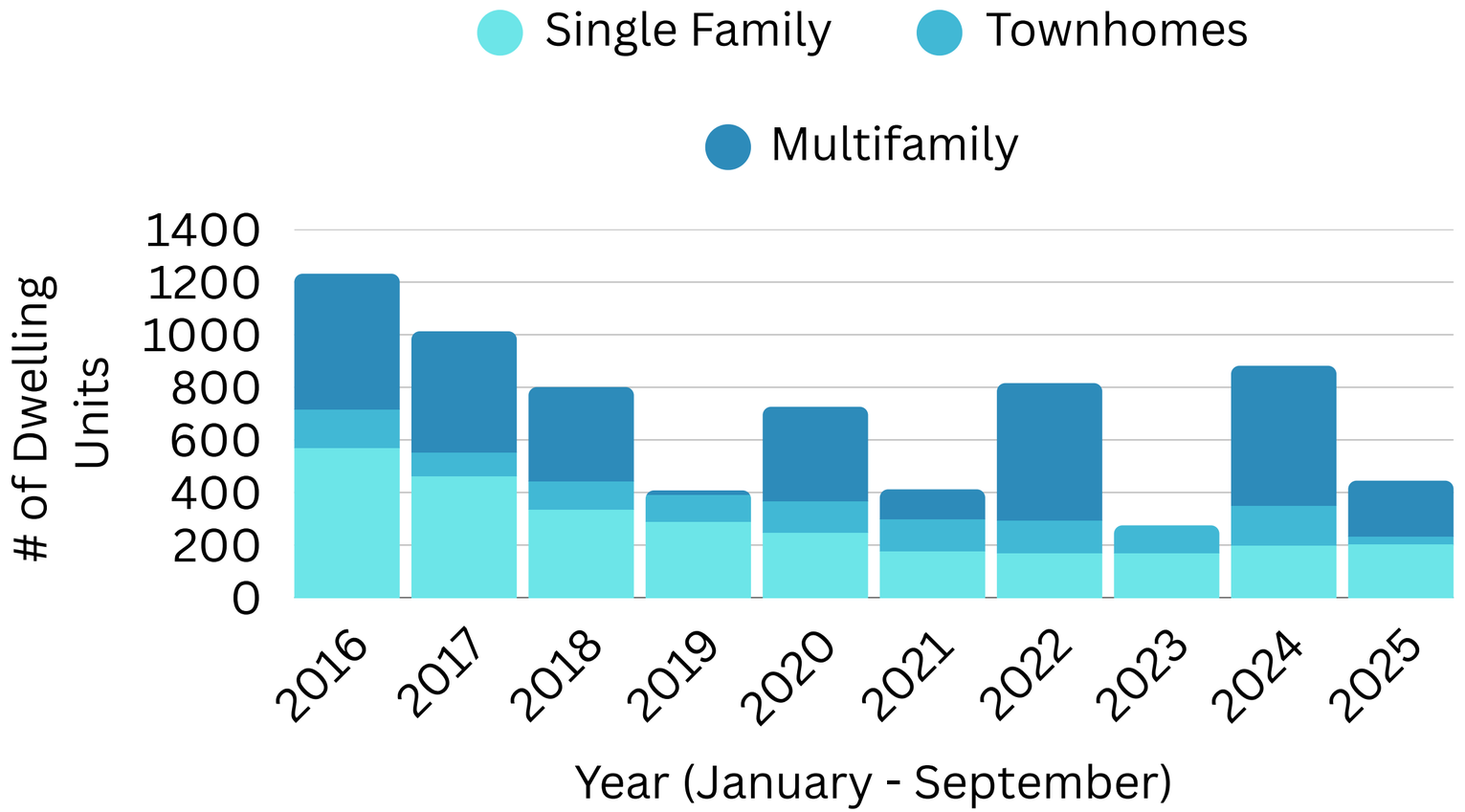


YTD Construction Value Trends

- The City of Franklin has permitted construction projects with **a total value of $649.3 million** in the first three quarters of the calendar year.
- The City is currently on track to have another strong year similar to 2024.



YTD HOUSING TRENDS (JANUARY – SEPTEMBER)





DEVELOPMENT SURVEY FOLLOW-UP

Quarterly Update

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

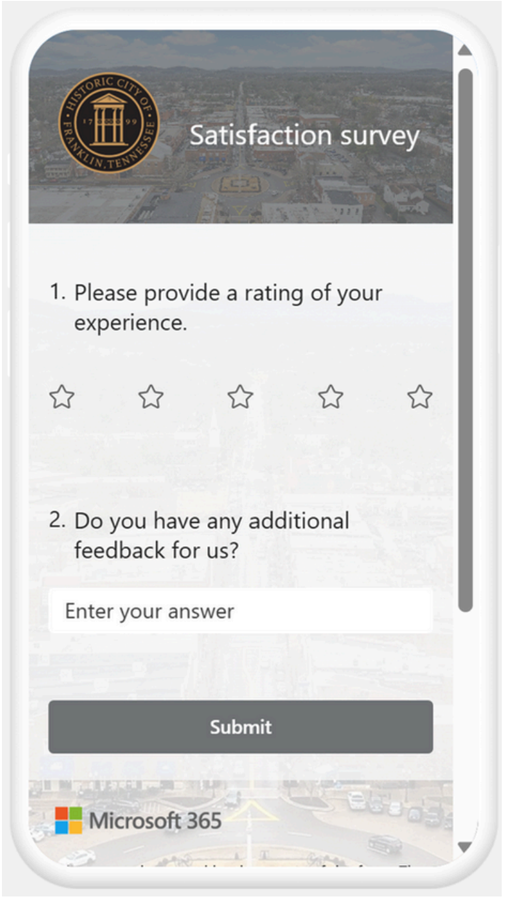
QR CODES – MINI SURVEYS

The mini surveys went live in early October!

Total Responses	**7**
Average Rating	**5 Stars**

"I really appreciate the time that staff takes to answer calls or call back right away. *Everyone is really helpful and patient with any questions i have. Please tell staff great job." - Anonymous Responder*

Mobile View

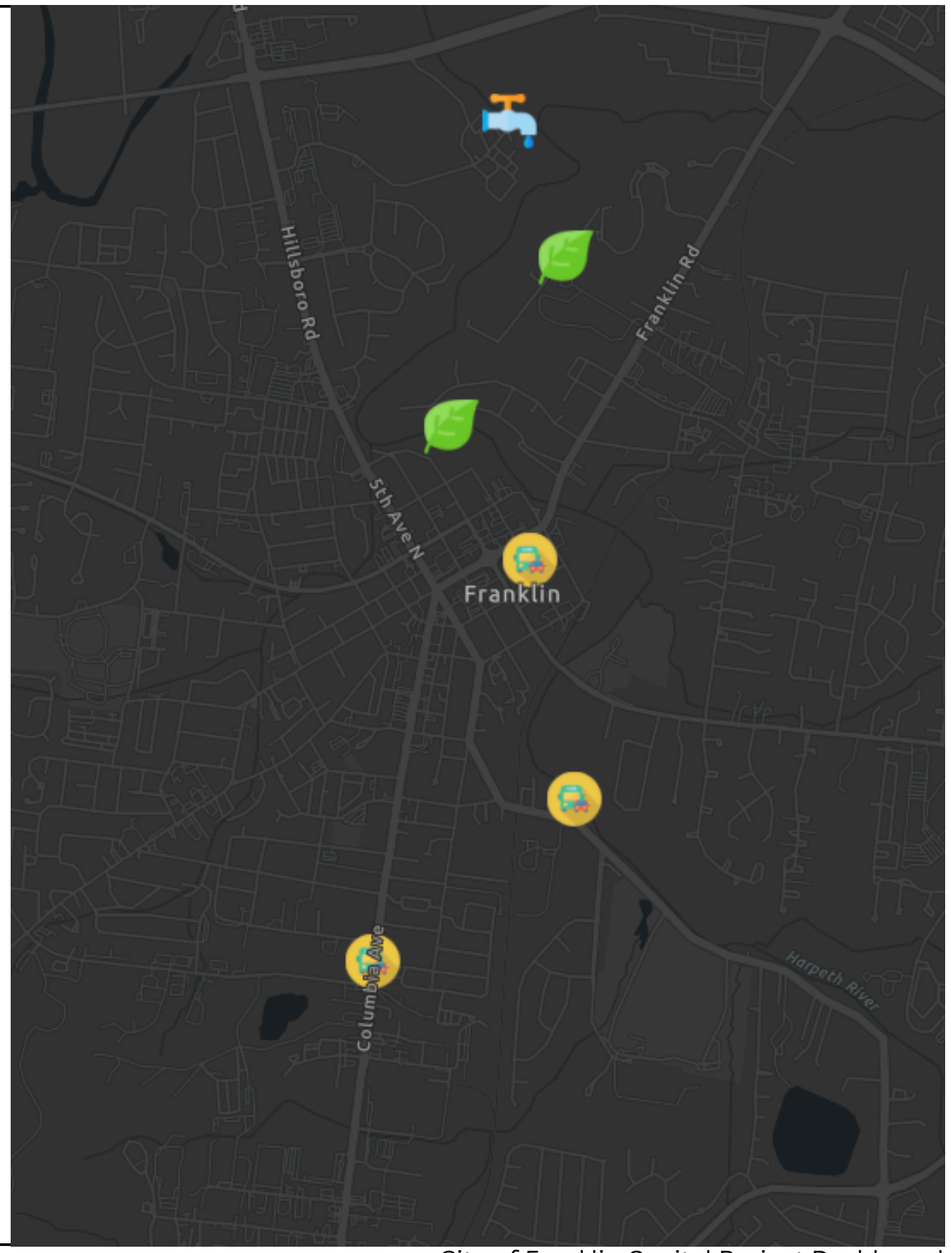


OTHER UPDATES – FOCUS GROUP AND ENHANCING TRANSPARENCY

Development Process Focus Group - Staff is continuing to meet and discuss different process elements internally. The goal is to bring new ideas to the Development Services Advisory Commission in the new year.

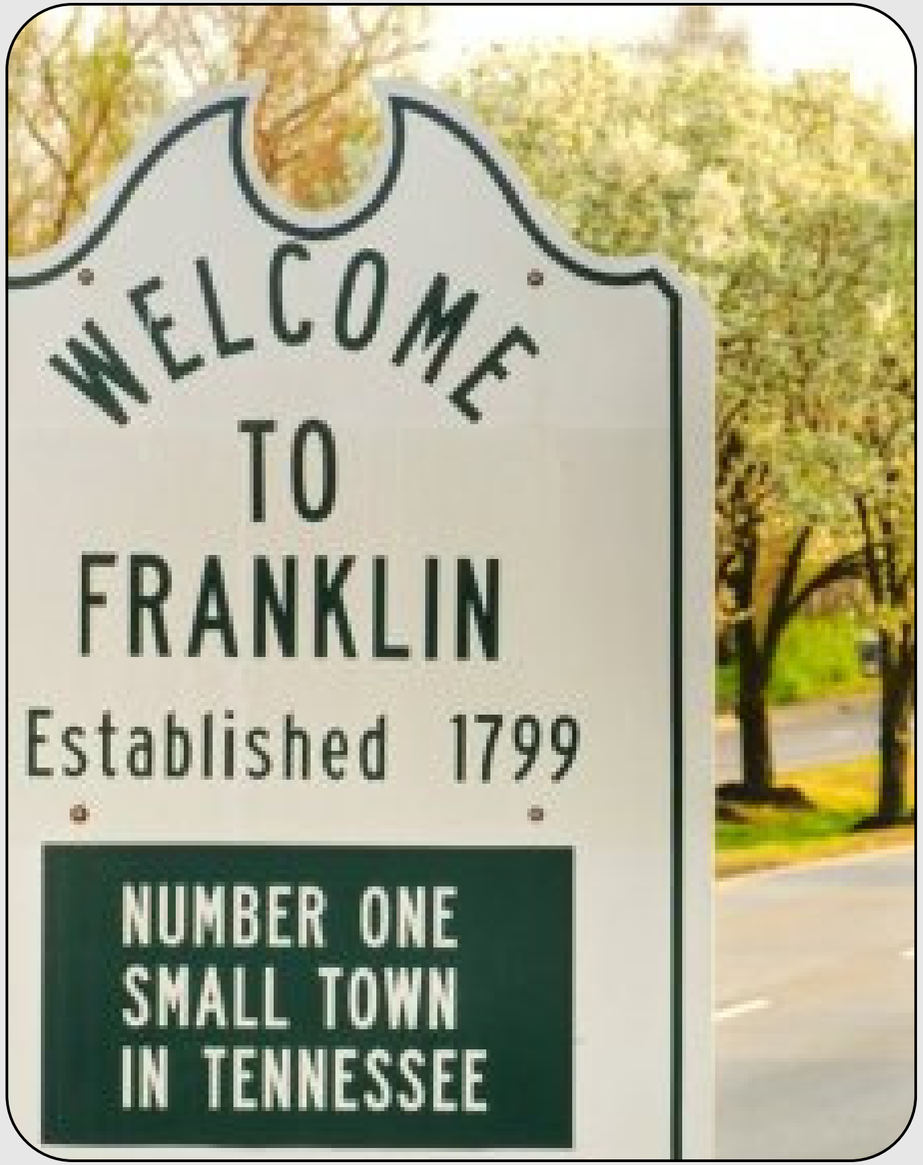
Development Maps - Staff is continuing to look at different ways to display current development data to the community in a more digestible format. Staff has met and received preliminary feedback on the design concept from the Development Services Advisory Commission at the November 4th meeting.

Annual Development Report - Staff is exploring ways to include additional data that provides a more comprehensive picture of development in Franklin.



City of Franklin Capital Project Dashboard

THANK YOU!


WELCOME
TO
FRANKLIN
Established 1799
NUMBER ONE
SMALL TOWN
IN TENNESSEE

City of Franklin

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

File #: 21-01295

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Angie Skarp, City Recorder

SUBJECT:

*Consideration Of Liquor License For Baam Franklin, LLC, DBA Corner Wine & Spirits, Owned By Aldon McGaugh (Managing Agent) 1110 Hillsboro Road Ste A120, Franklin, TN 37064

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning change of ownership of a liquor store and correlating certificate of compliance at 1110 Hillsboro Road Ste A120, Franklin, TN.

BACKGROUND/STAFF COMMENTS:

A retail liquor license certificate request has been received for the location at 1110 Hillsboro Road Ste A120, Corner Wine & Spirits. A City of Franklin Retail Certificate is required for the owners to obtain their Tennessee ABC license. This request is related to the sale of an existing liquor store to a new owner.

In accordance with policy, a background record check was performed by the Franklin Police Department. All applicants meet the requirements to hold a retail liquor license in the Stat of Tennessee.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the certificate of compliance at an existing liquor store location related to the sale of said business to Baam Franklin, LLC.

ADMINISTRATION

Angie Skarp, CMC
City Recorder

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

HISTORIC
FRANKLIN
TENNESSEE

CERTIFICATE OF COMPLIANCE
RETAIL LIQUOR STORE

Baam Franklin, LLC - 1110 Hillsboro Rd Ste A120, Franklin, TN 37064

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of Baam Franklin, LLC, D/B/A Corner Wine and Spirits, owned by Aldon McGaugh (managing agent), who has made an application for a retailer's license to handle alcoholic beverages at 1110 Hillsboro Rd Ste A120, Franklin, TN 37064, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;

2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.

3. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This, the 11th Day of November 2025.

_____
Dr. Ken Moore, Mayor
City of Franklin

ATTEST: _____
Angie Skarp, City Recorder

City of Franklin

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

File #: 21-01303

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Angie Skarp, City Recorder

SUBJECT:

*Consideration Of Liquor License For Franklin Bottle Shop, LLC, DBA Franklin Bottle Shop, Owned By Bhupinder Tung (Managing Agent) 1556 West McEwen Dr Ste 102, Franklin, TN 37067

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning change of ownership of a liquor store and correlating certificate of compliance at 1556 West McEwen Dr Ste 102, Franklin, TN 37067.

BACKGROUND/STAFF COMMENTS:

A retail liquor license certificate request has been received for the location at 1556 West McEwen Dr Ste 102, Franklin Bottle Shop. A City of Franklin Retail Certificate is required for the owners to obtain their Tennessee ABC license. This request is related to the sale of an existing liquor store to a new owner.

In accordance with policy, a background record check was performed by the Franklin Police Department. The applicant meets the requirements to hold a retail liquor license in the State of Tennessee.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the certificate of compliance at an existing liquor store location related to the sale of said business to Franklin Bottle Shop, LLC.

ADMINISTRATION

Angie Skarp, CMC
City Recorder

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

HISTORIC
FRANKLIN
TENNESSEE

CERTIFICATE OF COMPLIANCE
RETAIL LIQUOR STORE

Franklin Bottle Shop, LLC - 1556 West McEwen Dr Ste 102, Franklin, TN 37067

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of Franklin Bottle Shop, LLC, D/B/A Franklin Bottle Shop, owned by Bhupinder Tung (managing agent), who has made an application for a retailer's license to handle alcoholic beverages at 1556 West McEwen Dr Ste 102, Franklin, TN 37067, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;

2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.

3. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This, the 11th Day of November 2025.

_____
Dr. Ken Moore, Mayor
City of Franklin

ATTEST: _____
Angie Skarp, City Recorder

City of Franklin

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

File #: 21-01356

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Angie Skarp, City Recorder

SUBJECT:

Consideration Of Certificate Of Compliance For Liquor License For The Whiskey Wonderland, Owned By Hiral Patel & Pareshkumar Patel (Managing Agents) 595 Hillsboro Road, Suite 327, Franklin, TN, 37064

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the transfer of an existing liquor license at 595 Hillsboro Road, Franklin, TN.

BACKGROUND/STAFF COMMENTS:
A retail liquor license certificate request has been received for the location at 595 Hillsboro Road, The Whiskey Wonderland (currently Happy Ours Wine & Spirits). A City of Franklin Retail Certificate is required for the owners to obtain their Tennessee ABC license.

This request is to transfer an existing liquor license at an existing location to a new owner.

In accordance with policy, a background records check is being performed by the Franklin Police Department. The Certificate of Compliance should be contingent upon receiving a clear background check.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the transfer of a liquor license to The Whiskey Wonderland, contingent upon receiving a clear background check.

CERTIFICATE OF COMPLIANCE
RETAIL LIQUOR STORE

The Whiskey Wonderland, 595 Hillsboro Road, Suite 327 Franklin, TN 37064

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of The Whiskey Wonderland owned by Hiral Patel and Pareshkumar Patel (Managing Agents), who has made application for a retailer's license to handle alcoholic beverages at 595 Hillsboro Road, Suite 327, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;

2. The applicant(s) will resume business at the current location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.

3. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This, the 25th Day of November 2025.

_____
Dr. Ken Moore, Mayor
City of Franklin

ATTEST: _____
Angie Skarp, City Recorder

File #: 21-01002

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO

SUBJECT:

*Consideration Of Revised Addendum 2 To COF Contract No. 2013-0041, With Williamson County And Chartwell Hospitality For Conference Center Operating Agreement For Cool Springs Conference Center
WS 8/26/25
BOMA 9/9/25, 8-0

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

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

While BOMA adopted an amendment to this contract on September 9, 2025, the Williamson County Commission adopted a different version on October 6, 2025. This new version with a final maturity of October 14, 2032, is being presented for consideration of BOMA.

FINANCIAL IMPACT:

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

the conference center.

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

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

RECOMMENDATION:

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

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

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

WITNESSETH:

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

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

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

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

1. Owner and Operator agree that the Operating Term of the Agreement is extended from October 15, 2027 to October 14, 2032. The Agreement may not be extended beyond October 14, 2037, unless otherwise permissible by applicable law.
2. Owner and Operator agree that either party has the option to review the terms of the Agreement at staff level at the conclusion of the fifth and tenth years of this Agreement extension.
3. In consideration of Operator's performance hereunder, Owner shall pay to Operator the Operator's fee. For purposes of this Agreement, for the fiscal year beginning July 1, 2025, the monthly fee is $21,880 in accordance with terms set in the 1997 Agreement. The Operator's fee shall escalate on a fiscal year basis at a rate equal to the greater of (i) three percent (3.0%) per year or (ii) the Consumer Price index increase with respect to the prior fiscal year. Operator is authorized to disburse itself from the Agency Account the amounts owing as Fees.
4. All other terms and conditions not otherwise amended above remain in full force and effect.

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

OPERATOR:

CAROTHERS HOTEL PARTNERS, LLC, a Delaware Limited Liability Company

By: _____
Name: _____
Title: _____

OWNER:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore
Mayor

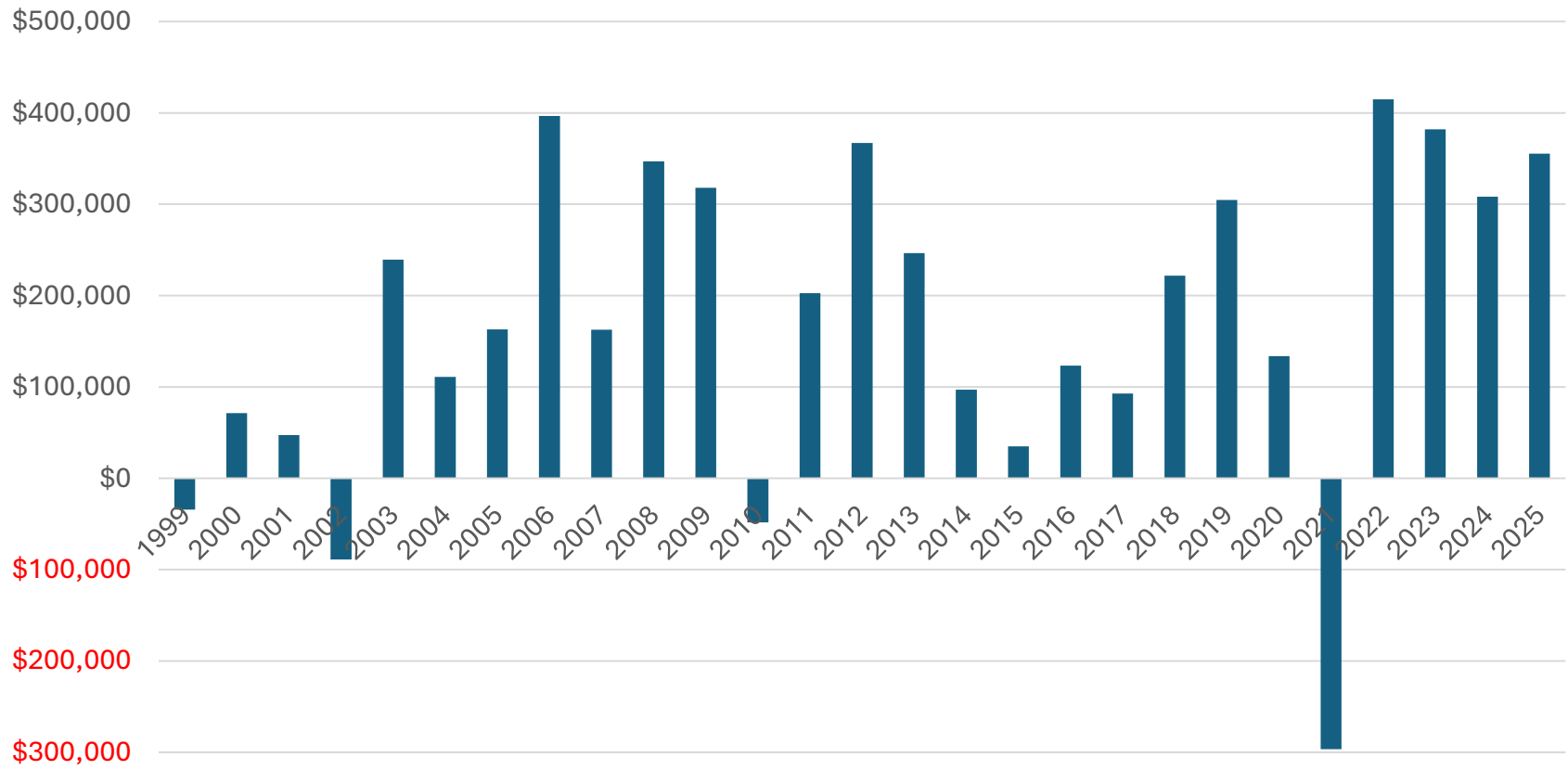
WILLIAMSON COUNTY, TENNESSEE

By: _____
Rogers Anderson
Mayor

WC\Agts\Real Property Agts\Cool Springs Conf Ctr\2025\2025.08.13 Addendum 2 to Op Agt-Cool Springs Conf Ctr K25-565.docx

Cool Springs Conference Center

History of Profit/(Loss) to City of Franklin



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

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

City of Franklin

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

File #: 21-01318

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Kelly Dannenfelser, Asst. Director of Planning

SUBJECT:

*Consideration Of Ordinance 2025-25, AS AMENDED, An Ordinance To Amend As Part Of An Annual Update Various Chapters Of The Franklin Zoning Ordinance Text, Including Overlay Districts, Signage, Uses, Streetlights, Performance Agreements, Floodplain Regulations, State Law Changes, And To Amend The Zoning Map, Including Rezoning Of 171 Hillhaven Lane and 370 Franklin Road To The Civic Institutional District And 171 Hillhaven Lane To The Historic Preservation Overlay District
FMPC 8/28/25, 7-0 (as amended); 10/23/25, 9-0 (as amended)
WS 9/9/25
BOMA 9/24/25, 7-1 (as amended)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the annual Zoning Ordinance update.

BACKGROUND/STAFF COMMENTS:

On October 23, 2025, the FMPC voted to recommend approval of the amended ordinance that keeps the 54-acre utility district (the parcel southwest of Mack Hatcher Parkway and Aldersgate Way) outside of the Historic Preservation Overlay District.

On October 23, 2025, the FMPC voted to amend this ordinance for the Columbia Avenue Overlay District CAO1 along the west side of Columbia Avenue and south of Plaza Street and north of West Fowlkes Street to increase the maximum building height to up to three stories with a ten-foot building stepback on the third floor.

On October 23, 2025, the FMPC voted to amend this ordinance to add a use definition for vape shops to the Definitions Chapter and to regulate them in the Use Regulations Chapter to permit them only in the Heavy Industrial Zoning District with additional use regulations that do not permit them within 500 feet of certain uses.

On October 23, 2025, the FMPC voted to amend this ordinance to request the BOMA to reconsider the proposal to keep the current five-year cumulative timeframe for substantial damage and substantial improvement because the State of Tennessee has stated it will update the State Model Floodplain Ordinance and will likely include a five-year cumulative timeframe. The Commission requested there be dedicated discussion and staff presentation at the BOMA Work Session about this topic.

At the September 23, 2025, BOMA meeting, the BOMA voted to approve this ordinance on first reading with an amendment to change the cumulative timeframe for substantial damage and substantial improvement from five years to one year and to keep the 54 acre utility district (the parcel southwest of Mack Hatcher Parkway and Aldersgate Way) outside of the Historic Preservation Overlay District.

At the August 28, 2025, FMPC meeting, the Commission voted to recommend approval of the ordinance to the BOMA with an amendment to conform with staff's recommendations for the substantial damage and substantial improvement provisions, keeping the language at five years and striking the language to one year for cumulative timeframes in the floodplain.

Each year, the City undertakes a Zoning Ordinance update to maintain the City's development standards and reflect changing conditions. This year's update includes some updates to various Chapters, including the following:

- Signage updates, such as adding halo illumination as a lighting option, allowing canopy signs above the canopy, allowing irregular shapes for hanging/projecting arm signs, and allowing additional flexibility for flags on residential lots.
- A use change to allow for wrecker service in the Light Industrial (LI) district.
- Adding performance bonds as an option in addition to letters of credit and cashier's checks to secure the surety for improvements related to the performance agreements for development project.
- Adding preferred streetlights to reduce light pollution for residential streetlights maintained by Middle Tennessee Electric.
- Revisions related to State law changes regarding the Board of Zoning Appeals and Vesting.
- A change to the cumulative timeframe from 5 years to 1 year for substantial improvement and substantial damage in the floodplain.

This year's update also includes two property rezonings, including one City-owned property (Creekside House) in the Franklin Road Historic District and one owned by Franklin's Charge on Hillhaven Lane that will transferred to City ownership in the future as part of the park at Roper's Knob.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

The Franklin Municipal Planning Commission recommends approval of Ordinance 2025-25 by a vote of 9-0 (as amended).

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2025-25 (as amended) on second reading.

ORDINANCE 2025-25
AS AMENDED

AN ORDINANCE TO AMEND AS PART OF AN ANNUAL UPDATE VARIOUS CHAPTERS OF THE FRANKLIN ZONING ORDINANCE TEXT, INCLUDING OVERLAY DISTRICTS, SIGNAGE, USES, STREETLIGHTS, PERFORMANCE AGREEMENTS, FLOODPLAIN REGULATIONS, STATE LAW CHANGES, AND TO AMEND THE ZONING MAP, INCLUDING REZONING OF 171 HILLHAVEN LANE AND 370 FRANKLIN ROAD TO THE CIVIC INSTITUTIONAL DISTRICT AND 171 HILLHAVEN LANE TO THE HISTORIC PRESERVATION OVERLAY DISTRICT.

WHEREAS, Envision Franklin is the City's long-range plan that guides growth and development in the City; and

WHEREAS, the Franklin Zoning Ordinance regulates uses and sets community development standards for development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) adopted a comprehensive Zoning Ordinance update on December 31, 2019; and

WHEREAS, the City strives to keep the Zoning Ordinance up to date and completes an annual review and ordinance update; and

WHEREAS, on August 28, 2025, the Franklin Municipal Planning Commission (FMPC) voted to recommend approval of this ordinance with an amendment to conform with staff's recommendations for the substantial damage and substantial improvement provisions, keeping the language at five years and striking the language to one year; and

WHEREAS, on September 23, 2025, the BOMA voted to approve this ordinance on first reading with an amendment to change the cumulative timeframe for substantial damage and substantial improvement from five years to one year and to keep the 54-acre utility district (the parcel southwest of Mack Hatcher Parkway and Aldersgate Way) outside of the Historic Preservation Overlay District; and

WHEREAS, on October 23, 2025, the FMPC voted to recommend approval of the amended ordinance that keeps the 54-acre utility district (the parcel southwest of Mack Hatcher Parkway and Aldersgate Way) outside of the Historic Preservation Overlay District; and

WHEREAS, on October 23, 2025, the FMPC voted to amend this ordinance for the Columbia Avenue Overlay District CAO1 along the west side of Columbia Avenue and south of Plaza Street and north of West Fowlkes Street to increase the maximum building height to up to three stories with a ten-foot building stepback on the third floor; and

WHEREAS, on October 23, 2025, the FMPC voted to amend this ordinance to add a use definition for vape shops to the Definitions Chapter and to regulate them in the Use Regulations Chapter to permit them only in the Heavy Industrial Zoning District with additional use regulations that do not permit them within 500 feet of certain uses; and

WHEREAS, on October 23, 2025, the FMPC voted to amend this ordinance to request the BOMA to reconsider the proposal to keep the current five-year cumulative timeframe for substantial damage

and substantial improvement because the State of Tennessee has stated it will update the State Model Floodplain Ordinance and has indicated they will use a five-year cumulative timeframe; and

WHEREAS, this Ordinance includes a text and zoning map amendment, which is in the best interest of the public health, safety, and welfare of the citizens of Franklin, Tennessee.

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

SECTION I. That Chapter 1, Introductory Provisions, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strikethrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

…

1.1.3 Effective Date

This Ordinance was adopted by the Board of Mayor and Aldermen (BOMA) and it became effective on January 1, 202**6** by Ordinance **2025-25**.

…

1.1.6.**R. Uphold Franklin's community character, avoid visual clutter, and protect property values;**

…

1.2.1 Pending Applications

All applications submitted on or after January 1, **2026**~~5~~ shall comply with this Ordinance, including applications submitted for the **March 26, 2026** ~~27, 2025~~ FMPC or administrative agenda.

…

SECTION II. That Chapter 2, Nonconformities, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strikethrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

…

2.3.3.A. The nonconforming structure shall not be enlarged, expanded, or altered in a way that increases the degree of nonconformity. Any proposed expansion must conform to all other applicable standards of this Ordinance. For example:

1. For a building that is located five feet from a side lot line, where this Ordinance requires a ten foot minimum side yard setback, any building addition or increase in building height must comply with the ten-foot setback; ~~and~~

2. For a building that is entirely within a required front yard setback, any building addition must occur only to the rear of the building**; and**~~.~~

3. For a lot where there are two accessory structures and both exceed the maximum size of a minor accessory structure, then the smaller of the two accessory structures shall be considered the nonconforming minor accessory structure and shall not be enlarged or expanded.

…

SECTION III. That Chapter 4, Overlay Zoning Districts, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strikethrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

…

The Zoning Ordinance is hereby amended for Paragraph 4.7.4.B (CAO1) Dimensional Standards to add the following to the bottom of the Building Height table:

Buildings along the west side of Columbia Avenue and south of Plaza Street and north of West Fowlkes Street may be up to three stories when the third story is stepped back at least 10 feet from lower stories

…

4.7.4.C.1.**c Townhouse**

…

SECTION IV. That Chapter 5, Use Regulations, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strikethrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

…

The Zoning Ordinance is hereby amended for Subsection 5.1.3, Permitted Principal Uses by Zoning District to add a half moon, Permitted with Additional Use Regulations per Subsection 5.1.4, for vape shops in HI.

…

5.1.4.AB Vape Shops

1. Vape shops shall not be permitted on any lot within 500 feet of any lot containing the following:

a. Any use in the civic and institutional use classification or property zoned CI;

b. Any dwelling or residential lot;

c. Any use in the recreation use classification;

d. A day care center;

e. A funeral home;

f. A packaged liquor store; or

g. Another vape shop.

2. A vape shop lawfully operating as a conforming use shall not be rendered a nonconforming use by the location subsequent to the commencement of operations of said establishment of a use listed in Clause 5.1.4.AB.1.

…

The Zoning Ordinance is hereby amended for Subsection 5.1.3, Permitted Principal Uses by Zoning District to add a half moon, Permitted with Additional Use Regulations per Subsection 5.1.4, for wrecker service in LI.

…

5.1.4.AE Wrecker Service

In the LI district, a wrecker service is permitted only when the following is met:

1. **Any outdoor parking or storage of wrecked vehicles shall comply with Subsection 13.3.6, Outdoor Storage Areas; and**
2. **Where abutting an existing residential lot or land zoned for any residential use, an opaque screen shall be provided along the periphery of the site that includes a fence or wall of eight feet in height, in addition to any requirements of Chapter 8, Transitional Features.**

…

5.2.7.G Home Occupations

The following home occupations are permitted:

a. Artistic and creative professions, such as artist, author, baker, caterer, event planner, graphic designer, interior designer, recording artist, sewist, songwriter, tailor, or like profession, where business conducted shall be limited to ~~one on-site client at a time.~~ **up to two individuals or one family on-site at a time**. All other client and business contact shall be via phone/internet or off-site;

b. Counseling services that do not provide services to more than two ~~clients~~ **individuals or one family on-site** at a time; ~~however, this shall not preclude a family counseling session, provided that all other provisions of Paragraph 5.2.7.G are followed~~;
c. Office for mobile service provider, such as dog grooming, auto detailing or maintenance, courier service, mobile food vendor, or office for like mobile service, where business conducted shall be limited to ~~one on-site client~~ **no more than two individuals or one family on-site** at a time. All other client and business contact shall be via phone/internet or off site;
…
f. Photography **and videography** services, where services conducted shall be limited to **no more than two individuals or one family** ~~one~~ on-site ~~client~~ at a time.
g. Professional services, such as accountant, architect, attorney, contractor (office only), data entry clerk, engineer, planner, draftsman, Information Technology consultant, management or financial consultant, real estate agent, insurance agent, or like profession, where business conducted shall be limited to **two individuals or one family** ~~one~~ on-site ~~client~~ at a time. All other client and business contact shall be via phone/internet
or off-site;
…
5.2.7.G.3.iv. employ no more than one person **on the premises** who does not reside on the premises;
…

SECTION V. That Chapter 6, Building Types, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strikethrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:
…
6.3 House

Window Shape and Alignment	Vertically proportioned and symmetrically aligned, but exceptions may be approved for particular architectural style**,** e.g. prairie style **or transom windows**

…
The Zoning Ordinance is hereby amended to Sections 6.4, Duplex; 6.5, Multiplex; 6.6, Townhouse;

Window Shape and Alignment	Vertically proportioned and symmetrically aligned**, but exceptions may be approved for transom windows**

…
6.7 Farmstead Residential

Window Shape and Alignment	Vertically proportioned and symmetrically aligned, with proportions similar to those of a historic farmhouse**, but exceptions may be approved for transom windows**

…
6.8 Multifamily Windows…

Window Orientation	Vertically proportioned**, but exceptions may be approved for transom windows**

…
6.9 Commercial/Mixed-Use Building

Window Orientation and Arrangement	Vertically proportioned**, with exceptions for transom windows,** ~~and~~ **symmetrically** ~~vertically~~ aligned

…

6.10 Large-Scale Office Building	
Window Orientation	Vertically proportioned**, but exceptions may be approved for transom windows**
…	
6.11 Large-Scale Retail Building	
Window Orientation **and Arrangement**	Vertically proportioned**, but exceptions may be approved for transom windows,** and symmetrically aligned
~~Window Alignment~~	~~Upper floor windows shall be aligned with those of ground floor~~
…	
6.12 Civic Building	
Window Orientation	Vertically proportioned**, but exceptions may be approved for transom windows**
…	
6.13 Flex Building	
Window Orientation **and Arrangement**	Vertically proportioned**, but exceptions may be approved for transom windows,** and symmetrically aligned

…

SECTION VI. That Chapter 11, Open Space, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strikethrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

…

The Zoning Ordinance is hereby amended to add the following for 11.5 Neighborhood Amenities, 11.6, Pocket Parks, 11.8 Square or Green in the Features category:

Playgrounds **or outdoor games, e.g. chess, checkers, toss the ring**

…

SECTION VII. That Chapter 14, Lighting, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strikethrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

…

14.3.8.B Street lighting shall be designed in accordance with the Transportation and Street Technical Standards and be of a type approved by Middle Tennessee Electric. **When streetlights will be owned and maintained by Middle Tennessee Electric, the City prefers the following street light fixtures for residential streets in order to reduce the amount of light pollution:**

1. Arlington;
2. Granville Post Top with Full Cover;
3. Plan Granville with Lunar Optics; and
4. Town and Country.

…

SECTION VIII. That Chapter 15, Signs, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strikethrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

…

15.1.3 Proportion and Shape

Signs shall not be irregularly shaped**, except for small hanging/projecting signs**.

…

15.1.7 Halo Illumination

A. Halo illumination of signs shall be limited to light emanating from behind the individual letters, numbers, logos, or accent elements, where the light source is concealed and directed only toward the background surface of the sign to create a soft, backlit "halo" effect. The face of all illuminated elements shall be opaque to prevent light from shining through. When halo illumination is used, no other internal or external illumination of the sign is permitted.

B. Halo illumination shall be used only as an accent and shall not increase the sign area by more than 10 percent.

C. The lighting shall be limited to a warm white color and shall not flash, move, change color, be overly bright, or create a nuisance.

D. The sign or light source shall not produce glare or illumination that could distract or interfere with the vision of drivers, cyclists, pedestrians, adjacent property owners, or the general public. Illumination shall be shielded in such as a manner that no direct glare can be seen from any angle.

E. In the CAO1, halo illuminated signs attached to buildings shall only be allowed on the façade facing Columbia Avenue.

F. In the CAO2 and DD districts, halo illuminated signs are prohibited.

G. Any electrical lights or fixtures shall be installed in accordance with Article 600 of the National Electrical Code.

...

15.1.**8**~~7~~ Maintenance

…

15.1.**10**~~9~~ Prohibited Signs

…

The Zoning Ordinance is hereby amended for lighting in Sections 15.4, Band Sign, and 15.10, Monument Sign, as follows:

Lighting	External**,** ~~or~~ internal**, or halo** illumination **subject to Section 15.2, General Provisions**

…

15.2 Overview of Sign Types

Canopy Sign:	A sign that is attached to ~~the front face of~~ a canopy **on** ~~attached to~~ a **multifamily, commercial/mixed-use, or nonresidential** building

…

15.5 Canopy Sign

Description	A sign that is attached to ~~the front face of~~ a canopy **on** ~~attached to~~ a **multifamily, commercial/mixed-use, or nonresidential** building
…	
Placement	**Shall be placed on the front face of the canopy and outside of the HPO, the sign may be placed above the canopy when channel cut letters are used** Shall not project ~~above or~~ below the canopy or be located above the building roof line

…

15.7 Development Entrance Sign

…

Sign Structure	**Shall have a solid base that fully extends from the ground to the bottom of the sign area along the entire length of the sign structure**

…

15.9 Flag

…

Quantity	Maximum of three per lot
Sign Area	**For ground-mounted and rooftop flagpoles, the m**~~M~~aximum width of the flag shall not exceed one-fourth the height of the pole (e.g. 40-foot pole = maximum width of 10 feet **For wall-mounted flagpoles, the maximum flag size shall be 5 x 8 feet**
Placement	**For ground-mounted and rooftop flagpoles, the minimum setback shall be 10 feet from a property line** **For wall-mounted flagpoles, the m**~~M~~inimum setback **shall be** at the property line
Flagp~~P~~ole Height	Maximum of 40 feet **for ground-mounted flagpoles** or 20 feet for rooftop **flag**poles
Materials	…
Lighting	…

Exemptions in AG, ER, R1, R2, R3, R4, R6, MR Districts and in PD on Residential Lots

For up to 90 days per calendar year, flags up to 40 square feet in size shall be exempt from quantity and placement requirements

…

15.10 Monument Sign

…

Sign Structure	**Shall have a solid base that fully extends from the ground to the bottom of the sign area along the entire length of the sign structure**

…

The Zoning Ordinance is hereby amended for lighting in Sections 15.14, Vertical Blade Sign, and 15.15, Wall Sign, as follows:

Lighting	**External, internal, or halo illumination subject to Section 15.2, General Provisions** ~~External illumination, subject to 15.1.5, External Illumination or internal illumination, subject to Subsection 15.1.6, Internal Illumination~~

…

SECTION IX. That Chapter 17, Natural Resources, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strikethrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

…

17.6.5.A.2 Variances may be issued **by the BZA** for the repair or rehabilitation of historic structures ~~upon~~ **following** a determination **by the HZC** that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary

deviation from the requirements of this Section to preserve the historic character and design of the structure;

…

SECTION X. That Chapter 18, Historic Resources, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strikethrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

18.7.1 Description

~~A.~~ The corridor context edge treatment preserves the setting of the historic resource ~~along a scenic corridor in the SCO~~ where development is proposed across a street from and within view of a historic building**.**~~;~~

~~B. New buildings within view of the historic resource are designed to be similar in scale and architectural character with the historic building.~~

18.7.2 Standards

A. Any new buildings across the street from the historic resource property shall be designed:

1. To be similar in scale and shall not be more than one story taller than the historic building;

2. To have traditional architectural character; and

3. To utilize traditional materials and design that are contextual and complementary to the historic resource without mimicking the historic resource.

B. Where the historic resource property is at least two acres **and located within the SCO**, any new lot fronting an arterial or collector street across from the historic resource property shall be at least two acres, to lessen the potential adverse impact and intensity of the new development. The new lot may be an open space lot or contain up to one principal building.

…

SECTION XI. That Chapter 19, Review Bodies, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strikethrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

…

19.5 Historic Zoning Commission (HZC)

19.5.1 Specific Review Authority

Within the HPO, the HZC is responsible for **preliminary HZC recommendations** ~~the review and recommendation~~ to the FMPC and the BOMA, as applicable, of~~:~~

1~~A~~. Development plans;

…

19.5.2 Specific Approval **and Interpretation** Authority

A. The HZC is responsible for review and final approval of certificates of appropriateness within the HPO.

B. The HZC is the final authority on the interpretation of the Historic District Design Guidelines.

19.5.3 Additional Authority

The following shall also be the duty of the HZC:

A. To regularly maintain and update the following documents:

1. Historic Preservation Plan;
2. Historic Resources Survey; and
3. Historic District Design Guidelines.

B. To nominate properties for inclusion in the HPO; ~~and~~

C. To review nominations for the National Register of Historic Places~~;~~**;**~~.~~

D. To make determinations on whether a building, structure, or resource is contributing to the local historic district (HPO), regardless of federal or state listing status;
E. To provide HZC determinations to the BZA for variance requests from the requirements of Section 17.6, Floodplain Protection related to historic structures in the FWO or FFO; and
F. To provide recommendations on public art proposals to the Franklin Public Arts Commission and the BOMA.
…
19.8 Department of Building and Neighborhood Services
19.8.1 General Authority
The Department of Building and Neighborhood Services is authorized by the BOMA to interpret, enforce, and administer this Ordinance, except for those duties delegated or conferred upon the Department of Planning and Sustainability. The Department of Building and Neighborhood Services shall have the following authority and duties under this Ordinance:
A. To render interpretations of all provisions of this Ordinance and confer with the Department of Planning and Sustainability and other City departments as needed; and
B. To make initial rulings on the interpretations of zoning map boundaries based on the following criteria:
1. The Department of Building and Neighborhood Services shall use the best available data to make an interpretation of the zoning map boundary.
2. The City has received an approved Letter of Map Revision from FEMA.
3. The Department of Building and Neighborhood Services shall make the initial ruling within 120 days of submission of a complete application. An applicant may consent to waive the deadline. An application is deemed to be approved if the Department of Building and Neighborhood Services fails to approve, deny, or extend with consent the application within the required time period; and
C~~B~~. To enforce the provisions of this Ordinance.
…

SECTION XII. That Chapter 20, Procedures, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strikethrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:
…
20.6 Preliminary HZC Recommendation
20.6.1 Purpose
The purpose of a preliminary HZC recommendation is to provide ~~other review bodies with~~ recommendations **from the HZC to the FMPC and BOMA** related to the Historic District Design Guidelines on development applications in the HPO early in the approval process where certain contextually sensitive design features become entitled prior to the certificate of appropriateness review. **The HZC uses these Guidelines to consider exterior alterations that may affect the historic integrity and context of properties within the HPO.**

The HZC reviews the proposals in light of the Design Guidelines for consistency with the historic district and potential impact to historic resources. Considerations include building locations, the rhythm of buildings along streetscapes, lot widths and sizes, setbacks, historic resource edge treatments, as well as building types, height, massing, and scale. Locations of proposed parking, drive aisles, landscaping, hardscape features, grading of the earth, and other site alterations are also reviewed. Modifications of standards that are impactful to the historic district or are related to any Design Guidelines recommendations are also considered as part of the preliminary HZC recommendation.

~~D. Development plan applications shall be reviewed for consistency with the Historic District Design Guidelines regarding conceptual elevations, height, massing, scale, setbacks, type of historic resource edge treatment, and lot or building site sizes.~~
~~E. Preliminary plat and final plat applications shall be reviewed for consistency with the Historic District Design Guidelines regarding types of edge treatment, setbacks, and lot or building site sizes.~~
…
20.8.8.A The applicant shall submit a development plan application in accordance with Section 20.2, Common Review Procedures. **The submittal shall be within four initial submittal deadlines of the pre-application meeting. See the submittal deadlines for the scheduled meetings of the applicable review body posted on the City website.**
…
20.8.16 **Review of Revisions to an Approved Development Plan** ~~Revisions to an Approved Development Plan~~
An approved development plan may be revised subject to approval by the BOMA, FMPC, or the Department of Planning and Sustainability, depending on the degree and scope of change requested. ~~Review of requests for revisions to an approved development plan are subject to one of the~~ **The** three **approval** processes are described in Paragraphs 20.8.16.A through C below:
A. Revision by BOMA Resolution
The following revisions trigger the entire review procedures and public notification, including neighborhood meeting**,** and joint conceptual workshop**, and FMPC review and recommendation**, as required for the original development plan approval, with final action by BOMA resolution:…
…
20.8.17 Effect of an Approved Development Plan Revision
When a revised development plan is approved by the applicable final review body, the revised development plan becomes the approved development plan of record. Any subsequent revisions are compared against the latest approved development plan of record.

20.8.18 Expiration of a Development Plan Revision ~~Revisions to an Approved Development Plan~~
Revisions to an approved development plan are still subject to the expiration date of the original approval of the development plan in Subsection 20.8.15, Expiration of a Development Plan. As such, revisions to development plans approved after a project has commenced construction will also not "restart" the clock on expiration timelines.

20.8.19 Denial of a Development Plan Revision
Revisions to an approved development plan that are denied by the applicable review body may affect the vesting property rights, per Section 20.19, Vesting.

20.8.20 Rezoning Triggers for a Development Plan Revision
A rezoning is required when a development plan revision includes an entitlement increase that exceeds the originally rezoned entitlements and original approved development plan. A rezoning is not required when a revised development plan is submitted that reduces entitlements.
…
20.12.4.B. Plans for nonresidential additions that do not exceed **50** ~~ten~~ percent of the square footage of the building and do not require a stormwater permit or grading permit, pursuant to Section 23-102 of the Municipal Code;
…
20.12.6 Application Submittal

A. The applicant shall submit a site plan application in accordance with Section 20.2, Common Review Procedures. The submittal shall be within **four initial submittal deadlines** ~~120 days~~ of the pre-application meeting, if applicable. **See the submittal deadlines for the scheduled meetings of the applicable review body posted on the City website.**

B. The Department of Planning and Sustainability may choose to forward an administrative site plan application to the FMPC for review, pursuant to the applicable application requirements.

~~B.~~**C.** Applications for buildings…

…

20.14 Grading Permit

See the **Municipal Code Title 23,** Stormwater Management**,** ~~Ordinance~~ **and Chapter 13, Local Rules Applicable to Construction**. All proposed development shall be shown on an approved development plan or site plan prior to grading.

…

20.18.1.B For **final** interpretations of the zoning map when there are ~~disputed questions of lot lines or~~ **disputed initial rulings of zoning map boundaries** ~~district boundary lines~~ as they arise in the administration of the zoning regulations.

...

20.18.5 BZA Final Action

The BZA shall review the application at a public meeting, hold a public hearing, and vote:

A. To uphold or reverse the administrative decision for an appeal where it is alleged by the applicant that there is error in an administrative decision;

20.18.5.B To make a final interpretation on a **disputed** boundary of the zoning map. **This decision shall be made within 120 days of the filing of an appeal. An applicant may consent to waive the deadline. An application is deemed to be approved if the Board of Zoning Appeals fails to approve, deny, or extend with consent the application within the required time period.**

…

20.19.1 **Establishment** ~~Initiation~~ of Vesting

A. In accordance with T.C.A. § 13-4-310, and subject to the exceptions set forth in said statute, vesting shall be **established** ~~initiated~~ by the **submittal** ~~approval~~ of a plan listed below on or after January 1, 2015~~, by the applicable review body~~ **when the plan substantially complies with the requirements of local development ordinances and regulations.**

1. Development plan;
2. Preliminary plat;
3. Site plan that is not associated with an approved development plan or preliminary plat; or
4. A revision to a development plan, site plan, or preliminary plat that was originally approved prior to January 1, 2015 and receives approval by the original review body.

B. Substantial compliance of the submittal shall be determined by the following:

1. The submittal complies with any applicable use related requirements of Chapter 5, Use Regulations;

2. There are no pending variance or modifications of standards requests associated with the submittal;

3. The DRT reviews have been completed with a staff recommendation of approval or approval with conditions to the applicable final review body; and

4. The applicable final review body makes the final determination on whether the submittal is in substantial compliance through its action of approval or approval with conditions.

C.~~B.~~ For the remainder of this Section, these ~~approved~~ applications **with established vested rights** shall be referred to as “vested plans”.

…

20.19.2 Vesting Periods

A. ~~The approval of a plan in accordance with~~ **The establishment of a vested plan per** Subsection 20.19.1, **Establishment** ~~Initiation~~ of Vesting, will initiate a vesting period, during which the development standards adopted by the City and in effect on the date ~~of~~ **the submittal is determined to substantially comply** ~~approval~~ shall remain the applicable standards to the vested plan during its vesting period.
B. The vesting period applicable to a vested plan shall be a period of three years and begins on the date ~~of~~ **the submittal is determined to substantially comply** ~~approval~~ by the applicable review body**, but the period cannot expire before either:**
1. The date on which an appeal period for challenging such approval has expired; or
2. The date on which all appeals of such approval have been exhausted.
~~, which is either:~~
~~1. The effective date of the BOMA resolution approving the development plan;~~
~~2. The meeting date of the FMPC meeting approving the preliminary plat or site plan (not associated with an approved development plan or preliminary plat); or~~
~~3. The date of the administrative agenda approving the preliminary plat or site plan (not associated with an approved development plan or preliminary plat.~~
C. To keep a vested plan vested, an applicant must:…
…
20.19.2.**F**~~E~~. If construction commences, the vesting period shall be extended for a total of ten years from the date ~~of approval~~ **the submittal is determined to substantially comply** ~~of the vested plan~~, provided that the applicant maintains any necessary permits during the ten-year period.
20.19.2.**H**~~G~~. In the case of developments which proceed in two or more sections or phases as described on the vested plan, there shall be a separate vesting period applicable to each section or phase. The development standards which are in effect on the date ~~of approval~~ **the submittal is determined to substantially comply** ~~of the vested plan~~ for the first section or phase shall remain the development standards applicable to all subsequent sections or phases of the development; provided, that the total vesting period for all phases shall not exceed 15 years from the date ~~of approval~~ **the submittal is determined to substantially comply** ~~of the vested plan~~ for the first section or phase, provided that the applicant maintains any necessary permits during the 15-year period.
…
20.19.4.A. 1. Whether the proposed revision is consistent with all standards of the Ordinance and other applicable development standards in effect ~~on~~ **when** the original ~~approval~~ **submittal is determined to substantially comply** ~~date of the vested plan~~; and…
…
The Zoning Ordinance is hereby amended to change Figure 20.19.2.A, Vesting Flowchart, related to approval of a plan initiating vesting to submittal of a plan that substantially complies to initiating vesting to comply with applicable sections of T.C.A 13-4-310.
…

SECTION XIII. That Chapter 21, Performance Agreements, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strikethrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:
…
21.2.2 Surety Requirements
A. A performance agreement shall be secured by one of the following:
1. An irrevocable standby letter of credit with an automatically renewable feature, often called an "evergreen" letter of credit;
2. A cashier's check, payable to City of Franklin; ~~or~~

3. A performance bond, with an automatically renewable feature; or

4~~3~~. Other method of surety deemed adequate by the Department of Planning and Sustainability.

B. The beneficiary of the surety shall be the City of Franklin.

C. Letters of credit **or performance bonds** shall be issued by a financial institution **or agency** located within the United States of America, ~~organized and operating~~ **licensed and registered** under the laws of the State of Tennessee**.** ~~or the United States of America, and whose~~

D. A financial institutions's deposits ~~are~~ **must be** insured by either the Federal Deposit Insurance Corporation or National Credit Union Administration.

E. Bonding agencies must have an "A" rating from AM Best Rating System.

F. The means for communicating when a letter of credit or performance bond is in default must be included within the language of the surety document.

~~D. The financial institution shall permit the letter of credit to be presented for collection at a place physically located within Williamson or Davidson County, Tennessee. Alternatively, the financial institution may choose to provide a means for facsimile presentation, under the following conditions:~~

~~1. The financial institution must operate a minimum of one branch or office open to the public, located in Williamson or Davidson County, Tennessee;~~

~~2. Presentation of draw documents by the beneficiary shall also be permitted via overnight courier service to the financial institution's department where issuance of letters of credit transpires;~~

~~3. Facsimile numbers for presentation shall be printed in the letter of credit, with a statement that modifications to, or discontinuation of, facsimile numbers shall be provided the beneficiary via amendment; and~~

~~4. A means of backup shall be provided in the letter of credit, for an occasion when the facsimile number is inoperable for any reason. Backup information in the letter of credit shall include either:~~

~~a. A physical location address in Williamson or Davidson County, Tennessee, to be accessed only if the facsimile number is inoperable for any reason; or~~

~~b. The financial institution shall print in the letter of credit that if for any reason the facsimile number noted in the letter of credit is inoperable at a time when the beneficiary is attempting to present draw documents, then draw documents shall be considered timely when the financial institution is presented with a facsimile machine transmittal showing an attempted presentation by the beneficiary, along with satisfactory draw documents.~~

…

21.~~2.34~~ Monitoring **and Documenting** Improvements

A. The applicant shall have a registered professional engineer or landscape architect, depending on the type of improvements, involved in the installation or construction phase of the project, to monitor construction and determine conformity with approved plans and specifications.

B. After the completion of all water and sewer public infrastructure improvements associated with an approved site plan, the registered professional engineer or landscape architect described in Paragraph 21.4.A above shall submit as-built drawings to the Water Management Department detailing all constructed improvements, including the pipe locations, depth sizes, fittings, etc. The as-built drawings shall be submitted at least 30 days prior to submittal of:

1. The application for the first building permit for a residential building other than multifamily residential; or

2. A request for the first final certificate of use and occupancy for a multifamily, commercial/mixed-use, or nonresidential building.

C. The as-built drawings and required improvements must be reviewed and inspected by the appropriate City department and determined to be satisfactorily completed in accordance with approved plans prior to:

1. The issuance of the first building permit for a residential building other than multifamily residential; or

2. The issuance of the first final certificate of use and occupancy for a multifamily, commercial/mixed-use, or nonresidential building.

…

21.4**5** Extension, Reduction, or Release of Improvements

…

21.~~5~~**6** Procedure for Reduction or Release of Improvements

…

21.~~6~~**7** Maintenance Agreement

…

21.~~6~~**7**.2 Calculation of Maintenance Agreement Amounts

The maintenance agreement shall be in an amount satisfactory to the appropriate City departments; however:

A. Landscape improvements shall be no less than 25 percent of the original amount, rounded up to the nearest thousand, or $~~3~~ **10**,000.00, whichever is greater;

B. All other improvements shall be no less than ten percent of the original amount or $~~2,5~~ **10,0**00.00, whichever is greater.

…

SECTION XIV. That Chapter 23, Definitions and Interpretations, of the Franklin Zoning Ordinance is hereby amended to delete the following text with a ~~strikethrough~~ and add the following text noted in **bold**, renumber the subsequent Sections, Subsections, Figures, and pages accordingly, and is approved to read as follows:

…

Commercial Recreation

An establishment primarily engaged in providing participatory athletic, recreational, or physical fitness services to the public for a fee, such as fitness and recreational sports centers, health and fitness studios, bowling centers, miniature golf courses, paintball or laser tag arenas, recreational day camps, **art workshop spaces,** and other recreational activities. This definition does not include golf courses, which are defined separately in this Ordinance.

…

Substantial Damage

Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The market value is determined either by the assessed value of the structure per the Williamson County Property Assessor, plus an additional 15 percent of that assessed value, or by independent appraisal by a State of Tennessee licensed or certified real estate appraiser. In calculating the substantial damage, construction improvement costs are tracked cumulatively over a five-year period.

…

Substantial Improvement

For the purposes of Section 17.6, Floodplain Regulations, any reconstruction, rehabilitation, addition, alteration, or other improvement of a structure in which the cost equals or exceeds 50 percent of the

market value of the structure before the “start of construction” of the initial improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The market value is determined either by the assessed value of the structure per the Williamson County Property Assessor, plus an additional 15 percent of that assessed value, or by independent appraisal by a State of Tennessee licensed or certified real estate appraiser. In calculating the substantial improvement, construction improvement costs are tracked cumulatively over a five-year period….

…

Transom Window

A small window directly above a door or larger window that does not exceed the width of the window or door immediately below. Transom windows are not located below windows on the same story.

…

Vape Shops

A store that (a) receives at least 50 percent of its gross sales from; or (b) devotes at least 25 percent of its floor area to; the display, sale, distribution, delivery, offering, furnishing, or marketing of products intended for recreational/ non-prescription use including but not limited to cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g., CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers

…

SECTION XV. That the Department of Planning and Sustainability is authorized to make administrative clerical revisions to the zoning text so long as the changes are not substantive, such as cleaning up tables, clerical word corrections, typographical errors, table of contents adjustments, header and footer adjustments, font adjustments, amending graphics and supporting explanations based on approved zoning text, and adding or correcting references.

SECTION XVI. That the following described properties shall be, and are hereby, rezoned from its existing zoning classification to the proposed zoning district:

Zoning District Changes				
Address/Site	Map-Parcel	Acres	Existing Zoning District	Proposed Zoning District
171 Hillhaven Lane	062 00100 00009062	13.81	PD	CI
370 Franklin Road	063 02400 00008063	3.84	ER	CI

Overlay Zoning District Changes		
Location	Acres	Proposed Overlay Zoning District
171 Hillhaven Lane	13.81	HPO

Premises Considered

SECTION XVI. That the attached Location Maps shall serve the purpose of further delimiting the geographical boundaries as described by this Ordinance.

SECTION XVIII. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee that this Ordinance shall take effect on January 1, 2026, pending its passage on third and final reading, the public health, safety, and welfare requiring it.

ATTEST:

BY: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

BY: _____
Dr. Ken Moore
Mayor

Approved as to Form:

_____
Shauna R. Billingsley, City Attorney

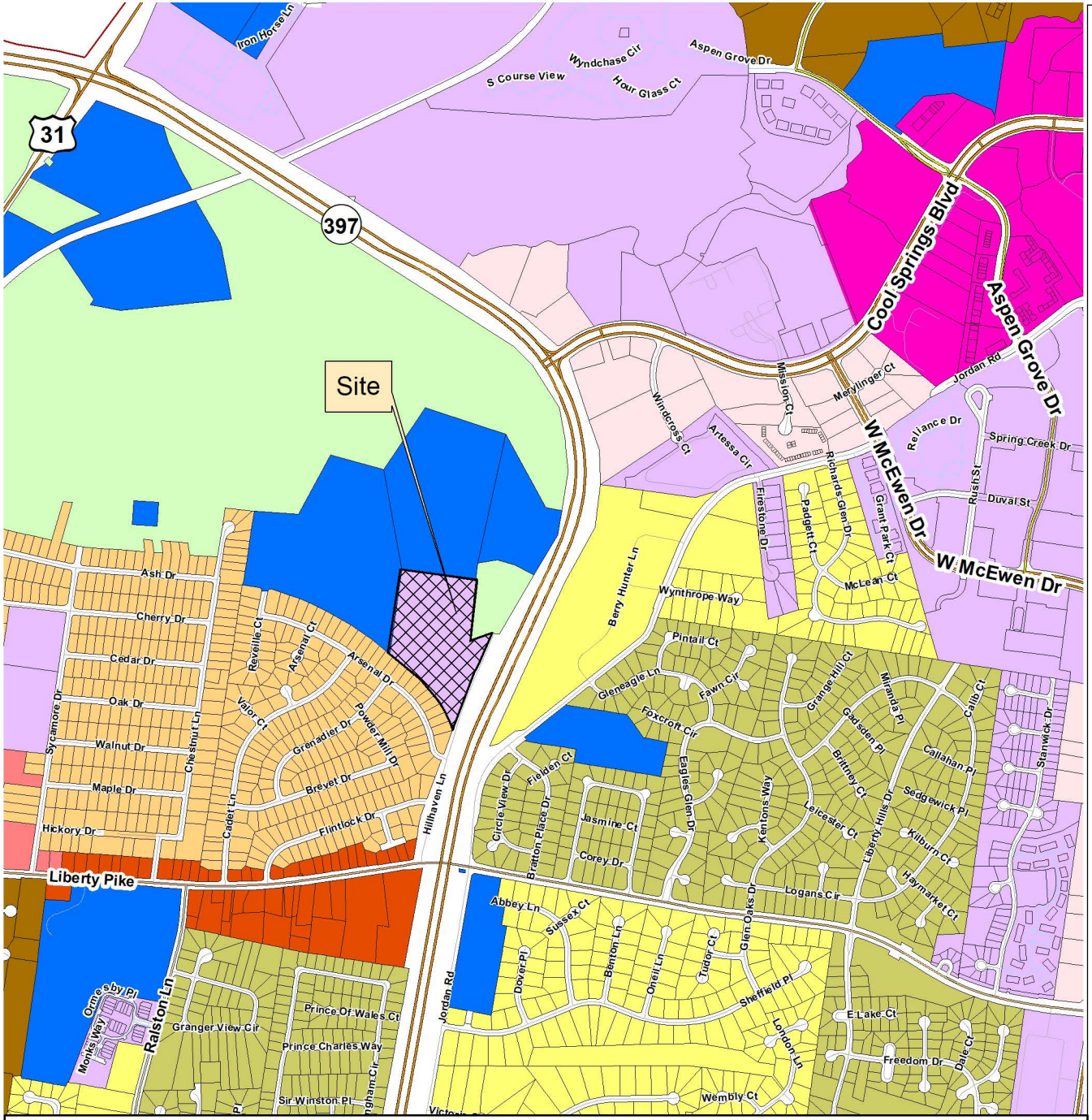
PLANNING COMMISSION RECOMMENDED: _____

PASSED FIRST READING: _____

PUBLIC HEARING HELD: _____

PASSED SECOND READING: _____

PASSED THIRD READING: _____



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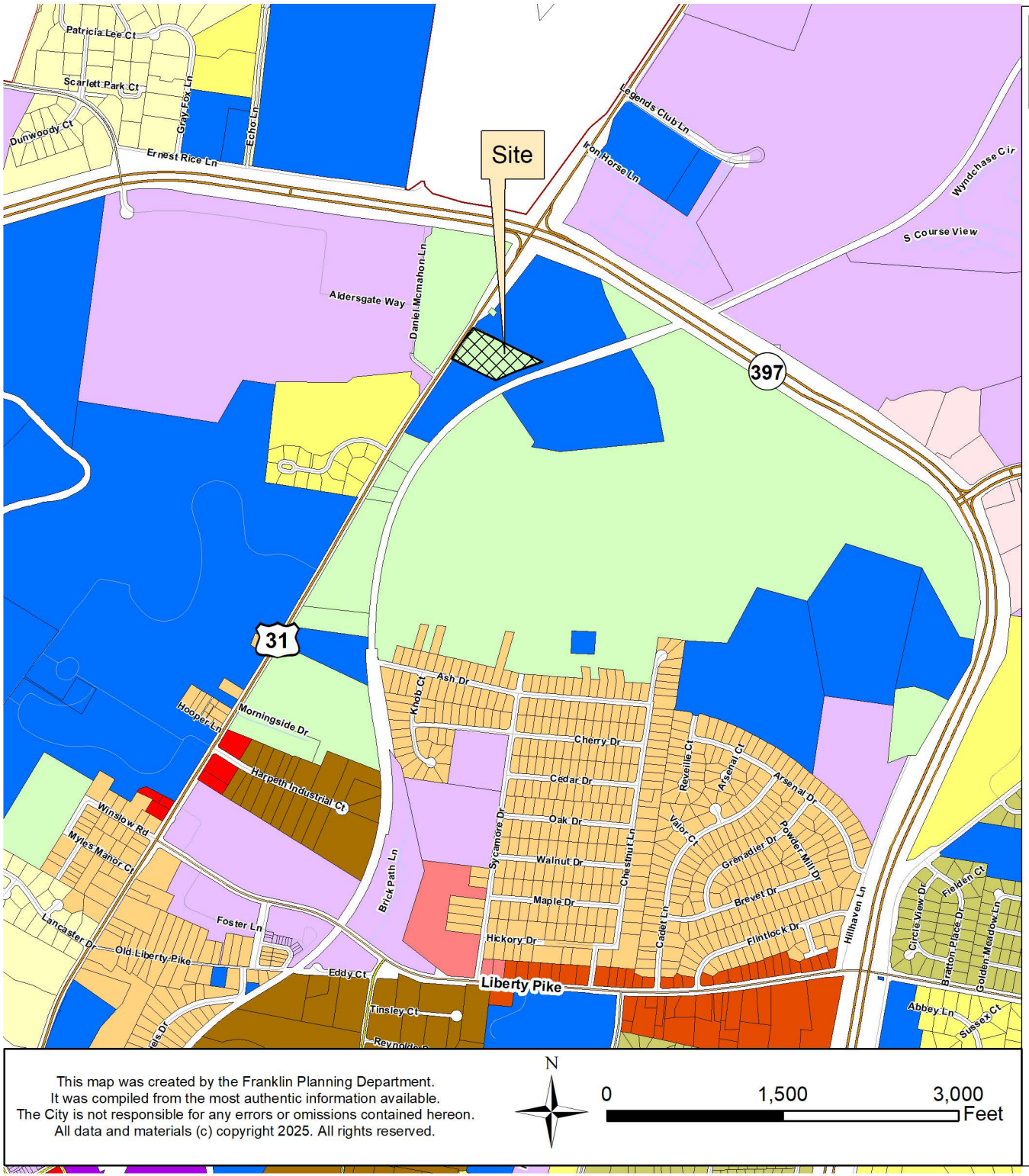
ZONING ORDINANCE ANNUAL UPDATE REZONING
171 Hillhaven Ln
ORDINANCE 2025-25

Project Information
Existing Zoning: PD, CFO, SCO
Proposed Zoning: CI, CFO, SCO, HPO
Site Acreage: 13.81 acres
Owner: City of Franklin
Parcel ID: 062 00100 00009062

Legend

- Subject Parcel
- ER Estate Residential District
- R2 Residential 2 District
- R3 Residential 3 District
- R4 Residential 4 District
- MR Mixed Residential District
- PD Planned District
- OR Office Residential District
- CI Civic Institutional District
- NC Neighborhood Commercial District
- RC4 Regional Commerce 4 District
- RC6 Regional Commerce 6 District
- RC12 Regional Commerce 12 District
- GO General Office District
- LI Light Industrial District

HISTORIC FRANKLIN TENNESSEE



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ZONING ORDINANCE ANNUAL UPDATE REZONING
370 Franklin Rd
ORDINANCE 2025-25

Project Information
Existing Zoning: ER, CFO, SCO, HPO
Proposed Zoning: CI, CFO, SCO, HPO
Site Acreage: 3.84 acres
Owner: City of Franklin
Parcel ID: 063 02400 00008063

Legend

- Subject Parcel
- ER Estate Residential District
- R1 Residential 1 District
- R2 Residential 2 District
- R3 Residential 3 District
- R4 Residential 4 District
- MR Mixed Residential District
- PD Planned District
- CI Civic Institutional District
- NC Neighborhood Commercial District
- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- RC4 Regional Commerce 4 District
- LI Light Industrial District

HISTORIC FRANKLIN TENNESSEE

BOMA Work Session

November 11, 2025

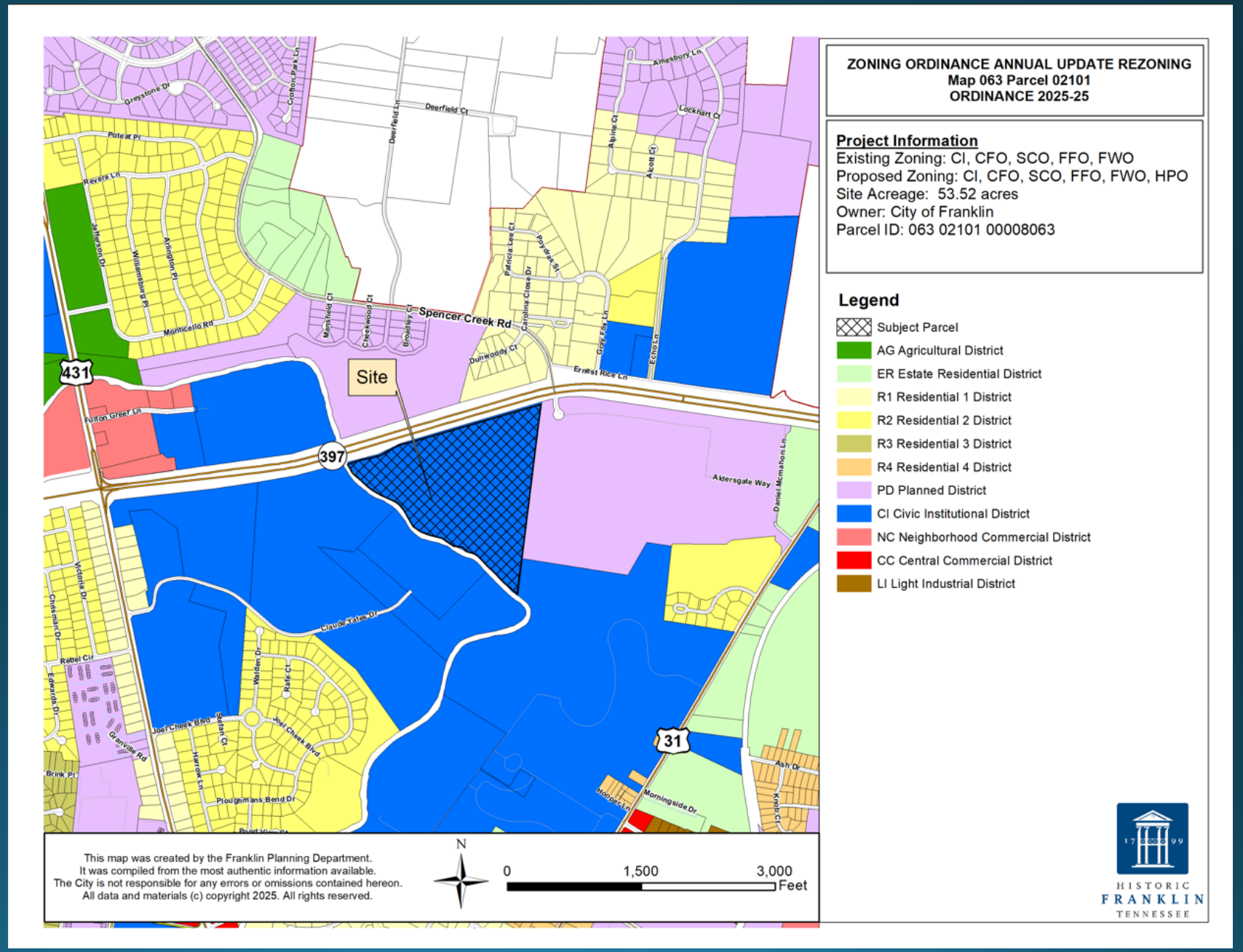
Ordinance 2025-25 Annual Zoning Ordinance Update AS AMENDED

Timeline for Adoption

• HZC HPO Nomination	August 11
• FMPC Recommendation	August 28
• BOMA Work Session	September 9
• BOMA 1st Reading	September 23
• Joint Conceptual Workshop	October 23
• FMPC review of any amendments	October 23
• BOMA Work Session for Amendments	November 11
• BOMA 2nd Reading and Public Hearing	November 11
• BOMA 3rd Reading	November 25
• Anticipated Effective Date	January 1, 2026

Amendment: HPO Rezoning

- At the BOMA 1st Reading in September, the BOMA amended ordinance to keep the City-owned property outside of the Historic Preservation Overlay.
- This change to the ordinance required FMPC to provide a recommendation
- Approval was recommended at the October 23 FMPC meeting



Amendment: Envision Franklin Plan Amendment

- At the September FMPC meeting, the FMPC passed an amendment to Envision Franklin for an applicant request to allow three stories with a 10-foot stepback on the third floor for the H.G. Hill Property.

- At the October FMPC meeting, the Commission voted to amend the Columbia Avenue Overlay District CAO1 along the west side of Columbia Avenue and south of Plaza Street and north of West Fowlkes Street to increase the maximum building height to up to three stories with a ten-foot building stepback on the third floor





Amendment: Vape Shops Background

- In Franklin and other TN communities, there has been a recent increase of vape shops.

- Vape or "specialty smoke shop" businesses are opening near sensitive locations including:
    - Schools
    - Daycares
    - Churches
    - Residential neighborhoods
    - Certain commercial or historic areas

- Residents across the region have raised concerns regarding its negative influence on adolescent groups, public health, and impact from signage and lighting.

- Staff very recently learned that other communities have been moving to limit these shops in various ways, usually following a new vape shop opening in a sensitive location.

Background cont.

- Per the Zoning Ordinance, vape shops are currently permitted anywhere that retail is permitted.
- September 9 BOMA WS, this use was brought up to see if there was interest in studying it further and initial feedback was supportive to do further research to identify some options.
- Staff presented this research at the October 23 JCW and the FMPC passed amendments to recommend to BOMA to regulate vape shops.

What is a vape shop?

- A vape or "specialty smoke shop" is a place that sells vaping, e-cigarette, and nicotine and or cannabinoid products, accessories, liquids, and delivery devices, to customers.
- Products typically found at convenience stores, gas stations, as a shop in neighborhood shopping centers, or as a stand-alone retail shop.
- Each shop is unique, but typically known for offering range of products, ease of access, and bright lighting/signage advertisements.
- State Law regulates the sale of vape products to age 21 or older




E·Z MART
VAPE & CONVENIENCE
CBD
VAPE
OPEN
BEER • ICE
SODA • SNACKS
LOTTO


VAPE TIME
SMOKE SHOP
TOBACCO • CIGAR • VAPE • GLASS
TOBACCO
SHOP
ECIGS
PIPE


VapesRus
Vape - Kratom - CBD - Hookah - Cigar
GRAND OPENING
OPEN
125

What is being done in other TN communities?

TN Communities that have recently ***passed*** ZO updates related to vape shops:

1. Goodlettsville
2. Murfreesboro
3. Nashville
4. Lebanon
5. Columbia
6. Memphis

TN Communities that are currently ***proposing*** ZO vape shop regulations:

1. Hendersonville
2. Tullahoma
3. Soddy Daisy



MIDDLE TN

Lebanon passes regulations to limit smoke and vape shops

by: Kendall Ashman
Posted: Mar 10, 2025 / 05:48 PM CDT
Updated: Mar 10, 2025 / 05:48 PM CDT



MIDDLE TN

Hendersonville exploring new zoning for smoke shops

by: Sam Chimenti
Posted: Sep 11, 2025 / 06:19 PM CDT
Updated: Sep 11, 2025 / 06:19 PM CDT

Why are communities regulating this use?

Triggered by a new vape shop locating in a sensitive area that did not align with their community character and public welfare goals

1. Protecting schools and youth exposure
2. Public health & welfare
3. Over concentration or "clustering"
4. Community character and aesthetic



What is being done in other TN communities?

Example regulations include:

- Defining vape or specialty smoke shop for these stand alone uses
- Prohibiting the use in specific zoning districts
- Establishing buffer distances between new and existing shops and sensitive locations
- Putting a specific cap based on city population from latest US Census

Amendment: Define Vape Shops

Comprehensively define vape shop, based on peer community definitions, and differentiate it from convenience store:

A store that (a) receives at least 50 percent of its gross sales from; or (b) devotes at least 25 percent of its floor area to; the display, sale, distribution, delivery, offering, furnishing, or marketing of products intended for recreational/ non-prescription use including but not limited to cigarettes, smokeless tobacco, pipe tobacco, vapes, products made from cannabinoid derivative plants (e.g., CBD or THC products), or other nicotine or cannabinoid delivery devices, components, products, liquid nicotine or cannabinoids, or liquid nicotine or cannabinoid containers

Amendment: Regulate Vape Shops like Adult Oriented Establishments

Only permit them in the **Heavy Industrial Zoning District:**

1. Vape shops shall not be permitted on any lot within 500 feet of any lot containing the following:

Any use in the civic and institutional use classification or property zoned CI;

b. Any dwelling or residential lot;

c. Any use in the recreation use classification;

d. A day care center;

e. A funeral home;

f. A packaged liquor store; or

g. Another vape shop.

2. A vape shop lawfully operating as a conforming use shall not be rendered a nonconforming use by the location subsequent to the commencement of operations of said establishment, of a use listed above.

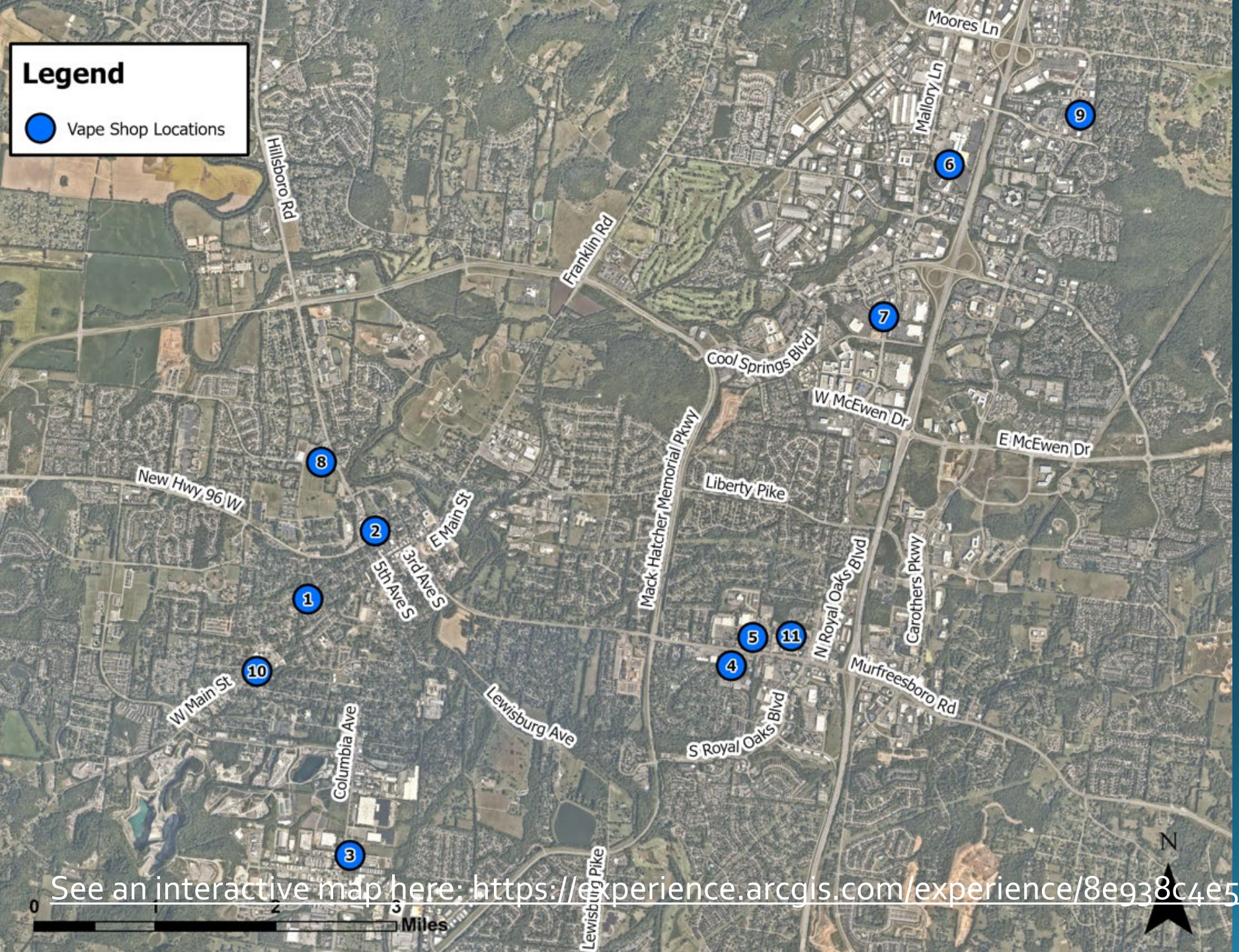
What Proposed Text Amendments Will Do:

Any proposed Zoning Ordinance amendment will impact *only* new retail vape shops. Or, if an existing vape shop is discontinued for 30 months, any new use will have to comply.

Current existing vape shops in Franklin would be grandfathered and could continue to operate.

How many are in Franklin today?

Existing Vape Shops in Franklin



*Representative of the known vape shops

See an interactive map here: https://experience.arcgis.com/experience/8e938c4e501d4009a8d1cb093107861b

Vape Stores: Continued Monitoring

- On-going developments at the state level – staff will continue to monitor any new legislation.

- Staff can revisit this topic next year as needed.

Amendment: Cumulative Timeframe in the Floodplain

- At the BOMA 1st Reading in September, the BOMA also amended the ordinance to include the change for cumulative timeframe from five years to one year for substantial damage and substantial improvement.

- At the October FMPC meeting, the Commission voted to amend this ordinance to request the BOMA to reconsider the proposal to keep the current five-year cumulative timeframe for substantial damage and substantial improvement because the State of Tennessee has stated it will update the State Model Floodplain Ordinance and has indicated they will use a five-year cumulative timeframe.



Background

- Request from an Alderman to address routine maintenance in the floodplain, such as roof replacement, painting, etc.
- Based on the information received from FEMA and the State, creating exemptions would be a violation of the NFIP.
- The only solution staff can identify to address regular maintenance is to change the SI/SD cumulative timeframe from 5 years to 1 year.



What Are Substantial Damage & Substantial Improvement?

Substantial Damage: Damage ≥ 50% of a structure's market value.

Substantial Improvement: Renovation or addition ≥ 50% of market value.

If triggered, requires buildings to be brought into compliance with current **floodplain regulations**.

Overall policy goal is to gain compliance and have safer, more sustainable buildings.



Why Is This Important?



- Promoting Safer Structures by Reducing Injury, Loss of Life, and Property Damage.
- Reducing Future Flood Risk by Preventing Repeat Losses
- Controlling Long-Term Costs by Saving Money Over Time for Property Owners and the Public
- Ensuring Fair, Consistent Enforcement with Equal Treatment Across Properties
- Maintaining NFIP Participation for Access to Flood Insurance and Aid
- Encouraging Resilient Rebuilding with Stronger Structures After Disasters

Recommendation

- Substantial Damage & Improvement rules are crucial tools to gaining compliance and having safer structures in the floodplain.
- The timeframe was previously 10 years based on a recommendation by the State. It was reduced to 5 years in 2020.
- Further reducing the timeframe takes us to a place that's seen as against best practice.
- The CRS rating wouldn't change regardless of the decision on this.
- The State of TN is looking to update the State's Model Ordinance within the next 2 years and expects that the new State model will be a 5-year cumulative.
- Staff recommends keeping the 5-year cumulative timeframe until the State model is updated and released



Timeline for Adoption

• HZC HPO Nomination	August 11
• FMPC Recommendation	August 28
• BOMA Work Session	September 9
• BOMA 1st Reading	September 23
• Joint Conceptual Workshop	October 23
• FMPC review of any amendments	October 23
• BOMA Work Session for Amendments	November 11
• BOMA 2nd Reading and Public Hearing	November 11
• BOMA 3rd Reading	November 25
• Anticipated Effective Date	January 1, 2026

File #: 21-01300

DATE: 11/11/2025

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
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2025-91, A Resolution To Initiate A Study At The Request Of The Property Owner For A Plan Of Services For A Potential Future Annexation Of 79.89 Acres, For Property Located South Of Hillview Lane And West Of Columbia Pike. Establishing A Public Hearing On December 9, 2025

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-91, A Resolution To Initiate A Study At The Request Of The Property Owner For A Plan Of Services For A Potential Future Annexation For Of 79.89 Acres, Located South Of Hillview Lane and West of Columbia Pike. Establishing A Public Hearing For December 9, 2025.

PROJECT INFORMATION
Applicant: Greg Gamble, GDC
Owner: David Ingram

BACKGROUND/STAFF COMMENTS:
The property being considered, located south of Hillview Lane and west of Columbia Pike and measures 79.89 acres in size. It is contiguous to the City limits and is within the City's Urban Growth Boundary (UGB). The parcel is within the Development Reserve Design Concept as defined by Envision Franklin. Envision Franklin states that within the Development Reserve Design Concept, "Public sewer access is unavailable in these areas. Rural road widths are not capable of handling high traffic volumes. New growth should only be encouraged in areas where adequate public water, sewer, and streets are available or are planned." It further states that, "These areas should be subject to further planning in coordination with planned infrastructure improvements and public-service delivery." Prior to considering zoning the property anything other than Agricultural or Estate Residential that would allow for additional density on the property, an Envision Franklin Plan

Amendment would need to be approved by the Planning Commission.

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. The draft Plan of Services also included specific issues to consider from the various utility and development review departments within the City. The property lies within the SW1 Basin as defined in the City of Franklin Sanitary Sewer Basin Study and is identified as a long-term annexation capability area due to some needed sewer improvements as well as an overall lack of existing road network. The property does not have sewer currently available to service the property. If the property is annexed into the City of Franklin, sanitary sewer service will not be provided until the property owner constructs the sewer in accordance with Franklin Water Management requirements.

The property owner has indicated that there is no plan for redevelopment at this time and will be requesting a Zoning District similar to the existing use and County zoning. While contiguous to the Harlin PUD property, this parcel is not being incorporated into the Harlin PUD subdivision, which is currently tracking through the approval process, and any extension of the proposed PUD boundaries would require a new plan or formal revision, should the current plan be approved by the Board of Mayor and Aldermen. Staff recommends approval of the annexation initiation to further investigate how the property can be serviced.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-91.

RESOLUTION 2025-91

A RESOLUTION TO INITIATE A STUDY AT THE REQUEST OF THE PROPERTY OWNER FOR A PLAN OF SERVICES FOR A POTENTIAL FUTURE ANNEXATION OF 79.89 ACRES, LOCATED SOUTH OF HILLVIEW LANE AND WEST OF COLUMBIA PIKE

WHEREAS, David Ingram, (Owner) of property located at south of Hillview Lane and West of Columbia Pike (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 south of Hillview Lane and west of Columbia Pike, as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
105 – 001.02	79.89
Total	79.89

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.

ATTEST:

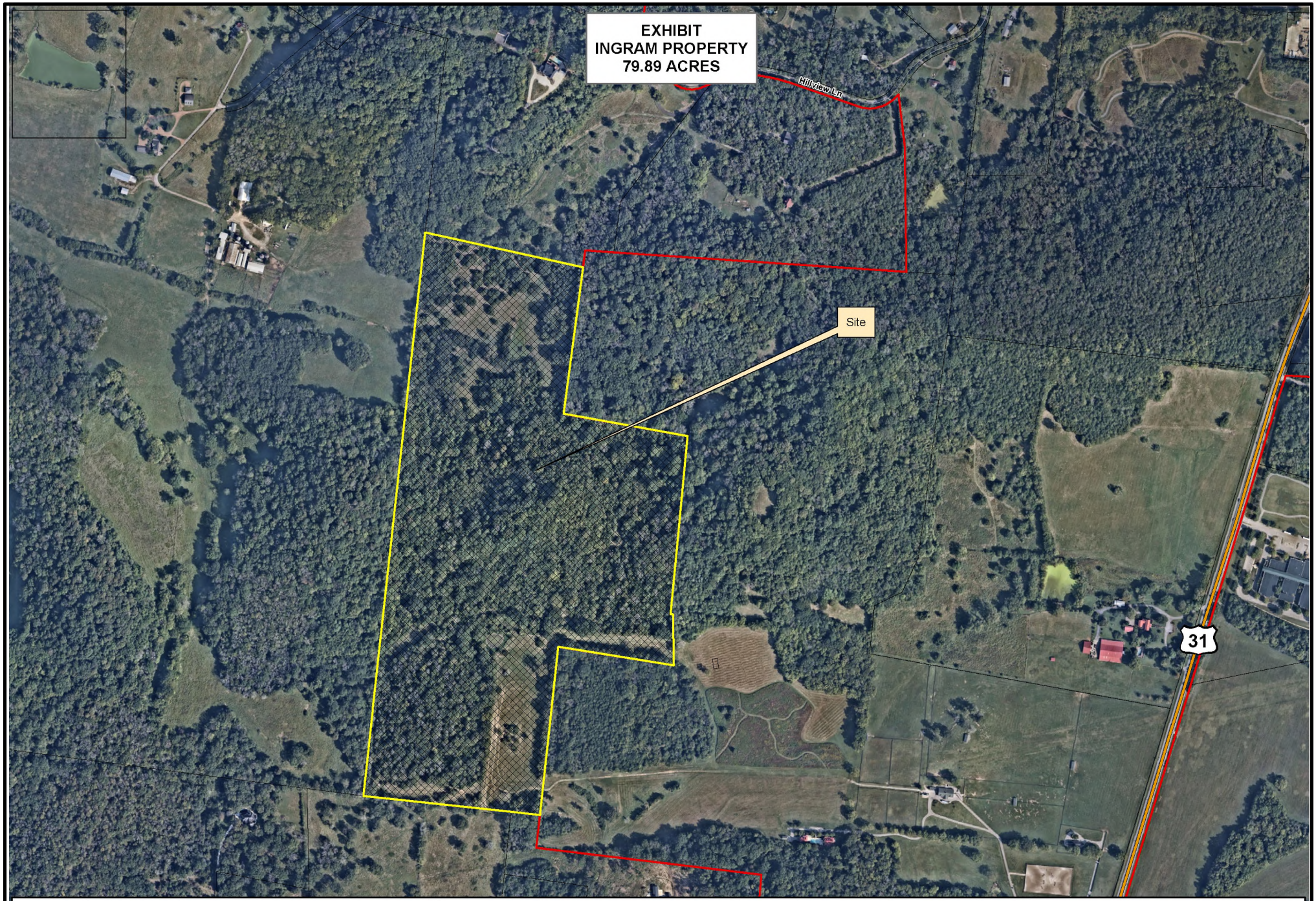
By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney


EXHIBIT
INGRAM PROPERTY
79.89 ACRES
Hillview Ln
Site
31
Legend
Ingram Property
City Limits
N
0
250
500
1,000
Feet
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It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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DRAFT Plan of Services
Exhibit B

The Property is located south of Hillview Lane and west of Columbia, contiguous to the City limits, within of the Urban Growth Boundary, and as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
105 – 001.002	79.89
Total	79.89

A. Water

1. The Property is located within the HB&TS utility District service area.
2. Water availability shall be approved and provided through HB&TS 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 a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. In the case of this Property, it exceeds the required footage and is not within Franklin reclaim distribution service area. 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 Southwest Basin 1 as defined in the City of Franklin Sanitary Sewer Basin Study.
2. Sanitary sewer service will not be provided to the subject property until the property is developed and until the necessary, required sanitary sewer extensions have been completed by the property owner. Sanitary sewer service for the single-family residence is also unavailable until the sanitary sewer extensions mentioned above have been completed by the property owner.
3. The Owner shall be required to extend the sanitary sewer mains to adequately provide sewer service to the Property. The amount of sewer infrastructure will be determined in accordance with Franklin Water Management requirements at the time of any site development.
4. The proposed development of the Property is anticipated to construct, upon development of the property, a sanitary sewer lift station and associated force main serving the property in accordance to Franklin Water Management requirements. Lift station location will be determined at entitlement phase of site development
5. The City of Franklin Sanitary Sewer System Basin Plans show the line size as an 8" sanitary sewer main.
6. The Owner shall be required to submit engineering calculations to determine final sizing requirements.

7. 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.
8. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.
9. All wastewater requirements listed herein are based on the information available at the time of this annexation request. Additional infrastructure requirements may be needed depending on the future layout of any development project for the property and additional details provided by the developer.

ISSUES TO CONSIDER:

- *The property does not have sewer currently available to service the property. If the property is annexed into the City of Franklin, sanitary sewer service will not be provided until the property owner constructs the sewer in accordance with Franklin Water Management requirements***.**

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 from Coleman Road, Hillview Lane or another newly constructed roadway as determined by a traffic impact analysis. It should be noted that any new access to the property is dependent on the redevelopment of the parcel. No changes are proposed at the time of annexation.
4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

ISSUES TO CONSIDER:

- *This property does not include future roadways listed on the Major Thoroughfare Plan.*

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

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 this property in the Development Reserve Design Concept due to the protected hillside areas and the lack of existing roadways, utilities, and infrastructure. Areas within Development Reserve are characterized by predominantly agricultural uses and single-family residential uses on significant acreage. Any further development of the property would require a plan amendment to Envision Franklin prior to submitting any formal plans.
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:

- *This property was identified in a low priority growth area based on the City's most recent annexation analysis.*
- *The owner is requesting the Agricultural (AG) Zoning District, which is most similar to the property's current use. So, while future development of the property will have to first align Envision Franklin with their proposed development, the current owner is not planning on further developing the property at this time and wants to continue its current use as agricultural and natural land.*

- *Currently the following Overlay Districts have been identified for this property, and will affect future development: Hillside-Hillcrest Overlay (HHO)*

K. Parks and Recreation

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

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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:

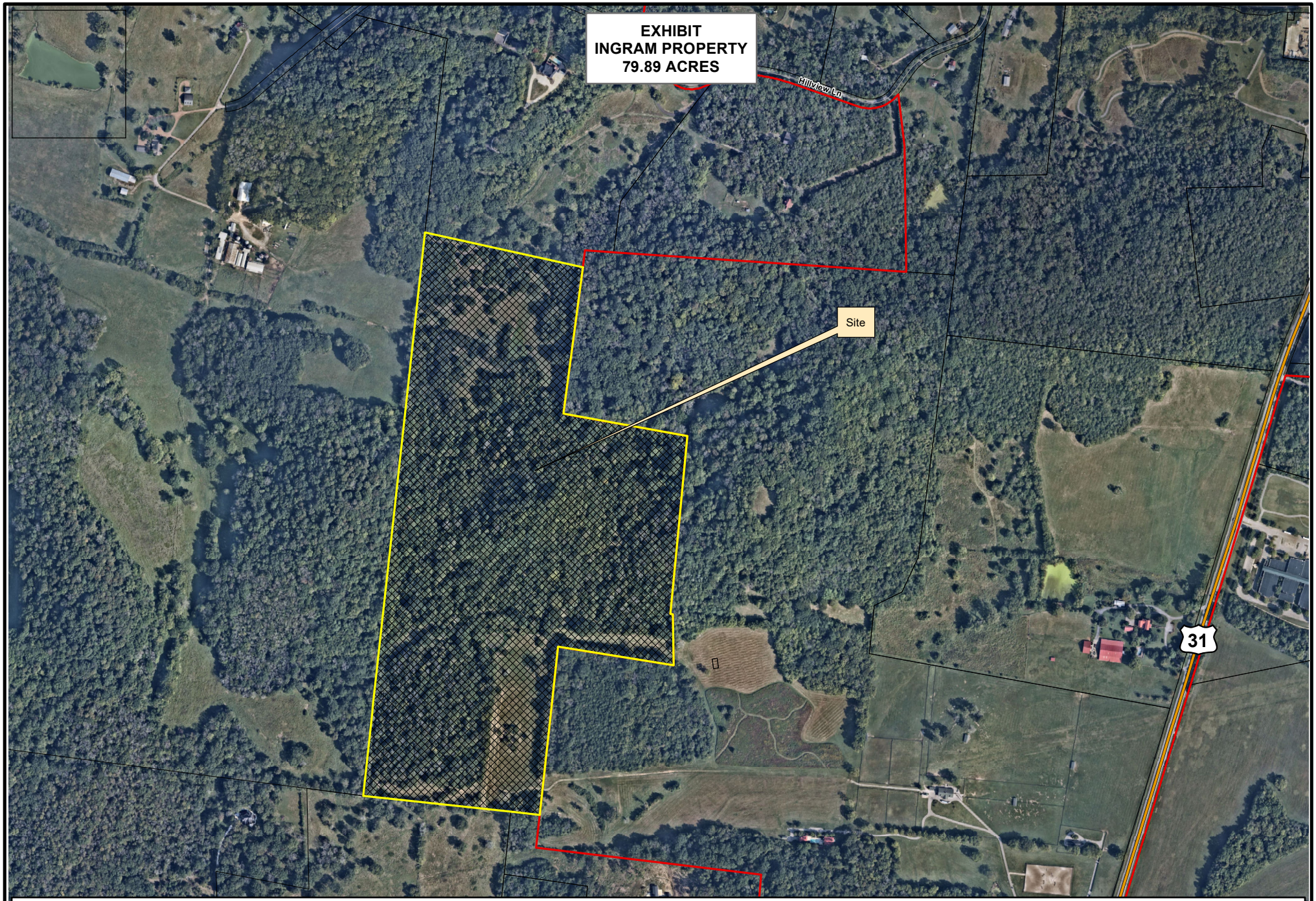
- **N/A**

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.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

ISSUES TO CONSIDER:

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79.89 ACRES
Hillview Ln
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ISSUES TO CONSIDER:

- **N/A**

INGRAM PROPERTY

ANNEXATION REQUEST - AG

Franklin, Williamson County, Tennessee

SHEET INDEX

C0.0	COVER SHEET
C1.0	OVERALL EXISTING CONDITIONS
C2.0	ANNEXATION EXHIBIT
C3.0	BOUNDARY SURVEY & LEGAL DESCRIPTION

DEVELOPMENT TEAM

APPLICANT & LANDSCAPE ARCHITECT:

GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
3020 STANSBERRY LANE, SUITE 201
FRANKLIN, TN 37069
615-975-5765
GREG.GAMBLE@GDC-TN.COM

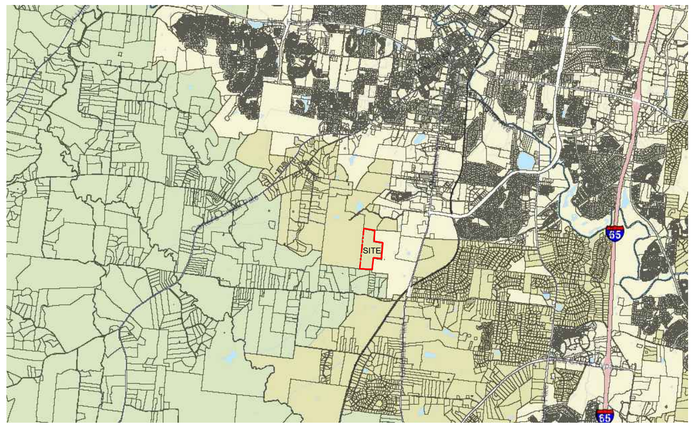
ENGINEER:

KIMLEY-HORN
RYAN MCMASTER
10 LEA AVENUE, SUITE 400
NASHVILLE, TN 37210
615-330-1749
RYAN.MCMASTER@KIMLEY-HORN.COM

DEVELOPER/OWNER REP:

BOYLE INVESTMENT COMPANY
ADAM BALLASH
2000 MERIDIAN BLVD, SUITE 250
FRANKLIN, TN 37067
615-550-5583
ABALLASH@BOYLE.COM

VICINITY MAP



NOT TO SCALE

SITE DATA

INGRAM PROPERTY, ANNEXATION REQUEST

COF PROJECT NUMBER:	XXXX
SITE ACREAGE/SF:	79.89 AC / 3,480,008.4 SF
EXISTING ZONING:	MGA-1, RP-1, COUNTY
PROPOSED ZONING:	AG
OVERLAY ZONING:	HHO
TAX MAP & PARCELS:	105-00102
ADDRESS:	COLEMAN ROAD
PRIMARY USES:	AGRICULTURAL
ENVISION FRANKLIN:	DEVELOPMENT RESERVE

IMPACT STATEMENT

WATER
NO DEVELOPMENT IS PROPOSED OR ANTICIPATED AT THIS TIME. WATER IS AVAILABLE FROM THE ADJACENT PROPOSED DEVELOPMENT OF THE HARLIN PROPERTY.

SANITARY SEWER
NO DEVELOPMENT IS PROPOSED OR ANTICIPATED AT THIS TIME. SANITARY SEWER IS AVAILABLE FROM THE ADJACENT PROPOSED DEVELOPMENT OF THE HARLIN PROPERTY.

STORMWATER
NO DEVELOPMENT IS PROPOSED OR ANTICIPATED AT THIS TIME.

RECLAIMED WATER LINE
RECLAIMED WATER INFRASTRUCTURE IS NOT PRESENT OR PROPOSED ON THIS SITE.

ELECTRICITY
ELECTRICITY WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

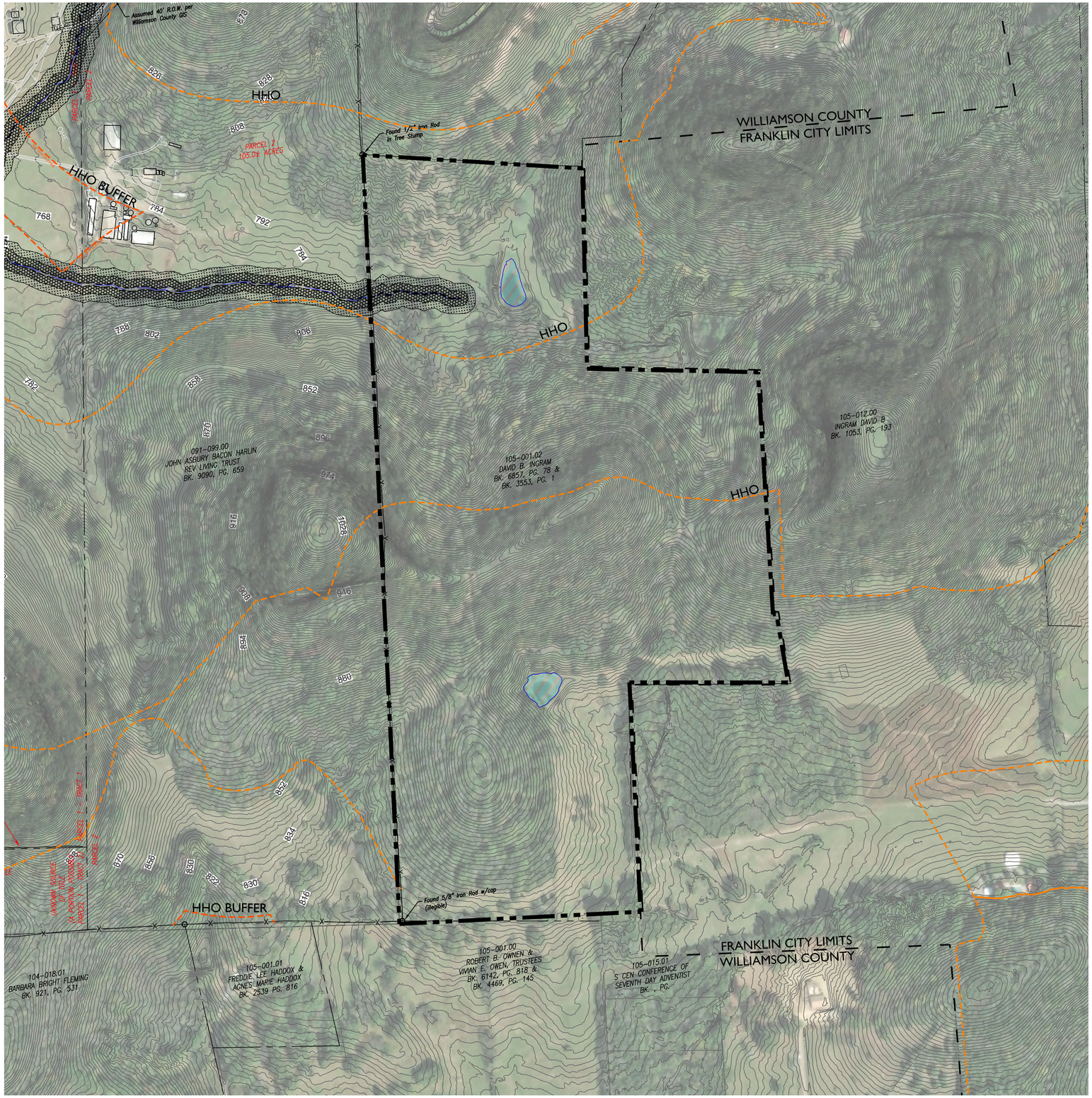
GAS
NATURAL GAS WILL BE PROVIDED BY ATMOS GAS, IF AVAILABLE.

REFUSE COLLECTION
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.

DRAINAGE FACILITIES
NO DEVELOPMENT IS PROPOSED OR ANTICIPATED AT THIS TIME.

STREET NETWORK
NO DEVELOPMENT IS PROPOSED OR ANTICIPATED AT THIS TIME.

INITIAL SUBMITTAL: 09/29/2025



SITE DATA

INGRAM PROPERTY, ANNEXATION REQUEST

COF PROJECT NUMBER:	XXXX
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KEY

- 30' RIPARIAN BUFFER ZONE 2
- 30' RIPARIAN BUFFER ZONE 1
- HHO LINE
- 500' HHO BUFFER
- POND
- FRANKLIN CITY LIMITS

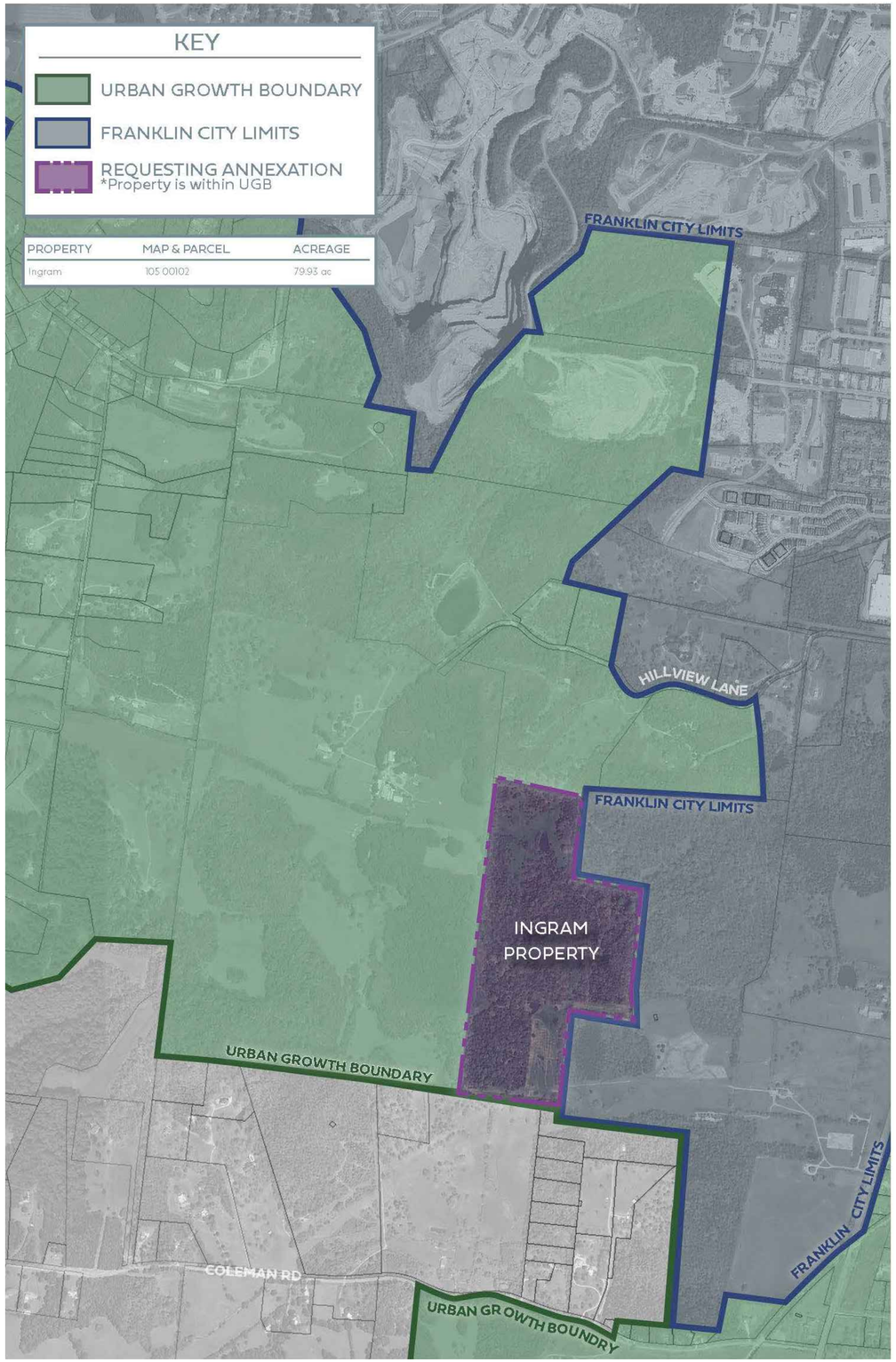
0' 200' 400' 600'

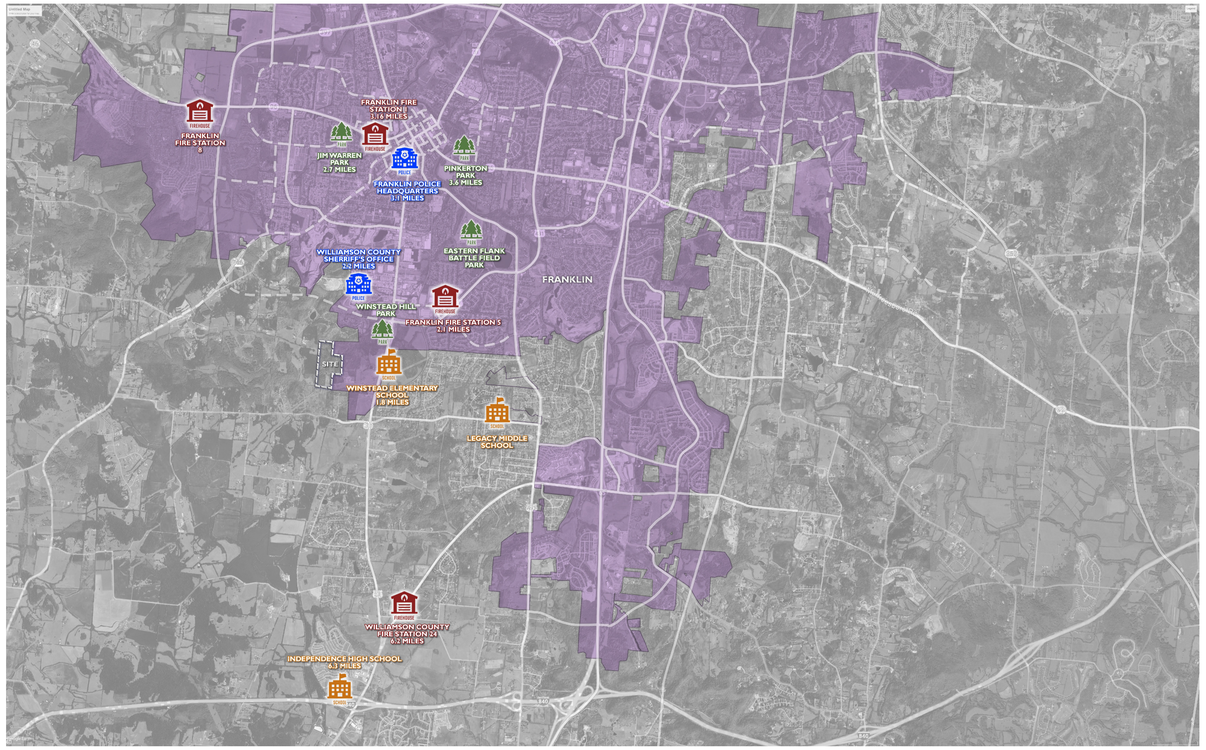
GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
BOYLE
Building community since 1933.
Kimley»Horn

INGRAM PROPERTY
ANNEXATION REQUEST
Franklin, Williamson County, Tennessee

Revision Date
1. September 29, 2025
2.
3.
4.

OVERALL
EXISTING CONDITIONS
SHEET
CI.0
COF # ----





INFRASTRUCTURE MAP
Schools, Recreation, Emergency Services

Schools

1.8 miles	Winstead Elementary School (66% Capacity)
4.0 miles	Legacy Middle School (41.8% Capacity)
6.3 miles	Independence High School (86.6% Capacity)

Recreation

1.4 miles	Winstead Hill Park
3.0 miles	Eastern Flank Battlefield Park
3.6 miles	Pinkerton Park

Emergency Services

2.1 miles	Franklin Fire Station #5
2.2 miles	Williamson County Sheriff
3.1 miles	Franklin Police Headquarter
6.2 miles	Williamson County Fire Station #24

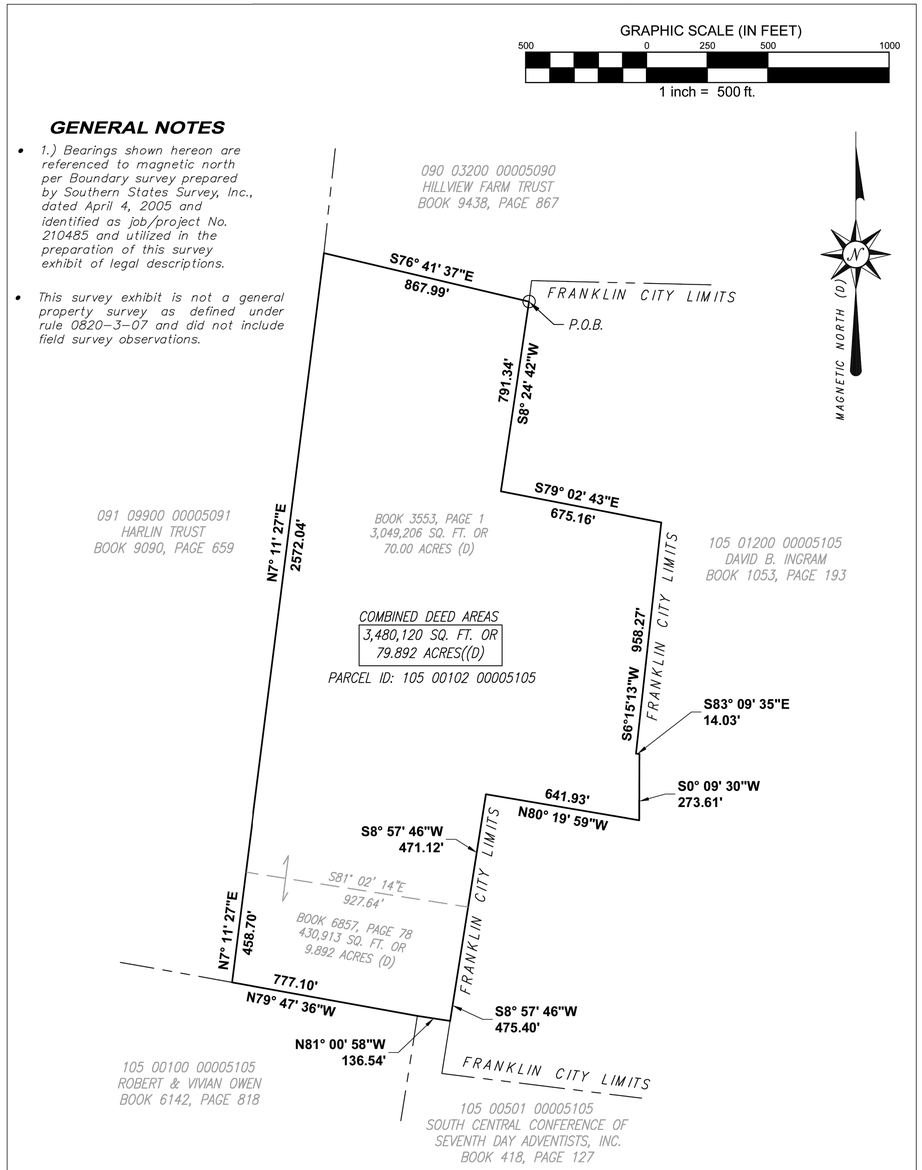
N
N.T.S

GAMBLE DESIGN COLLABORATIVE
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INGRAM PROPERTY
ANNEXATION REQUEST
Franklin, Williamson County, Tennessee

Revision Date
1 September 29, 2025
2
3
4

ANNEXATION EXHIBIT
SHEET
C2.0
COF # ----



PARCEL INFO:

Parcel ID: 105 00102 00005105
Owner: David B. Ingram
Deed Book 6857, Page 78
&
Deed Book 3553, Page 1

LEGEND

TYP	Typical
(D)	Per Deed of Record
P.O.B.	Point of Beginning

TWM CONSULTING ENGINEERING GEOSPATIAL SERVICES

390 Mallory Station Road, Suite 100
Franklin, TN 37067
(615) 814-7414

BOUNDARY EXHIBIT

MAP 105, PARCEL (001.02)

WILLIAMSON County, Tennessee

Survey For the Benefit of:

_____

DATE OF DRAWING: 09-24-2025	
MANAGER: RH	CADD: BWS
PROJECT NUMBER: 231539	
FIELD BOOK NUMBER:	
LAST FIELD WORK:	
CREW CHIEF(S):	
REV. DRAWING:	
SCALE: 1"= 500'	SHEET 1 OF 1

N
N.T.S

LEGAL DESCRIPTION OF LANDS OF DAVID INGRAM

TAX PARCEL ID# 105 00102 00005105

WILLIAMSON COUNTY, TENNESSEE

THE PROPERTY HEREIN DESCRIBED IS LOCATED IN THE FIFTH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE, NORTH OF COLEMAN ROAD AND APPROXIMATELY ONE MILE WEST OF STATE HIGHWAY 31 SOUTH AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE BOUNDARY SURVEY PREPARED BY LICENSED SURVEYOR GREGORY W. MAXWELL ON BEHALF OF SOUTHERN STATES SURVEY, INC., DATED APRIL 4, 2005 AND IDENTIFIED AS JOB/PROJECT NO. 210485 AS FOLLOWS:

BEGINNING AT AN IRON PIN (FOUND) AT THE NORTHEAST COMER OF THE HEREIN DESCRIBED TRACT. SAID POINT BEING A COMMON CORNER WITH THE LANDS OF HILLVIEW FARM TRUST (DEED BOOK 9438 PAGE 867), AND ON THE WEST BOUNDARY OF THE DAVID B INGRAM PROPERTY (DEED BOOK 1053 PAGE193); THENCE, WITH THE WEST BOUNDARY OF SAID INGRAM LAND.

SOUTH 08 DEGREES 24 MINUTES 42 SECONDS WEST, A DISTANCE OF 791.34 FEET TO AN IRON PIN; THENCE, SOUTH 79 DEGREES 02 MINUTES 43 SECONDS EAST A DISTANCE OF 675.16 FEET TO AN IRON PIN; THENCE, CONTINUING WITH THE WEST BOUNDARY OF INGRAM: SOUTH 06 DEGREES 15 MINUTES 13 SECONDS WEST A DISTANCE OF 958.27 FEET TO AN TO IRON PIN; THENCE, SOUTH 83 DEGREES 09 MINUTES 35 SECONDS EAST A DISTANCE OF 14.03 FEET, TO AN TO IRON PIN; THENCE, SOUTH 00 DEGREES 09 MINUTES 30 SECONDS WEST A DISTANCE OF 273.61 FEET TO AN TO IRON PIN ; THENCE, NORTH 80 DEGREES 19 MINUTES 59 SECONDS WEST A DISTANCE OF 641.93 FEET, TO AN TO IRON PIN; THENCE, SOUTH 08 DEGREES 57 MINUTES 46 SECONDS WEST A DISTANCE OF 471.12 FEET TO AN IRON PIN IN THE WEST BOUNDARY OF INGRAM, AND BEING THE SOUTHEAST CORNER OF THE INGRAM 70.00 ACRE PARCEL (DEED BOOK 3553 PAGE 1) AND THE NORTHEAST CORNER OF THE INGRAM 9.892 ACRE PARCEL (DEED BOOK 6857 PAGE 78), AND BOTH BEING PART OF THESE DESCRIBED LANDS; THENCE, CONTINUE WITH THE WEST BOUNDARY LINE OF SAID DAVID B. INGRAM LANDS, SOUTH 08 DEGREES 57 MINUTES 46 SECONDS WEST, A DISTANCE OF 475.40 FEET TO A POINT AT THE SOUTHEAST CORNER OF THESE DESCRIBED LANDS; THENCE LEAVING SAID LANDS OF DAVID B. INGRAM, AND WITH THE NORTH LINE OF THE SOUTH CENTRAL CONFERENCE OF SEVENTH DAY ADVENTIST, INC. (DB 418 PAGE 127), NORTH 81 DEGREES 00 MINUTES 58 SECONDS WEST, A DISTANCE OF 136.54 FEET TO A POINT; THENCE LEAVING THE PROPERTY OF SAID SOUTH CENTRAL CONFERENCE OF SEVENTH DAY ADVENTIST, INC. AND WITH THE NORTH LINE OF THE PROPERTY OF ROBERT AND VIVIAN OWEN (DEED BOOK 6142 PAGE 818), NORTH 79 DEGREES 47 MINUTES 36 SECONDS WEST A DISTANCE OF 777.10 FEET TO A POINT AT THE SOUTHWEST CORNER OF THIS DESCRIBED TRACT OF LAND AND THE SOUTHEAST CORNER OF THE HARLIN TRUST (DEED BOOK 9090 PAGE 659); THENCE, WITH THE EAST LINE OF SAID HARLIN TRUST; NORTH 07 DEGREES 11 MINUTES 27 SECONDS EAST A DISTANCE OF 458.70 FEET TO AN IRON PIN; THENCE CONTINUE WITH SAID LANDS OF HARLIN TRUST, NORTH 07 DEGREES 11 MINUTES 27 SECONDS EAST A DISTANCE OF 2,572.04 FEET TO A POINT AT THE SOUTHWEST COMER OF THE LANDS OF HILLVIEW FARM TRUST (DEED BOOK 9438 PAGE 867),AND BEING THE NORTHWEST COMER OF THE HEREIN DESCRIBED TRACT; THENCE LEAVING THE EAST LINE OF SAID HARLIN TRUST LANDS AND WITH THE SOUTH LINE OF SAID HILLVIEW FARM TRUST; SOUTH 76 DEGREES 41 MINUTES 37 SECONDS EAST A DISTANCE OF 867.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 79.892 ACRES BY DEED

BEARINGS ARE BASED ON MAGNETIC NORTH (DATE:04-06-01) AS REFERENCED ON BOUNDARY SURVEY OF THESE LANDS DATED 04-05-02 BY SOUTHERN STATES SURVEY, INC., DATED APRIL 4, 2005 AND IDENTIFIED AS JOB/PROJECT NO. 210485

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
BOYLE
Building community since 1933.
Kimley»Horn

INGRAM PROPERTY
ANNEXATION REQUEST
Franklin, Williamson County, Tennessee

Revision Date
1 September 29, 2025
2
3
4

BOUNDARY SURVEY & LEGAL DESCRIPTION

SHEET
C3.0

COF # ----

City of Franklin

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

File #: 21-02186

DATE: 11/11/2025

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 2025-84, A Resolution Approving A Revised Development Plan For West Franklin Park PUD Subdivision, With One Modification of Development Standards (Parking), For The Property Located North Of McEwen Drive And East Of Interstate 65, At 6100 And 6700 Tower Circle. Establishing A Public Hearing On December 9, 2025
FMPC 10/23/25, 9-0 (MOS 1: 9-0)

PURPOSE:

PROJECT INFORMATION
COF Project Number: 8932
Applicant: Gary Vogrin, Kiser and Vogrin Design
Owner: Neil Edwards, NW Franklin Park Land, LLC

BACKGROUND/STAFF COMMENTS:
The proposed West Franklin Park PUD Subdivision is a development consisting of 32.43 acres located north of McEwen Drive and east of Interstate 65, addressed as 6100 and 6700 Tower Circle. The proposed revision has one request for a modification of standards for parking with no other new requests. This modification of standards request is to align with the current zoning ordinance's parking minimums but maintain their vesting with regard to all other development standards. The development plan does include minor revisions to match the approved site plan (COF #8525). The parking reductions requested only impact the parking garages at the lowest levels, which does not impact the site layout, on-street parking, or exterior architecture of the plan. There are no proposed changes to the plan's approved 555 multifamily dwelling units or 320,116 commercial square feet so there is no associated rezoning.

MODIFICATION OF STANDARD:
There is one modification of standards request for this plan.

MOS #1: Requesting a modification of standards requests a modification in base parking rates to

align with the parking rates matching the approved January 1, 2025 Franklin Zoning Ordinance. The reduction of parking rates can be supported with no changes to the design included with the development plan.

The minimum parking requirements of the project's vested zoning ordinance (December 8, 2020) are in chapter 10.1.6 (Minimum Parking) and they require, "1.5 parking stalls for studio and 1-bedroom multifamily units, 2.5 parking stalls for 2-bedroom multifamily units, 3 parking stalls for 3-bedroom multifamily units, and 4 parking stalls per 1,000 SF of office space." The modification of standards is to apply the current zoning ordinance (January 1, 2025) parking minimums in chapter 10.2.3 (Minimum Parking) which require, "1.25 parking stalls for studio and 1-bedroom multifamily units, 2.25 parking stalls for 2-bedroom and 3-bedroom multifamily units, and 3 parking stalls per 1,000 SF of office space." The parking reduction of 384 stalls only impact the parking garages at the lowest levels. This request aligns with the current zoning ordinance and is consistent with Envision Franklin. Staff recommends approval of MOS #1.

PROCEDURAL REQUIREMENTS:
1. If the plan receives BOMA approval, the applicant shall upload the corrected plan to the online plan review website (https://franklin.contractorsplanroom.com/secure/). All revisions to the approved plans shall be “clouded.” With the resubmittal, each condition of approval/open issue in the online plan review system shall contain a full response from the applicant as to the satisfaction or completion of that condition.
2. The city’s project identification number shall be included on all correspondence with any city department relative to this project.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Franklin Municipal Planning Commission recommends approval with conditions of Resolution 2025-84 by a vote of 9-0. Staff recommends that Resolution 2025-84 be approved with conditions.

RESOLUTION 2025-84

A RESOLUTION APPROVING A REVISED DEVELOPMENT PLAN FOR WEST FRANKLIN PARK PUD SUBDIVISION, WITH ONE MODIFICATION OF DEVELOPMENT STANDARD (PARKING), FOR THE PROPERTY LOCATED NORTH OF MCEWEN DRIVE AND EAST OF INTERSTATE 65, 6100 AND 6700 TOWER CIRCLE.

WHEREAS, the Planned Unit Development (PUD) process is a review procedure that is intended to encourage innovative land planning and design and avoid the monotony sometimes associated with large developments by:

(a) Reducing or eliminating the inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots;

(b) Allowing greater freedom in selecting the means to provide access, light, open space, and design amenities;

(c) Encouraging a sensitive design that respects the surrounding established land use character and natural or man-made features of the site including, but not limited to, trees, historic features, streams, hillsides, and floodplains;

(d) Promoting quality design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations, and land uses; and

(e) Allowing deviations from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of this ordinance; and

WHEREAS, the PUD process requires the approval of a Development Plan that is reviewed and approved by the Board of Mayor and Aldermen (BOMA), after a public hearing and a recommendation by the Franklin Municipal Planning Commission (FMPC); and

WHEREAS, BOMA originally rezoned the subject Property as part of Ordinance 2021-27 on September 28, 2021, and originally approved a Development Plan for the subject property as part of Resolution 2021-123 on September 14, 2021; and

WHEREAS, in accordance with the provisions of the City of Franklin, Tennessee, Zoning Ordinance, and as required by *Tennessee Code Annotated* § 13-4-310, as amended, the approval of the Development Plan by the BOMA in Resolution 2021-123, initiated a vesting period during which the development standards adopted by the City, and in effect on the date of approval, remain the standards applicable to the approved PUD Development Plan; and

WHEREAS, the property owner is now wishing to revise the Development Plan on the property to correspond with the entitlements shown on the Revised Development Plan; and

WHEREAS, amendments to Development Plans approved on, or after January 1, 2015, shall be reviewed pursuant to the requirements of the Franklin Zoning Ordinance Subsection Ordinance Subsection 20.19.

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

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

PREMISES CONSIDERED

Map-Parcel	Acres
062 – 01424	1.90
062 – 01427	5.97
062 – 01431	4.99
062 – 01432	5.24
062 – 01433	5.76
062 – 01430	6.34
062 – 01435	2.58
Total	32.43

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

SECTION III: That the overall entitlements, as amended, for the West Franklin Park PUD Subdivision, Revision 1 are as follows:

Entitlements	**West Franklin Park PUD Subdivision, Revision 1**
Original Base Zone District	Planned District (PD 17.11/320,116)
Other Zoning Overlays	FFO, FWO
Number of Dwelling Units	555
Number of Nonresidential Square Footage	320, 116 SF
Number of Hotel Rooms	None
Open Space Requirements	Per City of Franklin Project # 2572
Number of Phases in Development	Three
Vested Development Plan Approval	Resolution No. 2021-123 Date of approval: September 14, 2021
Development Plan Revision Number	1

SECTION IV: That the Revised Development Plan, the exhibits accompanying the Development Plan, and all conditions and restrictions placed upon the Development Plan by the Franklin Municipal Planning Commission and this Board shall be made a part of this Resolution as though copied verbatim herein, and that a permanent record of the Development Plan, the exhibits accompanying the

Development Plan, and all such conditions and restrictions shall be kept in the Franklin Planning and Sustainability Department.

SECTION V: That the following Modifications of Development Standards (MOS) is bieng requested:

MOS 1: **Minimum Parking**

Approved: _____

Denied: _____

Chapter 10.1.6. Which requires the following minimum parking rates:

LAND USE		REQUIRED RATES (PER COF ZONING ORDINANCE DATED 12.08.2020)
MULTI-FAMILY	STUDIO	1.50
	1-BEDROOM	1.50
	2-BEDROOM	2.50
	3-BEDROOM	3.00
OFFICE		4/1000 SF
RETAIL		3.33/1000 SF

Request to apply the following minimum parking rates:

LAND USE		PROPOSED RATES (PER COF ZONING ORDINANCE DATED 01.01.2025)
MULTI-FAMILY	STUDIO	1.25
	1-BEDROOM	1.25
	2-BEDROOM	2.25
	3-BEDROOM	2.25
OFFICE		3/1000 SF
RETAIL		3.33/1000 SF

Staff recommended approval.

SECTION VI. That this Resolution shall take effect from and after its passage, the health, safety, and welfare of the citizens requiring it.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 202_.

ATTEST:

By: _____
Angie Skarp
City Recorder

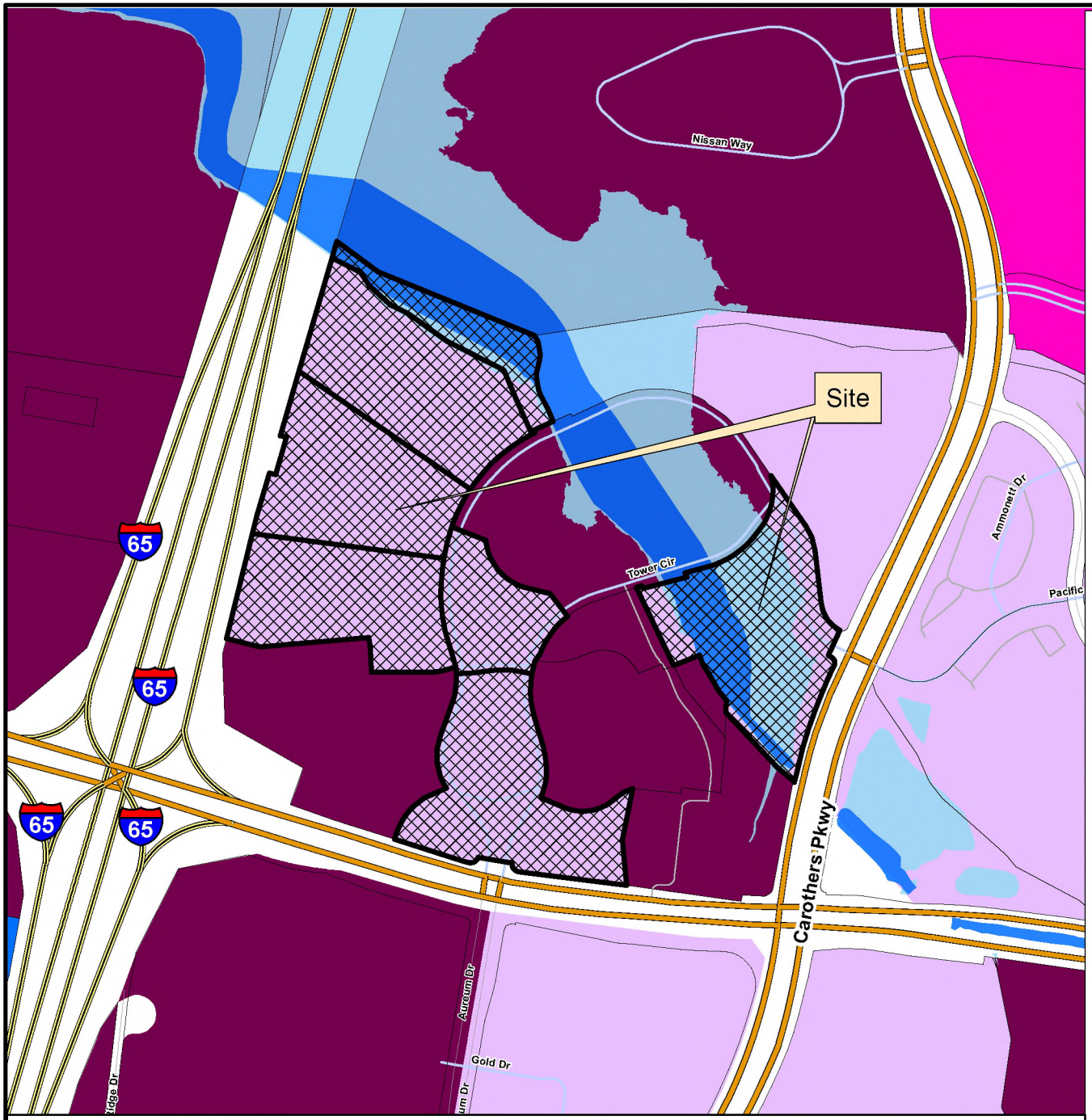
CITY OF FRANKLIN, TN:

By: _____
DR. KEN MOORE
Mayor

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE:	September 2, 2025
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:	September 25, 2025
NEIGHBORHOOD MEETING:	September 4, 2025
PLANNING COMMISSION RECOMMENDED APPROVAL:	_____
PUBLIC HEARING AND BOMA APPROVAL:	_____



WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1
RESOLUTION 2025-84

Project Information
Existing Zoning: Planned (PD 17.11/320,116) District
Overlay Districts: FFO, FWO
Site Acreage: 32.43 acres
Approved Dwelling Units: 555
Approved Nonresidential SF: 320,116 SF

Legend

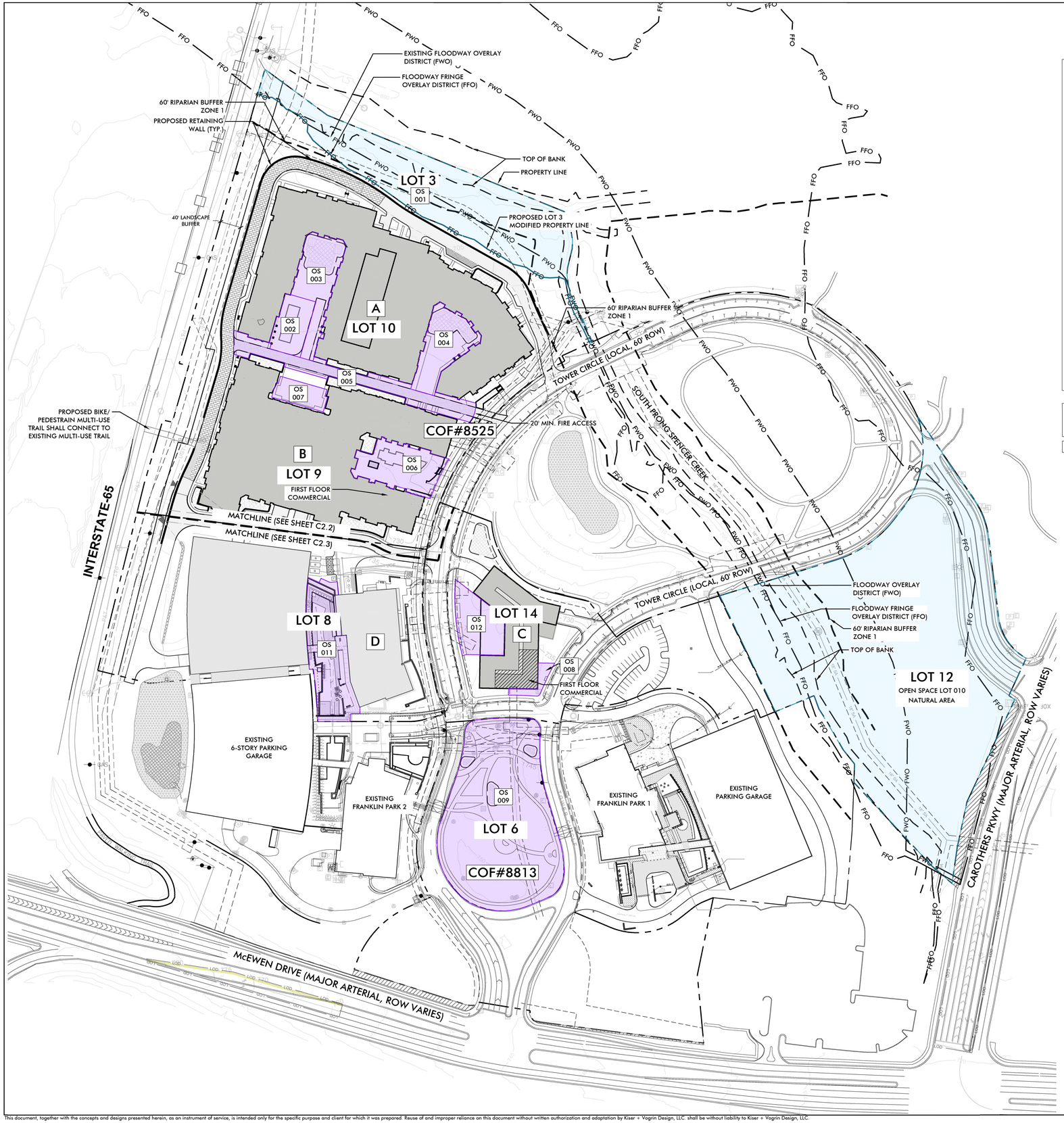
- West Franklin Park PUD Subdivision
- Floodway Fringe Overlay
- Floodway Overlay
- AG Agricultural District
- ER Estate Residential District
- R1 Residential 1 District
- R2 Residential 2 District
- R3 Residential 3 District
- R4 Residential 4 District
- R6 Residential 6 District
- MR Mixed Residential District
- PD Planned District
- OR Office Residential District
- CI Civic Institutional District
- NC Neighborhood Commercial District
- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- 5TH Avenue District
- RC4 Regional Commerce 4 District
- RC6 Regional Commerce 6 District
- RC12 Regional Commerce 12 District
- GO General Office District
- LI Light Industrial District
- HI Heavy Industrial District

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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N

0 250 500 1,000
Feet

HISTORIC FRANKLIN TENNESSEE



TREE REPLACEMENT NOTE:
Refer to COF #2572 open space and tree information charts, 392 caliper inches of replacement trees to be included at site plan

IMPACT STATEMENT

STREET NETWORK
AS IDENTIFIED IN THE TIA RECOMMENDED IMPROVEMENTS, AT CAROTHERS PARKWAY AND TOWER CIRCLE IT IS RECOMMENDED TO INCLUDE ADJUSTED SIGNAL TIMINGS AND MODIFIED EXISTING TRAFFIC SIGNAL OPERATION TO INCORPORATE A PERMISSIVE OVERLAP RIGHT-TURN ARROW. AT CAROTHERS PARKWAY AND EAST MCEWEN DRIVE RECOMMENDATIONS INCLUDE ADJUSTED SIGNAL TIMINGS AND AN ADDITIONAL SOUTHBOUND LANE AT CAROTHERS PARKWAY BETWEEN TOWER CIRCLE AND EAST MCEWEN DRIVE. THIS LANE SHOULD RESULT IN TWO LEFT-TURN LANES, THREE THROUGH LANES, AND TWO RIGHT TURN LANES. AT MCEWEN DRIVE AND I-65 IT IS RECOMMENDED TO EXTEND THE EXISTING WESTBOUND RIGHT-TURN LANE ALONG EAST MCEWEN DRIVE FROM 225 FEET OF STORAGE TO FULL STORAGE (APPROXIMATELY 850 FEET). LASTLY, IT HAS BEEN RECOMMENDED TO ADJUST SIGNAL TIMINGS AT EAST MCEWEN DRIVE AND TOWER CIRCLE.

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT (MVUD) VIA AN EXISTING WATER MAIN THAT RUNS FROM EAST MCEWEN DRIVE ALONG TOWER CIRCLE ROAD TO THE PROPOSED DEVELOPMENT. PROJECTED MAXIMUM WATER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 490 SFUE.

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN VIA EXISTING SEWER SURROUNDING THE SITE IN TOWER CIRCLE ROAD. PROJECTED MAXIMUM SEWER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 437 SFUE. PROJECTED MAXIMUM SEWER DEMAND ORIGINALLY APPROVED FOR THE OVERALL SITE WAS 750 SFUE. THE REVISED PROPOSED MAXIMUM SEWER DEMAND FOR THE OVERALL SITE IS APPROXIMATELY 811 SFUE.

STORMWATER
POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES WITH ULTIMATE OUTFLOW INTO SOUTH PRONG SPENCER CREEK. POND 1, 2, AND 3 ARE NEWLY PROPOSED DETENTION PONDS SERVING LOTS 9 AND 10 (5.88 IMPERVIOUS AREA). LOT 14 IS TO BE SERVED BY THE REGIONAL DETENTION POND WITHIN FRANKLIN PARK, APPROXIMATELY 6.56 AC OF IMPERVIOUS AREA IS PROPOSED AT FINAL BUILDOUT OF LOT 9, 10, AND 14.

ELECTRICITY
ELECTRICITY WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS
NATURAL GAS WILL BE PROVIDED BY ATMOS GAS, IF AVAILABLE.

RIPARIAN BUFFER NOTE:
"There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation in riparian buffers except as permitted by the City Engineer, or his designee."

REFER TO COF #8525 FOR BUFFER MANAGEMENT PLAN

LEGEND
- PROPOSED STORMWATER AREAS
- MATCHLINES
- PROPERTY LINES

GENERAL NOTES:
1. DOOR LOCATIONS ARE INTENDED TO SHOW THE ACTIVATION AT THE GROUND LEVEL ON TOWER PARK CIRCLE, BUT ARE SUBJECT TO CHANGE UPON FINAL SITE PLAN SUBMITTAL. THERE WILL BE DOORS IN THESE APPROXIMATE LOCATIONS. SEE A01-A03 FOR APPROX. LOCATIONS.
2. REFER TO PLAN ENLARGEMENTS FOR DETAILED SITE INFORMATION

SITE DATA CHART:

PROJECT NAME: WEST FRANKLIN PARK
COF PROJECT NUMBER: 7587
TAX MAP: 062
GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle Franklin, TN 37067
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9
PUD SITE ACREAGE: 32.43 AC
PUD SITE SQUARE FOOTAGE: 1,412,650.8 SF
VESTING: September 13, 2027

REGULATIONS

BASE ZONING: RC12 REGIONAL COMMERCE 12
PROPOSED ZONING: PLANNED (PD 17.11/ 320,116) DISTRICT
OVERLAY ZONING: FFO, FWO
BUILDING TYPES APPLIED: MULTI-FAMILY, COMMERCIAL/ MIXED-USE, LARGE -SCALE OFFICE BUILDING
FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
- FRONT YARD: 10'
- SIDE YARD: 5'
- REAR YARD: 0'

DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 17.11 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 1,883 SPACES
- RESIDENTIAL: (1.25/ STUDIO &1 BR, 2.25/ 2 BR & 3 BR) 919 SPACES
- OFFICE: (3/ 1,000 SF) 934 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

ENVISION FRANKLIN DESCRIPTION: THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL, RETAIL, AND OFFICE USES CONSISTENT WITH ENVISION FRANKLIN.

WEST FRANKLIN PARK BUILDING DATA

BUILDING KEY	RETAIL (SF)	OFFICE (SF)	RESIDENTIAL (DU)	BUILDING STORIES	REQUIRED PARKING (SPACES)	GARAGE PARKING (SPACES)	PARALLEL PARKING (SPACES)	TOTAL PROPOSED PARKING (SPACES)
A			280	4-5	438	438	3	441
B	3,900		200	4-5	368	358	10	368
C	5,000		75	4-5	143	143	26	169
D		311,216		12	934	934	8	942
TOTAL	8,900	311,216	555	4-12	1,883	1,873	47	1,920

OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 32.43 AC (1,412,650.8 SF)
FORMAL OPEN SPACE ACREAGE REQUIRED PER COF#2572: 3.52 AC
INFORMAL OPEN SPACE REQUIRED PER COF#2572: 1.41 AC

OPEN SPACE PROVIDED

OS LOT #	OPEN SPACE TYPE	AREA OF OPEN SPACE (SF)	HARDSCAPE AREA% REQUIRED	STORMWATER FEATURE INCLUDED?	PROPOSED FEATURES
OS 001	NATURAL AREA	71,711	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 002	NEIGHBORHOOD AMENITY	8,045	N/A	N	POOL AMENITY
OS 003	POCKET PARK	14,375	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 004	POCKET PARK	13,297	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 005	GREENWAY	16,133	N/A	N	MULTI-USE TRAIL EXTENDING TO EXISTING TRAIL SYSTEM
OS 006	NEIGHBORHOOD AMENITY	14,732	50% - 80%	N	POOL AMENITY
OS 007	NEIGHBORHOOD AMENITY	5,000	50% - 80%	N	SPORT COURT
OS 008	OUTDOOR DINING AREA	2,080	N/A	N	OUTDOOR DINING AREA WITH PLANTING STRIP, DINING TABLE AND CHAIRS
OS 009	POCKET PARK	79,315	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 010	NATURAL AREA	269,126	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 011	POCKET PARK	21,753	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 012	PLAZA	11,347	80%	N	FORMAL GATHERING SPACE INCLUDING LANDSCAPE, SEATING, LIGHTING, AND FURNISHINGS

TOTAL PROVIDED: (FORMAL: 186,077 SF (4.27 AC) & INFORMAL: 340,837 SF (7.82 AC))
REFER TO COF PROJECT #2572 FOR ORIGINAL OPEN SPACE CHARTS

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE

Kimley»Horn
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Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com
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KVD
3005 Meridian Blvd Ste 100 Franklin, TN 37067
615.700.0567 | www.kisergroup.com

MICHAEL VOGRIN — REGISTERED — TENNESSEE NO. 3282 — LANDSCAPE ARCHITECT
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025
KVD PROJECT NO. 23094

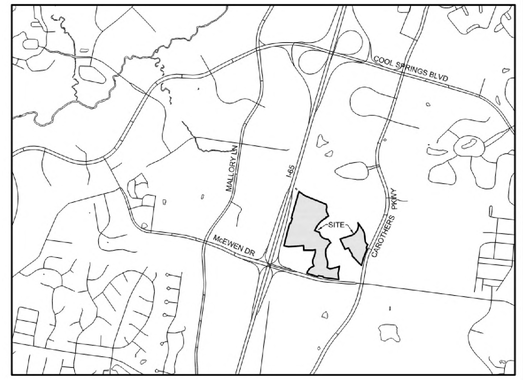
DRAWING TITLE:
DEVELOPMENT PLAN

SHEET NUMBER
C2.1

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WEST FRANKLIN PARK PUD SUBDIVISION
Development Plan, Revision 1
Lots 3, 6, 8-10,12 & 14
TAX MAP 062, GROUP K & L
PARCELS 01424, 01427, 01429-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle
Franklin, TN 37067
COF # 8932



SITE LOCATION MAP
N.T.S

DEVELOPER
NORTHWOOD RAVIN
Northwood Ravin
NW Franklin Park, LLC
3015 Carrington Mill Blvd.
Suite 460
Morrisville, NC 27560
Contact: Neil Edwards
980.322.6166

LANDSCAPE ARCHITECT / APPLICANT
LANDSCAPE ARCHITECTURE & LAND PLANNING
Kiser+Vogrin Design
5005 Meridian Blvd
Suite 100
Franklin, TN 37067
Contact: Gary Vogrin
615.708.0567

ARCHITECT
906 STUDIO ARCHITECTS
906Studio
143 Fifth Avenue South
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BUILDING C VIEWS	A03	08-25-25	09-08-25	10-02-25	

Comprehensive Review at Site Plan:
Comprehensive review of roadway, stormwater, and utility elements by City of Franklin Staff will occur at Site Plan. Project entitlements approved with this Development Plan do not constitute approval of the roadway, stormwater, and utility elements shown on the Development Plan. If, upon application of City of Franklin street, stormwater, and utility standards at Site Plan, the applicant cannot achieve the maximum approved entitlements, the applicant shall be confined to the entitlements achievable from the application of said standards.

Parkland Dedication Requirements:
555 units x $4,304= $2,388,720 to meet the ordinance.

25% of the total amount or $597,180 will be due at final plat plus the number of dwellings for that phase at a rate of $3,228 per unit.

The 25% or $597,180 will not be reimbursable and will remain in Quad 1 for future Parks.

The 75% or $1,791,540 is possible for reimbursement with an agreement and exhibits showing improvements.

The developer shall enter into a contract with the city which contains terms and conditions relative to the parkland impact fees required to be paid by the developer and/or any off-sets granted for parkland dedication and/or construction of park improvements as may be requested by the developer. Such contract shall be finalized concurrently with the approval of a development plan or site plan when a development plan is not required. When neither a development plan or site plan exist, the contract shall be approved by BOMA prior to the issuance of a building permit and shall contain financial assurances to the city.

REVISION 1 PURPOSE:
REVISION 1 IS TO ONLY REQUEST A MODIFICATION OF STANDARDS FOR PARKING. ALL OTHER CHANGES TO DEVELOPMENT PLAN, REVISION 1, ARE TO UPDATE MINOR REVISIONS TO MATCH THE CURRENT APPROVED SITE PLAN (COF #8525). THE PARKING REDUCTIONS SHALL ONLY IMPACT THE PARKING GARAGES AT THE LOWEST LEVELS, WHICH WILL NOT IMPACT THE SITE LAYOUT, ON-STREET PARKING, OR EXTERIOR ARCHITECTURE IN ANY WAY.

REFER TO COF #2572 FOR THE UNIFIED PLAN FOR OPEN SPACE AND TREE REPLACEMENT

REFER TO COF #8525 FOR BUFFER MANAGEMENT PLAN

THE LOTS SHOWN IN THIS DEVELOPMENT PLAN, ALONG WITH LOTS 4, 5, 7, AND11 OF THE FRANKLIN PARK SUBDIVISION, WERE FIRST APPROVED AS A UNIFIED SITE PLAN FOR OVERALL OPEN SPACE REQUIREMENTS AND TREE PRESERVATION REQUIREMENTS. BECAUSE SEVERAL OF THE LOTS FROM THIS UNIFIED SITE PLAN HAVE ALREADY BEEN DEVELOPED USING THE PARAMETERS OF THE PREVIOUSLY APPROVED UNIFIED SITE PLAN, THE REQUIREMENTS FROM COF 2572 ARE HONORED ON THIS DEVELOPMENT PLAN. THE TREE PRESERVATION, TREE REPLACEMENT, AND OPEN SPACE REQUIREMENTS ARE MET OR EXCEEDED WITH THIS PLAN.

MODIFICATION OF STANDARDS #1 -
MINIMUM PARKING
Section 10.2.3 Minimum Parking (Previously 10.1.6 Parking Minimum)

Modification Request:

THIS PROPOSED MODIFICATION OF STANDARDS REQUESTS A MODIFICATION IN BASE PARKING RATES TO ALIGN WITH THE PARKING RATES MATCHING THE APPROVED JANUARY 1, 2025 FRANKLIN ZONING ORDINANCE. THE REDUCTION OF PARKING RATES IS SUPPORTED WITH NO CHANGES TO THE DESIGN INCLUDED WITH THE DEVELOPMENT PLAN.

1. The modification will enhance the design of the development more than if the standards were strictly adhered to: This requested modification seeks the ability to apply the current minimum parking requirements to the approved uses.

2. The conditions upon which the request is based are unique to the design intent for the development and are not applicable generally to other property: This requested modification seeks the ability to apply the current minimum parking requirements to the approved uses.

3. The modification is consistent with the intent of Envision Franklin:
a.a. Envision Franklin consistently references minimizing the impact of parking.
a.b. Off-street parking should be provided, and parking structures are encouraged. Parking should be located to the rear of buildings with limited side parking. Streets internal to a development may have on-street parking.
a.c. Large expanses of pavement, particularly between a building and a street, should be avoided. Architectural and/or landscape features should be used so as to diminish the appearance of parking from public view.

LAND USE		REQUIRED RATES (PER COF ZONING ORDINANCE DATED 12.08.2020)	PROPOSED RATES (PER COF ZONING ORDINANCE DATED 01.01.2025)
MULTI-FAMILY	STUDIO	1.50	1.25
	1-BEDROOM	1.50	1.25
	2-BEDROOM	2.50	2.25
	3-BEDROOM	3.00	2.25
OFFICE		4/1000 SF	3/1000 SF
RETAIL		3.33/1000 SF	3.33/1000 SF

WEST FRANKLIN PARK BUILDING DATA, REVISION 1

BUILDING KEY	RETAIL (SF)	OFFICE (SF)	RESIDENTIAL (DU)	BUILDING STORIES	ORIGINAL PUD: REQUIRED PARKING (SPACES)	ORIGINAL PUD: GARAGE PARKING (SPACES)	ORIGINAL PUD: PARALLEL PARKING (SPACES)	ORIGINAL PUD: TOTAL PROPOSED PARKING (SPACES)	REVISION 1: REQUIRED PARKING (SPACES)	REVISION 1: GARAGE PARKING (SPACES)	REVISION 1: PARALLEL PARKING (SPACES)	REVISION 1: TOTAL PROPOSED PARKING (SPACES)	NET CHANGE OF REQUIRED SPACES
A			280	4-5	474	555	2	557	438	438	3	441	-36
B	3,900		200	4-5	382	420	10	430	368	358	10	368	-14
C	5,000		75	4-5	166	140	35	175	143	143	26	169	-23
D		311,216		12	1,245	1,367	0	1,367	934	934	8	942	-311
TOTAL	8,900	311,216	555	4-12	2,267	2,482	47	2,529	1,883	1,873	47	1,920	-384

SITE DATA CHART:

PROJECT NAME: WEST FRANKLIN PARK
COF PROJECT NUMBER: 7587
TAX MAP: 062
GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle Franklin, TN 37067
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9
PUD SITE ACREAGE: 32.43 AC
PUD SITE SQUARE FOOTAGE: 1,412,650.8 SF
VESTING: September 13, 2027

REGULATIONS
BASE ZONING: RC12 REGIONAL COMMERCE 12
PROPOSED ZONING: PLANNED (PD 17.11/ 320,116) DISTRICT
OVERLAY ZONING: FFO, FWO
BUILDING TYPES APPLIED: MULTI-FAMILY, COMMERCIAL/ MIXED-USE, LARGE -SCALE OFFICE BUILDING
FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
FRONT YARD: 10'
SIDE YARD: 5'
REAR YARD: 0'
DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 17.11 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 1,883 SPACES
- RESIDENTIAL: (1.25/ STUDIO &1 BR, 2.25/ 2 BR & 3 BR) 919 SPACES
- OFFICE: (3/ 1,000 SF) 934 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

VESTING DEVELOPMENT STANDARDS	
DEVELOPMENT STANDARD	VERSION/DATE
ZONING ORDINANCE	12-08-2020
SUBDIVISION REGULATIONS	12-12-2019
HISTORIC DISTRICT DESIGN GUIDELINES	N/A
TRANSPORTATION & STREET TECHNICAL STANDARDS	04-25-2017
STORMWATER BMP MANUAL	01-01-2016
TECHNICAL SPECIFICATIONS FOR UTILITY INSTALLATION	10-13-2020
MUNICIPAL CODE	EFFECTIVE DATES VARY PER STANDARD

GARY MICHAEL VOGRIN — REGISTERED LANDSCAPE ARCHITECT — TENNESSEE NO. 329 — 10.02.25

DEATON J. HILDABRAND — REGISTERED ENGINEER — AGRICULTURE — 10/01/2025 — COMMERCE — No. 127214 — STATE OF TENNESSEE

MICHAEL A. HATHAWAY — REGISTERED ARCHITECT — AGRICULTURE — COMMERCE — No. 20975 — STATE OF TENNESSEE — 10-2-25

C0.0

DATE: 10-02-2025

NOT FOR CONSTRUCTION



SURVEY NOTES

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STORMWATER NARRATIVE

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SITE SLOPE TABLE

	14% - 19.99%
	20% and above

GRAPHIC SCALE IN FEET
0 50 100 200

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DEATON J. HILDABRAND
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No. 127215
10/01/2025
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

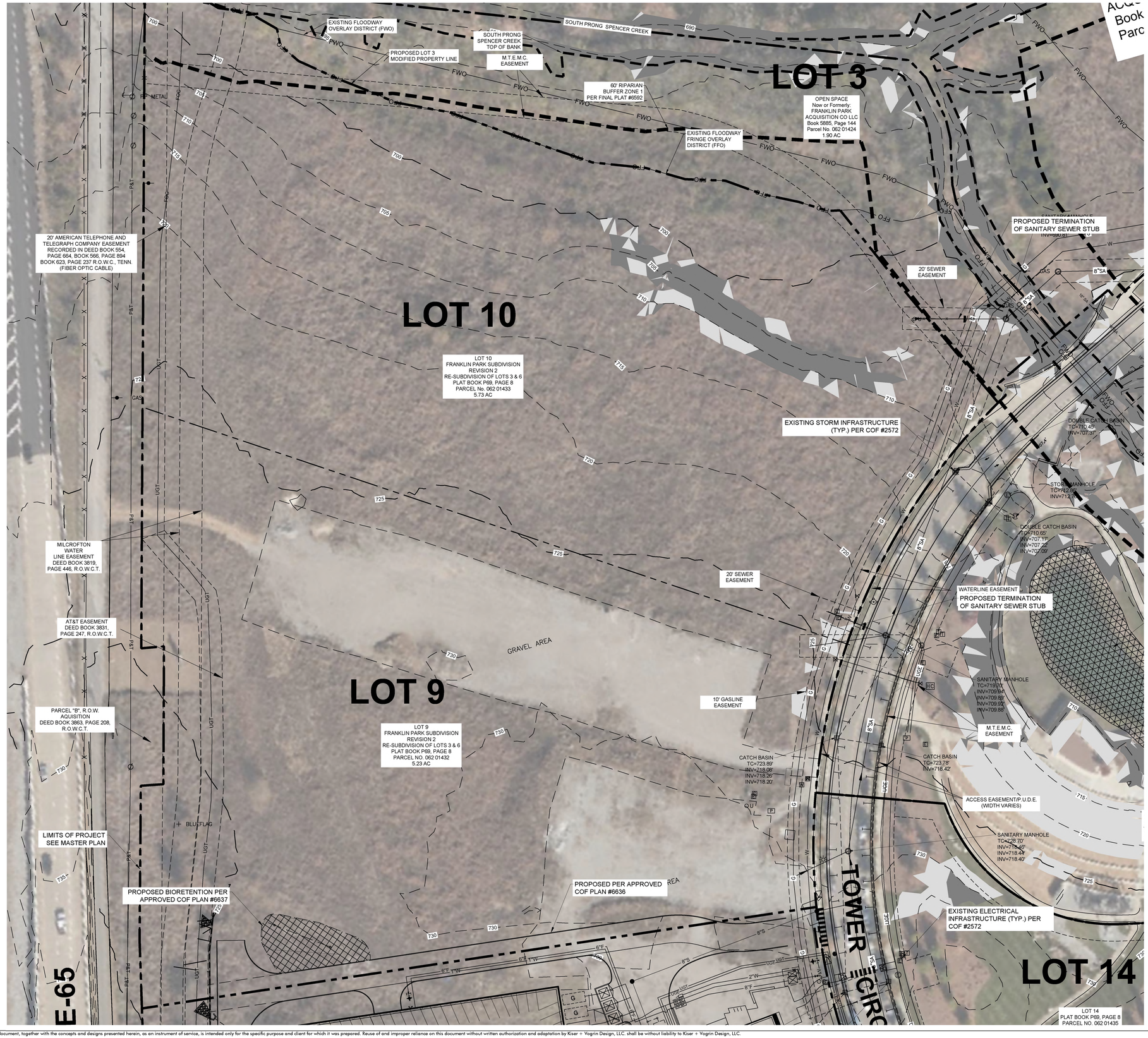
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GRAPHIC SCALE IN FEET
0 20 40 80

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6100 & 6700 TOWER CIRCLE
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FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO. 23094

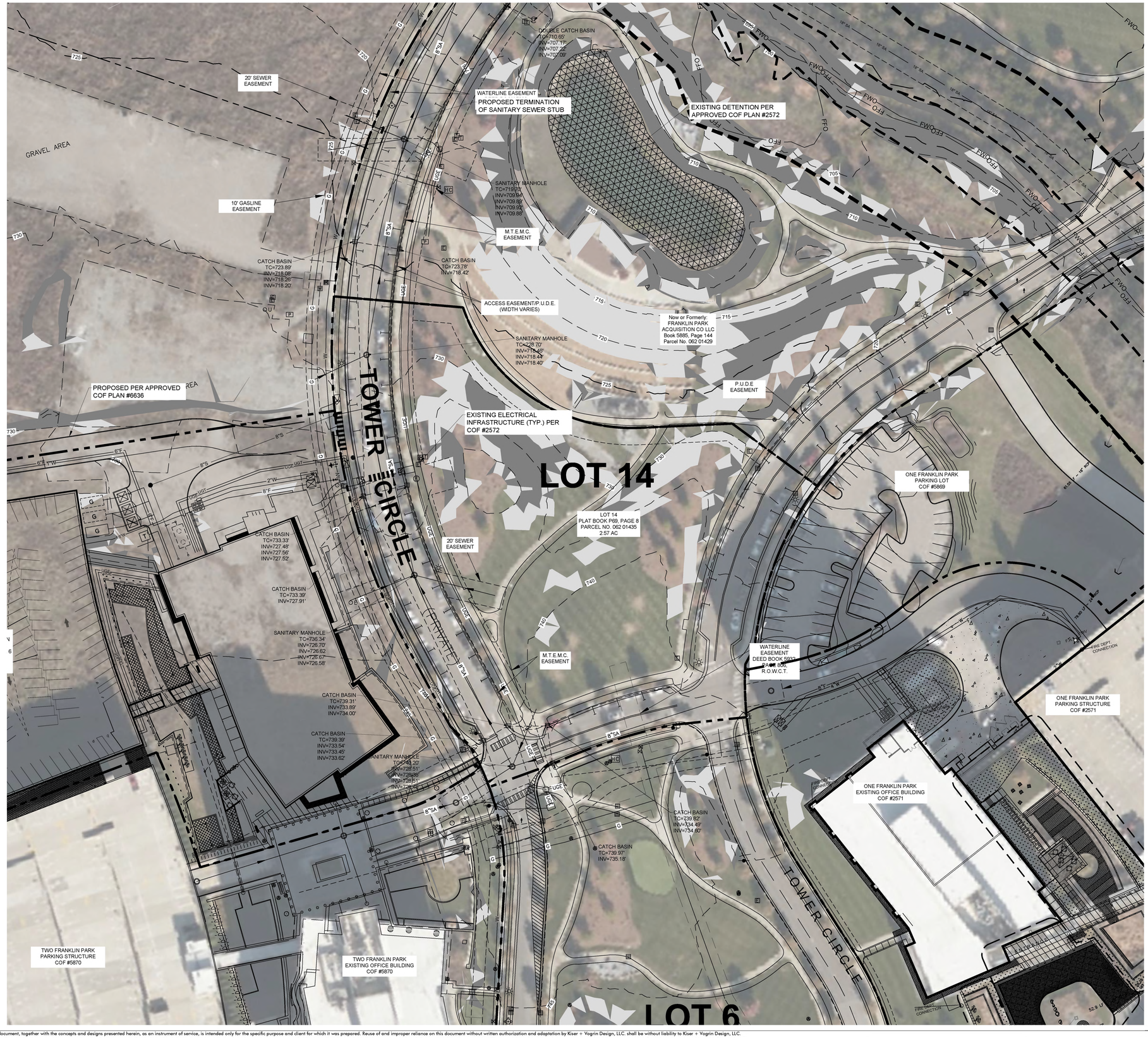
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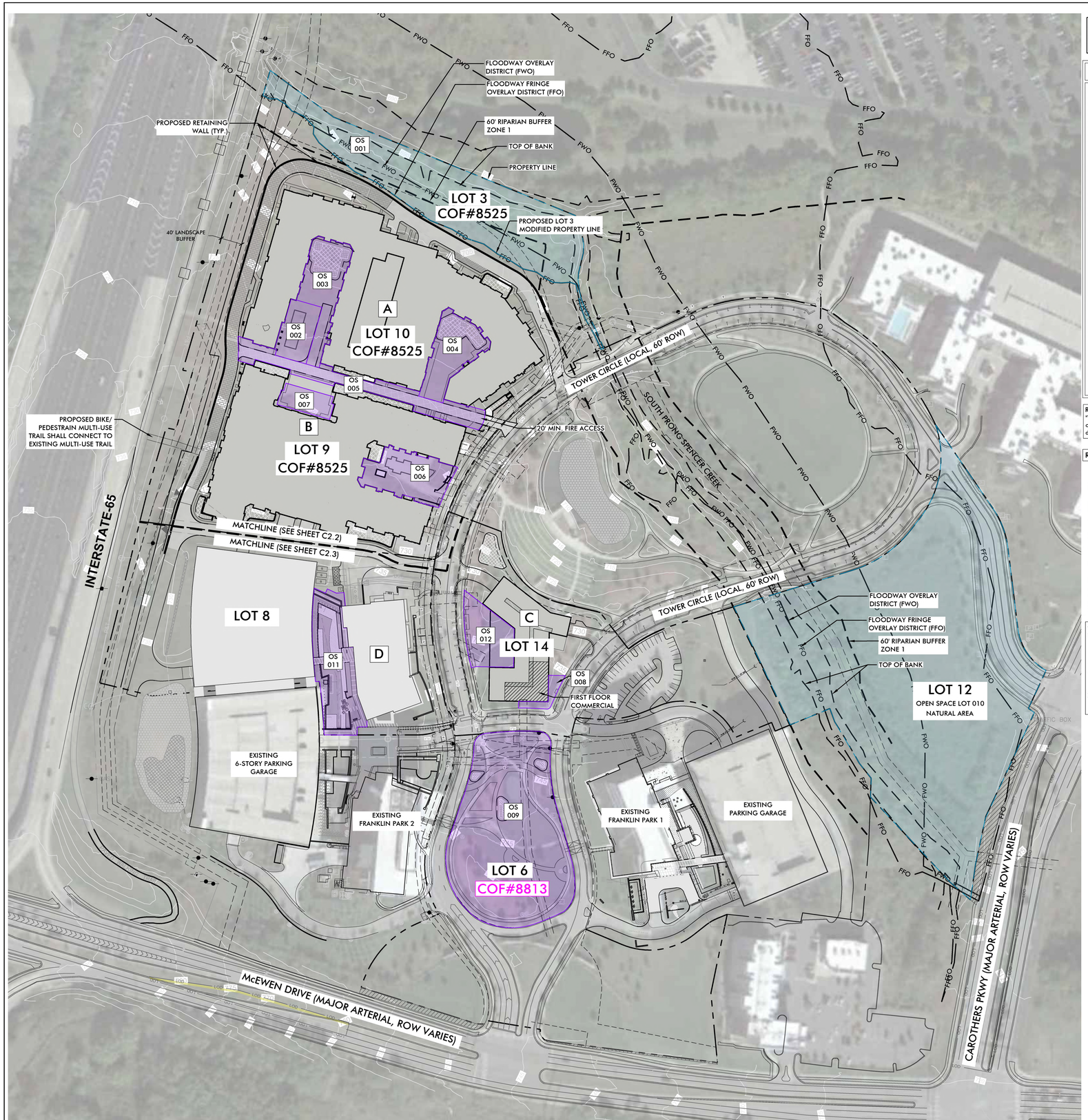
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TREE REPLACEMENT NOTE:
Refer to COF #2572 open space and tree information charts, 392 caliper inches of replacement trees to be included at site plan

IMPACT STATEMENT

STREET NETWORK
AS IDENTIFIED IN THE TIA RECOMMENDED IMPROVEMENTS, AT CAROTHERS PARKWAY AND TOWER CIRCLE IT IS RECOMMENDED TO INCLUDE ADJUSTED SIGNAL TIMINGS AND MODIFIED EXISTING TRAFFIC SIGNAL OPERATION TO INCORPORATE A PERMISSIVE OVERLAP RIGHT-TURN ARROW. AT CAROTHERS PARKWAY AND EAST MCEWEN DRIVE RECOMMENDATIONS INCLUDE ADJUSTED SIGNAL TIMINGS AND AN ADDITIONAL SOUTHBOUND LANE AT CAROTHERS PARKWAY BETWEEN TOWER CIRCLE AND EAST MCEWEN DRIVE. THIS LANE SHOULD RESULT IN TWO LEFT-TURN LANES, THREE THROUGH LANES, AND TWO RIGHT TURN LANES. AT MCEWEN DRIVE AND I-65 IT IS RECOMMENDED TO EXTEND THE EXISTING WESTBOUND RIGHT-TURN LANE ALONG EAST MCEWEN DRIVE FROM 225 FEET OF STORAGE TO FULL STORAGE (APPROXIMATELY 850 FEET). LASTLY, IT HAS BEEN RECOMMENDED TO ADJUST SIGNAL TIMINGS AT EAST MCEWEN DRIVE AND TOWER CIRCLE.

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT (MVUD) VIA AN EXISTING WATER MAIN THAT RUNS FROM EAST MCEWEN DRIVE ALONG TOWER CIRCLE ROAD TO THE PROPOSED DEVELOPMENT. PROJECTED MAXIMUM WATER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 490 SFUE.

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN VIA EXISTING SEWER SURROUNDING THE SITE IN TOWER CIRCLE ROAD. PROJECTED MAXIMUM SEWER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 437 SFUE. PROJECTED MAXIMUM SEWER DEMAND ORIGINALLY APPROVED FOR THE OVERALL SITE WAS 750 SFUE. THE REVISED PROPOSED MAXIMUM SEWER DEMAND FOR THE OVERALL SITE IS APPROXIMATELY 811 SFUE.

STORMWATER
POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES WITH ULTIMATE OUTFLOW INTO SOUTH PRONG SPENCER CREEK. POND 1, 2, AND 3 ARE NEWLY PROPOSED DETENTION PONDS SERVING LOTS 9 AND 10 (5.88 IMPERVIOUS AREA). LOT 14 IS TO BE SERVED BY THE REGIONAL DETENTION POND WITHIN FRANKLIN PARK, APPROXIMATELY 6.56 AC OF IMPERVIOUS AREA IS PROPOSED AT FINAL BUILDOUT OF LOT 9, 10, AND 14.

ELECTRICITY
ELECTRICITY WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS
NATURAL GAS WILL BE PROVIDED BY ATMOS GAS, IF AVAILABLE.

RIPARIAN BUFFER NOTE:
"There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation in riparian buffers except as permitted by the City Engineer, or his designee."

REFER TO COF #8525 FOR BUFFER MANAGEMENT PLAN

LEGEND

- PROPOSED STORMWATER AREAS
- MATCHLINES
- PROPERTY LINES

GENERAL NOTES:
1. DOOR LOCATIONS ARE INTENDED TO SHOW THE ACTIVATION AT THE GROUND LEVEL ON TOWER PARK CIRCLE, BUT ARE SUBJECT TO CHANGE UPON FINAL SITE PLAN SUBMITTAL. THERE WILL BE DOORS IN THESE APPROXIMATE LOCATIONS. SEE A01-A03 FOR APPROX. LOCATIONS.
2. REFER TO PLAN ENLARGEMENTS FOR DETAILED SITE INFORMATION

SITE DATA CHART:

PROJECT NAME: WEST FRANKLIN PARK
COF PROJECT NUMBER: 7587
TAX MAP: 062
GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle Franklin, TN 37067
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
Ccivil DISTRICT: 9
PUD SITE ACREAGE: 32.43 AC
PUD SITE SQUARE FOOTAGE: 1,412,650.8 SF
VESTING: September 13, 2027

REGULATIONS

BASE ZONING: RC12 REGIONAL COMMERCE 12
PROPOSED ZONING: PLANNED (PD 17.11/ 320,116) DISTRICT
OVERLAY ZONING: FFO, FWO
BUILDING TYPES APPLIED: MULTI-FAMILY, COMMERCIAL/ MIXED-USE, LARGE -SCALE OFFICE BUILDING
FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
- FRONT YARD: 10'
- SIDE YARD: 5'
- REAR YARD: 0'

DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 17.11 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 1,883 SPACES
- RESIDENTIAL: (1.25/ STUDIO &1 BR, 2.25/ 2 BR & 3 BR) 919 SPACES
- OFFICE: (3/ 1,000 SF) 934 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

ENVISION FRANKLIN DESCRIPTION: THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL, RETAIL, AND OFFICE USES CONSISTENT WITH ENVISION FRANKLIN.

WEST FRANKLIN PARK BUILDING DATA

BUILDING KEY	RETAIL (SF)	OFFICE (SF)	RESIDENTIAL (DU)	BUILDING STORIES	REQUIRED PARKING (SPACES)	GARAGE PARKING (SPACES)	PARALLEL PARKING (SPACES)	TOTAL PROPOSED PARKING (SPACES)
A			280	4-5	438	438	3	441
B	3,900		200	4-5	368	358	10	368
C	5,000		75	4-5	143	143	26	169
D		311,216		12	934	934	8	942
TOTAL	8,900	311,216	555	4-12	1,883	1,873	47	1,920

OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 32.43 AC (1,412,650.8 SF)
FORMAL OPEN SPACE ACREAGE REQUIRED PER COF#2572: 3.52 AC
INFORMAL OPEN SPACE REQUIRED PER COF#2572: 1.41 AC

OPEN SPACE PROVIDED

OS LOT #	OPEN SPACE TYPE	AREA OF OPEN SPACE (SF)	HARDSCAPE AREA% REQUIRED	STORMWATER FEATURE INCLUDED?	PROPOSED FEATURES
OS 001	NATURAL AREA	71,711	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 002	NEIGHBORHOOD AMENITY	8,045	N/A	N	POOL AMENITY
OS 003	POCKET PARK	14,375	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 004	POCKET PARK	13,297	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 005	GREENWAY	16,133	N/A	N	MULTI-USE TRAIL EXTENDING TO EXISTING TRAIL SYSTEM
OS 006	NEIGHBORHOOD AMENITY	14,732	50% - 80%	N	POOL AMENITY
OS 007	NEIGHBORHOOD AMENITY	5,000	50% - 80%	N	SPORT COURT
OS 008	OUTDOOR DINING AREA	2,080	N/A	N	OUTDOOR DINING AREA WITH PLANTING STRIP, DINING TABLE AND CHAIRS
OS 009	POCKET PARK	79,315	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 010	NATURAL AREA	269,126	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 011	POCKET PARK	21,753	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 012	PLAZA	11,347	80%	N	FORMAL GATHERING SPACE INCLUDING LANDSCAPE, SEATING, LIGHTING, AND FURNISHINGS

TOTAL PROVIDED: (FORMAL: 186,077 SF (4.27 AC) & INFORMAL: 340,837 SF (7.82 AC))
REFER TO COF PROJECT #2572 FOR ORIGINAL OPEN SPACE CHARTS

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE

NORTH

0 100 200 300 feet
SCALE: 1"=100'

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214 Oceanside Drive
Nashville, TN 37204
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www.kimley-horn.com
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3005 Meridian Blvd Ste 100 Franklin, TN 37067
615.708.4567 | www.kaservogrin.com

MICHAEL VOGRIN — REGISTERED — COMMERCE — TENNESSEE NO. 328 — LANDSCAPE ARCHITECT
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025

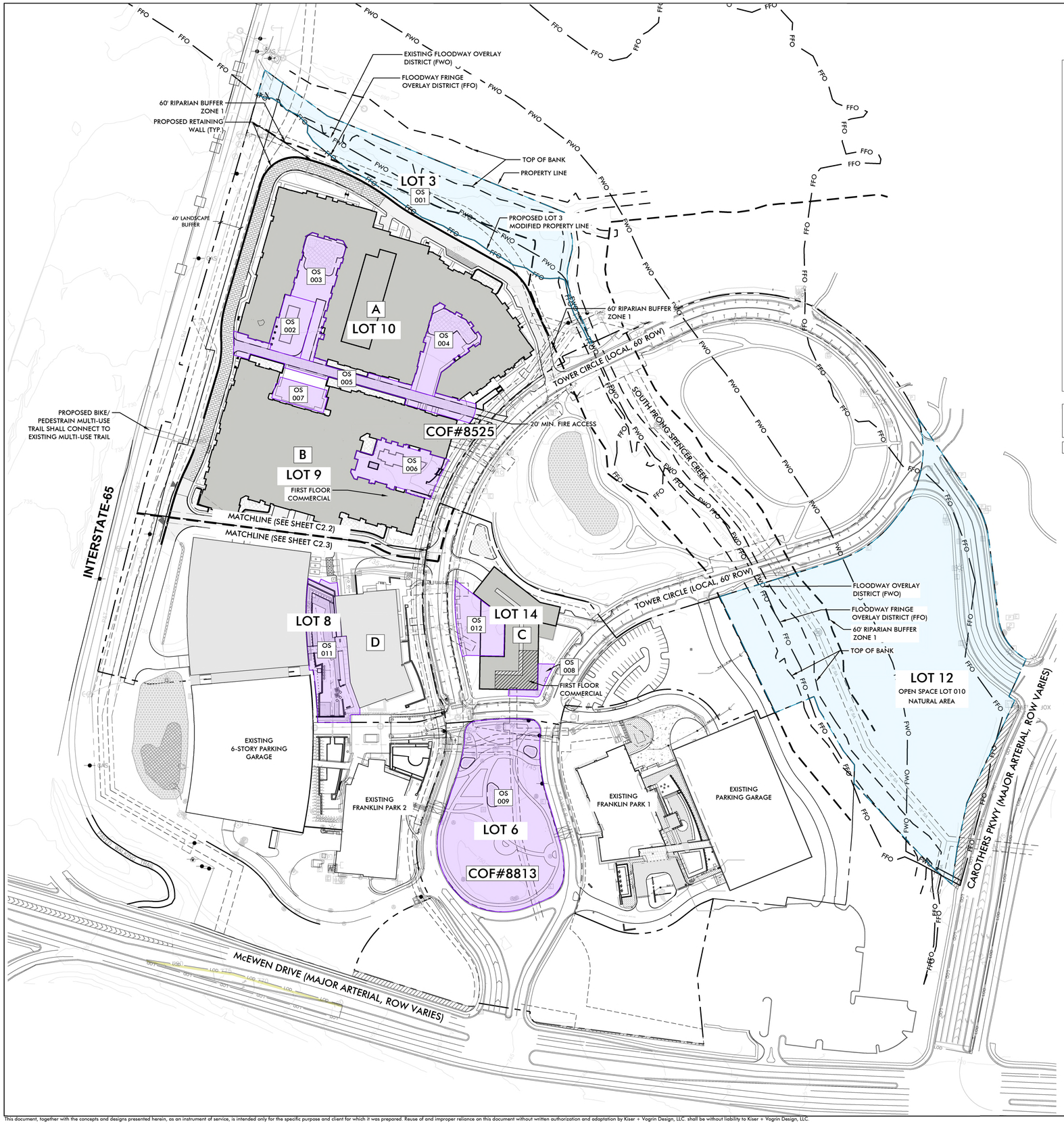
KVD PROJECT NO. 23094

DRAWING TITLE:
DEVELOPMENT PLAN W/ AERIAL

SHEET NUMBER
C2.0

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TREE REPLACEMENT NOTE:
Refer to COF #2572 open space and tree information charts, 392 caliper inches of replacement trees to be included at site plan

IMPACT STATEMENT

STREET NETWORK
AS IDENTIFIED IN THE TIA RECOMMENDED IMPROVEMENTS, AT CAROTHERS PARKWAY AND TOWER CIRCLE IT IS RECOMMENDED TO INCLUDE ADJUSTED SIGNAL TIMINGS AND MODIFIED EXISTING TRAFFIC SIGNAL OPERATION TO INCORPORATE A PERMISSIVE OVERLAP RIGHT-TURN ARROW. AT CAROTHERS PARKWAY AND EAST MCEWEN DRIVE RECOMMENDATIONS INCLUDE ADJUSTED SIGNAL TIMINGS AND AN ADDITIONAL SOUTHBOUND LANE AT CAROTHERS PARKWAY BETWEEN TOWER CIRCLE AND EAST MCEWEN DRIVE. THIS LANE SHOULD RESULT IN TWO LEFT-TURN LANES, THREE THROUGH LANES, AND TWO RIGHT TURN LANES. AT MCEWEN DRIVE AND I-65 IT IS RECOMMENDED TO EXTEND THE EXISTING WESTBOUND RIGHT-TURN LANE ALONG EAST MCEWEN DRIVE FROM 225 FEET OF STORAGE TO FULL STORAGE (APPROXIMATELY 850 FEET). LASTLY, IT HAS BEEN RECOMMENDED TO ADJUST SIGNAL TIMINGS AT EAST MCEWEN DRIVE AND TOWER CIRCLE.

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT (MVUD) VIA AN EXISTING WATER MAIN THAT RUNS FROM EAST MCEWEN DRIVE ALONG TOWER CIRCLE ROAD TO THE PROPOSED DEVELOPMENT. PROJECTED MAXIMUM WATER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 490 SFUE.

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN VIA EXISTING SEWER SURROUNDING THE SITE IN TOWER CIRCLE ROAD. PROJECTED MAXIMUM SEWER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 437 SFUE. PROJECTED MAXIMUM SEWER DEMAND ORIGINALLY APPROVED FOR THE OVERALL SITE WAS 750 SFUE. THE REVISED PROPOSED MAXIMUM SEWER DEMAND FOR THE OVERALL SITE IS APPROXIMATELY 811 SFUE.

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ELECTRICITY WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

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NATURAL GAS WILL BE PROVIDED BY ATMOS GAS, IF AVAILABLE.

RIPARIAN BUFFER NOTE:
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REFER TO COF #8525 FOR BUFFER MANAGEMENT PLAN

LEGEND

- PROPOSED STORMWATER AREAS
- MATCHLINES
- PROPERTY LINES

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2. REFER TO PLAN ENLARGEMENTS FOR DETAILED SITE INFORMATION

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COF PROJECT NUMBER: 7587
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GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
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CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9
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PUD SITE SQUARE FOOTAGE: 1,412,650.8 SF
VESTING: September 13, 2027

REGULATIONS

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FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
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DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 17.11 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 1,883 SPACES
- RESIDENTIAL: (1.25/ STUDIO &1 BR, 2.25/ 2 BR & 3 BR) 919 SPACES
- OFFICE: (3/ 1,000 SF) 934 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

ENVISION FRANKLIN DESCRIPTION: THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL, RETAIL, AND OFFICE USES CONSISTENT WITH ENVISION FRANKLIN.

WEST FRANKLIN PARK BUILDING DATA

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OPEN SPACE PROVIDED

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OS 005	GREENWAY	16,133	N/A	N	MULTI-USE TRAIL EXTENDING TO EXISTING TRAIL SYSTEM
OS 006	NEIGHBORHOOD AMENITY	14,732	50% - 80%	N	POOL AMENITY
OS 007	NEIGHBORHOOD AMENITY	5,000	50% - 80%	N	SPORT COURT
OS 008	OUTDOOR DINING AREA	2,080	N/A	N	OUTDOOR DINING AREA WITH PLANTING STRIP, DINING TABLE AND CHAIRS
OS 009	POCKET PARK	79,315	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 010	NATURAL AREA	269,126	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 011	POCKET PARK	21,753	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 012	PLAZA	11,347	80%	N	FORMAL GATHERING SPACE INCLUDING LANDSCAPE, SEATING, LIGHTING, AND FURNISHINGS

TOTAL PROVIDED: (FORMAL: 186,077 SF (4.27 AC) & INFORMAL: 340,837 SF (7.82 AC))
REFER TO COF PROJECT #2572 FOR ORIGINAL OPEN SPACE CHARTS

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE

NORTH

0 100 200 300 feet
SCALE: 1"=100'

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www.kimley-horn.com
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MICHAEL VOGRIN — REGISTERED — COMMERCE — TENNESSEE NO. 382 — LANDSCAPE ARCHITECT
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

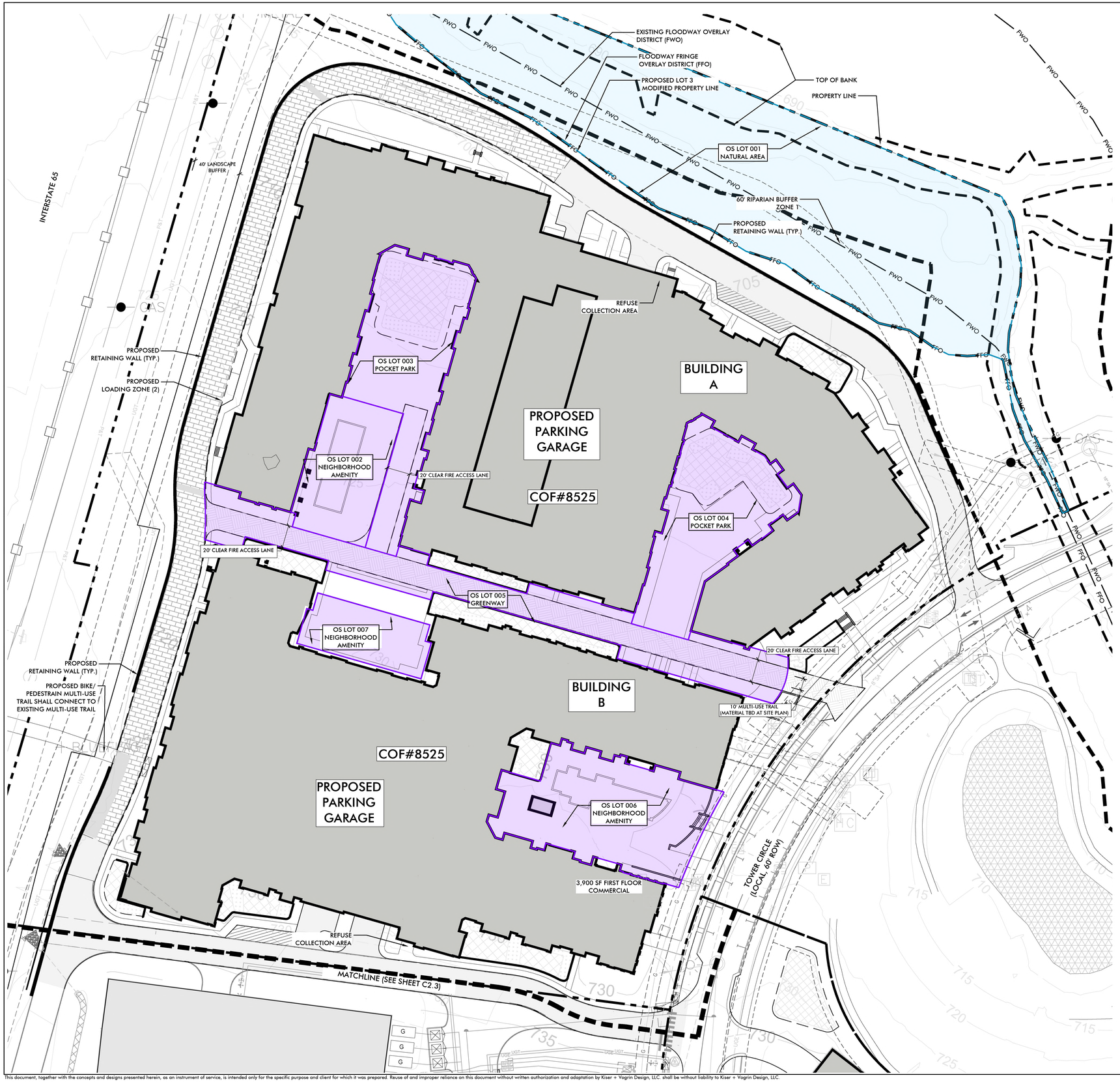
DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025
KVD PROJECT NO. 23094

DRAWING TITLE:
DEVELOPMENT PLAN

SHEET NUMBER
C2.1

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WEST FRANKLIN PARK BUILDING DATA

BUILDING KEY	RETAIL (SF)	OFFICE (SF)	RESIDENTIAL (DU)	BUILDING STORIES	REQUIRED PARKING (SPACES)	GARAGE PARKING (SPACES)	PARALLEL PARKING (SPACES)	TOTAL PROPOSED PARKING (SPACES)
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C	5,000		75	4-5	143	143	26	169
D		311,216		12	934	934	8	942
TOTAL	8,900	311,216	555	4-12	1,883	1,873	47	1,920

OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 32.43 AC (1,412,650.8 SF)
FORMAL OPEN SPACE ACREAGE REQUIRED PER COF#2572: 3.52 AC
INFORMAL OPEN SPACE REQUIRED PER COF#2572: 1.41 AC

OPEN SPACE PROVIDED

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OS 004	POCKET PARK	13,297	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
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OS 006	NEIGHBORHOOD AMENITY	14,732	50% - 80%	N	POOL AMENITY
OS 007	NEIGHBORHOOD AMENITY	5,000	50% - 80%	N	SPORT COURT
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OS 009	POCKET PARK	79,315	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 010	NATURAL AREA	269,126	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
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LEGEND

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- MATCHLINES
- PROPERTY LINES

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2. REFER TO PLAN ENLARGEMENTS FOR DETAILED SITE INFORMATIONS

REFER TO COF #8525 FOR BUFFER MANAGEMENT PLAN

NORTH

0 40 80 120 feet

SCALE: 1"=40'

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5005 Mcfarland Blvd Ste 105 Franklin, TN 37067
615-708-8067 | kvndesigngroup.com

MICHAEL VOGRIN REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 383 COMMERCE
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO. 23094

DRAWING TITLE:

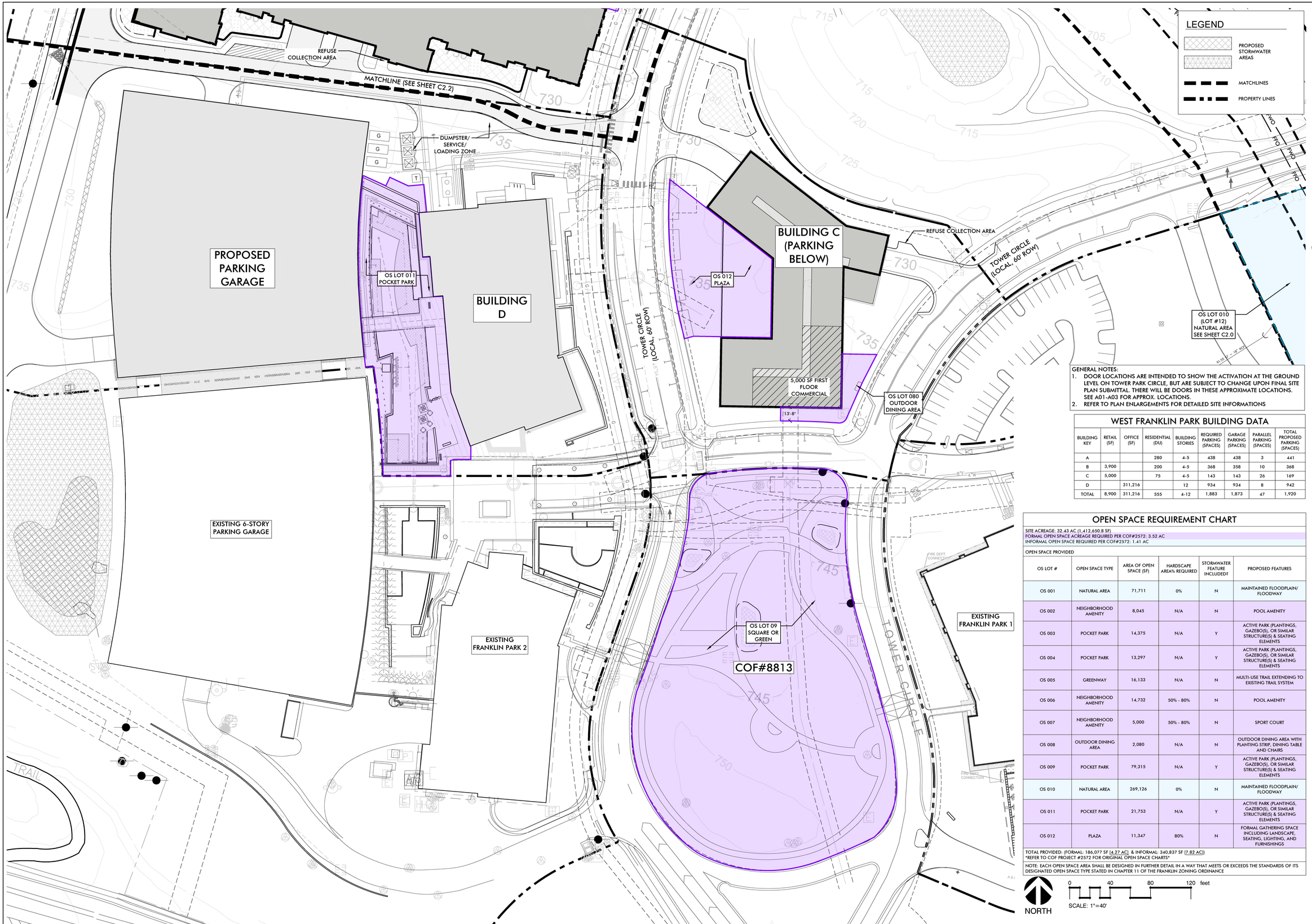
ENLARGED DEVELOPMENT PLAN

SHEET NUMBER

C2.2

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OS LOT #	OPEN SPACE TYPE	AREA OF OPEN SPACE (SF)	HARDSCAPE AREA% REQUIRED	STORMWATER FEATURE INCLUDED?	PROPOSED FEATURES
OS 001	NATURAL AREA	71,711	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 002	NEIGHBORHOOD AMENITY	8,045	N/A	N	POOL AMENITY
OS 003	POCKET PARK	14,375	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 004	POCKET PARK	13,297	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 005	GREENWAY	16,133	N/A	N	MULTI-USE TRAIL EXTENDING TO EXISTING TRAIL SYSTEM
OS 006	NEIGHBORHOOD AMENITY	14,732	50% - 80%	N	POOL AMENITY
OS 007	NEIGHBORHOOD AMENITY	5,000	50% - 80%	N	SPORT COURT
OS 008	OUTDOOR DINING AREA	2,080	N/A	N	OUTDOOR DINING AREA WITH PLANTING STRIP, DINING TABLE AND CHAIRS
OS 009	POCKET PARK	79,315	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 010	NATURAL AREA	269,126	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 011	POCKET PARK	21,753	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 012	PLAZA	11,347	80%	N	FORMAL GATHERING SPACE INCLUDING LANDSCAPE, SEATING, LIGHTING, AND FURNISHINGS

TOTAL PROVIDED: (FORMAL: 186,077 SF (4.27 AC) & INFORMAL: 340,837 SF (7.82 AC))
REFER TO COF PROJECT #2572 FOR ORIGINAL OPEN SPACE CHARTS

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE

NORTH

0 40 80 120 feet

SCALE: 1"=40'

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KVD
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615.708.0867 | kvdesigngroup.com

MICHAEL KOGER COMMER REGISTERED TENNESSEE NO. 853 LANDSCAPE ARCHITECT
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO. 23094

DRAWING TITLE:

ENLARGED DEVELOPMENT PLAN

SHEET NUMBER

C2.3

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COF GRADING & DRAINAGE GENERAL NOTES

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2. THE DEVELOPER SHALL PROVIDE THE NECESSARY LABOR AND SUPERVISION REQUIRED TO SUPPORT FIELD TESTING BY THE INDEPENDENT TESTING FIRM AND INSPECTIONS BY CITY OFFICIALS AT NO COST TO THE CITY. TEST REPORTS OF FIELD TESTING IF APPLICABLE SHALL BE SUBMITTED DIRECTLY TO THE STREET DEPARTMENT. DEFECTS DISCLOSED BY TESTS SHALL BE RECTIFIED.
3. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
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SITE AREA TABLE

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TOTAL AREA =	38.11 ACRES

SITE LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED WATER MAIN
- PROPOSED STORM PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED RECLAIMED WATER MAIN
- EXISTING WATER MAIN
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- EXISTING STORM PIPE
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STORMWATER MANAGEMENT PLAN

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RIPARIAN BUFFER NOTE

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DEANON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
10/01/2025
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY

DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025

KVD PROJECT NO. 23094

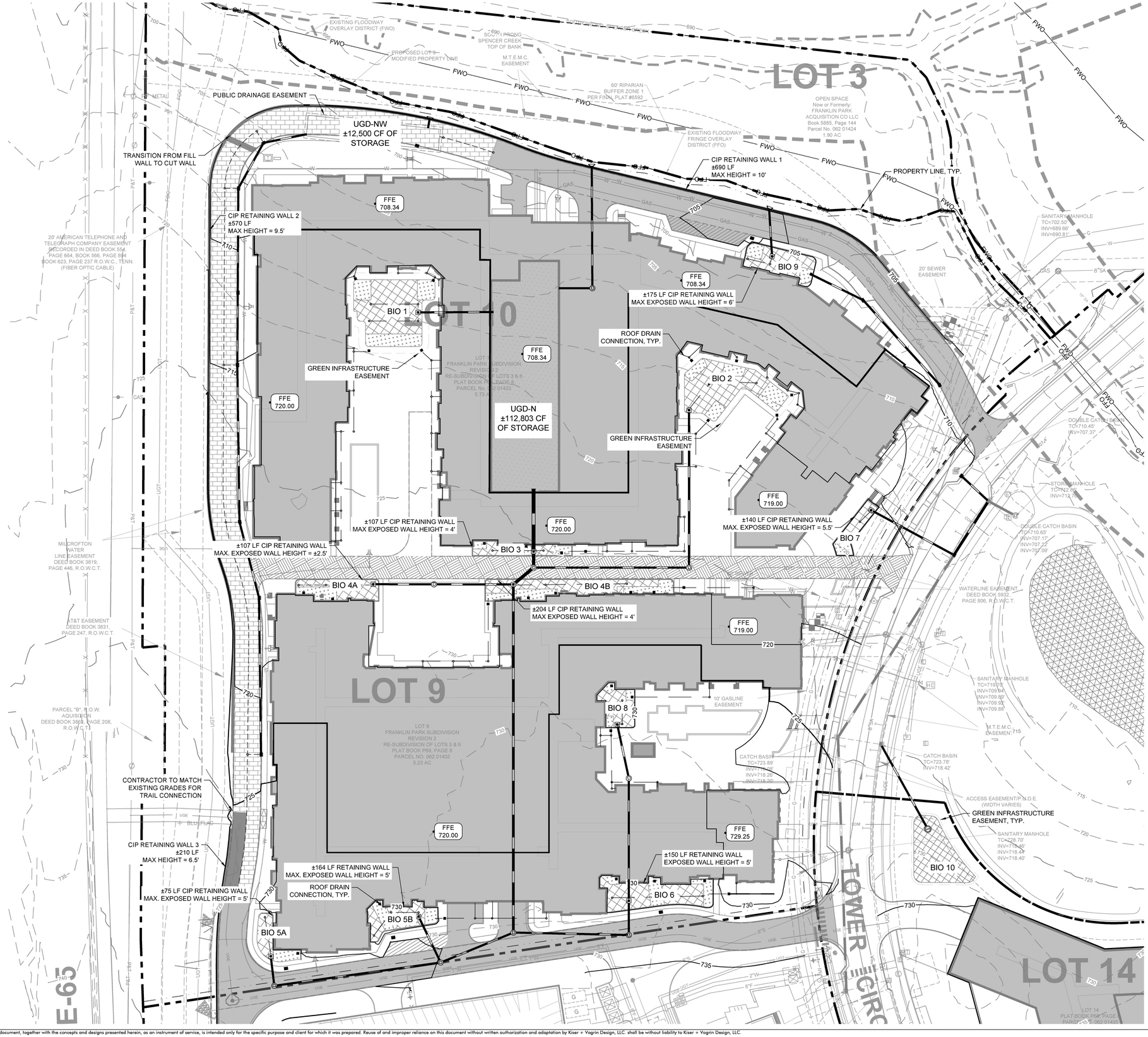
DRAWING TITLE: OVERALL GRADING AND DRAINAGE PLAN

SHEET NUMBER C3.0

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GRAPHIC SCALE IN FEET
0 20 40 80

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10/01/2025
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025

KVD PROJECT NO. 23094

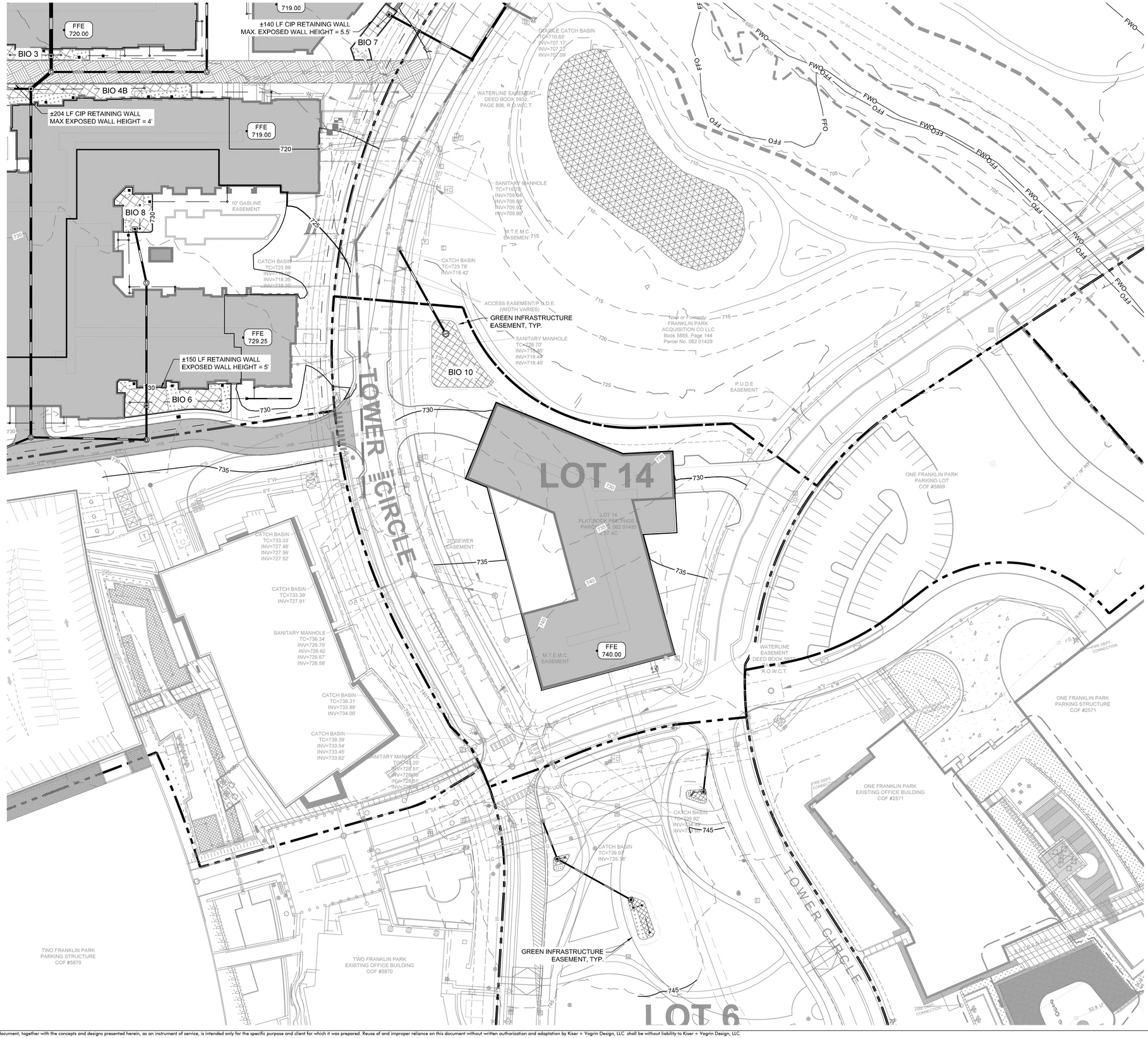
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ENLARGED GRADING AND DRAINAGE PLAN

SHEET NUMBER
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WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025

KVD PROJECT NO. 23094

DRAWING TITLE: ENLARGE GRADING AND DRAINAGE PLAN

SHEET NUMBER C3.2

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ROW & ACCESS GENERAL NOTES

1. PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR, SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE, WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
2. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OFWAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.
3. CONSTRUCTION MATERIALS SHALL BE FULLY TESTED IN ACCORDANCE WITH THE DESIGNATIONS AND REQUIREMENTS WITHIN THE REFERENCED "TDOT STANDARD SPECIFICATIONS" SECTIONS, UNLESS OTHERWISE NOTED WITHIN THE "STANDARD SPECIFICATIONS" SECTION OF THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.
4. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
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6. ALL TEMPORARY STRIPING SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," PUBLISHED BY TDOT, THE LATEST REVISION EXCEPT AS HEREIN AMENDED. WHEN APPROVED, TEMPORARY STRIPING SHALL BE REQUIRED PRIOR TO THE OPENING OF A STREET FOR TRAVEL WHERE PAVEMENT AND/OR PERMANENT STRIPING CANNOT BE COMPLETED DUE TO WEATHER AND/OR TIME CONSTRAINTS.
7. THERMOPLASTIC PAVEMENT MARKINGS SHOULD BE USED ON ALL PUBLIC AND PRIVATE CITY STREET PROJECTS. THERMOPLASTIC TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO SECTION 716.03 "THERMOPLASTIC PAVEMENT MARKINGS", OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (TDOT), AND TO THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.

SITE LEGEND

SS (S)	PROPOSED SANITARY SEWER PIPE
W	PROPOSED WATER MAIN
	PROPOSED STORM PIPE
SS	EXISTING SANITARY SEWER PIPE
W	EXISTING WATER MAIN
G	EXISTING GAS MAIN
ST	EXISTING STORM PIPE
LOD	LIMITS OF DISTURBANCE
FH	FIRE HYDRANT

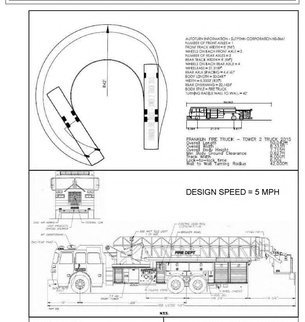
IMPACT STATEMENT

ACCESS TO THE MULTIFAMILY PORTION (LOT 9 & 10) OF THE DEVELOPMENT WILL BE PROVIDED VIA PRIVATE ROAD WITH TWO CONNECTIONS DIRECTLY FROM TOWER CIRCLE ROAD. THE CONDO/RETAIL PORTION (LOT 14) OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH TWO CONNECTION DIRECTLY FROM TOWER CIRCLE ROAD.

OFFSITE IMPROVEMENTS ARE TO BE MADE PER RECOMMENDATIONS FROM THE TRAFFIC IMPACT ANALYSIS PREPARED BY KIMLEY HORN FOR THIS SITE AND DISCUSSIONS WITH CITY OF FRANKLIN OFFICIALS.

FIRE LANE STRIPPING

FIRE LANES SHALL BE MARKED WITH SIGNS ADJACENT TO THE CURB AND PAVEMENT MARKINGS READING "FIRE LANE - NO PARKING" VISIBLE FROM THE NORMAL LANE OF TRAFFIC AND PAINTED YELLOW OR WHITE AS APPROVED BY THE FIRE MARSHAL. A MAXIMUM OF 50-FEET ALTERNATING BETWEEN SIGNS AND PAVEMENT MARKINGS SHALL BE REQUIRED ALONG THE ENTIRE LENGTH OF THE FIRE LANE. PLACEMENT SUBJECT TO APPROVAL BY THE FIRE MARSHAL. SIZE OF LETTERING ON PAVEMENT SHALL BE 18-INCHES HIGH WITH A 3-INCH BRUSH STROKE.



TOWER 2
AUTOTURN TRUCK

CITY OF FRANKLIN ENGINEERING
109 THIRD AVE SOUTH
FRANKLIN, TN 37064

KEYNOTE LEGEND

A	PROPOSED FIRE HYDRANT ASSEMBLY
B	EXISTING FIRE HYDRANT ASSEMBLY
C	FIRE LANE STRIPING
D	FIRE DEPARTMENT CONNECTION (TYP.)
E	FRANKLIN T-2 SUTPHEN FIRE TRUCK

FDC LOCATIONS NOTE

FINAL FDC LOCATIONS WILL BE PROVIDED AT SITE PLAN.
BUILDINGS WILL BE BUILT TO CITY OF FRANKLIN / IBC STANDARDS.

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

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DEAKON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 127115
10/01/2025
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

DRAWING TITLE:
ENLARGED ROW & ACCESS PLAN

SHEET NUMBER
C4.1

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ROW & ACCESS GENERAL NOTES

1. PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR, SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE, WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
2. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OFWAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.
3. CONSTRUCTION MATERIALS SHALL BE FULLY TESTED IN ACCORDANCE WITH THE DESIGNATIONS AND REQUIREMENTS WITHIN THE REFERENCED "TDOT STANDARD SPECIFICATIONS" SECTIONS, UNLESS OTHERWISE NOTED WITHIN THE "STANDARD SPECIFICATIONS" SECTION OF THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.
4. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
5. LOCATING AND COORDINATION FOR THE RELOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. TENNESSEE'S ONE-CALL AND THE CITY OF FRANKLIN UTILITY LOCATION SERVICE SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.
6. ALL TEMPORARY STRIPING SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," PUBLISHED BY TDOT, THE LATEST REVISION EXCEPT AS HEREIN AMENDED. WHEN APPROVED, TEMPORARY STRIPING SHALL BE REQUIRED PRIOR TO THE OPENING OF A STREET FOR TRAVEL WHERE PAVEMENT AND/OR PERMANENT STRIPING CANNOT BE COMPLETED DUE TO WEATHER AND/OR TIME CONSTRAINTS.
7. THERMOPLASTIC PAVEMENT MARKINGS SHOULD BE USED ON ALL PUBLIC AND PRIVATE CITY STREET PROJECTS. THERMOPLASTIC TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO SECTION 716.03 "THERMOPLASTIC PAVEMENT MARKINGS", OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (TDOT), AND TO THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.

SITE LEGEND

SS	PROPOSED SANITARY SEWER PIPE
W	PROPOSED WATER MAIN
	PROPOSED STORM PIPE
SS	EXISTING SANITARY SEWER PIPE
W	EXISTING WATER MAIN
G	EXISTING GAS MAIN
ST	EXISTING STORM PIPE
LOD	LIMITS OF DISTURBANCE
FH	FIRE HYDRANT

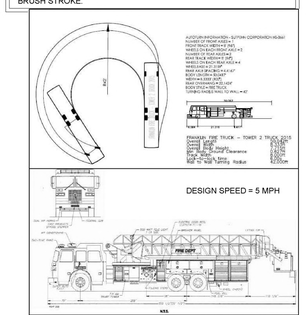
IMPACT STATEMENT

ACCESS TO THE MULTIFAMILY PORTION (LOT 9 & 10) OF THE DEVELOPMENT WILL BE PROVIDED VIA PRIVATE ROAD WITH TWO CONNECTIONS DIRECTLY FROM TOWER CIRCLE ROAD. THE CONDO/RETAIL PORTION (LOT 14) OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH TWO CONNECTION DIRECTLY FROM TOWER CIRCLE ROAD.

OFFSITE IMPROVEMENTS ARE TO BE MADE PER RECOMMENDATIONS FROM THE TRAFFIC IMPACT ANALYSIS PREPARED BY KIMLEY HORN FOR THIS SITE AND DISCUSSIONS WITH CITY OF FRANKLIN OFFICIALS.

FIRE LANE STRIPPING

FIRE LANES SHALL BE MARKED WITH SIGNS ADJACENT TO THE CURB AND PAVEMENT MARKINGS READING "FIRE LANE - NO PARKING" VISIBLE FROM THE NORMAL LANE OF TRAFFIC AND PAINTED YELLOW OR WHITE AS APPROVED BY THE FIRE MARSHAL. A MAXIMUM OF 50-FEET ALTERNATING BETWEEN SIGNS AND PAVEMENT MARKINGS SHALL BE REQUIRED ALONG THE ENTIRE LENGTH OF THE FIRE LANE. PLACEMENT SUBJECT TO APPROVAL BY THE FIRE MARSHAL. SIZE OF LETTERING ON PAVEMENT SHALL BE 18-INCHES HIGH WITH A 3-INCH BRUSH STROKE.



KEYNOTE LEGEND

A	PROPOSED FIRE HYDRANT ASSEMBLY
B	EXISTING FIRE HYDRANT ASSEMBLY
C	FIRE LANE STRIPING
D	FIRE DEPARTMENT CONNECTION (TYP.)
E	FRANKLIN T-2 SUTPHEN FIRE TRUCK

FDC LOCATIONS NOTE

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GRAPHIC SCALE IN FEET
0 20 40 80

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DEATON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 127214
10/01/2025
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO. 23094

DRAWING TITLE:
ENLARGED ROW & ACCESS PLAN

SHEET NUMBER
C4.2

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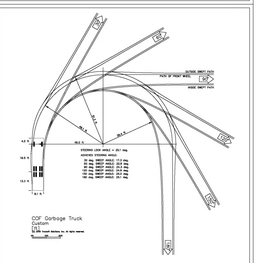
SITE LEGEND

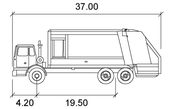
SS	PROPOSED SANITARY SEWER PIPE
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ST	EXISTING STORM PIPE
LOD	LIMITS OF DISTURBANCE
FH	FIRE HYDRANT

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COF Garbage Truck

	feet
Width	: 8.10
Track	: 6.50
Lock to Lock Time	: 6.0
Steering Angle	: 25.1

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

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DEACON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 129316
10/01/2025
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

DRAWING TITLE:
ENLARGED ROW & ACCESS PLAN

SHEET NUMBER
C4.3

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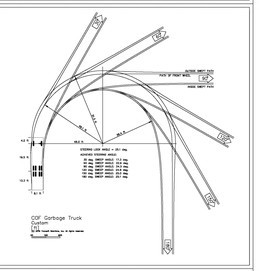
SITE LEGEND

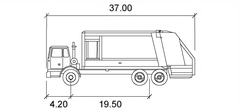
SS	PROPOSED SANITARY SEWER PIPE
W	PROPOSED WATER MAIN
	PROPOSED STORM PIPE
SS	EXISTING SANITARY SEWER PIPE
W	EXISTING WATER MAIN
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ST	EXISTING STORM PIPE
LOD	LIMITS OF DISTURBANCE
FH	FIRE HYDRANT

IMPACT STATEMENT

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COF Garbage Truck

	feet
Width	: 8.10
Track	: 6.50
Lock to Lock Time	: 6.0
Steering Angle	: 25.1

GRAPHIC SCALE IN FEET
0 20 40 80

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DEATON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
10/01/2025
COMMERCE
No. 137215
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

DRAWING TITLE:
ENLARGED ROW & ACCESS PLAN

SHEET NUMBER
C4.4

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SITE LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED SANITARY SEWER FORCE MAIN
- PROPOSED WATER MAIN
- PROPOSED STORM PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED RECLAIMED WATER MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING STORM PIPE
- LIMITS OF DISTURBANCE
- FIRE HYDRANT
- SANITARY SWER MANHOLE
- LIGHT POLE(4000K LED LIGHT SOURCE)
- FIRE DEPARTMENT CONNECTION
- WATER METER
- DETENTION
- BIORETENTION

UTILITY NOTES

1. ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SERVICES PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATION THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.
2. CONTRACTOR SHALL OBTAIN WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT PRIOR TO SCHEDULING REQUIRED PRE-CONSTRUCTION SITE MEETING. CONTRACTOR SHALL COMPLETE THE PRECONSTRUCTION SITE MEETING PRIOR TO COMMENCING WITH CONSTRUCTION.
3. CONTRACTOR SHALL OBTAIN AND KEEP ALL OF THE FOLLOWING ITEMS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION.
   a. APPROVED, STAMPED AND SIGNED WATER AND/OR SEWER PLANS
   b. WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT, WITH ALL STEPS COMPLETED AND SIGNED BY APPROPRIATE CITY EMPLOYEES.
   c. COPY OF APPROVED AVAILABILITY REQUEST RESPONSE LETTER.
   d. A COPY OF ALL APPROVED CUT SHEETS.
4. ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE SHALL BECOME THE RESPONSIBILITY OF THE CITY OF FRANKLIN, TN FOLLOWING APPROVAL FROM THE CITY OF FRANKLIN INSPECTORS AND ACCEPTANCE BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION. THE ACCEPTANCE DATE SHALL BE BASED ON THE DAY MAINTENANCE SURETIES ARE ESTABLISHED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION.
5. PRIOR TO THE ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT AS-BUILT DRAWINGS TO THE PLANNING AND SUSTAINABILITY DEPARTMENT.
6. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.
7. ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL, AT HIS OWN EXPENSE, BE REPLACED OR REPAIRED TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY, BY THE CONTRACTOR.

FLOW TEST INFORMATION

DATE: APRIL 12, 2024

FLOW HYDRANT
HYDRANT #: 1014
STATIC PRESSURE: 152 PSI
FLOW: 1348 GPM
PITOT PRESSURE: 26 PSI
GPM AT 20 PSI: 5,562 GPM

READ HYDRANT
HYDRANT #: 1016
STATIC PRESSURE: 158 PSI
RESIDUAL PRESSURE: 148 PSI

NOTE: FLOW TEST INFORMATION PERFORMED BY CIVIL AND ENVIRONMENTAL CONSULTANTS, INC. AND PROVIDED BY MALLORY VALLEY UTILITY DISTRICT

PROP. UTILITY PLAN

THE PROPOSED UTILITY LAYOUT SHOWN ON THE DEVELOPMENT PLAN IS CONCEPTUAL IN NATURE, AND DUE TO THE LACK OF INFORMATION PROVIDED REGARDING BUILDING USES AND OCCUPANCY LOADS, THE FINAL UTILITY ALIGNMENTS FOR WATER, SANITARY SEWER AND RECLAIM WATER SHALL BE DETERMINED AT SITE PLAN. IF AT SITE PLAN THE UTILITY ALIGNMENT DOES NOT MEET CITY OF FRANKLIN SPECIFICATIONS AND SUPPORT THE CITY OF FRANKLIN'S ABILITY TO MAINTAIN SAID INFRASTRUCTURE, AND THESE GOALS CANNOT BE ACHIEVED, THE APPLICANT SHALL REVISE THE OVERALL DESIGN TO MEET THE CITY OF FRANKLIN'S UTILITY DESIGN STANDARDS AND SPECIFICATIONS.

UTILITY LAYOUT NOTE

DETAILS AND LAYOUT OF UTILITIES SHOWN GRAPHICALLY ON THIS PLAN ARE SUBJECT TO CHANGE BETWEEN DEVELOPMENT PLAN AND SITE PLAN SUBMITTALS.

EXISTING UTILITIES NOTE

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES AND/OR CONFLICTS WITH EXISTING OR PROPOSED UTILITIES PRIOR TO PROCEEDING. COF DOES NOT PARTICIPATE IN 811/TN ONE CALL. CONTACT COF WATER/SEWER DEPT. FOR LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

WATER INFRASTRUCTURE NOTE

WATER LAYOUT SHOWN ON THIS PLAN IS CONCEPTUAL. REFER TO FINAL DRAWINGS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT FOR CONSTRUCTION.

STREET LIGHT NOTE

ALL STREET LIGHTS SHALL HAVE A LED LIGHT SOURCE.

FRANKLIN PARK LOTS 9, 10, & 14 SFU EQUIVALENT

LOT	FACILITY TYPE	UNIT QUANTITY	UNIT FLOW (GPD)	TOTAL FLOW (GPD
LOT 9	ONE BEDROOM UNIT	109 UNITS	250 (PER APT)	27,250
	TWO BEDROOM UNIT	68 UNITS	300 (PER APT)	20,400
	THREE BEDROOM UNIT	28 UNITS	350 (PER APT)	9,800
	RETAIL	3900 SF	0.1625 (PER SF)	634
LOT 10	ONE BEDROOM UNIT	156 UNITS	250 (PER APT)	39,000
	TWO BEDROOM UNIT	73 UNITS	300 (PER APT)	21,900
	THREE BEDROOM UNIT	35 UNITS	350 (PER APT)	12,250
LOT 14	ONE BEDROOM UNIT	43 UNITS	250 (PER APT)	10,750
	TWO BEDROOM UNIT	23 UNITS	300 (PER APT)	6,900
	THREE BEDROOM UNIT	9 UNITS	350 (PER APT)	3,150
	RETAIL	5000 SF	0.1625 (PER SF)	813
			TOTAL:	152,847 GPD
			TOTAL:	437 SFUE

*FLOWS ESTIMATED FROM COF STANDARDS

Original Franklin Park Deveelopment SFU Equivalent			
		Meter size	SFU Equivalent
Franklin Park Office 1		4	125
Franklin Park Office 2		4	125
Franklin Park Office 3		4	125
Franklin Park Office 4		4	162
Franklin Park Office 5		4	125
Franklin Park Retail		3	88
Total SFU Equivalent			750

Franklin Park Revised SFU Equivalent				
	Status	Meter Size	# of Units	SFU Equivalent
Franklin Park Office 1	Completed	4"		125.00
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Lots 9 & 10	Permitted	(2) 4"		372.50
1BR (Lot 14)	Proposed	4"	43	30.70
2BR (Lot 14)	Proposed	4"	23	19.70
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Franklin Park Retail (Lot 14)	Proposed	4"	5000 SF	2.30
Total Revised SFU Equivalent				809.20
Total Additional SFUE Requested				59.20

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HTTPS://FRANKLINTN.GEOCIVIX.COM/SECURE/
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GRAPHIC SCALE IN FEET
0 50 100 200

NORTH

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DEANON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 127141
10/01/2025
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025

KVD PROJECT NO.
23094

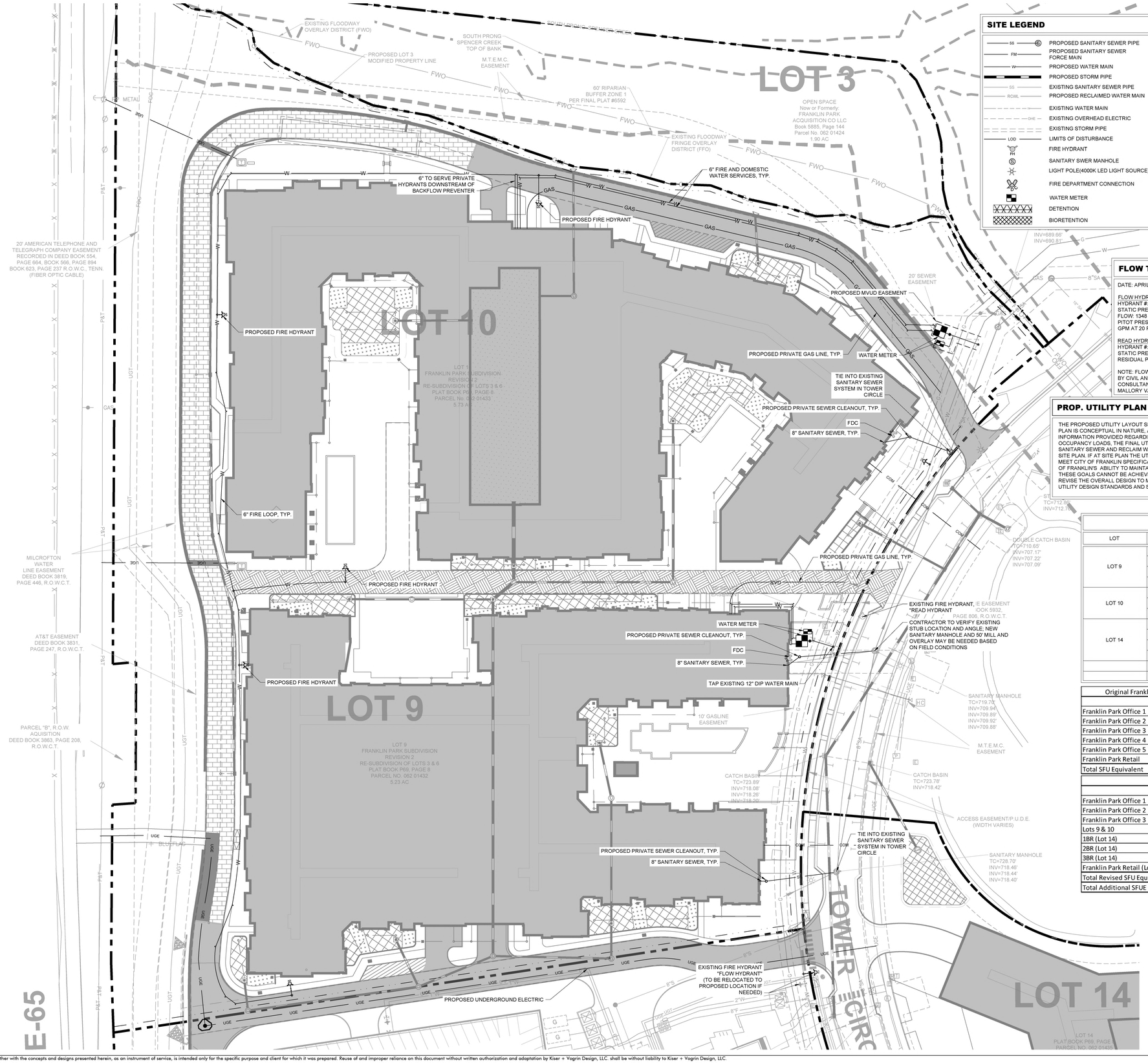
DRAWING TITLE:
OVERALL UTILITY PLAN

SHEET NUMBER
C5.0

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MM/DD/YYYY XX:XX AM/PM G:\2020\Project Name\XXXXX.XXXX

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SITE LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED SANITARY SEWER FORCE MAIN
- PROPOSED WATER MAIN
- PROPOSED STORM PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED RECLAIMED WATER MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING STORM PIPE
- LIMITS OF DISTURBANCE
- FIRE HYDRANT
- SANITARY SWER MANHOLE
- LIGHT POLE(4000K LED LIGHT SOURCE)
- FIRE DEPARTMENT CONNECTION
- WATER METER
- DETENTION
- BIORETENTION

UTILITY NOTES

1. ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SERVICES PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATION THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.
2. CONTRACTOR SHALL OBTAIN WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT PRIOR TO SCHEDULING REQUIRED PRE-CONSTRUCTION SITE MEETING. CONTRACTOR SHALL COMPLETE THE PRECONSTRUCTION SITE MEETING PRIOR TO COMMENCING WITH CONSTRUCTION.
3. CONTRACTOR SHALL OBTAIN AND KEEP ALL OF THE FOLLOWING ITEMS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION:
   a. APPROVED, STAMPED AND SIGNED WATER AND/OR SEWER PLANS
   b. WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT, WITH ALL STEPS COMPLETED AND SIGNED BY APPROPRIATE CITY EMPLOYEES.
   c. COPY OF APPROVED AVAILABILITY REQUEST RESPONSE LETTER.
   d. A COPY OF ALL APPROVED CUT SHEETS.
4. ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE SHALL BECOME THE RESPONSIBILITY OF THE CITY OF FRANKLIN, TN FOLLOWING APPROVAL FROM THE CITY OF FRANKLIN INSPECTORS AND ACCEPTANCE BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION. THE ACCEPTANCE DATE SHALL BE BASED ON THE DAY MAINTENANCE SURETIES ARE ESTABLISHED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION.
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6. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.
7. ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL, AT HIS OWN EXPENSE, BE REPLACED OR REPAIRED TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY, BY THE CONTRACTOR.

FLOW TEST INFORMATION

DATE: APRIL 12, 2024

FLOW HYDRANT
HYDRANT #: 1014
STATIC PRESSURE: 152 PSI
FLOW: 1348 GPM
PITOT PRESSURE: 26 PSI
GPM AT 20 PSI: 5,562 GPM

READ HYDRANT
HYDRANT #: 1016
STATIC PRESSURE: 158 PSI
RESIDUAL PRESSURE: 148 PSI

NOTE: FLOW TEST INFORMATION PERFORMED BY CIVIL AND ENVIRONMENTAL CONSULTANTS, INC. AND PROVIDED BY MALLORY VALLEY UTILITY DISTRICT

UTILITY LAYOUT NOTE

DETAILS AND LAYOUT OF UTILITIES SHOWN GRAPHICALLY ON THIS PLAN ARE SUBJECT TO CHANGE BETWEEN DEVELOPMENT PLAN AND SITE PLAN SUBMITTALS.

EXISTING UTILITIES NOTE

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES AND/OR CONFLICTS WITH EXISTING OR PROPOSED UTILITIES PRIOR TO PROCEEDING. COF DOES NOT PARTICIPATE IN 811/TN ONE CALL. CONTACT COF WATER/SEWER DEPT. FOR LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

WATER INFRASTRUCTURE NOTE

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GRAPHIC SCALE IN FEET
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REGISTERED ENGINEER
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10/01/2025
COMMERCE
NO. 127315
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025

KVD PROJECT NO. 23094

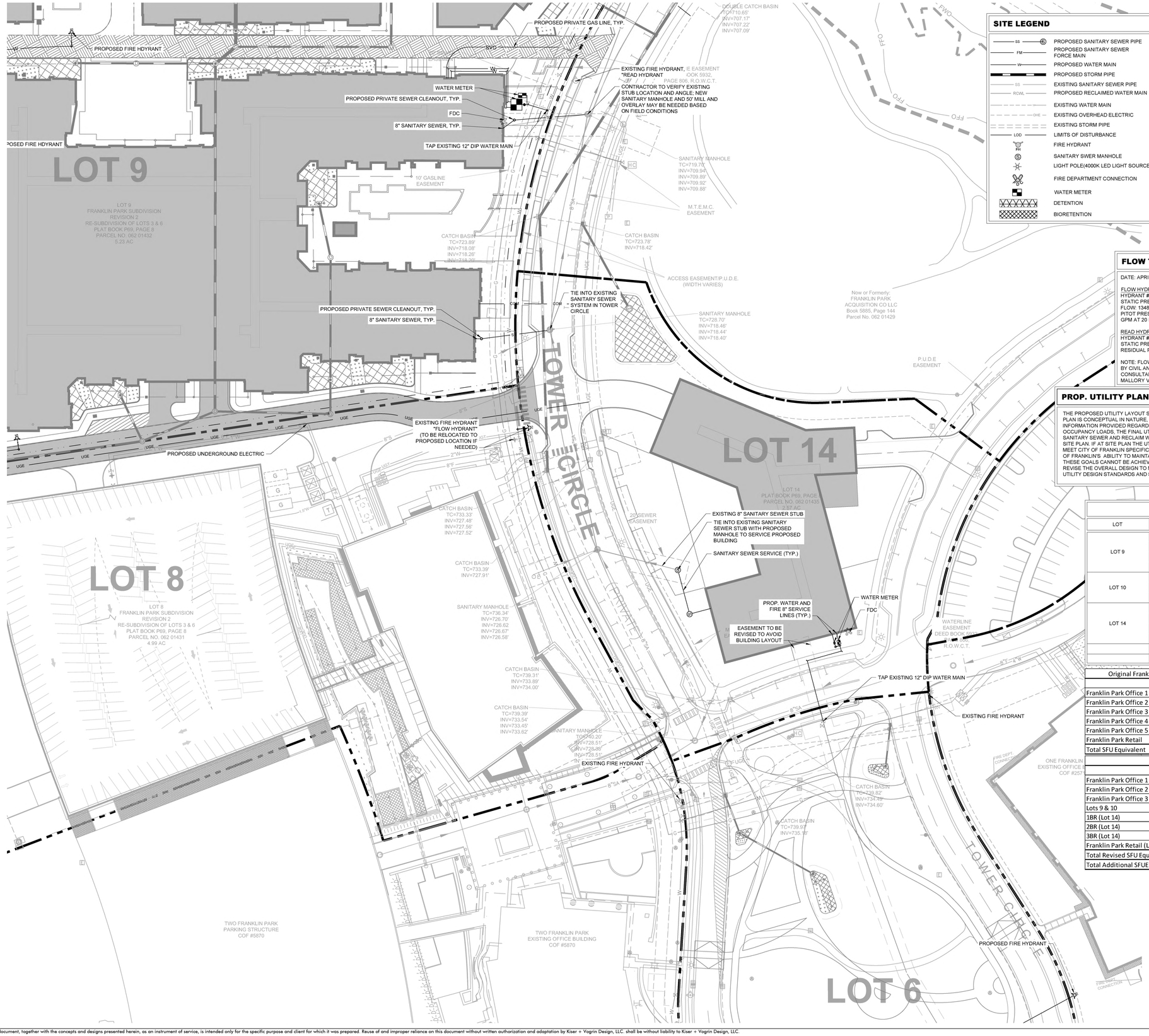
DRAWING TITLE: ENLARGED UTILITY PLAN

SHEET NUMBER
C5.1

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DATE: APRIL 12, 2024

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DEANON J. HILDABRAND — REGISTERED ENGINEER — AGRICULTURE — COMMERCE — No. 127211 — 10/01/2025 — STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PARK PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025

KVD PROJECT NO. 23094

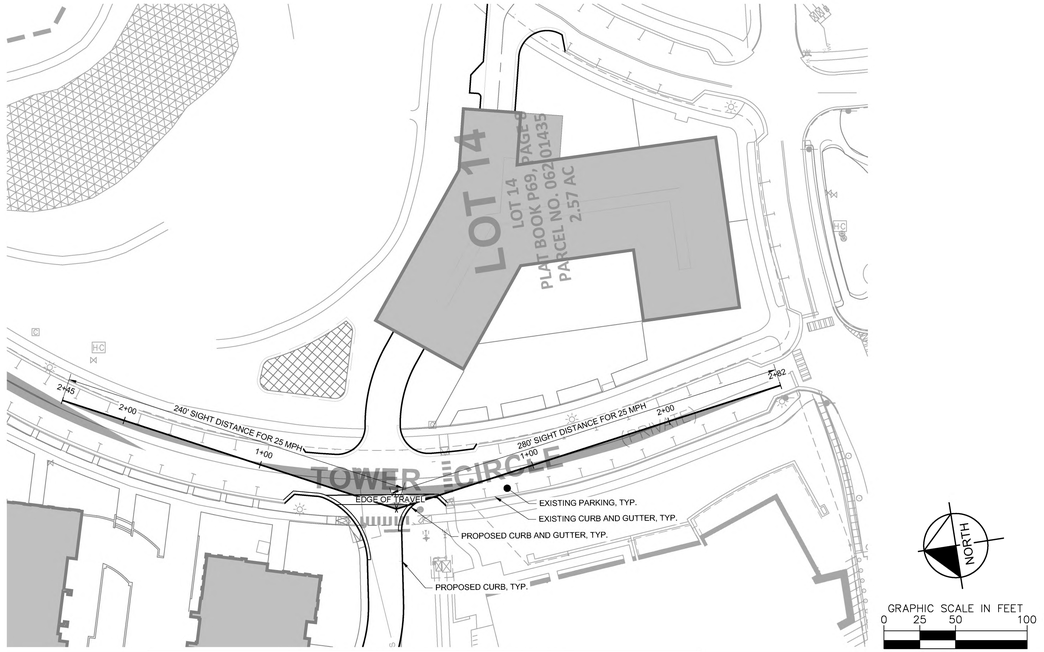
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SHEET NUMBER C5.2

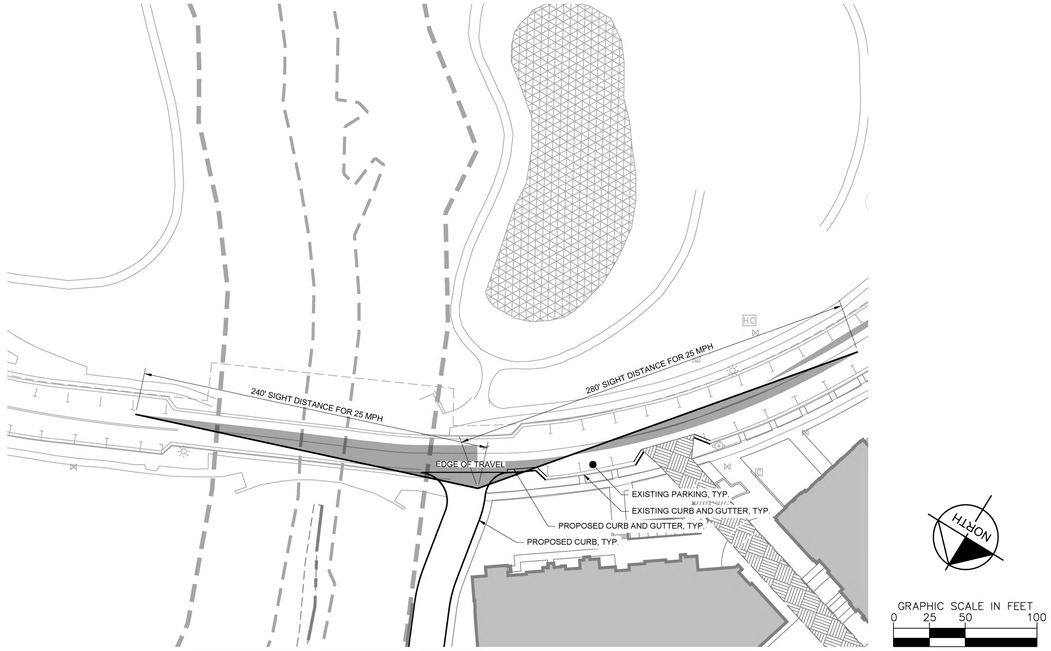
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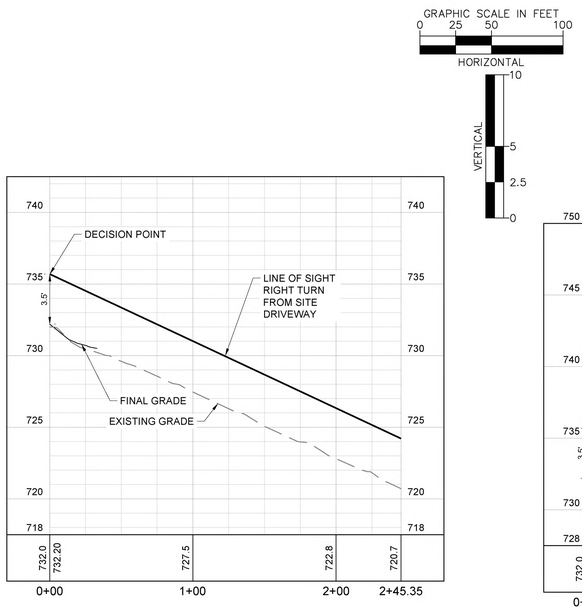
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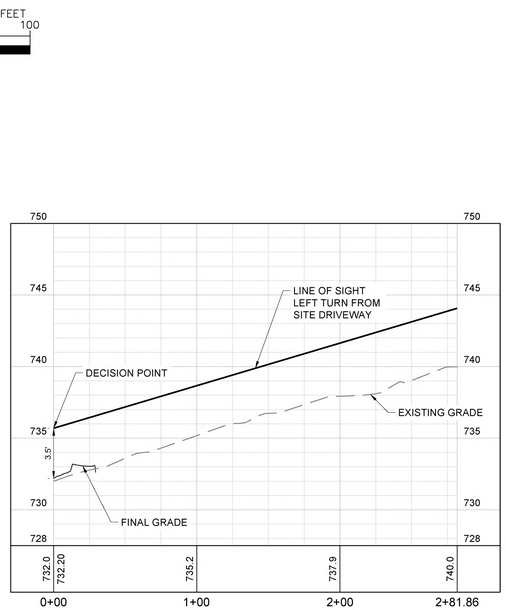
TOWER CIRCLE - PLAN VIEW
SITE ENTRY 1
PUBLIC R.O.W. - VARIES
POSTED SPEED = NOT AVAILABLE, DESIGN SPEED = 25 MPH



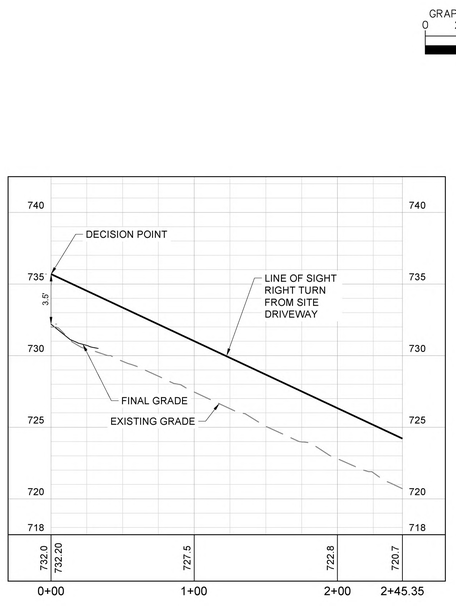
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SITE ENTRY 2
PUBLIC R.O.W. - VARIES
POSTED SPEED = NOT AVAILABLE, DESIGN SPEED = 25 MPH



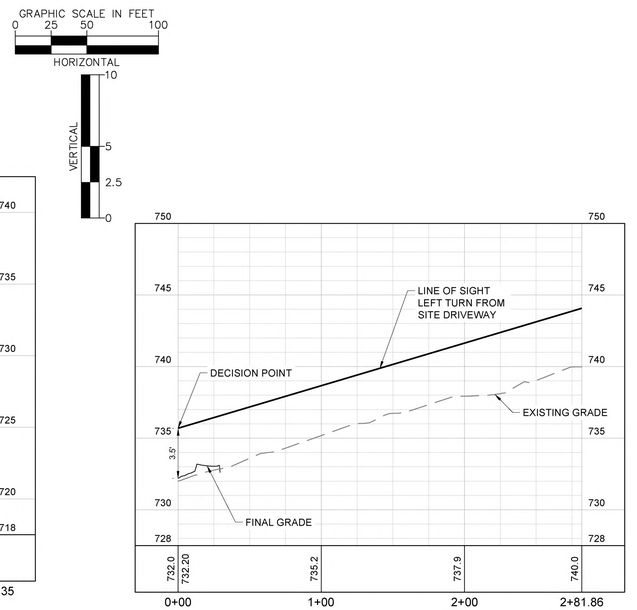
TOWER CIRCLE - PROFILE VIEW
SITE ENTRY 1 RIGHT TURN SIGHT DISTANCE
PUBLIC R.O.W. - VARIES
POSTED SPEED = NOT AVAILABLE, DESIGN SPEED = 25 MPH



TOWER CIRCLE - PROFILE VIEW
SITE ENTRY 1 LEFT TURN SIGHT DISTANCE
PUBLIC R.O.W. - VARIES
POSTED SPEED = NOT AVAILABLE, DESIGN SPEED = 25 MPH



TOWER CIRCLE - PROFILE VIEW
SITE ENTRY 2 RIGHT TURN SIGHT DISTANCE
PUBLIC R.O.W. - VARIES
POSTED SPEED = NOT AVAILABLE, DESIGN SPEED = 25 MPH



TOWER CIRCLE - PROFILE VIEW
SITE ENTRY 2 LEFT TURN SIGHT DISTANCE
PUBLIC R.O.W. - VARIES
POSTED SPEED = NOT AVAILABLE, DESIGN SPEED = 25 MPH

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DEATON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
10/01/2025
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025
KVD PROJECT NO. 23094	BFG

DRAWING TITLE:

SIGHT DISTANCE PLAN AND PROFILES

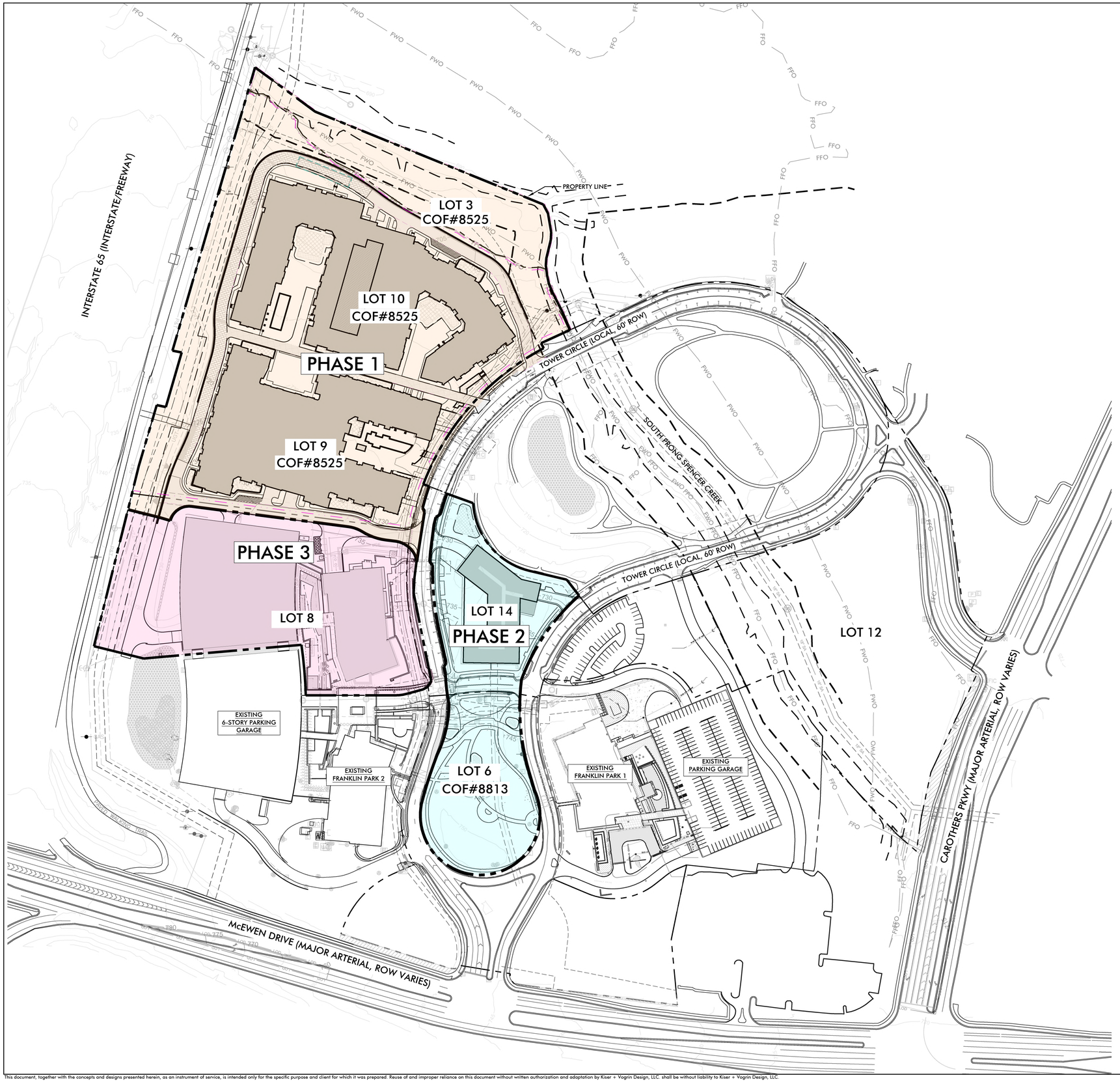
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SITE DATA CHART:

PROJECT NAME: WEST FRANKLIN PARK
COF PROJECT NUMBER: 7587
TAX MAP: 062
GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle Franklin, TN 37067
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9
PUD SITE ACREAGE: 32.43 AC
PUD SITE SQUARE FOOTAGE: 1,412,650.8 SF
VESTING: September 13, 2027

REGULATIONS
BASE ZONING: RC12 REGIONAL COMMERCE 12
PROPOSED ZONING: PLANNED (PD 17.11/ 320,116) DISTRICT
OVERLAY ZONING: FFO, FWO
BUILDING TYPES APPLIED: MULTI-FAMILY, COMMERCIAL/ MIXED-USE, LARGE -SCALE OFFICE BUILDING
FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
- FRONT YARD: 10'
- SIDE YARD: 5'
- REAR YARD: 0'

DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 17.11 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 1,883 SPACES
- RESIDENTIAL: (1.25/ STUDIO &1 BR, 2.25/ 2 BR & 3 BR) 919 SPACES
- OFFICE: (3/ 1,000 SF) 934 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

PHASING DATA:

PHASE 1
- LOT 3
- LOT10
- LOT 9

PHASE 2
- LOT 14
- LOT 6

PHASE 3
- LOT 8

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GARY MICHAEL VOGRIN REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 382
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

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KVD PROJECT NO.
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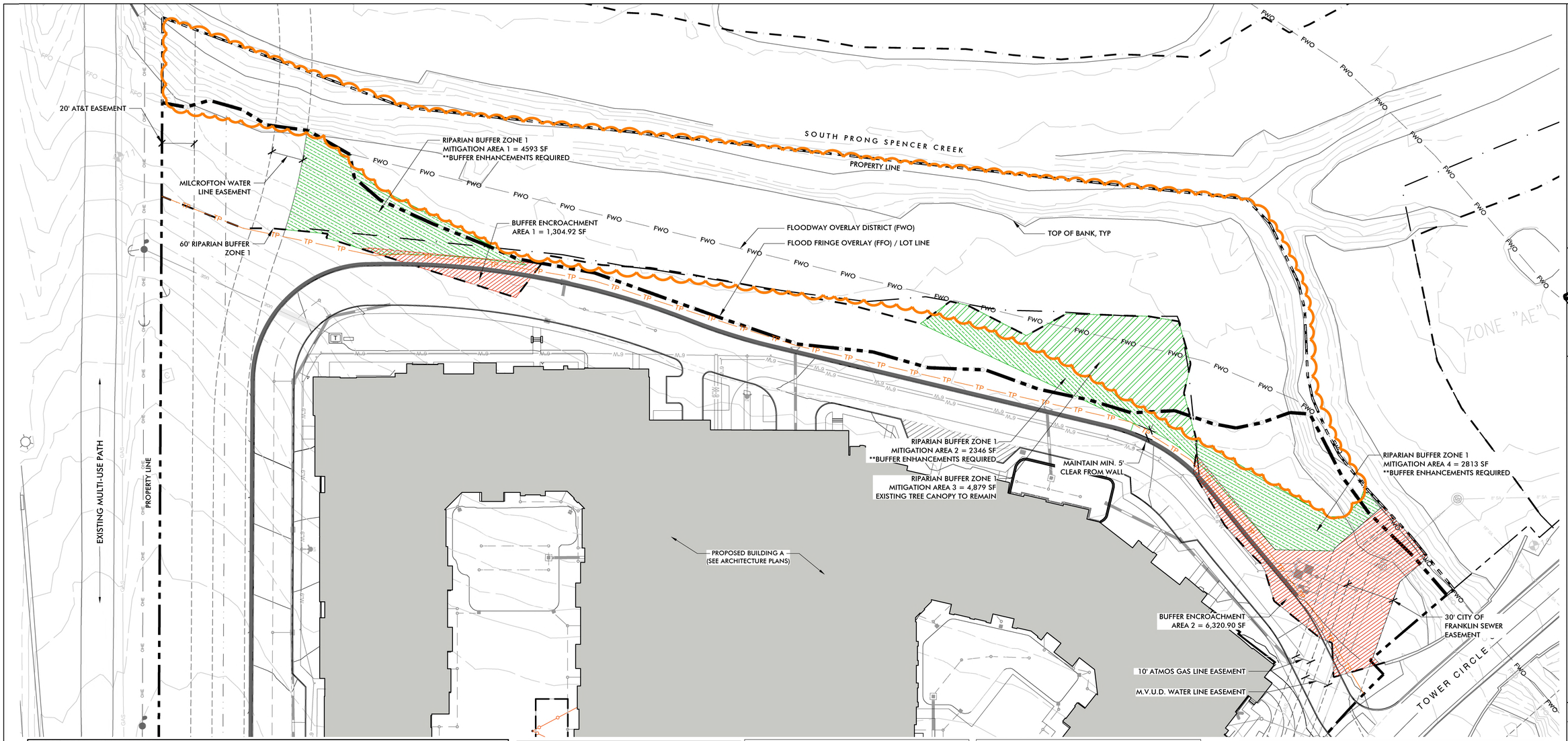
PHASING PLAN

SHEET NUMBER

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RIPARIAN BUFFER SEED MIX

% OF SEED PER LB	BOTANICAL NAME	COMMON NAME
20.00%	*Elymus virginicus*	Virginia Wildrye
18.00%	*Panicum clandestinum, Tioga*	Deertongue, Tioga
17.90%	*Andropogon gerardii, 'Southlow'-MI Ecotype*	Big Bluestem, 'Southlow'-MI Ecotype
17.90%	*Sorghastrum nutans, NY4 Ecotype*	Indiangrass, NY4 Ecotype
9.00%	*Panicum virgatum, 'Shelter'*	Switchgrass, 'Shelter'
3.50%	*Verbena hastata, PA Ecotype*	Blue Vervain, PA Ecotype
3.00%	*Rudbeckia hirta*	Blackeyed Susan
2.40%	*Asclepias incarnata, PA Ecotype*	Swamp Milkweed, PA Ecotype
2.00%	*Aster pilosus, PA Ecotype*	Heath Aster, PA Ecotype
2.00%	*Heliopsis helianthoides, PA Ecotype*	Oxeye Sunflower, PA Ecotype
1.50%	*Zizia aurea, PA Ecotype*	Golden Alexanders, PA Ecotype
0.80%	*Eupatorium perfoliatum, PA Ecotype*	Boneset, PA Ecotype
0.80%	*Solidago rugosa, PA Ecotype*	Wrinkleleaf Goldenrod, PA Ecotype
0.50%	*Monarda fistulosa, Fort Indiantown Gap-PA Ecotype*	Wild Bergamot, Fort Indiantown Gap-PA Ecotype
0.40%	*Aster lanceolatus*	Lance Leaved Aster
0.30%	*Eupatorium fistulosum, PA Ecotype*	Joe Pye Weed, PA Ecotype

NOTES:
Ernst Conservation Seeds (800-873-3321) www.ernstseed.com
20 lb per acre with a cover crop of 30 lb per acre

LANDSCAPE CONTRACTOR SHALL COORDINATE ALL RIPARIAN BUFFER ENHANCEMENT EFFORTS WITH THE CITY'S STORMWATER INSPECTOR FOR THE SITE. THE CONTRACTOR SHALL CONTACT THE INSPECTOR BEFORE BEGINNING WORK TO OUTLINE SCOPE OF WORK WITHIN THE RIPARIAN BUFFERS. FAILURE TO CONTACT THE CITY INSPECTOR MAY RESULT IN PARTIAL OR FULL LANDSCAPE BOND WITHHOLDING.

HERBICIDE TREATMENT SHALL BE PERFORMED DURING THE GROWING SEASON. RIPARIAN SEED MIX, IF SPECIFIED, SHALL ACHIEVE 70% VEGETATED COVER AND ESTABLISHMENT WITHIN A 2-YEAR PERIOD OR FURTHER STABILIZATION METHODS SHALL BE REQUIRED. AT THE TIME OF THE BOND RELEASE/REDUCTION REQUEST THE LANDSCAPE ARCHITECT SHALL EVALUATE ALL RIPARIAN BUFFER WORK AND PROVIDE AN ACCOMPANYING LETTER STATING THE SITE IS PERFORMING AS DESIGNED.

AS PER FMC 23-107(5)(D)BUFFER BOUNDARIES SHALL BE MARKED WITH SIGNS THAT PERSIST BEFORE, DURING, AND AFTER CONSTRUCTION. SIGNAGE SHALL BE POSTED AT THE EDGE OF THE BUFFER ZONE, EACH LOT LINE, AND AT A MAXIMUM SPACING OF ONE HUNDRED FIFTY (150) FEET. THIS SPACING CAN BE REDUCED FOR LARGE SCALE DEVELOPMENT AS APPROVED BY THE CITY'S ENGINEERING DEPT. THE LOCATION OF THE SIGNAGE SHALL BE SHOWN ON THE STORMWATER MANGAMENT PLAN, EPSC PLANS, GRADING PLANS, DRAINAGE PLANS AND BUFFER MANAGEMENT PLANS. THESE SIGN SHALL BE SUPPLIED BY THE CITY OF FRANKLIN'S STORMWATER INSPECTORS AT INITIAL SITE PRECONSTRUCTION MEETINGS AND BE INSTALLED BY THE FIRST EPSC INSPECTION.

NOTES:

1. PLANT MATERIAL MUST BE INSTALLED PER THE BARE ROOT STOCK DIAGRAM. REFER TO PG. 18 OF THE TENNESSEE URBAN RIPARIAN BUFFER HANDBOOK SERIES FOR MORE INFORMATION.
2. CONTRACTOR TO REMOVE INVASIVE PLANT MATERIAL WITHIN THE RIPARIAN BUFFER ZONE 1 AND ZONE 1 MITIGATION AREAS. SEE TN INVASIVE PLANT COUNCIL FOR LIST OF INVASIVE PLANTS.
3. INVASIVE PLANTS TO BE REMOVED PER THE NATIVE CONSERVANCY "WEED CONTROL METHODS HANDBOOK."
4. AS NEEDED, LANDSCAPE CONTRACTOR TO BREAK UP ALL COMPACTED SOIL VIA A SUBSOILER (RIPPER) TO A MINIMUM DEPTH OF 24" WITH A SUBSOILER SHANK SPACING OF 36" MAX. AND THEN AERATE TOPSOIL WITH A PLUG AERATOR TO A DEPTH OF 4".

NOTE: THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

TREE PROTECTION NOTE:

ALL TREE PROTECTION FENCING SHALL BE IN PLACE PRIOR TO THE ISSUANCE OF A GRADING OR LAND DISTURBANCE PERMIT AND SHALL BE MAINTAINED IN GOOD WORKING ORDER UNTIL ALL CONSTURCTION ACTIVITY IS COMPLETED. NO DISTURBANCE IS PERMITTED IN A TREE PRESERVATION AREA. ANY REQUIRED EROSION CONTROL MEASURES SHALL BE PLACED OUTSIDE OF ANY TREE PROTECTION FENCING.

RIPARIAN SEED MIX SHALL BE INSTALLED PER THE SEED MIX SUPPLIERS SPECIFICATIONS OR PER THE CITY'S NATIVE SEED INSTALLATION GUIDANCE DOCUMENT FOUND AT: HTTPS://WWW.FRANKLINTN.GOV/GOVERNMENT/DEPARTMENTS-A-J/ENGINEERING/DEVELOPMENT

UNMANAGED FOREST BUFFER AREA
(per the TENNESSEE URBAN RIPARIAN BUFFER REQUIREMENTS):

BUFFER ENCROACHMENT AREA PER CURRENT SITE PLAN: 7,625.82 SF
BUFFER ENCROACHMENT AREA 1: 1,304.92 SF
BUFFER ENCROACHMENT AREA 2: 6,320.90 SF

REQUIRED BUFFER MITIGATION AREA: 13,635.82 SF (0.31 AC)
- REQUIRED MITIGATION PER FRANKLIN PARK BUFFER RESTORATION: *6,010 SF (0.14 AC)
- REQUIRED BUFFER MITIGATION AREA PER CURRENT SITE PLAN: 7,625.82 SF (0.15 AC)

** PROPOSED BUFFER MITIGATION AREA ENHANCEMENTS: 9,752 SF (0.22 AC)

TOTAL REQUIRED PLANTING AREA: 9,752 SF
- # OF BARE ROOT SEEDLINGS = 9,752 SF / 36 = 270.89
  - •• TOTAL BARE ROOT SEEDLINGS REQUIRED = 271
  - •• 163 PROPOSED CANOPY TREES (60% MIN. CANOPY REQUIRED)
  - •• 108 PROPOSED UNDERSTORY TREES

(REFER TO PG. 18 OF THE TENNESSEE URBAN RIPARIAN BUFFER HANDBOOK FOR MORE INFORMATION)

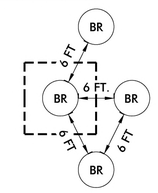
DISTURBED RIPARIAN ZONES TO BE SEEDED WITH RIPARIAN BUFFER SEED MIX. CONTRACTOR TO INSTALL RIPARIAN BUFFER SEED MIX BY HYDROSEEDING. A SECONDARY APPLICATION OF MULCH MAY BE APPLIED TO TOP AFTER APPLICATION FOR ADEQUATE GERMINATION. REFER TO MANUFACTURER'S SPECIFICATIONS (ERNST CONSERVATION SEEDS) FOR ADDITIONAL INSTALL INFORMATION.

*AREA NOT ILLUSTRATED. REFER TO COF #9437 1.0 STREAM BUFFER MITIGATION PLAN FOR BUFFER RESTORATION TAKE DOWN SCHEDULE AND AREA. REMAINING BUFFER RESTORATION AS NOTED ON SCHEDULE REFERS TO 'FUTURE DEVELOPMENT.'

LANDSCAPE DATA

SITE ACREAGE:	± 32.43 AC (1,412,650.8 SF)
SITE ZONING DISTRICT AND APPLICABLE OVERLAYS:	BASE ZONING: RC12 REGIONAL COMMERCE 12 PROPOSED ZONING: PD PLANNED DEVELOPMENT OVERLAY ZONING: FFO, FWO
MINIMUM REQUIRED LANDSCAPE AREA (RATIO & ACREAGE):	0.20 (6.49 AC)
PROVIDED LANDSCAPE SURFACE AREA (RATIO AND ACREAGE):	0.20 (6.49 AC)
PERCENT AND ACREAGE TREE CANOPY REQUIRED:	26% (46,800 SF)
PERCENT AND ACREAGE OF PRESERVED CANOPY COVER PROVIDED:	100% (±180,000 SQ. FT.)
NUMBER AND DBH OF SPECIMEN TREES REMOVED:	N/A
PROPOSED TREE SAVE AREA:	±4.13 AC (±180,000 SQ. FT.)

BARE ROOT STOCK



KEY

- BUFFER ENCROACHMENT AREA
- RIPARIAN BUFFER ZONE 1 MITIGATION AREA - TREE ENHANCEMENT AREA
- RIPARIAN BUFFER ZONE 1 MITIGATION AREA
- PROPOSED TREE SAVE AREA
- TP — TREE PROTECTION FENCE

23094 WEST FRANKLIN PARK BUFFER MANAGEMENT PLANT SCHEDULE

QTY	BOTANICAL NAME	COMMON NAME	CAL/CONT	NOTES	GENUS
Trees (Bare Root Seeding Stock)					
55	*Acer rubrum*	Red Maple	Bare Root	Canopy, 6' O.C.	20%
54	*Morus rubra*	Red Mulberry	Bare Root	Understory, 6' O.C.	20%
54	*Populus deltoides*	Eastern Cottonwood	Bare Root	Canopy, 6' O.C.	20%
54	*Quercus phellos*	Willow Oak	Bare Root	Canopy, 6' O.C.	20%
54	*Rhus typhina*	Staghorn Sumac	Bare Root	Understory, 6' O.C.	20%
SEED					
+/- 97.52 Sq Ft	(See notes for mix details)	Ernst Converation Seeds (Riparian Buffer Mix)	Seed mix	Ground Cover, Pure Live Seed (PLS)	

NORTH

0 30 60 90 feet

SCALE: 1" = 30'

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MICHAEL YOCHEM
REGISTERED
LANDSCAPE ARCHITECT
TENNESSEE NO. 329
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025

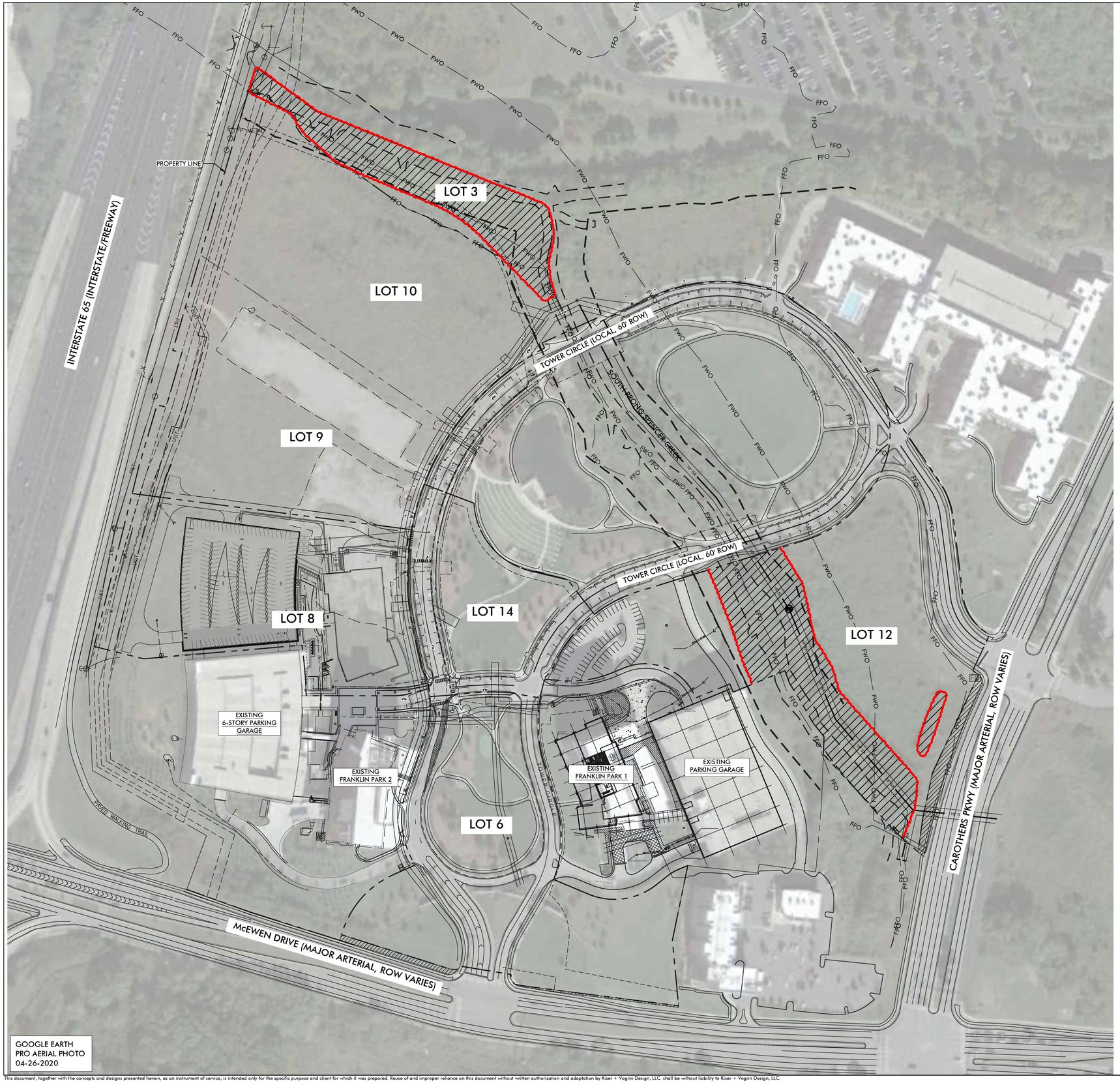
KVD PROJECT NO.
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DRAWING TITLE:
BUFFER MANAGEMENT PLAN

SHEET NUMBER
L0.2

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LANDSCAPE DATA

SITE ACREAGE:	± 32.43 AC. (1,412,650.8 SF)
SITE ZONING DISTRICT AND APPLICABLE OVERLAYS:	BASE ZONING: RC12 REGIONAL COMMERCE 12 PROPOSED ZONING: PD PLANNED DEVELOPMENT OVERLAY ZONING: FFO, FWO
MINIMUM REQUIRED LANDSCAPE AREA (RATIO & ACREAGE):	0.20 (6.49 AC)
PROVIDED LANDSCAPE SURFACE AREA (RATIO AND ACREAGE):	0.20 (6.49 AC)
PERCENT AND ACREAGE TREE CANOPY REQUIRED:	26% (46,800 SF)
PERCENT AND ACREAGE OF PRESERVED CANOPY COVER PROVIDED:	100% **(±180,000 SQ. FT.)**
NUMBER AND DBH OF SPECIMEN TREES REMOVED:	N/A
PROPOSED TREE SAVE AREA:	**±4.13 AC (±180,000 SQ. FT.)**

TREE REPLACEMENT NOTE:
Refer to COF #2572 open space and tree information charts, 392 caliper inches of replacement trees to be included at site plan

RIPARIAN BUFFER NOTE:
"There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation in riparian buffers except as permitted by the City Engineer, or his designee."

TREE PROTECTION NOTE:

ALL TREE PROTECTION FENCING SHALL BE IN PLACE PRIOR TO THE ISSUANCE OF A GRADING OR LAND DISTURBANCE PERMIT AND SHALL BE MAINTAINED IN GOOD WORKING ORDER UNTIL ALL CONSTURCTION ACTIVITY IS COMPLETED. NO DISTURBANCE IS PERMITTED IN A TREE PRESERVATION AREA. ANY REQUIRED EROSION CONTROL MEASURES SHALL BE PLACED OUTSIDE OF ANY TREE PROTECTION FENCING.

KEY

APPROXIMATE TREE SAVE AREA (TSA)
±4.13 AC (±180,000 SQ. FT.)

APPROXIMATE EXISTING TREE CANOPY
12.6% ±4.13 AC (±180,000 SQ. FT.)

NORTH

0 100 200 300 feet

SCALE: 1"=100'

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MICHAEL GARY VOGRIN REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 328 COMMERCE
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

DRAWING TITLE:

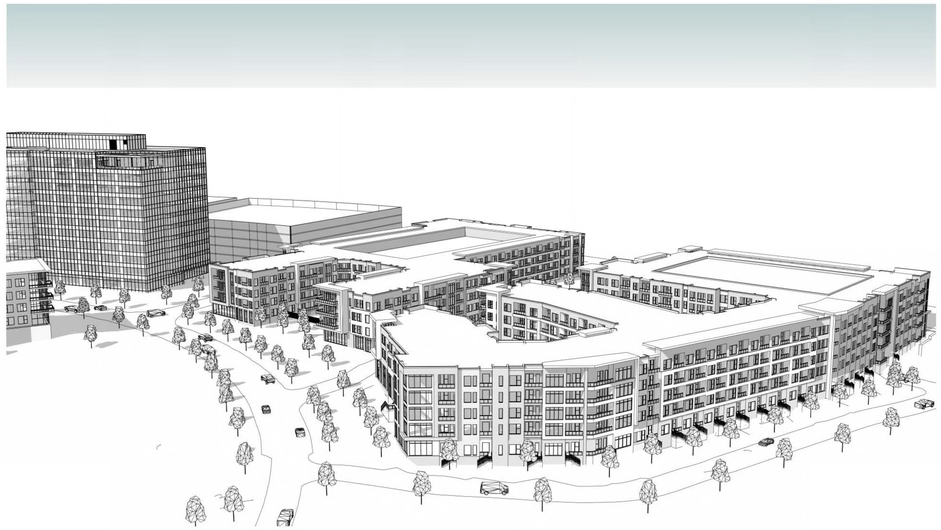
TREE PRESERVATION PLAN

SHEET NUMBER

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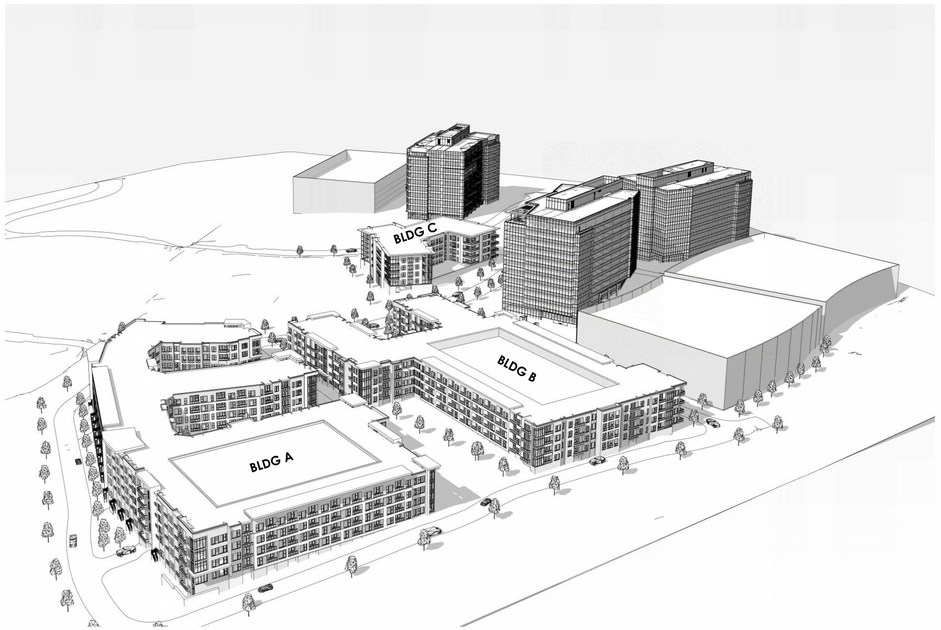
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AERIAL VIEW: BUILDING A AND B FROM CAMERON APARTMENTS (FACING SOUTH EAST)



AERIAL VIEW: BUILDING A AND B FROM BUILDING C (FACING WEST)



AERIAL VIEW: BUILDING A AND B FROM I65 (FACING SOUTH EAST)



AERIAL VIEW: BUILDING A AND B FROM NISSAN HQ (FACING SOUTH WEST)

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MICHAEL A. HATHAWAY
REGISTERED ARCHITECT
AGRICULTURE
DECEMBER
NO. 20951
STATE OF TENNESSEE
10.2.25

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # XXXX
FRANKLIN, WILLIAMSON COUNTY, TN

NO	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

DRAWING TITLE:
BUILDINGS A, B, AND C

SHEET NUMBER
A01

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MM/DD/YYYY XX:XX AM/PM G:\12020\Project Name\XXXX\XXXX

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STREET VIEW: BUILDING A AND B FROM FRANKLIN PARK 3



STREET VIEW: BUILDING B FROM BUILDING C



STREET VIEW: BUILDING A



STREET VIEW: BUILDING A & B

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MICHAEL A. HATHAWAY
REGISTERED ARCHITECT
AGRICULTURE
DATE
NO. 20
STATE OF TENNESSEE
10-2-25

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # XXXX
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

DRAWING TITLE:
BUILDINGS A AND B VIEWS

SHEET NUMBER
A02

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MM/DD/YYYY XX:XX AM/PM G:\2020\Project Name\XXXX\XXXX

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STREET VIEW: BUILDING C FROM FRANKLIN PARK 2



STREET VIEW: BUILDING C FROM EAST



STREET VIEW: BUILDING C FROM BUILDING B



STREET VIEW: BUILDING C FROM FRANKLIN PARK 1

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ARCHITECTS +INTERIORS
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MICHAEL A. HATHAWAY
REGISTERED ARCHITECT
AGRICULTURE
NO. 20961
STATE OF TENNESSEE
10.2.25

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # XXXX
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

DRAWING TITLE:
BUILDING C VIEWS

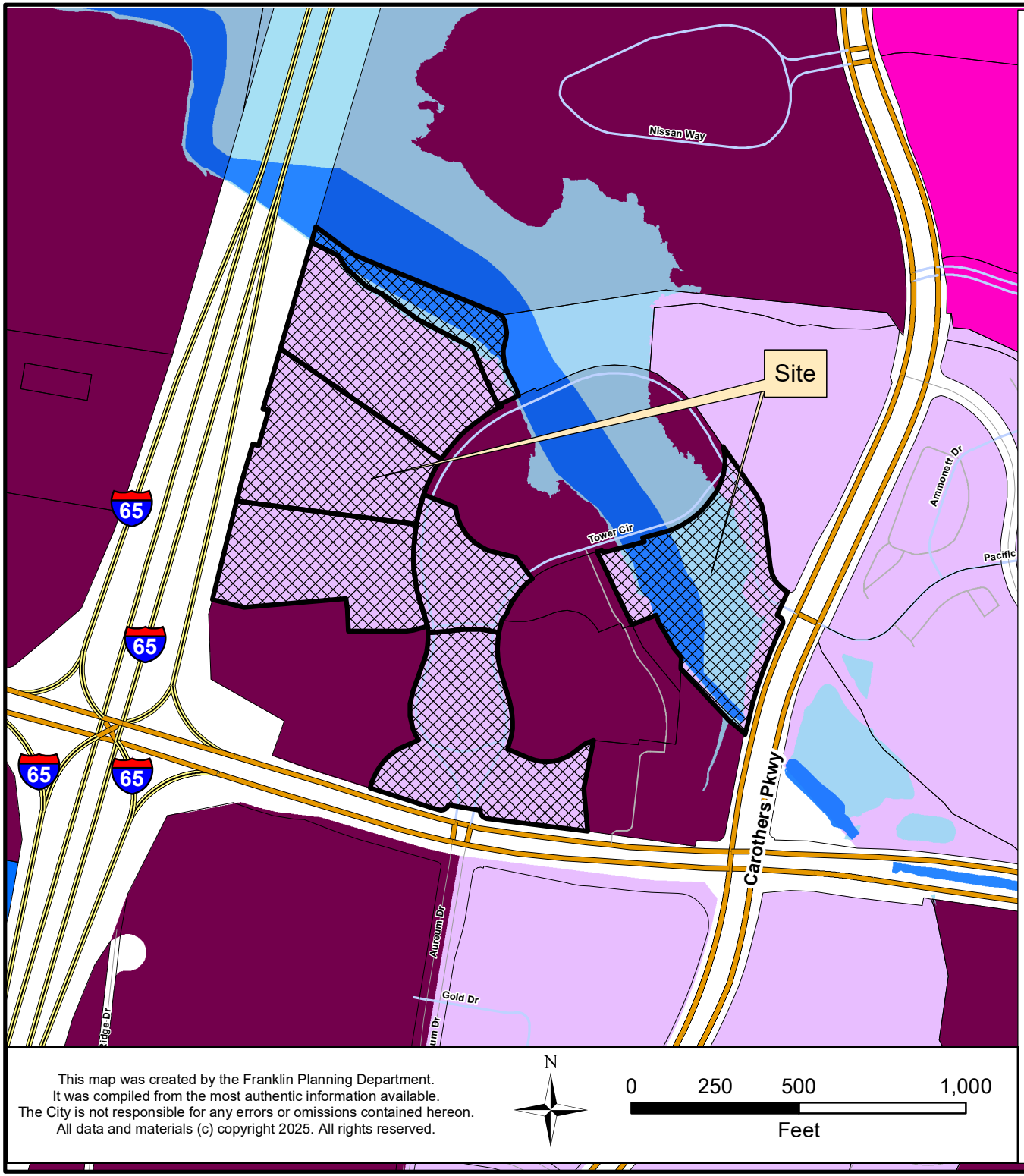
SHEET NUMBER
A03

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811

MM/DD/YYYY XX:XX AM/PM G:\2020\Project Name\XXXXXXXX

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WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1
RESOLUTION 2025-84

Project Information
Existing Zoning: Planned (PD 17.11/320,116) District
Overlay Districts: FFO, FWO
Site Acreage: 32.43 acres
Approved Dwelling Units: 555
Approved Nonresidential SF: 320,116 SF

Legend

- West Franklin Park PUD Subdivision
- Floodway Fringe Overlay
- Floodway Overlay
- AG Agricultural District
- ER Estate Residential District
- R1 Residential 1 District
- R2 Residential 2 District
- R3 Residential 3 District
- R4 Residential 4 District
- R6 Residential 6 District
- MR Mixed Residential District
- PD Planned District
- OR Office Residential District
- CI Civic Institutional District
- NC Neighborhood Commercial District
- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- 5TH Avenue District
- RC4 Regional Commerce 4 District
- RC6 Regional Commerce 6 District
- RC12 Regional Commerce 12 District
- GO General Office District
- LI Light Industrial District
- HI Heavy Industrial District

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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N

0 250 500 1,000
Feet

HISTORIC FRANKLIN TENNESSEE

COF no: 8932

CONDITIONS OF APPROVAL:

Open Issues: 4 These issues are currently being filtered

Engineering - Roadway Improvements

23094 West Franklin Park PUD DP Initial SP 250908.pdf

20. Roadway and traffic signal plans

david.chang@franklintn.gov **Advisory, to be addressed at site plan:**

Looks like the lanes the triangles are measured are backward. Triangles should be measured to the approaching lanes, not departing lanes.

Where right and left turns occur, the left-turn sight distance shall be used.

Also, looking at C5.5 site entry 1, the access from lot 14 did not have the triangles drawn.
[Edited By Chelsea Randolph]

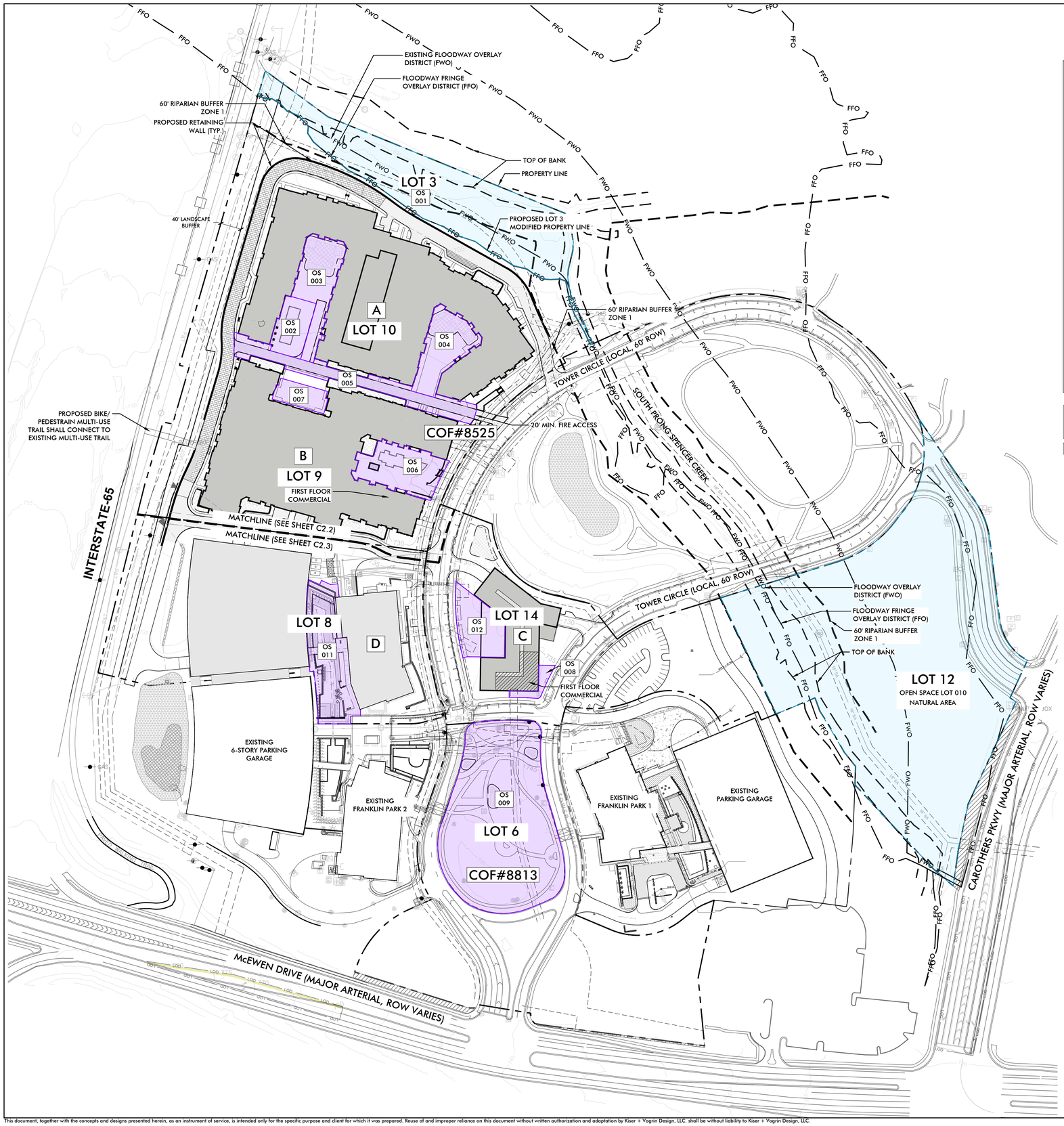
Planning

General Issues

13. MOS 1 - Reduction to Parking Requirements

chelsea.randolph@franklintn.gov Applicant shall add the result of the MOS request be documented on the cover of the Development Plan at One Stop.

Staff can support the MOS request. Although staff would advise being prepared to address why you aren't asking to be review under all current development standards associated with vesting.



TREE REPLACEMENT NOTE:
Refer to COF #2572 open space and tree information charts, 392 caliper inches of replacement trees to be included at site plan

IMPACT STATEMENT

STREET NETWORK
AS IDENTIFIED IN THE TIA RECOMMENDED IMPROVEMENTS, AT CAROTHERS PARKWAY AND TOWER CIRCLE IT IS RECOMMENDED TO INCLUDE ADJUSTED SIGNAL TIMINGS AND MODIFIED EXISTING TRAFFIC SIGNAL OPERATION TO INCORPORATE A PERMISSIVE OVERLAP RIGHT-TURN ARROW. AT CAROTHERS PARKWAY AND EAST MCEWEN DRIVE RECOMMENDATIONS INCLUDE ADJUSTED SIGNAL TIMINGS AND AN ADDITIONAL SOUTHBOUND LANE AT CAROTHERS PARKWAY BETWEEN TOWER CIRCLE AND EAST MCEWEN DRIVE. THIS LANE SHOULD RESULT IN TWO LEFT-TURN LANES, THREE THROUGH LANES, AND TWO RIGHT TURN LANES. AT MCEWEN DRIVE AND I-65 IT IS RECOMMENDED TO EXTEND THE EXISTING WESTBOUND RIGHT-TURN LANE ALONG EAST MCEWEN DRIVE FROM 225 FEET OF STORAGE TO FULL STORAGE (APPROXIMATELY 850 FEET). LASTLY, IT HAS BEEN RECOMMENDED TO ADJUST SIGNAL TIMINGS AT EAST MCEWEN DRIVE AND TOWER CIRCLE.

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT (MVUD) VIA AN EXISTING WATER MAIN THAT RUNS FROM EAST MCEWEN DRIVE ALONG TOWER CIRCLE ROAD TO THE PROPOSED DEVELOPMENT. PROJECTED MAXIMUM WATER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 490 SFUE.

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN VIA EXISTING SEWER SURROUNDING THE SITE IN TOWER CIRCLE ROAD. PROJECTED MAXIMUM SEWER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 437 SFUE. PROJECTED MAXIMUM SEWER DEMAND ORIGINALLY APPROVED FOR THE OVERALL SITE WAS 750 SFUE. THE REVISED PROPOSED MAXIMUM SEWER DEMAND FOR THE OVERALL SITE IS APPROXIMATELY 811 SFUE.

STORMWATER
POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES WITH ULTIMATE OUTFLOW INTO SOUTH PRONG SPENCER CREEK. POND 1, 2, AND 3 ARE NEWLY PROPOSED DETENTION PONDS SERVING LOTS 9 AND 10 (5.88 IMPERVIOUS AREA). LOT 14 IS TO BE SERVED BY THE REGIONAL DETENTION POND WITHIN FRANKLIN PARK. APPROXIMATELY 6.56 AC OF IMPERVIOUS AREA IS PROPOSED AT FINAL BUILDOUT OF LOT 9, 10, AND 14.

ELECTRICITY
ELECTRICITY WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS
NATURAL GAS WILL BE PROVIDED BY ATMOS GAS, IF AVAILABLE.

RIPARIAN BUFFER NOTE:
"There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation in riparian buffers except as permitted by the City Engineer, or his designee."

REFER TO COF #8525 FOR BUFFER MANAGEMENT PLAN

LEGEND
- PROPOSED STORMWATER AREAS
- MATCHLINES
- PROPERTY LINES

GENERAL NOTES:
1. DOOR LOCATIONS ARE INTENDED TO SHOW THE ACTIVATION AT THE GROUND LEVEL ON TOWER PARK CIRCLE, BUT ARE SUBJECT TO CHANGE UPON FINAL SITE PLAN SUBMITTAL. THERE WILL BE DOORS IN THESE APPROXIMATE LOCATIONS. SEE A01-A03 FOR APPROX. LOCATIONS.
2. REFER TO PLAN ENLARGEMENTS FOR DETAILED SITE INFORMATION

SITE DATA CHART:

PROJECT NAME: WEST FRANKLIN PARK
COF PROJECT NUMBER: 7587
TAX MAP: 062
GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle Franklin, TN 37067
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9
PUD SITE ACREAGE: 32.43 AC
PUD SITE SQUARE FOOTAGE: 1,412,650.8 SF
VESTING: September 13, 2027

REGULATIONS

BASE ZONING: RC12 REGIONAL COMMERCE 12
PROPOSED ZONING: PLANNED (PD 17.11/ 320,116) DISTRICT
OVERLAY ZONING: FFO, FWO
BUILDING TYPES APPLIED: MULTI-FAMILY, COMMERCIAL/ MIXED-USE, LARGE -SCALE OFFICE BUILDING
FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
- FRONT YARD: 10'
- SIDE YARD: 5'
- REAR YARD: 0'

DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 17.11 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 1,883 SPACES
- RESIDENTIAL: (1.25/ STUDIO &1 BR, 2.25/ 2 BR & 3 BR) 919 SPACES
- OFFICE: (3/ 1,000 SF) 934 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

ENVISION FRANKLIN DESCRIPTION: THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL, RETAIL, AND OFFICE USES CONSISTENT WITH ENVISION FRANKLIN.

WEST FRANKLIN PARK BUILDING DATA

BUILDING KEY	RETAIL (SF)	OFFICE (SF)	RESIDENTIAL (DU)	BUILDING STORIES	REQUIRED PARKING (SPACES)	GARAGE PARKING (SPACES)	PARALLEL PARKING (SPACES)	TOTAL PROPOSED PARKING (SPACES)
A			280	4-5	438	438	3	441
B	3,900		200	4-5	368	358	10	368
C	5,000		75	4-5	143	143	26	169
D		311,216		12	934	934	8	942
TOTAL	8,900	311,216	555	4-12	1,883	1,873	47	1,920

OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 32.43 AC (1,412,650.8 SF)
FORMAL OPEN SPACE ACREAGE REQUIRED PER COF#2572: 3.52 AC
INFORMAL OPEN SPACE REQUIRED PER COF#2572: 1.41 AC

OPEN SPACE PROVIDED

OS LOT #	OPEN SPACE TYPE	AREA OF OPEN SPACE (SF)	HARDSCAPE AREA% REQUIRED	STORMWATER FEATURE INCLUDED?	PROPOSED FEATURES
OS 001	NATURAL AREA	71,711	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 002	NEIGHBORHOOD AMENITY	8,045	N/A	N	POOL AMENITY
OS 003	POCKET PARK	14,375	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 004	POCKET PARK	13,297	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 005	GREENWAY	16,133	N/A	N	MULTI-USE TRAIL EXTENDING TO EXISTING TRAIL SYSTEM
OS 006	NEIGHBORHOOD AMENITY	14,732	50% - 80%	N	POOL AMENITY
OS 007	NEIGHBORHOOD AMENITY	5,000	50% - 80%	N	SPORT COURT
OS 008	OUTDOOR DINING AREA	2,080	N/A	N	OUTDOOR DINING AREA WITH PLANTING STRIP, DINING TABLE AND CHAIRS
OS 009	POCKET PARK	79,315	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 010	NATURAL AREA	269,126	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 011	POCKET PARK	21,753	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 012	PLAZA	11,347	80%	N	FORMAL GATHERING SPACE INCLUDING LANDSCAPE, SEATING, LIGHTING, AND FURNISHINGS

TOTAL PROVIDED: (FORMAL: 186,077 SF [4.27 AC] & INFORMAL: 340,837 SF [7.82 AC])
REFER TO COF PROJECT #2572 FOR ORIGINAL OPEN SPACE CHARTS

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE

NORTH
0 100 200 300 feet
SCALE: 1"=100'

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MICHAEL VOGRIN PART REGISTERED COMMERCE NO. 2582 TENNESSEE LANDSCAPE ARCHITECT
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025
KVD PROJECT NO.	23094

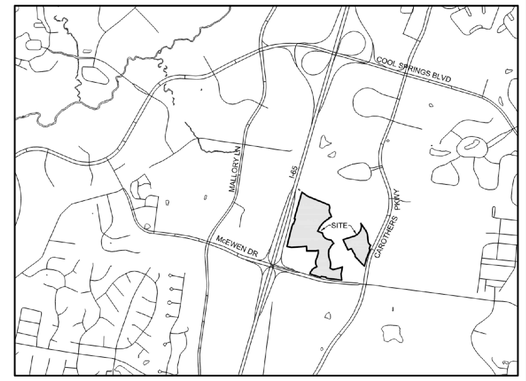
DRAWING TITLE:
DEVELOPMENT PLAN

SHEET NUMBER
C2.1

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WEST FRANKLIN PARK PUD SUBDIVISION
Development Plan, Revision 1
Lots 3, 6, 8-10,12 & 14
TAX MAP 062, GROUP K & L
PARCELS 01424, 01427, 01429-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle
Franklin, TN 37067
COF # 8932



SITE LOCATION MAP
N.T.S

SHEET INDEX:	Sheet Number	Pre - Application Submittal	Initial Submittal	Re-Submittal	One Stop Submittal
COVER	C0.0	08-25-25	09-08-25	10-02-25	
OVERALL EXISTING CONDITIONS	C1.0	08-25-25	09-08-25	10-02-25	
ENLARGED EXISTING CONDITIONS	C1.1	08-25-25	09-08-25	10-02-25	
ENLARGED EXISTING CONDITIONS	C1.2	08-25-25	09-08-25	10-02-25	
DEVELOPMENT PLAN	C2.0	08-25-25	09-08-25	10-02-25	
DEVELOPMENT PLAN W/ AERIAL	C2.1	08-25-25	09-08-25	10-02-25	
ENLARGED DEVELOPMENT PLAN	C2.2	08-25-25	09-08-25	10-02-25	
ENLARGED DEVELOPMENT PLAN	C2.3	08-25-25	09-08-25	10-02-25	
OVERALL GRADING & DRAINAGE PLAN	C3.0	08-25-25	09-08-25	10-02-25	
ENLARGED GRADING & DRAINAGE PLAN	C3.1	08-25-25	09-08-25	10-02-25	
ENLARGED GRADING & DRAINAGE PLAN	C3.2	08-25-25	09-08-25	10-02-25	
ENLARGED ROW AND ACCESS PLAN	C4.1	08-25-25	09-08-25	10-02-25	
ENLARGED ROW AND ACCESS PLAN	C4.2	08-25-25	09-08-25	10-02-25	
ENLARGED ROW AND ACCESS PLAN	C4.3	08-25-25	09-08-25	10-02-25	
ENLARGED ROW AND ACCESS PLAN	C4.4	08-25-25	09-08-25	10-02-25	
OVERALL UTILITY PLAN	C5.0	08-25-25	09-08-25	10-02-25	
ENLARGED UTILITY PLAN	C5.1	08-25-25	09-08-25	10-02-25	
ENLARGED UTILITY PLAN	C5.2	08-25-25	09-08-25	10-02-25	
SIGHT DISTANCE PLAN AND PROFILES	C5.5			10-02-25	
PHASING PLAN	C6.0	08-25-25	09-08-25	10-02-25	
BUFFER MANAGEMENT PLAN	L0.2			10-02-25	
TREE PRESERVATION PLAN	L1.0	08-25-25	09-08-25	10-02-25	
BUILDINGS A,B & C (ARCHITECTURAL MASSINGS)	A01	08-25-25	09-08-25	10-02-25	
BUILDINGS A & B VIEWS	A02	08-25-25	09-08-25	10-02-25	
BUILDING C VIEWS	A03	08-25-25	09-08-25	10-02-25	

DEVELOPER
NORTHWOOD RAVIN
Northwood Ravin
NW Franklin Park, LLC
3015 Carrington Mill Blvd.
Suite 460
Morrisville, NC 27560
Contact: Neil Edwards
980.322.6166

LANDSCAPE ARCHITECT / APPLICANT
RVD LANDSCAPE ARCHITECTURE & LAND PLANNING
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CIVIL ENGINEER
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Kimley-Horn Assoc.
214 Oceanside Drive
Nashville, TN 37204
Contact: Deaton Hildabrand
615.678.0666

Comprehensive Review at Site Plan:
Comprehensive review of roadway, stormwater, and utility elements by City of Franklin Staff will occur at Site Plan. Project entitlements approved with this Development Plan do not constitute approval of the roadway, stormwater, and utility elements shown on the Development Plan. If, upon application of City of Franklin street, stormwater, and utility standards at Site Plan, the applicant cannot achieve the maximum approved entitlements, the applicant shall be confined to the entitlements achievable from the application of said standards.

Parkland Dedication Requirements:
555 units x $4,304= $2,388,720 to meet the ordinance.

25% of the total amount or $597,180 will be due at final plat plus the number of dwellings for that phase at a rate of $3,228 per unit.

The 25% or $597,180 will not be reimbursable and will remain in Quad 1 for future Parks.

The 75% or $1,791,540 is possible for reimbursement with an agreement and exhibits showing improvements.

The developer shall enter into a contract with the city which contains terms and conditions relative to the parkland impact fees required to be paid by the developer and/or any off-sets granted for parkland dedication and/or construction of park improvements as may be requested by the developer. Such contract shall be finalized concurrently with the approval of a development plan or site plan when a development plan is not required. When neither a development plan or site plan exist, the contract shall be approved by BOMA prior to the issuance of a building permit and shall contain financial assurances to the city.

REVISION 1 PURPOSE:
REVISION 1 IS TO ONLY REQUEST A MODIFICATION OF STANDARDS FOR PARKING. ALL OTHER CHANGES TO DEVELOPMENT PLAN, REVISION 1, ARE TO UPDATE MINOR REVISIONS TO MATCH THE CURRENT APPROVED SITE PLAN (COF #8525). THE PARKING REDUCTIONS SHALL ONLY IMPACT THE PARKING GARAGES AT THE LOWEST LEVELS, WHICH WILL NOT IMPACT THE SITE LAYOUT, ON-STREET PARKING, OR EXTERIOR ARCHITECTURE IN ANY WAY.

REFER TO COF #2572 FOR THE UNIFIED PLAN FOR OPEN SPACE AND TREE REPLACEMENT

REFER TO COF #8525 FOR BUFFER MANAGEMENT PLAN

THE LOTS SHOWN IN THIS DEVELOPMENT PLAN, ALONG WITH LOTS 4, 5, 7, AND11 OF THE FRANKLIN PARK SUBDIVISION, WERE FIRST APPROVED AS A UNIFIED SITE PLAN FOR OVERALL OPEN SPACE REQUIREMENTS AND TREE PRESERVATION REQUIREMENTS. BECAUSE SEVERAL OF THE LOTS FROM THIS UNIFIED SITE PLAN HAVE ALREADY BEEN DEVELOPED USING THE PARAMETERS OF THE PREVIOUSLY APPROVED UNIFIED SITE PLAN, THE REQUIREMENTS FROM COF 2572 ARE HONORED ON THIS DEVELOPMENT PLAN. THE TREE PRESERVATION, TREE REPLACEMENT, AND OPEN SPACE REQUIREMENTS ARE MET OR EXCEEDED WITH THIS PLAN.

MODIFICATION OF STANDARDS #1 -
MINIMUM PARKING
Section 10.2.3 Minimum Parking (Previously 10.1.6 Parking Minimum)

Modification Request:

THIS PROPOSED MODIFICATION OF STANDARDS REQUESTS A MODIFICATION IN BASE PARKING RATES TO ALIGN WITH THE PARKING RATES MATCHING THE APPROVED JANUARY 1, 2025 FRANKLIN ZONING ORDINANCE. THE REDUCTION OF PARKING RATES IS SUPPORTED WITH NO CHANGES TO THE DESIGN INCLUDED WITH THE DEVELOPMENT PLAN.

1. The modification will enhance the design of the development more than if the standards were strictly adhered to: This requested modification seeks the ability to apply the current minimum parking requirements to the approved uses.

2. The conditions upon which the request is based are unique to the design intent for the development and are not applicable generally to other property: This requested modification seeks the ability to apply the current minimum parking requirements to the approved uses.

3. The modification is consistent with the intent of Envision Franklin:
- a.a. Envision Franklin consistently references minimizing the impact of parking.
- a.b. Off-street parking should be provided, and parking structures are encouraged. Parking should be located to the rear of buildings with limited side parking. Streets internal to a development may have on-street parking.
- a.c. Large expanses of pavement, particularly between a building and a street, should be avoided. Architectural and/or landscape features should be used so as to diminish the appearance of parking from public view.

LAND USE		REQUIRED RATES (PER COF ZONING ORDINANCE DATED 12.08.2020)	PROPOSED RATES (PER COF ZONING ORDINANCE DATED 01.01.2025)
MULTI-FAMILY	STUDIO	1.50	1.25
	1-BEDROOM	1.50	1.25
	2-BEDROOM	2.50	2.25
	3-BEDROOM	3.00	2.25
OFFICE		4/1000 SF	3/1000 SF
RETAIL		3.33/1000 SF	3.33/1000 SF

WEST FRANKLIN PARK BUILDING DATA, REVISION 1

						ORIGINAL PUD				REVISION 1				
BUILDING KEY	RETAIL (SF)	OFFICE (SF)	RESIDENTIAL (DU)	BUILDING STORIES	REQUIRED PARKING (SPACES)	GARAGE PARKING (SPACES)	PARALLEL PARKING (SPACES)	TOTAL PROPOSED PARKING (SPACES)	REQUIRED PARKING (SPACES)	GARAGE PARKING (SPACES)	PARALLEL PARKING (SPACES)	TOTAL PROPOSED PARKING (SPACES)	NET CHANGE OF REQUIRED SPACES
A			280	4-5	474	555	2	557	438	438	3	441	-36
B	3,900		200	4-5	382	420	10	430	368	358	10	368	-14
C	5,000		75	4-5	166	140	35	175	143	143	26	169	-23
D		311,216		12	1,245	1,367	0	1,367	934	934	8	942	-311
TOTAL	8,900	311,216	555	4-12	2,267	2,482	47	2,529	1,883	1,873	47	1,920	-384

SITE DATA CHART:

PROJECT NAME: WEST FRANKLIN PARK
COF PROJECT NUMBER: 7587
TAX MAP: 062
GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
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PUD SITE ACREAGE: 32.43 AC
PUD SITE SQUARE FOOTAGE: 1,412,650.8 SF
VESTING: September 13, 2027

REGULATIONS
BASE ZONING: RC12 REGIONAL COMMERCE 12
PROPOSED ZONING: PLANNED (PD 17.11/ 320,116) DISTRICT
OVERLAY ZONING: FFO, FWO
BUILDING TYPES APPLIED: MULTI-FAMILY, COMMERCIAL/ MIXED-USE, LARGE -SCALE OFFICE BUILDING
FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
- FRONT YARD: 10'
- SIDE YARD: 5'
- REAR YARD: 0'

DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 17.11 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 1,883 SPACES
- RESIDENTIAL: (1.25/ STUDIO &1 BR, 2.25/ 2 BR & 3 BR) 919 SPACES
- OFFICE: (3/ 1,000 SF) 934 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

VESTING DEVELOPMENT STANDARDS	
DEVELOPMENT STANDARD	VERSION/DATE
ZONING ORDINANCE	12-08-2020
SUBDIVISION REGULATIONS	12-12-2019
HISTORIC DISTRICT DESIGN GUIDELINES	N/A
TRANSPORTATION & STREET TECHNICAL STANDARDS	04-25-2017
STORMWATER BMP MANUAL	01-01-2016
TECHNICAL SPECIFICATIONS FOR UTILITY INSTALLATION	10-13-2020
MUNICIPAL CODE	EFFECTIVE DATES VARY PER STANDARD

GARY MICHAEL VOGRIN — REGISTERED — LANDSCAPE ARCHITECT — TENNESSEE — 10.02.25

DEATON J. HILDABRAND — REGISTERED ENGINEER — AGRICULTURE — COMMERCE — No. 127374 — STATE OF TENNESSEE — 10/01/2025

MICHAEL A. HATHAWAY — REGISTERED ARCHITECT — EXECUTIVE — No. 20951 — STATE OF TENNESSEE — 10-2-25

C0.0

DATE: 10-02-2025

NOT FOR CONSTRUCTION



SURVEY NOTES

1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLAN COORDINATE SYSTEM, AND NAD 83 DATUM.
2. BASE INFORMATION WAS TAKEN FROM AN ALTA SURVEY PREPARED BY RAGAN-SMITH ASSOCIATES INC. THE INFORMATION PROVIDED SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. KIMLEY-HORN AND ASSOCIATES SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE BASE INFORMATION SHOWN.
3. BASE INFORMATION FOR THE SOUTH PRONG SPENCER CREEK SEWER INTERCEPTOR AND ASSOCIATED EASEMENT WAS TAKEN FROM A BOUNDARY & TOPOGRAPHY SURVEY PREPARED BY WILSON & ASSOCIATES INC. THE INFORMATION PROVIDED SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. KIMLEY-HORN AND ASSOCIATES SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE BASE INFORMATION SHOWN.
4. INFORMATION WAS ALSO TAKEN FROM THE CITY OF FRANKLIN GIS AND AERIAL PHOTOGRAPHS.
5. THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARTY OTHER THAN THE OWNER.
6. THIS PROJECT IS LOCATED IN ZONE "X" AND ZONE "AE" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47187C0204F AND NO. 47187C0212F, WITH AN EFFECTIVE DATE OF 9-29-2006, WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE PROGRAM. ZONE "X" IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANGE FLOODPLAIN. ZONE "AE" IS A SPECIAL FLOOD HAZARD AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. THIS AREA IS INDICATED ON THE PLANS.

STORMWATER NARRATIVE

RUNOFF FOR THIS SITE ENCOUNTERS PRIMARILY GRASSY FIELDS SLOPING TOWARDS THE CREEK TO THE NORTH. DEPENDING ON WHERE RAINWATER FALLS, IT TRAVELS VIA SHEET FLOW AND SHALLOW CHANNEL FLOW TOWARDS THE NORTHERN CREEK. OUTFALLS ARE LABELED IN THE PLANS. EXISTING INLETS ALONG THE DEVELOPED AREA ROUTE WATER TO THE BIORETENTION AND DETENTION PONDS.

ALL OUTFALLS WILL BE UTILITZED IN THE DEVELOPMENT OF THIS SITE.

SITE SLOPE TABLE

	14% - 19.99%
	20% and above

GRAPHIC SCALE IN FEET
0 50 100 200

NORTH

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DEATON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 127141
10/01/2025
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

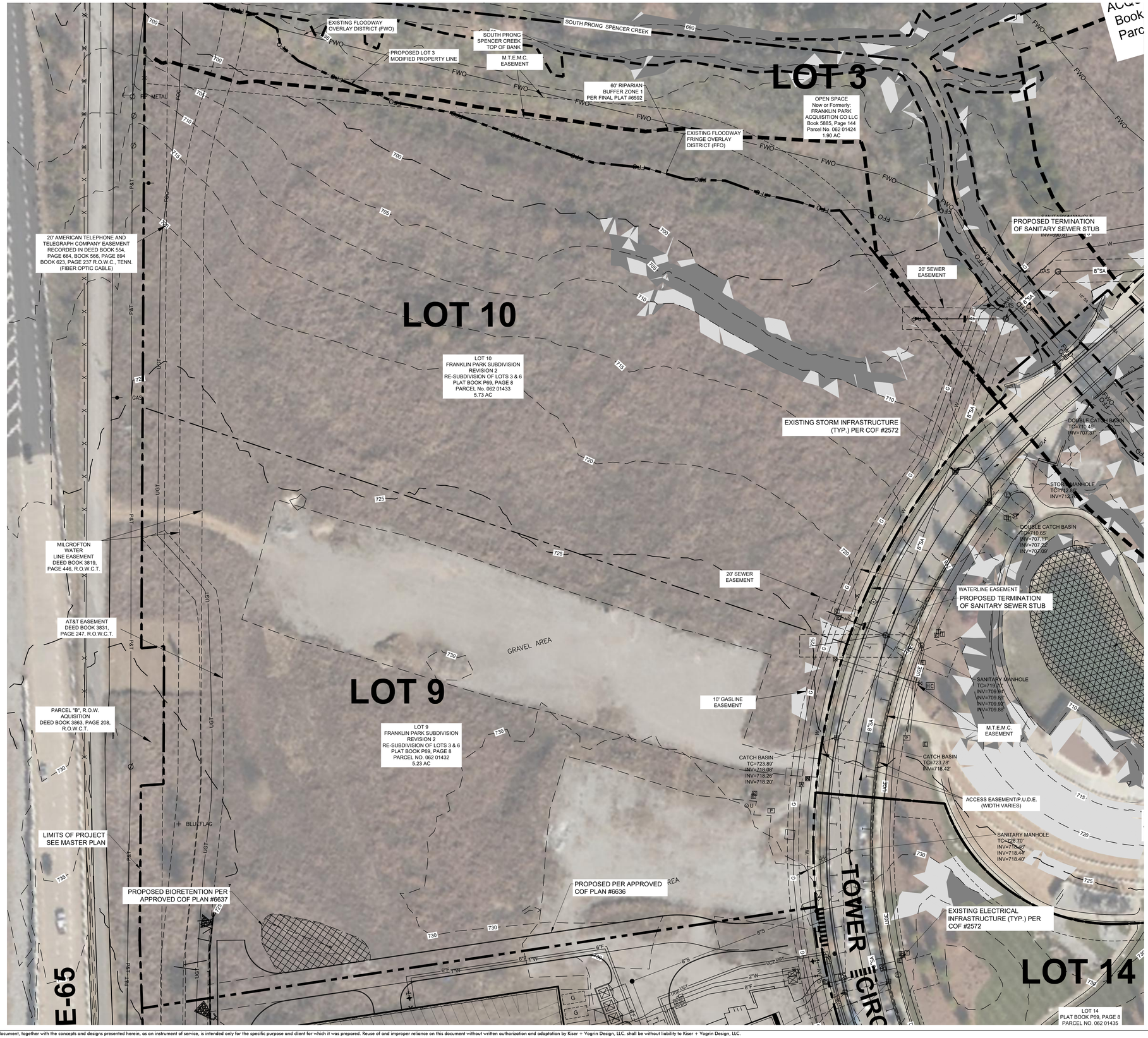
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SITE SLOPE TABLE

	14% - 19.99%
	20% and above

GRAPHIC SCALE IN FEET
0 20 40 80

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DEACON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
10/01/2025
COMMERCE
NO. 137141
STATE OF TENNESSEE

WEST FRANKLIN PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

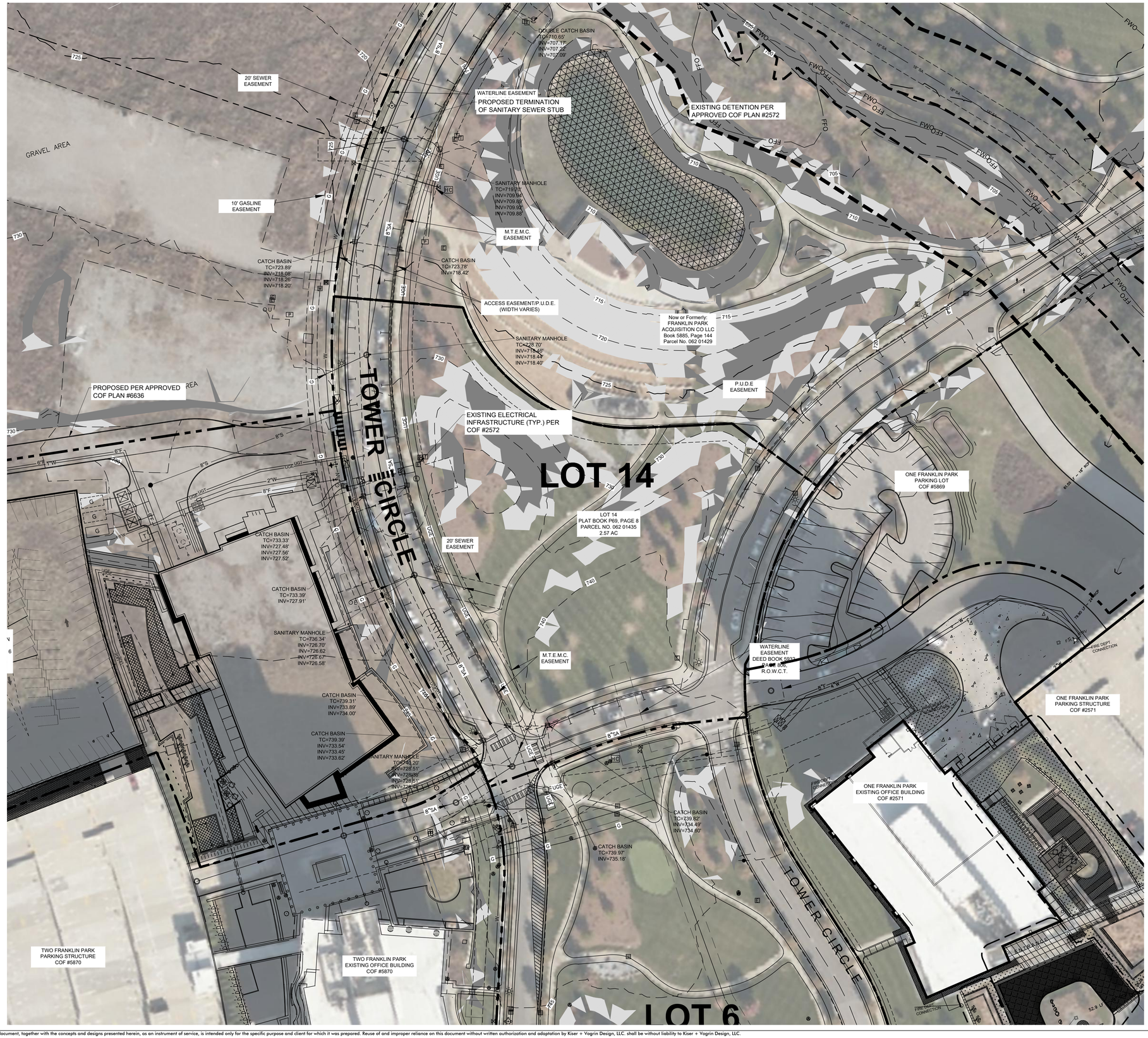
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SITE SLOPE TABLE

	14% - 19.99%
	20% and above

GRAPHIC SCALE IN FEET
0 20 40 80

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DEATON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
10/01/2025
STATE OF TENNESSEE
COMMERCE
No. 127315

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

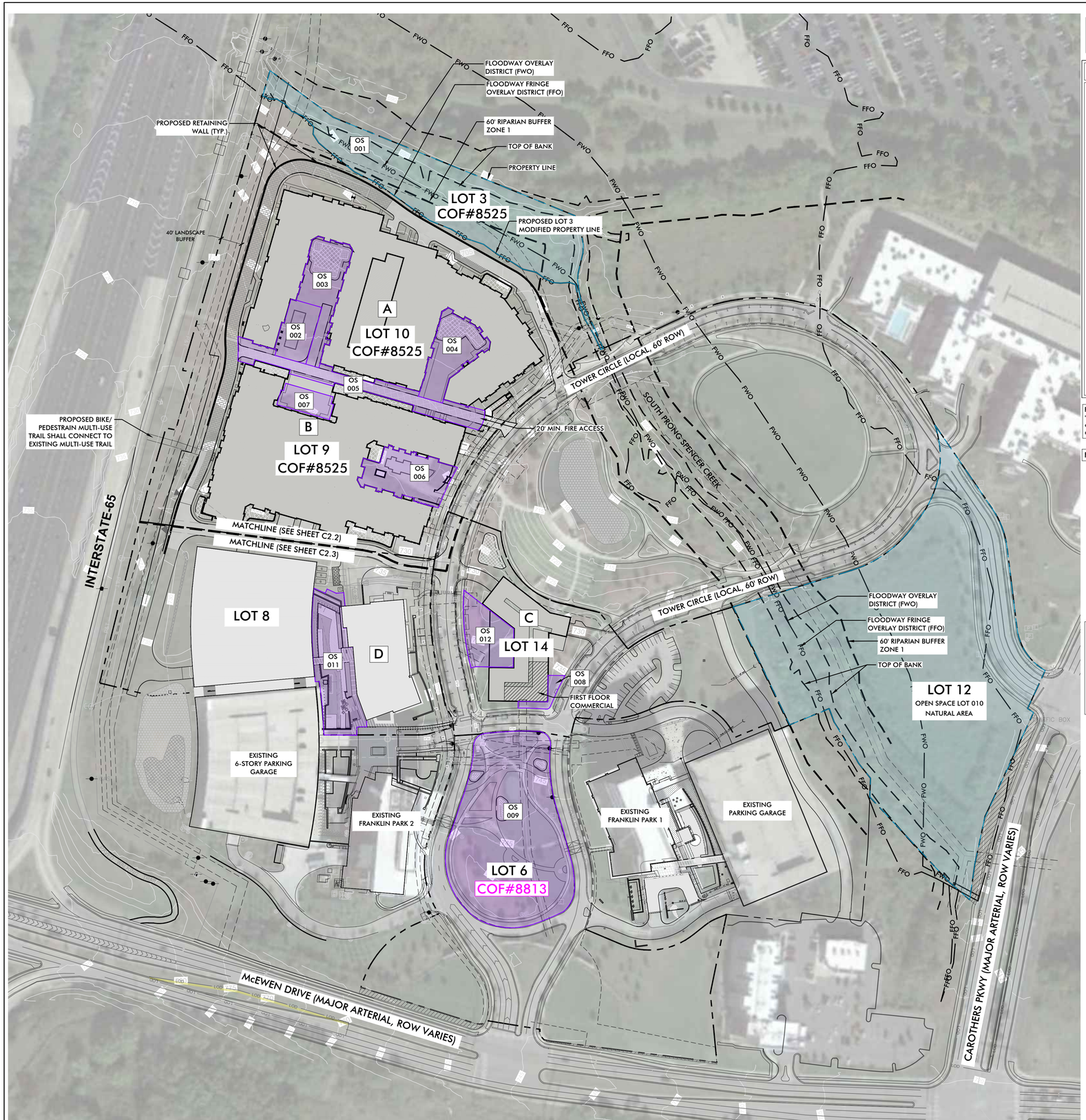
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TREE REPLACEMENT NOTE:
Refer to COF #2572 open space and tree information charts, 392 caliper inches of replacement trees to be included at site plan

IMPACT STATEMENT

STREET NETWORK
AS IDENTIFIED IN THE TIA RECOMMENDED IMPROVEMENTS, AT CAROTHERS PARKWAY AND TOWER CIRCLE IT IS RECOMMENDED TO INCLUDE ADJUSTED SIGNAL TIMINGS AND MODIFIED EXISTING TRAFFIC SIGNAL OPERATION TO INCORPORATE A PERMISSIVE OVERLAP RIGHT-TURN ARROW. AT CAROTHERS PARKWAY AND EAST MCEWEN DRIVE RECOMMENDATIONS INCLUDE ADJUSTED SIGNAL TIMINGS AND AN ADDITIONAL SOUTHBOUND LANE AT CAROTHERS PARKWAY BETWEEN TOWER CIRCLE AND EAST MCEWEN DRIVE. THIS LANE SHOULD RESULT IN TWO LEFT-TURN LANES, THREE THROUGH LANES, AND TWO RIGHT TURN LANES. AT MCEWEN DRIVE AND I-65 IT IS RECOMMENDED TO EXTEND THE EXISTING WESTBOUND RIGHT-TURN LANE ALONG EAST MCEWEN DRIVE FROM 225 FEET OF STORAGE TO FULL STORAGE (APPROXIMATELY 850 FEET). LASTLY, IT HAS BEEN RECOMMENDED TO ADJUST SIGNAL TIMINGS AT EAST MCEWEN DRIVE AND TOWER CIRCLE.

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT (MVUD) VIA AN EXISTING WATER MAIN THAT RUNS FROM EAST MCEWEN DRIVE ALONG TOWER CIRCLE ROAD TO THE PROPOSED DEVELOPMENT. PROJECTED MAXIMUM WATER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 490 SFUE.

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN VIA EXISTING SEWER SURROUNDING THE SITE IN TOWER CIRCLE ROAD. PROJECTED MAXIMUM SEWER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 437 SFUE. PROJECTED MAXIMUM SEWER DEMAND ORIGINALLY APPROVED FOR THE OVERALL SITE WAS 750 SFUE. THE REVISED PROPOSED MAXIMUM SEWER DEMAND FOR THE OVERALL SITE IS APPROXIMATELY 811 SFUE.

STORMWATER
POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES WITH ULTIMATE OUTFLOW INTO SOUTH PRONG SPENCER CREEK. POND 1, 2, AND 3 ARE NEWLY PROPOSED DETENTION PONDS SERVING LOTS 9 AND 10 (5.88 IMPERVIOUS AREA). LOT 14 IS TO BE SERVED BY THE REGIONAL DETENTION POND WITHIN FRANKLIN PARK. APPROXIMATELY 6.56 AC OF IMPERVIOUS AREA IS PROPOSED AT FINAL BUILDOUT OF LOT 9, 10, AND 14.

ELECTRICITY
ELECTRICITY WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS
NATURAL GAS WILL BE PROVIDED BY ATMOS GAS, IF AVAILABLE.

RIPARIAN BUFFER NOTE:
"There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation in riparian buffers except as permitted by the City Engineer, or his designee."

REFER TO COF #8525 FOR BUFFER MANAGEMENT PLAN

LEGEND

- PROPOSED STORMWATER AREAS
- MATCHLINES
- PROPERTY LINES

GENERAL NOTES:
1. DOOR LOCATIONS ARE INTENDED TO SHOW THE ACTIVATION AT THE GROUND LEVEL ON TOWER PARK CIRCLE, BUT ARE SUBJECT TO CHANGE UPON FINAL SITE PLAN SUBMITTAL. THERE WILL BE DOORS IN THESE APPROXIMATE LOCATIONS. SEE A01-A03 FOR APPROX. LOCATIONS.
2. REFER TO PLAN ENLARGEMENTS FOR DETAILED SITE INFORMATION

SITE DATA CHART:

PROJECT NAME: WEST FRANKLIN PARK
COF PROJECT NUMBER: 7587
TAX MAP: 062
GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle Franklin, TN 37067
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
Ccivil DISTRICT: 9
PUD SITE ACREAGE: 32.43 AC
PUD SITE SQUARE FOOTAGE: 1,412,650.8 SF
VESTING: September 13, 2027

REGULATIONS

BASE ZONING: RC12 REGIONAL COMMERCE 12
PROPOSED ZONING: PLANNED (PD 17.11/ 320,116) DISTRICT
OVERLAY ZONING: FFO, FWO
BUILDING TYPES APPLIED: MULTI-FAMILY, COMMERCIAL/ MIXED-USE, LARGE -SCALE OFFICE BUILDING
FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
- FRONT YARD: 10'
- SIDE YARD: 5'
- REAR YARD: 0'

DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 17.11 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 1,883 SPACES
- RESIDENTIAL: (1.25/ STUDIO &1 BR, 2.25/ 2 BR & 3 BR) 919 SPACES
- OFFICE: (3/ 1,000 SF) 934 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

ENVISION FRANKLIN DESCRIPTION: THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL, RETAIL, AND OFFICE USES CONSISTENT WITH ENVISION FRANKLIN.

WEST FRANKLIN PARK BUILDING DATA

BUILDING KEY	RETAIL (SF)	OFFICE (SF)	RESIDENTIAL (DU)	BUILDING STORIES	REQUIRED PARKING (SPACES)	GARAGE PARKING (SPACES)	PARALLEL PARKING (SPACES)	TOTAL PROPOSED PARKING (SPACES)
A			280	4-5	438	438	3	441
B	3,900		200	4-5	368	358	10	368
C	5,000		75	4-5	143	143	26	169
D		311,216		12	934	934	8	942
TOTAL	8,900	311,216	555	4-12	1,883	1,873	47	1,920

OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 32.43 AC (1,412,650.8 SF)
FORMAL OPEN SPACE ACREAGE REQUIRED PER COF#2572: 3.52 AC
INFORMAL OPEN SPACE REQUIRED PER COF#2572: 1.41 AC

OPEN SPACE PROVIDED

OS LOT #	OPEN SPACE TYPE	AREA OF OPEN SPACE (SF)	HARDSCAPE AREA% REQUIRED	STORMWATER FEATURE INCLUDED?	PROPOSED FEATURES
OS 001	NATURAL AREA	71,711	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 002	NEIGHBORHOOD AMENITY	8,045	N/A	N	POOL AMENITY
OS 003	POCKET PARK	14,375	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 004	POCKET PARK	13,297	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 005	GREENWAY	16,133	N/A	N	MULTI-USE TRAIL EXTENDING TO EXISTING TRAIL SYSTEM
OS 006	NEIGHBORHOOD AMENITY	14,732	50% - 80%	N	POOL AMENITY
OS 007	NEIGHBORHOOD AMENITY	5,000	50% - 80%	N	SPORT COURT
OS 008	OUTDOOR DINING AREA	2,080	N/A	N	OUTDOOR DINING AREA WITH PLANTING STRIP, DINING TABLE AND CHAIRS
OS 009	POCKET PARK	79,315	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 010	NATURAL AREA	269,126	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 011	POCKET PARK	21,753	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 012	PLAZA	11,347	80%	N	FORMAL GATHERING SPACE INCLUDING LANDSCAPE, SEATING, LIGHTING, AND FURNISHINGS

TOTAL PROVIDED: (FORMAL: 186,077 SF (4.27 AC) & INFORMAL: 340,837 SF (7.82 AC))
REFER TO COF PROJECT #2572 FOR ORIGINAL OPEN SPACE CHARTS.

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE

NORTH
0 100 200 300 feet
SCALE: 1"=100'

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MICHAEL VOGRIN — REGISTERED — PART — COMMERCE — TENNESSEE NO. 2382 — LANDSCAPE ARCHITECT
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

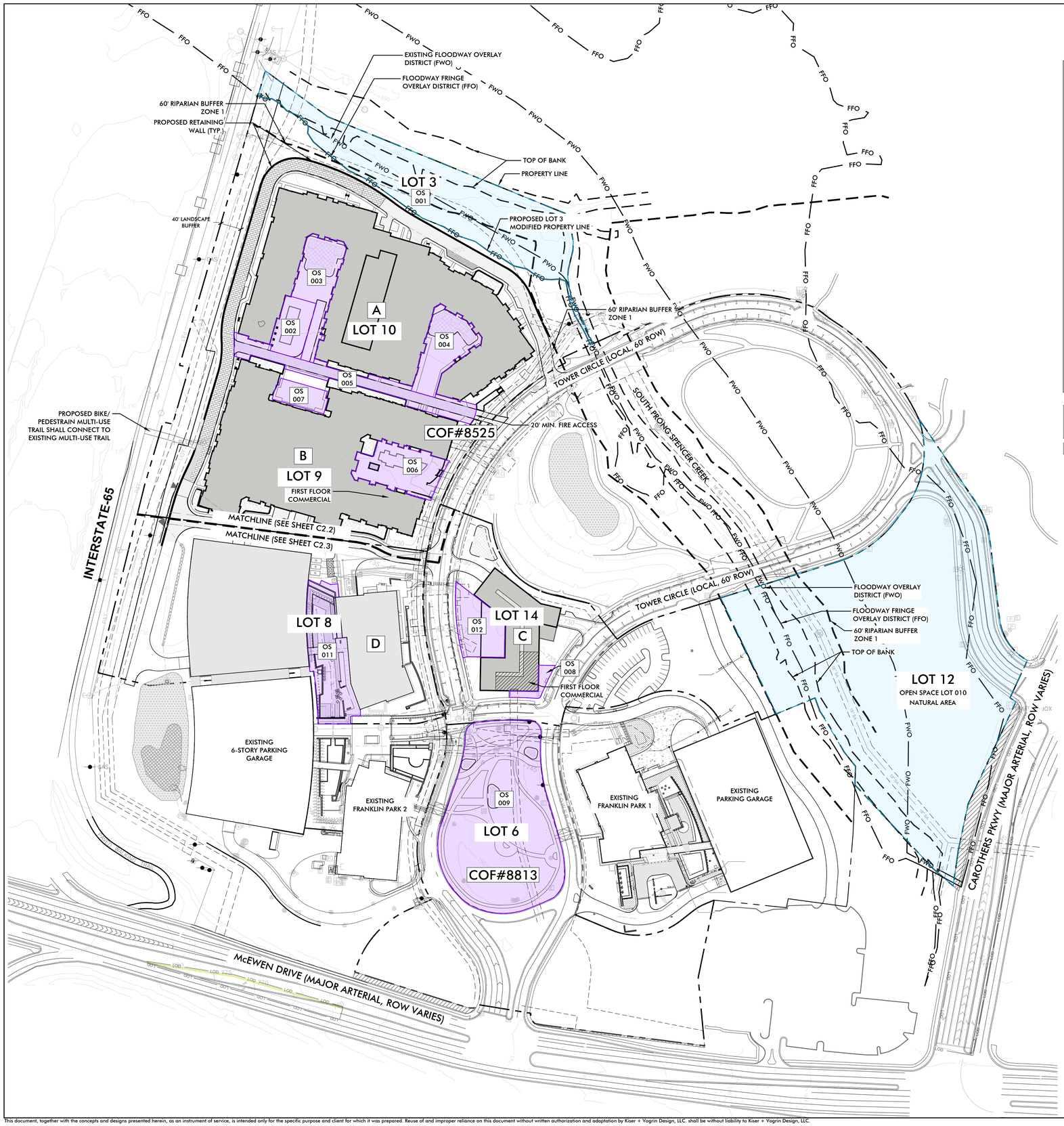
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DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025
KVD PROJECT NO. 23094

DRAWING TITLE:
DEVELOPMENT PLAN W/ AERIAL

SHEET NUMBER
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Refer to COF #2572 open space and tree information charts, 392 caliper inches of replacement trees to be included at site plan

IMPACT STATEMENT

STREET NETWORK
AS IDENTIFIED IN THE TIA RECOMMENDED IMPROVEMENTS, AT CAROTHERS PARKWAY AND TOWER CIRCLE IT IS RECOMMENDED TO INCLUDE ADJUSTED SIGNAL TIMINGS AND MODIFIED EXISTING TRAFFIC SIGNAL OPERATION TO INCORPORATE A PERMISSIVE OVERLAP RIGHT-TURN ARROW. AT CAROTHERS PARKWAY AND EAST MCEWEN DRIVE RECOMMENDATIONS INCLUDE ADJUSTED SIGNAL TIMINGS AND AN ADDITIONAL SOUTHBOUND LANE AT CAROTHERS PARKWAY BETWEEN TOWER CIRCLE AND EAST MCEWEN DRIVE. THIS LANE SHOULD RESULT IN TWO LEFT-TURN LANES, THREE THROUGH LANES, AND TWO RIGHT TURN LANES. AT MCEWEN DRIVE AND I-65 IT IS RECOMMENDED TO EXTEND THE EXISTING WESTBOUND RIGHT-TURN LANE ALONG EAST MCEWEN DRIVE FROM 225 FEET OF STORAGE TO FULL STORAGE (APPROXIMATELY 850 FEET). LASTLY, IT HAS BEEN RECOMMENDED TO ADJUST SIGNAL TIMINGS AT EAST MCEWEN DRIVE AND TOWER CIRCLE.

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT (MVUD) VIA AN EXISTING WATER MAIN THAT RUNS FROM EAST MCEWEN DRIVE ALONG TOWER CIRCLE ROAD TO THE PROPOSED DEVELOPMENT. PROJECTED MAXIMUM WATER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 490 SFUE.

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN VIA EXISTING SEWER SURROUNDING THE SITE IN TOWER CIRCLE ROAD. PROJECTED MAXIMUM SEWER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 437 SFUE. PROJECTED MAXIMUM SEWER DEMAND ORIGINALLY APPROVED FOR THE OVERALL SITE WAS 750 SFUE. THE REVISED PROPOSED MAXIMUM SEWER DEMAND FOR THE OVERALL SITE IS APPROXIMATELY 811 SFUE.

STORMWATER
POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES WITH ULTIMATE OUTFLOW INTO SOUTH PRONG SPENCER CREEK. POND 1, 2, AND 3 ARE NEWLY PROPOSED DETENTION PONDS SERVING LOTS 9 AND 10 (5.88 IMPERVIOUS AREA). LOT 14 IS TO BE SERVED BY THE REGIONAL DETENTION POND WITHIN FRANKLIN PARK. APPROXIMATELY 6.56 AC OF IMPERVIOUS AREA IS PROPOSED AT FINAL BUILDOUT OF LOT 9, 10, AND 14.

ELECTRICITY
ELECTRICITY WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS
NATURAL GAS WILL BE PROVIDED BY ATMOS GAS, IF AVAILABLE.

RIPARIAN BUFFER NOTE:
"There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation in riparian buffers except as permitted by the City Engineer, or his designee."

REFER TO COF #8525 FOR BUFFER MANAGEMENT PLAN

LEGEND
- PROPOSED STORMWATER AREAS
- MATCHLINES
- PROPERTY LINES

GENERAL NOTES:
1. DOOR LOCATIONS ARE INTENDED TO SHOW THE ACTIVATION AT THE GROUND LEVEL ON TOWER PARK CIRCLE, BUT ARE SUBJECT TO CHANGE UPON FINAL SITE PLAN SUBMITTAL. THERE WILL BE DOORS IN THESE APPROXIMATE LOCATIONS. SEE A01-A03 FOR APPROX. LOCATIONS.
2. REFER TO PLAN ENLARGEMENTS FOR DETAILED SITE INFORMATION

SITE DATA CHART:

PROJECT NAME: WEST FRANKLIN PARK
COF PROJECT NUMBER: 7587
TAX MAP: 062
GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle Franklin, TN 37067
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9
PUD SITE ACREAGE: 32.43 AC
PUD SITE SQUARE FOOTAGE: 1,412,650.8 SF
VESTING: September 13, 2027

REGULATIONS

BASE ZONING: RC12 REGIONAL COMMERCE 12
PROPOSED ZONING: PLANNED (PD 17.11/ 320,116) DISTRICT
OVERLAY ZONING: FFO, FWO
BUILDING TYPES APPLIED: MULTI-FAMILY, COMMERCIAL/ MIXED-USE, LARGE -SCALE OFFICE BUILDING
FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
- FRONT YARD: 10'
- SIDE YARD: 5'
- REAR YARD: 0'

DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 17.11 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 1,883 SPACES
- RESIDENTIAL: (1.25/ STUDIO &1 BR, 2.25/ 2 BR & 3 BR) 919 SPACES
- OFFICE: (3/ 1,000 SF) 934 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

ENVISION FRANKLIN DESCRIPTION: THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL, RETAIL, AND OFFICE USES CONSISTENT WITH ENVISION FRANKLIN.

WEST FRANKLIN PARK BUILDING DATA

BUILDING KEY	RETAIL (SF)	OFFICE (SF)	RESIDENTIAL (DU)	BUILDING STORIES	REQUIRED PARKING (SPACES)	GARAGE PARKING (SPACES)	PARALLEL PARKING (SPACES)	TOTAL PROPOSED PARKING (SPACES)
A			280	4-5	438	438	3	441
B	3,900		200	4-5	368	358	10	368
C	5,000		75	4-5	143	143	26	169
D		311,216		12	934	934	8	942
TOTAL	8,900	311,216	555	4-12	1,883	1,873	47	1,920

OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 32.43 AC (1,412,650.8 SF)
FORMAL OPEN SPACE ACREAGE REQUIRED PER COF#2572: 3.52 AC
INFORMAL OPEN SPACE REQUIRED PER COF#2572: 1.41 AC

OPEN SPACE PROVIDED

OS LOT #	OPEN SPACE TYPE	AREA OF OPEN SPACE (SF)	HARDSCAPE AREA% REQUIRED	STORMWATER FEATURE INCLUDED?	PROPOSED FEATURES
OS 001	NATURAL AREA	71,711	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 002	NEIGHBORHOOD AMENITY	8,045	N/A	N	POOL AMENITY
OS 003	POCKET PARK	14,375	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 004	POCKET PARK	13,297	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 005	GREENWAY	16,133	N/A	N	MULTI-USE TRAIL EXTENDING TO EXISTING TRAIL SYSTEM
OS 006	NEIGHBORHOOD AMENITY	14,732	50% - 80%	N	POOL AMENITY
OS 007	NEIGHBORHOOD AMENITY	5,000	50% - 80%	N	SPORT COURT
OS 008	OUTDOOR DINING AREA	2,080	N/A	N	OUTDOOR DINING AREA WITH PLANTING STRIP, DINING TABLE AND CHAIRS
OS 009	POCKET PARK	79,315	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 010	NATURAL AREA	269,126	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 011	POCKET PARK	21,753	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 012	PLAZA	11,347	80%	N	FORMAL GATHERING SPACE INCLUDING LANDSCAPE, SEATING, LIGHTING, AND FURNISHINGS

TOTAL PROVIDED: (FORMAL: 186,077 SF [4.27 AC] & INFORMAL: 340,837 SF [7.82 AC])
REFER TO COF PROJECT #2572 FOR ORIGINAL OPEN SPACE CHARTS

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE

NORTH
0 100 200 300 feet
SCALE: 1"=100'

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3005 Meridian Blvd Ste 100 Franklin, TN 37067
615.790.0567 | www.kiserdesign.com

MICHAEL VOGRIN — REGISTERED — TENNESSEE NO. 2532 — LANDSCAPE ARCHITECT
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

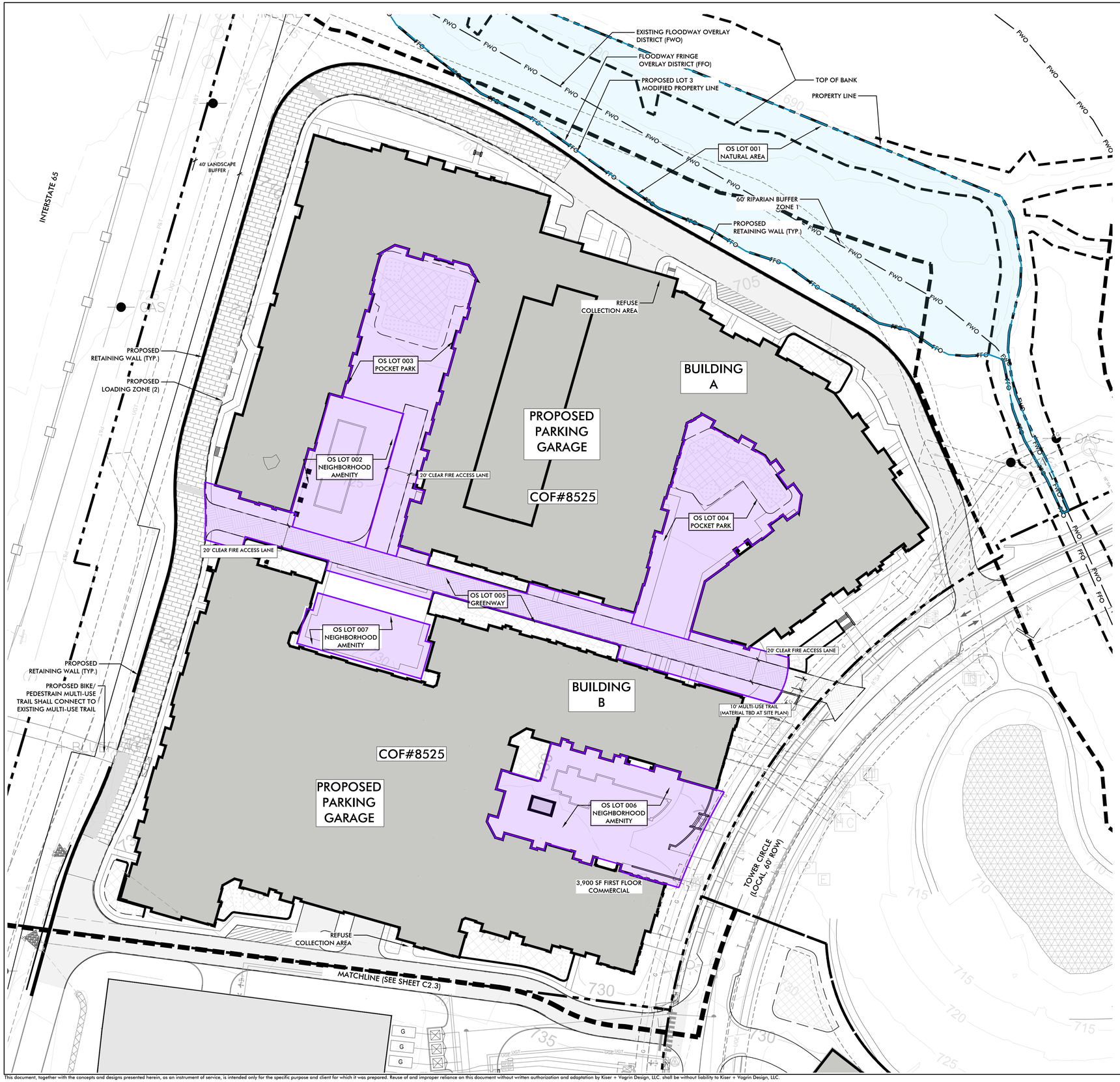
KVD PROJECT NO. 23094

DRAWING TITLE:
DEVELOPMENT PLAN

SHEET NUMBER
C2.1

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WEST FRANKLIN PARK BUILDING DATA

BUILDING KEY	RETAIL (SF)	OFFICE (SF)	RESIDENTIAL (DU)	BUILDING STORIES	REQUIRED PARKING (SPACES)	GARAGE PARKING (SPACES)	PARALLEL PARKING (SPACES)	TOTAL PROPOSED PARKING (SPACES)
A			280	4-5	438	438	3	441
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C	5,000		75	4-5	143	143	26	169
D		311,216		12	934	934	8	942
TOTAL	8,900	311,216	555	4-12	1,883	1,873	47	1,920

OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 32.43 AC (1,412,650.8 SF)
FORMAL OPEN SPACE ACREAGE REQUIRED PER COF#2572: 3.52 AC
INFORMAL OPEN SPACE REQUIRED PER COF#2572: 1.41 AC

OPEN SPACE PROVIDED

OS LOT #	OPEN SPACE TYPE	AREA OF OPEN SPACE (SF)	HARDSCAPE AREA% REQUIRED	STORMWATER FEATURE INCLUDED?	PROPOSED FEATURES
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OS 002	NEIGHBORHOOD AMENITY	8,045	N/A	N	POOL AMENITY
OS 003	POCKET PARK	14,375	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 004	POCKET PARK	13,297	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 005	GREENWAY	16,133	N/A	N	MULTI-USE TRAIL EXTENDING TO EXISTING TRAIL SYSTEM
OS 006	NEIGHBORHOOD AMENITY	14,732	50% - 80%	N	POOL AMENITY
OS 007	NEIGHBORHOOD AMENITY	5,000	50% - 80%	N	SPORT COURT
OS 008	OUTDOOR DINING AREA	2,080	N/A	N	OUTDOOR DINING AREA WITH PLANTING STRIP, DINING TABLE AND CHAIRS
OS 009	POCKET PARK	79,315	N/A	Y	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 010	NATURAL AREA	269,126	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
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REFER TO COF PROJECT #2572 FOR ORIGINAL OPEN SPACE CHARTS

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE

LEGEND

- PROPOSED STORMWATER AREAS
- MATCHLINES
- PROPERTY LINES

GENERAL NOTES:

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2. REFER TO PLAN ENLARGEMENTS FOR DETAILED SITE INFORMATIONS

REFER TO COF #8525 FOR BUFFER MANAGEMENT PLAN

NORTH

0 40 80 120 feet

SCALE: 1"=40'

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MICHAEL ROGER GRAY REGISTERED TENNESSEE NO. 3621 LANDSCAPE ARCHITECT
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO. 23094

DRAWING TITLE:

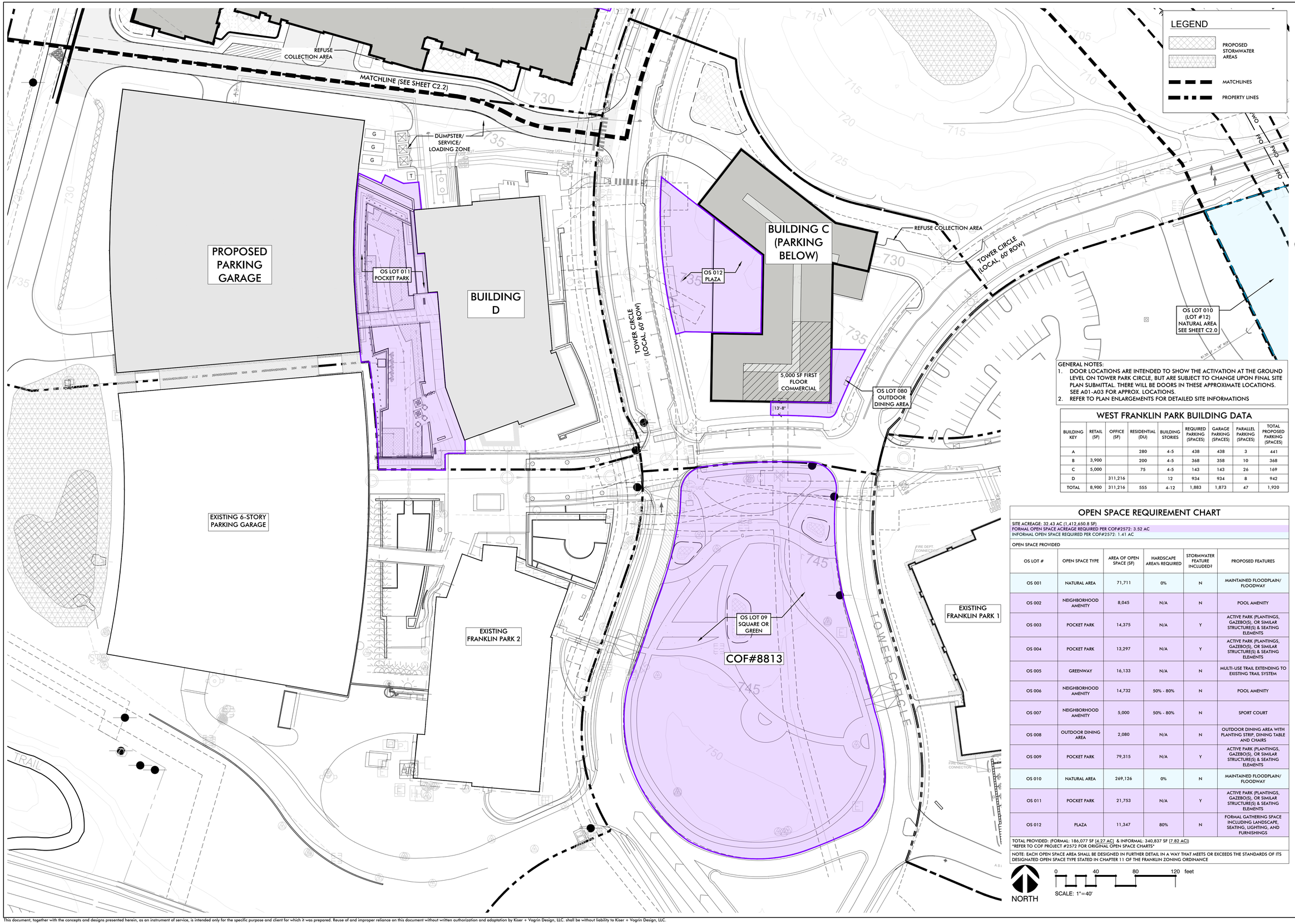
ENLARGED DEVELOPMENT PLAN

SHEET NUMBER

C2.2

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TOTAL PROVIDED: (FORMAL: 186,077 SF (4.27 AC) & INFORMAL: 340,837 SF (7.82 AC))
REFER TO COF PROJECT #2572 FOR ORIGINAL OPEN SPACE CHARTS

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NORTH

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

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MICHAEL ROGER GARY VOGRIN REGISTERED TENNESSEE NO. 883 LANDSCAPE ARCHITECT
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025

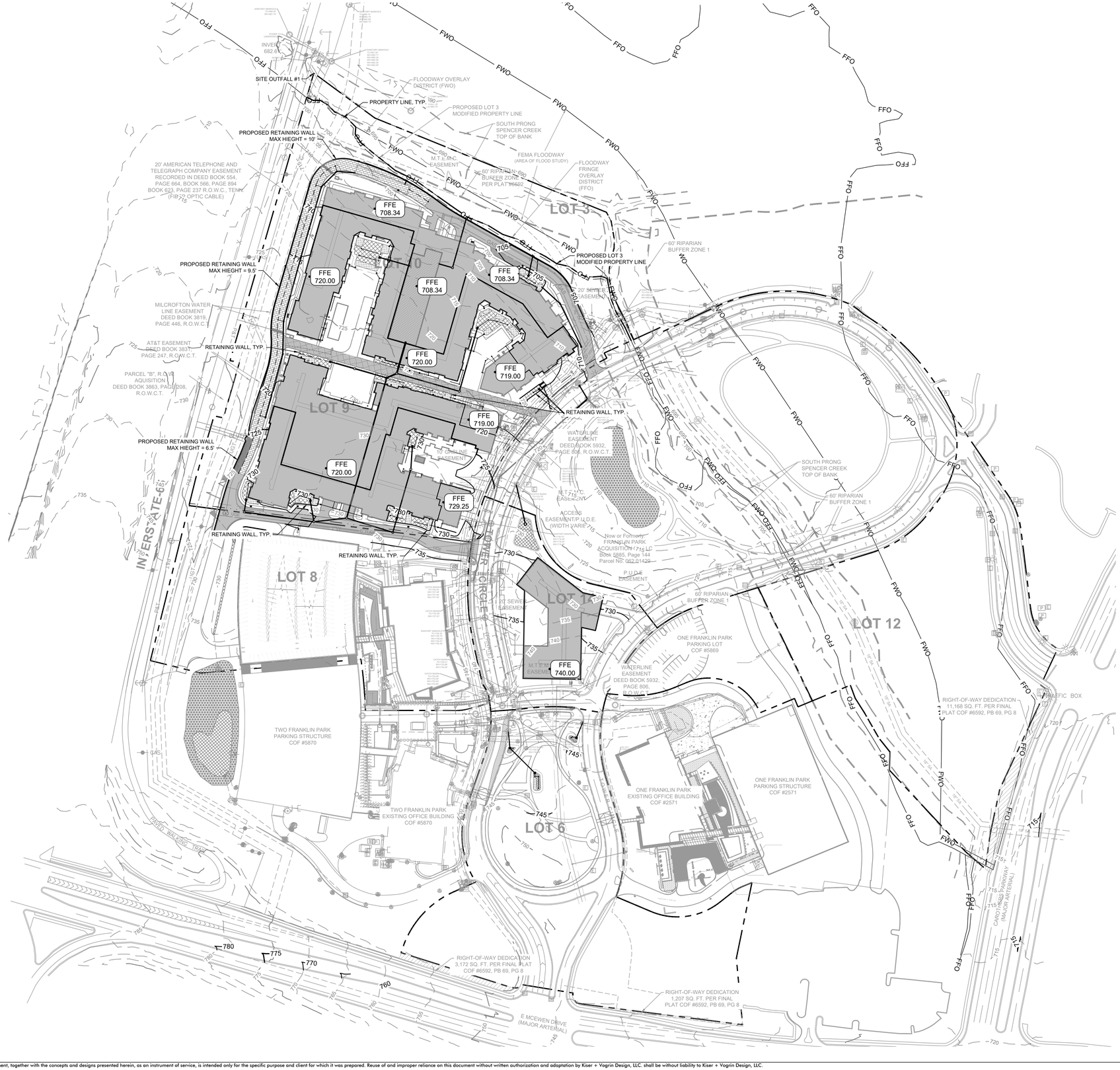
KVD PROJECT NO. 23094

DRAWING TITLE:
ENLARGED DEVELOPMENT PLAN

SHEET NUMBER
C2.3

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COF GRADING & DRAINAGE GENERAL NOTES

1. GRADING PERMIT IS REQUIRED FOR ANY PROJECT DISTURBING MORE THAN 10,000 SF, ADDING MORE THAN 5,000 SF OF IMPERVIOUS SURFACE OR FOR ANY SITE GRADING REQUIRING STOCKPILING OF MATERIAL.
2. THE DEVELOPER SHALL PROVIDE THE NECESSARY LABOR AND SUPERVISION REQUIRED TO SUPPORT FIELD TESTING BY THE INDEPENDENT TESTING FIRM AND INSPECTIONS BY CITY OFFICIALS AT NO COST TO THE CITY. TEST REPORTS OF FIELD TESTING IF APPLICABLE SHALL BE SUBMITTED DIRECTLY TO THE STREET DEPARTMENT. DEFECTS DISCLOSED BY TESTS SHALL BE RECTIFIED.
3. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
4. DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO, CULVERTS, DETENTION BASINS AND DITCHES, AS WELL AS THE ROADWAY SUB-GRADE, BASE STONE AND BINDER & SURFACE COARSE SHALL BE INSPECTED, TESTED AND GIVEN APPROVAL AT EACH STAGE OF INSTALLATION PRIOR TO PROCEEDING TO THE NEXT STAGE OF CONSTRUCTION. FINAL CONSTRUCTION INSPECTION FOR APPROVAL AND ACCEPTANCE OF STREETS AND DRAINAGE SYSTEMS WILL NOT BE GRANTED UNTIL ALL WORK HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS.
5. LOCATING AND COORDINATION FOR THE RELOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. TENNESSEE'S ONE-CALL AND THE CITY OF FRANKLIN UTILITY LOCATION SERVICE SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.

SITE AREA TABLE

LOT 9, 10, & 14 TOTAL SITE AREA =	13.53 ACRES
LOT 9, 10, & 14 IMPERVIOUS AREA =	6.67 ACRES
LOT 9 AREA =	5.23 ACRES
LOT 10 AREA =	5.73 ACRES
LOT 14 AREA =	2.57 ACRES
LOT 3 AREA =	1.90 ACRES
LOT 6 AREA =	5.89 ACRES
LOT 8 AREA =	4.99 ACRES
LOT 10 AREA =	5.73 ACRES
LOT 12 AREA =	6.07 ACRES
TOTAL AREA =	38.11 ACRES

SITE LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED WATER MAIN
- PROPOSED STORM PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED RECLAIMED WATER MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING STORM PIPE
- LIMITS OF DISTURBANCE
- FIRE HYDRANT
- SANITARY SWER MANHOLE
- DETENTION
- BIORETENTION

STORMWATER MANAGEMENT PLAN

ON-SITE STORMWATER WILL BE DIRECTED AWAY FROM PROPOSED BUILDINGS VIA POSITIVE DRAINAGE AND WILL SHEET FLOW INTO A CLOSED STORM SYSTEM AND TOWARDS THE BIORETENTION AREAS. STORMWATER RUNOFF WILL FLOW INTO PROPOSED BIORETENTION AREA FOR INFILTRATION AND TREATMENT. OFF-SITE STORMWATER WILL BE DIVERTED AWAY FROM ANY PROPOSED STORMWATER TREATMENT AREAS. THE PROPOSED BIORETENTION AREAS WILL TREAT STORMWATER RUNOFF BEFORE IT EITHER INFILTRATES INTO THE SOIL OR DISCHARGES VIA AN OVERFLOW BERM/STORM STRUCTURES TO THE PROPOSED DETENTION BASIN.

RUNOFF THAT EXCEEDS THE FIRST INCH OF RAINFALL WILL BE ROUTED VIA OVERFLOW BERM OR STORM STRUCTURE TO A DETENTION POND. AN OUTLET CONTROL STRUCTURE WILL LIMIT DISCHARGE FLOW RATE OF THE SITE UP TO THE 100-YEAR DESIGN STORM.

RIPARIAN BUFFER NOTE

THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

GRAPHIC SCALE IN FEET
0 50 100 200

NORTH

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DEANON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 127515
10/01/2025
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

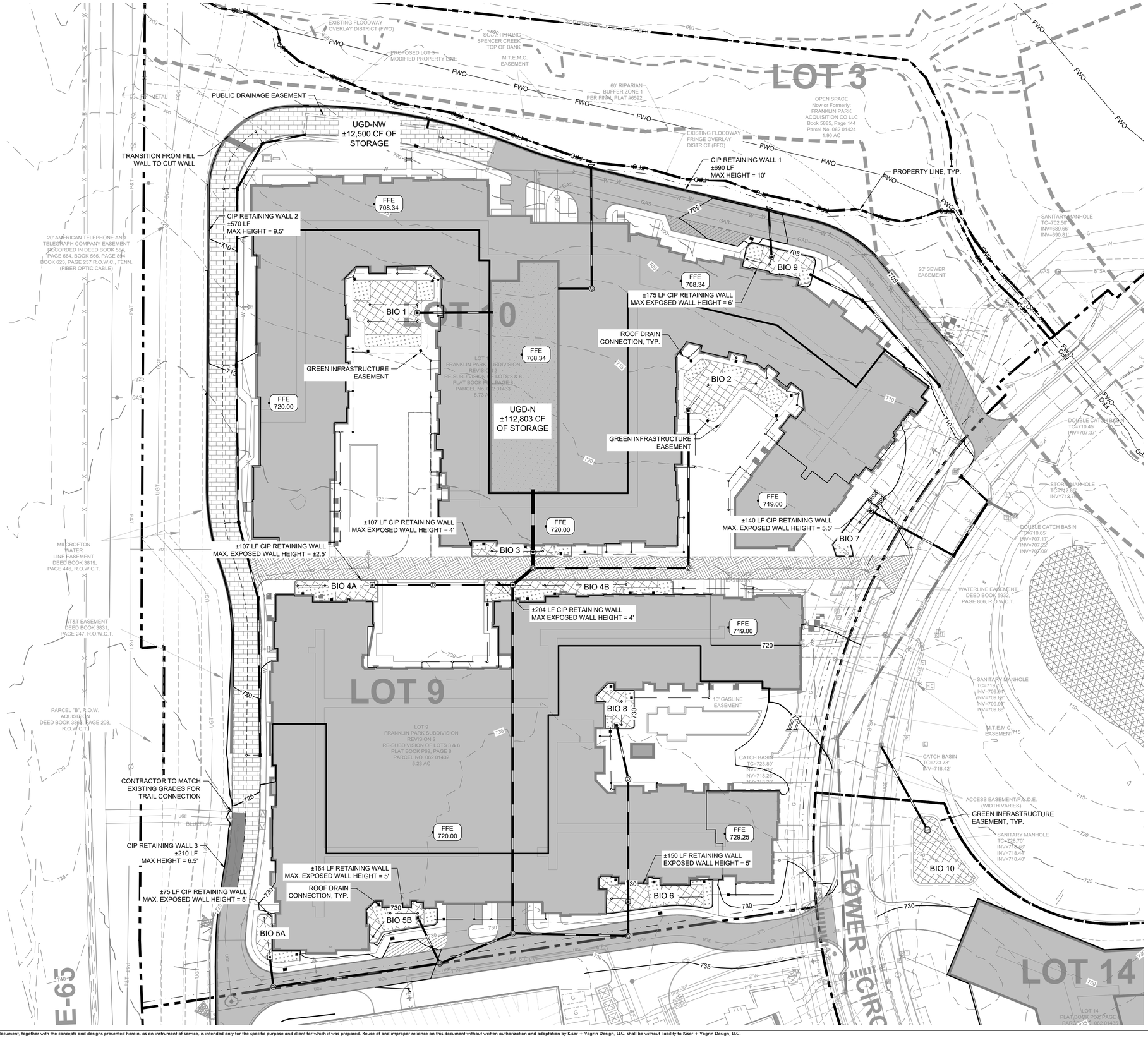
DRAWING TITLE:
OVERALL GRADING AND DRAINAGE PLAN

SHEET NUMBER
C3.0

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COF GRADING & DRAINAGE GENERAL NOTES

1. GRADING PERMIT IS REQUIRED FOR ANY PROJECT DISTURBING MORE THAN 10,000 SF, ADDING MORE THAN 5,000 SF OF IMPERVIOUS SURFACE OR FOR ANY SITE GRADING REQUIRING STOCKPILING OF MATERIAL.
2. THE DEVELOPER SHALL PROVIDE THE NECESSARY LABOR AND SUPERVISION REQUIRED TO SUPPORT FIELD TESTING BY THE INDEPENDENT TESTING FIRM AND INSPECTIONS BY CITY OFFICIALS AT NO COST TO THE CITY. TEST REPORTS OF FIELD TESTING IF APPLICABLE SHALL BE SUBMITTED DIRECTLY TO THE STREET DEPARTMENT. DEFECTS DISCLOSED BY TESTS SHALL BE RECTIFIED.
3. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
4. DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO, CULVERTS, DETENTION BASINS AND DITCHES, AS WELL AS THE ROADWAY SUB-GRADE, BASE STONE AND BINDER & SURFACE COARSE SHALL BE INSPECTED, TESTED AND GIVEN APPROVAL AT EACH STAGE OF INSTALLATION PRIOR TO PROCEEDING TO THE NEXT STAGE OF CONSTRUCTION. FINAL CONSTRUCTION INSPECTION FOR APPROVAL AND ACCEPTANCE OF STREETS AND DRAINAGE SYSTEMS WILL NOT BE GRANTED UNTIL ALL WORK HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS.
5. LOCATING AND COORDINATION FOR THE RELOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. TENNESSEE'S ONE-CALL AND THE CITY OF FRANKLIN UTILITY LOCATION SERVICE SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.

SITE AREA TABLE

LOT 9, 10, & 14 TOTAL SITE AREA =	13.53 ACRES
LOT 9, 10, & 14 IMPERVIOUS AREA =	6.67 ACRES
LOT 9 AREA =	5.23 ACRES
LOT 10 AREA =	5.73 ACRES
LOT 14 AREA =	2.57 ACRES
LOT 3 AREA =	1.90 ACRES
LOT 6 AREA =	5.89 ACRES
LOT 8 AREA =	4.99 ACRES
LOT 10 AREA =	5.73 ACRES
LOT 12 AREA =	6.07 ACRES
TOTAL AREA =	38.11 ACRES

SITE LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED WATER MAIN
- PROPOSED STORM PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED RECLAIMED WATER MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING STORM PIPE
- LIMITS OF DISTURBANCE
- FIRE HYDRANT
- SANITARY SWER MANHOLE
- DETENTION
- BIORETENTION

STORMWATER MANAGEMENT PLAN

ON-SITE STORMWATER WILL BE DIRECTED AWAY FROM PROPOSED BUILDINGS VIA POSITIVE DRAINAGE AND WILL SHEET FLOW INTO A CLOSED STORM SYSTEM AND TOWARDS THE BIORETENTION AREAS. STORMWATER RUNOFF WILL FLOW INTO PROPOSED BIORETENTION AREA FOR INFILTRATION AND TREATMENT. OFF-SITE STORMWATER WILL BE DIVERTED AWAY FROM ANY PROPOSED STORMWATER TREATMENT AREAS. THE PROPOSED BIORETENTION AREAS WILL TREAT STORMWATER RUNOFF BEFORE IT EITHER INFILTRATES INTO THE SOIL OR DISCHARGES VIA AN OVERFLOW BERM/STORM STRUCTURES TO THE PROPOSED DETENTION BASIN.

RUNOFF THAT EXCEEDS THE FIRST INCH OF RAINFALL WILL BE ROUTED VIA OVERFLOW BERM OR STORM STRUCTURE TO A DETENTION POND. AN OUTLET CONTROL STRUCTURE WILL LIMIT DISCHARGE FLOW RATE OF THE SITE UP TO THE 100-YEAR DESIGN STORM.

RIPARIAN BUFFER NOTE

THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

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DEATON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
10/01/2025
COMMERCE
No. 127315
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025

KVD PROJECT NO.
23094

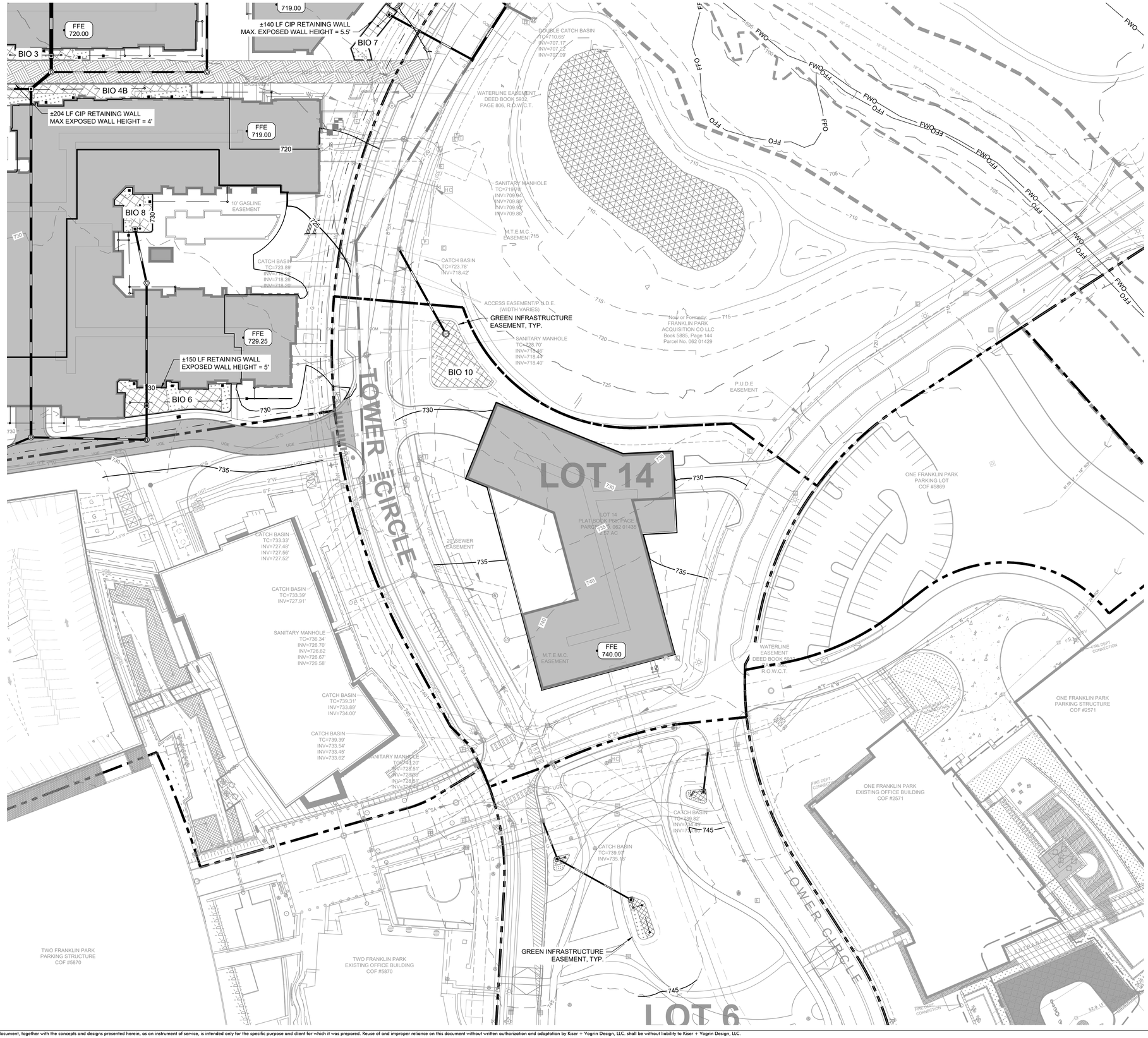
DRAWING TITLE:
ENLARGED GRADING
AND DRAINAGE PLAN

SHEET NUMBER
C3.1

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M:\D\D\YYYY XX.XX AM\PM G:\2020\Project Name\XXXX\XXXX


FFE 720.00
BIO 3
719.00
±140 LF CIP RETAINING WALL
MAX. EXPOSED WALL HEIGHT = 5.5'
BIO 7
BIO 4B
±204 LF CIP RETAINING WALL
MAX EXPOSED WALL HEIGHT = 4'
FFE 719.00
720
10' GASLINE EASEMENT
BIO 8
730
725
FFE 729.25
±150 LF RETAINING WALL
EXPOSED WALL HEIGHT = 5'
BIO 6
TOWER CIRCLE
LOT 14
LOT 14
PLAT BOOK P68, PAGE 1
PARCEL NO. 062 01435
2.87 AC
FFE 740.00
20' SEWER EASEMENT
M.T.E.M.C. EASEMENT
WATERLINE EASEMENT DEED BOOK 5932, PAGE 806, R.O.W.C.T.
DOUBLE CATCH BASIN
TC=710.65'
INV=707.17'
INV=707.22'
INV=707.09'
SANITARY MANHOLE
TC=719.03'
INV=709.55'
INV=709.80'
INV=709.93'
INV=709.88'
CATCH BASIN
TC=723.89'
INV=718.98'
INV=718.28'
CATCH BASIN
TC=723.78'
INV=718.42'
ACCESS EASEMENT/P.U.D.E. (WIDTH VARIES)
GREEN INFRASTRUCTURE EASEMENT, TYP.
SANITARY MANHOLE
TC=728.70'
INV=718.46'
INV=718.42'
INV=718.40'
BIO 10
Now or Formerly
FRANKLIN PARK ACQUISITION CO LLC
Book 5885, Page 144
Parcel No. 062 01429
P.U.D.E. EASEMENT
ONE FRANKLIN PARK PARKING LOT COF #5869
ONE FRANKLIN PARK PARKING STRUCTURE COF #2571
ONE FRANKLIN PARK EXISTING OFFICE BUILDING COF #2571
WATERLINE EASEMENT DEED BOOK 5932, PAGE 806, R.O.W.C.T.
CATCH BASIN
TC=733.33'
INV=727.48'
INV=727.56'
INV=727.52'
CATCH BASIN
TC=733.39'
INV=727.91'
SANITARY MANHOLE
TC=736.34'
INV=726.70'
INV=726.62'
INV=726.67'
INV=726.58'
CATCH BASIN
TC=739.31'
INV=733.89'
INV=734.00'
CATCH BASIN
TC=739.39'
INV=733.54'
INV=733.45'
INV=733.62'
SANITARY MANHOLE
TC=740.20'
INV=728.51'
INV=728.66'
INV=728.51'
INV=728.41'
CATCH BASIN
TC=739.82'
INV=733.39'
CATCH BASIN
TC=739.97'
INV=735.18'
GREEN INFRASTRUCTURE EASEMENT, TYP.
TWO FRANKLIN PARK PARKING STRUCTURE COF #5870
TWO FRANKLIN PARK EXISTING OFFICE BUILDING COF #5870
LOT 6
FWO
FFO
FFO
FF



ROW & ACCESS GENERAL NOTES

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3. CONSTRUCTION MATERIALS SHALL BE FULLY TESTED IN ACCORDANCE WITH THE DESIGNATIONS AND REQUIREMENTS WITHIN THE REFERENCED "TDOT STANDARD SPECIFICATIONS" SECTIONS, UNLESS OTHERWISE NOTED WITHIN THE "STANDARD SPECIFICATIONS" SECTION OF THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.
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7. THERMOPLASTIC PAVEMENT MARKINGS SHOULD BE USED ON ALL PUBLIC AND PRIVATE CITY STREET PROJECTS. THERMOPLASTIC TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO SECTION 716.03 "THERMOPLASTIC PAVEMENT MARKINGS", OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (TDOT), AND TO THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.

SITE LEGEND

SS (S)	PROPOSED SANITARY SEWER PIPE
W	PROPOSED WATER MAIN
ST	PROPOSED STORM PIPE
SS	EXISTING SANITARY SEWER PIPE
W	EXISTING WATER MAIN
G	EXISTING GAS MAIN
ST	EXISTING STORM PIPE
LOD	LIMITS OF DISTURBANCE
FH	FIRE HYDRANT

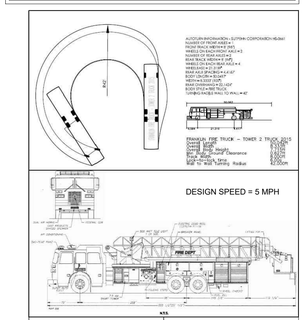
IMPACT STATEMENT

ACCESS TO THE MULTIFAMILY PORTION (LOT 9 & 10) OF THE DEVELOPMENT WILL BE PROVIDED VIA PRIVATE ROAD WITH TWO CONNECTIONS DIRECTLY FROM TOWER CIRCLE ROAD. THE CONDO/RETAIL PORTION (LOT 14) OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH TWO CONNECTION DIRECTLY FROM TOWER CIRCLE ROAD.

OFFSITE IMPROVEMENTS ARE TO BE MADE PER RECOMMENDATIONS FROM THE TRAFFIC IMPACT ANALYSIS PREPARED BY KIMLEY HORN FOR THIS SITE AND DISCUSSIONS WITH CITY OF FRANKLIN OFFICIALS.

FIRE LANE STRIPPING

FIRE LANES SHALL BE MARKED WITH SIGNS ADJACENT TO THE CURB AND PAVEMENT MARKINGS READING "FIRE LANE - NO PARKING" VISIBLE FROM THE NORMAL LANE OF TRAFFIC AND PAINTED YELLOW OR WHITE AS APPROVED BY THE FIRE MARSHAL. A MAXIMUM OF 50-FEET ALTERNATING BETWEEN SIGNS AND PAVEMENT MARKINGS SHALL BE REQUIRED ALONG THE ENTIRE LENGTH OF THE FIRE LANE. PLACEMENT SUBJECT TO APPROVAL BY THE FIRE MARSHAL. SIZE OF LETTERING ON PAVEMENT SHALL BE 18-INCHES HIGH WITH A 3-INCH BRUSH STROKE.



TOWER 2
AUTOTURN TRUCK

CITY OF FRANKLIN ENGINEERING
109 THIRD AVE SOUTH
FRANKLIN, TN 37064

KEYNOTE LEGEND

A	PROPOSED FIRE HYDRANT ASSEMBLY
B	EXISTING FIRE HYDRANT ASSEMBLY
C	FIRE LANE STRIPING
D	FIRE DEPARTMENT CONNECTION (TYP.)
E	FRANKLIN T-2 SUTPHEN FIRE TRUCK

FDC LOCATIONS NOTE

FINAL FDC LOCATIONS WILL BE PROVIDED AT SITE PLAN.
BUILDINGS WILL BE BUILT TO CITY OF FRANKLIN / IBC STANDARDS.

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

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DEAKON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 127315
10/01/2025
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

DRAWING TITLE:
ENLARGED ROW & ACCESS PLAN

SHEET NUMBER
C4.1

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BETWEEN SIGN AND PAVEMENT MARKINGS
FIRE ACCESS
TOWER CIRCLE
TOWER CIRCLE
Franklin Type 2
Franklin Type 2
Franklin Type 2
Franklin Type 2
FIRE DEPT CONNECTION
FIRE DEPT CONNECTION
FIRE DEPT CONNECTION

ROW & ACCESS GENERAL NOTES

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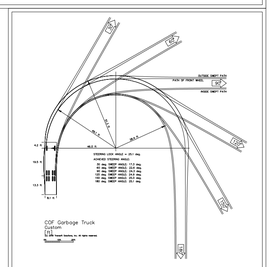
SITE LEGEND

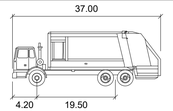
SS	PROPOSED SANITARY SEWER PIPE
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ST	EXISTING STORM PIPE
LOD	LIMITS OF DISTURBANCE
FH	FIRE HYDRANT

IMPACT STATEMENT

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COF Garbage Truck

	feet
Width	: 8.10
Track	: 6.50
Lock to Lock Time	: 6.0
Steering Angle	: 25.1

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

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4031 Aspen Grove Drive, Suite 200
Franklin, TN 37067
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DEANON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
10/01/2025
COMMERCE
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

DRAWING TITLE:
ENLARGED ROW & ACCESS PLAN

SHEET NUMBER
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5. LOCATING AND COORDINATION FOR THE RELOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. TENNESSEE'S ONE-CALL AND THE CITY OF FRANKLIN UTILITY LOCATION SERVICE SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.
6. ALL TEMPORARY STRIPING SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," PUBLISHED BY TDOT, THE LATEST REVISION EXCEPT AS HEREIN AMENDED. WHEN APPROVED, TEMPORARY STRIPING SHALL BE REQUIRED PRIOR TO THE OPENING OF A STREET FOR TRAVEL WHERE PAVEMENT AND/OR PERMANENT STRIPING CANNOT BE COMPLETED DUE TO WEATHER AND/OR TIME CONSTRAINTS.
7. THERMOPLASTIC PAVEMENT MARKINGS SHOULD BE USED ON ALL PUBLIC AND PRIVATE CITY STREET PROJECTS. THERMOPLASTIC TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO SECTION 716.03 "THERMOPLASTIC PAVEMENT MARKINGS", OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (TDOT), AND TO THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.

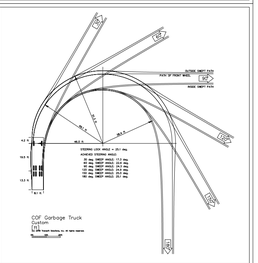
SITE LEGEND

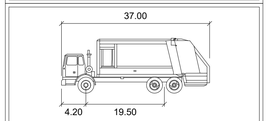
SS	PROPOSED SANITARY SEWER PIPE
W	PROPOSED WATER MAIN
	PROPOSED STORM PIPE
SS	EXISTING SANITARY SEWER PIPE
W	EXISTING WATER MAIN
G	EXISTING GAS MAIN
ST	EXISTING STORM PIPE
LOD	LIMITS OF DISTURBANCE
FH	FIRE HYDRANT

IMPACT STATEMENT

ACCESS TO THE MULTIFAMILY PORTION (LOT 9 & 10) OF THE DEVELOPMENT WILL BE PROVIDED VIA PRIVATE ROAD WITH TWO CONNECTIONS DIRECTLY FROM TOWER CIRCLE ROAD. THE CONDO/RETAIL PORTION (LOT 14) OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH TWO CONNECTION DIRECTLY FROM TOWER CIRCLE ROAD.

OFFSITE IMPROVEMENTS ARE TO BE MADE PER RECOMMENDATIONS FROM THE TRAFFIC IMPACT ANALYSIS PREPARED BY KIMLEY HORN FOR THIS SITE AND DISCUSSIONS WITH CITY OF FRANKLIN OFFICIALS.





COF Garbage Truck

	feet
Width	: 8.10
Track	: 6.50
Lock to Lock Time	: 6.0
Steering Angle	: 25.1

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

Kimley»Horn
4031 Aspen Grove Drive, Suite 200
Franklin, TN 37067
Main: 615.564.2701
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KVD
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DEANON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
10/01/2025
COMMERCE
No. 127215
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

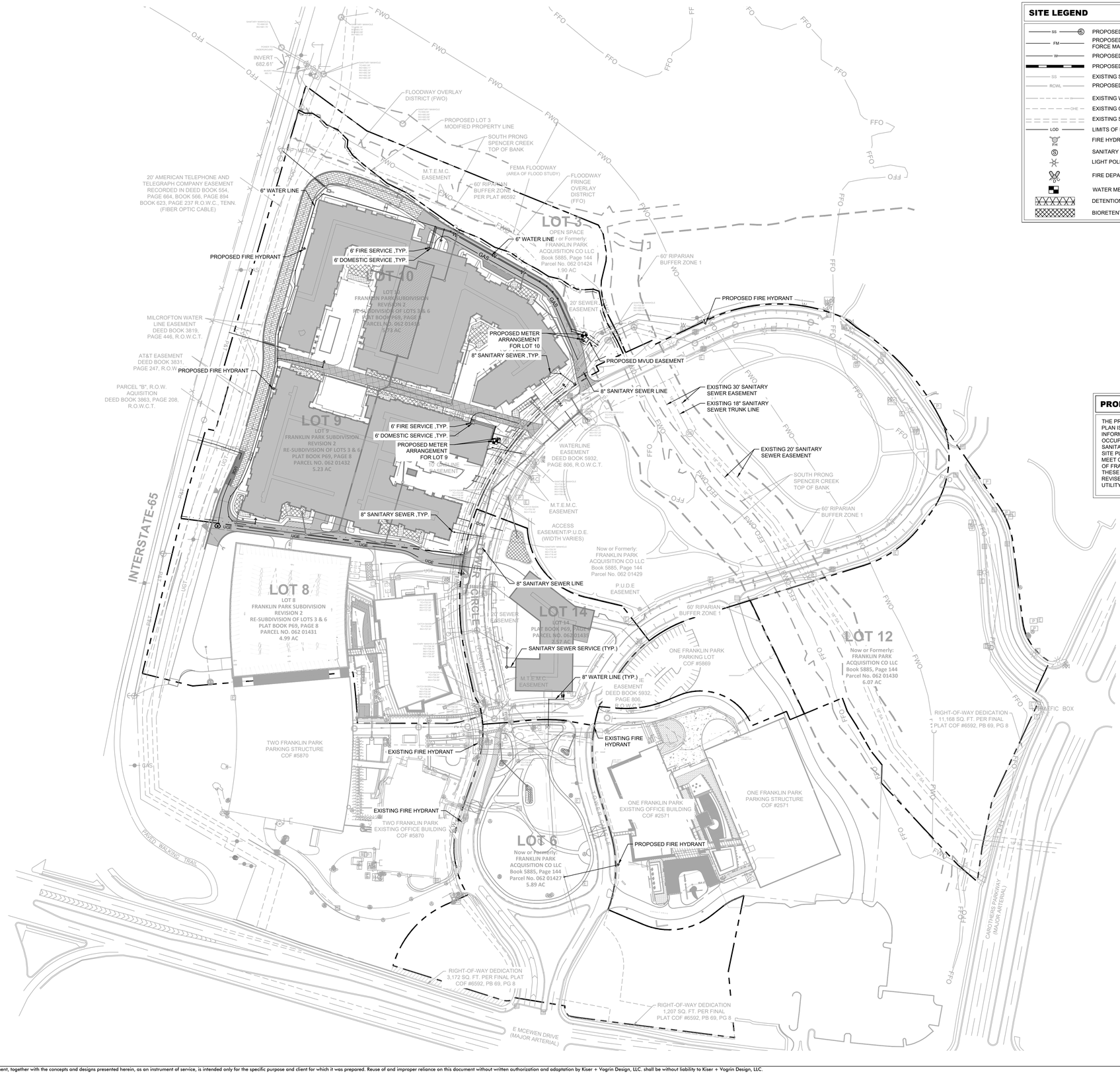
DRAWING TITLE:
ENLARGED ROW & ACCESS PLAN

SHEET NUMBER
C4.4

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MM/DD/YYYY XX:XX AM/PM G:\2020\Project Name\XXXX\XXXX



SITE LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED SANITARY SEWER FORCE MAIN
- PROPOSED WATER MAIN
- PROPOSED STORM PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED RECLAIMED WATER MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING STORM PIPE
- LIMITS OF DISTURBANCE
- FIRE HYDRANT
- SANITARY SWER MANHOLE
- LIGHT POLE(4000K LED LIGHT SOURCE)
- FIRE DEPARTMENT CONNECTION
- WATER METER
- DETENTION
- BIORETENTION

UTILITY NOTES

1. ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SERVICES PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATION THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.
2. CONTRACTOR SHALL OBTAIN WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT PRIOR TO SCHEDULING REQUIRED PRE-CONSTRUCTION SITE MEETING. CONTRACTOR SHALL COMPLETE THE PRECONSTRUCTION SITE MEETING PRIOR TO COMMENCING WITH CONSTRUCTION.
3. CONTRACTOR SHALL OBTAIN AND KEEP ALL OF THE FOLLOWING ITEMS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION.
   a. APPROVED, STAMPED AND SIGNED WATER AND/OR SEWER PLANS
   b. WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT, WITH ALL STEPS COMPLETED AND SIGNED BY APPROPRIATE CITY EMPLOYEES.
   c. COPY OF APPROVED AVAILABILITY REQUEST RESPONSE LETTER.
   d. A COPY OF ALL APPROVED CUT SHEETS.
4. ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE SHALL BECOME THE RESPONSIBILITY OF THE CITY OF FRANKLIN, TN FOLLOWING APPROVAL FROM THE CITY OF FRANKLIN INSPECTORS AND ACCEPTANCE BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION. THE ACCEPTANCE DATE SHALL BE BASED ON THE DAY MAINTENANCE SURETIES ARE ESTABLISHED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION.
5. PRIOR TO THE ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT AS-BUILT DRAWINGS TO THE PLANNING AND SUSTAINABILITY DEPARTMENT.
6. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.
7. ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL, AT HIS OWN EXPENSE, BE REPLACED OR REPAIRED TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY, BY THE CONTRACTOR.

FLOW TEST INFORMATION

DATE: APRIL 12, 2024

FLOW HYDRANT
HYDRANT #: 1014
STATIC PRESSURE: 152 PSI
FLOW: 1348 GPM
PITOT PRESSURE: 26 PSI
GPM AT 20 PSI: 5,562 GPM

READ HYDRANT
HYDRANT #: 1016
STATIC PRESSURE: 158 PSI
RESIDUAL PRESSURE: 148 PSI

NOTE: FLOW TEST INFORMATION PERFORMED BY CIVIL AND ENVIRONMENTAL CONSULTANTS, INC. AND PROVIDED BY MALLORY VALLEY UTILITY DISTRICT

UTILITY LAYOUT NOTE

DETAILS AND LAYOUT OF UTILITIES SHOWN GRAPHICALLY ON THIS PLAN ARE SUBJECT TO CHANGE BETWEEN DEVELOPMENT PLAN AND SITE PLAN SUBMITTALS.

EXISTING UTILITIES NOTE

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES AND/OR CONFLICTS WITH EXISTING OR PROPOSED UTILITIES PRIOR TO PROCEEDING. COF DOES NOT PARTICIPATE IN 811/TN ONE CALL. CONTACT COF WATER/SEWER DEPT. FOR LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

WATER INFRASTRUCTURE NOTE

WATER LAYOUT SHOWN ON THIS PLAN IS CONCEPTUAL. REFER TO FINAL DRAWINGS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT FOR CONSTRUCTION.

STREET LIGHT NOTE

ALL STREET LIGHTS SHALL HAVE A LED LIGHT SOURCE.

PROP. UTILITY PLAN

THE PROPOSED UTILITY LAYOUT SHOWN ON THE DEVELOPMENT PLAN IS CONCEPTUAL IN NATURE, AND DUE TO THE LACK OF INFORMATION PROVIDED REGARDING BUILDING USES AND OCCUPANCY LOADS, THE FINAL UTILITY ALIGNMENTS FOR WATER, SANITARY SEWER AND RECLAIM WATER SHALL BE DETERMINED AT SITE PLAN. IF AT SITE PLAN THE UTILITY ALIGNMENT DOES NOT MEET CITY OF FRANKLIN SPECIFICATIONS AND SUPPORT THE CITY OF FRANKLIN'S ABILITY TO MAINTAIN SAID INFRASTRUCTURE, AND THESE GOALS CANNOT BE ACHIEVED, THE APPLICANT SHALL REVISE THE OVERALL DESIGN TO MEET THE CITY OF FRANKLIN'S UTILITY DESIGN STANDARDS AND SPECIFICATIONS.

FRANKLIN PARK LOTS 9, 10, & 14 SFU EQUIVALENT

LOT	FACILITY TYPE	UNIT QUANTITY	UNIT FLOW (GPD)	TOTAL FLOW (GPD
LOT 9	ONE BEDROOM UNIT	109 UNITS	250 (PER APT)	27,250
	TWO BEDROOM UNIT	68 UNITS	300 (PER APT)	20,400
	THREE BEDROOM UNIT	28 UNITS	350 (PER APT)	9,800
	RETAIL	3900 SF	0.1625 (PER SF)	634
LOT 10	ONE BEDROOM UNIT	156 UNITS	250 (PER APT)	39,000
	TWO BEDROOM UNIT	73 UNITS	300 (PER APT)	21,900
	THREE BEDROOM UNIT	35 UNITS	350 (PER APT)	12,250
LOT 14	ONE BEDROOM UNIT	43 UNITS	250 (PER APT)	10,750
	TWO BEDROOM UNIT	23 UNITS	300 (PER APT)	6,900
	THREE BEDROOM UNIT	9 UNITS	350 (PER APT)	3,150
	RETAIL	5000 SF	0.1625 (PER SF)	813
			TOTAL:	152,847 GPD
			TOTAL:	437 SFUE

*FLOWS ESTIMATED FROM COF STANDARDS

Original Franklin Park Deveelopment SFU Equivalent			
		Meter size	SFU Equivalent
Franklin Park Office 1		4	125
Franklin Park Office 2		4	125
Franklin Park Office 3		4	125
Franklin Park Office 4		4	162
Franklin Park Office 5		4	125
Franklin Park Retail		3	88
Total SFU Equivalent			750

Franklin Park Revised SFU Equivalent				
	Status	Meter Size	# of Units	SFU Equivalent
Franklin Park Office 1	Completed	4"		125.00
Franklin Park Office 2	Completed	4"		125.00
Franklin Park Office 3	Permitted	4"		125.00
Lots 9 & 10	Permitted	(2) 4"		372.50
1BR (Lot 14)	Proposed	4"	43	30.70
2BR (Lot 14)	Proposed	4"	23	19.70
3BR (Lot 14)	Proposed	4"	9	9.00
Franklin Park Retail (Lot 14)	Proposed	4"	5000 SF	2.30
Total Revised SFU Equivalent				809.20
Total Additional SFUE Requested				59.20

COF UNDERGROUND SHOP DRAWING NOTE

UNDERGROUND FIRE MAIN SHOP DRAWINGS MUST BE SUBMITTED TO THE FIRE DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. BE ADVISED THAT APPROVAL OF THE UNDERGROUND FIRE MAIN PLANS IS SEPARATE FROM THE APPROVAL OF THE SITE / UTILITY PLANS. PLANS MUST BE PREPARED BY A TN LICENSED FIRE PROTECTION CONTRACTOR AND BE SUBMITTED THROUGH THE CITY'S GEOCIVIX ELECTRONIC PLAN REVIEW SITE: HTTPS://FRANKLINTN.GEOCIVIX.COM/SECURE/ PLANS MUST BE APPROVED BY THE ENGINEER PREPARING THE STANDARD OF CARE / DESIGN INTENT.

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DEANON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 127314
10/01/2025
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025

KVD PROJECT NO. 23094

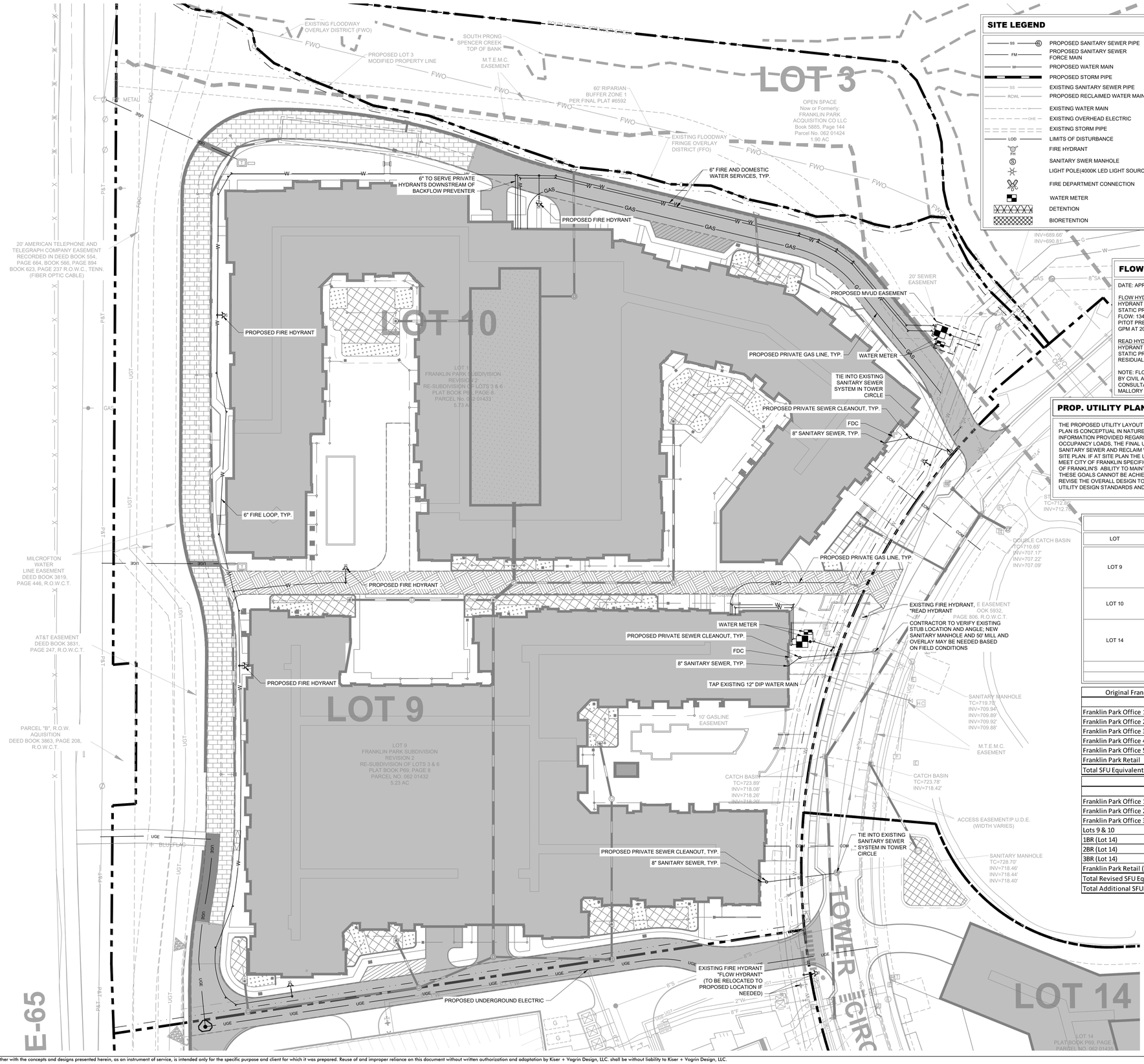
DRAWING TITLE: OVERALL UTILITY PLAN

SHEET NUMBER C5.0

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SITE LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED SANITARY SEWER FORCE MAIN
- PROPOSED WATER MAIN
- PROPOSED STORM PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED RECLAIMED WATER MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING STORM PIPE
- LIMITS OF DISTURBANCE
- FIRE HYDRANT
- SANITARY SWER MANHOLE
- LIGHT POLE(4000K LED LIGHT SOURCE)
- FIRE DEPARTMENT CONNECTION
- WATER METER
- DETENTION
- BIORETENTION

UTILITY NOTES

1. ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SERVICES PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATION THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.
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   b. WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT, WITH ALL STEPS COMPLETED AND SIGNED BY APPROPRIATE CITY EMPLOYEES.
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FLOW TEST INFORMATION

DATE: APRIL 12, 2024

FLOW HYDRANT
HYDRANT #: 1014
STATIC PRESSURE: 152 PSI
FLOW: 1348 GPM
PITOT PRESSURE: 26 PSI
GPM AT 20 PSI: 5,562 GPM

READ HYDRANT
HYDRANT #: 1016
STATIC PRESSURE: 158 PSI
RESIDUAL PRESSURE: 148 PSI

NOTE: FLOW TEST INFORMATION PERFORMED BY CIVIL AND ENVIRONMENTAL CONSULTANTS, INC. AND PROVIDED BY MALLORY VALLEY UTILITY DISTRICT

PROP. UTILITY PLAN

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EXISTING UTILITIES NOTE

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WATER INFRASTRUCTURE NOTE

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STREET LIGHT NOTE

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FRANKLIN PARK LOTS 9, 10, & 14 SFU EQUIVALENT

LOT	FACILITY TYPE	UNIT QUANTITY	UNIT FLOW (GPD)	TOTAL FLOW (GPD
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	THREE BEDROOM UNIT	28 UNITS	350 (PER APT)	9,800
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	THREE BEDROOM UNIT	9 UNITS	350 (PER APT)	3,150
	RETAIL	5000 SF	0.1625 (PER SF)	813
			TOTAL:	152,847 GPD
			TOTAL:	437 SFUE

*FLOWS ESTIMATED FROM COF STANDARDS

Original Franklin Park Deveiopment SFU Equivalent			
		Meter size	SFU Equivalent
Franklin Park Office 1		4	125
Franklin Park Office 2		4	125
Franklin Park Office 3		4	125
Franklin Park Office 4		4	162
Franklin Park Office 5		4	125
Franklin Park Retail		3	88
Total SFU Equivalent			750

Franklin Park Revised SFU Equivalent				
	Status	Meter Size	# of Units	SFU Equivalent
Franklin Park Office 1	Completed	4"		125.00
Franklin Park Office 2	Completed	4"		125.00
Franklin Park Office 3	Permitted	4"		125.00
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2BR (Lot 14)	Proposed	4"	23	19.70
3BR (Lot 14)	Proposed	4"	9	9.00
Franklin Park Retail (Lot 14)	Proposed	4"	5000 SF	2.30
Total Revised SFU Equivalent				809.20
Total Additional SFUE Requested				59.20

COF UNDERGROUND SHOP DRAWING NOTE

UNDERGROUND FIRE MAIN SHOP DRAWINGS MUST BE SUBMITTED TO THE FIRE DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. BE ADVISED THAT APPROVAL OF THE UNDERGROUND FIRE MAIN PLANS IS SEPARATE FROM THE APPROVAL OF THE SITE / UTILITY PLANS. PLANS MUST BE PREPARED BY A TN LICENSED FIRE PROTECTION CONTRACTOR AND BE SUBMITTED THROUGH THE CITY'S GEOCIVIX ELECTRONIC PLAN REVIEW SITE: HTTPS://FRANKLINTN.GEOCIVIX.COM/SECURE/ PLANS MUST BE APPROVED BY THE ENGINEER PREPARING THE STANDARD OF CARE / DESIGN INTENT.

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

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DEANON J. HILDABRAND
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 127141
10/01/2025
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025

KVD PROJECT NO. 23094

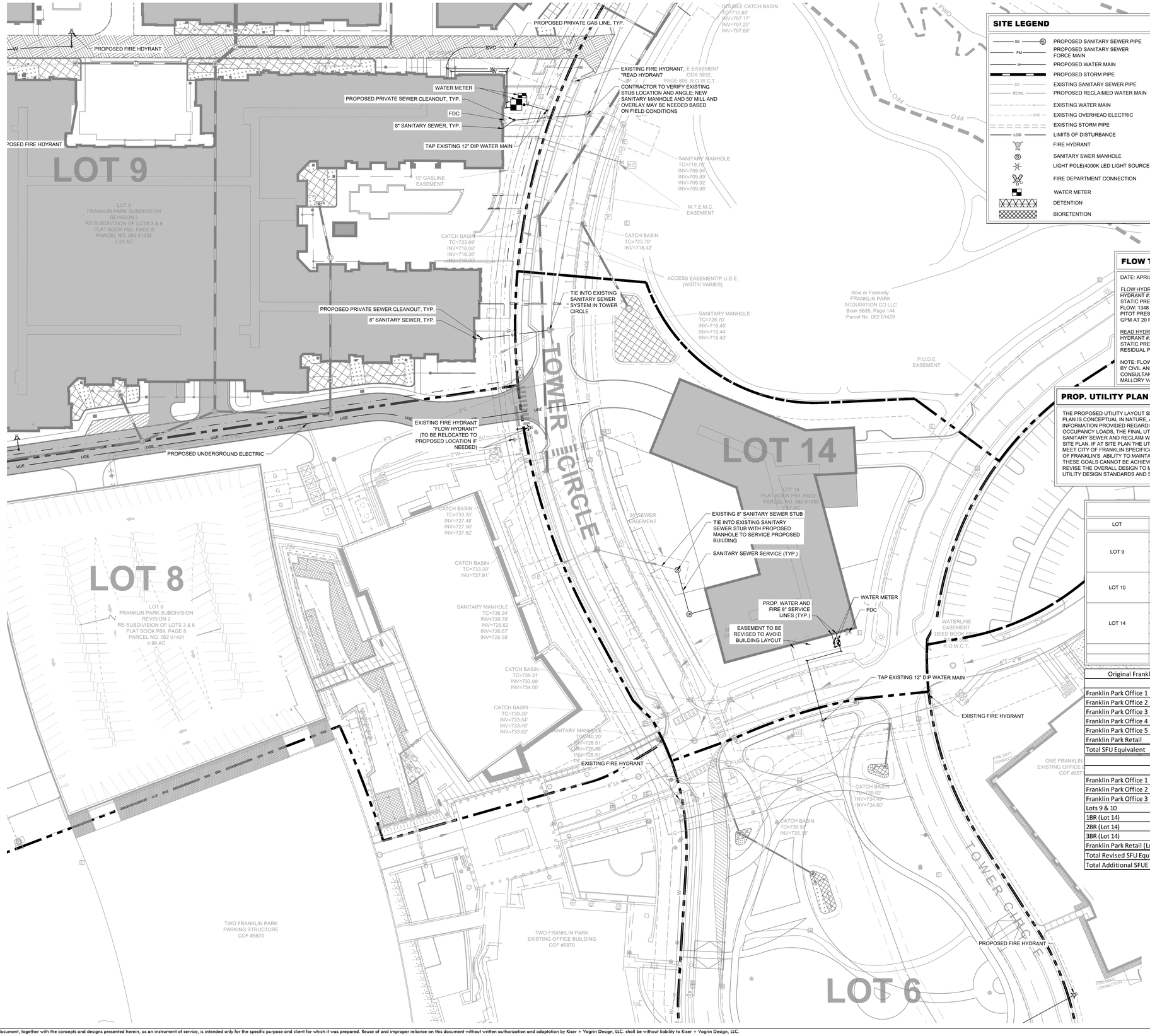
DRAWING TITLE: ENLARGED UTILITY PLAN

SHEET NUMBER C5.1

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MM/DD/YYYY XX:XX AM/PM G:\2020\Project Name\XXXX\XXXX



SITE LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED SANITARY SEWER FORCE MAIN
- PROPOSED WATER MAIN
- PROPOSED STORM PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED RECLAIMED WATER MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING STORM PIPE
- LIMITS OF DISTURBANCE
- FIRE HYDRANT
- SANITARY SWER MANHOLE
- LIGHT POLE(4000K LED LIGHT SOURCE)
- FIRE DEPARTMENT CONNECTION
- WATER METER
- DETENTION
- BIORETENTION

UTILITY NOTES

1. ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SERVICES PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATION THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.
2. CONTRACTOR SHALL OBTAIN WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT PRIOR TO SCHEDULING REQUIRED PRE-CONSTRUCTION SITE MEETING. CONTRACTOR SHALL COMPLETE THE PRECONSTRUCTION SITE MEETING PRIOR TO COMMENCING WITH CONSTRUCTION.
3. CONTRACTOR SHALL OBTAIN AND KEEP ALL OF THE FOLLOWING ITEMS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION:
   a. APPROVED, STAMPED AND SIGNED WATER AND/OR SEWER PLANS
   b. WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT, WITH ALL STEPS COMPLETED AND SIGNED BY APPROPRIATE CITY EMPLOYEES.
   c. COPY OF APPROVED AVAILABILITY REQUEST RESPONSE LETTER.
   d. A COPY OF ALL APPROVED CUT SHEETS.
4. ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE SHALL BECOME THE RESPONSIBILITY OF THE CITY OF FRANKLIN, TN FOLLOWING APPROVAL FROM THE CITY OF FRANKLIN INSPECTORS AND ACCEPTANCE BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION. THE ACCEPTANCE DATE SHALL BE BASED ON THE DAY MAINTENANCE SURETIES ARE ESTABLISHED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION.
5. PRIOR TO THE ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT AS-BUILT DRAWINGS TO THE PLANNING AND SUSTAINABILITY DEPARTMENT.
6. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.
7. ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL, AT HIS OWN EXPENSE, BE REPLACED OR REPAIRED TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY, BY THE CONTRACTOR.

FLOW TEST INFORMATION

DATE: APRIL 12, 2024

FLOW HYDRANT
HYDRANT #: 1014
STATIC PRESSURE: 152 PSI
FLOW: 1348 GPM
PITOT PRESSURE: 26 PSI
GPM AT 20 PSI: 5,562 GPM

READ HYDRANT
HYDRANT #: 1016
STATIC PRESSURE: 158 PSI
RESIDUAL PRESSURE: 148 PSI

NOTE: FLOW TEST INFORMATION PERFORMED BY CIVIL AND ENVIRONMENTAL CONSULTANTS, INC. AND PROVIDED BY MALLORY VALLEY UTILITY DISTRICT

PROP. UTILITY PLAN

THE PROPOSED UTILITY LAYOUT SHOWN ON THE DEVELOPMENT PLAN IS CONCEPTUAL IN NATURE, AND DUE TO THE LACK OF INFORMATION PROVIDED REGARDING BUILDING USES AND OCCUPANCY LOADS, THE FINAL UTILITY ALIGNMENTS FOR WATER, SANITARY SEWER AND RECLAIM WATER SHALL BE DETERMINED AT SITE PLAN. IF AT SITE PLAN THE UTILITY ALIGNMENT DOES NOT MEET CITY OF FRANKLIN SPECIFICATIONS AND SUPPORT THE CITY OF FRANKLIN'S ABILITY TO MAINTAIN SAID INFRASTRUCTURE, AND THESE GOALS CANNOT BE ACHIEVED, THE APPLICANT SHALL REVISE THE OVERALL DESIGN TO MEET THE CITY OF FRANKLIN'S UTILITY DESIGN STANDARDS AND SPECIFICATIONS.

UTILITY LAYOUT NOTE

DETAILS AND LAYOUT OF UTILITIES SHOWN GRAPHICALLY ON THIS PLAN ARE SUBJECT TO CHANGE BETWEEN DEVELOPMENT PLAN AND SITE PLAN SUBMITTALS.

EXISTING UTILITIES NOTE

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES AND/OR CONFLICTS WITH EXISTING OR PROPOSED UTILITIES PRIOR TO PROCEEDING. COF DOES NOT PARTICIPATE IN 811/TN ONE CALL. CONTACT COF WATER/SEWER DEPT. FOR LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

WATER INFRASTRUCTURE NOTE

WATER LAYOUT SHOWN ON THIS PLAN IS CONCEPTUAL. REFER TO FINAL DRAWINGS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT FOR CONSTRUCTION.

EXISTING UTILITIES NOTE

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES AND/OR CONFLICTS WITH EXISTING OR PROPOSED UTILITIES PRIOR TO PROCEEDING.

STREET LIGHT NOTE

ALL STREET LIGHTS SHALL HAVE A LED LIGHT SOURCE.

FRANKLIN PARK LOTS 9, 10, & 14 SFU EQUIVALENT

LOT	FACILITY TYPE	UNIT QUANTITY	UNIT FLOW (GPD)	TOTAL FLOW (GPD
LOT 9	ONE BEDROOM UNIT	109 UNITS	250 (PER APT)	27,250
	TWO BEDROOM UNIT	68 UNITS	300 (PER APT)	20,400
	THREE BEDROOM UNIT	28 UNITS	350 (PER APT)	9,800
	RETAIL	3900 SF	0.1625 (PER SF)	634
LOT 10	ONE BEDROOM UNIT	156 UNITS	250 (PER APT)	39,000
	TWO BEDROOM UNIT	73 UNITS	300 (PER APT)	21,900
	THREE BEDROOM UNIT	35 UNITS	350 (PER APT)	12,250
LOT 14	ONE BEDROOM UNIT	43 UNITS	250 (PER APT)	10,750
	TWO BEDROOM UNIT	23 UNITS	300 (PER APT)	6,900
	THREE BEDROOM UNIT	9 UNITS	350 (PER APT)	3,150
	RETAIL	5000 SF	0.1625 (PER SF)	813
			TOTAL:	152,847 GPD
			TOTAL:	437 SFUE

*FLOWS ESTIMATED FROM COF STANDARDS

Original Franklin Park Deveopment SFU Equivalent			
		Meter size	SFU Equivalent
Franklin Park Office 1		4	125
Franklin Park Office 2		4	125
Franklin Park Office 3		4	125
Franklin Park Office 4		4	162
Franklin Park Office 5		4	125
Franklin Park Retail		3	88
Total SFU Equivalent			750

Franklin Park Revised SFU Equivalent				
	Status	Meter Size	# of Units	SFU Equivalent
Franklin Park Office 1	Completed	4"		125.00
Franklin Park Office 2	Completed	4"		125.00
Franklin Park Office 3	Permitted	4"		125.00
Lots 9 & 10	Permitted	(2) 4"		372.50
1BR (Lot 14)	Proposed	4"	43	30.70
2BR (Lot 14)	Proposed	4"	23	19.70
3BR (Lot 14)	Proposed	4"	9	9.00
Franklin Park Retail (Lot 14)	Proposed	4"	5000 SF	2.30
Total Revised SFU Equivalent				809.20
Total Additional SFUE Requested				59.20

COF UNDERGROUND SHOP DRAWING NOTE

UNDERGROUND FIRE MAIN SHOP DRAWINGS MUST BE SUBMITTED TO THE FIRE DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. BE ADVISED THAT APPROVAL OF THE UNDERGROUND FIRE MAIN PLANS IS SEPARATE FROM THE APPROVAL OF THE SITE / UTILITY PLANS. PLANS MUST BE PREPARED BY A TN LICENSED FIRE PROTECTION CONTRACTOR AND BE SUBMITTED THROUGH THE CITY'S GEOCIVIX ELECTRONIC PLAN REVIEW SITE: HTTPS://FRANKLINTN.GEOCIVIX.COM/SECURE/ PLANS MUST BE APPROVED BY THE ENGINEER PREPARING THE STANDARD OF CARE / DESIGN INTENT.

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DEANON J. HILDABRAND — REGISTERED ENGINEER — AGRICULTURE — COMMERCE — No. 127214 — 10/01/2025 — STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025

KVD PROJECT NO. 23094

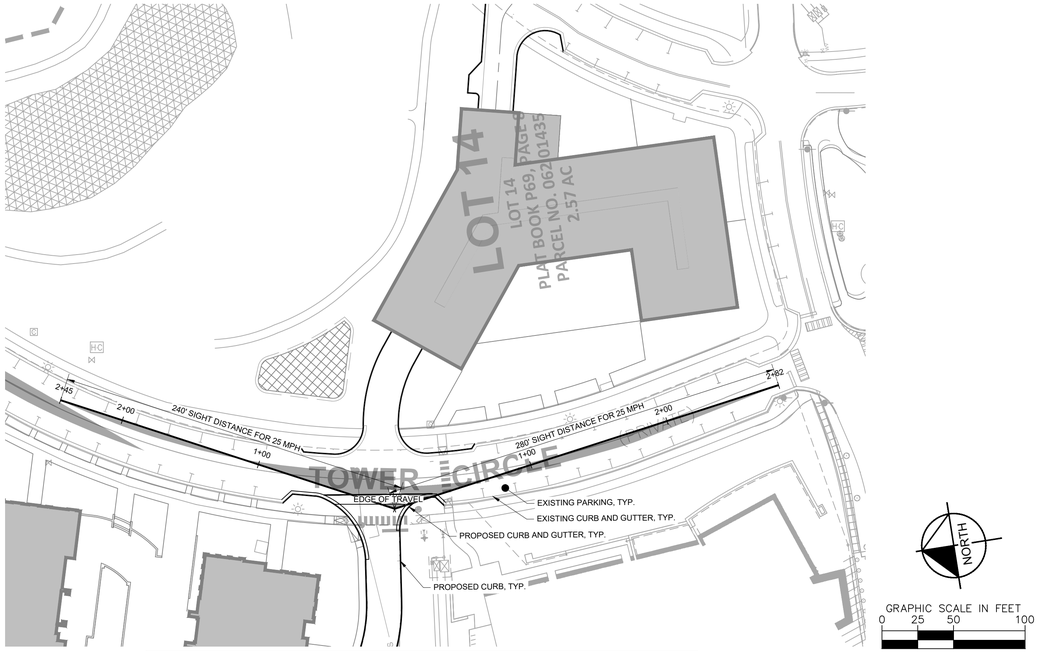
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SHEET NUMBER C5.2

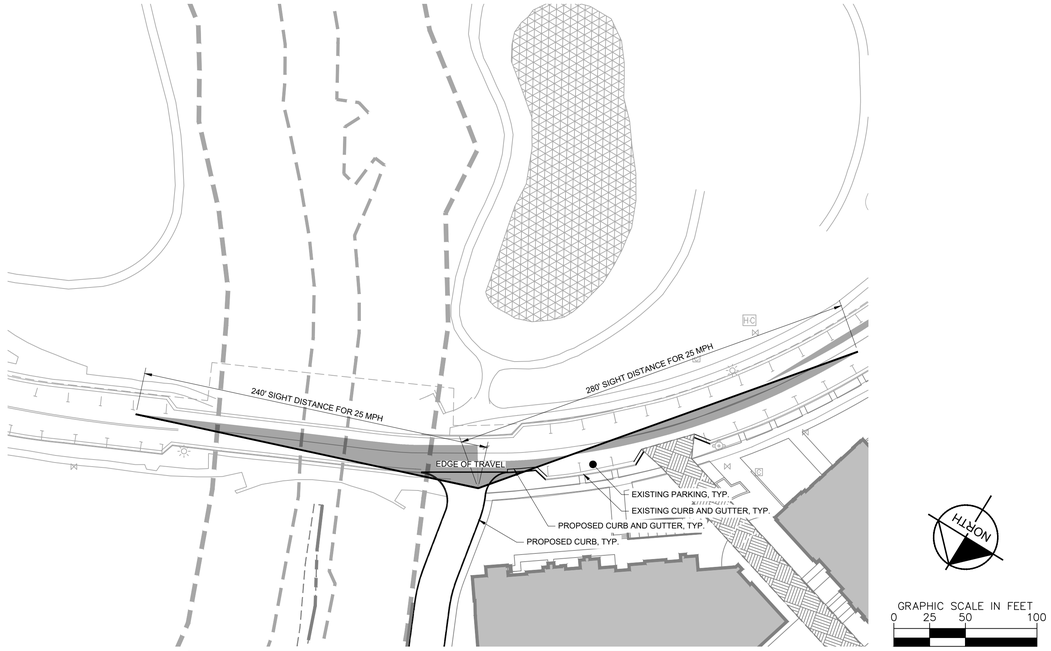
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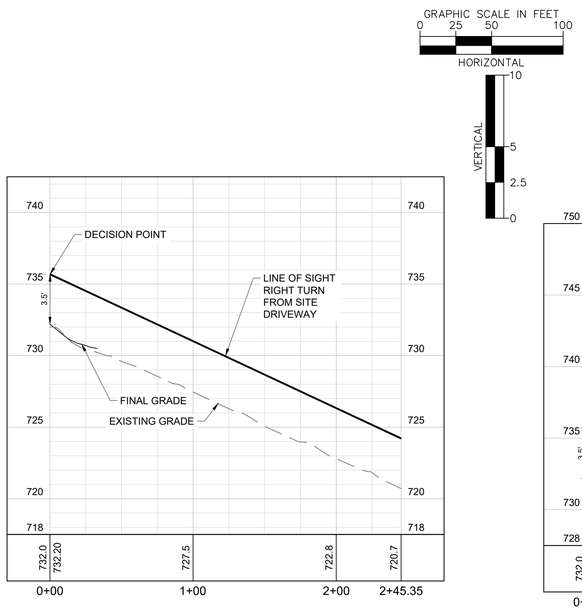
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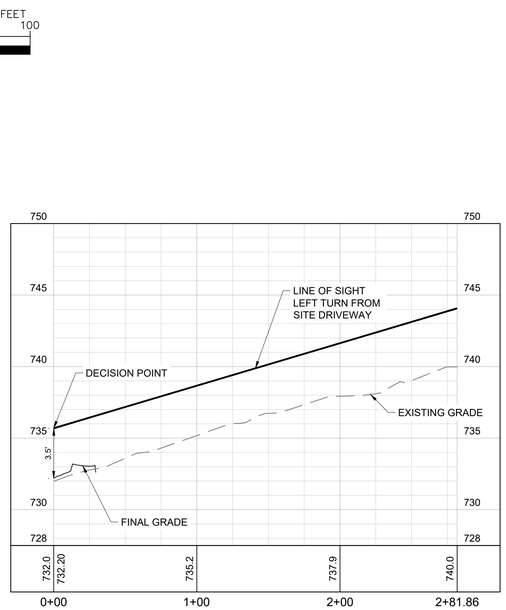
TOWER CIRCLE - PLAN VIEW
SITE ENTRY 1
PUBLIC R.O.W. - VARIES
POSTED SPEED = NOT AVAILABLE, DESIGN SPEED = 25 MPH



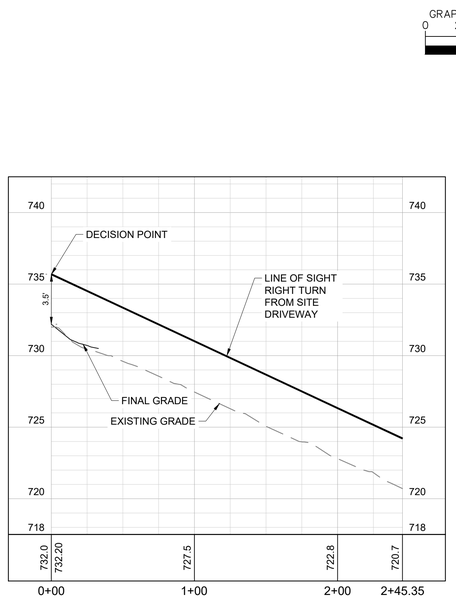
TOWER CIRCLE - PLAN VIEW
SITE ENTRY 2
PUBLIC R.O.W. - VARIES
POSTED SPEED = NOT AVAILABLE, DESIGN SPEED = 25 MPH



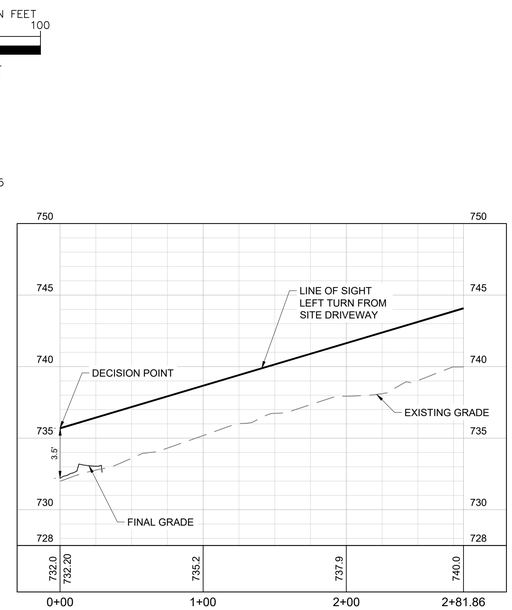
TOWER CIRCLE - PROFILE VIEW
SITE ENTRY 1 RIGHT TURN SIGHT DISTANCE
PUBLIC R.O.W. - VARIES
POSTED SPEED = NOT AVAILABLE, DESIGN SPEED = 25 MPH



TOWER CIRCLE - PROFILE VIEW
SITE ENTRY 1 LEFT TURN SIGHT DISTANCE
PUBLIC R.O.W. - VARIES
POSTED SPEED = NOT AVAILABLE, DESIGN SPEED = 25 MPH



TOWER CIRCLE - PROFILE VIEW
SITE ENTRY 2 RIGHT TURN SIGHT DISTANCE
PUBLIC R.O.W. - VARIES
POSTED SPEED = NOT AVAILABLE, DESIGN SPEED = 25 MPH



TOWER CIRCLE - PROFILE VIEW
SITE ENTRY 2 LEFT TURN SIGHT DISTANCE
PUBLIC R.O.W. - VARIES
POSTED SPEED = NOT AVAILABLE, DESIGN SPEED = 25 MPH

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REGISTERED ENGINEER
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No. 127114
10/01/2025
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025
KVD PROJECT NO. 23094	---- BFG
DRAWING TITLE:	----

SIGHT DISTANCE PLAN AND PROFILES

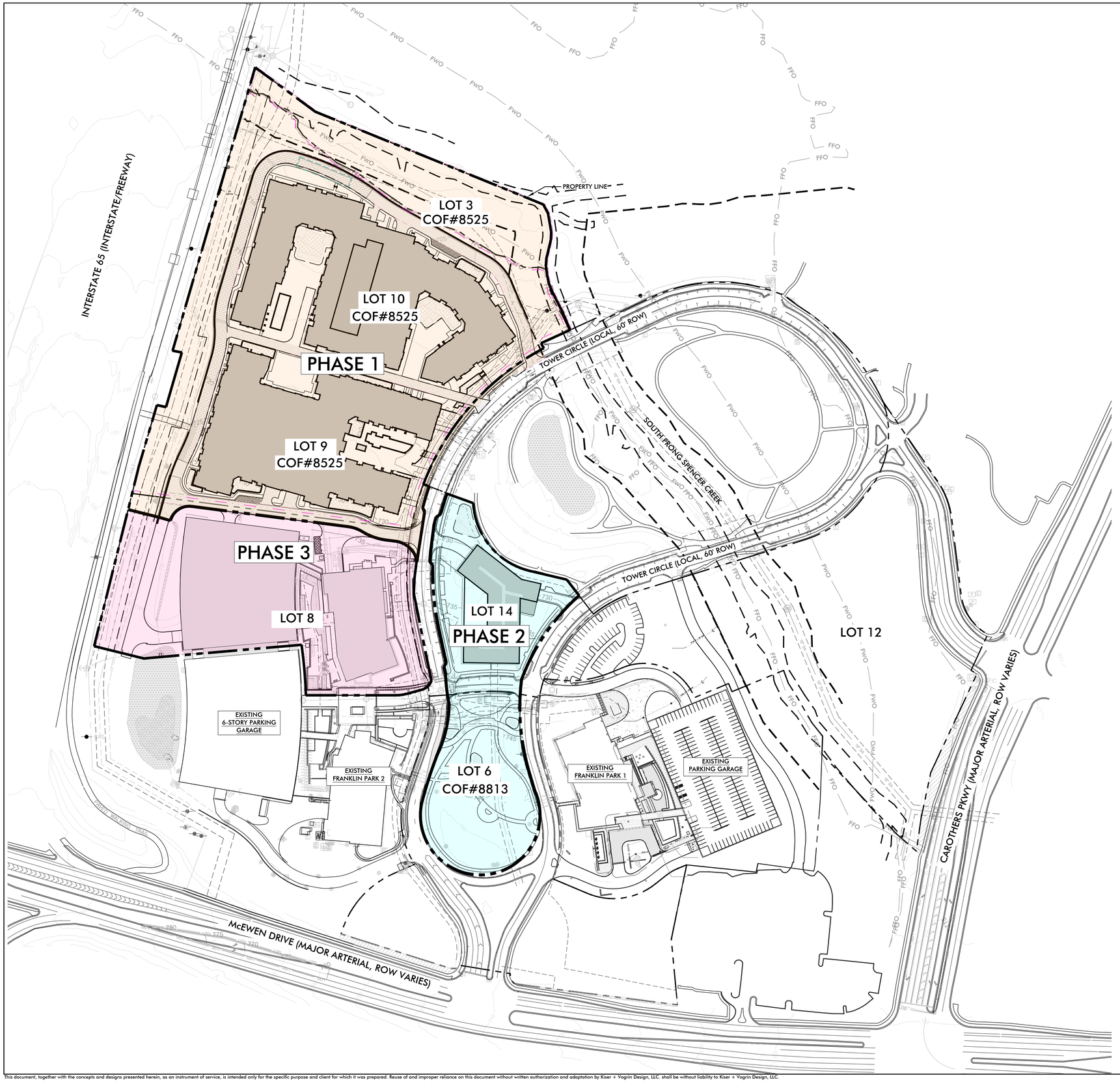
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SITE DATA CHART:

PROJECT NAME: WEST FRANKLIN PARK
COF PROJECT NUMBER: 7587
TAX MAP: 062
GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle Franklin, TN 37067
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9
PUD SITE ACREAGE: 32.43 AC
PUD SITE SQUARE FOOTAGE: 1,412,650.8 SF
VESTING: September 13, 2027

REGULATIONS
BASE ZONING: RC12 REGIONAL COMMERCE 12
PROPOSED ZONING: PLANNED (PD 17.11/ 320,116) DISTRICT
OVERLAY ZONING: FFO, FWO
BUILDING TYPES APPLIED: MULTI-FAMILY, COMMERCIAL/ MIXED-USE, LARGE -SCALE OFFICE BUILDING
FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
- FRONT YARD: 10'
- SIDE YARD: 5'
- REAR YARD: 0'

DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 17.11 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 1,883 SPACES
- RESIDENTIAL: (1.25/ STUDIO &1 BR, 2.25/ 2 BR & 3 BR) 919 SPACES
- OFFICE: (3/ 1,000 SF) 934 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

PHASING DATA:

PHASE 1
- LOT 3
- LOT10
- LOT 9

PHASE 2
- LOT 14
- LOT 6

PHASE 3
- LOT 8

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MICHAEL BRYAN VOGRIN REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 382
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
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FRANKLIN, WILLIAMSON COUNTY, TN

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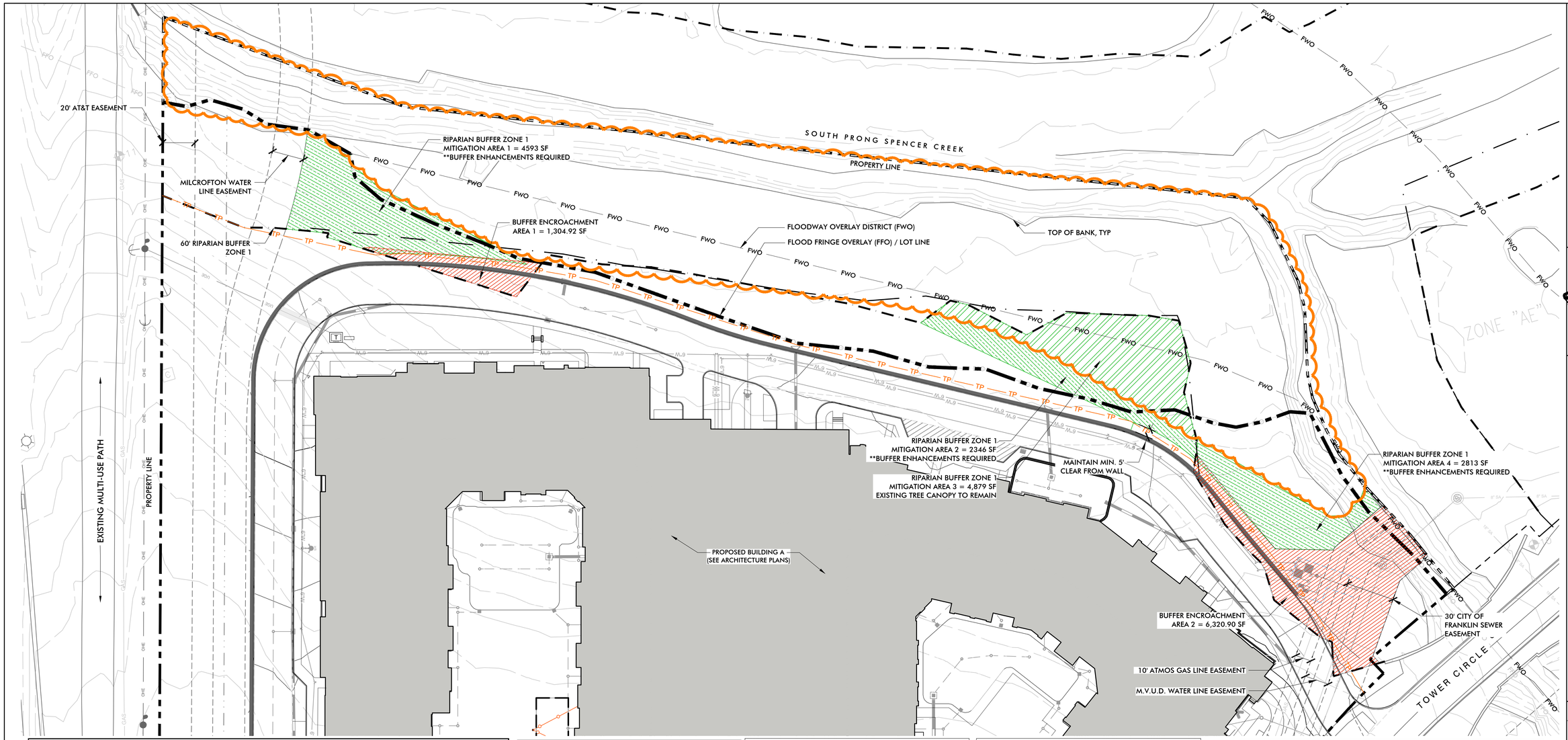
DRAWING TITLE:

PHASING PLAN

SHEET NUMBER
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RIPARIAN BUFFER SEED MIX

% OF SEED PER LB	BOTANICAL NAME	COMMON NAME
20.00%	*Elymus virginicus*	Virginia Wildrye
18.00%	*Panicum clandestinum, Tioga*	Deertongue, Tioga
17.90%	*Andropogon gerardii, 'Southlow'-MI Ecotype*	Big Bluestem, 'Southlow'-MI Ecotype
17.90%	*Sorghastrum nutans, NY4 Ecotype*	Indiangrass, NY4 Ecotype
9.00%	*Panicum virgatum, 'Shelter'*	Switchgrass, 'Shelter'
3.50%	*Verbena hastata, PA Ecotype*	Blue Vervain, PA Ecotype
3.00%	*Rudbeckia hirta*	Blackeyed Susan
2.40%	*Asclepias incarnata, PA Ecotype*	Swamp Milkweed, PA Ecotype
2.00%	*Aster pilosus, PA Ecotype*	Heath Aster, PA Ecotype
2.00%	*Heliopsis helianthoides, PA Ecotype*	Oxeye Sunflower, PA Ecotype
1.50%	*Zizia aurea, PA Ecotype*	Golden Alexanders, PA Ecotype
0.80%	*Eupatorium perfoliatum, PA Ecotype*	Boneset, PA Ecotype
0.80%	*Solidago rugosa, PA Ecotype*	Wrinkleleaf Goldenrod, PA Ecotype
0.50%	*Monarda fistulosa, Fort Indiantown Gap-PA Ecotype*	Wild Bergamot, Fort Indiantown Gap-PA Ecotype
0.40%	*Aster lanceolatus*	Lance Leaved Aster
0.30%	*Eupatorium fistulosum, PA Ecotype*	Joe Pye Weed, PA Ecotype

NOTES:
Ernst Conservation Seeds (800-873-3321) www.ernstseed.com
20 lb per acre with a cover crop of 30 lb per acre

23094 WEST FRANKLIN PARK BUFFER MANAGEMENT PLANT SCHEDULE

QTY	BOTANICAL NAME	COMMON NAME	CAL/CONT	NOTES	GENUS
Trees (Bare Root Seeding Stock)					
55	*Acer rubrum*	Red Maple	Bare Root	Canopy, 6' O.C.	20%
54	*Morus rubra*	Red Mulberry	Bare Root	Understory, 6' O.C.	20%
54	*Populus deltoides*	Eastern Cottonwood	Bare Root	Canopy, 6' O.C.	20%
54	*Quercus phellos*	Willow Oak	Bare Root	Canopy, 6' O.C.	20%
54	*Rhus typhina*	Staghorn Sumac	Bare Root	Understory, 6' O.C.	20%
SEED					
+/- 97.52 Sq Ft	(See notes for mix details)	Ernst Converation Seeds (Riparian Buffer Mix)	Seed mix	Ground Cover, Pure Live Seed (PLS)	

LANDSCAPE CONTRACTOR SHALL COORDINATE ALL RIPARIAN BUFFER ENHANCEMENT EFFORTS WITH THE CITY'S STORMWATER INSPECTOR FOR THE SITE. THE CONTRACTOR SHALL CONTACT THE INSPECTOR BEFORE BEGINNING WORK TO OUTLINE SCOPE OF WORK WITHIN THE RIPARIAN BUFFERS. FAILURE TO CONTACT THE CITY INSPECTOR MAY RESULT IN PARTIAL OR FULL LANDSCAPE BOND WITHHOLDING.

HERBICIDE TREATMENT SHALL BE PERFORMED DURING THE GROWING SEASON. RIPARIAN SEED MIX, IF SPECIFIED, SHALL ACHIEVE 70% VEGETATED COVER AND ESTABLISHMENT WITHIN A 2-YEAR PERIOD OR FURTHER STABILIZATION METHODS SHALL BE REQUIRED. AT THE TIME OF THE BOND RELEASE/REDUCTION REQUEST THE LANDSCAPE ARCHITECT SHALL EVALUATE ALL RIPARIAN BUFFER WORK AND PROVIDE AN ACCOMPANYING LETTER STATING THE SITE IS PERFORMING AS DESIGNED.

AS PER FMC 23-107(5)(D)BUFFER BOUNDARIES SHALL BE MARKED WITH SIGNS THAT PERSIST BEFORE, DURING, AND AFTER CONSTRUCTION. SIGNAGE SHALL BE POSTED AT THE EDGE OF THE BUFFER ZONE, EACH LOT LINE, AND AT A MAXIMUM SPACING OF ONE HUNDRED FIFTY (150) FEET. THIS SPACING CAN BE REDUCED FOR LARGE SCALE DEVELOPMENT AS APPROVED BY THE CITY'S ENGINEERING DEPT. THE LOCATION OF THE SIGNAGE SHALL BE SHOWN ON THE STORMWATER MANGAMENT PLAN, EPSC PLANS, GRADING PLANS, DRAINAGE PLANS AND BUFFER MANAGEMENT PLANS. THESE SIGN SHALL BE SUPPLIED BY THE CITY OF FRANKLIN'S STORMWATER INSPECTORS AT INITIAL SITE PRECONSTRUCTION MEETINGS AND BE INSTALLED BY THE FIRST EPSC INSPECTION.

NOTES:

1. PLANT MATERIAL MUST BE INSTALLED PER THE BARE ROOT STOCK DIAGRAM. REFER TO PG. 18 OF THE TENNESSEE URBAN RIPARIAN BUFFER HANDBOOK SERIES FOR MORE INFORMATION.
2. CONTRACTOR TO REMOVE INVASIVE PLANT MATERIAL WITHIN THE RIPARIAN BUFFER ZONE 1 AND ZONE 1 MITIGATION AREAS. SEE TN INVASIVE PLANT COUNCIL FOR LIST OF INVASIVE PLANTS.
3. INVASIVE PLANTS TO BE REMOVED PER THE NATIVE CONSERVANCY "WEED CONTROL METHODS HANDBOOK."
4. AS NEEDED, LANDSCAPE CONTRACTOR TO BREAK UP ALL COMPACTED SOIL VIA A SUBSOILER (RIPPER) TO A MINIMUM DEPTH OF 24" WITH A SUBSOILER SHANK SPACING OF 36" MAX. AND THEN AERATE TOPSOIL WITH A PLUG AERATOR TO A DEPTH OF 4".

NOTE: THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

TREE PROTECTION NOTE:

ALL TREE PROTECTION FENCING SHALL BE IN PLACE PRIOR TO THE ISSUANCE OF A GRADING OR LAND DISTURBANCE PERMIT AND SHALL BE MAINTAINED IN GOOD WORKING ORDER UNTIL ALL CONSTURCTION ACTIVITY IS COMPLETED. NO DISTURBANCE IS PERMITTED IN A TREE PRESERVATION AREA. ANY REQUIRED EROSION CONTROL MEASURES SHALL BE PLACED OUTSIDE OF ANY TREE PROTECTION FENCING.

RIPARIAN SEED MIX SHALL BE INSTALLED PER THE SEED MIX SUPPLIERS SPECIFICATIONS OR PER THE CITY'S NATIVE SEED INSTALLATION GUIDANCE DOCUMENT FOUND AT: HTTPS://WWW.FRANKLINTN.GOV/GOVERNMENT/DEPARTMENTS-A-J/ENGINEERING/DEVELOPMENT

UNMANAGED FOREST BUFFER AREA
(per the TENNESSEE URBAN RIPARIAN BUFFER REQUIREMENTS):

BUFFER ENCROACHMENT AREA PER CURRENT SITE PLAN: 7,625.82 SF
BUFFER ENCROACHMENT AREA 1: 1,304.92 SF
BUFFER ENCROACHMENT AREA 2: 6,320.90 SF

REQUIRED BUFFER MITIGATION AREA: 13,635.82 SF (0.31 AC)
- REQUIRED MITIGATION PER FRANKLIN PARK BUFFER RESTORATION: *6,010 SF (0.14 AC)
- REQUIRED BUFFER MITIGATION AREA PER CURRENT SITE PLAN: 7,625.82 SF (0.15 AC)

** PROPOSED BUFFER MITIGATION AREA ENHANCEMENTS: 9,752 SF (0.22 AC)

TOTAL REQUIRED PLANTING AREA: 9,752 SF
- # OF BARE ROOT SEEDLINGS = 9,752 SF / 36 = 270.89
  - •• TOTAL BARE ROOT SEEDLINGS REQUIRED = 271
  - •• 163 PROPOSED CANOPY TREES (60% MIN. CANOPY REQUIRED)
  - •• 108 PROPOSED UNDERSTORY TREES

(REFER TO PG. 18 OF THE TENNESSEE URBAN RIPARIAN BUFFER HANDBOOK FOR MORE INFORMATION)

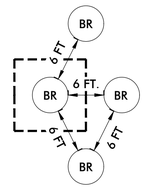
DISTURBED RIPARIAN ZONES TO BE SEEDED WITH RIPARIAN BUFFER SEED MIX. CONTRACTOR TO INSTALL RIPARIAN BUFFER SEED MIX BY HYDROSEEDING. A SECONDARY APPLICATION OF MULCH MAY BE APPLIED TO TOP AFTER APPLICATION FOR ADEQUATE GERMINATION. REFER TO MANUFACTURER'S SPECIFICATIONS (ERNST CONSERVATION SEEDS) FOR ADDITIONAL INSTALL INFORMATION.

*AREA NOT ILLUSTRATED. REFER TO COF #9437 1.0 STREAM BUFFER MITIGATION PLAN FOR BUFFER RESTORATION TAKE DOWN SCHEDULE AND AREA. REMAINING BUFFER RESTORATION AS NOTED ON SCHEDULE REFERS TO 'FUTURE DEVELOPMENT.'

LANDSCAPE DATA

SITE ACREAGE:	± 32.43 AC (1,412,650.8 SF)
SITE ZONING DISTRICT AND APPLICABLE OVERLAYS:	BASE ZONING: RC12 REGIONAL COMMERCE 12 PROPOSED ZONING: PD PLANNED DEVELOPMENT OVERLAY ZONING: FFO, FWO
MINIMUM REQUIRED LANDSCAPE AREA (RATIO & ACREAGE):	0.20 (6.49 AC)
PROVIDED LANDSCAPE SURFACE AREA (RATIO AND ACREAGE):	0.20 (6.49 AC)
PERCENT AND ACREAGE TREE CANOPY REQUIRED:	26% (46,800 SF)
PERCENT AND ACREAGE OF PRESERVED CANOPY COVER PROVIDED:	100% (±180,000 SQ. FT.)
NUMBER AND DBH OF SPECIMEN TREES REMOVED:	N/A
PROPOSED TREE SAVE AREA:	±4.13 AC (±180,000 SQ. FT.)

BARE ROOT STOCK



KEY

- BUFFER ENCROACHMENT AREA
- RIPARIAN BUFFER ZONE 1 MITIGATION AREA - TREE ENHANCEMENT AREA
- RIPARIAN BUFFER ZONE 1 MITIGATION AREA
- PROPOSED TREE SAVE AREA
- TP — TREE PROTECTION FENCE

NORTH

0 30 60 90 feet

SCALE: 1" = 30'

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214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com

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BYD
5005 Mcmillan Blvd Ste 105 Franklin, TN 37067
615.905.8067 | www.bydesigngroup.com

MICHAEL JOSEPH YOGERST
REGISTERED
TENNESSEE NO. 0
LANDSCAPE ARCHITECT
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

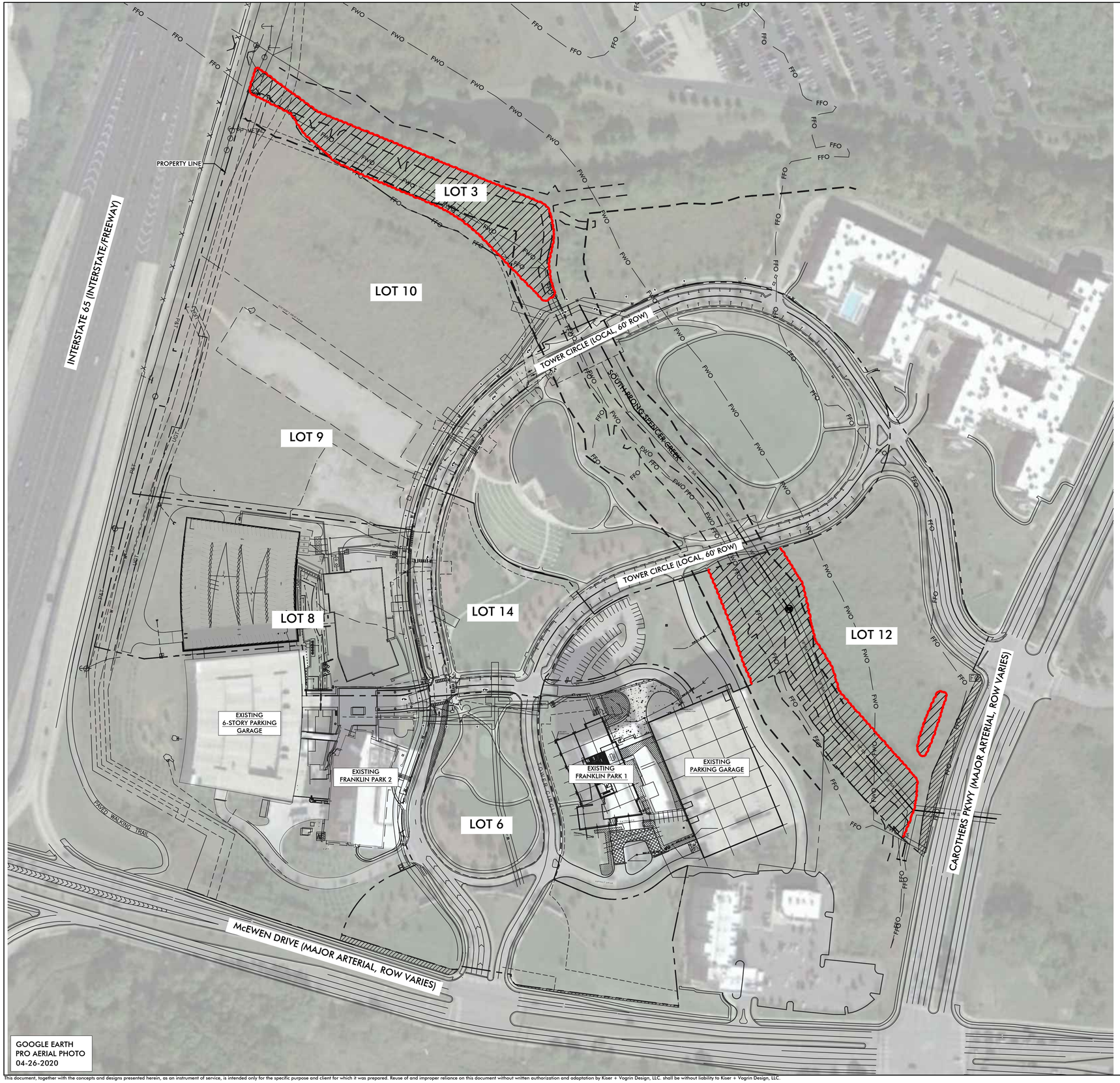
DESIGNED BY: GV
DRAWN BY: MB
CHECKED BY: KG
DATE: 10/02/2025
KVD PROJECT NO. 23094

DRAWING TITLE:
BUFFER MANAGEMENT PLAN

SHEET NUMBER
L0.2

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LANDSCAPE DATA

SITE ACREAGE:	± 32.43 AC (1,412,650.8 SF)
SITE ZONING DISTRICT AND APPLICABLE OVERLAYS:	BASE ZONING: RC12 REGIONAL COMMERCE 12 PROPOSED ZONING: PD PLANNED DEVELOPMENT OVERLAY ZONING: FFO, FWO
MINIMUM REQUIRED LANDSCAPE AREA (RATIO & ACREAGE):	0.20 (6.49 AC)
PROVIDED LANDSCAPE SURFACE AREA (RATIO AND ACREAGE):	0.20 (6.49 AC)
PERCENT AND ACREAGE TREE CANOPY REQUIRED:	26% (46,800 SF)
PERCENT AND ACREAGE OF PRESERVED CANOPY COVER PROVIDED:	100% (±180,000 SQ. FT.)
NUMBER AND DBH OF SPECIMEN TREES REMOVED:	N/A
PROPOSED TREE SAVE AREA:	±4.13 AC (±180,000 SQ. FT.)

TREE REPLACEMENT NOTE:
Refer to COF #2572 open space and tree information charts, 392 caliper inches of replacement trees to be included at site plan

RIPARIAN BUFFER NOTE:
"There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation in riparian buffers except as permitted by the City Engineer, or his designee."

TREE PROTECTION NOTE:

ALL TREE PROTECTION FENCING SHALL BE IN PLACE PRIOR TO THE ISSUANCE OF A GRADING OR LAND DISTURBANCE PERMIT AND SHALL BE MAINTAINED IN GOOD WORKING ORDER UNTIL ALL CONSTURCTION ACTIVITY IS COMPLETED. NO DISTURBANCE IS PERMITTED IN A TREE PRESERVATION AREA. ANY REQUIRED EROSION CONTROL MEASURES SHALL BE PLACED OUTSIDE OF ANY TREE PROTECTION FENCING.

KEY

APPROXIMATE TREE SAVE AREA (TSA)
±4.13 AC (±180,000 SQ. FT.)

APPROXIMATE EXISTING TREE CANOPY
12.6% ±4.13 AC (±180,000 SQ. FT.)

NORTH

0 100 200 300 feet

SCALE: 1"=100'

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07000 Kimley-Horn and Associates, Inc.

KVD
5005 Meridian Blvd Ste 100 Franklin, TN 37067
615.708.0567 | www.kvdesigngroup.com

GARY MICHAEL VOGRIN
REGISTERED
COMMERCIAL
TENNESSEE NO. 328
LANDSCAPE ARCHITECT
10.02.25

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1

6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 8932
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

DRAWING TITLE:

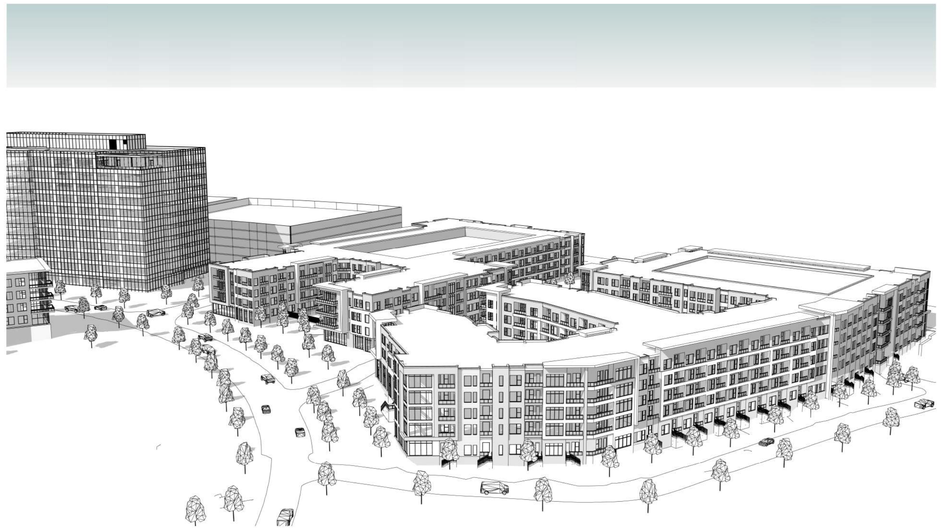
TREE PRESERVATION PLAN

SHEET NUMBER

L1.0

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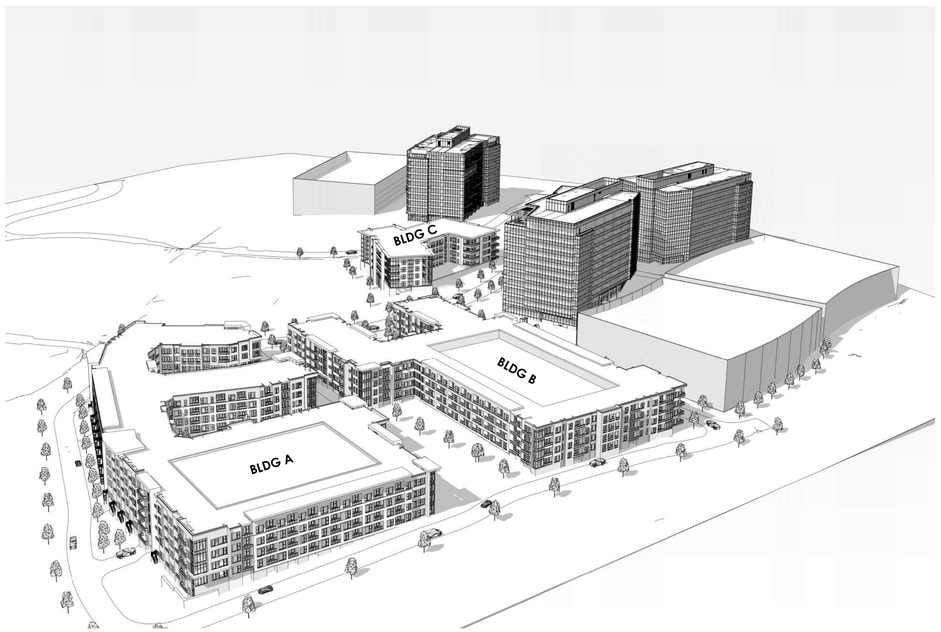
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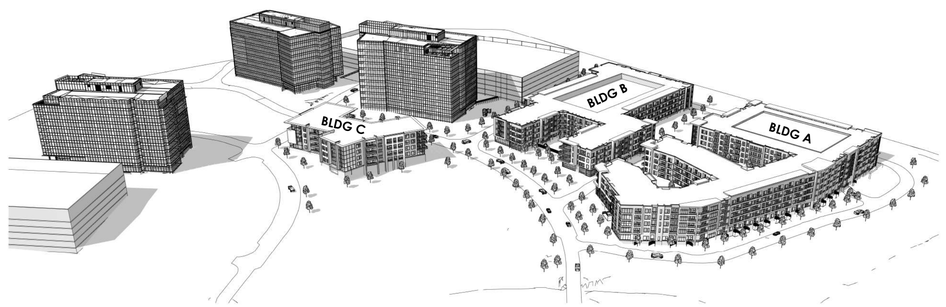
AERIAL VIEW: BUILDING A AND B FROM CAMERON APARTMENTS (FACING SOUTH EAST)



AERIAL VIEW: BUILDING A AND B FROM BUILDING C (FACING WEST)



AERIAL VIEW: BUILDING A AND B FROM I65 (FACING SOUTH EAST)



AERIAL VIEW: BUILDING A AND B FROM NISSAN HQ (FACING SOUTH WEST)

906 STUDIO
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Franklin, TN 37064
615.988.9065
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5005 Meridian Blvd. Ste 100 Franklin, TN 37067
615.599.0565 / www.kvdesigngroup.com

MICHAEL A. HATHAWAY
REGISTERED ARCHITECT
AGRICULTURE
DATE ISSUED: 10-2-25
STATE OF TENNESSEE

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # XXXX
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO. 23094

DRAWING TITLE: BUILDINGS A, B, AND C

SHEET NUMBER A01

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STREET VIEW: BUILDING A AND B FROM FRANKLIN PARK 3



STREET VIEW: BUILDING B FROM BUILDING C



STREET VIEW: BUILDING A



STREET VIEW: BUILDING A & B

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MICHAEL A. HATHAWAY
REGISTERED ARCHITECT
AGRICULTURE
DESIGNED
NO. 20
STATE OF TENNESSEE

10-2-25

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # XXXX
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

DRAWING TITLE:
BUILDINGS A AND B VIEWS

SHEET NUMBER
A02

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STREET VIEW: BUILDING C FROM FRANKLIN PARK 2



STREET VIEW: BUILDING C FROM EAST



STREET VIEW: BUILDING C FROM BUILDING B



STREET VIEW: BUILDING C FROM FRANKLIN PARK 1

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MICHAEL A. HATHAWAY
REGISTERED ARCHITECT
AGRICULTURE
No. 20951
STATE OF TENNESSEE
10-2-25

WEST FRANKLIN PARK PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # XXXX
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY

DESIGNED BY:	GV
DRAWN BY:	MB
CHECKED BY:	KG
DATE:	10/02/2025

KVD PROJECT NO.
23094

DRAWING TITLE:
BUILDING C VIEWS

SHEET NUMBER
A03

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City of Franklin

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

File #: 21-01304

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Glenn Johnson, Fire Chief

SUBJECT:

*Consideration Of COF Contract No. 2025-0164, An Interlocal Agreement Between Williamson County, Tennessee, And The City Of Franklin, Tennessee, To Establish The Terms And Financial Responsibilities For The Provision Of Firefighting And Emergency Response Services Located Outside The City's Boundary And Within The Surrounding Unincorporated Area

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning clearly defining the contractual responsibilities and financial obligations of the City of Franklin, TN and Williamson County, TN for the provision of firefighting and emergency response services within the Service Area.

BACKGROUND/STAFF COMMENTS:

The parties have agreed to establish a mutually beneficial response district encompassing all emergencies occurring within the area from the southern boundary of the City limits along I-65 to the southbound exit ramp and northbound entrance ramp of I-840. Additionally, the Response District shall include the sections of I-840 where the entrance and exit ramps extend east and west.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2025-0164.

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TENNESSEE AND THE CITY OF FRANKLIN, TENNESSEE FOR THE PROVISION OF FIREFIGHTING AND EMERGENCY RESPONSE SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between **WILLIAMSON COUNTY, TENNESSEE** ("County"), a political subdivision of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, and the **CITY OF FRANKLIN, TENNESSEE** ("City"), a municipal government located at 109 3rd Avenue South, Franklin, Tennessee 37064, to establish the terms and financial responsibilities for the provision of firefighting and emergency response services located outside the City's boundary and within the surrounding unincorporated area.

RECITALS

WHEREAS, County and City are governmental entities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated, Section 12-9-101, et. seq.;*

WHEREAS, City agrees to assist the County in providing firefighting and emergency response services through its Franklin Fire Department ("FFD") to serve the service area currently within the boundaries of the unincorporated area surrounding the City's boundary which is more particularly described in the GIS map attached hereto as Attachment A as may be periodically amended upon written agreement of the parties ("Service Area"); and

WHEREAS, the parties have determined this Agreement is beneficial to both parties for the provision of firefighting and emergency response services within the Service Area.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Purpose of Agreement. The purpose of this Agreement is to clearly define the contractual responsibilities and financial obligations of City and County for the provision of firefighting and emergency response services within the Service Area. For the purposes of this Agreement, the Williamson County Office of Public Safety Director shall be the point of contact on behalf of County.

II. Authority. This Agreement is made and entered into pursuant to the authority granted to the parties under the Interlocal Cooperation Act, Tennessee Code Annotated Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of the Act shall be achieved as soon as possible from and after the execution of this Agreement.

III. Provision of Firefighting and Emergency Response Services.

a. The parties agree to establish a mutually beneficial response district (the "Response District"), encompassing all emergencies occurring within the area from the southern boundary of the City limits along I-65 to the southbound exit ramp and northbound entrance ramp of I-840. Additionally, the Response District shall include the sections of I-840 where the entrance and exit ramps extend east and west. A map illustrating the Response District is attached and incorporated into this Agreement as "Attachment A." Any modifications to the Response District, including additions or removals of response areas, shall require a written agreement between the parties.

b. In the event of an emergency within the Response District, City shall assist the County in providing fire resources as specified in the first response assignment of the Williamson County Emergency Communication CAD Software, subject to the limitations outlined in this Agreement.

IV. Training Reports. The parties shall maintain all records indicating the training classes offered and completed by its personnel in firefighting and safety techniques.

V. Liability. No employee of a party shall be deemed to be an employee and/or agent of the other party because of any action or incident arising pursuant of this Agreement. All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

VI. Injuries to Personnel. Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while their services are being utilized within the Response District, pursuant to this Agreement, shall be the sole liability and responsibility of the party regularly employing that employee.

VII. Term. The initial term of this Agreement shall be for a period of one (1) year effective upon full execution of this Agreement by authorized representatives of both parties, each having obtained approval and authority from their respective governing bodies. This Agreement shall automatically renew each year upon the same material terms until such time as this Agreement is terminated.

VIII. Termination.

a. Breach. Should either party fail to fulfill in a timely and proper manner a material obligation under this Agreement or if any party should violate a material term of this Agreement, the non-breaching party shall provide the breaching party with notice of the breach. The breaching party will then have seven (7) calendar days from the receipt of the notice to cure the breach. Upon breach or default of any of the provisions set forth herein, the non-breaching party shall be entitled to any and all damages and other equitable relief permitted under the laws of the State of Tennessee.

b. Termination for Convenience. City or County may terminate this Agreement at any time by providing no less than one hundred eighty days (180) days written notice to the other party prior to the end of the fiscal year. Such termination shall not affect in any manner any prior existing obligations between the parties. Termination shall be effective on the last day of the fiscal year following the proper written notice.

IX. Insurance. During the term of this Agreement, including all extensions, each party shall procure and maintain such insurance as is required by applicable federal and state law to cover its personnel, equipment, vehicles, property, and obligations hereunder, including but not limited to liability insurance, workers' compensation insurance, automobile liability insurance and property insurance. Each party may self-fund its insurance obligation. Each party agrees to maintain adequate insurance coverage and shall provide the other party with proof of such insurance upon request, ensuring that coverage is in effect for the duration of the Agreement.

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

XI. Limitation on Liability. Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act. No employee of a party shall be deemed to be an employee and/or agent of the other party because of any action or incident arising pursuant of this Agreement. All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction. Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while their services are being utilized within the Response District, pursuant to this Agreement, shall be the sole liability and responsibility of the party regularly employing that employee.

XII. General Terms.

a. Choice of Law and Forum. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes

subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

b. Notices. All notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

County:

WILLIAMSON COUNTY, TENNESSEE
County Administrative Complex
1320 West Main Street, Suite 125
Franklin, TN 37064
Attn: County Mayor

City:

CITY OF FRANKLIN, TENNESSEE
109 3rd Avenue
Franklin, TN 37064
Attn: City Administrator

c. Entire Agreement and Modifications in Writing. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

d. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.

e. Assignment. The rights and obligations of this Agreement are not assignable.

f. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

g. Headings. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

h. Employment Practices. Neither party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.

i. Relationship Between the Parties. The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

j. Severability. If any one or more of the covenants, agreements, or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this Agreement.

k. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, either party shall, in addition to such other remedies as may be available to them in

equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/ or specific performance to the extent permitted by law.

l. Compliance with Laws. The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

m. Effective Date. This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties, it has then been signed first by the authorized representatives for the City and then by the authorized representatives of County and has been filed in the office of the County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date written below.

IN WITNESS WHEREOF, County and City have executed this Agreement effective as of the date and year written below.

ATTEST:

_____

BY:

DATE: _____

WILLIAMSON COUNTY, TENNESSEE

_____

BY: Rogers Anderson, Williamson County Mayor

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

_____

Williamson County Attorney

ATTEST:

_____

BY:

DATE: _____

CITY OF FRANKLIN, TENNESSEE

_____

BY: Dr. Ken Moore, City of Franklin Mayor

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

_____

Franklin City Attorney

ADDENDUM A

A map of the 'Response District' for the Automatic Aid Agreement between the City of Franklin and Williamson County Fire Departments.

Williamson County Automatic Aid District

Intersection of I-65 & I-840



Law Dept. Approved (2) 10.23.25

City of Franklin

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

File #: 21-01328

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Glenn Johnson, Fire Chief

SUBJECT:

*Consideration Of COF Contract No. 2025-0216, With KFT Fire Trainer For Provision Of Recommended Repairs To The Burn Building At The Franklin, TN Fire Department Training Center

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the implementation of NFPA 1402 upgrades and logistical support with regard to repairing the burn building at the Franklin Fire Department Training Center.

BACKGROUND/STAFF COMMENTS:

Extensive repairs and upgrades have been identified and deemed necessary to safely and effectively make operational for training purposes the Franklin Fire Department Training Center's burn building.

FINANCIAL IMPACT:

The financial impact and amount of the contract is $81,725.00 as outlined in Requisition #3446 reviewed by the City of Franklin Purchasing Office and noted in the FY26 Budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract 2025-0216.

Docusign Envelope ID: 1313E48C-DB75-4449-924E-59AAB97CBC91

KFT Fire Trainer, LLC
5 Pearl Court, Unit D, Allendale, NJ 07401, USA
Tel. +1 201 300 8100
Fax +1 201 300 8101
info-us@kft.firetrainer.com

Refer to: Quote Number 160-9071v3

David Kolak
Captain
Franklin, TN Fire Department
615-791-3362

May 9, 2025

Via email: davidk@franklintn.gov

Subject: Burn Building Upgrades

KFT Fire Trainer, LLC is pleased to provide this budgetary pricing proposal to provide recommended repairs to the burn building at the Franklin, TN Fire Department.

Should you have any questions, please do not hesitate to contact the undersigned at (551) 500-6603 or via email at louis.long@kft.firetrainer.com.

Sincerely,

Louis F. Long
Sales Director, Standard Products
KFT Fire Trainer, LLC

Docusign Envelope ID: 1313E48C-DB75-4449-924E-59AAB97CBC91

KFT Fire Trainer, LLC
5 Pearl Court, Unit D, Allendale, NJ 07401, USA
Tel. +1 201 300 8100
Fax +1 201 300 8101
info-us@kft.firetrainer.com

	Description	Price

1	**Burn Building Upgrades**
	• NFPA 1402 Upgrade
	  ○ Retrofit fireplace burner controls (valves, piping, wiring)
	  ○ Retrofit smoke generators (valves, piping, wiring)
	  ○ Retrofit flashover assembly (valves, piping, wiring)
	  ○ Retrofit FHM safety valves
	  ○ Remove Maxon valve
	• Update Programmable Logic Controller (PLC)
	• New touch screen controller
	• New agent detection system
	• Install new remote diagnostics system
	• Update Operations & Maintenance Manual
	• Commissioning, training and handover of upgraded trainer
		$ 81,725

	Logistical Support • Ex Works Allendale, NJ • Standard KFT Terms and Conditions • 1-years parts warranty • 24/7 technical support (even during weekend and holidays)	

Exclusions
fees, permits, inspections and surety bonding that may be required
Payment of performance bond

Price Validity
This price is valid through September 30, 2025
KFT's Terms & Conditions apply to any resulting order (attached)

Typical Payment Terms
Below are KFT's typical payment terms. Payment terms are negotiable
KFT will invoice at the following milestones. Net 30 days

- 30% invoiced upon order
- 70% invoiced upon completion of repairs visit

Delivery (Estimated)
6 months after order confirmation (To be determined at time of order)

KFT FIRE TRAINER - STANDARD TERMS AND CONDITIONS

ARTICLE 1: WORK KFT Fire Trainer shall provide the equipment, data, services and/or training listed in accordance with KFT Fire Trainer' formal quotation, statement of work and specifications.

ARTICLE 2: FACILITIES FURNISHED BY BUYER Without cost to KFT Fire Trainer, Buyer shall furnish the necessary site, easements, facility, utilities, access and other to allow KFT Fire Trainer to deliver the equipment to the Buyer's designated site and to perform the contract. Buyer agrees to provide a safe and secure workplace for KFT Fire Trainer' personnel including but not limited to:

(a) Buyer will provide us with an overview of the site hazards prior to work beginning;
(b) Buyer will provide utility and other system connections in a condition that is safe and properly locked/tagged out in accordance with appropriate OSHA regulations in order to ensure the safety of KFT Fire Trainer personnel;
(c) Buyer will provide appropriate work area controls so as to prevent unauthorized access to the area where work being performed by KFT Fire Trainer personnel is occurring; and
(d) Buyer will remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

ARTICLE 3: BUYER'S REPRESENTATIVE Buyer shall provide a representative authorized to act for Buyer under this contract. The representative shall be available during normal working hours as often as may be necessary to implement Buyer's responsibilities under this contract.

All formal correspondence under this contract shall be addressed to and forwarded from the parties' representatives as identified and to the addresses specified below:

BUYER:
Buyer To Provide Name and Address In Writing

SELLER:
Contracts Program Manager
KFT Fire Trainer, LLC
17-Philips Parkway
Montvale, NJ 07645-1810USA

ARTICLE 4: TIME OF COMPLETION KFT Fire Trainer will deliver the equipment, data and/or services to the Buyer's designated site in accordance with schedule set forth in its quotation.

ARTICLE 5: DELAYS AND EXTENSION OF TIME Notwithstanding any contract provisions to the contrary, KFT Fire Trainer' acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond its reasonable control including, but not limited to, the Force Majeure events set forth in Article 13, and/or the act, omission, neglect, fault or default of others not under the control of KFT Fire Trainer. The additional time allowed shall be, at a minimum, a period equivalent to the delay.

ARTICLE 6: CONTRACT PRICE AND PAYMENTS The price to be paid by Buyer to KFT Fire Trainer for the performance of the work specified in Article 1 hereof shall be as set forth in KFT Fire Trainer' quotaiton. The contract price is based on one mobilization to unload the material and another when KFT Fire Trainer begins installation. Buyer shall be responsible for the cost of any additional mobilizations to the extent they are caused by the delay of Buyer or its subcontractors.

The cost of additional mobilizations shall be set forth in KFT Fire Trainer' quotation.

Unless otherwise specified, the prices shown do not include any other taxes.

Payments shall be made to KFT Fire Trainer as set forth in KFT Fire Trainer quotation. Payment with respect to goods ordered is due 30 days following invoice by the KFT Fire Trainer.

ARTICLE 7: ENTIRE CONTRACT

(a) These terms and conditions, KFT Fire Trainer quotation, and Addendum No. 1 to COF Contract No. 2025-0216 shall constitute the entire agreement between the parties with respect to the subject matter hereof.
(b) This contract shall supersede all prior oral and written agreements, communications and documents between the parties with respect to the subject matter hereof.
(c) No agreement or understanding in any way modifying these terms and conditions will be binding upon KFT Fire Trainer unless made in writing and signed by an authorized employee of Buyer and KFT Fire Trainer.
(d) The invalidity, in whole or in part, of any of the foregoing articles or paragraphs of these Terms shall not affect the remainder of such articles or paragraphs or any other article or paragraph of these Terms, which shall continue in full force and effect.

ARTICLE 8: INCREASE IN COST If the contract delivery schedule is greater than twelve (12) months, the Contract Price may be adjusted annually on the anniversary of the execution date to reflect increases in material and labor costs. If the "Producer Commodity Prices for Metals and Metal Products Index" increases by 30% or more, the KFT Fire Trainer reserves the right to increase the contract price by 10%.

ARTICLE 9: INSPECTION AND ACCEPTANCE

a) INSPECTION - During the progress of the work and up to the date of equipment acceptance, KFT Fire Trainer shall at all times afford the Buyer every reasonable, safe and proper opportunity for inspecting all work done or being done at the delivery site and also at the place of manufacture or preparation.

b) ACCEPTANCE - KFT Fire Trainer shall notify Buyer in writing of the date of expected equipment delivery and the subsequent date for conducting an acceptance test at the location designated by the Buyer. Buyer will be consulted in an effort to arrange a mutually agreeable equipment acceptance testing date within the aforesaid timeframe. This testing shall be in accordance with the Equipment Acceptance Test Procedures. The Acceptance Test Procedure document shall be signed by Buyer at successful completion of the Equipment Acceptance Test.

ARTICLE 10: WARRANTY

(a) KFT Fire Trainer warrants to Buyer that all Article 1 equipment will be free from defects in materials or workmanship for a period of one (1) year from the date of equipment acceptance as defined in Article 9.

February 2016

Law Dept approved 10.08.25

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(b) Warranty adjustment

1. If any defect appears within the warranty period, Buyer shall immediately provide KFT Fire Trainer written notice.

(c) Exclusions from Warranty

1. .
2. KFT Fire Trainer will not be liable for loss, damages or expense directly or indirectly arising from thirty party maintenance of the equipment not under the direction of KFT Fire Trainer either separately or in combination with any other equipment or material or from any other cause, nor shall KFT Fire Trainer be liable for personal injury, death, or property damage arising from or connected with third party maintenance of the equipment not under the direction of KFT Fire Trainer made the basis of this agreement.
3. The warranty does not extend or apply to any equipment that has been subjected to misuse, neglect, accident, or improper use in violation of the operator's manual provided under Article 1 of this contract.
4. The warranty does not extend or apply to any equipment that has been repaired, altered, or disconnected by any party other than KFT Fire Trainer unless under the direction of KFT Fire Trainer.

ARTICLE 11: INSURANCE KFT Fire Trainer shall carry Commercial General Liability Insurance and shall comply with Worker's Compensation Laws relating to the compensation of its injured workmen and will provide Buyer with a Certificate of Insurance upon request.

Buyer shall be responsible for and, at Buyer's option and expense shall insure against theft, vandalism or all other damage to, destruction of and loss of use of Buyer's existing property and all deliverable Article 1 equipment as well as KFT Fire Trainer property located on the Buyer's property or in the Buyer's facility, due to fire or other perils, prior to, during or after acceptance, however caused.

ARTICLE 12: FORCE MAJEURE Under no circumstances shall either party be liable for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, acts of terrorism, strikes, lockouts, other labor disputes, fire, explosion, theft, weather damage, flood, earthquake, riot, civil commotion, war, mischief or act of God.

ARTICLE 13: PROPRIETARY INFORMATION "Proprietary Information" shall mean all information, data, manuals, drawings, designs, or software disclosed by, authorized to be disclosed by, or otherwise obtained from KFT Fire Trainer, LLC, its affiliates or subsidiaries, in connection with this contract (including the Statement of Work)

Unless the Buyer has received Kidde Fire Trainer's express written consent to the contrary, Buyer shall: (a) use the Proprietary Information solely for the purposes of this contract, and not for any other purpose (including, without limitation, designing, manufacturing, or selling similar equipment), (b) safeguard the Proprietary Information to prevent its disclosure to or use by third parties, (c) not disclose the Proprietary Information to any third party; and (d) not reverse engineer, disassemble, or decompile the Proprietary Information. Except that with respect to (c), Buyer may disclose Proprietary Information to a third party contracted by Buyer to perform emergency repair work for the Buyer, where the item or process concerned is not otherwise reasonably within Buyer's capabilities to enable timely performance of the work, provided that the disclosure of information shall be made solely for the purpose of repair work for Buyer and shall be provided together with the legend below.

The attached legend (Attachment A) shall be completed and included on any reproduction which includes any Proprietary Information.

ARTICLE 14: ASSIGNMENT Notwithstanding anything is this agreement, neither party may assign their duties under this agreement to an affiliate or subsidiary without prior written approval of the non-assigning party.

ARTICLE 15: EXPORT CONTROL Each party agrees to conduct its operations under this Contract and perform all its responsibilities in full compliance with export and other foreign

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trade controls under any applicable United States (U.S.) laws restricting sales or transfers to other countries or parties of commodities, software, technology , or technical data. Any other provision of this Contract to the contrary notwithstanding , each party agrees that no commodities, software, technology , or technical data of U.S. origin or with U.S. origin content will be sold, exported, re-exported or transmitted except in full compliance with all applicable laws, including all relevant U.S. government requirements. In addition, each party shall comply with all applicable laws, including U.S. government requirements, governing the transfer of information and items to U.S. embargoed and sanctioned countries and denied and restricted parties.

ARTICLE 16: COMPLIANCE WITH LAWS Each party represents , warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the goods, services and/or the activities contemplated or provided under these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunde.r

ARTICLE 17: FEDERAL ACQUISITION REGULATIONS The components, equipment and services proposed by KFT Fire Trainer, LLC are commercial items as defined by the Federal Acquisition Regulations ("FAR") and the prices in any resulting contract and in any change proposal are based on KFT Fire Trainer, LLC 's standard commercial accounting policies and practices which do not consider any special requirements of U.S. Government cost principles and do not meet the requirements of Part 31 of the FAR or any similar procurement regulations. KFT Fire Trainer, LLC agrees only to perform a contract for the sale of a commercial item on a fixed-price basis. In addition, KFT Fire Trainer, LLC will not agree to submit or certify to any cost or pricing data nor will KFT Fire Trainer, LLC agree to any requirements to establish price reasonableness under FAR Part 15 or such similar regulations. In stating its position, KFT Fire Trainer, LLC refers to FAR Part 12 - "Acquisition of Commercial Item s." All Sales under $3,000 are made pursuant to FAR Part 13, Simplified Acquisitions.

Attachment A: Lim@dBights Legend

Contract No.
Buyer:
Contractor: KFT Fire Trainer, LLC

Acceptance of the attached or enclosed Proprietary Information shall indicate your agreement to the following:
The recipient, if marked the Proprietary Information is marked "confidential", shall: (a) use the Proprietary Information solely for the purposes of the above identified contract, and not for any other purpose (induding without limitation , designing manufacturing, or selling similar equipment), (b) safeguard the Proprietary Information to prevent its disclosure to or use by third parties, (c) not disclose the Proprietary Information to any third party unless required by law; and (d) not reverse engneer, disassemble or decompile the Proprietary Information.

All Proprietary Information delivered hereunder shall remain the property of KFT Fire Trainer, LLC

CITY OF FRANKLIN TN:

BY: _____
Dr. Ken Moore, Mayor

DATE: _____

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Addendum No. 1 to COF Contract No. 2025-0216

This Addendum shall modify and supersede the attached document COF Contract No. 2025-0216 (the "Agreement") and entered into on the ___ day of _____, 20____, by the City of Franklin, Tennessee ("City") and KFT Fire Trainer, LLC ("Contractor"). The Agreement together with this Addendum and the attached document(s) constitute the entire agreement ("Agreement"). Acceptance of payment as stated in the Agreement constitutes Contractor's acceptance of all terms and conditions stated herein.

Standard Terms and Conditions

1. Drug Tests and Background Checks. Contractor shall perform, acquire, and retain background checks on prospective employees. Said background check(s) shall be completed by Contractor for the City prior to an employees' assignment to City.
   - **a.** Background checks shall include, at a minimum: (1) a criminal search for each county the employee has resided in for the past seven years; (2) a sex offender registry search; and (3) a driving record search.
   - **b.** Contractor shall cause to be conducted and validate the successful completion of drug tests for all potential employees prior to their assignment to the City.
   - **c.** Contractor shall contact and notify the City if anything appears on the background check and/or drug test.
2. Maximum Liability. The payment rates as described in the *Quote Number: 160-9071v3* (attached) shall constitute the entire compensation due the Contractor for all travel, professional services, and software regardless of the difficulty, materials, or equipment required, unless amended. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.
3. Indemnification and Limitations of Liability. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq. for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
4. Conflicts of Interest. The Contractor warrants that no part of the total Agreement amount shall be paid directly or indirectly to an employee or official of the GNRC or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
5. Nondiscrimination. The Contractor 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 Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
6. 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 Consultant and each person signing on behalf of any consultant, 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 contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.
7. Non-Boycott of Israel. Except for any contract 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 contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
   a. 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 contract, 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 contract, grant, loan, or cooperative agreement.
   b. 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 contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.
   c. The Contractor 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*.

9. Public Accountability. If the Contractor is subject to Tenn. Code Ann. § 8-4-401, *et seq*., or if this Agreement involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-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 contractors.

10. Records. The Contractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Contractor, for work performed or money received under this Contract, 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.

11. 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.

12. Confidentiality and Proprietary rights. Contractor 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 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 Contractor if a request for documents has been made and shall give Contractor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Contractor 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 Contractor 's representation that materials supplied by Contractor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Contractor and Contractor assumes control over that claim.

13. Derivative Works. To the extent that the Agreement contains Contractor'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.

14. AI System.

a. Definition of AI System. The parties define "artificial intelligence" or "AI" to be a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. AI systems use machine- and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate options for information or action.

b. The parties define an "AI system" to be any data system, software, hardware, application, tool, or utility that operates in whole or in part using AI.

c. Guiding Principles. The Contractor shall demonstrate that the AI system and its usage, deployment, and maintenance as it pertains to the services outlined in this agreement do not conflict with the City's AI Policy and Principles therein.

d. Risk Mitigation

i. The Contractor represents that the AI system is suitable for its intended use by the City and has been developed and will perform in a manner that is in compliance with all applicable laws and regulations.

ii. The Contractor shall maintain, follow, and provide, upon request, a copy of their Risk Management Plan that complies with accepted risk management frameworks, such as the NIST AI Risk Management Framework, ISO 42001, or other AI risk management governance standard.

iii. The Contractor shall work with the City to evaluate and minimize risks posed by the AI system.

e. AI Incident Response. In the event of an AI incident, at the request of the City, the Contractor shall thoroughly investigate their systems of any suspected AI incident and promptly report findings to the Agency. An "AI incident" is an alleged harm or near harm event to people, property, reputation, technical integrity of the environment where an AI system is implicated. Examples of AI incidents include providing false information, copyright infringement, generating harmful bias, system misuse, exposure of sensitive information, and liability risk.

f. Remediation. At the City's request, the Contractor will immediately discontinue the use of any AI system involved in providing services to the City. If the City, in its sole discretion, determines that the AI system is in violation of one or more of the requirements stated herein or that the Contractor does not promptly resolve an AI incident, or that the system does not adequately supports the City's commitment to the City's AI Policy and Principles, then the City

will provide the Contractor with notice that they have thirty (30) calendar days to promptly assess and resolve the issue. Potential methods to address such issues include, without limitation, changing the behavior of the AI system or subsystem; supplementing the system or subsystem to achieve the necessary outcomes; replacing the system with a non-AI system that meets the City's needs; or limiting the function of the AI system or subsystem. After thirty (30) calendar days, the Contractor must provide evidence that the AI system is adequately fixed and ready for re-deployment, or that the AI system is not suitable for use.

g. Requirements for Contractors AI System(s). To the extent permissible by law, the Contractor shall adhere to the following requirements in the course of doing business with or for the City:

i. Updates: Contractor shall provide prior notice for system upgrades that substantially impact the services provided to the City. Example of a substantial impact includes but is not limited to changes to: sensitive or protected information used in the system, compatibility with the City's other systems, or decisions that impact the rights or safety of individuals. In the event of a change with a substantial impact, Contractor will provide the City opportunity to stay on the existing system version at the City's request. Any updates made to the AI system that render the AI system unserviceable to the City to provide services defined in the agreement as determined by the City may be cause for termination by the City.

ii. Data portability: At the City's request, and at no additional cost, the Contractor shall provide all data owned by the City in a format that is easily usable by the City and, to the extent technically feasible, in a structured, commonly used, machine-readable format. The Contractor is not obligated to provide such data more than twice in a 12-month period.

iii. Authorized use: Data owned by the City cannot be used for other commercial applications without written consent from the City.

iv. Data rights: Data owned by the City that contains sensitive or protected information must be able to be deleted, edited, or anonymized at the request of the City or the data subject.

v. Performance: Provide the City or entity working on behalf of the City with the means to monitor the performance, including the accuracy, of the AI system it uses and report this accuracy to the City. This may include, but is not limited to, the false positive rate, the false negative rate, the true positive rate, the average percentage error, the mean-squared error, and human judgement scores.

vi. Algorithmic bias: Contractor will provide the City with evidence that demonstrates that bias present in the AI system is effectively managed for the context in which it will be deployed. Contractor shall provide information describing in detail how bias is assessed.

vii. Human oversight: Provide the City the means for a human to evaluate and override outputs of the AI system. The human evaluator must be able to override the outputs of the AI system and take precedence over all outputs.

viii. Explainability: Provide the City with an explanation of how the AI system generates outputs, including what factors influence the system's decisions, rule-based logic, training data sources, and probability-based decisions. The City holds the right to communicate its general usage of the AI system and explain its decision-making processes to the public.

ix. Notice: If required by the City, provide written notice of the usage of the AI system to data subjects and/or end-users, preferably at the point of service.

x. Process: Contractor shall comply with existing local, state, and federal law for data access and decision appeals related to the use or operation of the system.

xi. Ongoing Monitoring: Contractor shall regularly monitor the performance of the AI system to detect and rectify system behavior that violates any of the requirements in this section. Contractor shall promptly communicate the discovery of system behavior that violates any of the requirements in this section to the City, including the potential impact to services.

xii. Training: Ensure that appropriate training is available to City staff who may operate the AI system, which may include how to:

1. Protect sensitive or personal information;
2. Mitigate harmful algorithmic bias;

3. Promote optimal performance;
4. Report system errors; and
5. Maintain service delivery if the AI system fails, to the extent possible.

xiii. Auditing: The City retains the right to observe, assess, or audit any relevant work processes, services, or documents in the course of doing business with the City to confirm that the Contractor (and any relevant sub-contractors) is complying with this Policy. Contractor shall provide access to information, documentation, and personnel required to complete this audit at no additional cost to the City.

15. 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 Contractor to limit its liability shall be void and unenforceable.

16. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.

17. 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 Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request. Contractor 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 incurred. The City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

18. Licensed users/"seats". If and whenever the Agreement defines or refers to "licensed users" such shall be read to allow installation of the program and its components in a larger number of computers as long as the number of licensed users granted access does not exceed the number of "licensed seats." This provision is intended to allow efficient dissemination of the licensed program, such as disk mastering and other methods of mass installation.

19. Data Governance. For the purposes of this Agreement, "City Data" includes, but is not limited to, all information, records, databases, documents, materials, or any other data provided by the City, collected or accessed by the Contractor on behalf of the City, or generated in the performance of services under this Agreement. This includes confidential, sensitive, personal, operational, or proprietary information, regardless of format or medium. The City retains exclusive ownership of all City Data. The Contractor shall not claim any right, title, or interest in City Data, and any use of City Data by the Contractor shall be limited strictly to the purposes outlined in this Agreement. The Contractor is expressly prohibited from accessing, using, disclosing, distributing, selling, or licensing City Data for any unauthorized purpose, including for its own benefit or the benefit of third parties. The Contractor shall implement and maintain comprehensive, industry-standard security measures to safeguard City Data against unauthorized access, loss, theft, alteration, or misuse. These measures shall include, at a minimum, encryption, access controls, monitoring, and regular security audits. The Contractor shall not transfer City Data outside of approved systems, networks, or jurisdictions without the City's prior written consent. In the event of a suspected or confirmed breach or unauthorized use of City Data, the Contractor shall immediately notify the City within twenty-four (24) hours of discovery and provide a detailed written report within forty-eight (48) hours. The Contractor shall cooperate fully with the City to contain, mitigate, and investigate the incident, including providing access to all relevant systems and records. Upon the City's request, the Contractor shall securely return all City Data to the City and permanently delete all copies from its systems and those of its subcontractors or affiliates. The Contractor shall certify in writing that the destruction is complete and irreversible. The Contractor shall comply with all applicable laws, regulations, and City policies governing the handling of City Data. The Contractor agrees to indemnify, defend, and hold the City harmless against any claims, damages, liabilities, fines, or penalties arising from the Contractor's breach of this clause or improper handling of City Data. This clause shall survive the expiration or termination of this Agreement.

20. Notices. Any notice provided pursuant to the Contract, 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,

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then three (3) 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 which the Agreement or this Addendum may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:	In the case of Contractor:
City of Franklin	~~KFT Fire Trainer, LLC~~
Attn: _____	
109 Third Ave. South	Attn: Mirza Lane
P.O. Box 305	~~5 Pearl Ct., Unit D, Allendale NJ 07401~~
Franklin, TN 37065-0305	
FAX: (615)_____	201-300-8152 / mirza.lane@kft.firetrainer.com
E-mail:_____	

21. 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 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.
22. Severability. If any term or provision of the Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected.
23. Precedence. In the event of conflict between this Addendum and the provisions of the Agreement, or any other contract, agreement or other document to which the Agreement or this Addendum may accompany or incorporate by reference, the provisions of this Addendum 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 Addendum.
24. Entire Agreement. The Agreement 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 Agreement. The terms and conditions of this Addendum may not be changed except by an amendment expressly referencing this Addendum by section number and signed by an authorized representative of each party.
25. Additions/Modifications. 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.
26. Applicable Law; Choice of Forum/Venue. The Agreement constitutes the entire agreement and is 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, Tennessee. The Contractor acknowledges and agrees that any rights or claims against the City of Franklin or its employees, or elected or appointed officials hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
27. 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

Addendum No. 1 to
COF Contract No. 2025-0216

event of termination and may also have such other remedies as it may be entitled to in law or in equity.

28. Survival. This Addendum shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference.

29. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all Parties.

CITY OF FRANKLIN, TENNESSEE

_____
Signature

__Dr. Ken Moore, Mayor_____
Print Name and Title

_____
_ Date

Approved as to form:

_____
_ J. Blake Harper, Assistant City Attorney

KFT FIRE TRAINER, LLC

DocuSigned by:
7E08A4A93DC140F...
Signature

Mirza Lane, Chairwoman & Executive Director
Print Name and Title

10/24/2025
Date

City of Franklin

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

File #: 21-01510

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Walter Denton, Asst. City Administrator Community Development
Vernon Gerth, Asst. City Administrator Community Development
Paul Holzen, Director of Engineering

SUBJECT:

Discussion Of Partnership Opportunity With Tennessee Department Of Transportation For The Intersection Improvements At Mack Hatcher Parkway And Royal Oaks Boulevard

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the intersection of Mack Hatcher Parkway and South Royal Oaks Blvd.

BACKGROUND/STAFF COMMENTS:

The SR-397 Mack Hatcher Memorial Parkway Widening Project is currently included in TDOT's 10-Year Plan, with construction anticipated in 2032. In the interim, senior staff from TDOT Region III approached the City of Franklin to explore a partnership for targeted improvements at the intersection of Mack Hatcher Parkway and South Royal Oaks Boulevard. These enhancements are intended to provide relief during peak traffic periods ahead of the full corridor upgrade.

TDOT has verbally committed to adding another southbound lane on Mack Hatcher Parkway south of South Royal Oaks, contingent upon the City funding improvements along South Royal Oaks Boulevard and Royal Oaks Court. A conceptual plan has been provided to guide initial efforts, though it remains subject to refinement.

To maintain project momentum and align with TDOT's timeline, staff recommends initiating survey and design work for the City's portion of the intersection. This work is not currently funded in the adopted 10-Year Capital Improvement Plan (CIP) or the FY25 budget. However, preliminary discussions with the Budget and Performance team suggest that initial costs may be covered through reallocation within the Traffic Operations Budget.

The estimated cost for the City’s scope of work is $840,000, which includes:

- $50,000 – Survey
- $60,000 – Design and TDOT coordination
- $30,000 – Right-of-way and easement acquisition
- $700,000 – Construction

Given TDOT’s anticipated quick turnaround on their portion of the improvements, staff recommends proceeding immediately with survey, design, and right-of-way acquisition for South Royal Oaks and Royal Oaks Court.

This initiative offers an opportunity to advance localized intersection improvements ahead of TDOT’s broader plan to widen Mack Hatcher Parkway between SR 6 (Columbia Avenue) and SR 96 (Murfreesboro Road). While not a substitute for the full corridor upgrade, these interim enhancements will help alleviate congestion and improve traffic operations.

FINANCIAL IMPACT:

The estimated cost for the City’s scope of work is $840,000, which includes:

- $50,000 – Survey
- $60,000 – Design and TDOT coordination
- $30,000 – Right-of-way and easement acquisition
- $700,000 – Construction

The City would look to fund this work as an "opportunity" or "micro-project" within our existing operating budget or cash fund the work through the City's Capital Investment Plan.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve staff to proceed with the survey, design and right-of-way acquisition. We would anticipate an agreement with TDOT to cover the entirety of the proposed partnership project.

TENNESSEE D.O.T.
PROJECT PLANNING DIVISION
FILE NO. ___

TYPE	YEAR	COUNTY	FIGURE NO.
RSAR	2014	WILLIAMSON	

CITY - TWO LEFT TURN LANES

CITY - TWO LEFT TURN LANES

2

APPROXIMATELY 840'

A

1

120'

180'

ROYAL OAKS CT

S ROYAL OAKS BLVD

L.M. 0.000 =
L.M. 2.492

3

B

A

CITY - Add right turn lane

Increase right turn lane as much as possible.

BEGIN PROJECT
BEGIN INTERSECTION 1
L.M. 0.247

FORREST CROSSING BLVD

4

S.R. 397 (MACK C. HATCHER MEMORIAL PKWY)

Ignore Rock Fall Zone Standard.

EXISTING ROCK WALL

MATCH LINE LOG MILE 2.368 SEE FIGURE NO. 2

0' 100' 200' 300'

N

ROAD SAFETY AUDIT REVIEW

S ROYAL OAKS BLVD (04739) AT S.R. 397 (MACK C. HATCHER MEMORIAL PKWY)
S.R. 397 (MACK C. HATCHER MEMORIAL PKWY) AT U.S. 431 (S.R. 106)
WILLIAMSON COUNTY

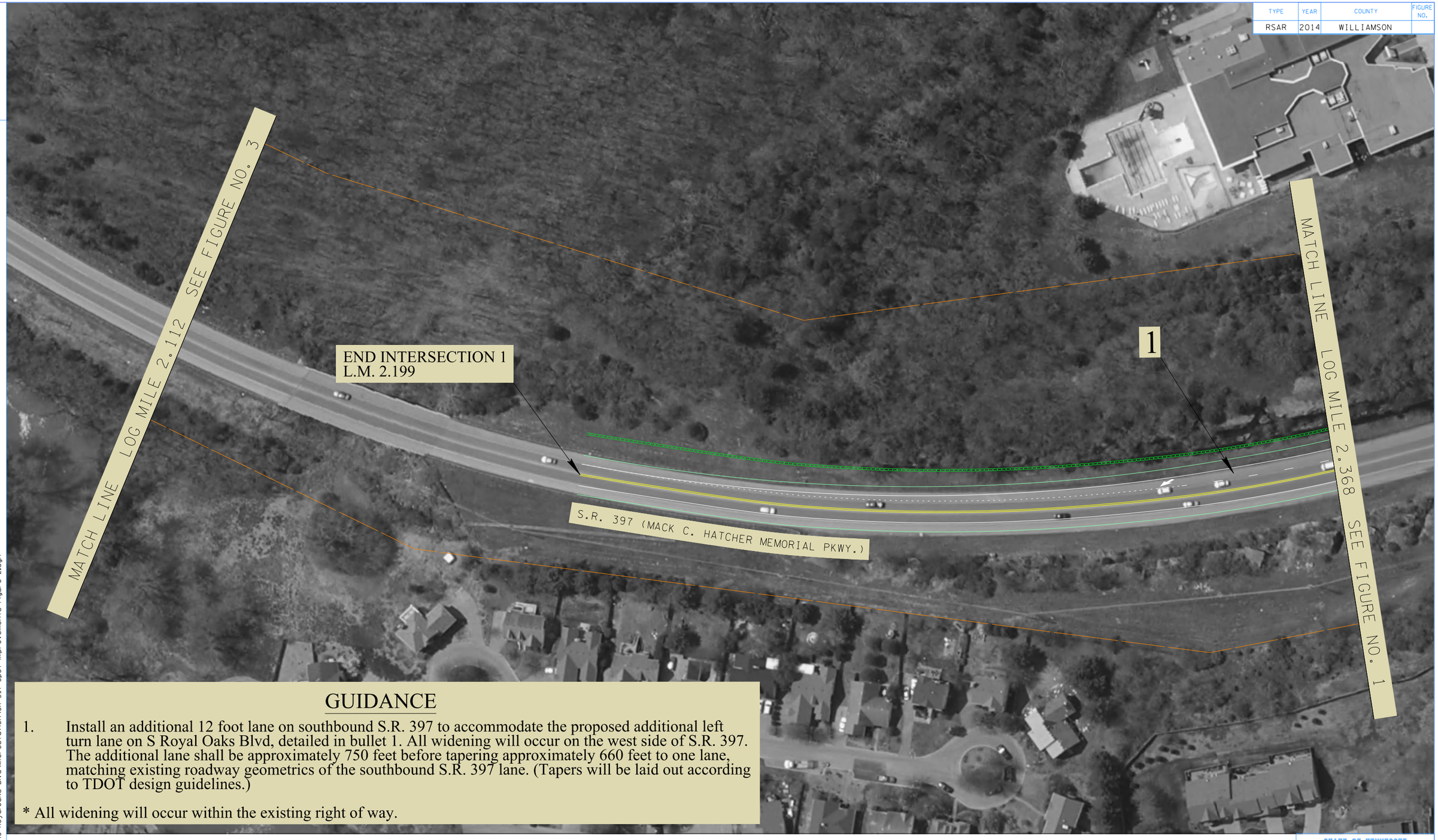
STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROJECT PLANNING DIVISION

FIGURE 1
S.R. 397 SPOT IMPROVEMENTS
WILLIAMSON COUNTY

2/6/2014 2:27:03 PM
X:\Projects\Williamson\SR 397\S RoyalOaks Blvd\Microstation\SR 397 Spot Improvements Figure 1.dgn

TENNESSEE D.O.T.
PROJECT PLANNING DIVISION
FILE NO. ____

TYPE	YEAR	COUNTY	FIGURE NO.
RSAR	2014	WILLIAMSON	



GUIDANCE

1. Install an additional 12 foot lane on southbound S.R. 397 to accommodate the proposed additional left turn lane on S Royal Oaks Blvd, detailed in bullet 1. All widening will occur on the west side of S.R. 397. The additional lane shall be approximately 750 feet before tapering approximately 660 feet to one lane, matching existing roadway geometrics of the southbound S.R. 397 lane. (Tapers will be laid out according to TDOT design guidelines.)

* All widening will occur within the existing right of way.

0' 100' 200' 300'

N

ROAD SAFETY AUDIT REVIEW

S ROYAL OAKS BLVD (04739) AT S.R. 397 (MACK C. HATCHER MEMORIAL PKWY)
S.R. 397 (MACK C. HATCHER MEMORIAL PKWY) AT U.S. 431 (S.R. 106)
WILLIAMSON COUNTY

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROJECT PLANNING DIVISION

FIGURE 2
S.R. 397 SPOT IMPROVEMENTS
WILLIAMSON COUNTY

2/4/2014 10:33:04 AM
X:\Projects\Williamson\SR 397\S Royal Oaks Blvd\Microstation\SR 397 Spot Improvements Figure 2.dgn

City of Franklin

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

File #: 21-01272

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

*Consideration Of Ordinance 2025-48, An Ordinance To Establish All-Way Stop Control At The Intersection Of Spencer Creek Road, Wheaton Hall Lane And Clareece Park Lane

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2025-48, an ordinance to establish all-way stop control at the intersection of Spencer Creek Road, Wheaton Hall Lane and Clareece Park Lane.

BACKGROUND/STAFF COMMENTS:

City staff received a request to establish all-way stop control at the intersection of Spencer Creek Road, Wheaton Hall Lane, and Clareece Park Lane. The intersection is currently configured with stop control only on the Wheaton Hall Lane and Clareece Park Lane approach. The Engineering Department staff has completed a multiway stop engineering study examining the following: pedestrian and vehicle volume, five (5) year crash history, roadway geometry, pedestrian activity, and sign sight distance. The Engineering Department recommends the establishment of all-way stop control at the intersection due to limited sight distance on Wheaton Hall Lane and Clareece Park Lane.

FINANCIAL IMPACT:

The financial impact is less than $500 and will be paid for out of our Street Department's annual budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2025-48.

ORDINANCE 2025-48

AN ORDINANCE TO ESTABLISH ALL-WAY STOP CONTROL AT THE INTERSECTION OF SPENCER CREEK ROAD, WHEATON HALL LANE AND CLAREECE PARK LANE.

WHEREAS, the City of Franklin, Tennessee, received a request to establish all-way stop control at the intersection of Spencer Creek Road, Wheaton Hall Lane and Clareece Park Lane; and

WHEREAS, the intersection of is currently configured with stop control only on the Wheaton Hall Lane and Clareece Park Lane approach; and

WHEREAS, Engineering Department Staff has completed a multiway stop engineering study examining: pedestrian and vehicle volume, five (5) year crash history, roadway geometry, pedestrian activity, and sight distance; and

WHEREAS, the Engineering Department recommends the establishment of all-way stop control at the intersection due to limited sight distance on the Wheaton Hall Lane and Clareece Park Lane; 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. That all-way stop control shall be established at the intersection of Spencer Creek Road, Wheaton Hall Lane and Clareece Park Lane.

SECTION II. That the Director of the Streets Department is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION III. That the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

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

ATTEST:

By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Law Dept approved 10.22.25

Approved as to form by:

_____

William E. Squires
Deputy City Attorney

PASSED FIRST READING _____

PASSED SECOND READING: _____

City of Franklin

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

File #: 21-01196

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

*Consideration Of Resolution 2025-87, A Resolution Authorizing The Execution Of COF Contract No. 2025-0262 With Grayco Constructors, LLC For Echelon/Lockwood Glen Site Infrastructure Project Completion - Grading Contractor Services

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-87, a resolution authorizing the execution of COF Contract No. 2025-0262 with Grayco Constructors, LLC for Echelon/Lockwood Glen Site Infrastructure Project completion - grading contractor services.

BACKGROUND/STAFF COMMENTS:

In October and November 2024, the City was notified that Legacy Palmetto Bluff Company, LLC would be unable to complete the remaining work in the Lockwood Glen Planned Unit Development (PUD) Subdivision and intended to dissolve their company by December 31, 2024. In response, the Franklin Municipal Planning Commission authorized staff to call all remaining sureties associated with the development. The total amount called for drainage improvements was $508,450.

To fulfill the outstanding infrastructure obligations, the City solicited bids to complete the remaining drainage work. On September 18, 2025, bids were received, and Grayco Constructors, LLC was identified as the lowest responsible bidder with a proposed cost of $73,017.60.

Resolution 2025-87 authorizes the Mayor to execute COF Contract No. 2025-0262 with Grayco Constructors, LLC to complete the remaining drainage improvements. The resolution also establishes a $50,000 project contingency and authorizes the use of these funds to ensure full completion of the work.

FINANCIAL IMPACT:

The financial impact is in the amount of $73,017.60 and will be paid out of the Operating - Engineering Budget Fund (GL Code 110-82580-41600) or as determined by our finance department. In addition, a $50,000 contingency will be established should additional work need to be completed.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-87.

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR (STIPULATED PRICE)

2025-0262

This Agreement is by and between the City of Franklin, Tennessee ("Owner") and Grayco Constructors LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the City of Franklin General Conditions of the Construction Contract ("General Conditions").

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified and indicated in the Contract Documents. The Work is generally described as follows: **The work required for Lockwood subdivision will be regrading existing of erosion, stabilizing, and removing old erosion control measures. The work required at Echelon subdivision will be removing woody debris from an outfall structure and removing old erosion control measures.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Lockwood Glen/Echelon site work**

ARTICLE 3—ENGINEER

3.01 The Owner has retained City of Franklin, TN ("COF")("Engineer") as Owner's design engineer for the Project. Engineer shall have only those duties, responsibilities, rights, and authority assigned to Engineer in the Contract Documents.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and Final Completion are of the essence of the Contract.

4.02 *Contract Times*

A. The Work shall be substantially complete within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and finally complete within 5 days after Substantial Completion.

4.03 *Milestones*

A. If indicated below, parts of the Work shall be substantially completed on or before the following Milestone(s):

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1. Milestone 1: **N/A**
2. Milestone 2: **N/A**
3. Milestone 3: **N/A**

4.04 *Liquidated Damages and Bonus*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01, that Owner will suffer financial and other losses if the Work is not completed or any applicable Milestones are not achieved within the Contract Times, and that the extent of such losses is difficult to determine in advance. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay:

1. *Substantial Completion:* Contractor shall pay Owner $250_____ for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete.
2. *Completion of Remaining Work:* Contractor shall pay Owner $250_____ for each day that expires after the time specified in Paragraph 4.02 for Final Completion until the Work is finally complete.
3. *Milestones:* Contractor shall pay Owner $ N/A _____ for each day that expires after the time specified in Paragraph 4.03 for achievement of any applicable Milestones until the applicable Milestone is achieved or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 shall apply, rather than the Milestone rate.
4. Liquidated damages for failing to timely achieve any applicable Milestones, Substantial Completion, and Final Completion are mutually exclusive, and shall not be imposed concurrently. If at any time Contractor has failed to achieve more than one applicable Milestones and/or Contract Times, liquidated damages shall be calculated using the highest applicable rate in Paragraph 4.04.A.1, 2, or 3.

B. The parties acknowledge and agree that the foregoing liquidated damages are a fair and reasonable estimate of the losses Owner will suffer in the event of delay by Contractor and are not a penalty. If Owner recovers liquidated damages for a delay by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages as set forth in Paragraph 4.05.

C. *Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that, as a bonus for early completion, Owner shall pay Contractor $ N/A _____ for each day prior to the time specified in Paragraph 4.02 for Substantial Completion that the Work is substantially complete. The maximum value of the bonus shall be limited to $ N/A _____.

4.05 *Special Damages*

A. Contractor shall reimburse Owner (1) for all fines and penalties imposed on Owner as a result of Contractor's failure to achieve Substantial Completion within the time specified in

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Paragraph 4.02 for Substantial Completion, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion, until the Work is substantially complete.

B. Contractor shall reimburse Owner for all actual costs reasonably incurred by Owner in mitigating or avoiding delays and disruptions to the Work caused by or within the control of any of the Contractor Parties.

C. After Contractor achieves Substantial Completion, if Contractor fails to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Final Completion, until the Work is finally complete.

D. The special damages imposed in this paragraph are in addition to any liquidated damages for delayed completion established in Paragraph 4.04.

ARTICLE 5—CONTRACT PRICE

5.01 Conditioned upon Contractor's performance and completion of the Work and other obligations in accordance with the Contract Documents, Owner shall pay Contractor as set forth in Article 6 for all Work at the price(s) stated in Contractor's Bid (attached as an exhibit to this Agreement), subject to adjustment under the Contract Documents.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment shall be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work, as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made, and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

a. Ninety-five percent (95%) of Work completed (with the balance being retainage); and

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b. Ninety-five percent (95%) of cost of materials and equipment purchased, but not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay the full amount due to Contractor for Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% percent of Owner's estimate of the value of Work to be completed and corrected as shown on the punch list of items to be completed and corrected prior to Final Completion.

6.03 *Final Payment*

A. Upon Final Completion and Owner's acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner shall not make final payment unless Contractor submits written consent of the surety to such payment.

ARTICLE 7—CONTRACT DOCUMENTS AND TECHNICAL DATA

7.01 *Contents of Contract Documents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. Supplementary Conditions, if any.
4. General Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. The most recent edition of the following specifications as of the Effective Date of the Contract, except to the extent such specifications (i) do not apply based on the nature of the Project (e.g., road, bridge, street, water, or sewer), or (ii) conflict with another Contract Document identified in this Paragraph 7.01.A, in which case the conflicting provision of other Contract Document shall take precedence and control:
    a. TDOT Standard Specifications for Road and Bridge Construction.
    b. City of Franklin Street Specifications.
    c. City of Franklin Water and Sanitary Sewer Specifications.
7. Drawings listed on the attached sheet index.
8. Addenda (numbers ___ to ___, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid

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b. **[list other applicable exhibits]**

10. The following, if issued or signed on or after the Effective Date of the Contract and not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

    e. Warranty Bond.

B. The Contract Documents listed in Paragraph 7.01.A are incorporated by reference and are part of the Contract whether attached to this Agreement or not.

C. There are no Contract Documents other than those listed above in this Article 7.

D. In Case of discrepancy, the governing order of Contract documents is as follows: (1) Construction Agreement, (2) General Conditions of the Construction Contract, (3) Special Provisions, (4) Construction Plans, (5) Supplemental Specifications and (6) Standard Specifications.

E. The Contract Documents may only be amended, modified, or supplemented in a writing signed by Owner and as otherwise provided in the Contract Documents, and all such amendments, modifications, and supplementations are limited to the matters specifically addressed in the applicable writing. No one is authorized by Owner to orally amend, modify, supplement, or waive any provision, or any of Owner's or Contractor's duties and obligations under, the Contract Documents.

F. Unless otherwise expressly stated, where reference is made in this Agreement or the General Conditions to a particular Paragraph or Article number, the reference refers to the corresponding Paragraph or Article in the document in which the reference appears.

7.02 *Technical Data Regarding Existing Surface and Subsurface Conditions*

A. The following table lists the reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may reasonably rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
None	N/A	None
None	N/A	None
None	N/A	None

B. The following table lists the drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical

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Data, and specifically identifies the Technical Data upon which Contractor may reasonably rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
None	N/A	None
None	N/A	None
None	N/A	None

C. Contractor may examine during regular business hours copies of reports and drawings identified in Paragraphs 7.02.A and 7.02.B that were not included with the Bidding Documents at **[120 9th Ave South, Franklin, TN]**, or may request copies from Owner.

7.03 *Technical Data Regarding Hazardous Environmental Conditions*

A. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may reasonably rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
None	N/A	None
None	N/A	None
None	N/A	None

B. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may reasonably rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
None	N/A	None
None	N/A	None
None	N/A	None

C. Contractor may examine during regular business hours copies of reports and drawings identified in Paragraphs 7.03.A and 7.03.B that were not included with the Bidding Documents at **[120 9th Ave South, Franklin, TN]**, or may request copies from Owner.

ARTICLE 8—INSURANCE LIMITS

8.01 Contractor shall purchase and maintain the following types of insurance as more fully set forth in Article 6 of the General Conditions. Such insurance shall be written for not less than the limits set forth below.

A. *Commercial General Liability:*

Commercial General Liability	Policy limits of not less than:
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

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B. *Automobile Liability:*

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000

C. *Worker's Compensation and Employer's Liability*

Worker's Compensation and Employer's Liability	Policy limits of not less than:
State and Federal (as applicable)	Statutory Limit
Employer's Liability (accident – per occurrence)	$1,000,000
Employer's Liability (disease – policy limit)	$1,000,000
Employer's Liability (disease – policy limit)	$1,000,000

D. Umbrella or Excess Liability:

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$5,000,000
General Aggregate	$5,000,000

ARTICLE 9—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

9.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that might affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that might affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents or otherwise made available to Contractor with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions at or adjacent to the Site that have been identified in the

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Contract Documents or otherwise made available to Contractor, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Technical Data, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to above, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other provisions of the Contract Documents.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents and Technical Data, and the resolution thereof by Owner or Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all requirements for performance of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performance of the Work as required by the Contract Documents.

12. Contractor is authorized to do business in Tennessee, and is properly licensed and registered as necessary by or with all governmental and public and quasi-public authorities having jurisdiction over the Contractor, the Work, and the Project.

13. Contractor possesses a high level of experience, expertise, and competence in the business of administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of the Project, and shall perform the Work with the care, skill, and diligence of such a contractor.

9.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, bidding for, or entering into the Contract. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding or contracting process, (b) to establish Bid or Contract prices at artificial, non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding or contracting process.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement shall be effective on _____, 20__ (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Franklin, Tennessee	Grayco Constructors LLC
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: October 2, 2025
(date signed)	*(date signed)*
Name: _____	Name: Grayson Cochran
(typed or printed)	*(typed or printed)*
Title: _____	Title: Owner
(typed or printed)	*(typed or printed)*
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: _____	Title: Witness
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
109 3rd Ave South	1202 Harmon Springs Rc
Franklin, TN 37064	Dickson, TN 37055
Designated Representative:	Designated Representative:
Name: _____	Name: Grayson Cochran
(typed or printed)	*(typed or printed)*
Title: _____	Title: Owner
(typed or printed)	*(typed or printed)*
Address:	Address:
	1202 Harmon Springs Road
	Dickson, TN 37055
Phone:	Phone: 615-934-5542
Email:	Email: gc@graycollc.com
	License No.: 79739
	(where applicable)
	State: TN

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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00540 – RETAINAGE AGREEMENT

(Required on all Contracts Greater than or equal to $500,000)

(for COF Contract No. 2025-0262)

THIS AGREEMENT, is made and entered into on this _____day of _____, 20__, by and among the **City of Franklin** ("Owner"); Grayco Constructors LLC ("Contractor"); and Lineage Bank, a corporation organized and existing under the laws of the United States of America, with offices located in Franklin, TN ("Bank").

WITNESSETH:

WHEREAS, the Owner and the Contractor have heretofore entered COF Contract No. **2025-0262**, (the "Contract"), whereby the Contractor will make improvements to certain real property of the Owner, pursuant to a certain project known as **Echelon/Lockwood Glen Site Infrastructure Project Completion - Grading Contractor Service**s ("Project") located in Franklin, Tennessee, with the contract providing that the Owner is to retain a percent of all payment requests of the Contractor, all as more specifically set forth in the Contract, to which specific reference is hereby made; and

WHEREAS, the Owner and the Contractor are desirous of creating an escrow account with Bank for the deposit of such retainage; and

WHEREAS, the Bank has agreed to act as escrow agent to receive and hold the retainage paid to it until the receipt of a release or partial release by the Owner.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. The Owner hereby agrees to pay all retainage held pursuant to the Contract to the Bank, to be held in escrow by the Bank in a separate interest-bearing account (the "Escrow Account"). Funds held will not be commingled with any other funds owned by the Bank or any third party, but will at all times remain segregated and subject to identification as the particular funds deposited and held for the purposes of retainage for the Project.
2. The Escrow Account shall be owned by the Contractor, except to the extent ownership thereof is affected by the assignment to the Owner pursuant to the terms hereof.
3. The Contractor shall and hereby does conditionally assign all its ownership interest in the Escrow Account, including its power to make withdrawals therefrom, to the Owner. This conditional assignment shall terminate upon the Owner's execution of release, to the extent of such release.
4. So long as retainage remains on deposit and the Contractor is not in default of the Contract, all interest earned on deposited retainage shall go to the Contractor less any custodial care and servicing costs.
5. When the Owner determines, upon the request of the Contractor, in accordance with the provisions of the Contract, that the Contractor is entitled to all or a portion of the retainage, the Owner shall forward a written release to the Bank, substantially in the forms attached hereto as Exhibit A or Exhibit B, whereupon all or a portion of the amounts held in the Escrow Account will be released and paid, together with any remaining interest thereon, to the Contractor by the Bank within five (5) business days.

6. Should a dispute arise between the Owner and the Contractor whereby the Owner fails to execute and deliver a release to the Bank, the Bank shall not be liable to either the Owner or the Contractor for failure to deliver the amounts on deposit in the Escrow Account, with interest thereon, to the Contractor. The Bank shall transfer the amounts on deposit in the Escrow Account to the Owner upon the Owner's written request and shall not be liable to the Contractor for such action. In the event that litigation ensues between the Owner and the Contractor, the Bank shall tender into the registry or custody of any court of competent jurisdiction all assets or property held by the Bank pursuant to the terms of this Agreement, together with such pleadings as it deems appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement.
7. The Bank may resign as Escrow Agent by providing notice to the Owner. Upon termination, all money deposited shall be promptly transferred back to the Owner.
8. The Contractor will execute a retainage bank vendor form with the City's Finance Department no later than five (5) business days from execution of this Agreement.
9. On a monthly basis, within the first week following the end of the prior month, the Bank shall provide to the Owner a statement of the dedicated Escrow Account. The statements will be reconciled by the Owner. Should any discrepancies be found, the Owner will alert the Bank and the Bank will have ten (10) business days to respond to the Owner with their findings or resolution.
10. The Bank shall be liable to the Owner for any loss suffered by the Owner as a result of the Bank's breach of this Agreement.
11. This Agreement supersedes any existing contract between the parties hereto relative to the matters contained herein.

City of Franklin:

Signature: _____

Dr. Ken Moore
Mayor

Contractor:

Signature: _____
Print Name: Grayson Cochran
Title: Owner

Bank:

Signature: _____
Print Name: Chris Haynes
Title: President

Law Dept approved 07.21.25

RESOLUTION 2025-87

A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT NO. 2025-0262 WITH GRAYCO CONSTRUCTORS, LLC FOR ECHELON/LOCKWOOD GLEN SITE INFRASTRUCTURE PROJECT COMPLETION – GRADING CONTRACTOR SERVICES

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

WHEREAS, the City of Franklin has identified the need for regrading services for Lockwood Glen subdivision and removing woody debris from Echelon subdivision; and

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

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

WHEREAS, funds have been allocated and are available in the Operating – Engineer Budget to cover the costs associated with the contract; and

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

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

Section 1. The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the City Administrator to execute COF Contract No. 2025-0262 with Grayco Constructors, LLC for the provision of grading services for the Echelon/Lockwood Glen subdivisions, as outlined in the attached contract documents (or in substantially the same form as determined by the City Administrator and/or Law Department), in an amount not to exceed Seventy-Three Thousand Seventeen and 60/100 Dollars ($73,017.60).

Section 2. Approval is granted to create an additional project contingency in the amount of Fifty Thousand and No/100 Dollars ($50,000.00) for the Echelon/Lockwood Glen Site Infrastructure Project Completion – Grading Contractor Services Project and the City Administrator is granted authority to spend the contingency as necessary.

Section 3. The City Administrator is further authorized to take any and all necessary actions to implement and administer the terms of the COF Contract No. 2025-0262, including any amendments thereto, provided such amendments do not increase the cost to the City.

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

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

ATTEST:

By:_____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By:_____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

CONSTRUCTION AGREEMENT BETWEEN OWNER AND CONTRACTOR (STIPULATED PRICE)

2025-0262

This Agreement is by and between the City of Franklin, Tennessee ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the City of Franklin General Conditions of the Construction Contract ("General Conditions").

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified and indicated in the Contract Documents. The Work is generally described as follows: **The work required for Lockwood subdivision will be regrading existing of erosion, stabilizing, and removing old erosion control measures. The work required at Echelon subdivision will be removing woody debris from an outfall structure and removing old erosion control measures.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Lockwood Glen/Echelon site work**

ARTICLE 3—ENGINEER

3.01 The Owner has retained City of Franklin, TN ("COF")("Engineer") as Owner's design engineer for the Project. Engineer shall have only those duties, responsibilities, rights, and authority assigned to Engineer in the Contract Documents.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and Final Completion are of the essence of the Contract.

4.02 *Contract Times*

A. The Work shall be substantially complete within 60 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and finally complete within 5 days after Substantial Completion.

4.03 *Milestones*

A. If indicated below, parts of the Work shall be substantially completed on or before the following Milestone(s):

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1. Milestone 1: **N/A**
2. Milestone 2: **N/A**
3. Milestone 3: **N/A**

4.04 *Liquidated Damages and Bonus*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01, that Owner will suffer financial and other losses if the Work is not completed or any applicable Milestones are not achieved within the Contract Times, and that the extent of such losses is difficult to determine in advance. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay:

1. *Substantial Completion:* Contractor shall pay Owner $250_____ for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete.
2. *Completion of Remaining Work:* Contractor shall pay Owner $250_____ for each day that expires after the time specified in Paragraph 4.02 for Final Completion until the Work is finally complete.
3. *Milestones:* Contractor shall pay Owner $ N/A _____ for each day that expires after the time specified in Paragraph 4.03 for achievement of any applicable Milestones until the applicable Milestone is achieved or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 shall apply, rather than the Milestone rate.
4. Liquidated damages for failing to timely achieve any applicable Milestones, Substantial Completion, and Final Completion are mutually exclusive, and shall not be imposed concurrently. If at any time Contractor has failed to achieve more than one applicable Milestones and/or Contract Times, liquidated damages shall be calculated using the highest applicable rate in Paragraph 4.04.A.1, 2, or 3.

B. The parties acknowledge and agree that the foregoing liquidated damages are a fair and reasonable estimate of the losses Owner will suffer in the event of delay by Contractor and are not a penalty. If Owner recovers liquidated damages for a delay by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages as set forth in Paragraph 4.05.

C. *Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that, as a bonus for early completion, Owner shall pay Contractor $ N/A _____ for each day prior to the time specified in Paragraph 4.02 for Substantial Completion that the Work is substantially complete. The maximum value of the bonus shall be limited to $ N/A _____.

4.05 *Special Damages*

A. Contractor shall reimburse Owner (1) for all fines and penalties imposed on Owner as a result of Contractor's failure to achieve Substantial Completion within the time specified in

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Paragraph 4.02 for Substantial Completion, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion, until the Work is substantially complete.

B. Contractor shall reimburse Owner for all actual costs reasonably incurred by Owner in mitigating or avoiding delays and disruptions to the Work caused by or within the control of any of the Contractor Parties.

C. After Contractor achieves Substantial Completion, if Contractor fails to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Final Completion, until the Work is finally complete.

D. The special damages imposed in this paragraph are in addition to any liquidated damages for delayed completion established in Paragraph 4.04.

ARTICLE 5—CONTRACT PRICE

5.01 Conditioned upon Contractor's performance and completion of the Work and other obligations in accordance with the Contract Documents, Owner shall pay Contractor as set forth in Article 6 for all Work at the price(s) stated in Contractor's Bid (attached as an exhibit to this Agreement), subject to adjustment under the Contract Documents.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment shall be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work, as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made, and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

a. Ninety-five percent (95%) of Work completed (with the balance being retainage); and

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b. Ninety-five percent (95%) of cost of materials and equipment purchased, but not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay the full amount due to Contractor for Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% percent of Owner's estimate of the value of Work to be completed and corrected as shown on the punch list of items to be completed and corrected prior to Final Completion.

6.03 *Final Payment*

A. Upon Final Completion and Owner's acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner shall not make final payment unless Contractor submits written consent of the surety to such payment.

ARTICLE 7—CONTRACT DOCUMENTS AND TECHNICAL DATA

7.01 *Contents of Contract Documents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. Supplementary Conditions, if any.
4. General Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. The most recent edition of the following specifications as of the Effective Date of the Contract, except to the extent such specifications (i) do not apply based on the nature of the Project (e.g., road, bridge, street, water, or sewer), or (ii) conflict with another Contract Document identified in this Paragraph 7.01.A, in which case the conflicting provision of other Contract Document shall take precedence and control:
    a. TDOT Standard Specifications for Road and Bridge Construction.
    b. City of Franklin Street Specifications.
    c. City of Franklin Water and Sanitary Sewer Specifications.
7. Drawings listed on the attached sheet index.
8. Addenda (numbers ___ to ___, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid

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b. **[list other applicable exhibits]**

10. The following, if issued or signed on or after the Effective Date of the Contract and not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

    e. Warranty Bond.

B. The Contract Documents listed in Paragraph 7.01.A are incorporated by reference and are part of the Contract whether attached to this Agreement or not.

C. There are no Contract Documents other than those listed above in this Article 7.

D. In Case of discrepancy, the governing order of Contract documents is as follows: (1) Construction Agreement, (2) General Conditions of the Construction Contract, (3) Special Provisions, (4) Construction Plans, (5) Supplemental Specifications and (6) Standard Specifications.

E. The Contract Documents may only be amended, modified, or supplemented in a writing signed by Owner and as otherwise provided in the Contract Documents, and all such amendments, modifications, and supplementations are limited to the matters specifically addressed in the applicable writing. No one is authorized by Owner to orally amend, modify, supplement, or waive any provision, or any of Owner's or Contractor's duties and obligations under, the Contract Documents.

F. Unless otherwise expressly stated, where reference is made in this Agreement or the General Conditions to a particular Paragraph or Article number, the reference refers to the corresponding Paragraph or Article in the document in which the reference appears.

7.02 *Technical Data Regarding Existing Surface and Subsurface Conditions*

A. The following table lists the reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may reasonably rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
None	N/A	None
None	N/A	None
None	N/A	None

B. The following table lists the drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical

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Data, and specifically identifies the Technical Data upon which Contractor may reasonably rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
None	N/A	None
None	N/A	None
None	N/A	None

C. Contractor may examine during regular business hours copies of reports and drawings identified in Paragraphs 7.02.A and 7.02.B that were not included with the Bidding Documents at **[120 9th Ave South, Franklin, TN]**, or may request copies from Owner.

7.03 *Technical Data Regarding Hazardous Environmental Conditions*

A. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may reasonably rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
None	N/A	None
None	N/A	None
None	N/A	None

B. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may reasonably rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
None	N/A	None
None	N/A	None
None	N/A	None

C. Contractor may examine during regular business hours copies of reports and drawings identified in Paragraphs 7.03.A and 7.03.B that were not included with the Bidding Documents at **[120 9th Ave South, Franklin, TN]**, or may request copies from Owner.

ARTICLE 8—INSURANCE LIMITS

8.01 Contractor shall purchase and maintain the following types of insurance as more fully set forth in Article 6 of the General Conditions. Such insurance shall be written for not less than the limits set forth below.

A. *Commercial General Liability:*

Commercial General Liability	Policy limits of not less than:
General Aggregate	$2,000,000
Products—Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000

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B. *Automobile Liability:*

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000

C. *Worker's Compensation and Employer's Liability*

Worker's Compensation and Employer's Liability	Policy limits of not less than:
State and Federal (as applicable)	Statutory Limit
Employer's Liability (accident – per occurrence)	$1,000,000
Employer's Liability (disease – policy limit)	$1,000,000
Employer's Liability (disease – policy limit)	$1,000,000

D. Umbrella or Excess Liability:

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	$5,000,000
General Aggregate	$5,000,000

ARTICLE 9—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

9.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that might affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that might affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Contract Documents or otherwise made available to Contractor with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions at or adjacent to the Site that have been identified in the

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Contract Documents or otherwise made available to Contractor, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Technical Data, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to above, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other provisions of the Contract Documents.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents and Technical Data, and the resolution thereof by Owner or Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all requirements for performance of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performance of the Work as required by the Contract Documents.

12. Contractor is authorized to do business in Tennessee, and is properly licensed and registered as necessary by or with all governmental and public and quasi-public authorities having jurisdiction over the Contractor, the Work, and the Project.

13. Contractor possesses a high level of experience, expertise, and competence in the business of administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of the Project, and shall perform the Work with the care, skill, and diligence of such a contractor.

9.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, bidding for, or entering into the Contract. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding or contracting process, (b) to establish Bid or Contract prices at artificial, non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding or contracting process.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement shall be effective on _____, 20__ (which is the Effective Date of the Contract).

Owner:	Contractor:
City of Franklin, Tennessee	
(typed or printed name of organization)	*(typed or printed name of organization)*
By: _____	By: _____
(individual's signature)	*(individual's signature)*
Date: _____	Date: _____
(date signed)	*(date signed)*
Name: _____	Name: _____
(typed or printed)	*(typed or printed)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
Attest: _____	Attest: _____
(individual's signature)	*(individual's signature)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
Address for giving notices:	Address for giving notices:
109 3rd Ave South	
Franklin, TN 37064	
Designated Representative:	Designated Representative:
Name: _____	Name: _____
(typed or printed)	*(typed or printed)*
Title: _____	Title: _____
(typed or printed)	*(typed or printed)*
Address:	Address:
Phone: _____	Phone: _____
Email: _____	Email: _____
	License No.: _____
	(where applicable)
	State: _____

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 21-01297

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Vernon Gerth, Asst. City Administrator Community Development
Walter Denton, Asst. City Administrator Community Development

SUBJECT:

Discussion Concerning The Peytonsville Road Improvements Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Peytonsville Road Improvements Project.

BACKGROUND/STAFF COMMENTS:
The Erickson Senior Living PUD Subdivision submitted a Traffic Impact Analysis (TIA) to the City of Franklin, which was reviewed by City staff and a third-party consultant. The TIA recommends constructing a four-lane, median-divided roadway from McBride Lane to the northern boundary of the development, consistent with the City's Comprehensive Transportation Network Plan.

Under this recommendation, Erickson Senior Living would be responsible for building two northbound lanes, a center median, and one southbound lane. The second southbound lane is anticipated to be constructed in the future as part of the Reams-Fleming Development.

To pursue a more coordinated and cost-effective solution, City staff has held multiple meetings with adjacent property owners—Erickson Senior Living, Reams-Fleming Development, and Chapter 2 Investment LLC. The goal of these discussions has been to establish a partnership that avoids a piecemeal approach and enables delivery of a larger, more efficient roadway project ahead of major development along Goose Creek Bypass and Peytonsville Road.

City staff will present the following three alternatives to the Board of Mayor and Aldermen for direction:

- **Option 1:** Peytonsville Road Improvements (McBride Lane to the northern property line) with two northbound lanes and one southbound lane

- **Option 2:** Peytonsville Road Improvements (McBride Lane to the northern property line) with two northbound lanes and two southbound lanes
- **Option 3:** Full Build Option – Goose Creek Bypass and Peytonsville Road improvements

Regardless of the selected alternative which will be discussed in mid-2026, at this time, staff recommends proceeding with the full design associated with Option 3 to ensure proper vertical and horizontal alignment of the roadway and to limit impacts on adjacent property owners.

All three property owners have verbally agreed to cover costs associated with utility relocation, turn lanes, and traffic signals not included in the City's Traffic Signal Master Plan. Property acquisition would be dedicated to the City, and developers would enter into a road impact fee reimbursement agreement to recover costs related to the dedication.

This collaborative approach is expected to reduce overall project costs and streamline delivery of critical infrastructure improvements.

FINANCIAL IMPACT:

Based on the latest Capital Improvement Program Financing Model, the total estimated cost for the project is **$8,000,000**. Below is a breakdown of the projected costs associated with each alternative:

- **Option 1:** Peytonsville Road Improvements (McBride Lane to the northern property line)
  Two northbound lanes and one southbound lane
  Estimated Cost: $5,871,648

- **Option 2:** Peytonsville Road Improvements (McBride Lane to the northern property line)
  Two northbound lanes and two southbound lanes
  Estimated Cost: $10,750,000

- **Option 3:** Full Build Option – Goose Creek Bypass and Peytonsville Road Improvements
  Estimated Cost: $12,500,000

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen authorize initiation of the full design for the roadway improvements. Advancing the complete design effort will ensure proper vertical and horizontal alignment and allow for a comprehensive evaluation of the corridor.

Once right-of-way plans are finalized, staff will return to the Board to revisit the three build alternatives and confirm the preferred option. This phased approach will also enable staff to refine the cost estimates and present a more accurate financial impact for each alternative.

OPTION 1
EST. COST - $5,871,648



0 50 100 200

REVISION RECORD

NO	DATE	DESCRIPTION

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLING, TN 37064
615-791-3218

PEYTONSVILLE ROAD
OPTION 1
10/16/2025

DATE:
CONTRACT NO:
DRAWN BY:
APPROVED BY:

SHEET 1 OF 1

OPTION 2
EST. COST - $10,750,000



0 50 100 200

REVISION RECORD

NO	DATE	DESCRIPTION

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLING, TN 37064
615-791-3218

PEYTONSVILLE ROAD OPTION 2 10/16/2025

DATE:
CONTRACT NO:
DRAWN BY:
APPROVED BY:

SHEET 1 OF 1

OPTION 3
EST. COST - $12,500,000



0 50 100 200

REVISION RECORD

NO	DATE	DESCRIPTION

CITY OF FRANKLIN, TN
ENGINEERING DEPARTMENT
109 3RD AVE SOUTH
FRANKLING, TN 37064
615-791-3218

PEYTONSVILLE ROAD
OPTION 3
10/16/2025

DATE:
CONTRACT NO:
DRAWN BY:
APPROVED BY:

SHEET 1 OF 1

File #: 21-0997

DATE: 11/11/2025

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 Resolution 2025-69, A Resolution Endorsing The Creekside Master Plan And Supporting The Preservation, Interpretation, And Connectivity Of The Thomas Shute House Surrounding Property
JCW 9/25/25
FMPC 9/25/25, 9-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning endorsing the Creekside Master Plan and supporting the preservation, interpretation, and connectivity of the Thomas Shute House surrounding property.

BACKGROUND/STAFF COMMENTS:

The City of Franklin is committed to preserving its cultural, architectural, and agricultural heritage, and recognizes the importance of safeguarding historically significant properties for future generations. The Thomas Shute House, constructed in 1845, stands as a distinguished example of mid-19th century Greek Revival architecture and remains one of the best-preserved antebellum homes in Williamson County. The Creekside property, located on 4.8 acres near Spencer Creek and Franklin Road, retains original architectural elements and historic outbuildings, including a stone springhouse, frame barn, and chicken coop, and reflects the region's agricultural legacy dating back to its use as a dairy farm established by John B. McEwen in 1876. The property's lineage includes notable figures such as William Shute, John B. McEwen, Reverend William L. Rosser, and Ella "Marion" Adkerson, and its location along a historically significant route to Nashville saw substantial Civil War military traffic. The Creekside property is surrounded by City of Franklin–owned parcels and lies within a network of parks and trails, offering opportunities for active and passive recreation, pedestrian connectivity, and cultural interpretation. The City supports the development of Creekside as a Welcome Center with an agricultural focus, serving as a gateway to Franklin's historic and agri-tourism destinations. The City encourages the integration of Creekside into the broader pedestrian infrastructure network, including connections to Bicentennial Park, Ropers Knob, Harlinsdale Farm, and other city-owned lands.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-69.

RESOLUTION 2025-69

A RESOLUTION APPROVING THE CREEKSIDE MASTER PLAN AND SUPPORTING THE PRESERVATION, INTERPRETATION, AND CONNECTIVITY OF THE THOMAS SHUTE HOUSE AND SURROUNDING PROPERTY

WHEREAS, the City of Franklin is committed to preserving its cultural, architectural, and agricultural heritage, and recognizes the importance of safeguarding historically significant properties for future generations; and

WHEREAS, the Thomas Shute House, constructed in 1845, stands as a distinguished example of mid-19th century Greek Revival architecture and remains one of the best-preserved antebellum homes in Williamson County; and

WHEREAS, the Creekside property, located on 4.8 acres near Spencer Creek and Franklin Road, retains original architectural elements and historic outbuildings, including a stone springhouse, frame barn, and chicken coop, and reflects the region's agricultural legacy dating back to its use as a dairy farm established by John B. McEwen in 1876; and

WHEREAS, the property's lineage includes notable figures such as William Shute, John B. McEwen, Reverend William L. Rosser, and Ella "Marion" Adkerson, and its location along a historically significant route to Nashville saw substantial Civil War military traffic; and

WHEREAS, the Creekside property is surrounded by City of Franklin-owned parcels and lies within a network of parks and trails, offering opportunities for active and passive recreation, pedestrian connectivity, and cultural interpretation; and

WHEREAS, the site's picturesque landscape of open lawns, mature tree canopies, and proximity to Spencer Creek provides ecological and aesthetic value, while the existing railroad crossing offers a unique opportunity for pedestrian linkage to adjacent properties; and

WHEREAS, the Creekside Master Plan envisions the development of the site as a Welcome Center with an agricultural focus, supporting low-impact land use, family-friendly cottage industry, and regional agri-tourism efforts that celebrate Franklin's farming heritage; and

WHEREAS, the property's strategic location near Franklin Road and Mack Hatcher Parkway enhances multimodal accessibility and positions Creekside as a gateway to Historic Downtown Franklin and surrounding recreational destinations; and

WHEREAS, proposed on-site trails will connect Creekside to The Park at Harlinsdale Farm, Chestnut Bend Trail, Franklin Road sidewalks and other City-owned lands, while offering interpretive opportunities to highlight the site's historical significance, agricultural legacy, and Civil War connections; and

WHEREAS, enhancements such as educational signage, local artwork displays, and a children's story walk will further engage visitors and foster community appreciation for the site's heritage; and

WHEREAS, all improvements must be sensitive to the site's natural features, including Spencer Creek and its floodplain, and must comply with applicable permitting requirements and the City of Franklin's Historic Design Guidelines regarding alignment, configuration, width, and materials; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to preserve and activate the Creekside property through the implementation of the Creekside Master Plan, which promotes historical preservation, agricultural education, multimodal connectivity, and low-impact public use that reflects the character and heritage of Franklin.

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

1. That the City of Franklin formally approves the Creekside Master Plan (*attached hereto*) as a framework for the preservation, interpretation, and adaptive reuse of the Thomas Shute House and surrounding property.

2. That the City approves the development of Creekside as a Welcome Center with an agricultural focus, serving as a gateway to Franklin's historic and agri-tourism destinations.

3. That the City encourages the integration of Creekside into the broader pedestrian infrastructure network, including connections to Bicentennial Park, Ropers Knob, Harlinsdale Farm, and other City-owned lands.

4. That the City encourages the implementation of interpretive trails, educational signage, and family-friendly engagement features that celebrate the site's historical and agricultural significance.

5. That all improvements shall be designed in accordance with the City of Franklin's Historic Design Guidelines and shall respect the site's natural features and regulatory requirements.

6. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

(signature page to follow)

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

ATTEST:

By:_____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By:_____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
J. Blake Harper
Assistant City Attorney



Thomas Shute House, 1987

CREEKSIDE
Master Plan

JULY 2025

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- *Vehicular Circulation* 15
- *Partnerships* 16

Next Steps 17

SITE HISTORY

The Thomas Shute House, constructed in 1845 by Thomas Shute, stands as a prominent example of mid-19th century architecture with Greek Revival influences. Set on a 4.8-acre property, this two-story brick residence reflects the central passage plan typical of its era and remains one of the best-preserved antebellum homes in the county. The house showcases original architectural elements, including its portico, exterior details, and interior plan. Notably, a one-story brickell was added in 1868 to accommodate the kitchen, servants' quarters, and a smokehouse, while a single glass door was installed around 1900. The house has been given the name "Creekside" given it's location nearby Spencer Creek.

The property's history is intertwined with several notable figures. Initially purchased by William Shute in 1801, it was later sold in 1866 to John B. McEwen, a significant local figure who acquired the home for his daughter and son-in-law, Reverend William L. Rosser. Under the Rossers, the estate was known for its well-regarded farming operations. The home remained in the Rosser family lineage until it was owned by Ella "Marion" Adkerson, a descendant of the Rossers, until her death in 2003.

Throughout its history, the property has witnessed various changes in ownership and usage, including a brief period with Wright Stanley and later John Campbell. Creekside is located along a main route to Nashville that saw significant military traffic during the Civil War and remains a well-traveled thoroughfare today. Throughout these transitions, the house and its outbuildings—such as the stone springhouse, frame barn, and chicken coop—have retained their historical integrity. In recent years, faced with development threats, the Franklin Preservation Partners have stepped in to preserve Creekside, ensuring the Thomas Shute House remains a lasting testament to the area's rich history.



Thomas Shute House, 2024



Barn on site, 1987



Thomas Shute House, 1987

While the historic structures on this property are a key part of Franklin's broader story, the site also holds significant potential to highlight the region's agricultural heritage—serving as a gateway to the farming history of Franklin and Williamson County.

The agricultural history of Creekside dates to 1866 when John B. McEwen, former mayor of Franklin and one of its most prominent citizens purchased the home for his daughter, Sarah "Sallie" Florence and her husband, Reverend William L. Rosser as a wedding gift.

Reverend Rosser worked the land as an active farm but sadly, the passing of Sallie shortly after the birth of their first child, Florence, resulted in Rosser moving from the home by 1870. The land however, remained in agricultural use for some time and by 1876, John McEwen established and operated a dairy farm on the property, managed by a Canadian dairy farmer. The dairy operated successfully for many years.



Thomas Shute House, 1987

SITE CONTEXT

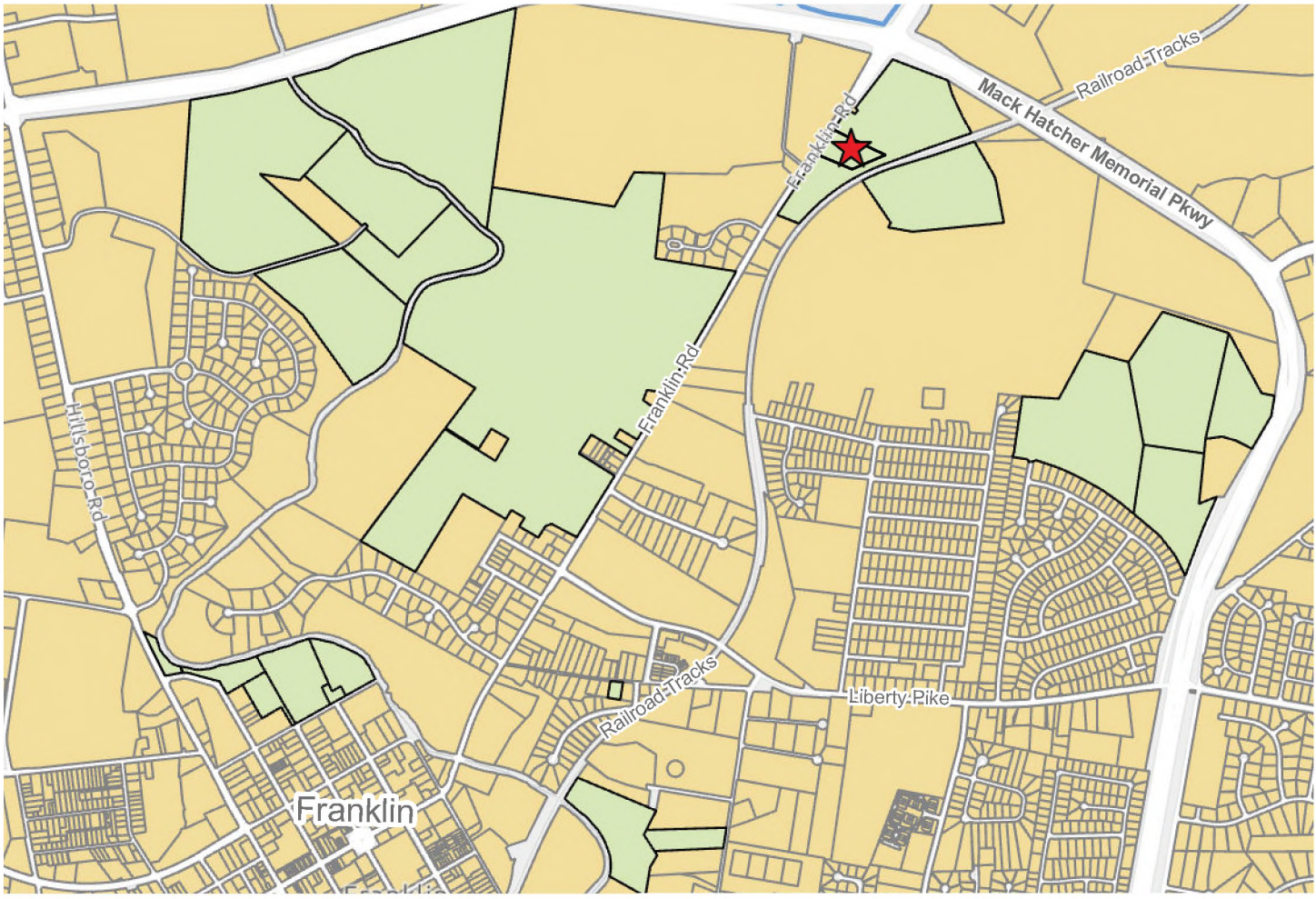
Vicinity Map

The Creekside property is situated between Cool Springs and Historic Downtown Franklin, to the west of Interstate 65. It is located just south of the intersection of Mack Hatcher Parkway and Franklin Road, at the northern end of the Franklin Pike corridor leading into Historic Downtown Franklin. This site, rich in the history of Franklin, is part of an established network of parks and trails, with potential for connecting pedestrians to the existing green corridor and pedestrian infrastructure.



City Owned Properties

This map highlights city owned properties near the Creekside property, illustrating the extent of preserved land under city ownership. The prominent location of the Creekside property along Franklin Road and near other city parcels makes this a key piece in the area northeast of downtown. The following pages will outline site opportunities and potential connections between the Creekside property with other city owned lands and regional agri-tourism destinations.



Legend

- City of Franklin Limits
- Parcels
- Parcels owned by the City of Franklin
- Franklin Creekside property

0 0.17 0.35 0.7 Miles

N W E S

Connectivity Map

In addition to being rooted within the rich history of Franklin, the Creekside property sits among an existing, established system of parks and trails, with potential for increased connectivity among these lands to provide greater recreational opportunities for residents and visitors alike. This map highlights potential pedestrian connections around the site, connecting it to existing pedestrian infrastructure and destinations around the city. Proposed pedestrian connections outlined on the map below include:

- Connection to the existing multi-use trail along Mack Hatcher Memorial Parkway
- Connection to Ropers Knob, just under 60 acres of forested leisure recreation opportunities
- Connection to Harlinsdale Farm, 200 acres of active and passive recreation opportunities
- Connection to 54 acres of undeveloped city property near the water plant
- Connection to the Bicentennial trail and Bicentennial park
- Connection to the existing trail system that connects to the Franklin Recreation Complex



Legend

Site Location
Proposed Connectivity
Existing Pedestrian Infrastructure

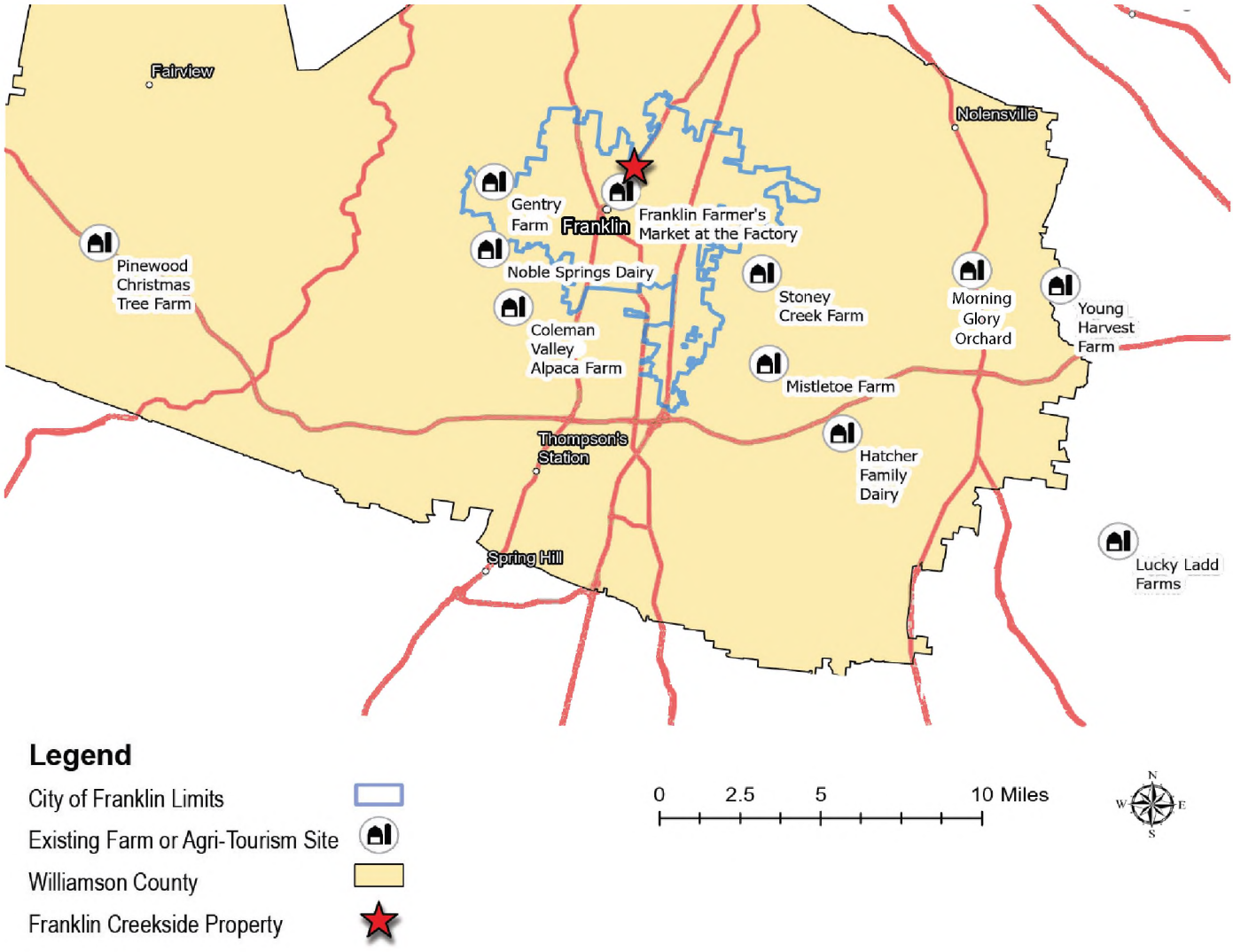
Parks
Proposed Pedestrian Crossing
City Owned Property

0 0.3 0.6 1.2 Miles

Farm Life in Williamson County

Capitalizing on the site's rich agricultural history, its unique proximity to adjacent farmlands, and the growing focus on agri-tourism in Williamson County presents an opportunity to develop the site as a welcome center with an agricultural focus that captures traffic coming to Historic Franklin. This creates an opportunity to expand and grow a low-impact land use that supports a family-friendly cottage industry within the agri-business sector. It also helps preserve and celebrate the history of the home and surrounding area.

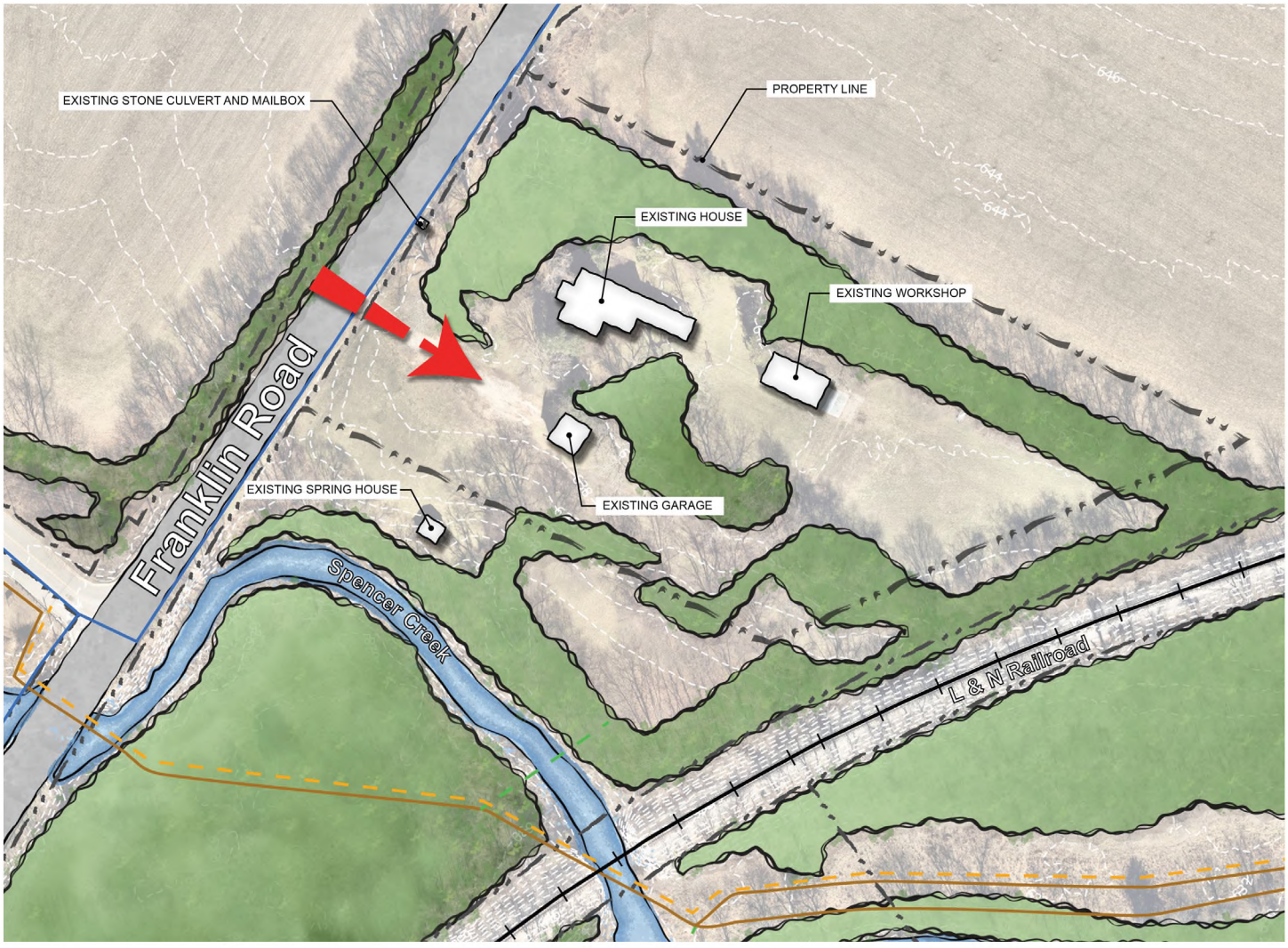
This type of use could also strengthen the region's farm-based agri-tourism efforts by providing a stopping point where residents and visitors can better explore, connect with, and understand the area. The map below identifies some of the agri-tourism destinations around Williamson County and the Creekside property.



Existing Conditions

This map details the current utility lines, existing buildings, railroad, roads, landscape features, and parcel boundaries in and around the project area, providing a comprehensive overview of the site's infrastructure and natural elements. The Creekside property is located directly off of Franklin Road and is surrounded by City of Franklin owned property, providing opportunities for future connection and active and passive recreation. Three existing structures exist on the Creekside property and one existing structure on the adjacent property to the south.

The picturesque landscape is composed of open grassy lawns and clustered mature tree canopies, providing areas of pleasant sun and shade. Spencer Creek—a tributary of the Harpeth River—winds through the southern portion of the property, where it is crossed by an existing railroad. This unique feature offers both water access and a pedestrian connection to adjacent properties.





Front of Thomas Shute House



Inside of existing workshop on site



Existing garage on site



Side of Thomas Shute House



Backyard of Thomas Shute House



Spencer Creek and existing railroad bridge crossing



Open greenspace on site



Existing structure on site



Adjacent farmland



Existing structure on site



Existing stone stairs and mailbox on site



Existing springhouse on site

SITE OPPORTUNITIES

Pedestrian Connectivity

The Creekside property's proximity to Franklin Road and existing pedestrian infrastructure provides improved multimodal site accessibility for future users. Pedestrian trails will link the site to the broader pedestrian infrastructure network, connecting it with Bicentennial and Historic Downtown Franklin, as well as greenways and recreational areas like the Mack Hatcher Multiuse Trail, Ropers Knob, and the Franklin Recreation Complex. In addition to providing connection to the surrounding existing pedestrian infrastructure and green corridor, the addition of on-site trails provides opportunities to highlight the site's historical significance, its past use in agriculture and dairy, and its role during the Civil War. Enhancements such as educational signage, displays of local artwork, and a children's story walk can further engage visitors.

The implementation of these connections will need to be sensitive to the existing natural features of the site. If improvements are completed within the floodplain and floodway, additional permitting exercises will need to be completed. New sidewalks and walkways will need to follow the historic patterns of alignment, configuration, width, and materials in conformance with the Franklin Historic Design Guidelines.



Legend

Trail Opportunities

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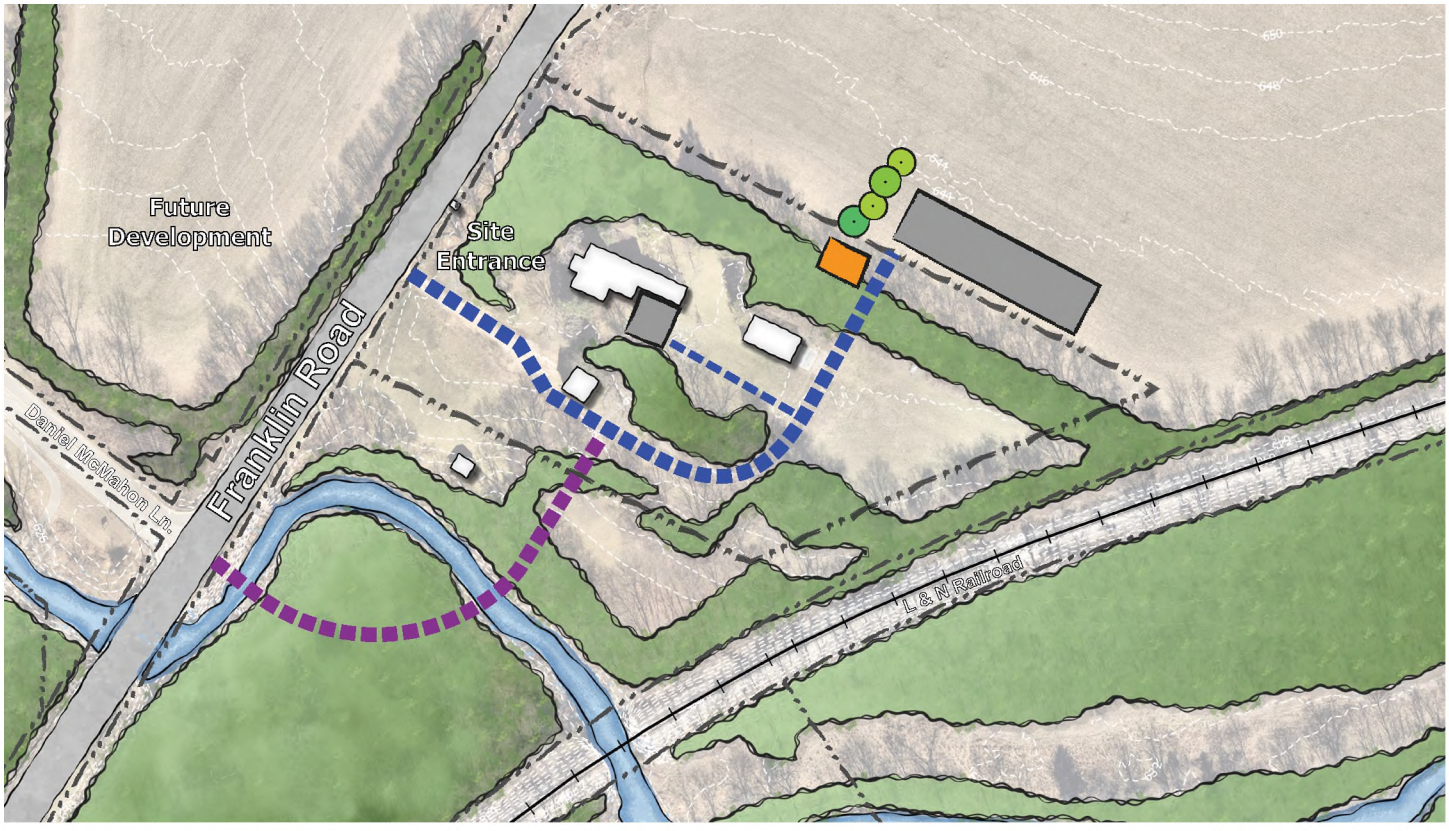
0 0.02 0.04 0.08 M

Vehicular Circulation

Due to the historic and aesthetic nature of the property, vehicular circulation should limit disturbance of viewsheds and be sensitive to the existing site components. A proposed road around the site could provide access to a future visitor parking area.

The increased vehicular and pedestrian traffic throughout the site for public access supports the need for a larger driveway and parking area. The proposed parking area, located on a separate city owned parcel, will serve both parcels and align with the city's broader goals for the area. A smaller parking area with ADA-accessible stalls is proposed near the house. Additionally, a restroom building with unisex facilities near the parking area is recommended to meet visitor needs.

Depending on the future use of the adjacent property, the intersection of Daniel McMahon Lane and Franklin Road could engage with the Creekside property. If the property to the west of the site is rezoned and planned for future development, the city should consider alignment between this road and the Creekside property.



Legend

Vehicular Circulation (Phase 1)

Vehicular Circulation (Future)

Proposed Screening

Parking Area

Public Restroom

0 0.02 0.04 0.08 M

Partnerships

While the existing structures on site could stand alone and convey historical and architectural significance, an opportunity may exist to leverage one or more partnerships that could serve to offset some of the upkeep, maintenance, and restoration costs (as applicable) for the buildings and the site. This may include one or more of the following:

Private Partnership(s)

Should the city choose to create something on this property that would draw locals and visitors, partnering with local businesses that could utilize existing space within the home in a nominal way, while still respecting the history and elegance of the building is worth exploring. This could include a tasting room, ice cream vendor building on the historical dairy presence, a tearoom, etc. One or more of these uses would engage a third-party vendor in a partnership that could include rent payments or revenue sharing with proceeds benefiting the upkeep and future restoration of the buildings and grounds. The intensity of these uses will greatly determine the amount of parking required.

Land Leases

Portions of the property, but more likely the adjacent lands that have been cleared could be leased to farmers who then could sell their crops or ag-based products on site. This could be done via a straight land lease or a cooperative agreement.

Agri-Tourism Information Center

While a Visitors Center exists in the Historic Downtown area, a more Agri-tourism based information center could be located here that would treat the site as a gateway to the larger region for groups or individuals that are visiting.

Friends and Descendants Group

For properties such as this with multiple families involved who are generational in the area, the creation of a 'Friends and Descendants' Group may help create a keen sense of stewardship for the property and its mission. While many groups in Franklin strive to shine a light on the history of the area, this group would be focused on how this property and its owners and caretakers over time helped form and shape what Franklin is today.

While the goal is to maintain light, passive uses that preserve the property's natural and historic character, allowing private businesses to operate during specific seasons or events can support the property's long-term success.

NEXT STEPS

1. **Maintain Existing Lease**
   City to maintain existing leases on site until they are ready for construction to begin.

2. **Site Master Plan**
   The city will engage a consultant to prepare a concept plan for review and approval. Once approved, the consultant will proceed with full construction documents.

3. **Engage Community and Stakeholders**
   The city will build public and private partnerships to support the implementation of the master plan.

4. **Construct Master Plan**
   Construction will begin to implement the final design.

5. **Reopen Creekside Property**
   Celebrate the opening of this new public asset for the city!



Thomas Shute House



Thomas Shute House, 1987

CREEKSIDE
Master Plan

JULY 2025

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SITE HISTORY

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The property's history is intertwined with several notable figures. Initially purchased by William Shute in 1801, it was later sold in 1866 to John B. McEwen, a significant local figure who acquired the home for his daughter and son-in-law, Reverend William L. Rosser. Under the Rossers, the estate was known for its well-regarded farming operations. The home remained in the Rosser family lineage until it was owned by Ella "Marion" Adkerson, a descendant of the Rossers, until her death in 2003.

Throughout its history, the property has witnessed various changes in ownership and usage, including a brief period with Wright Stanley and later John Campbell. Creekside is located along a main route to Nashville that saw significant military traffic during the Civil War and remains a well-traveled thoroughfare today. Throughout these transitions, the house and its outbuildings—such as the stone springhouse, frame barn, and chicken coop—have retained their historical integrity. In recent years, faced with development threats, the Franklin Preservation Partners have stepped in to preserve Creekside, ensuring the Thomas Shute House remains a lasting testament to the area's rich history.



Thomas Shute House, 2024



Barn on site, 1987



Thomas Shute House, 1987

While the historic structures on this property are a key part of Franklin's broader story, the site also holds significant potential to highlight the region's agricultural heritage—serving as a gateway to the farming history of Franklin and Williamson County.

The agricultural history of Creekside dates to 1866 when John B. McEwen, former mayor of Franklin and one of its most prominent citizens purchased the home for his daughter, Sarah "Sallie" Florence and her husband, Reverend William L. Rosser as a wedding gift.

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Thomas Shute House, 1987

SITE CONTEXT

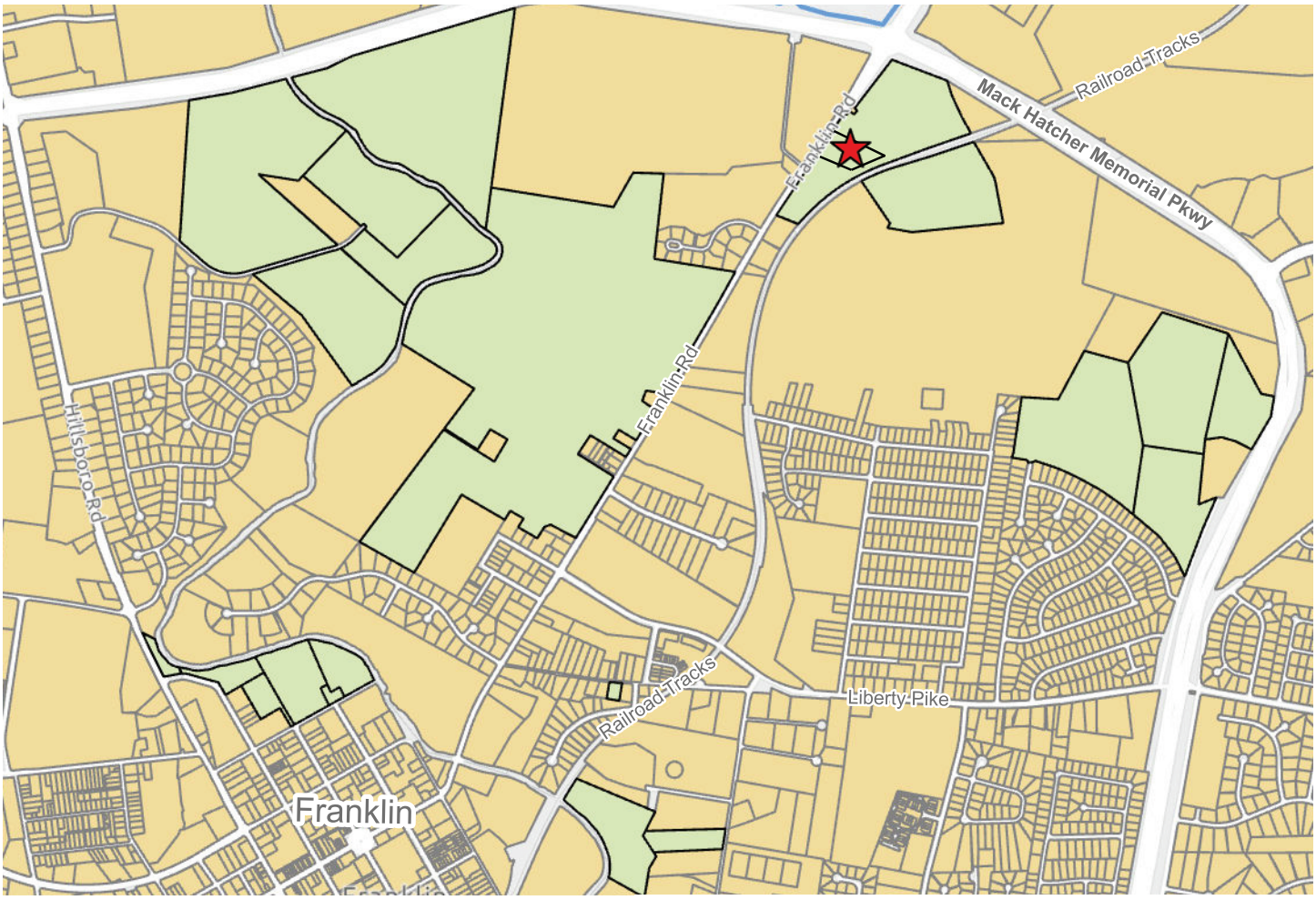
Vicinity Map

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City Owned Properties

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Legend

- City of Franklin Limits
- Parcels
- Parcels owned by the City of Franklin
- Franklin Creekside property

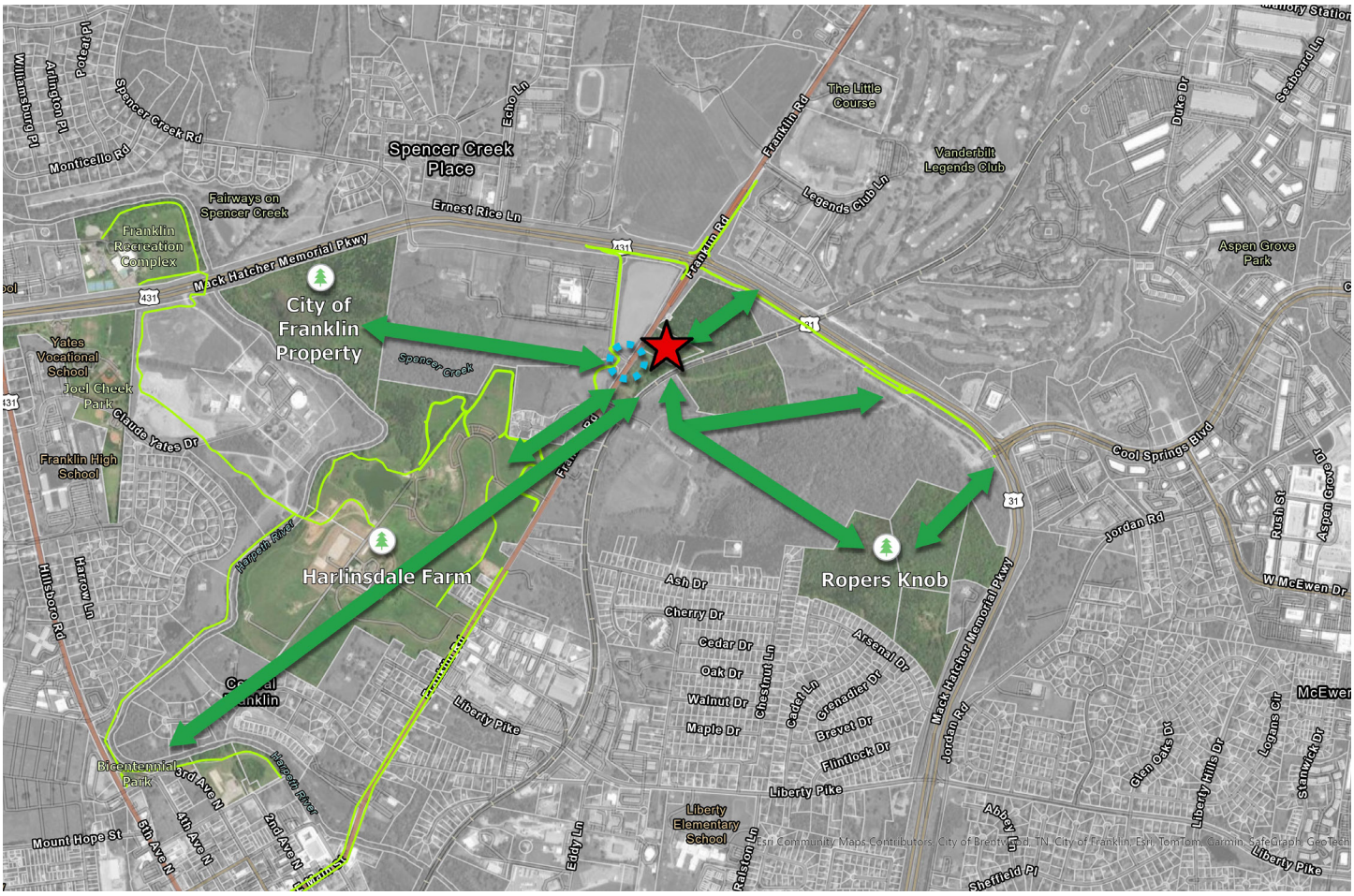
0 0.17 0.35 0.7 Miles

N W E S

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- Connection to 54 acres of undeveloped city property near the water plant
- Connection to the Bicentennial trail and Bicentennial park
- Connection to the existing trail system that connects to the Franklin Recreation Complex



Legend

Site Location
Proposed Connectivity
Existing Pedestrian Infrastructure

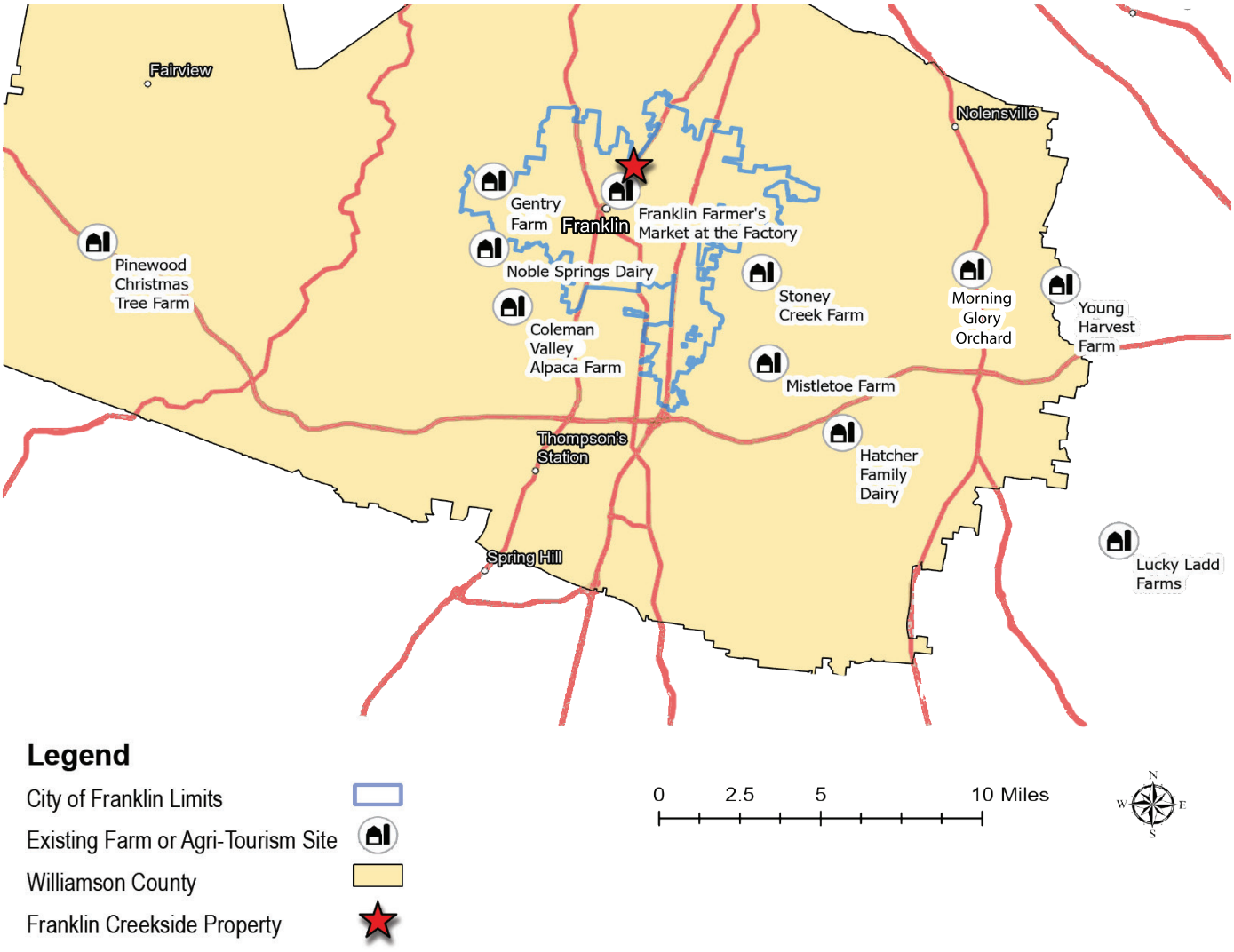
Parks
Proposed Pedestrian Crossing
City Owned Property

0 0.3 0.6 1.2 Miles

Farm Life in Williamson County

Capitalizing on the site's rich agricultural history, its unique proximity to adjacent farmlands, and the growing focus on agri-tourism in Williamson County presents an opportunity to develop the site as a welcome center with an agricultural focus that captures traffic coming to Historic Franklin. This creates an opportunity to expand and grow a low-impact land use that supports a family-friendly cottage industry within the agri-business sector. It also helps preserve and celebrate the history of the home and surrounding area.

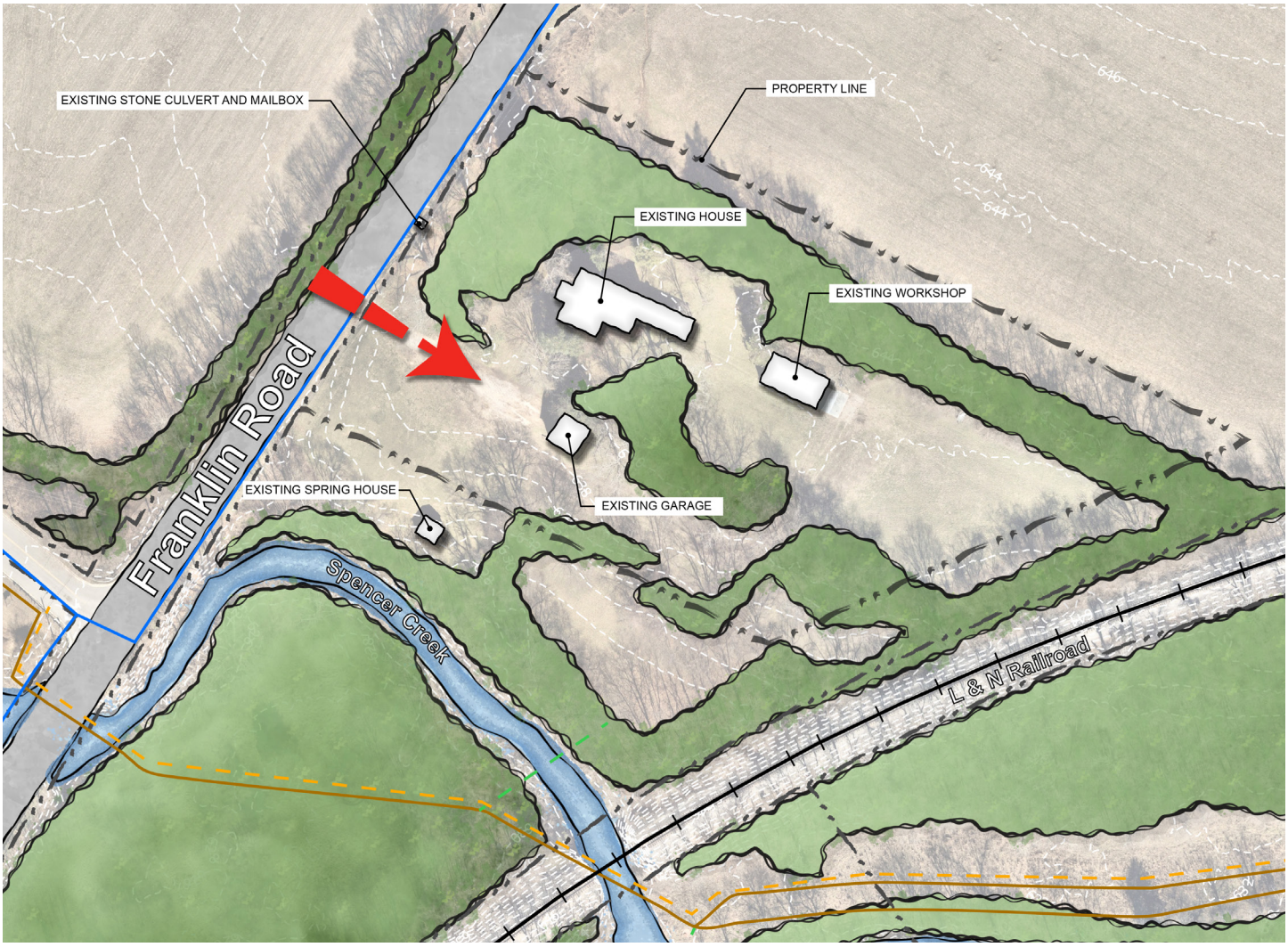
This type of use could also strengthen the region's farm-based agri-tourism efforts by providing a stopping point where residents and visitors can better explore, connect with, and understand the area. The map below identifies some of the agri-tourism destinations around Williamson County and the Creekside property.



Existing Conditions

This map details the current utility lines, existing buildings, railroad, roads, landscape features, and parcel boundaries in and around the project area, providing a comprehensive overview of the site's infrastructure and natural elements. The Creekside property is located directly off of Franklin Road and is surrounded by City of Franklin owned property, providing opportunities for future connection and active and passive recreation. Three existing structures exist on the Creekside property and one existing structure on the adjacent property to the south.

The picturesque landscape is composed of open grassy lawns and clustered mature tree canopies, providing areas of pleasant sun and shade. Spencer Creek—a tributary of the Harpeth River—winds through the southern portion of the property, where it is crossed by an existing railroad. This unique feature offers both water access and a pedestrian connection to adjacent properties.





Front of Thomas Shute House



Inside of existing workshop on site



Existing garage on site



Side of Thomas Shute House



Backyard of Thomas Shute House



Spencer Creek and existing railroad bridge crossing



Open greenspace on site



Existing structure on site



Adjacent farmland



Existing structure on site



Existing stone stairs and mailbox on site



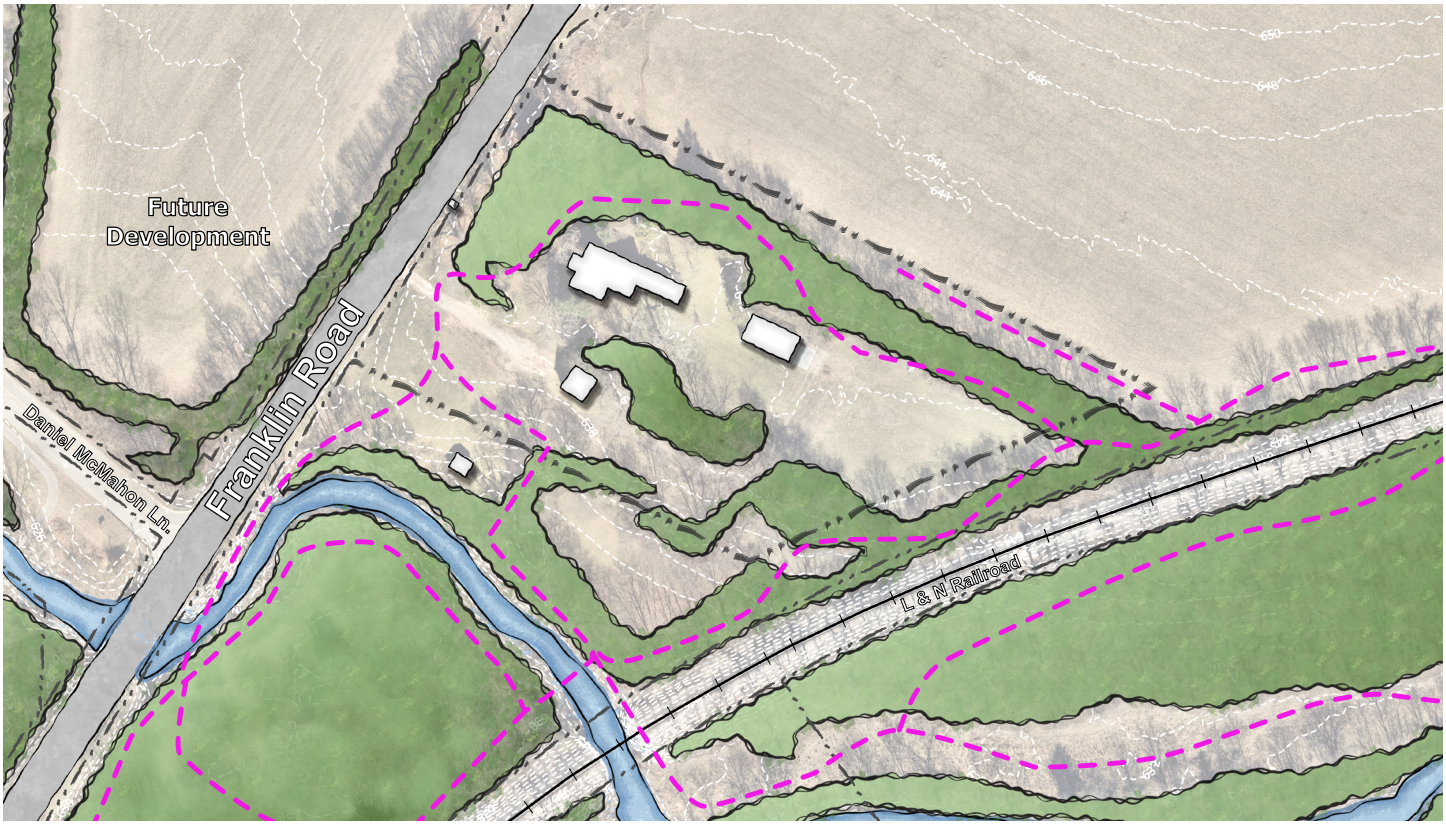
Existing springhouse on site

SITE OPPORTUNITIES

Pedestrian Connectivity

The Creekside property's proximity to Franklin Road and existing pedestrian infrastructure provides improved multimodal site accessibility for future users. Pedestrian trails will link the site to the broader pedestrian infrastructure network, connecting it with Bicentennial and Historic Downtown Franklin, as well as greenways and recreational areas like the Mack Hatcher Multiuse Trail, Ropers Knob, and the Franklin Recreation Complex. In addition to providing connection to the surrounding existing pedestrian infrastructure and green corridor, the addition of on-site trails provides opportunities to highlight the site's historical significance, its past use in agriculture and dairy, and its role during the Civil War. Enhancements such as educational signage, displays of local artwork, and a children's story walk can further engage visitors.

The implementation of these connections will need to be sensitive to the existing natural features of the site. If improvements are completed within the floodplain and floodway, additional permitting exercises will need to be completed. New sidewalks and walkways will need to follow the historic patterns of alignment, configuration, width, and materials in conformance with the Franklin Historic Design Guidelines.



Legend

Trail Opportunities

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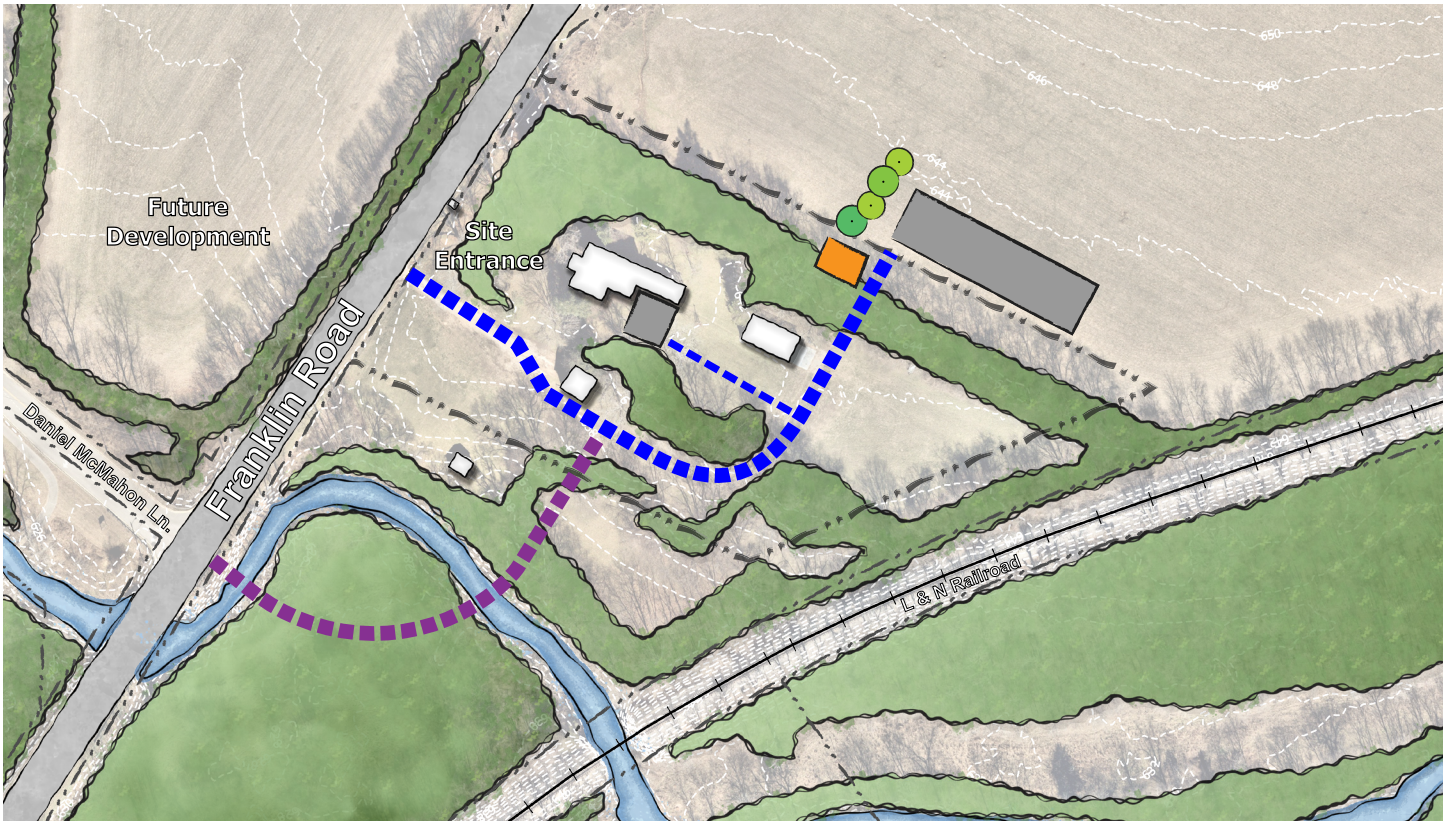
0 0.02 0.04 0.08 M

Vehicular Circulation

Due to the historic and aesthetic nature of the property, vehicular circulation should limit disturbance of viewsheds and be sensitive to the existing site components. A proposed road around the site could provide access to a future visitor parking area.

The increased vehicular and pedestrian traffic throughout the site for public access supports the need for a larger driveway and parking area. The proposed parking area, located on a separate city owned parcel, will serve both parcels and align with the city's broader goals for the area. A smaller parking area with ADA-accessible stalls is proposed near the house. Additionally, a restroom building with unisex facilities near the parking area is recommended to meet visitor needs.

Depending on the future use of the adjacent property, the intersection of Daniel McMahon Lane and Franklin Road could engage with the Creekside property. If the property to the west of the site is rezoned and planned for future development, the city should consider alignment between this road and the Creekside property.



Legend

Vehicular Circulation (Phase 1)

Vehicular Circulation (Future)

Proposed Screening

Parking Area

Public Restroom

0 0.02 0.04 0.08 M

Partnerships

While the existing structures on site could stand alone and convey historical and architectural significance, an opportunity may exist to leverage one or more partnerships that could serve to offset some of the upkeep, maintenance, and restoration costs (as applicable) for the buildings and the site. This may include one or more of the following:

Private Partnership(s)

Should the city choose to create something on this property that would draw locals and visitors, partnering with local businesses that could utilize existing space within the home in a nominal way, while still respecting the history and elegance of the building is worth exploring. This could include a tasting room, ice cream vendor building on the historical dairy presence, a tearoom, etc. One or more of these uses would engage a third-party vendor in a partnership that could include rent payments or revenue sharing with proceeds benefiting the upkeep and future restoration of the buildings and grounds. The intensity of these uses will greatly determine the amount of parking required.

Land Leases

Portions of the property, but more likely the adjacent lands that have been cleared could be leased to farmers who then could sell their crops or ag-based products on site. This could be done via a straight land lease or a cooperative agreement.

Agri-Tourism Information Center

While a Visitors Center exists in the Historic Downtown area, a more Agri-tourism based information center could be located here that would treat the site as a gateway to the larger region for groups or individuals that are visiting.

Friends and Descendants Group

For properties such as this with multiple families involved who are generational in the area, the creation of a 'Friends and Descendants' Group may help create a keen sense of stewardship for the property and its mission. While many groups in Franklin strive to shine a light on the history of the area, this group would be focused on how this property and its owners and caretakers over time helped form and shape what Franklin is today.

While the goal is to maintain light, passive uses that preserve the property's natural and historic character, allowing private businesses to operate during specific seasons or events can support the property's long-term success.

NEXT STEPS

1. **Maintain Existing Lease**
   City to maintain existing leases on site until they are ready for construction to begin.

2. **Site Master Plan**
   The city will engage a consultant to prepare a concept plan for review and approval. Once approved, the consultant will proceed with full construction documents.

3. **Engage Community and Stakeholders**
   The city will build public and private partnerships to support the implementation of the master plan.

4. **Construct Master Plan**
   Construction will begin to implement the final design.

5. **Reopen Creekside Property**
   Celebrate the opening of this new public asset for the city!



Thomas Shute House

City of Franklin

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

File #: 21-0799

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks & Recreation
Suzanne Carter
Janey Mason

SUBJECT:

Consideration Of COF Contract No. 2025-0139, With Vermont Systems For Recreation Software, RecTrac

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Contract No. 2025-0139 with Vermont Systems for the Recreation Software, RecTrac.

BACKGROUND/STAFF COMMENTS:

RecTrac is the flagship product of **Vermont Systems, Inc. (VSI)**, a company founded in 1988 to serve the unique needs of municipal, county, state, and federal recreation agencies.

- **Designed for public sector recreation management**, RecTrac helps agencies handle everything from youth programs and sports leagues to facility rentals and ticketing.
- Over the past 30+ years, it has grown into one of the most widely used recreation management platforms in North America.
- The software has expanded to support **military recreation programs**, **state parks**, and **community centers**, offering scalable solutions for organizations of all sizes.

Key Features:

- **Activity Registration**: Tracks enrollments, pricing, invoices, and attendance for classes and events.
- **Facility & Equipment Reservations**: Manages bookings for venues, fields, and gear.

- **Point-of-Sale and Financials**: Integrates with payment systems for concessions, memberships, and merchandise.
- **Reporting and Analytics**: Offers robust tools for generating operational and financial reports.
- **Mobile and Web Access**: Provides staff and patrons with mobile-friendly interfaces for real-time access.

FINANCIAL IMPACT:

The initial cost for services and training will be Sixteen Thousand Two Hundred Twenty and No/100 Dollars ($16,220.00) and for planning purposes, the recurring cost will be Nine Thousand Seven Hundred Twenty and No/100 Dollars ($9,720.00).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2025-0139.

VERMONT SYSTEMS

SERVICES AGREEMENT 2025-0139

This Services Agreement is entered into on [_____] ("Effective Date") by and between **RECTRAC, LLC d/b/a VERMONT SYSTEMS**, a Delaware limited liability company having its principal address at 12 Market Place, Essex Junction, VT 05452 ("VS," "Licensor," "we," "our," or "us") and the customer identified in Section 1 below ("Customer," "Licensee," "you" or "your") (each a "Party," and, collectively, the "Parties"). This Services Agreement, including all attachments, schedules, exhibits or Addenda referenced herein, shall collectively comprise the "Agreement" between you and us. Terms not defined below shall have the meanings as set forth in Section 1 of the Terms of Service.

1. CUSTOMER INFORMATION		
Customer Name (Legal Entity)	**Doing Business As (if applicable)**	
City of Franklin Parks, TN		
Office Address		
109 3rd Avenue South Franklin, TN 37064		
Business Address (if business is located somewhere other than the office address)		
Customer's General Contact (for all matters under the Agreement)	**General Contact Phone**	**General Contact Email**
Janey Mason	615-794-2103	janey.mason@franklintn.gov
Customer's Billing Contact (for billing matters under the Agreement)	**Billing Contact Phone**	**Billing Contact Email**
VS Sales Executive	**VS Sales Executive Phone**	**VS Sales Executive Email**
Dylan Greer	802-255-2151	DylanG@VermontSystems.com

2. TERM OPTIONS

Initial Term: 36 months. The Initial Term will commence on the contract execution date and will end 36 consecutive months later. This does not apply to the COLT increase.

Renewal Term(s): 12 months. Customer has the option to renew for additional twelve-month terms with a written request at least 90 days prior to the end of the annual maintenance cycle. . **MIDTERM CANCELATIONS WILL NOT BE ACCEPTED.**

Software Maintenance and Support fees are billed annually and will be based on the **effective date** of this Agreement. CUSTOMER also has the option of choosing a billing cycle that aligns with their fiscal year beginning: [DATE]*

**Customer MUST enter a date if using this option. The invoice may be prorated if the contract's effective date and maintenance cycle start date are more than a month apart*

3. SERVICES & FEES

Services and Fees are set forth in Quote No.QUO-18138-J0W3P7. All Fees will be due 30 days following invoice receipt.

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3.a TAX EXEMPTION. The customer needs to mark the appropriate box.

☐ **YES**	Yes, we are exempt. If yes, please provide a certificate or other documentation.
☐ **NO**	No, we are not exempt.

4. PAYMENT SERVICES

X	**Included**	Customer is selecting VS to provide Payment Services and will enter into a separate Sub-Merchant Agreement with us, as the payment facilitator.
☐	**Not Included**	Customer will be handling its own payment processing and payment services on its own or through another third-party payment services provider. We consider these services to be Third-Party Services for which we are not responsible or liable.

5. HOSTING

☐	**Customer Is Hosting Its Own Data**	Customer is choosing to host its own data locally, on its own servers. VS is not liable for loss of Customer Data or any liability resulting from Customer's decision to host its own data.
X	**VS Is Hosting Customer Data**	VS is hosting Customer Data on VS-controlled servers. Terms relate to Data Hosting will apply.

6. TERMS OF SERVICE

Customer has received, understands and agrees to the VS Terms of Service.

7. PRIVACY & SECURITY

Customer has received, understands and agrees to the VS Privacy Statement.

8. ADDITIONAL ADDENDA

The following Addenda are included and made part of this Agreement:

- Terms of Service
- Service Level Agreement (Software)

VERMONT SYSTEMS

- PayTrac Addendum
- Quote No. QUO-18138-J0W3P7
- Addendum No. 1 to COF Contract No. 2025-0139

Both parties have read, understand and agree to the terms of the Agreement as set forth herein on this _____day of _____, 2025 ("Effective Date").

Customer:	**Vermont Systems:**
City of Franklin Parks, TN	**RecTrac, LLC d/b/a Vermont Systems**
	Signed by: D50F2EAECDD044D...
By: Eric Stuckey_____(Print Name) Its: City Administrator_____(Title) Date:	By: Patrick Hayden Its: President Date: 10/27/2025

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VERMONT SYSTEMS

TERMS OF SERVICE

1) **DEFINITIONS.** Capitalized terms used but not otherwise defined in these Terms of Service will have the meaning ascribed to such terms in the Services Agreement or other applicable Addenda.

"Addendum" or **"Addenda"** means a document added to the Agreement containing new or supplemental terms.

"Agreement" means the Services Agreement and any attachments, schedules or exhibits referenced therein, which could include the Order Schedule, Privacy Policy, Terms of Service, Service Level Agreement, Statement of Work, Sub-Merchant Agreement, or any later-signed Addenda.

"Billing Period" means the period of time covered by a single recurring dues fee for Services. Recurring fees will be based on contract execution date. Unless otherwise noted, a Billing Period will be billed in advance and will cover a period of one (1) year.

"Cardholder Data" is a subset of Customer Data and generally includes a Patron's name, billing address, credit card number, expiration date and CVV code.

"Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary" . "Confidential Information" does not include any information that the receiving party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the disclosing party; (b) is or becomes known through no wrongful act of the receiving party; (c) has been rightfully received from a third party authorized to make such a disclosure; (d) is independently developed by the receiving party; (e) has been approved for release with the disclosing party's prior written authorization; or (f) has been disclosed by court order or as otherwise required by law, provided that the party required to disclose the information provides prompt advance notice to enable the other party to seek a protective order or otherwise prevent such disclosure.

"Customer" is a VS customer. The Customer is the individual, business entity, non-profit, military branch, or municipality contracting with us to receive Services as more specifically identified in the Services Agreement. Customer may also be referred to in the Agreement as "you," "your" or "Licensee."

"Customer Data" is the content, information or data which you, your End Users and/or your Patrons enter into the Software associated with our Services. Customer Data may include Patron Data, among other types of data.

"Effective Date" shall have the meaning as set forth in the Services Agreement.

"End Users" are your authorized users of the Software associated with our Services. Those licenses associated with a Customer's concurrent End Users will be listed in the Order Schedule.

"Fees" mean any and all fees associated with the use of our Services, including (but not limited to) Software Fees, Hosting Fees, Support Fees, any fees associated with our Payment Services, and/or any fees associated with Professional Services, as well as any other fees or charges permitted by the Agreement. Fees may be recurring, non-recurring, or one-time, as more specifically described in the Order Schedule. One–time fees

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(hardware, training on-site, etc.) will be billed on an as-used basis

“Fully Executed” means when all parties have signed the agreements.

"Hardware" means the computer equipment, point-of-sale terminals, or other technical hardware distributed by us or by a reseller on our behalf. Hardware may contain firmware or software.

"Hosting Fees" mean the fees associated with the hosting of Customer Data on our VS-controlled servers and systems.

"Initial Term" is the initial term for Services, as described in the Services Agreement.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Negative Accrual” occurs where the total liabilities associated with your account exceed the total available funds in the account during a given remit cycle.

"Order Schedule" means the schedule in the Agreement which itemizes and describes the Services we are willing to provide to you and any specific fees you are agreeing to pay us for such Services. Quotes and Annual Maintenance Invoices are considered the “order schedule.”

"Patron(s)" mean(s) the individuals who purchase your products and/or services and who otherwise interact with the Software associated with our Services. Patrons are your customers, clients or members.

"Patron Data" means information about Patrons entered into the Software by you, your End Users or your Patrons. Patron Data may include (but is not limited to) personally identifiable information and/or Cardholder Data.

"Payment Services" means the payment and billing-related services that we may provide to you under the Agreement. Payment Services may be described in the Order Schedule or in a separate Addendum, and your receipt of Payment Services requires that you enter into a separate Sub-merchant Agreement with us.

"Professional Services" are any professional services provided outside of our initial unconfigured install of the Software associated with our Services. Professional services may include consulting, custom development work, implementation, supplemental or onsite training, remote training, or projects which generally fall outside the scope of the Agreement. Unless otherwise agreed, Professional Services will be documented under a separate Statement of Work and signed by the Parties.

"Services" mean any and all of those products and/or services offered by us to you under the Agreement. Services may include products or services related to software, hosting, hardware, implementation, support, training and/or payments. A specific itemization of Services can be found in the Order Schedule.

"Services Agreement" means the contract between you and us for Services. The Services Agreement, together

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with any attachments, schedules, addenda or exhibits referenced therein, is broadly referred to as the "Agreement" between you and us.

"Software" means our proprietary technology software and any and all associated modules, websites, third party integrations and/or mobile applications (if applicable).

"Software Fees" mean those fees associated with your access to and use of our Software or any component thereof. Software Fees are charged annually unless otherwise agreed upon and as specifically described in the Order Schedule.

“Splash Page” means the main landing page for WebTrac. The Splash Page will have buttons, images, and links to other areas within WebTrac. It's the starting page from which a customer will navigate to all other programs, available activities, classes, etc.

"**Sub-Merchant Agreement"** means our Sub- Merchant Application and Agreement and Payment Service Terms and Conditions, which govern the terms and conditions under which we are willing to provide our Payment Services.

"Support Fees" mean those fees associated with our Support Desk, which enables customer support through live channels like phone and chat. We may charge Support Fees monthly or annually or as more specifically described in the Order Schedule.

"Renewal Term" means the period which immediately follows the expiration of the Initial Term, as described in the Services Agreement.

"Team" includes VS's employees, officers, directors, owners, attorneys, affiliates or representatives.

"Term" means the term for Services and includes both the Initial Term and any Renewal Terms, as applicable.

"VS" means RecTrac, LLC d/b/a Vermont Systems and its subsidiaries, successors and assigns. VS's business address is 12 Market Place, Essex Junction, VT 05452. VS may also be referred to in the Agreement as "Licensor," "we," "our," or "us."

2) ACCEPTANCE.

Both parties accept the terms of the Agreement when an authorized representative of both parties signs a hardcopy of the Services Agreement;. Each party expressly acknowledges that the person accepting the Agreement on your behalf has the proper legal authority to bind you.

3) GRANT OF RIGHTS.

a) **Grant of Rights by VS.** Upon the Effective Date, and subject to your timely payment of Fees and remaining in compliance with the Agreement, we grant to you a limited term, worldwide, non- exclusive, non-transferrable, non-assignable license to access and use our Services, including the Software, during the Term solely for the lawful operation of your business. The licensed rights described herein shall be limited to End Users authorized by you to access and use the Software, and your Patrons who have a legitimate right to access and use your products and/or services. The licensed rights conferred herein do not constitute a sale and do not convey to you or any third party any right of ownership in or to our Services, including the Software, or any of our Intellectual Property Rights. Upon termination of the Agreement for any reason, any rights granted by us to you will

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automatically and without notice terminate. The method and means of providing the Services shall be under our exclusive control, management and supervision, although we will try to give your specific requests due consideration. Any rights not specifically granted under the Agreement are expressly reserved.

b) **Grant of Rights by Customer.** Upon the Effective Date, and subject to our remaining in compliance with the Agreement, you grant to us a limited term, worldwide, non-exclusive license to access and use your Customer Data (including any Patron Data, as applicable) to deliver, monitor and maintain the Services in accordance with the Agreement. Any rights not specifically granted under the Agreement are expressly reserved.

c) **Excess Use.** We will provide you with the number of authorized End User licenses as set forth in the Order Schedule to access and use the Software. You shall have access to functionalities in the Software that can generate reports indicating the number of authorized End Users accessing the Software at any given time. In the event that the number of concurrent End Users exceeds the number of allocated licenses described in the Order Schedule ("Excess Use"), we will notify you by email about such Excess Use and, if you do not reduce the Excess Use within 30 days of such notice, you will be required to pay for any Excess Use with additional licenses, which shall be described in a new invoice and which will automatically update the Order Schedule.

d) **Prohibited Use.** You shall not use our Services in violation of the law, whether local, state or federal (including but not limited to the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call Implementation Act, the Americans with Disabilities Act, or any consumer protection statute); to intentionally bypass a security mechanism in the System(s); to reverse-engineer the System(s), or any component thereof, regardless of the reason why; in a way that adversely impacts the availability, reliability or stability of the System(s), or any component thereof; to intentionally transmit material using the System(s) which contains viruses, Trojan horses, worms or some other harmful computer program; to send unsolicited advertising, marketing or promotional materials, whether by email or text, without the recipient's legally-valid consent; to commit fraud; to transmit material that infringes on the intellectual property right of others; to transmit material that is harassing, discriminatory, defamatory, vulgar, pornographic, or harmful to others; or in violation of this Agreement. Violation of this Prohibited Use policy may result in immediate suspension or discontinuation of Services, or legal action, which could result in civil damages or criminal punishment.

4) TERM; TERMINATION.

a) **Term.** You will be obligated to the Term as described in the Services Agreement.

b) **Termination for Cause.** Prior to expiration of the Initial Term, either you or we may terminate the Agreement for cause (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (c) if the other party dissolves or ceases to do business in the ordinary course. If we (VS) terminate for cause, you (City) will remain liable for any outstanding balances. Termination for cause will not preclude the non-breaching party from exercising any other rights or remedies permitted by law.

c) **Termination for Convenience (Without Cause).** Either Party may terminate without cause after the initial term has ended and the Renewal term has begun and should you choose to terminate once you are in a **Renewal Term**, provide a 90-day advance written ***notice of intent to cancel*** before the end of the annual maintenance cycle date, and services will cease per the annual maintenance date. **MIDTERM CANCELATIONS WILL NOT BE ACCEPTED.**

d) **Termination Notice.** For termination to be considered effective, you must send your termination notice via email to AccountsReceivable@vermontsystems.com or by writing to:

Vermont Systems, Inc. at 12 Market Place, Essex Junction, VT 05452.

WE WILL NOT ACCEPT TERMINATION NOTICES OR REQUEST VIA PHONE CALL OR PHONE MESSAGES. ALL TERMINATION NOTICES MUST BE IN WRITING.

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5) FEES; PAYMENT TERMS.

a) **Payment of Fees**. You agree to pay us all Fees permitted by the Agreement. Fees for specific Services are described in the Order Schedule and will be billed annually, or as you and we may decide. All Fees are based on Services provided, not on your actual usage. Except as permitted by the Agreement, all Fees paid are non-refundable.

b) **Fee Commencement**. Upon the contract's execution, the initial invoice for the software subscription and hosting will be issued, **and payment will be due**. Contracts are considered fully executed when both parties have signed.

c) **Due Date; Late Fees; Interest**. Payment is due within 30 days from the date you receive our invoice (the "Due Date"). All payments are due in U.S. dollars. We reserve the right to charge an accrued fee of twenty-five dollars ($25) a month for late payments.

d) **Error Reporting.** Please report any errors that you see on an invoice immediately. If you do not dispute a charge within forty-five (45) 30 days after receiving it, you will be considered to have accepted the charge. Invoices are sent to the contact person on file. YOU ARE RESPONSIBLE FOR KEEPING ALL CONTACT INFORMATION CURRENT.

e) **COLT Increase**. After the FIRST TWELVE (12) MONTHS of the initial Term, all Fees shall be subject to a cost of living and technology ("COLT") enhancement increase not to exceed five percent (5%) or the aggregate change in the CPI (Consumer Price Index). VS reserves the right to apply the COLT enhancement to any fees after the FIRST TWELVE (12) MONTHS of the initial term AND at the start of each Renewal Term, in its sole and absolute discretion.

f) **Breach for Non-Payment of Fees.** Payment not made within 30 days of the Due Date will result in an automatic breach of the Agreement and start the clock on a 30-day period in which to cure. If payment is still not received sixty (60) days after the scheduled Due Date, we reserve the right to suspend Services until all outstanding Fees are paid. Continued non-payment of Fees more than 60 days after the Due Date will result in a default under the Agreement and will be considered seriously delinquent. In the event of default, all payments otherwise due to us under the Agreement will be considered due and payable by you immediately, as of the date of default. We shall have no obligation to release any of your Customer Data until all outstanding Fees are paid in full. WE RESERVE THE RIGHT TO TAKE LEGAL ACTION ON ALL SERIOUSLY DELINQUENT ACCOUNTS.

g) **Taxes.** If you are a tax-exempt organization, then this provision does not apply.

h) We are obligated to comply with all valid tax liens or levies associated with your business. If we must pay Taxes on your behalf, you agree to indemnify us for any such payments within 30 days from your receipt of a special tax-related invoice.

6) MODIFICATIONS.

a) **Changing the Order Schedule**. You may add or remove Services during the Term at any time provided that we agree to such changes. We reserve the right to change our fees and/or introduce new charges at any time with at least 30 days prior notice to you, which notice may be provided by email. We will document any Service changes in an updated invoice which we will send to you for review. If you disagree with the Service change, as reflected in the invoice, You may notify VS and terminate this Agreement without penalty or further obligation. If you , accept the benefits of any added Services, or fail to object to the updated invoice within 60 days after you receive it, we will consider you to have accepted the changes, which will be considered a valid modification of any Order Schedule then in place (which will, in turn, update the Agreement automatically).**Other Changes to the Agreement**. Except as otherwise described in this Section, no modification of the Agreement will be binding unless in writing and manually signed by an authorized representative of the parties.

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VERMONT SYSTEMS

7) CUSTOMER DATA.

a) **Customer Data Generally**. You represent and warrant that you own or have appropriate rights to all of your Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or rights to use of all Customer Data (including Patron Data, as applicable). Except as specifically provided for in the Agreement, we shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of your Customer Data.

b) **Open Database Connectivity (ODBC):** VS will support establishing an ODBC connection in environments where allowed (such as VS Premium Cloud Hosting). The database schema can be printed running the "RecTrac Dictionary Listing" report from within the RecTrac application. Current entity relationship diagrams are also available (can be accessed via VS FTP site). No other ODBC support services will be provided by VS, such as but not limited to development assistance and development troubleshooting.

c) **Hosting Obligations**. Hosting of Customer Data on VS-controlled servers and systems does not come standard with all Agreements; Customers must specifically contract for hosting services and pay all associated Hosting Fees.

SPLASH PAGE. Except for the template we provide, We disclaim all liability with respect to the WebTrac splash page including (but not limited to) compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194, the Americans with Disabilities Act, or any other applicable federal or state laws or regulations relating to accessibility for persons with disabilities.

8) HARDWARE. We shall have no obligation to provide you with the Hardware necessary to access our Services or use our Software. Any Hardware used must comply with our minimum system requirements. If we choose to provide you with Hardware, a description of such Hardware and pricing will be described in your Order Schedule. In the absence of specified pricing, we may provide you with Hardware at our then-current market rates. Full payment for Hardware and any related third-party software is due following delivery. The verification process must be completed so that all payments can be made within 30 days of delivery. Any VS-supplied Hardware will include warranties from the manufacturer or distributor, as applicable, for a specific period. We offer no warranties on Hardware.

9) **INSTALLATION; TRAINING**. We will provide an initial unconfigured install of the Software as part of the Fees you pay for Services. Subsequent installations or software configuration will be subject to additional charges on a "time and materials" basis at our standard rates. Based upon on a mutually agreed implementation plan, we will provide training and setup services at our standard rates (plus expenses - if any are incurred). Implementation and Training may be performed remotely or on-site. We also offer access to online training materials, including user reference manuals, installation planning guides, report listings, "FasTrac" how-to videos, online help, and a sample training database with tutorials. You may request follow-up or additional trainings at our then-current hourly rates, and subject to scheduling availability. Unless we agree otherwise, any additional training will occur online (remote). You may request on-site training at our then- current day rates, subject to scheduling availability. For on-site training, you will be responsible for all VS expenses associated with travel, lodging, meals and other necessary expenses associated to the project. When applicable, scheduled training and travel details will be as agreed upon by both parties in a separate amendment.

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10) CUSTOMER SUPPORT.

a) All Customers in good standing will receive online support and access to a VS support documentation library. Online support includes access to an online knowledge database, support videos accessible through the VS website, e-learning content and the ability to participate at no additional cost in periodic live webinars offered from time to time by VS. The VS support documentation library is accessible through the VS website and includes access to user reference manuals, installation planning guides, report listings, online help, and a sample training database with tutorials. Customers can print any number of copies needed to train staff and manage their business operation. Customers can access support channels online, 24 hours a day, 7 days a week. VS's standard support services are included with Customer's payment of Software Fees.
Additionally, our customers will receive access to our award-winning "Support Desk," includes phone and chat support with a live VS support agent.
Customers receiving support shall be responsible for paying Support Fees as described in the Order Schedule. The Support Desk is open for call-in phone support five (5) days a week, Monday through Friday, 8 am ET to 8 pm ET; real-time chat support is available five (5) days a week, Monday through Friday, 8 am ET to 5 pm ET. Support includes online portal case creation, email assistance and call-back services, and Customer ability to partake in remote-in live support services via Zoom, Microsoft Teams or Beyond Trust when applicable.

b) **Customer Support Not Provided.** We do not provide the following customer support services as part of the Agreement: (a) Usage of after-hours emergency support, 8 pm ET to 8 am ET, Monday through Friday, and Saturday, Sunday and holidays, 24 hours, 7 days a week; (b) travel and out-of- pocket expenses for installation and on-site training services; (c) telephone support related to computer hardware, operating systems, networking, reinstallation and configuration of application software (including VIC), point-of-sale hardware, and access control hardware; (d) telephone support and/or training as a substitute for on-site training or classroom training; (e) VS application software WAN access configuration; (f) customized discovery, custom programming, development, and maintenance; (g) interfaces to export or import data from or to other application software databases; and (h) extended dedicated support to implement or change certain functions, such as switching from cash to accrual accounting or customizing WebTrac splash page; **(i) performing periodic VS software updates if database is on-premises; (j) purchase installation or configuration of SSL certificates for on-premises configurations;** and (k) data entry or database management. VS may provide some of these Services under a separate engagement, the terms of which should be agreed upon and documented in a signed Statement of Work.

c) **Remote Access Authorization.** We will provide you with ongoing support for the proper functioning of our Services, including the Software, which we may provide or make available through remote access to your technology systems. Remote Access will be made available if needed upon request. By using our Services, or accessing our Software, you expressly authorize us to access your technology systems remotely, if needed, for the limited purpose of providing you with any support relevant to our Services. You shall be solely liability for the cost, interoperability, proper functioning, and security of any remote access facilities or methods used by you, and we shall not be deemed to be in violation of our obligations to you, nor in breach of the Agreement, as the result of our inability to remotely access your technology systems. We agree to use commercially reasonable efforts to comply with any of your published security-related protocols when remotely accessing your technology systems.

11) PAYMENT SERVICES. To be eligible for Payment Services, you must complete our Sub-Merchant Application and submit it to VS Company underwriting for approval. Once accepted, your Sub-Merchant Application will convert to a Sub- Merchant Agreement, inclusive of the Sub-Merchant Application and Agreement (SMAA) and our Payment

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Service Terms and Conditions, which shall be considered part of the Agreement.

12) **PROFESSIONAL SERVICES.** We reserve the right to provide you with an estimate of fees for Professional Services based on the approximate number of hours we think will be reasonably required to complete an engagement, multiplied by a fixed hourly rate. If we underestimate the fees for Professional Services based on work actually performed, you will be responsible for any pre-approved cost overruns at the same hourly rate. We will invoice you separately for cost overruns. To help you track and plan for any cost overruns, we will track our actual Professional Service hours and, upon written request, provide you with a weekly time report. Any specific details of an engagement for Professional Services should be described in a Statement of Work and signed by the parties. Any fees for Professional Services will be considered part of the Fees owed under the Agreement.

13) **CUSTOM DEVELOPMENT**. While we welcome any suggestions or comments you might have about how we can improve our products and services, we do not custom develop our Services (including the Software) to suit the business needs of any particular client. We will consider all suggested improvements to the Services, and, as we determine, will incorporate any approved items to our development roadmap. If there is a feature or functionality that you would like to see added to our Services, and you would like the project completed on a certain timeline, you can make a custom development request and, based on our staffing and other considerations, we will scope the project and provide you with a written quote which you can accept or reject. Custom development work will be considered a separate engagement for Professional Services and will be billed outside of the Agreement. Custom development work shall not be considered work-for-hire. We will own and control any product outcome of the engagement and we reserve the right to incorporate any new feature or functionality into our larger product or service offerings.

14) **OWNERSHIP RIGHTS.**
   a) What Belongs to VS. We reserve all title and interest to our Intellectual Property Rights. We alone own our Intellectual Property Rights, in addition to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or any other party relating to our Services. In addition, we retain all rights, title and interest in and to our Software and any splash page designs that we may create and/or maintain on your behalf and license to you. The Vermont Systems™, VS™ and VS Payments™ names and logos are registered trademarks of Vermont Systems and no right or license is granted to use them without our express written permission.
   b) What Belongs to Customer. With the exception of Patron Data (which remains the property of individual Patrons), you reserve all rights, title and interest to your Customer Data. You own all rights, title and interest to Customer trademarks, service marks and other intellectual property. We reserve the right to withhold, remove and/or discard your Customer Data without notice for any breach, including without limitation, your non-payment of Fees.

15) **CONFIDENTIALITY.** A party (the "Receiving Party") shall not disclose the disclosing party's (the "Disclosing Party") clearly marked Confidential Information to any person or entity, except to the Receiving Party's employees who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (b) to establish a party's rights under this Agreement, including to make required court filings. Each Party's obligations of non- disclosure with regard to Confidential Information are effective as of the Effective Date and will expire one year after the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination

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or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law including the Freedom of Information Act and the Tennessee Open Records Act.

16) **PROTECTION OF EDUCATIONAL INFORMATION**. We understand and acknowledge that in the performance of our Services, we may have access to private and confidential information regarding students, parents, guardians, faculty, donors, employees, staff, alumni (collectively, "Educational Information") that may be covered by the federal Family Educational Rights and Privacy Act ("FERPA"), or similar state laws. We will not disclose, copy, or modify any Educational Information without your prior written consent, or unless otherwise required by law. We will notify you if we become aware of a possible unauthorized disclosure or use of Educational Information.

17) **CLIENT RESPONSIBILITY**. You shall be responsible for all liabilities arising out of your acts and omissions including any use of Vermont System's Software, products, and Hosting Services.

18) **LIMITED WARRANTIES**. We represent and warrant that (a) we own the appropriate rights to license and/or sublicense our Services (including the Software); (b) the Services (including the Software) will conform with any then-available published specifications; (c) to the best of our knowledge, our Software is free of any viruses, Trojan horses, malware, spyware, ransomware or other harmful code; and (d) that there have been no violations of copyrights or patent rights in connection with the Services (including the Software) offered. We do not warrant that the Services (including the Software) will be entirely free from defect or error. EXCEPT AS SPECIFICALLY STATED HEREIN, THE SERVICES (INCLUDING THE SOFTWARE) ARE BEING PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. No advice or information, whether written or oral, obtained from us, or any member of our Team, will create any warranty not expressly made. If you are a California resident, you waive California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

19) **LIMITATIONS OF LIABILITY.**

a) **EXCLUSIVE REMEDY.** YOUR EXCLUSIVE REMEDY FOR ANY FAILURE OF OUR OBLIGATIONS UNDER THE AGREEMENT SHALL BE YOUR RIGHT TO TERMINATE THE AGREEMENT FOR CAUSE AND WITHOUT PENALTY, AND ANY CREDITS WHICH MAY BE DUE UNDER AN APPLICABLE SERVICE LEVEL AGREEMENT (IF A SERVICE LEVEL AGREEMENT IS OFFERED AS PART OF THE AGREEMENT).

b) **EXCLUDED DAMAGES**. IN NO EVENT SHALL WE BE LIABLE OR RESPONSIBLE TO YOU FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICES OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

c) **DAMAGES CAP.** IN NO EVENT SHALL OUR LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCES EXCEED THE THREE (3) TIMES THE TOTAL ANNUAL FEES PAID (AS DOCUMENTED AS OF THE EFFECTIVE DATE OF THE AGREEMENT).

d) **TIME LIMITATION.** YOU FURTHER AGREE THAT ANY CLAIM WHICH YOU MAY HAVE AGAINST US MUST BE FILED WITHIN SIX (6) YEARS IN ACCORDANCE WITH TENNESSEE STATUTES, AFTER SUCH CLAIM AROSE, OTHERWISE THE CLAIM SHALL BE PERMANENTLY BARRED.

MATERIALITY. THE LIMITATIONS IN THIS SECTION ARE A MATERIAL BASIS OF THE BARGAIN, AND THE TERMS OF THE AGREEMENT WOULD BE DIFFERENT WITHOUT SUCH LIMITATIONS. THE LIMITATIONS IN THIS SECTION ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. MULTIPLE CLAIMS WILL NOT ENLARGE ANY DAMAGES CAP DESCRIBED HEREIN.

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20. HOLD HARMLESS. To the extent permitted by Tennessee state law, you agree to hold us harmless against any claim, suit, demand or proceeding ("Claim") that arises from your own negligence, willful misconduct, misuse, of the Services (including, but not limited to, the Software); your breach of the Agreement or these Terms of Service; or your infringement on someone else's rights, including but not limited to, third party intellectual property rights. All hold-harmless obligations are subject to the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.) and any caps on liability or immunities provided by Tennessee law (e.g., Tenn. Code Ann. § 29-20-403).

21. DISPUTE RESOLUTION. Many concerns can be resolved by calling us at (877) 883-8757. If a dispute cannot be resolved informally, this Dispute Resolution provision explains how claims (whether by you against us, or by us against you) will be resolved.

a) Definition. "Claim" means any current or future claim, dispute or controversy relating in any way to our Agreement. Claim includes (a) initial claims, counterclaims, cross-claims and third-party claims; (b) claims based upon contract, tort, fraud, statute, regulation, common law and equity; and(c) claims by or against any third party using or providing any product, service or benefit in connection with our Agreement or the Software.

b) Claim Notice. Before beginning a lawsuit, mediation or arbitration, you and we agree to send a notice (a "Claim Notice") to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to Vermont Systems, Inc., ATTN: Legal, 12 Market Place, Essex Junction, VT 05452.

22. NOTICES; GOVERNING LAW; JURISDICTION.

General. Whom you are contracting with under this Agreement, whom you should direct notices to under this Agreement, what law will apply in any lawsuit arising out of this Agreement, and which court can adjudicate any such lawsuit to this Agreement are as follows:

Whom you are contracting with:	RecTrac, LLC d/b/a Vermont Systems
Notices to be sent to:	12 Market Place Essex Junction, VT 05452 legal@vermontsystems.com
Governing law is:	Tennessee
Courts having exclusive jurisdiction are:	State courts of Williamson County, Tennessee

e) **Manner of Giving Notice**. Will be in accordance to the City of Franklin Parks Addendum No. 1 to COF Contract No. 2025-0139 “Notice” section..

f) **Agreement to Governing Law and Jurisdiction**. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

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20) GENERAL PROVISIONS.

a) **Privacy Rights**. You are required to comply with our Privacy Statement, which may be revised from time to time, and which is expressly incorporated into the Agreement.

b) **Minimum System Requirements / Interoperability**. It is your responsibility to ensure your computer systems, internet connections, IT infrastructure, peripherals, systems, servers, mobile devices and/or workstations comply with the minimum system requirements necessary to receive our Services. We shall not be responsible for any internet speed or connectivity issues at your location, or other problems related to your technology equipment, including third-party internet service or your IT infrastructure. You shall be required to comply with our technical specifications.

c) **Independent Contractor Relationship**. Our legal relationship with you is that of an independent contractor. The Agreement does not form a partnership, franchise, joint venture, employment, agency and/or fiduciary relationship between you and us.

d) **Non-Discrimination Endorsement**. We shall not discriminate in our employment practices and will render all Services under the Agreement without regard to race, color, religion, sex, sexual orientation, age, national origin, veteran's status, political affiliation, or disabilities. Specifically, we will abide by the requirements of Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972, and the Fair Housing Act of 1968, as amended.

e) **Export Controls**. The Services and any derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on the United States government's denied- party list. Additionally, you shall not permit End Users to access or use the Subscription Services while located in a United States embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea), or in violation of any United States export law or regulation.

f) **Anti-Bribery.** You agree that neither your employees, agents or representatives have received or been offered any illegal or improper bribe, kickback, gift, or thing of value from us, or any member of our Team, in connection with the Agreement. If you learn of any violation of the above restrictions, you agree to promptly notify us.

g) **Legal Advice.** All Professional Services and other information provided to you in the normal course of our business relationship should be considered for informational purposes only and is not to be taken as legal advice. You are advised to speak with your own independent counsel about all matters of a legal nature.

h) **Waiver; Cumulative Remedies**. No failure or delay by either party in exercising any rights under the Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided in the Agreement are in addition to, and not exclusive, of any other remedies of a party at law or in equity.

i) **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, to our affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets not involving one of your direct competitors. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Contractor will provide the City with written notice of any such assignment within 60 days of such assignment. If the City, acting reasonably and in good faith, objects to the assignee or the terms of assignment, the City may terminate this Agreement upon thirty (30) days' prior written notice given within sixty (60) days after receipt of notice from Contractor of such assignment. In the event of such termination, the Contractor will be entitled to payment for services performed up to the effective date of termination; however, no early termination fees or penalties will apply.

j) **Force Majeure**. Neither Party shall not be in default under any provision of the Agreement or be liable for any delay, failure of performance, or interruption in Services (including the Software) resulting, directly or indirectly, from causes beyond our reasonable control, including but not limited to any of the following: earthquake, lightning or other acts of God; fire or explosion; electrical faults; vandalism; cable cut; water; hurricanes; fire; flooding; severe weather conditions; actions of governmental or military authorities; national emergency; insurrection, riots or war; terrorism or civil disturbance; strikes, lock-outs, work stoppages or other labor difficulties; supplier failure; shortage; or telecommunication or other internet provider failure.

k) **Survivability**. Even if you terminate the Agreement with us, the following sections of the Agreement will still

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apply: Terms of Service Section (Hosting Obligations); (Confidentiality);(Protection of Educational Information); Limited Warranties); (Limitations of Liabilities); (Client Responsibilities); (Dispute Resolution); (Notice; Governing Law; Jurisdiction); (Legal Advice);(Force Majeure); and (Entire Agreement; Priority of Documents).

l) **Severability.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of the other provisions of the Agreement, which provisions will remain in full force and effect. If any provision of this Agreement shall be deemed unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination will alter such provisions so that it is enforced and will enforce it in its altered form for all purposes contemplated by the Agreement.

m) **Headings**. The bolded headings contained in the Agreement are for convenience of reference only, shall not be deemed to be a part of the Agreement and shall not be referred to in connection with the construction or interpretation of the Agreement.

n) **Construction.** For purposes of the Agreement, wherever the context requires, the singular shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter gender, and vice versa; and "and" shall include "or," and vice versa. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of the Agreement.

o) **Entire Agreement; Priority of Documents.** The Agreement (including these Terms of Service) and any additional terms or Addenda, as applicable, make up the entire Agreement and supersede all prior agreements, representations, and understandings. All additional terms and/or Addenda will be considered incorporated into the Agreement when signed by authorized representatives of both parties. If there is an actual conflict or direct inconsistency between any of the attachments, schedules or exhibits referenced in the Services Agreement, then the following shall be the prioritization of documents that should be deemed to control and govern: first, any later-signed Addenda or Statement of Work (as applicable); then the Services Agreement; then the Service Level Agreement (as applicable); then the Terms of Service; then the Privacy Policy.

p) **Electronic Signature.** The Agreement may be executed in any number of counterparts, each of which when executed shall be deemed an original, but such counterparts together shall constitute one and the same instrument. Delivery of executed counterparts by email, PDF, or other electronic delivery method shall be effective as delivery. Electronic signatures, including any click-sign process, will be deemed as original

q) **Consent to Do Business Electronically**. By signing the Services Agreement, you consent to do business electronically, which means that you agree that all VS agreements and policies, including amendments thereto and documents referenced therein, as well as any notices, instructions, or any other communications regarding transactions and your agreements with VS may be presented, delivered, stored, retrieved, and transmitted electronically, with the exception to all Legal notices which will be delivered in accordance to the City of Franklin Parks Addendum No. 1 to COF Contract No. 2025-0139 “Notice” section You must keep us informed of any change in your electronic or mailing address or other contact information. Your electronic signature provided through a trusted platform such as DocuSign or similar shall be the legal equivalent of your manual signature. You may withdraw your consent to doing business electronically at any time by contacting us and withdrawing your consent. However, any communications or transactions between us before your withdrawal of such consent, will be valid and binding.

21) HOSTING SERVICES

a) **HOSTING SERVICES.** Customer is adding VS’s **Hosting Services** to the suite of products and services that it is receiving from VS, as reflected in the Order Schedule.

	☐	Customer is getting **Premium** Hosting

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☐ Customer is getting **Standard** Hosting **VS STANDARD HOSTING SERVICE - SLA.** VS Standard Hosting Service Level Agreement (SLA) can be found here: VS Standard Hosting Service SLA which may be revised from time to time, and which are expressly incorporated into the Agreement.	**VS PREMIUM HOSTING SERVICE - SLA.** VS Premium Hosting Service Level Agreement (SLA) can be found here: VS Premium Hosting Service SLA which may be revised from time to time, and which are expressly incorporated into the Agreement.

b) **HOSTING OBLIGATIONS.** If Customer chooses us for Hosting Services, and we actually store Customer Data on a VS- controlled system or service, then, in addition to those terms and conditions described in our Privacy Policy, and provided Customer remains current in its payment of Hosting Fees and otherwise compliant with the Agreement, then we make the following limited representations and warranties with respect to our hosting services: we will, at all times during the Term of the Agreement: (a) maintain a comprehensive data security program which includes reasonable and appropriate technical, organizational and security measures against the destruction, loss, unauthorized access or alteration of Customer Data (including Patron Data, as applicable) which measures will be no less rigorous than the accepted security standards for similarly situated companies in the industry; and (b) provide our Hosting Services in a good and workmanlike manner; and (c) offer Hosting Services which, to the best of our knowledge, comply with applicable local, state or federal laws. The limited representations and warranties described herein shall be subject to any other limitations of liability described by the Agreement.

c) **PAYMENT TERMS**. Payment Terms as listed in the Vermont Systems Terms of Service apply to Hosting Services, including the COLT increase.

d) **BREACH FOR NON-PAYMENT OF FEES.** Breach for Non-Payment clause as listed in the Vermont Systems Terms of Service applies to Hosting Services.

e) **PROHIBITED USE.** The Prohibited Use clause as listed in the Vermont Systems Terms of Service applies to Hosting Services.

f) **OWNERSHIP RIGHTS.** The Ownership Rights clause as listed in the Vermont Systems Terms of Service applies to Hosting Services.

g) **LIMITED WARRANTIES.** Limited Warranties Clause as listed in the Vermont Systems Terms of Service applies to Hosting Services.

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SERVICE LEVEL AGREEMENT (SUPPORT)

At Vermont Systems, we highly value our customers and are dedicated to delivering top-quality support services to ensure the seamless operation of your software systems. Our Service Level Agreement (SLA) defines the level of support you can anticipate from us, specifying our response times, issue resolution procedures, and overall support quality. With our proficient team of software professionals and unwavering commitment to customer satisfaction, you can rely on us to meet all your software support requirements with competence.

Terms not specifically described in this Service Level Agreement for Support ("Support SLA") shall have the meanings as set forth in Section 1 of the Terms of Service or elsewhere in the Agreement.

1. **ELIGIBILITY.** This Support SLA shall apply only to Customers receiving Vermont Systems' Support Desk, including "live" support channels by phone or chat. To be eligible for the Support SLA, Customers must be current in their payment of Fees to Vermont Systems and must remain compliant with the terms and conditions of the Agreement.

2. **CASE PRIORITIES.** To provide high-quality support and to effectively assign resources to incoming cases, the following four types of case priorities have been identified:

***Final determination of priority will be agreed upon by the case contact(s) and Vermont Systems.**

Priority 1	Critical	Critical business impact occurs on a production system preventing business operations. End Users and Patrons are prevented from working within the Software with no workarounds. Examples include: Software crashes or goes off-line; functionality critical to business operation not available; data breach or loss of Customer Data.
Priority 2	Major	Significant business impact occurs on a production system severely impacting business operation. End Users and Patrons are impacted by the issue but may still be able to work in a limited capacity within the Software. Examples include significant performance degradation; functionalities important to business operation not available; loss of Software functionality has an escalating impact on business operations.
Priority 3	Medium	Minor business impact occurs on a production system that causes a partial or non-critical loss of functionality in the Software. A limited number of End Users and/or Patrons are affected.
Priority 4	Low	Issues occurring on a non-production system in the Software. Examples include: a question, comment, or enhancement.

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3. **RESPONSE TIMES.** VS will respond and escalate support issues in accordance with the table below. All days referenced below are business days.

	Priority 1 (within)	Priority 2 (within)	Priority 3 (within)	Priority 4 (within)
Initial Response	1 hour	4 hours	24 hours	48 hours
Escalation Stage	VS will escalate within the operations team. Operations will engage development resources as needed. Notification will be made to Operations leadership for issue awareness. Communication cadence on specific cases will be defined by the case contact(s) and Vermont Systems on a case-by-case scenario.			

4. **CUSTOMER REPORTING CHANNELS; PROCESS.** Support Desk Customers experiencing support issues must report customer support concerns through VS's established support channels, including:
   a) **Customer Support Portal**: accessed by going to support.vermontsystems.com available (24/7)
   b) **Chat Support:** available through the support portal – Monday through Friday, 8 AM – 5 PM
   c) **Email:** support@vermontsystems.com
   d) **Customer support line:** 877-883-8757, leave voicemail, (monitored during business hours only). 8AM - 8PM eastern time, Monday - Friday.

   • **After-Hours Emergency Support:** Leave voicemail at 802-490-1911 — receive VS Support response within 15 minutes. (After hours emergency support fees apply)

   All issues or questions reported to support are tracked with a support case that contains at a minimum the Customer account name, contact person, software product and version, module and/or menu selection, detailed description of the issue, and any other pertinent information. Case statuses are viewable on the VS support portal. Each case is stored in a queue and the first available support representative will be assigned to the next case issue based on priority. While reviewing the case issue, the assigned support person will contact the Customer, if additional information is needed. The VS support person will either resolve the issue or advise Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a case are tracked in the support database. If the issue needs to be escalated to a development resource, Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. Customer may view the development status at any time.

5. **Open Database Connectivity (ODBC):** VS will support establishing an ODBC connection in environments where allowed (such as VS Premium Cloud Hosting). The database schema can be printed running the "RecTrac Dictionary Listing" report from within the RecTrac application. Current entity relationship diagrams are also available (can be accessed via VS FTP site). No other ODBC support services will be provided by VS, such as but not limited to development assistance and development troubleshooting.

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PAYTRAC PAYMENT SERVICES ADDENDUM

This PayTrac Payment Services Addendum ("Addendum") between RecTrac, LLC d/b/a Vermont Systems ("VS") and the **City of Franklin, Tennessee** ("Customer") is intended to be included and made part of the Services Agreement, inclusive of all relevant attachments, schedules, exhibits and/or Addenda (collectively, "Agreement") previously or simultaneously executed between the Parties by adding to the Agreement the terms and conditions listed below.

1 **TERM.** The term of this Addendum will commence on the date executed by the Customer and will run coterminous with the primary Vermont Systems Serviced Agreement ___(date of related Agreement if applicable).

2 **PAYMENT SERVICES.** Customer is adding VS PayTrac Payment Services to the suite of products and services it is receiving from VS (as reflected in the Order Schedule) at the rates described in the attached Schedule A. VS will provide Customer with Payment Services pursuant to a separately executed Sub-Merchant Agreement, inclusive of **Customer's Sub-Merchant Application and Agreement ("SMAA")** and **VS's Terms of Service** and **PayTrac Payment Service Terms & Conditions**, each of which shall be incorporated by reference into the Agreement.

3 **SOFTWARE UPDATES.** To maintain the highest level of security for payment processing, the Customer agrees to operate on the most recent release of the software within 30 days of its general release. Extended delays to update the software may impact the ability to safely process transactions and VS reserves the right to disable processing until the software is updated.

4 **MISCELLANEOUS.** Except as expressly revised in this Addendum, the Agreement will remain in full force and effect. If there is any conflict or inconsistencies between this Addendum and the Agreement, VS Terms of Service will control.

AGREED TO AND ACCEPTED BY:

Customer:	**Vermont Systems:**
City of Franklin Parks, TN	**RecTrac, LLC d/b/a Vermont Systems**
	Signed by: D56F2EAECDD044D...
By: Eric Stuckey_____(Print Name) Its:City Administrator_____(Title) Date:	By: Patrick Hayden Its: President Date: 10/27/2025

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PAYTRAC PAYMENT SERVICE TERMS AND CONDITIONS

1) **SUB-MERCHANT AGREEMENT.** These PayTrac Payment Service Terms and Conditions govern the terms and conditions under which we, as a payment facilitator, will agree to provide you, as a sub-merchant, with certain payment-related services. For purposes of this Sub-Merchant Agreement, the sub-merchant identified in the Sub-Merchant Application and Agreement ("**SMAA**") will be identified as "**you**, "**your**," or "**Sub-Merchant**." These Payment Terms and Conditions, together with your completed and approved SMAA, will form a binding "Sub-Merchant Agreement" between you and the payment facilitator identified in the SMAA ("**we**," "**us**," "**our**," or "**Payment Facilitator**"). If you are receiving Payment Services (defined below) from us, then your Sub-Merchant Agreement will become part of your overall Agreement with us, which Agreement includes, in addition to the Sub-Merchant Agreement, our Terms of Service, Privacy Policy and other referenced exhibits, schedules or addenda. Terms not defined herein shall have the meanings as set forth in Section 1 of the Terms of Service.

2) **PAYMENT SERVICES.** Provided you satisfy the underwriting criteria for receipt of Payment Services and remain in compliance with the Agreement, we will agree to provide you with the payment services as described in the Agreement (collectively, "**Payment Services**"). In exchange for Payment Services, you agree to pay us the rates, fees and other charges described in the Agreement (collectively, "**Fees**"). Besides us, there are other third parties involved in the facilitation and processing of Payment Services; these third parties include banks (i.e., acquiring bank, sponsor bank), the major card networks/associations such as Visa, Mastercard, Discover and American Express (collectively, "**Card Brands**" unless referred to individually by name), and our designated payment processor ("**Processor**"). Each of these parties serve an important function in the facilitation, processing and settling of transactions associated with your business. By designating us as your agent for payment facilitation services, and remaining in compliance with the terms of the Agreement (including payment of all of our Fees), you will receive the right to accept payments from customers, clients and/or members (collectively, "**End Users**") through validly issued bankcards ("**cards**") associated with the Card Brands, and/or, if approved, through automated clearing house transactions ("**ACH**") regulated by the National Automated Clearing House Association ("**NACHA**"). We will only provide you with Payment Services for transactions run on active, non-defaulted End User agreements properly delivered to us through the appropriate system in accordance with the Agreement's terms and conditions including, without limitation, this Sub- Merchant Agreement.

3) **APPLICATION PROCESS; UNDERWRITING; APPROVAL FOR PAYMENT SERVICES.** Completion of the SMAA and submission through our standard underwriting process shall be a pre-requisite and pre-condition to your receipt of Payment Services. If you fail to meet our then-current underwriting requirements, or the then-current underwriting requirements of our Processor (as applicable), you shall not be allowed to receive Payment Services. Federal regulations such as the USA Patriot Act or FinCEN require financial institutions (i.e., banks) to verify the identity of persons seeking to open a depository account. Our Processor, in turn, requires that we submit certain information about each sub-merchant through underwriting prior to such sub-merchant's receipt of payment services. Information that we may request includes, but is not limited to, basic sub- merchant information such as entity name, business address, tax number, date of formation, years in business; transaction information, processing volumes, payment types accepted, address of business locations where payments may be accepted; and information about who owns and controls the sub-merchant. It shall be your sole responsibility to provide us with all required information, to ensure the accuracy and completeness of the information provided, to provide us with timely and accurate updates if your information changes, and to make the required acknowledgements and authorizations related to Payment Services as described in the Sub-Merchant Agreement. We (and our Processor, as applicable) will base underwriting decision on the information provided. If, after approval, we discover that certain information provided in the SMAA was false, incomplete, misleading or inaccurate, as determined by us or our Processor, we reserve the right to suspend or terminate Payment Services immediately at our discretion. If you pass underwriting and your application is approved, then your SMAA will automatically convert to a Sub-Merchant Agreement which incorporates these Payment Terms & Conditions (and other documents forming the Agreement) by reference. Underwriting approval and conversion of your application to a Sub-Merchant Agreement may occur without notice to you. Your failure to notify us of changes to your business may be considered a material breach of the Sub-Merchant Agreement.

4) **DESIGNATION AS LIMITED PAYMENTS AGENT.** By entering into this Sub-Merchant Agreement, you are appointing us as your limited payments agent for the sole purpose of receiving, holding and settling payments made to you for your goods and services as validly entered in and through our system or platform. We will settle payments that are actually received by us to you, less any amounts owed to us, including fees and other obligations, and subject to the terms and conditions of the Agreement, including this Sub-Merchant Agreement. You agree that a payment received by us on your behalf satisfies an End User's (i.e., a payor's) obligation to make payment to you, . If we do not settle the payment to you, you will only have recourse against us and not the End User, as payment is deemed made by an End User to you upon constructive or actual receipt of funds by us. We will process transactions in accordance with your written instructions, the agreement(s) in place with us or End Users, and applicable law, rules or regulations.

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5) **DESIGNATED ACCOUNT.** You will be required to provide and maintain a business bank account with a U.S.-chartered bank (your "**Designated Account**," or, if you have more than one account, your "**Designated Accounts**"). Each sub-merchant entity must have its own Designated Account and the name on the Designated Account must match the sub-merchant's legal entity name or registered doing-business-as name. All remits or other deposits to you as associated with Payment Services will be made into your Designated Account(s).

6) **PROHIBITED ACTIVITIES PER MAJOR CARD BRANDS.** In receiving Payment Services, you shall not, through yourself or a third party: (a) submit any transaction to us that was previously charged back and subsequently returned to you, irrespective of cardholder approval; (b) knowingly submit any transaction that is illegal or that you should have known was illegal (you acknowledge that such transaction must be legal in both your and the cardholder's jurisdiction); (c) submit a transaction that you know, or should have known, is either fraudulent or not authorized by the cardholder; (d) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed, nor request a Card Verification Value 2 ("**CVV2**") for a card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Card Brands operating regulations or this Sub-Merchant Agreement, including CVV2; (e) add a surcharge to transactions except as expressly permitted by, and in full compliance with, the Card Brands operating regulations; (f) charge a minimum or maximum amount for a transaction unless expressly authorized by, and in full compliance with, the Card Brands operating regulations;(g) disburse funds in the form of cash unless you are participating in full compliance with a program supported by a Card Brand for such cash disbursements and in full compliance with the Card Brand's operating regulations; (h) submit a transaction that does not result from an act between you and a cardholder; (i) accept a card issued by a U.S. issuer to collect or refinance an existing debt, unless expressly authorized by, and in full compliance with, Card Brand operating regulations; (j) request or use a card account number for any purpose other than as payment for your goods or services; (k) add any tax to transactions, unless applicable law expressly requires that you are permitted to impose a tax (in such event, any tax amount, if allowed, must be included in the transaction amount and not collected separately); (l) process transactions for, receive payments on behalf of, or redirect payments to a third party (unless required by law); (m) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the Payment Services; (n) interfere with or violate any other of our services or End User's right to privacy or other rights, or harvest or collect personally identifiable information about End Users without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (o) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (p) transmit or otherwise make available in connection with the Payment Services any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (q) interfere with or disrupt the operation of the Payment Services, or the servers or networks that host the Payment Services or make them available, or violate any requirements, procedures, policies, or regulations of such servers or networks; (r) sell, license, or exploit for any commercial purposes any use of or access to the Payment Services other than as permitted by us; (s) forward any data generated from the Payment Services without our prior written consent; (t) sublicense any or all of the Payment Services to any third party; and/or (u) transfer or assign your account password or credentials, even temporarily, to a third party. We reserve the right to monitor you and your End User's use of the Payment Services to ensure compliance with the Agreement including, without limitation, this Sub-Merchant Agreement and applicable law. If we determine that you are not in compliance with the Sub-Merchant Agreement, we reserve the right to take appropriate remedial action including, without limitation, suspending or terminating Payment Services, or suspending or terminating your access to the system or platform. In receiving Payment Services, you further acknowledge, represent and warrant that you will not **KNOWINGLY** make Payment Services available to (i) any person who appears of the U.S. Department of Treasury Office of Foreign Assets Control Specially Designated Nationals list; (ii) any person who is less than 18 years of age; (iii) who is not domiciled in the U.S.

7) **SUB-MERCHANT REPRESENTATIONS.** You represent and warrant that (a) you are at least 18 years of age; (b) if an individual account, you are a sole proprietorship validly existing in the United States, Canada, or its territories, and if an entity, that the entity was validly formed, registered and is in good standing in at least one of the fifty United States, Canada, or its territories; (c) you have never been placed on the MasterCard MATCH system or the Combined Terminated Merchant File, and if so, you have disclosed this to us; and (d) all transactions are bona fide and no transaction involves the use of a Card for any purpose other than the purchase of goods or services from you.

8) **CLIENT RESPONSIBILITY.** You shall be responsible for all liabilities arising out of your acts and omissions including any use of Vermont System's Software, products, or **Payment Services.**

9) **END USERS.** We are not a party to any contract or business relationship that you may have with End Users, and we shall have no obligations or liability under any such agreement or business relationship. You are solely responsible for your own products and services and for the content and legality of your own contracting documents with End Users. You will be required to obtain an End User's prior written consent for **RECURRING TRANSACTIONS**. In obtaining such consent, End Users should be made aware of the product or service they are purchasing, the frequency of charges, the length of the contract's term, and clear notice about how to properly cancel the recurring charges.

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10) **REGULATORY STATUS.** In providing Payment Services to you, we are your designated agent for certain payment facilitation services, as integrated with our proprietary technologies, but always acting at your direction in accordance with the contracts that have been entered into including, without limitation, the Sub-Merchant Agreement. We are not a bank, money transmitter or other money services business. The Payment Services that we offer and the payment transactions that we help to facilitate involve the use of our own proprietary technologies and the efforts of third parties such as banks, the Card Brands, and our Processor.

11) **TERM; TERMINATION OF PAYMENT SERVICES.** The term of this Sub-Merchant Agreement will run concurrently with the Term as described in your Agreement. We shall have the right to terminate this Sub-Merchant Agreement at any time for cause, and shall have no liability to you for any such termination. Upon termination, you shall immediately cease using the Payment Services. We shall have the right to remove your Designated Account information upon termination of the Sub-Merchant Agreement, and we shall also have the right, at our choosing, to retain copies of such information for up to five (5) years at our cost. This Sub-Merchant Agreement shall terminate immediately if a bank, the Card Brands or our Processor require us to terminate the Sub-Merchant Agreement. Upon termination of Payment Services for any reason, you shall remain liable for any and all outstanding Fees owed.

12) **TAXES.** It is your sole responsibility to determine what, if any, taxes apply to the sale of your products and services, or the payments you receive in connection with your use of our Payment Services ("**Taxes**"). It is solely your responsibility to assess, collect, report, or remit the correct tax to the proper taxing authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. You acknowledge that we will satisfy all IRS reporting requirements as required by law, including providing the IRS with an information return on your card transactions and third-party network transactions. We will also comply with any lawful orders, garnishments or tax levies associated with your account. This provision shall be read in conjunction with, and not in conflict of, any tax-related provision in the Terms of Service.

13) **CARD BRAND RULES.** If you accept cards issued by any of the major Card Brands, then in addition to these Payment Terms and Conditions, you will also be obligated to comply with Card Brand rules and regulations, the terms of which are incorporated by reference herein. The operating regulations for each of the major Card Brands can be accessed at the links below:

a) **VISA:** usa.visa.com/merchants/operations/op_regulations.html

b) **Mastercard:** https://www.mastercard.us/en-us/business/overview/support/rules.html

c) **American Express:** www.americanexpress.com\merchantopguide

d) **Discover:** https://www.discovernetwork.com/en-us/faq

e) For transactions involving **ACH**, a copy of the NACHA operating rules and guidelines are available at www.achrulesonline.org.

Nothing in this Sub-Merchant Agreement shall be read or construed to interfere with or lessen the right of the Processor, the bank(s), or the Card Brands to terminate this Sub-Merchant Agreement; and, if this occurs, such termination shall not be considered a material breach of the Agreement by us. In the event of a conflict between this Sub-Merchant Agreement and the Card Brand's operating regulations, the Card Brand operating regulations will control. With respect to the Card Brand operating regulations, you acknowledge and agree that: (a) you will be responsible for the actions of your employees and agents; (b) you will comply with all applicable laws and regulations and all applicable parts of the operating regulations, including those parts regarding the ownership and use of Card Brand marks; (c) you will notify us, as your payment facilitator, of any third-party that will have access to Cardholder Data; (d) you will comply with, and will contractually require your suppliers and agents to comply with, the provisions of the Cardholder Information Security Program (CISP) and PCI DSS, or other security program as required by a Card Brand and demonstrate compliance with these security obligations; and (e) Card Brands may conduct, or direct another party to conduct, an audit of you at any time, and you must comply in all material respects with such audit until its completion.

14) **AMERICAN EXPRESS OPT-BLUE PROGRAM.** The following provision only applies if you are participating in the American Express Opt-Blue Program, as controlled by the American Express Opt-Blue Program operating regulations. As a participant in the American Express Opt-Blue Program: (a) you must comply with, and accept American Express cards in accordance with the terms of this Sub-Merchant Agreement and the American Express Merchant Operating Guide, as such terms may be amended from time to time; (b) you acknowledge that the American Express Merchant Operating Guide is incorporated by reference into this Sub-Merchant Agreement and is available online here: https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf (c) you expressly authorize us to submit transactions to, and receive settlement from, American Express on your behalf; (d) you expressly consent to our collection and disclosure of transaction

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data, Sub-Merchant Data, and other information about you to American Express, and to American Express using such information to perform its responsibilities in connection with the American Express Program, promote the American Express network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communication purposes within the parameters of the program agreement, and important transactional or relationship communications from American Express.

In addition, you acknowledge and agree that: (i) you may opt-out from receiving future commercial marketing communications from American Express; (ii) you may be converted from the American Express Program to a direct card acceptance relationship with American Express if and when you become a high CV merchant in accordance with Section 10.5, "High CV Merchant Conversions," and upon conversion, you will be bound by American Express' then-current Card Acceptance Agreement and American Express will set pricing and other fees payable by you for card acceptance; (iii) American Express may use information obtained in the SMAA at the time of setup to screen, communicate and/or monitor you in connection with card marketing and administrative purposes; (iv) you shall not assign to any third party any payments due to you under your respective End User Agreement, and further agree that all indebtedness arising from charges will be for bona fide sales of goods and services (or both) at your establishments and free of liens, claims, and encumbrances other than ordinary sales taxes, provided, however, that you may sell and assign future transaction receivables to us, our affiliated entities and/or any other cash advance funding sources who partner with us or our affiliated entities without consent of American Express; (v) American Express is a third-party beneficiary to this Sub-Agreement and retains all rights, but not obligations, in the Sub-Merchant Agreement that will fully provide American Express with the ability to enforce the terms of the Payment Facilitator's Sub-Merchant Agreement against you; (vi) you may opt out of accepting cards at any time without directly or indirectly affecting your rights to accept other payment products; (vii) we may terminate your right to accept cards if you breach any of the provisions in this Section or the American Express Merchant Operating Guide; (viii) we have the right to immediately terminate the Sub-Merchant Agreement for cause, for fraudulent or other activity, or upon American Express' request; (ix) your refund policies for purchases on a card must be at least as favorable as your refund policy for purchases on any other payment products, and you further agree that the refund policy be disclosed to cardmembers at the time of purchase and in compliance with applicable law; (x) you are prohibited against billing or collecting from any cardmember for any purchase or payment on the card unless chargeback has been exercised, you have fully paid for such charge, and you otherwise have the right to do so; (xi) you must comply with applicable laws, rules and regulations relating to the conduct of your business, including the DSR and PCI DSS, each as described in Chapter 15, "Data Security;" (xii) you will report all instances of a data Incident immediately to us after discovery of the incident; (xiii) you will cease all use of, and remove American Express' licensed marks from your website and wherever else they are displayed upon termination of this Sub-Merchant Agreement or your participation in the Program; (xiv) you will ensure data quality and agree that transaction data and customer information will be processed promptly, accurately and completely, and will comply with the American Express technical specifications; and (xv) you are solely responsible for being aware of and adhering to privacy and data protection laws and will provide specific and adequate disclosures to cardmembers on the collection, use, and processing of personal data.

15) **PCI DSS**. We have implemented certain technical and procedural safeguards to keep Cardholder Data safe and will continue to comply with Payment Card Industry Data Security Standards (" **PCI DSS**") as a Level 1 service provider to the extent we store, process or transmit Cardholder Data on your behalf. As a sub-merchant, you also have certain PCI DSS obligations to help keep Cardholder Data safe. Please visit this link https://www.pcisecuritystandards.org/pdfs/Small_Merchant_Guide_to_Safe_Payments.pdf) to learn more about what you can and should do to protect payment transactions at your place of business. We reserve the right to suspend Payment Services for as long as we deem reasonably necessary to investigate suspicious or unusual activity associated with your account, and we shall have no liability to you for any losses that may be attributable to the period of suspension. Similarly, if you know or have reason to believe there has been a security intrusion that has or may result in unauthorized access to Cardholder Data, you must notify us immediately.

16) **PROCESSING LIMITS.** We reserve the right to assign a maximum dollar amount ("**Processing Limit**") per sales ticket and an aggregate maximum dollar amount of card and ACH transactions per calendar month to your account. If we assign a Processing Limit, we will communicate it to you in writing.

17) **MERCHANT SERVICES AGREEMENT WITH PROCESSOR**. In the event you process more than $1,000,000 in Visa transactions and/or $1,000,000 in MasterCard transactions (or such other amount as provided by the Card Brand's operating regulations) in any twelve month period ("**Benchmark Amount**"), then in addition to this Sub-Merchant Agreement with us, you may also be required to enter into a "Merchant Services Agreement for Sub-Merchants" with our Processor, the terms of which will be independently enforceable by our Processor.

18) **NEGATIVE ACCRUALS.** We reserve the right to collect a "Per Fiscal Day Over Draft Fee" if your account goes negative during any given remit cycle. See Schedule A for details.

19) **ADVANCES.** An advance is any disbursement of funds prior to the regularly scheduled remit date. Any requests for an advance will be considered on a case-by-case basis although, as a general policy, we will not honor advance requests. Any advance request must be sent to us in writing. If an advance is granted, you agree to pay a "**Per Wired Funds Transfer**" for each

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advance provided.

20) **RECONCILIATIONS; ERROR REPORTING.** You are responsible for reconciling your transaction history or remit reports with your actual transactions and you agree to notify us of any errors or discrepancies (each an "**Error**"). We will investigate reported Errors and attempt to promptly rectify them. In the event you are owed money as a result of an Error, we will transfer funds to your Designated Account at the next scheduled remit or pay-out cycle. Errors not reported to us within 60 days from when they first appear on your transaction history or remit report will be deemed waived.

21) **SALES TRANSMITTALS**. You will retain a copy of the sales transmittal for the completed transaction for 25 months or such longer period as the Card Brand operation regulations may require. Within three business days of our request, you will produce copies of sales transmittals and other transaction evidence.

22) **ACH PROCESSING.** To enable you to make and accept ACH payments, you authorize us to originate credit or debit records for the purpose of a funds transfer into the ACH network ("**Entries**"). We will use reasonable efforts to originate Entries on your behalf in accordance with the Sub-Merchant Agreement. You must only submit Entries for bona fide transactions with your End Users made in the ordinary course of business. All disputes between you and any of your End Users relating to any ACH transaction must be resolved between you and them. If we receive any notice of an ACH dispute or NACHA inquiry, we will forward such notice directly to you. We bear no financial responsibility for any disputed transaction. If we respond to a dispute or transaction inquiry on your behalf, you consent to pay our additional fees associated with these services.

23) **REFUNDS; RETURNS.** You agree to process returns of and provide refunds and adjustments for products and/or services in accordance with your End User Agreements. In managing refunds and returns, you agree to: (a) maintain a fair return, cancellation or adjustment policy; (b) disclose your return or cancellation policy to End Users at the time of purchase; (c) not give cash refunds to an End User in connection with a card sale unless required by law; and (d) not accept cash or any other item of value for preparing a card sale refund. Your refund policies should be the same for all payment methods and should specifically include a requirement for prompt payment of refunds in order to mitigate chargeback risk.

24) **CHARGEBACK LIABILITY.** For any transaction that results in a chargeback, we may withhold the chargeback amount in a reserve account. You grant us authorization to recover the amount of any chargeback and any associated fees, fines, or penalties listed in the Agreement, your End User Agreements, or assessed by a Card Brand or Processor. If you have pending chargebacks, we may delay payouts as necessary. Further, if we reasonably believe that a chargeback is likely with respect to any transaction, we may withhold the amount of the potential chargeback from remits otherwise due to you until such time that (a) the chargeback is assessed due to an End User (cardholder) complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the End User (cardholder) may dispute that the transaction has expired; or (c) we determine that a chargeback on the transaction will not occur. If we are unable to recover funds related to a chargeback for which you are liable, you agree to pay us the full amount of the chargeback immediately upon demand. You agree to pay all costs and expenses, including attorneys' fees and other legal expenses, incurred by us for the collection of all amounts unpaid by you.

25) **RESERVE; SECURITY INTEREST.** Where deemed necessary or appropriate by us or our sponsor bank, we (or our sponsor bank) shall create a reserve account ("**Reserve**") in order to protect us or the sponsor bank from actual or potential liabilities under this Sub-Merchant Agreement. The Reserve will be in an amount determined by us in our sole and absolute discretion to cover anticipated chargebacks, returns, unshipped product and/or unfulfilled services or credit risk based on your processing history. The Reserve may be raised, reduced or removed at any time by us (or at the direction of our sponsor bank). Where the Reserve is not adequately funded, you shall pay all amounts requested by us for the Reserve within one business day of a request for such amounts and we may build the Reserve by offsets from Remits, transaction settlements or by debiting by ACH any of your Designated Accounts with available funds. You hereby grant us a security interest in and lien on any and all funds held in any Reserve, and also authorizes us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us under this Sub-Merchant Agreement, including without limitation, for any reversals of deposits or transfers. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in Reserve; however, it does not apply to any funds for which the grant of a security interest would be prohibited by law. You irrevocably assign to us all rights and legal interests to any interest or other earnings that accrue or are attributable to the Reserve.

26) **RECOUPMENT OF FEES.** Where Fees are owing by you to us under the Agreement, we shall have the right to immediately, without prior consent or notice, offset or debit such amounts from funds: (a) deposited by you into your Designated Account(s);

(b) due to you as remits; (c) held in the Reserve; or (d) available in your other payment instrument registered with our sponsor bank (if any). Your failure to pay all Fees owed to us on demand will be a breach of this Sub-Merchant Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by applicable law. In our discretion, we may make appropriate reports to credit reporting agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution. You hereby expressly agree

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that all communication in relation to delinquent sub-merchant accounts may be made by us or by a third party acting on our behalf, including but not limited to a collections company.

27) **INTELLECTUAL PROPERTY.** We reserve all rights not expressly granted to you in the Agreement, including without limitation, this Sub-Merchant Agreement. We own the title, copyright and other worldwide intellectual property rights in the Payment Services and all technology, components, systems, and hardware associated therewith. This Sub-Merchant Agreement does not grant you any rights to our trademarks or service marks, nor may you remove, obscure, or alter any of our trademarks or service marks included in the Payment Services. All comments and suggestions of or concerning the Payment Services provided to you shall be our property and you shall not have any rights therein**.**

28) **HOLD HARMLESS** To the extent permitted by Tennessee State law, You shall hold us and all third parties that assist in providing the Payment Services harmless from and against any and all claims, arising out of any , action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that relates to: (a) your negligence, willful misconduct, any actual breach of your representations, or obligations set forth in the Sub-Merchant Agreement; (b) your wrongful or improper use of the Payment Services; (c) any transaction submitted by you through the Payment Services (including without limitation the accuracy of any product information or service that you provide or any claim or dispute arising out of products or services offered or sold by you);
(d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (e) your violation of any applicable law; or (f) any other party's access and/or use of the Payment Services with your access credentials. All hold-harmless obligations are subject to the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.) and any caps on liability or immunities provided by Tennessee law (e.g., Tenn. Code Ann. § 29-20-403).

29) **NO WARRANTIES.** THE PAYMENT SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE PAYMENT SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PAYMENT SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

LIMITATION ON LIABILITY. WE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES. OUR LIABILITY UNDER THIS SUB-MERCHANT AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED THREE (3) TIMES THE TOTAL ANNUAL FEES PAID (AS DOCUMENTED AS OF THE EFFECTIVE DATE OF THE AGREEMENT). WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (A) YOUR ACT OR OMISSION, OR THE ACT OR OMISSION OF ONE OF YOUR AFFILIATES OR END USERS; (B) YOUR USE OF OR INABILITY TO USE THE PAYMENT SERVICES; (C) DELAYS OR DISRUPTIONS IN THE PAYMENT SERVICES; (D) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE PAYMENT SERVICES; (E) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE PAYMENT SERVICES, UNRELATED TO OUR SOFTWARE; (F) ACT OR OMISSIONS OF THIRD PARTIES; (G) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS SUB- MERCHANT AGREEMENT; (H) OUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR YOUR DIMINISHED ABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THIS SUB-MERCHANT AGREEMENT OR OUR POLICIES OR PAYMENT SERVICES MADE IN ACCORDANCE WITH THIS SUB-MERCHANT AGREEMENT OR APPLICABLE LAW; (I) ANY BREACH BY YOU OF THIS SUB-MERCHANT AGREEMENT; (J) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; OR (K) OUR ELECTION TO SUSPEND PROVIDING PAYMENT SERVICES ON THE BASIS OF OUR LEGAL, COMPLIANCE, OR RISK POLICIES.

30) **TIME LIMIT TO INITIATE A DISPUTE.** Unless otherwise required by law, an action or proceeding by you relating to any dispute or claim by you under this Sub-Merchant Agreement must commence within six (6) years under Tennessee statutes, after the cause of action accrues, failing which you forego any rights in respect thereof.

31) **CONFIDENTIALITY.** Unless otherwise required by law and subject to the Freedom of Information Act and the Tennessee Open Records Act. ,you shall, and shall cause your affiliates to, hold in strict confidence at all times following the date hereof all of our, our bank's or our Processor's Confidential Information, and neither you nor any of your affiliates shall use such Confidential Information for any purpose other than for the performance of your duties and obligations hereunder. If you breach, or threaten to breach, any of the provisions of this section, in addition to any other rights we may have, including a claim for damages, we shall have the right to have the provisions of this section specifically enforced, and your breach or threatened breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by you), it being agreed that any breach or threatened breach of this section would cause irreparable harm to us in that money damages would not provide an adequate remedy.

32) **PERSONAL GUARANTY <u>(Private sector only).</u>** If an individual executes this Sub-Merchant Agreement on your behalf as a guarantor, then such individual personally guarantees performance by you hereunder, shall be deemed to be a guarantor for all

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purposes, and shall be joint and severally liable with you for all of your liabilities under the Sub-Merchant Agreement.

33) INDEPENDENT CONTRACTOR. The relationships of the parties to this Sub-Merchant Agreement shall be solely that of independent contractors, and nothing contained herein shall be construed otherwise. Nothing in this Sub-Merchant Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors.

h) **ASSIGNMENT.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, to our affiliates or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets not involving one of your direct competitors. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Contractor will provide the City with written notice of any such assignment within 60 days of such assignment. If the City, acting reasonably and in good faith, objects to the assignee or the terms of assignment, the City may terminate this Agreement upon thirty (30) days' prior written notice given within sixty (60) days after receipt of notice from Contractor of such assignment. In the event of such termination, the Contractor will be entitled to payment for services performed up to the effective date of termination; however, no early termination fees or penalties will apply.

34) OTHER AGREEMENT TERMS; CONFLICT. Upon SMAA acceptance, this Sub-Merchant Agreement shall be considered incorporated by reference into your overall Agreement with us. To the extent any provision of this Sub-Merchant Agreement directly conflicts with any other provision of the Agreement, then the Sub-Merchant Agreement's terms shall be deemed to control.

35) COST REVIEW & POTENTIAL ADJUSTMENT. We will conduct a quarterly review of the overall card processing costs. The first review will begin six (6) months after the initial implementation. If there is a material increase or *decrease* in card processing costs, we reserve the right to adjust fees accordingly, associated with Payment Services, with prior written notice and supporting documentation.

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VERMONT SYSTEMS

SCHEDULE A:
PAYTRAC PAYMENT SERVICE RATES & FEES*

TRANSACTION PARTIES		FUNDING**
Customer / Sub-Merchant:	City of Franklin Parks, TN	Funds received by 11:59 pm ET will be deposited in Customer's designated account within three (3) business days
Payment Facilitator:	RecTrac, LLC d/b/a Vermont Systems	
Payment Processor:	WorldPay, LLC	
Sponsor Bank:	Fifth Third Bank	

** Customer acknowledges and accepts that VS will collect its fees and charges for Payment Service directly from the EFT/ACH draft associated with the business location.*

*** VS is not responsible for funding delays due to weekends, federal holidays or Force Majeure events or incidents.*

**** Daily settlement cut-off times are Midnight local time.*

FLAT RATE MODEL

CREDIT CARD PROCESSING FEES				
Masterc Visa Discover AMEX	Per electronic authorization	$	0.25	
	Per sale transaction	$	0.25	
	Credit card account updater fee If & when available and option selected/elected	$	1.00	
	Per chargeback request or return processed	$	25.00	
	Mastercard-Visa-Discover-AMEX acquired gross purchase sale %		2.65	%

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VERMONT SYSTEMS

ACH PROCESSING FEES (if option selected/elected)			
ACH / e-Check Processing	ACH fee per sale transaction	$	1.00
	ACH account updater fee	$	0.50
INSTANCE-BASED FEES			
Funding Fees	Per fiscal day overdraft fee	$	110.00
	Per wired funds transfer	$	15.00
	Per ACH credit / debit per funds transfer	$	0.10
OTHER FEES			
	PCI Non-compliance Fee (Monthly rate) per MID, to be assessed if the Customer is found to be PCI non-compliant, not to exceed $75.00 total.	$	25.00
NOTES			

Customer:	**Vermont Systems:**
City of Franklin Parks, TN	**RecTrac, LLC d/b/a Vermont Systems**
	Signed by: D56E2EAECDD044D...
By:Eric Stuckey (Print Name) Its:City Administrator (Title) Date:	By: Patrick Hayden Its: President Date: 10/27/2025

Law Dept approved 10.22.25

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VERMONT SYSTEMS

12/30/2024

Quote Number: QUO-18138-J0W3P7

Software Pricing is valid for 120 Days
Hardware Pricing is Subject to Change

Prepared For: City of Franklin Parks

Franklin, TN

Contact Name: Janey Mason,

Contact Email: janey.mason@franklintn.gov

Contact Phone: 615-794-2103

Prepared By: Dylan Greer (Sales Executive)

Email: DylanG@vermontsystems.com

Toll Free: 877-883-8757

Direct Phone: 802-255-2151

Explanation of Quote: RecTrac 3.1 Pricing

Notes:

Application Software Add-Ons	Qty	Unit Price		Price
WebTrac App Base - One Time Setup Fee †(8)	1	$2,000.00		$2,000.00
			Tax:	**$0.00**
			Total:	**$2,000.00**

Services (recurring)	Qty	Unit Price	Monthly		Price
Software Subscription					
Core/Foundation Software Subscription Bundle - up to 5 users †(7)	1	$495.00	$495.00		$5,940.00
WebTrac App Base Level (2-9 RecTrac Users) †(9)	1	$315.00	$315.00		$3,780.00
				Tax:	**$0.00**
				Total:	**$9,720.00**

Services (non-recurring)	Qty	Unit Price		Price
Vermont Systems Scheduled Service Cancellation Policy				
Cancellation Fee Policy - See Footnotes †(2)	1	$0.00		$0.00

Training & Expenses	Qty	Unit	Unit Price		Price
Project Implementation/Training - remote (estimated)	28.0	Hour	$125.00		$3,500.00
Project Discovery - remote (estimated)	8.0	Hour	$125.00		$1,000.00
				Tax:	**$0.00**
				Total:	**$4,500.00**

TOTALS:		
Application Software Add-Ons		$2,000.00
Services (recurring) (prorated year 1)		$9,720.00
Training & Expenses		$4,500.00
	Total:	**$16,220.00**
For planning purposes, the annual recurring cost will be:		$9,720.00

VERMONT SYSTEMS

12/30/2024

Quote Number: QUO-18138-J0W3P7

Software Pricing is valid for 120 Days
Hardware Pricing is Subject to Change

† **Footnotes:**

2 Scheduled Service Cancellation Fees:
10% of the price per scheduled block of time/minimum $175.00
How to avoid Cancellation Fees:
• Hourly Services – Customer is required to provide notice at least 3 business days prior to the scheduled training.
• Multi Day or On-Site Services – Customer is required to provide notice at least 3 weeks prior to the scheduled training.

7 Vermont Systems RecTrac Core/Foundation Software Bundle for up to 5 Users includes:
VS Standard Level Hosting
RecTrac/WebTrac for:
- Activity Registrations
- Facility Reservations
- Pass Management/Memberships
- POS/Inventory/Tickets/Gift Cards
- Equipment/Site Rentals
- League Scheduling
- PayTrac (with 2 Mids) Ecom/Retail at PayTrac List rate: 2.65% & $.25 per trans
- SMS Texting (12k Texts/yr)
- GI Interface - Standard Template Option
- Activity Brochure Standard Template Option
- RecTrac SSO (Single Sign-on)

Additional features, modules and capabilities are available at the Workgroup and Premium Subscription Bundle Levels.

Add-on options are also available, including the WebTrac App, Access Control, Kiosk, GolfTrac, MainTrac, additional SMS Texts, additional PayTrac MIDs & Elevate Base/Standard/Premium.

8 WebTrac App - One Time Initial Setup Fee (includes 4 hours of application training, remote based)

Billing Note: Billing for WebTrac App Setup fee will occur on the date of the App Implementation kick off call.

9 WebTrac App - Base level

The WebTrac App requires an Apple Developer License, which you as the App account owner must provide. The annual subscription fee for this license is $99 (Paid directly to Apple).

Billing Note: Billing for WebTrac App will occur on the date of the App Implementation kick off call.

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VERMONT SYSTEMS

SUB-MERCHANT APPLICATION AND AGREEMENT (SMAA)

SELECTION 1: SUB-MERCHANT INFORMATION

Business/ Sub-Merchant (provide legal entity name)	Doing Business As (If applicable):
City of Franklin Tennessee	City of Franklin

Date of Formation	Approx. Years in Business	Business Address
		109 3rd Ave S., Franklin, TN 37064

Tax ID (FEIN)	Website (URL)	Business Phone
	www.franklintn.gov	615-794-2103

Primary Contact Name (For General Communications)	Primary Contacts Phone	Primary Contact Email

Business Type (Select one)	Public ☐ / Private ☐	Individual	Corporation	Partnership	Other
		☐ Sole ☐ Proprietorship ☐ individual	☐ S-Corp ☐ C-Corp ☐ LLC	☐ General ☐ Partnership ☐ Limited ☐ Partnership	☐ Non-Profit (501C) Government ☐ Other: _____

Has this business processed credit cards before?	Has this business ever been terminated from accepting credit cards from any network?	Will this business be running a presale prior to opening?	What payment methods will the business accept?
☐ xYes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No ☐ xNA	☐ xDebit ☐ xCredit ACH

Briefly describe the nature of the services provided by this business.	What types of payment would this business like to accept?
City Parks and Recreation Department facility rentals and field reservations.	☐ xIn Person ☐ xOnline ☐ Telephone ☐ Mail-in ☐ Recurring Billing

SECTION 2: TRANSACTION INFORMATION (all financial assumptions approximated in USD)

Annual Card Volume ($)	Avg Ticket (Card) ($)	Annual ACH Volume ($)	Avg Ticket (ACH) ($)	Max. Ticket (ACH) ($)	Max. Ticket Credit Card ($)

Total Annual Sales – All Transactions ($)

SECTION 3: LOCATION INFORMATION (use additional pages if necessary)

	Location/Business Name	Business Address	Same as Sec. 1 address	Business Phone
1	City of Frankln Parks, Eastern Flank Event Facility	1368 Eastern Flank Circle, Franklin, TN 37064	☐	615-794-2103
2			☐	
3			☐	
4			☐	

SECTION 4: MERCHANT ID INFORMATION (List one MID per row from the following options: Card Present, Web, Billing, or eCheck)

	Merchant ID Account Name (will appear on statement)	Associated Section 3 Location or Address	Type of MID	Annual Card Revenue	Service Fee
1	City of Franklin Parks and Recreation Department	Location#:			☐
2		Location#:			☐
3		Location#:			☐
4		Location#:			☐

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SECTION 5: CONTROL OWNER INFORMATION

Why Do We Need This Information? We require certain information about your ownership for compliance with federal Know-Your-Customer (or "KYC") regulations promulgated by the Financial Crimes Enforcement Network Bureau of the U.S. Department of Treasury. KYC regulations seek to prevent financial crimes and the funding of terrorism, among other things. The information sought below is required by KYC regulations. (1) "Control Owner" must be provided. A Control Owner is not required to have an ownership interest in the Sub-Merchant and the Control Owner must be a natural person with significant responsibility to control, manage or direct the activities of the Sub-Merchant's business. Control Owners often have the title of CEO, CFO, COO, Managing Member, General Partner, President, or Treasurer.

CONTROL OWNER/AUTHORIZED CONTACT(MUST BE A NATURAL PERSON) * Denotes required fields for all applicants

Full Legal Name *	Date of Birth *
Kristine Brock	09/18/1974
Address (Home or Business) *	**Title**
109 3rd Ave South, Franklin, TN 37064	Assistant City Administrator/CFO
Phone (Home or Business) *	**Email ***
615-550-6691	Kristine.brock@franklintn.gov

SECTION 6: BANKING INFORMATION (A copy of a voided check or a bank letter with full account details listed will be required).

For multiple bank accounts only: Include the associated MID number from Section 4!

Bank Name	Account Name	Routing Number	MID #	Account Number
Pinnacle Financial Partners	City of Franklin Accounts Receivable	064008637		5206294

ACKNOWLEDGEMENT: By signing below, Sub-Merchant expressly acknowledges that: (1) the individual signing this Sub-Merchant Agreement has the proper legal authority to bind the Sub-Merchant;(2) the Sub-Merchant's Application for payment services may be rejected in underwriting but, once accepted, will constitute a legally binding Sub-Merchant Agreement with the Payment Facilitator identified below; (3) all information provided herein is true and accurate to the best of Sub-Merchant's knowledge; (4) the Payment Service Terms and Conditions, and any other documents referenced as being part of the agreement, shall become part of this Sub-Merchant Agreement; (5) the Payment Facilitator's provision of payment services under the Sub-Merchant Agreement shall be expressly conditioned on Sub-Merchant's payment of all fees and other charges, and its compliance with VS's Terms of Service and Privacy Policy, as written on date of fully executed Agreement.

AUTHORIZATION: Sub-Merchant expressly authorizes the Payment Facilitator identified below to take the following actions: (1) to establish a primary merchant account with a payment processor of the Payment Facilitator's choosing; (2) to access Customer Data, including but not limited to Cardholder Data, for the purposes of providing the payment services contemplated by the Agreement; (3) to take action which the Payment Facilitator deems reasonably necessary to provide its payment services to Sub-Merchant as described herein; (4) to access Sub-Merchant's designated account(s) for purposes of received and accepting payments on settled transactions, together with any adjustments made on Sub-Merchant's behalf; (5) to collect any Fees or other charges owed to Payment Facilitator, or any of Payment Facilitator's affiliates or subsidiaries, directly from the Sub- Merchant's EFT/ACH draft; (6) to set up a reserve account where Payment Facilitator considers it reasonably necessary to protect its legitimate business interests;
(7) to withhold the remittance of any funds in accordance with lawful orders, garnishments and/or tax levies; (8) to recoup, retrieve or collect from any source of available funds, including but not limited to the Sub-Merchant's EFT/ACH draft, any Payment Facilitator expenditures related to Sub-Merchant's eCheck returns, chargebacks, negative accruals or overdrawn accounts; and (9) to transfer billed amounts to an account held by Payment Facilitator to facilitate the settling of transactions run at the Sub-Merchant's place or places of business.

SUBMITTED AND AGREED TO BY: (Sub-Merchant) _____		**ACCEPTED BY: Vermont Systems, Payment Facilitator**	
X		**X**	
Name and Title	**Date**	**Name and Title**	**Date**

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Addendum No. 1 to
COF Contract No. 2025-0139

This Addendum shall modify and supersede the attached document COF Contract No. 2025-0139 (the "Agreement") and entered into on the ___ day of _____, 20____, by the CITY OF FRANKLIN, TENNESSEE ("City") and RECTRAC, LLC d/b/a VERMONT SYSTEMS ("Contractor"). The Agreement together with this Addendum and the attached document(s) constitute the entire agreement ("Agreement"). Acceptance of payment as stated in the Agreement constitutes Contractor's acceptance of all terms and conditions stated herein.

Standard Terms and Conditions

1. Drug Tests and Background Checks. NOT APPLICABLE. Contractor will engage with City remotely; should this change, both parties will address this clause with a separate amendment. Contractor shall perform, acquire, and retain background checks on prospective employees. Said background check(s) shall be completed by Contractor for the City prior to an employees' assignment to City.
   - **a.** Background checks shall include, at a minimum: (1) a criminal search for each county the employee has resided in for the past seven years; (2) a sex offender registry search; and (3) a driving record search.
   - **b.** Contractor shall cause to be conducted and validate the successful completion of drug tests for all potential employees prior to their assignment to the City.
   - **c.** Contractor shall contact and notify the City if anything appears on the background check and/or drug test.
2. Maximum Liability. The payment rates as described in the Quote Number: QUO-18138-J0W3P7 (attached) shall constitute the entire compensation due the Contractor, except where explicitly stated "estimated", for all travel, professional services, and software regardless of the difficulty, materials, or equipment required, unless amended. The payment rates include, but are not limited to, all applicable taxes.
3. Indemnification and Limitations of Liability. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq. for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
4. Conflicts of Interest. The Contractor warrants that no part of the total Agreement amount shall be paid directly or indirectly to an employee or official of the GNRC or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
5. Nondiscrimination. The Contractor 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 Contractor 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 Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
6. 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 Consultant and each person signing on behalf of any consultant, 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 contract, is on the list created pursuant to T.C.A. § 12-12-106. The

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Consultant further certifies that it shall not utilize any subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

7. Non-Boycott of Israel. Except for any contract 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 contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
   a. 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 contract, 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 contract, grant, loan, or cooperative agreement.
   b. 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 contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.
   c. The Contractor 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*.

9. Public Accountability. If the Contractor is subject to Tenn. Code Ann. § 8-4-401, *et seq*., or if this Agreement involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about Contractor's operation of the service program. The Contractor shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-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 contractors.

10. Records. The Contractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Contractor, for work performed or money received under this Contract, 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.

11. 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.

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12. Confidentiality and Proprietary rights. Contractor 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 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 Contractor if a request for documents has been made and shall give Contractor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Contractor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's refusal or 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 Contractor 's representation that materials supplied by Contractor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Contractor and Contractor assumes control over that claim.Derivative Works.
To the extent that the Agreement contains Contractor'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.
13. AI System_Not Applicable.
    i. -
14. 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 Contractor to limit its liability shall be void and unenforceable-Contractor's liability for direct damages shall not exceed three (3) times the total annual fees (as documented as of the effective date of the Agreement). Neither party will be liable for indirect, special, incidental, or consequential damages. This limitation will not apply to (a) willful misconduct or gross negligence; (b) Contractor's breach of confidentiality or data security obligations; or (c) Contractor's indemnification obligations for third-party IP infringement
15. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
16. 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 Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request. Contractor 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 incurred. The City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.
17. Licensed users/"seats". If and whenever the Agreement defines or refers to "licensed users" such shall be read to allow installation of the program and its components in a larger number of computers as long as the number of licensed users granted access does not exceed the number of "licensed seats." This provision is intended to allow efficient dissemination of the licensed program, such as disk mastering and other methods of mass installation.
18. Data Governance. For the purposes of this Agreement, "City Data" includes, but is not limited to, all information, records, databases, documents, materials, or any other data provided by the City, collected or accessed by the Contractor on behalf of the City, or generated in the performance of

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services under this Agreement. This includes confidential, sensitive, personal, operational, or proprietary information, regardless of format or medium. The City retains exclusive ownership of all City Data. The Contractor shall not claim any right, title, or interest in City Data, and any use of City Data by the Contractor shall be limited strictly to the purposes outlined in this Agreement. The Contractor is expressly prohibited from accessing, using, disclosing, distributing, selling, or licensing City Data for any unauthorized purpose, including for its own benefit or the benefit of third parties. The Contractor shall implement and maintain comprehensive, industry-standard security measures to safeguard City Data against unauthorized access, loss, theft, alteration, or misuse. These measures shall include, at a minimum, encryption, access controls, monitoring, and regular security audits. The Contractor shall not transfer City Data outside of approved systems, networks, or jurisdictions without the City's prior written consent. In the event of a suspected or confirmed breach or unauthorized use of City Data, the Contractor shall immediately notify the City within twenty-four (24) hours of discovery and provide a detailed written report within forty-eight (48) hours. The Contractor shall cooperate fully with the City to contain, mitigate, and investigate the incident, including providing access to all relevant systems and records. Upon the City's request, the Contractor shall securely return all City Data to the City and permanently delete all copies from its systems and those of its subcontractors or affiliates. The Contractor shall certify in writing that the destruction is complete and irreversible. The Contractor shall comply with all applicable laws, regulations, and City policies governing the handling of City Data. The Contractor agrees to indemnify, defend, and hold the City harmless against any claims, damages, liabilities, fines, or penalties arising from the Contractor's breach of this clause or improper handling of City Data. This clause shall survive the expiration or termination of this Agreement. The Contractor's liability shall not exceed three (3) times the total annual fees (as documented as of the effective date of the Agreement).Notices. Any notice provided pursuant to the Contract, 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) 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 which the Agreement or this Addendum may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:	In the case of Contractor:
City of Franklin	RecTrac, LLC d/b/a Vermont Systems
Attn: _____	Attn: Legal Department
109 Third Ave. South	12 Market Place
P.O. Box 305	Essex Junction, VT
Franklin, TN 37065-0305	05452
FAX: (615)_____	legal@VermontSystems.com
E-mail:_____	_____

19. 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 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.
20. Severability. If any term or provision of the Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected.
21. Precedence. In the event of conflict between this Addendum and the provisions of the Agreement, or any other contract, agreement or other document to which the Agreement or this Addendum may accompany or incorporate by reference, the provisions of this Addendum 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 Addendum.

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22. Entire Agreement. The Agreement 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 Agreement. The terms and conditions of this Addendum may not be changed except by an amendment expressly referencing this Addendum by section number and signed by an authorized representative of each party.
23. Additions/Modifications. 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.
24. Applicable Law; Choice of Forum/Venue. The Agreement constitutes the entire agreement and is 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, Tennessee. The Contractor acknowledges and agrees that any rights or claims against the City of Franklin or its employees, or elected or appointed officials hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
25. 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.
26. Survival. This Addendum shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference.
27. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all Parties.

CITY OF FRANKLIN, TENNESSEE	**RECTRAC, LLC d/b/a VERMONT SYSTEMS**
_____	Signed by: D36F2EAECDD044D...
Signature	Signature
_Eric Stuckey, City Administrator_____	Patrick Hayden President
Print Name and Title	Print Name and Title
_____	10/27/2025
Date	Date

Approved as to form:

_____
J. Blake Harper, Assistant City Attorney

City of Franklin

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

File #: 21-01051

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2025-0493, With LDA Engineering For State Revolving Fund Loan Assistance For The Design Of The Pearl Park Clean Water Facility And AssistanceWith Development Of SRF Funding For Collection System Piping Replacement

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Contract No. 2025-0493 with LDA Engineering for professional services relating to the management of the State Revolving Fund (SRF) Loan from the Tennessee Department of Environment and Conservation.

BACKGROUND/STAFF COMMENTS:

The Water Management Department is moving into the design phase for the new Southeast Clean Water Plant at the Pearl Municipal Complex. Due to the cost of this project, Water Management applied and received a State Revolving Fund (SRF) loan in the amount of $17,600,000. The SRF process has many milestones and requirements that must be met to ensure responsible use of funds.

This contract with LDA Engineering secures consultant services to coordinate the organization of required documents, submissions to SRF, and compliance with all processes that will be audited upon completion. This contract ends on June 30, 2026, and can be renewed as work on the SRF Loan continues.

The contract price also includes support for additional SRF assistance, as necessary, for the application and submittal of a loan request for the ongoing HOBAS repair.

FINANCIAL IMPACT:

The financial impact of this contract is $70,000 and was not budgeted since there was no guarantee of SRF approval. The Water Management budget will be amended appropriately to reflect this unexpected expense.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2025-0493.

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CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2025-0493

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and LDA Engineering hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS.

City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

Consulting Services for Management and Compliance Support for SRF Funding for the Design of the Pearl Park Clean Water Facility and Assistance with Development of SRF Funding for Collection System Piping Replacement

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services and /or construction engineering and inspection services, and/or survey services/ and or appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.

2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.

3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Not to Exceed Amount of Seventy Thousand and No/100 Dollars ($70,000.00).

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 202__.

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TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:

1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.

1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.

1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.

1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.

1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.

2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.

2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.

2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

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3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.

3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.

3.4 ALLOCATION OF RISK AND LIABILITY; GENERAL. Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

3.5 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 LIMITATIONS OF RESPONSIBILITY. Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

4.1 Termination for Convenience. The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes

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effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

(1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.

(2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.

(3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:

(a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

(b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

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The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.

4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

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5.2 ENVIRONMENTAL RESPONSIBILITY.
Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 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.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

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ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 USE OF DATA SYSTEMS: Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant 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 Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

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7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.

7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.

7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.

7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:

a) General Liability Insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 annual aggregate.

b) Automobile Liability Insurance with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.

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c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of $500,000 for each occurrence.

d) Professional Liability Insurance with a limit of $1,000,000 annual aggregate.

8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.

8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.

8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.

9.3 TRAVEL; EXPENSES

City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

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ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.3 NO THIRD PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

10.4 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 Consultant to limit its liability shall be void and unenforceable.

10.5 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 Consultant and each person signing on behalf of any Consultant, 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 contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

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subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

10.6 NON-BOYCOTT OF ISRAEL Except for any contract 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 contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with 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.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract

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or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

LDA ENGINEERING

Signed by:
Zack Daniel
1E1BFDF972824BD...

BY: _____
Consultant's Signature
Print Name & Title: _____
Date: _____

CITY OF FRANKLIN, TENNESSEE

BY: _____
Dr. Ken Moore
Mayor
Date: _____

ATTEST:

BY: _____
Angie Skarp
City Recorder
Date: _____

Approved as to Form:

_____
Shauna R. Billingsley
City Attorney

Docusign Envelope ID: 69189398-E576-4698-8576-F58EF3266999

LDA ENGINEERING

402 BNA Drive
Suite 403
Nashville, TN 37217

Michelle Hatcher, PE
Director
Water Management Department
City of Franklin
124 Lumber Drive
Franklin, TN 37064

RE: Consulting Services for the Management and Compliance Support for the SRF Funding for the Design of the Pearl Park Clean Water Facility
Assistance with Development of SRF Funding for Collection System Piping Replacement

October 2, 2025

Michelle,

LDA Engineering (LDA) is pleased to provide the following scope of work and fee proposal for the above-referenced project(s). This letter provides a summary of the recommended scope of work and fee based on our project understanding through discussions with City staff and follow-up discussions with the State Revolving Fund staff. This initial proposal covers the scope of work, support and fee through the end of the 2026 fiscal year (June 30, 2026). A follow-up proposal for additional services for completion of the grant support past the current fiscal year will be provided, if requested, in Q2 of 2026 prior to the transition to the 2027 fiscal year.

Project Understanding

The Tennessee Department of Environment and Conservation State Revolving Fund (TDEC SRF) has awarded the City of Franklin a Clean Water SRF grant (Application ID 2024-10695) in the amount of $17,600,000 for the design of the Pearl Park Clean Water Facility. As part of moving forward with the SRF process, the City's initial documentation and requested information was required into the SRF GMS by September 25, 2025 and was supported by Emily Kelly and the LDA team to ensure continued progress on the project design.

LDA Engineering will assist and support the City staff throughout the SRF loan process from initial documentation development through final audit. Initially, LDA will complete all upfront requirements of the SRF process to ensure that the project can move forward with design. Once all documentation is received and approved, LDA will assist with all required monthly submittals, including review and submission of Hazen's pay requests. Specific support shall included, but not be limited to the following activities:

- All project management activities through June 2026

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- LDA shall serve as a liaison for completion of all required documentation and information into the GMS system to gain approval and notice for proceeding forward with the design stage and invoicing reimbursement.
- Oversite and tracking of user rate status, status of loan application documents, required coordination and meetings with City of Franklin and SRF staff.
- Review and submission of all initial SRF loan application documents
- Prepare for, attend and assist with all required advertisement for SRF public meetings. Prepare meeting minutes and documentation following meetings.
- Prepare for and attend all scheduled BOMA meetings at which SRF authorizing resolutions will be discussed and passed. In addition, our team will follow-up, as required, for appropriately authorized, signed and executed resolutions and meeting minutes published by the City.
- Review and provide feedback and tracking of all loan application documents.
- Organize and track all SRF additional documents, including all staff Title VI training documentation and any other requirements.
- Coordinate and respond to all SRF questions throughout the application process.
- Create appropriate file tracking system and review all files for documentation.

All of these initial tasks will be completed in this fiscal year to ensure the SRF loan can proceed into the design process for the City of Franklin and Hazen. This initial SRF support, documentation and support shall be completed for a not-to-exceed cost of $40,000 and invoiced utilizing the rate sheet attached herein as Table 2.

Once all initial SRF documentation and submissions for loan approval have been completed, LDA Engineering will provide all required monthly coordination and pay application review, disbursement request preparation and submissions on behalf of the City of Franklin. This monthly support will also include any and all continued coordination and response to SRF staff requests on behalf of the City.

All monthly support will be completed for the initial 9-months of support through the end of FY 2026. This initial 9-months of monthly support shall be completed for a not-to-exceed cost of $20,000 and invoiced utilizing the rate sheet attached herein as Table 2.

All anticipated close-out documentation and audit support will be included in the future scope of work proposal for FY 2027. Thos tasks are anticipated to include:

- File reviews and end of project and other required SRF document submittals
- Audit assistance including audit preparation and all required follow-up

Task 3 includes the initial support, as requested by the Water Management Staff, with the development of and submission of a SRF loan/grant request for the replacement of portions of your collection system. This task includes an initial on-call support fee of $10,000 and work will be completed only as directed by the Water Management staff.

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Anticipated Project Schedule

Our team is engaged and ready to commence work upon direction by the City of Franklin. Our services assume an initial engagement for services on or around September 1, 2025 and will continue as directed and discussed with City staff through the end of FY 2026 (June 30, 2026).

Consulting Fee

Table 1 below summarizes the budget for Tasks 1 through 2, based on proposed billing rates included in Table 2 at the end of this proposal.

Table 1_Fee Schedule

Task	Fee
Task 1: Kick-off and Initial SRF Documentation and Submissions for Loan Approval	$40,000
Task 2: Monthly submissions and coordination, including invoice reimbursements (Initial 9 months – October 2025 through June 2026)	$20,000
Task 3: Support for SRF Request for Collection System Replacement	$10,000
Total	**$70,000**

Please contact us if you have any questions or comments concerning this matter, and thanks for the opportunity to provide services for the City of Franklin. Congratulations on the selection of the City of Franklin by TDEC SRF for this important project and we look forward to supporting and working with the City and Hazen on the design phase of this project.

Thanks,

Zack Daniel, PE
President
LDA Engineering

cc: Dillon Gaster, COF
Taylor Hagood, LDA

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Table 2_LDA Rate Schedule

Description	Rate
PRINCIPAL ENGINEER (Zack Daniel)	$350.00
TECHNICAL SPECIALIST	$250.00
PROJECT MANAGER (Taylor Hagood)	$225.00
CIVIL-ENV. ENGINEER/SCIENTIST VI	$250.00
CIVIL-ENV ENGINEER/SCIENTIST V	$225.00
CIVIL-ENV ENGINEER/SCIENTIST IV	$200.00
CIVIL-ENV ENGINEER/SCIENTIST III	$175.00
CIVIL-ENV ENGINEER/SCIENTIST II	$145.00
CIVIL-ENV ENGINEER/SCIENTIST I	$120.00
SRF SPECIALIST (Emily Kelly)	$175.00
GIS/CADD VI	$140.00
GIS/CADD V	$130.00
GIS/CADD IV	$120.00
GIS/CADD III	$110.00
GIS/CADD II	$100.00
GIS/CADD I	$90.00
FIELD TECHNICIAN VI	$135.00
FIELD TECHNICIAN V	$125.00
FIELD TECHNICIAN IV	$115.00
FIELD TECHNICIAN III	$105.00
FIELD TECHNICIAN II	$95.00
FIELD TECHNICIAN I	$75.00
PROJECT ADMINISTRATOR III	$110.00
PROJECT ADMINISTRATOR II	$100.00
PROJECT ADMINISTRATOR I	$85.00

City of Franklin

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

File #: 21-01824

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration To Grant Sanitary Sewer Availability For 1359 Caroline Circle (Map 89O, Parcel 21.03)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for approval of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:
Date of Request: 10/6/25.
SFUE's Requested: 1.
Domestic Water Meter Size(s): ¾".

This property is located outside, but adjacent to, the City limits. Part of the Goose Creek interceptor is located adjacent to the property in question and a tap was made for the property when the infrastructure was installed. The Water Management Department recommends issuing an approved letter of sanitary sewer availability because the property owner confirmed that their septic system was failing.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve this availability for 1359 Caroline Circle, contingent upon the property owner signing an Annexation Agreement and an Availability Agreement with the City.

HISTORIC FRANKLIN TENNESSEE

Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:	**CHECK ALL THAT APPLY:** ☐ Water ☒ Sewer
Project Name & Subdivision, Section, Lot #	REDWING MEADOWS, SECTION 5, LOT # 0546
Map & Parcel(s) #	0890 , PARCEL # 02103
Property Address:	1359 CAROLINE CIR.
City Project # (If Applicable)	N/A
# of Dwelling Units (If Residential)	1
Applicant's Name & Company	BRYAN BARTON
Applicant's Address	1359 CAROLINE CIR.
Applicant's Email & Phone #	BWBARTON@COMCAST.NET 615-982-2545
Anticipated Water Meter Size(s) (see chart on pg. 3).	3/4"
Water District:	

Sewage Flow Calculations: *Use the City of Franklin Single-Family Unit Equivalent Handbook for Water & Sewer Impact Fee Determination (attached to this application) to develop a table of square footage by use, occupancy groups, occupancy loading factors, and resulting SFUE calculations. (If this will be a multi-phase or multi-section development, include the calculations for all phases. A takedown chart will be required for each phase or section site plan tracking SFUE used to that date.)*

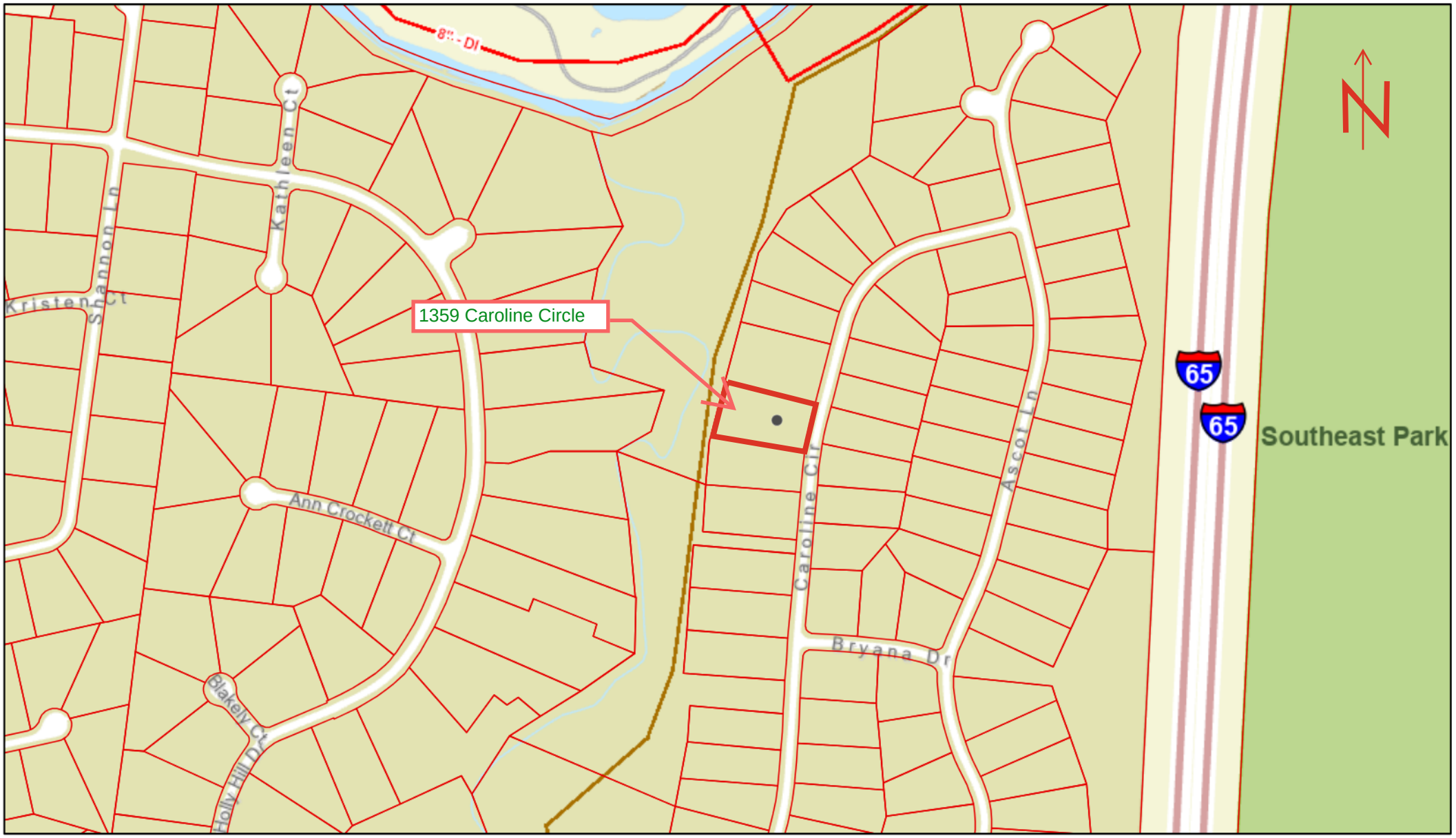
Anticipated sewage flows: *Information Required for Sewer Service*	350 GPD
Anticipated fee total: *(including effluent disposal and tap fees)*	$7,159.42
If County is requiring this request please indicate if you are requesting an approval or denial:	☐ DENY my Request ☒ APPROVE my request **approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial**

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklintn.gov

For additional information or questions please call: 615-791-3218 **Date Submitted:** 10/6/25

1359 Caroline Circle



10/22/2025, 4:04:32 PM

1:6,000

0 225 450 900 ft

0 65 130 260 m

City of Franklin GIS Dept.

City of Franklin GIS Dept. | COF GIS Dept. | COF GIS | Esri., Inc., City of Naperville, Illinois | MVUD, HB&TS | COF Engineering Dept. | City of Franklin GIS Dept./Williamson County GIS Dept. |

Google Maps

1359 Caroline Cir



Imagery ©2025 Google, Imagery ©2025 Airbus, Maxar Technologies, Map data ©2025 Google 50 ft

City of Franklin

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

File #: 21-03172

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration To Deny Sewer Availability For 1104 Ridgeway Drive (Map 79M, Parcel 2.00)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for denial of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 10/10/2025.
SFUE's Requested: 1.
Domestic Water Meter Size(s): ¾" meter (Milcrofton Utility District).

This property is located outside, but adjacent to, the City limits. There is a sanitary sewer main on the adjacent roadway but would require an easement from a neighboring property owner. The City of Franklin does not see an advantage in requiring this homeowner to tie on to the sanitary sewer at this time. The applicant is looking to add a workshop to their property that does not need sanitary sewer service and is requesting denial.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen deny sewer availability for 1104 Rideway Drive.

HISTORIC FRANKLIN TENNESSEE

Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:	**CHECK ALL THAT APPLY:** ☐ Water ☐ Sewer
Project Name & Subdivision, Section, Lot #	N/A
Map & Parcel(s) #	079M 00200
Property Address:	1104 Ridgeway Drive, Franklin, TN 37067
City Project # (If Applicable)	N/A
# of Dwelling Units (If Residential)	single family residence
Applicant's Name & Company	Candace Listz
Applicant's Address	1104 Ridgeway Drive, Franklin, TN 37067
Applicant's Email & Phone #	candybee03@gmail.com / 504-931-9082
Anticipated Water Meter Size(s) (see chart on pg. 3).	N/A
Water District:	N/A

Sewage Flow Calculations: *Use the City of Franklin Single-Family Unit Equivalent Handbook for Water & Sewer Impact Fee Determination (attached to this application) to develop a table of square footage by use, occupancy groups, occupancy loading factors, and resulting SFUE calculations. (If this will be a multi-phase or multi-section development, include the calculations for all phases. A takedown chart will be required for each phase or section site plan tracking SFUE used to that date.)* N/A

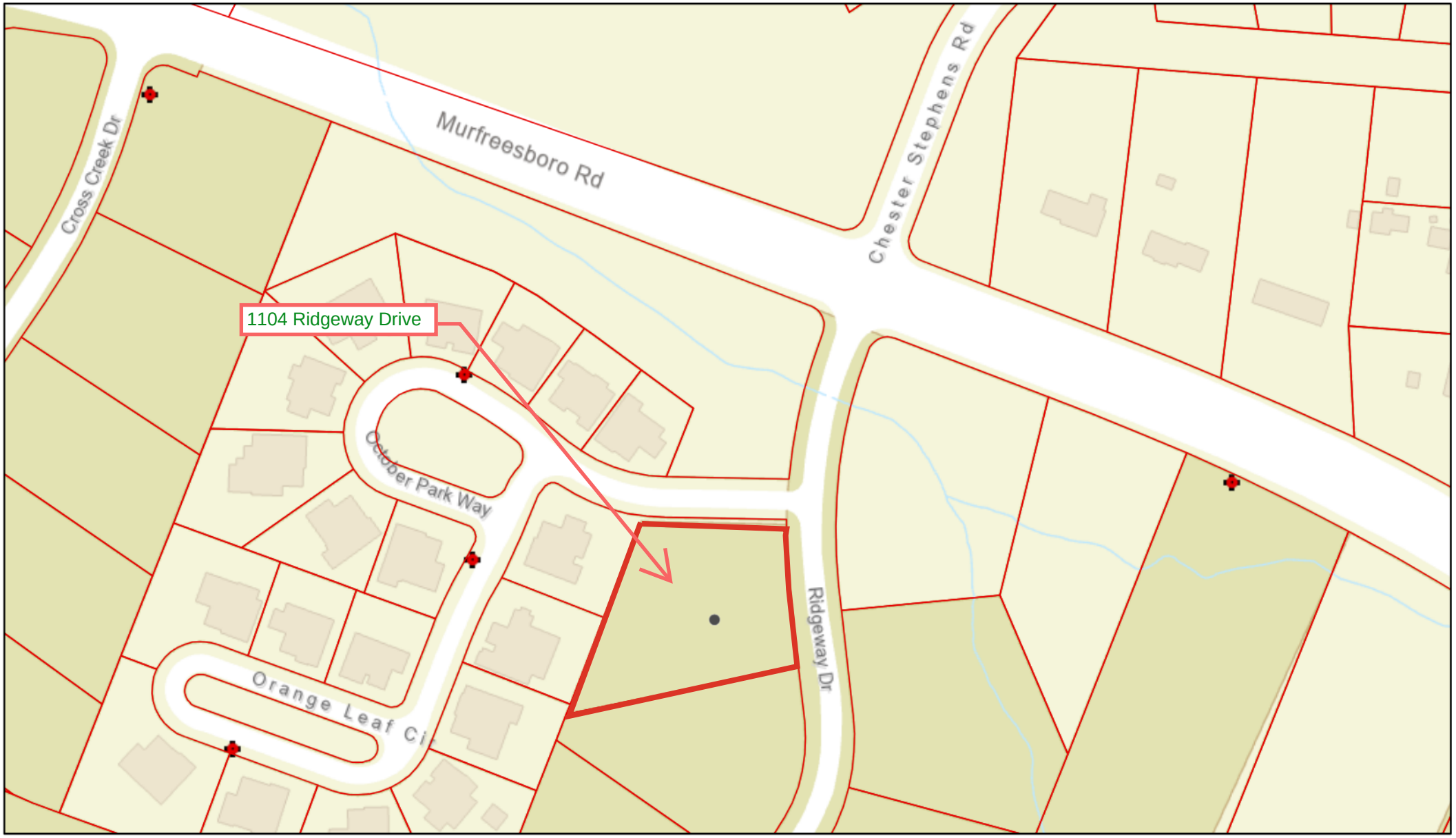
Anticipated sewage flows: *Information Required for Sewer Service*	N/A
Anticipated fee total: *(including effluent disposal and tap fees)*	N/A
If County is requiring this request please indicate if you are requesting an approval or denial:	☑ DENY my Request ☐ APPROVE my request **approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial**

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklintn.gov

For additional information or questions please call: 615-791-3218 **Date Submitted:** 10/10/25

1104 Ridgeway Drive



10/24/2025, 9:16:52 AM

1:2,400

0 90 180 360 ft

0 25 50 100 m

City of Franklin GIS Dept.

ArcGIS Web AppBuilder
City of Franklin GIS Dept. | COF GIS Dept. | COF GIS | Esri., Inc., City of Naperville, Illinois | MVUD, HB&TS | COF Engineering Dept. | City of Franklin GIS Dept./Williamson County GIS Dept. |

1104 Ridgeway Drive



10/24/2025, 9:16:01 AM

1:2,400

0 90 180 360 ft

0 25 50 100 m

City of Franklin GIS Dept.

City of Franklin GIS Dept. | COF GIS Dept. | COF GIS | Esri., Inc., City of Naperville, Illinois | MVUD, HB&TS | COF Engineering Dept. | City of Franklin GIS Dept./Williamson County GIS Dept. |

City of Franklin

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

File #: 21-04114

DATE: 11/11/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration To Deny Sewer Availability For 2625 McLemore Road (Map 132, Parcel 6.01)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for denial of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 10/24/25.
SFUE's Requested: 1.
Domestic Water Meter Size(s): ¾" (Hillsboro, Burwood & Thompsons Station water district).

This property is located outside of the City limits on McLemore Road east of Goose Creek Bypass. No existing City sanitary infrastructure is able to serve this property with City sanitary sewer service. The closest sewer ispproximately 8,000 feet away on Forestside Drive, and no apparent sewer infrastructure proposed to get to that area. The applicants have requested denial. The Water Management Department recommends that a letter of denial be issued to the applicants to allow them to move forward.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen deny sanitary sewer availability for 2625 McLemore Road (Map 132, Parcel 6.01).

HISTORIC FRANKLIN TENNESSEE

Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

Type of Availability Requested:	**CHECK ALL THAT APPLY:** ☐ Water ☑ Sewer
Project Name & Subdivision, Section, Lot #	2625 McLemore Rd
Map & Parcel(s) #	132 006.01 000
Property Address:	2625 McLemore Rd, Franklin, TN 37064
City Project # (If Applicable)	N/A
# of Dwelling Units (If Residential)	1
Applicant's Name & Company	Jeff Ley
Applicant's Address	2625 McLemore Rd, Franklin, TN 37064
Applicant's Email & Phone #	jefferytley@gmail.com / 615-971-5767
Anticipated Water Meter Size(s) (see chart on pg. 3).	N/A
Water District:	N/A

Sewage Flow Calculations: *Use the City of Franklin Single-Family Unit Equivalent Handbook for Water & Sewer Impact Fee Determination (attached to this application) to develop a table of square footage by use, occupancy groups, occupancy loading factors, and resulting SFUE calculations. (If this will be a multi-phase or multi-section development, include the calculations for all phases. A takedown chart will be required for each phase or section site plan tracking SFUE used to that date.)*

N/A

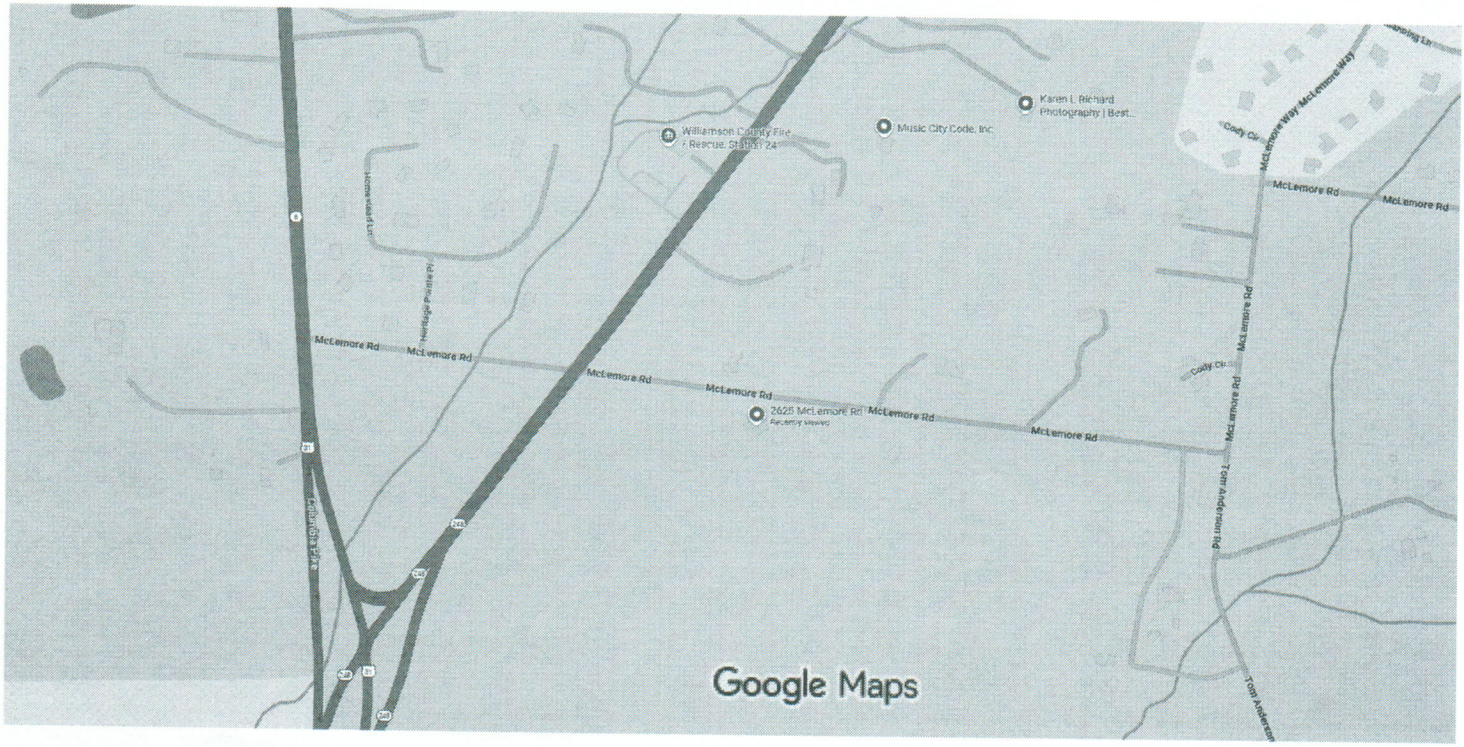
Anticipated sewage flows: *Information Required for Sewer Service*	N/A
Anticipated fee total: *(including effluent disposal and tap fees)*	N/A
If County is requiring this request please indicate if you are requesting an approval or denial:	☑ DENY my Request ☐ APPROVE my request **approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial**

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Email Application to: availability@franklintn.gov

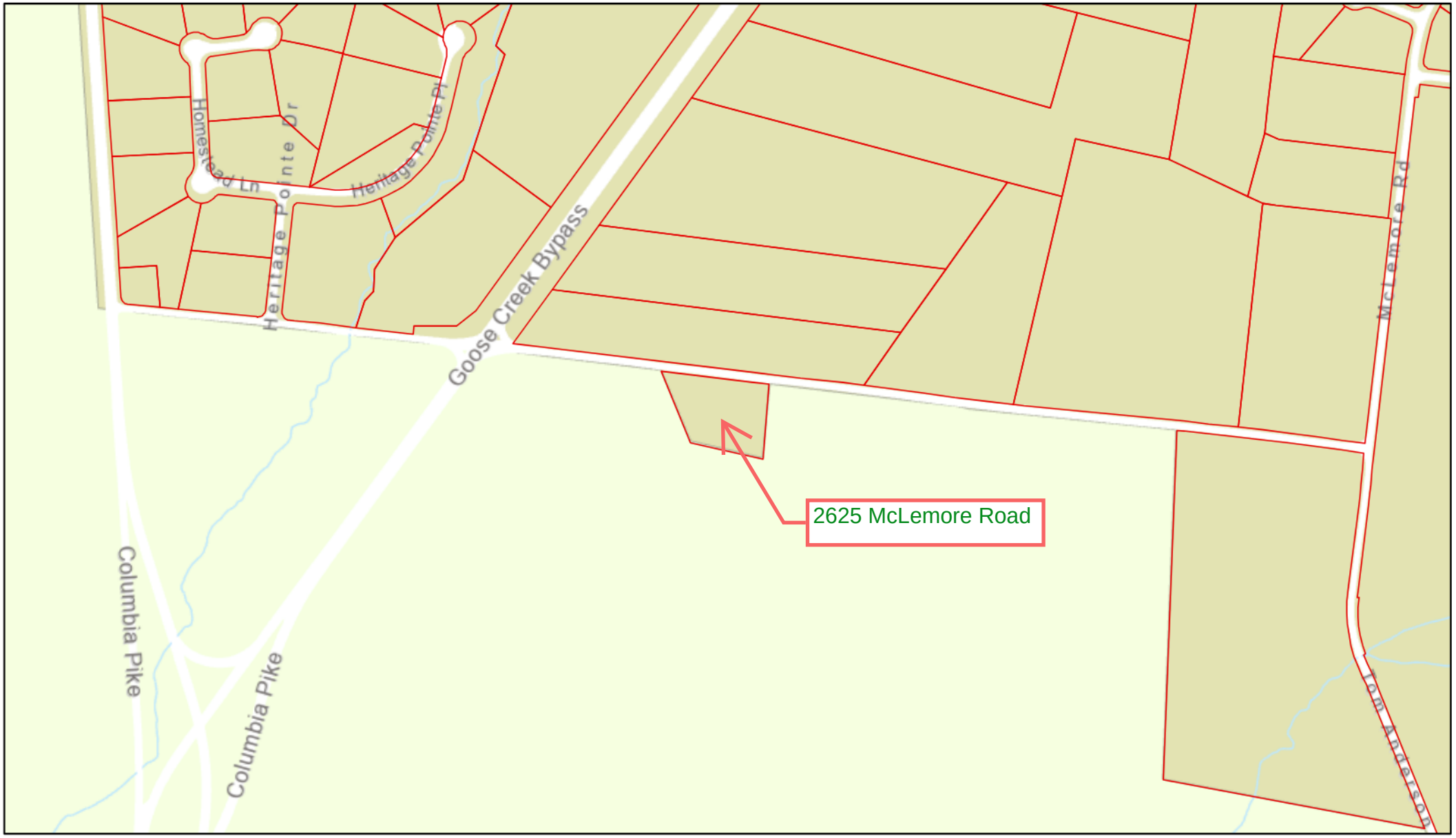
For additional information or questions please call: 615-791-3218 **Date Submitted:** 10/24/2025

Google Maps



Imagery ©2025 , Map data ©2025 Google 200 ft

2625 McLemore Road



10/28/2025, 1:16:43 PM

1:6,000

0 0.04 0.08 0.16 mi

0 0.05 0.1 0.2 km

City of Franklin GIS Dept.

City of Franklin GIS Dept. | COF GIS Dept. | COF GIS | Esri., Inc., City of Naperville, Illinois | MVUD, HB&TS | COF Engineering Dept. | City of Franklin GIS Dept./Williamson County GIS Dept. |