



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, November 25, 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@franklinton.gov before noon on the day of the meeting. Comments will be submitted for the record.

WORK SESSION DISCUSSION ITEMS

1. Consideration Of Event Permit For Franklin Makers Market At Bicentennial Park On May 2, 2026

Sponsors: Milissa Reiersen, Lisa Clayton, Monique McCullough

2. Consideration Of COF Contract No. 2024-0324, With Friends Of Franklin Parks For Lease Agreement For Workers Houses At The Park At Harlinsdale Farm

Sponsors: Lisa Clayton, Heather Eusebio

3. Update/Discussion of Proposed Development Of Bousquet Place (AKA The Hill Property)

Sponsors: Vernon Gerth, Tom Marsh

4. Consideration Of Next Steps To Select Commercial Tenants For The Commercial Spaces On 3rd Avenue South (New City Hall Block)

Sponsors: Mark Hilty, Kelly Dannenfelser

5. City Hall Redevelopment Block Update

Sponsors: Mark Hilty, Kelly Dannenfelser, Chris Koeper

6. Consideration Of Resolution 2025-88, A Resolution Authorizing The City Of Franklin, Tennessee, To Issue Its General Obligation Bonds In The Aggregate Principal Amount Of Not To Exceed \$118,000,000
Finance 10/16/25, 4-0

Sponsors: Kristine Brock

7. Consideration Of Resolution 2025-90, A Resolution Authorizing The Issuance Of Not To Exceed \$118,000,000 In Aggregate Principal Amount Of General Obligation Bonds Of The City Of Franklin,

Tennessee; Making Provision For The Issuance, Sale And Payment Of Said Bonds; Establishing The Terms Thereof And The Disposition Of Proceeds Therefrom; And Providing For The Levy Of Taxes For The Payment Of Principal Of, Premium, If Any, And Interest On The Bonds
Finance 10/16/25, 4-0

Sponsors: Kristine Brock

8. *Consideration Of Change Order 1 To COF Contract No. 2025-0174, With Garney Construction For The Ewingville Drive Emergency 48" FRP Repair In The Amount Of \$1,452,381.52

Sponsors: Michelle Hatcher, Brian Goodwin

9. Discussion Of Hobas Ewingville Repair

Sponsors: Michelle Hatcher

10. Consideration Of Resolution 2025-95, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Banking Services For A Term Of Award

Sponsors: Kristine Brock, Margaret Wilson

11. Consideration Of Resolution 2025-96, A Resolution To Amend The Franklin Police Department Wrecker And Towing Service Rotation Policy And Agreement

Sponsors: Shauna Billingsley, Deb Faulkner

12. *Consideration Of COF Contract No. 2025-0532, With Stag Liuzza, LLC For Legal Representation In A PFAS Class Action Lawsuit On A Contingency Fee Basis

Sponsors: Shauna Billingsley, Bill Squires

13. Consideration Of Amendment 1 To COF Contract No. 2025-0247, With Thomson Reuters For Removal Of Doc Auto Module From City HighQ Contract

Sponsors: Shauna Billingsley, Bill Squires

14. Consideration Of Draft Policies And Procedures Relating To The Consideration Of Petitions For The Creation Of Real Estate Infrastructure Development Districts
WS 4/8/25, 8/26/25, 9/23/25

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

15. Proposed 2026 Calendar Of Board Of Mayor And Aldermen And Committee Meetings

Sponsors: Angie Skarp, Cayce Anderson

OTHER BUSINESS

ADJOURN

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



File #: 21-01011

DATE: 11/25/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Chief Communications Officer
Lisa Clayton, Director of Parks & Recreation
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Event Permit For Franklin Makers Market At Bicentennial Park On May 2, 2026

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Franklin Makers Market at Bicentennial Park on May 2, 2026.

BACKGROUND/STAFF COMMENTS:

Events Hatched has requested an event permit for an event at Bicentennial Park on May 2, 2026. The event, Franklin Makers Market, is free to the public and will feature approximately 75 local and regional artisans and makers selling handmade items. There will also be food trucks and music and a cash bar with alcoholic and non-alcoholic beverages. The event is a fundraiser for Friends of Williamson County Animal Center. Expected attendance is 2,600.

FINANCIAL IMPACT:

The applicant covers the cost of staff, facility usage, and any damage that occurs during the event (including set-up and tear-down).

RECOMMENDATION:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. prior to event.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured and with coverage and limits approved by the City's Risk Manager.

Police Department:

- Applicant will hire private security and/or required number of extra-duty Franklin Police Officers

Sanitation and Environmental Services Department:

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

Fire Department:

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

Parks Department:

- All coordination regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.
- Any major changes to the event after approval, must be reviewed by the Special Events Advisory Team and the Department.

OFFICE USE

ONLY

Permit No: _____



City of Franklin Special Event Permit Application

*Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.*

Note: Filing this application does not guarantee that you request will be granted.

Please list all that apply: Festival/Fair

1. **Name/purpose of event:** Franklin Makers Market
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed):*
Bicentennial Park
3. **Date or dates of event:** 05/02/2026
4. **Start/End Times of Event:**
9a-1p Franklin Makers Market
6p-9p Franklin Cocktail Festival

What date/time will set-up begin? 5/2/2026 6:00 AM

What date/time will tear-down be complete? 5/2/2026 10:00 PM

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

5. **Time of Street Closure** *(if applicable):*
n/a
6. **An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 2,500 Event Staff/Volunteers: 100 Total: 2,600
7. **Name of applicant and Organization Requesting Permit** (at least one applicant must be a resident of the City of Franklin; or the organization must be located in the City limits of Franklin): **Applicant / Organization Requesting Permit**
Christy Bryan
Events Hatched, Inc.
1726 Carriage Court
Brentwood, TN 37027
P: 6152942798

Person in charge on day of event: Christy Bryan

Cell: [REDACTED]

E-mail address: [REDACTED]

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

Name: Lysie Shackelford

Cell: [REDACTED]

E-mail address: [REDACTED]

Name: Susan Torregrossa

Cell: [REDACTED]

E-mail address: [REDACTED]

8. **DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) :

Franklin Makers Market is a fundraiser for the Friends of Williamson County Animal Center. It's the day-time portion of a festival featuring opportunities for the community to come together with both an all-ages/free component & a later ticketed, 21+ event. Franklin Makers Market is an all-ages, free, community event. The event features roughly 75 local and regional artisans and makers as well as The Children's Entrepreneur Market who will each set-up under their own 10x10 weighted tents. They will sell handmade items to guests. There will also be 4-5 food trucks in the parking lot. We will also have a DJ (normally Jared Corder) and we may also hire a few "buskers" to perform throughout the space acoustically. There will be a cash bar where guests can purchase a beer, cocktail and/or non-alcoholic beverages.

Franklin Cocktail Festival is the evening portion of the event and is also of course a fundraiser for the Friends of Williamson County Animal Center. The evening portion is a ticketed, 21+ event. Guests receive a sampling passport which allows them to try 10-12 samples of cocktails (cocktail samples include a 1/4oz of liquor each). The samples are prepared and served by ABC certified staff from a mix of local bars/restaurants as well as spirit suppliers. The event also features a select number of the 75 local and regional artisans and makers who will remain set-up from the Franklin Makers Market portion. There will be 3-5 food trucks in the parking lot. We will also have a DJ (normally Jared Corder) or a band (possibly South Margin). We will also have a photobooth (provided by Smilebar).

This will run through the non-profit's ABC special occasion permit & city beer permit. We will hire ABC certified bartenders and check ID's at the bar. We will have security (St Michaels Security) stationed at all access points to be sure no guests enter or leave with alcohol. We will also have an EMT onsite (typically provided via Williamson Medical Center).

9. **ENCLOSE A DETAILED PDF MAP** of the event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such an event will occur. *For large-scale events, a map or maps should be obtained from the City's GIS division. If also submitting a CAD file, please ensure that it is in DWG file format, and projected in TN State Plane NAD83*

Please detail any restricted parking areas on the event map.

Event Map: [Franklin Makers Market Layout 2026.pdf](#)

10.

Please attach a list (in PDF format) containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of the organization and/or committee.

Administrative Contact List: [Management - Sheet1.pdf](#)

11. **Where is your organization based?** Williamson County
12. **Is your organization authorized to do business in Tennessee?** Yes
13. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** No
IRS tax exemption letter:
14. **Will you charge an admission fee?** Yes
Average admission fee: 54.00
15. **Will you charge a vendor participation fee?** Yes
Average vendor participation fee? 150.00
16. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
17. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes

18. **Is this event a fundraiser?** Yes

What organization will be the benefactor of event? Friends of Williamson Animal Center
What percentage of funds will they receive? 100% of net proceeds

19. **Will parking in the area of the event need to be restricted or prohibited?** No

20. **Will any sound amplification equipment be used during the event?** Yes

21. **Applicant must also include a copy of the insurance certificate indicating coverage and listing the City of Franklin as an additional insured**

***For stages, tents, etc. constructed on site prior to the event, that date must be included on the Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from the site at end of the event. ***Rented inflatables/interactives that are set up and manned by the applicant must be included specifically in the applicant's Certificate of Insurance.

If you already have your insurance certificate, please upload it now in pdf format. Otherwise, your insurance certificate will need to be submitted before your event is approved.

Insurance Certificate:

22. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**

The 2026 vendors have not been selected yet, but below is a list of the types of vendors to be expected based on previous years:

615 Bitters
Catapano Pasta Co.
GREY'S Fine Cheeses
Hot Sauce Nashville
BAE'S BUTTERS
Birdie's Frozen Drinks
Bondi Bowls
Bubbled Up Nash
Carol's Homestead
Compost Nashville
Dry Guys Pantry Supply
Elle & Jo Tea Co
EVOriginal
Jacko's Pepper Jelly
Livvi's Lunchbox
Oatstraw Tea Company
Pink Door Cookies
Remedy Bone Broth
Sarabha's Creamery
Second Harvest
SUPRM Snax
Sweet Greek Treats
Switter's Ice Coffe
The Salty Cubana
The Southern + Acme
The Wok Bros
UNITY
Upstate Pierogi Co.
Cocorico Cuisine
Perfectly Cordial
Ricey and Co. Catering

Suraj Spices & Teas
615 ChuTNey
931 Cookie Co.
Bake to Belong
Bix Bakery
Cold Brew Boba
Coyote Kitchen
De-Lish by Deb
Duane Paus BBQ
Eat Bubbles
Egg Drip
Elle & Jo Tea Co.
EVOoriginals
Fudge Daddy
Honey Child Jellies
Hot Sauce Nashville
Humphreys Street Coffee
Jim's Spaghetti Sauce
Keith Family Honey
Knockin Roots Plant Co.
Liege Waffle Co
Lucky Cajun
Mama Yang and Daughter
MorEmpanadas
My Sauce Lab
Norwegian Blue Farms
Quentin's Sauces, LLC
Quirk 'N Co Donuts
Simply Amazing Apples
Smashwichez
Southern Jerky Co
The Liege Waffle Co.
Ugly Bagel
Upstate Pierogi Co.
West Iris
WHISK Cheesecake Shop
Agape Kombucha
Alchemy Spice Co
Aloha Fish Company
Bang Candy
Bare Bones Butcher
Black Sheep Bottling Co.
Board Chick
Broth stop
Buckin Nuts
Colts Chocolate Co.
Dare Vegan Cheese
Deep South Pies
Delvin Farms
Elderberry Lady
Eli Mason
Elia Greek Market
Elk River Wagyu

Essie and Olive
Fatbelly Pretzel
Feral Ferments
Fruitfully Dipped
Fudge Daddy
Fungus Ranch
Galena Garlic
Gifford's Bacon
Golden Goat Herbals
Goo Goo Cluster
Guatier & Sons Seafood
Gumbo to Geaux
Harmony Lane Dairy
Hatcher Family Dairy

23. **Will food, beverages, or merchandise be sold or given away?** Yes

Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.

Clean Up Plan and Provider: [Clean Up Plan.pdf](#)

24. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a [grease waste hauler](#) to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

25. **Will you require a temporary water tap?** No

If yes, please list exact locations:

26. **Will alcohol, beer, and/or wine be given away or sold?** Yes

If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

27. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes

Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require a special inspection from the Franklin Fire Department. All tents must meet the requirements of Chapter 31 of the International Fire Code. Tents 20-ft by 20-ft or larger must have an approved label or documentation showing the tent fabric meets all flammability requirements. Tents larger than 400-SF must be inspected and approved by the fire department before the event opens. All cooking operations must be inspected and approved by the fire department before the event opens. Cooking operations will be periodically inspected throughout the event. Tents should be taken down on the date the event has ended. **Please read the Additional Requirements section of this application for more information.**

28. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*

Good Neighbor Letter: [Good Neighbor Letter.pdf](#)

Good Neighbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all State and Federal Laws.
- 2) I/We agree to abide by all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 3) I/We do swear or affirm that all of the information given in this application is true and complete.
- 4) I/We do swear or affirm that the organization is located in the city limits of Franklin and/or one of the applicants is a resident of the City of Franklin, Tennessee.
- 5) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 6) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 7) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 8) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 9) I/We understand and acknowledge that all vendors, acts, performers, organizers, and patrons must not violate any laws pertaining to adult entertainment as defined by Tennessee State law.
- 10) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 11) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 12) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 13) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: Christopher CEO Date: 07/15/2025
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

Event Name: Franklin Makers Market

Signature: _____



FORM C

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

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

Signature: _____



Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Christy Bryan - Events Hatched, Inc.

Event Name: Franklin Makers Market

Event Date(s): 05/02/2026

- Time amplification equipment will be used:** From: 9:00 AM To: 9:00 PM
- Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:
There will be speakers for the DJ in the back of the Pavilions facing the rest over the Pavilion covered space.

Sound Amplification Map: [26FMMfromBicentennialParkFranklin.pdf](#)

- For what purpose will sound amplification be used?** Please list all that apply: Announcements/Speeches, DJ
- Type of Amplifier:** PA System
- | | | |
|--------------------------------|------------------------------|--------------------------------|
| Number of Amplifiers: 1 | Number of Speakers: 2 | Number of Performers: 1 |
|--------------------------------|------------------------------|--------------------------------|
- Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: Christy Bryan	Cell: [REDACTED]	E-Mail: [REDACTED]
Name: Lysie Shackelford	Cell: [REDACTED]	E-Mail: [REDACTED]

Authorized Signature: Christy Bryan

Date: 07/15/2025

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.



50 Feet



Franklin Makers Market at Bicentennial Park

Rollaway
Dumpsters

Food Trucks

Martin Luther King Jr Ave

N Margin St

3rd Ave N

2nd Ave N

Event
Parking



-  Security
-  Vendors
-  Stage

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2025. All Rights Reserved.

Clean Up Plan

Franklin Makers Market & Franklin Cocktail Festival will hire ProImage staff to maintain a clean event space during the event. They will clear any trash/debris they see onsite during the event as well as replace trash cans with fresh bags & move full trash bags to the rollaway dumpsters.

The event will rent large trash cans (typically about 20-30) from the rental company (Grand Tents).

The event will rent rollaway dumpsters from the City of Franklin Sanitation Department.

The event will work with the City of Franklin Sanitation Department on any special receptacles for accepting recycling.

Christy Bryan		127 Featherstone Drive, Franklin, TN 37069	CEO
Susan Torregrossa		12 Ledge Rd, Cumberland-Foreside, ME 04110	President

Open Issues: 6	
FIRE-Special Event	
General Issues	
2. Food Trucks	
jonathand@franklintn.gov	Food trucks must meet the following requirements: 1. Food trucks are spaced 10-feet apart 2. Food trucks with cooking operations require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor. 3. Food trucks with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor. 4. Food trucks using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor. 5. Food trucks using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals. 6. Only listed safety cans are used to dispense gasoline or other flammable liquids. 7. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service 8. Food trucks with cooking operations that produce grease-laden vapors must have a Type 1 hood with a fire suppression system. The suppression system must have a current inspection tag issued by a licensed fire equipment distributor. Not enforced at this time. 9. Food trucks using propane must have an approved propane gas detector. Not enforced at this time
3. Site Plan	
jonathand@franklintn.gov	Please provide the vendor tent and stage layout site plan, indicating location, tent size, stage size, food trucks, cooking vendors, etc. These are subject to a fire inspection by a Franklin Fire Inspector prior to the event.
4. Propane Tanks (Cooking)	
jonathand@franklintn.gov	Propane tanks used for cooking are required to be secured at least 10' away from the inside of a tent without tripping hazards over the hose.
5. Mobile Food Vendor / Food Truck Video	

jonathand@franklintn.gov The fire department has a short video describing fire department requirements for mobile food vendors and food truck vendors. Please include this link in your vendor information packet.

<https://www.youtube.com/watch?v=-Wqp0xp-X9k&list=PLDC8BB691331C242B&index=1>

6. Bicentennial Park Special Event Application

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

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

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

Sanitation and Environmental Services

General Issues

1. Solid Waste Service

bobby.sullivan@franklintn.gov Thank you for providing your cleanup plan document. Eight cubic yard dumpster boxes can be rented at a fee of \$110.00 per each dumpster requested. One dump is included in the rental price. You may secure rental of these services by contacting our office at 615-794-1516. Thank you for the opportunity to be of service.

Staff Conditions:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. prior to event.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured and with coverage and limits approved by the City's Risk Manager.

Police Department:

- Applicant will hire private security and/or required number of extra-duty Franklin Police Officers

Sanitation and Environmental Services Department:

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

Fire Department:

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

Parks Department:

- All coordination regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.
- Any major changes to the event after approval, must be reviewed by the Special Events Advisory Team and the Department.



File #: 21-0825

DATE: 11/25/2025
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 COF Contract No. 2024-0324, With Friends Of Franklin Parks For Lease Agreement For Workers Houses At The Park At Harlinsdale Farm

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Lease Agreement with Friends of Franklin Parks for the Workers Houses at The Park at Harlinsdale Farm.

BACKGROUND/STAFF COMMENTS:

The City owns and operates the Park at Harlinsdale Farm (239 Franklin Road), which serves equestrian, special event, and public use purposes. The City and Lessee previously entered into a Lease Agreement for Event Spaces at Harlinsdale Farm (COF Contract No. 2020-0244), dated January 28, 2021, and amended March 15, 2023. The City intends to restore and preserve two historic structures known as the "Worker's Houses". Restoration will follow guidelines set forth in Section 4.6.3 of the 2015 Comprehensive Parks and Recreation Master Plan. Upon completion of the Restoration, the City and Lessee will jointly use the Worker's Houses for purposes outlined in the Lease. The Lessee shall have the right to rent the Leased Premises from the City for a period of time up to and not in excess of 30 days in the aggregate during each twelve (12) month period.

FINANCIAL IMPACT:

The City agrees to pay Lessee an amount equal to fifty percent (50%) of all costs related to the construction of the Worker's Houses and the City shall be responsible for 100% of all costs related to the construction of infrastructure improvements (gas, electricity, plumbing, sewer, and utilities) only up to the outside connections and taps serving the Workers Houses.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2024-0324.

**LEASE AGREEMENT
COF CONTRACT NO. 2024-0324**

**LEASE AGREEMENT BY AND BETWEEN THE CITY OF FRANKLIN, TENNESSEE
AND FRIENDS OF FRANKLIN PARKS FOR THE WORKERS HOUSES AT THE
PARK AT HARLINSDALE FARM**

This Lease Agreement ("Lease") is made this _____ day of _____, 2025 by and between the City of Franklin, Tennessee ("City") and Friends of Franklin Parks, Inc., a Tennessee not for profit corporation ("Lessee").

RECITALS:

WHEREAS, the City owns, operates and maintains certain facilities for equestrian and special events and other public uses, which facilities are generally known as the Park at Harlinsdale Farm, 239 Franklin Road, Franklin, Tennessee within the City's corporate limits; and

WHEREAS, the City and the Lessee have entered into that certain Lease Agreement for Event Spaces at Harlinsdale Farm (COF Contract No. 2020-0244) dated January 28, 2021, as amended by Amendment No. 1 dated March 15, 2023;

WHEREAS, the City desires to restore and preserve the "Worker's Houses" (as more accurately described and defined as structures "A" and "B" on Exhibit A attached hereto, also referred to herein as the "Worker's Houses") back to their original state as stated in Section 4.6.3 of the 2015 Comprehensive Parks and Recreation Master Plan (the "Master Plan"); and

WHEREAS, the restoration of the Worker's Houses contemplated by this Lease shall be referred to herein as the "Restoration;" and

WHEREAS, once the Restoration is completed, the City and the Lessee will jointly use the Worker's Houses as set forth herein.

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, and for the good and valuable consideration, the parties hereto agree as follows:

1. Incorporation of Recitals. The parties acknowledge the above-stated recitals, and they are incorporated into this Lease as if fully stated herein.
2. Leased Premises. Subject to the following provisions, the Lessee hereby leases from the City the Worker's Houses and grounds as shown generally on Exhibit A attached hereto, including any improvements located thereon and/or subsequently made thereto pursuant to the Restoration (the "Leased Premises").

3. Term of Lease. This Lease is divided into two separate terms as set forth herein. The initial term of this Lease commences on the date hereof and extends to the earlier of: (a) the date that the City agrees in writing (as evidenced by a written communication from the City Administrator) that the Restoration (as defined herein) has been completed or (b) December 31, 2027 (herein the "Initial Term"). During the Initial Term, the Lessee shall construct the Renovations, all as set forth in Section 5 herein. Upon the expiration of the Initial Term, the Lessee shall have the right for a period of time commencing upon the expiration of the Initial Term for 180 months thereafter (the "Rental Period") to lease and rent the Leased Premises as set forth in Section 4 below. The City agrees that the Lessee may request to extend the Rental Period for up to two (2) additional 60-month periods. However, such extension shall be subject to the City's prior written approval, which may be granted or withheld at the City's sole discretion. The Lessee must submit a written request for the extension to the City at least ninety (90) days prior to the expiration of any effective Rental Period. Lessee understands and agrees that its use of the Leased Premises during any Rental Period is limited strictly in accordance with the provisions of Section 4 below. During both the Initial Term and the Rental Period, the Lessee shall pay to the City rent in the amount of Four and No/100 Dollars (\$4.00) per year.
4. Rental Rights. During the Rental Period, the Lessee shall have the right to rent the Leased Premises from the City for a period of time up to and not in excess of 30 days in the aggregate during each twelve (12) month period commencing from the beginning date of the Rental Period, provided that: (a) the Lessee may not rent the Leased Premises without prior written approval from the City and in no event shall the Lessee be permitted to rent the Leased Premises for more than ten (10) consecutive days, (b) the Lessee shall obtain a Special Event Permit from the City, whether through the Special Events Advisory Team (SEAT), the City Parks Department, or through any other event permitting process required for the event in question, for all rental requests regarding the date or dates and times of rental and the use of the Leased Premises by Lessee, and (c) the Lessee adhere to all other applicable terms and provisions of this Lease.
5. Renovation. During the Term, the Lessee shall submit all plans related to the Renovations to the City for the City's approval. Additionally, the Lessee shall submit to the City a schedule and timeline for the construction of the Renovations (the "Construction Schedule"). In constructing the Renovation, the Lessee shall cause its contractors and agents to obtain all permits required by the City, and it shall cause its contractors and agents to comply with all requirements of the City related to the construction of the Renovations. During construction of the Renovations, the Lessee shall provide and maintain construction fencing at such locations as required by the City.

The term "Renovations" for the purpose of this Lease shall include the design of the exterior and interior of the Worker's Houses, the construction and redevelopment of the Worker's Houses, and the installation of signage and/or historical interpretation markers related to the history of the Worker's Houses.

- (i.) Subject to the completion of any Renovations and Improvements made by Lessee to the Leased Premises, Lessee shall not do any act or suffer any act done on Lessee's behalf or for Lessee's benefit, or with Lessee's permission during the term of this Lease, which will in any way deface, alter or injure any part of the Leased Premises, excepting normal wear and tear. Lessee shall allow no lien to be placed against the Leased Premises or any buildings located on the Leased Premises.
- (ii.) Time is of the essence in the Lessee's performance of the Renovations and Improvements. Failure to perform the Renovations and Improvements in a timely manner (i.e. on or before December 31, 2027), if unexcused by the City, shall be considered a material breach of this Lease. Upon a delay or potential delay, Lessee shall immediately provide written notice to the City of all pertinent details regarding any actual or potential cause or event that threatens the timely performance of the Renovations and Improvements. In the event of any actual or potential delay, Lessee shall promptly notify the City of the actions being taken to overcome or minimize the delay, provide the City with a written recovery schedule.
- (iii.) Vesting. In accordance with T.C.A. § 13-4-310 and Franklin Zoning Ordinance 20.19, Vesting Period shall be a period of three (3) years and begins on the date of approval by the BOMA resolution approving the development plan (the "Vesting Period"). If Lessee has not completed the Renovations and Improvements within the Vesting Period, the City reserves the right to immediately terminate this Lease and reimburse the documented funds expended by the Lessee for the direct purpose of the Renovations or Improvements through the date of termination.
- (iv.) All alterations, additions, repairs, replacements, and improvements made to or upon the Leased Premises shall be deemed to be part of the Leased Premises and shall become property of the City upon the completion of the Renovations; provided, however, that trade fixtures, machinery, and equipment that are installed by Lessee and removable without materially injuring the Leased Premises shall remain the property of Lessee.

City's Right to Access. The City reserves the right to access the Leased Premises at any time during the Term of this Lease.

6. Furniture and Historical Artifacts. The City and Lessee agree that with the City's approval, the Lessee may place furniture and historical artifacts inside the Worker's Houses for use by the City and/or Lessee subsequent to the construction of the Worker's Houses contemplated hereby; provided, however it is understood and agreed that the ownership of such furniture and artifacts shall remain with Lessee. The Lessee acknowledges and agrees that the City shall not be liable for, and expressly disclaims any responsibility for, any loss, damage, destruction, or theft of any furniture, equipment, or other personal property placed or maintained on the premises by the Lessee or any third party, whether such loss occurs due to negligence, act of God,

vandalism, or any other cause whatsoever. The Lessee assumes all risk of loss or damage to such property and is solely responsible for securing appropriate insurance coverage.

7. Right to Terminate. In the event that the Lessee fails to adhere to the Construction Schedule and /or fails to comply with any City requirements related to the construction of the Renovations, then the City shall provide written notice thereof, and Lessee shall have a reasonable period of time to cure such failure. In the event that the Lessee fails to cure such failure to perform to City's reasonable satisfaction, then the City may terminate this Lease.
8. Payments to Lessee by City. The City agrees to pay Lessee an amount equal to fifty percent (50%) of all costs related to the construction of the Worker's Houses; provided, that, it is agreed that the City shall be responsible for 100% of all costs related to the construction of infrastructure improvements (gas, electricity, plumbing, sewer, and utilities) only up to the outside connections and taps serving the Workers Houses. Such payment shall be paid from time to time and within a reasonable time after the Lessee has submitted a payment request to the City, together with all related invoices, bills, and back-up information required by the City to verify the payment due.

The Lessee:

- (a) Shall provide a COI naming COF as Additional Insured for General Liability with Waiver of Subrogation Primary and Non-contributory.
- (b) Shall have the contractor provide a COI naming both Friends of Franklin Parks and COF as Additional Insured for General Liability with Waiver of Subrogation and Primary Noncontributory coverage. The contractor shall provide a COI with proof of Workers Compensation coverage with Waiver of Subrogation.
- (c) Shall obtain a Builders Risk policy for the restoration of the two Worker's Houses and name COF as an additional insured.

The Lessee:

- (i.) Shall not interfere with or hold simultaneous events within Forty-Eight (48) hours of large-scale annual events already established by the City for the Hayes House (e.g., 4th of July, Family Day, or other large-scale events approved by the City). The City shall coordinate with Lessee to utilize the Leased Premises during these events and may on occasion request participation from Lessee to enhance these events for the general public. This shall be coordinated through the scheduling software so as not to have conflicting events scheduled concurrently. Lessee shall have the right to charge any large-scale renter/special event organizer rental fees for leased areas. In return, Lessee shall have the right to negotiate any fees or donations with the organizer within leased areas.

- (ii.) Shall, in cooperation with the City, coordinate pre and post inspections of the Leased Premises and assess damages should any occur. The City, at its election, may request Lessee to assess property and/or structural damages and provide quotes for replacement or repairs.
- (iii.) Shall, in cooperation with the City, coordinate the logistics how to handle the simultaneous scheduling of events on the Leased Premises. If events are to operate simultaneously (Lessee and other City-Permitted Events), a joint meeting with each party shall occur sixty (60) days prior to the events taking place to strategically work through traffic (ingress and egress), refuse collection, parking, insurance, public safety concerns, and start/end times.
- (iv.) Shall pay any staff fees for events which require City Staff to participate at the rate established by the City and consistent with City overtime policies.
- (v.) Shall not assume sole custody of the entire Two Hundred (200) acres at any time as Harlinsdale Farm is open to the general public and operated all times as a City park.
- (vi.) Shall notify City immediately of any damage to or injuries on the Leased Premises. Lessee is required to have an incident form to be completed with person(s) who are injured. Such form shall be turned into the City Parks Department within Twenty-Four (24) hours post-incident.
- (vii.) Shall require all third-party contractors to provide a Certificate of Insurance with the City of Franklin named as an additional insured.
- (viii.) Shall at the expiration of the said term peaceably yield to the City the Leased Premises and all erections and additions made upon the same, in good repair in all respects, reasonable use and wear expected.

The City:

- (i.) Shall add the two Worker's Houses to the COF Property coverage prior to restoration.
- (ii.) Upon completion of the restoration, the two Worker's Houses shall be updated in value on the COF Property policy.
- (iii.) Shall prepare the landscape surfaces of the Leased Premises and maintain them free of ruts and other open and obvious hazards. Maintenance shall include irrigation, maintaining proper grading of the Leased Premises, and general maintenance, with the exception that cleaning and ordinary maintenance of the Worker's Houses will be solely the responsibility of the Lessee. The City's Risk Management

Department shall complete inspections of the Worker's Houses twice per year to ensure proper function of all utilities and for fire hazards.

- (iv.) The City and the Lessee shall coordinate pre and post inspections of all Leased Premises and assess damages, should any occur during construction. The City shall request Lessee to assess property and/or structural damages and provide quotes for replacement or repairs.
 - (v.) Shall keep the exterior of the buildings, mechanical, electrical, and plumbing in such repair as the same are at the commencement of the Lease or as may be put in during the continuance thereof, reasonable wear and tear only expected.
 - (vi.) Shall provide electric, water, sewer and stormwater to the Leased Premises and provide weekly trash or dumpster pickup during the Term.
9. Alcohol – Serving and Selling. The City does not permit alcohol consumption at Worker's Houses outside of a public event that meets the following criteria: (a) Lessee shall obtain the applicable Special Event Permit required by the City to hold the public event, whether through the Special Events Advisory Team (SEAT), the City Parks Department, or through any other event permitting process required for the event in question; and (b) Lessee may serve or sell alcoholic beverages only by an ABC licensed caterer or after having received a Special Occasion Permit from the Tennessee Alcoholic Beverage Commission, or after having received a Beer Permit from the City of Franklin Beer Board, as applicable. Lessee must comply with all state and local rules and regulations for the sale and service of alcohol, including open container and permitting rules. When alcohol is served, the Lessee is required to provide a Certificate of Insurance that includes Liquor Liability Coverage with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. The Certificate must name the City of Franklin as an Additional Insured with respect to the event and include Waiver of Subrogation in favor of the City of Franklin. Coverage must also be designated as Primary and Non-Contributory to any insurance maintained by the City of Franklin. The Lessee must take all reasonable precautions to ensure the safety of all guests with regard to alcohol consumption. The City reserves the right to evict from the Leased Premises any member of any party who, because of intoxication or other consideration, may be found to be creating a disturbance or threatening the peace, tranquility, or safety of guests or property. Events with alcohol that have attendance over 200 people will require at least one paid City of Franklin Police officer on the Leased Premises through the entirety of the event. As used herein the term "sold" refers to (1) cash bar, and (2) events that serve, give away, or sell alcohol during the event, including previous ticket sales.

II. RENOVATION AND IMPROVEMENTS ON RENTAL LEASED PREMISES

1. Renovation and Improvements. In addition to the requirements of paragraph 5 herein, in the event that the Lessee desires to construct any improvements on the Leased

Premises, or in the event the Lessee desires to renovate any of the existing improvements on the Leased Premises, the Lessee shall obtain the written consent of the City prior to initiating any work related thereto. Unless otherwise agreed to by the City in writing, all construction and renovation shall be at the expense of Lessee. Lessee shall comply with all City and/or State of Tennessee building codes, rules, and regulations in connection with any such renovation and construction, including, but not limited to, obtaining site plan approval and building permits. If required by the City, the Lessee shall employ a construction management firm acceptable to the City for all construction projects on the Leased Premises. Lessee shall select all contractors and suppliers; provided, that such contractors and suppliers have been approved by the City or included on the City's Master List of approved contractors. The City shall approve all plans and specifications for renovation and construction, subject to reasonable conditions. The Lessee shall include a staff engineer employed in any construction planning.

2. The City and Lessee shall work together on any master planning of the Leased Premises, design documents for Leased Premises or restored structures and agree on the overall compliance with the historic significance and City master plan.

III. GENERAL TERMS AND CONDITIONS

1. Assignment. This Lease may not be assigned by either party without the prior written consent of the non-signing party.
2. The City Shall Have No Liability. The City shall not be liable to Lessee or Lessee's employees, agents, guests, licensees, or invitees or to any other person whomsoever for any injury, including death, to persons or damage to property on or about the Leased Premises or the Worker's Houses, which is caused by the negligence or misconduct of Lessee, its employees, agents, guests, licensees or invitees entering the Leased Premises or The Park at Harlinsdale Farm under expressed or implied invitation of Lessee arising out of or relating to the use of the Leased Premises by Lessee in the conduct of its business herein or arising out of or relating to any breach or default by Lessee in the performance of its obligations hereunder. Lessee hereby agrees to indemnify the City and hold the City harmless from any loss, expense, or claims arising out of or relating to such damage, injury, or death. Lessee further agrees to be responsible for and indemnify and hold the City harmless from any damages or expenses to Lessee, arising out of or caused by burglary, theft, or other illegal acts performed on the Leased Premises and to notify the City of such an event within twenty-four (24) hours of Lessee's notification of such an event.
3. Liens and Encumbrances. Lessee shall keep the Leased Premises free and clear of all liens and encumbrances except those created or permitted under this Lease.
4. Accident Report Form. Lessee shall submit within twenty-four (24) hours all accident reports to the City of Franklin Parks Department.

5. Insurance. Lessee during the term of this Lease shall procure and maintain at its sole cost and expense, insuring Lessee and the City against any and all liability from injury or death to a person or persons, and for damage or destruction of property occasioned by or arising out of or in connection of the Leased Premises. Lessee shall maintain minimum insurance as provided in Exhibit C.
6. No Agency/Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in any manner contrary to the terms of the paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
7. Terminations/Notices. This Lease may be terminated by Lessee to City, upon ninety (90) days' written notice. This Lease may be terminated by City pursuant to Section 8 below. Any notice provided pursuant to this Lease, if specified to be in writing shall be in writing and shall 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 request; (c) if by next day delivery service, then upon 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 Lease may accompany, or such other address as either party may in the future specify in writing to the other):

In the Case of City:

City of Franklin Parks Department
Attn: Parks Director
109 Third Avenue South
P.O. Box 305
Franklin, TN 37065

In the Case of Lessee:

Friends of Franklin Parks, Inc. a
Tennessee not for profit corporation
Attn: Executive Director
P.O. Box 549
Franklin, TN 37065

8. Events of Default. The occurrence of any one or more of the following events constitutes an "Event of Default" under this Lease:
- (a) Lessee's failure to make during the Lease any lease payment (or other payment) within fifteen (15) days when due; or
 - (b) Lessee's failure to perform or observe any other covenant, condition, or agreement to be performed or observed by it under this Lease, and the failure is not cured or steps satisfactory to the City taken to cure the failure, within thirty (30) days after written notice of the failure to Lessee by the City; or
 - (c) The discovery by the City that any material statement, representation or warranty made by Lessee in this Lease or in any writing delivered by Lessee pursuant to or in connection with this Lease is false, misleading or erroneous in any material respect; or

- (d) The initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of Lessee; or
 - (e) Lessee shall be or become insolvent or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or Lessee shall apply for or consent to the appointment of receiver, trustee, or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Lessee; or Lessee shall institute (by petition, application, answer, consent, or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application, or otherwise) against Lessee, or any judgement, writ, warrant of attachment, or execution or similar process shall be issued or levied against a substantial part of the property of Lessee.
9. Remedies. Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, the City may, at its option, exercise any one or more of the following remedies as to the Leased Premises:
- (a) By written notice to Lessee, declare an amount equal to all amounts then due under the terms of the Lease and all remaining lease payments due thereon, whereupon that amount shall become immediately due and payable;
 - (b) Within fifteen (15) days after written demand or notice to Lessee, terminate this Lease and enter and take immediate possession of the Leased Premises wherever situated, without any court order or process of law and without liability for entering the Leased Premises;
 - (c) Lease or sublease the Leased Premises for the account of Lessee, holding Lessee liable for all lease payments and other payments due to the effective date of such leasing or subleasing and for the difference between the purchase price, rental, and other amounts paid by the purchaser, lessee or sublessee pursuant to such lease or sublease and the amounts payable by Lessee; and
 - (d) Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State of Tennessee or any other applicable law or proceed by appropriate court action to enforce the terms of this Lease or to recover damages for the breach of this Lease or to rescind this Lease as to the Leased Premises.

Lessee will remain liable for all covenants and obligations under this Lease, and for all legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by the City with respect to the enforcement of any of the

remedies under this Lease, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred.

In the event that the City seeks to remove the Lessee from the Leased Premises pursuant to this paragraph, then, Lessee shall within ten (10) calendar days after notice from the City, at its own cost and expense: (a) remove all contents of the Leased Premises and, if deinstallation, disassembly or crafting is required, cause the equipment to be deinstalled, dissembled and created; and (b) deliver the keys to the Leased Premises to a location specified by the City. If Lessee refuses to deliver the keys to the Leased Premises in the manner designated, the City may enter upon the Leased Premises and take possession of the Leased Premises and charge to Lessee the costs of such taking. To the extent permitted by applicable law, Lessee hereby expressly waives any damages occasioned by such taking. If Lessee makes modifications to the Leased Premises after building out and such modifications impede the taking of possession of the Leased Premises, the cost of removing the impediments and restoring the site shall be the sole expense of Lessee. All of Lessee's right, title, and interest in the Leased Premises, the possession of which is taken by the City upon the occurrence of an Event of Default (including, without limitation, construction contracts, warranties, guaranties or completion assurances applicable to such Equipment), shall pass to the City, and Lessee's rights in such equipment shall terminate immediately upon such repossession.

10. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. All remedies herein conferred upon or reserved to the City shall survive the termination of this Lease.
11. Headings. All section headings contained in this Lease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
12. Governing Law and Venue. The Lease 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.
13. Amendments. If seeking any addition or modification to the Lease, 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 Lease, however, an omission of the reference to the same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order acknowledge, or other writings unless: (a) such purchase order, acknowledgement or other writings specifically refer to the Lease or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Lease; and (c) such purchase

order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

14. Severability. If any provision of, or any covenant, obligation or agreement contained in this Lease is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Lease. The invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.
15. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Lease.
16. 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 Lessee to limit its liability shall be void and unenforceable.
17. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relations to the Lease. No arbitration or mediation shall be binding.
18. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the Lease 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.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement by their authorized officers as of the date set forth above.

LESSOR:

CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. Ken Moore

Mayor

Date: _____

Attest: _____

Angie Skarp

City Recorder

Date: _____

Approved as to form by:

William E. Squires

City of Franklin Deputy City Attorney

LESSEE:

**FRIENDS OF FRANKLIN PARKS,
INC., A TENNESSEE NOT FOR
PROFIT CORPORATION**

By: _____

Torrey Barnhill

Executive Director

Date: November 10, 2025

Lease Agreement for the Harlinsdale Worker's Houses Exhibits A-C

Exhibit A – Map of Leased area.....	13
Exhibit B – Incident Report.....	14
Exhibit C – Insurance Requirements.....	15

EXHIBIT A



Exhibit B



FRIENDS OF FRANKLIN PARKS INCIDENT REPORT

This report should be completed and returned to: Friends of Franklin Parks, PO BOX 549 ,
Franklin, TN 37064 NO LATER then the following day of the noted incident.

Name: _____ Phone: _____

Address: _____ DOB: _____

Incident Date: _____ Time: _____ Location: _____

Activity Involved: _____

Incident Description: _____

Witness Names and Phone Numbers: _____

If there was an injury, describe that injury: _____

Was medical attention administered? If so, what was done? _____

Was there transport to a doctor and/or hospital? _____ If so, to where? _____

Who did the transport? (Parent/EMS) _____

If this was an organized activity, who was the on-site person in charge? _____

Name/Phone of person completing this report? _____

Parent Names: _____

EXHIBIT C

City of Franklin, Tennessee Insurance Requirements

City Contract No. _____ / City Project No. _____ / City Procurement: _____

Before work pertaining to this project commences at the City of Franklin, Tennessee ("City") job site FoFP ("Lessee") shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate - Coverage shall be Primary and Non-Contributory - Limits shall apply on a Per Project Basis - Waiver of Subrogation shall apply	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder ¹ only OR Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached
Workers Compensation ²	- Statutory Limits - Waiver of Subrogation shall apply	Certificate Holder ¹ only
Employers Liability ²	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder ¹ only
Installation Floater	Total value of the total insurable property value of any supplies and materials to be provided by the City (rather than by Lessee) for the procurement / project	Certificate of Insurance shall indicate Certificate Holder ¹ as Loss Payee
Builders Risk	Total insurable property value of building and materials with Special Cause of Loss form	Certificate of Insurance shall indicate Certificate Holder ¹ as Named Insured or Loss Payee
Employee Dishonesty	\$500,000 Per Occurrence	Certificate Holder ¹ only
Professional Liability	\$1,000,000 Combined Single Limit	Certificate Holder ¹ only
Cyber	\$1,000,000 Cyber Liability \$500,000 Network and Information Security Expenses	Certificate Holder ¹ only

Certificate Holder shall be listed as follows:

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

² Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction Lessees) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

Type of Coverage	Limits of Coverage	Certificate of Insurance
Umbrella or Excess Liability	\$1,000,000 Each Occurrence and \$2,000,000 Aggregate	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the term of award, including any extensions thereto, pursuant to this project, then the Lessee shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the Lessee, unless and until the Lessee provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the term of award, including any extensions thereto, pursuant to this project, then the Lessee shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the Lessee, unless and until the Lessee provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

Lessee agrees to impose City's insurance requirements upon any subcontractors it utilizes for this project. Use of any subcontractor for this project shall have been approved by City in advance of that subcontractor commencing work for this project.



File #: 21-01555

DATE: 11/25/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Tom Marsh, Director of Building and Neighborhood Services

SUBJECT:

Update/Discussion of Proposed Development Of Bousquet Place (AKA The Hill Property)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning efforts to develop Bousquet Place for affordable and workforce housing.

BACKGROUND/STAFF COMMENTS:

In July 2022, the City of Franklin and The Franklin Hill Project, LLC executed COF Contract No. 2022-0189, Letter of Intent - The Hill Property. Per the Letter of Intent (LOI), the City declared the selection of The Franklin Hill Project, LLC, to be the potential new owner of City-owned property known as "The Hill Property," located at 403 and 405 5th Avenue North.

The LLC worked with their design team to prepare a plan to develop the site and has also been working to source funding needed to bring the project to fruition. In May 2023 and again in April 2024, representatives of the LLC attended work sessions to discuss potential funding for the project. Even with previous funding commitments from the City and County, the LLC faced a significant shortfall in funding.

In order to make up the funding shortfall, the LLC continued to look for ways to reduce cost for the project and also explore ways to increase the number of units being built to increase revenue. With this item, representatives of the LLC and City staff will provide an update to BOMA regarding additional funding assistance. The LLC would still need to develop the property with 33 units or possibly 44 units of affordable and workforce housing.

FINANCIAL IMPACT:

The financial impact varies depending on the number of units that are possible to develop on the site.

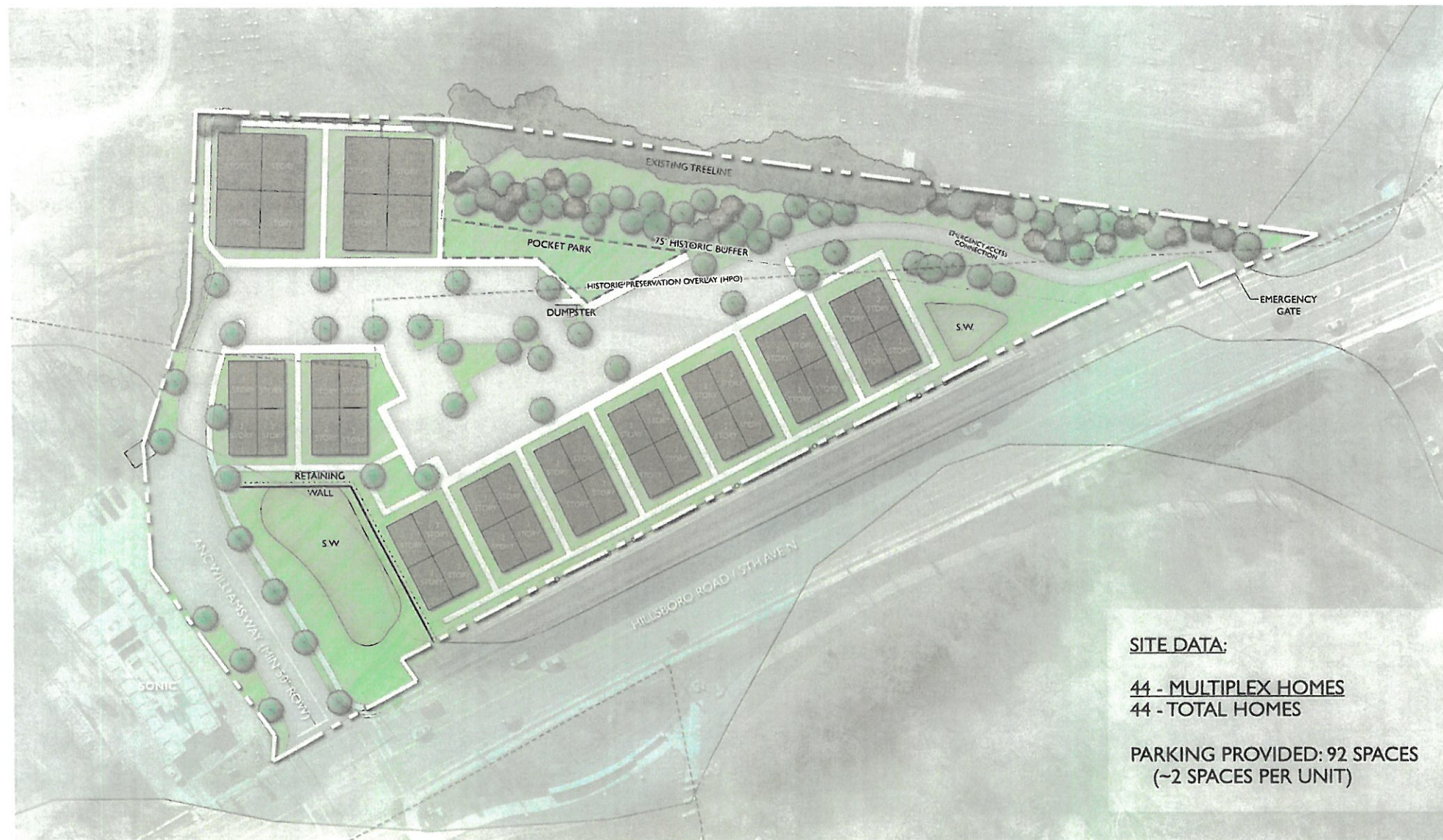
In May 2024, the estimate of assistance needed to provide 33 units was approximately \$5.1 million. A breakdown of 23 units sold at the workforce level and 10 sold at the affordable level results in contributions of approximately \$212,000 for each affordable unit and approximately \$132,000 for each workforce unit.

In an update to the pro forma estimate dated November 7, 2025, the assistance needed to provide 33 units is approximately \$4.1 million and the assistance needed to provide 44 units is approximately \$3.48 million. In both scenarios, the number of units to be sold at the affordable level remains 10.

For the 33-unit scenario, that results in contributions of approximately \$157,000 for each affordable unit and approximately \$98,000 for each workforce unit. For the 44-unit scenario, it results in contributions of approximately \$125,000 for each affordable unit and approximately \$65,000 for each workforce unit.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge status of the development of Bousquet Place and provide direction to The Franklin Hill Project, LLC, and staff on moving forward with a Development Plan and Agreement.



The Franklin Hill Project

		Sales Price	Total
Workforce Units	23	\$ 425,000.00	\$ 9,775,000.00
Affordable Units	10	\$ 330,000.00	\$ 3,300,000.00
Total Units	33		\$ 13,075,000.00

Price per square foot	\$ 200.00
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		Total	Workforce	Affordable
Square Feet		45,653	1,383	1,383
Land		\$ 479,700.00	\$ 14,536.36	\$ 14,536.36
COF Fees		\$ 899,329.25	\$ 27,252.40	\$ 27,252.40
Infrastructure		\$ 3,182,802.85	\$ 96,448.57	\$ 96,448.57
Construction Cost		\$ 9,130,600.00	\$ 276,684.85	\$ 276,684.85
A/E & Planning Fees		\$ 523,200.00	\$ 15,854.55	\$ 15,854.55
Legal Fees	1%	\$ 130,750.00	\$ 4,250.00	\$ 3,300.00
Taxes, Insurance, Cost Certification		\$ 61,545.00	\$ 1,865.00	\$ 1,865.00
HOA Operating Reserve		\$ 6,831.00	\$ 207.00	\$ 207.00
Carrying Interest Costs	6.5%	\$ 800,371.19	\$ 24,253.67	\$ 24,253.67
Construction Contingency	10%	\$ 1,231,340.28	\$ 37,313.34	\$ 37,313.34
Real Estate Commissions	3%	\$ 293,250.00	\$ 12,750.00	\$ -
Subtotal		\$ 16,739,719.57	\$ 511,415.74	\$ 497,715.74
Administrative Fee	9%	\$ 1,497,112.54	\$ 45,738.34	\$ 44,513.08
Total Uses		\$ 18,236,832.10	\$ 557,154.08	\$ 542,228.82

Home Sales	\$ 13,075,000.00	\$ 425,000.00	\$ 330,000.00
Total Sources	\$ 13,075,000.00	\$ 425,000.00	\$ 330,000.00
Shortfall	\$ (5,161,832.10)	\$ (132,154.08)	\$ (212,228.82)

\$ 5,161,832.10

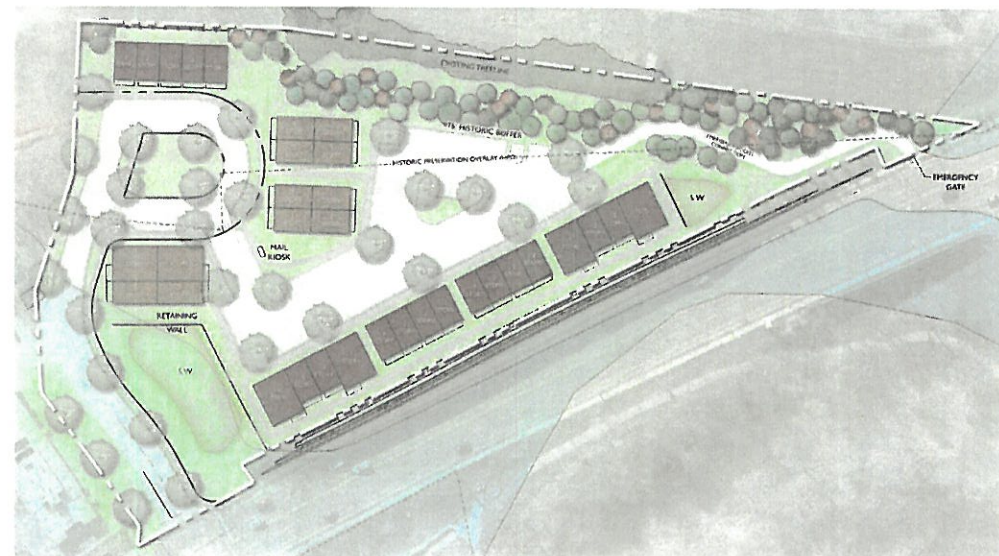
Land Reimbursement	\$ 479,700.00
COF Fees Reimbursement	\$ 899,329.25
Infrastructure Reimbursement	\$ 3,182,802.85
COF CDBG Funds	\$ 600,000.00

Bousquet Place Pro Forma

revision date 11/7/2025

Summary: The following summarizes the current overall revenues (sources) expenses (uses) and shortfalls of the Bousquet Place proposal.

Revenues (Sources)	33 Homes			44 Homes		
	<u>A</u>	<u>B</u>	<u>C (AxB)</u>	<u>A</u>	<u>B</u>	<u>C (AxB)</u>
Home Sales	Sales Price			Sales Price		
Workforce Units	\$425,000	23 =	\$ 9,775,000	\$425,000	34 =	\$ 14,450,000
Affordable Units	\$365,000	10 =	\$ 3,650,000	\$365,000	10 =	\$ 3,650,000
<u>1) Total Home Sales</u>		<u>33</u>	<u>\$ 13,425,000</u>		<u>44</u>	<u>\$ 18,100,000</u>
<u>2) Total FHA Contribution</u>			<u>\$ 250,000</u>			<u>\$ 250,000</u>
<u>3) (1+2) Total Revenues (Sources)</u>			<u>\$ 13,675,000</u>			<u>\$ 18,350,000</u>
Expenses (Uses)	33 Homes			44 Homes		
<u>4) Construction</u>			\$ 9,655,295 (\$195.06/SF)			\$ 12,902,287 (\$195.49/SF)
<u>5) Infrastructure</u>		+	\$ 3,660,179		+	\$ 3,739,815
<u>6) Land</u>		+	\$ 479,700		+	\$ 479,700
<u>7) COF Fees</u>		+	\$ 835,934		+	\$ 861,972
<u>8) Soft Costs</u>		+	\$ 2,797,879		+	\$ 3,416,315
<u>9) (4+5+6+7+8) Sub-Total Expenses</u>			<u>\$ 17,428,987</u>			<u>\$ 21,400,089</u>
<u>10) (9 x 2%) Administrative Fee (2% of Sub-total Expenses)</u>		+	\$ 351,080		+	\$ 430,502
<u>11) (9+10) Total Expenses (Uses)</u>			<u>\$ 17,780,066</u>			<u>\$ 21,830,590</u>
<u>12) (3-10) Shortfall (ask of the City of Franklin)</u>			<u>\$ (4,105,066)</u>			<u>\$ (3,480,590)</u>
Ask of the City of Franklin	33 Homes			44 Homes		
<u>13) Partial Infrastructure Investment</u>			\$ 2,189,432			\$ 1,538,918
<u>14) Land Reimbursement</u>			\$ 479,700			\$ 479,700
<u>15) COF Fees Reimbursement</u>			\$ 835,934			\$ 861,972
<u>16) COF CDBG Funds</u>			\$ 600,000			\$ 600,000
<u>17) (13+14+15+16) Total Ask of the City of Franklin</u>			<u>\$ 4,105,066</u>			<u>\$ 3,480,590</u>
<u>18) (12+17) Project Balance</u>			<u>\$ 0</u>			<u>\$ 0</u>
Unit Costs	33 Homes			44 Homes		
	<u>Affordable</u>	<u>Workforce</u>		<u>Affordable</u>	<u>Workforce</u>	
<u>19) Revenues (Sources)/Unit</u>	\$ 406,011	\$ 466,029		\$ 393,091	\$ 453,091	
<u>20) Expenses (Uses)/Unit</u>	\$ 563,412	\$ 564,048		\$ 518,068	\$ 518,704	
<u>21) (19-20) Shortfall (Ask of City)/Unit</u>	\$ (157,401)	\$ (98,019)		\$ (124,977)	\$ (65,613)	

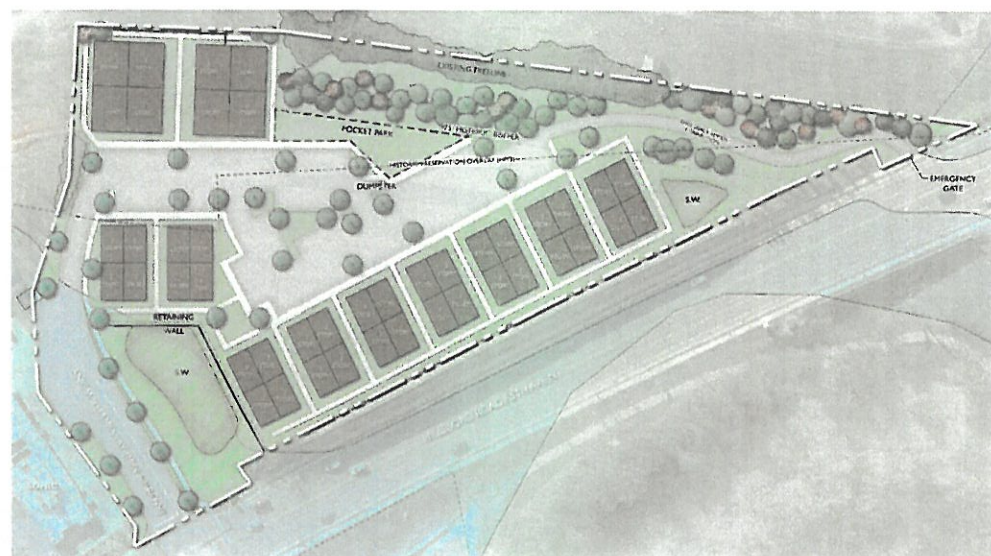


PREVIOUS LAYOUT:

SITE DATA:

21 - TOWNHOMES
 12 - MULTIPLEX HOMES
 33 - TOTAL HOMES

PARKING PROVIDED: 82 SPACES
 (~2.5 SPACES PER UNIT)



CURRENT LAYOUT:

SITE DATA:

44 - MULTIPLEX HOMES
 44 - TOTAL HOMES

PARKING PROVIDED: 92 SPACES
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BOUSQUET PLACE MASTER PLAN COMPARISON



T-SQUARE



The Franklin Hill Project

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revision date 11/7/2025

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Honorable Mayor and Aldermen,

My name is Andy Zhu. I grew up in Franklin attending Grassland Elementary and BGA for Middle School, and today I serve as a principal at MFX Ventures, where I work with cities, nonprofits, and developers across Tennessee on financing and delivering affordable housing. We've structured over \$500M in projects over the past few years and won \$20M in grants from Nashville alone over the last two years. Recently I've been able to work closely with the Bousquet Place team, and I want to share why I believe this project is one of the most responsible, high-value opportunities Franklin has seen.

Bousquet Place is exactly the kind of project cities invest in when they take affordability seriously. The economics of this site make one thing very clear: a for-profit developer will not build affordable homes here. If you ask developers, a lot of them will tell you it's hard to make money building 750k homes in Franklin! The only way to unlock these homes for Franklin's workforce is with the City's help.

You don't need me to tell you that Franklin is at a crossroads. Other Tennessee cities with lower median home prices are investing significantly more to ensure their workforce has a place to live. Nashville's Barnes Fund routinely invests close to 80,000 dollars per affordable for-sale home. Nashville's median home price is roughly 60 percent of Franklin's, yet the city still commits to that level of support because it understands the economics: without predictable public participation, these units simply do not get built.

The screenshot included here is a snapshot of what Nashville has awarded since inception. It shows how normal and necessary these levels of investment are. Against that backdrop, the request for Bousquet Place is extremely reasonable.

Awards Inception through November 2025							
Project Type	Total Awarded	Total # Homes Funded	Per Unit Cost	≤30% AMI	≤60% AMI	≤80% AMI	Homelessness
Co-operative Housing	\$15,800,000.00	198	\$79,797.98		60	138	
New, For-sale Homes	\$36,843,230.00	467	\$78,893.43	0	119	348	
Owner-Occupied Rehab	\$6,882,945.19	717	\$9,599.64	50	258	409	
New Rental Housing	\$130,278,226.06	5200	\$25,053.51	757	4297	146	237
TOTAL	\$189,804,401.25	6582		807	4734	1041	237

Additionally, based on my evaluation, for this project, the "three million dollar ask" is not a three-million-dollar cash withdrawal. It is structured as:

- A cash contribution of 1.5 million dollars over three years
- Fee reimbursements and waivers the City would not collect if nothing is built
- A land reimbursement that functions as an internal transfer

This is a partnership, spread over three years, using tools Franklin already uses. This is simply a more predictable version of what the City already does on a smaller scale through fee waivers,

land gifts, and CDBG pass-throughs. Additionally, a lot of the cash contribution required could be paid for by a TIF that would reduce even further any out-of-pocket costs of the city.

Other cities across Tennessee have not waited for perfect conditions. Knoxville created a 50-million-dollar housing fund. We're in active talks with Chattanooga who is providing direct equity participation and using its housing authority balance sheet to support projects. Clarksville and Jackson rely on recurring local incentives to support their workforce. None of these cities are wealthier than Franklin. They simply chose to invest consistently and partner with nonprofits and mission-driven developers who stretch every dollar.

Franklin has already shown it can lead. With thoughtful stewardship, the City can join Knoxville, Nashville, and Chattanooga as a place known not just for prosperity but for investing in the people who make Franklin work.

Bousquet Place is a chance to do that. It is a responsible ask, a well-vetted team, a realistic budget, and a clear benefit for the community. I strongly encourage the Board to move forward with the developer agreement and the associated support. It will give everyone clarity and allow a project that truly serves Franklin to move ahead.

Respectfully,

Andy Zhu

Andy Zhu *(he, him, his)*

Principal

m. 629.243.8233

andy.zhu@mfxventures.com
www.mfxventures.com



File #: 21-01298

DATE: 11/25/2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Kelly Dannenfelser, Asst. Director of Planning

SUBJECT:

Consideration Of Next Steps To Select Commercial Tenants For The Commercial Spaces On 3rd Avenue South (New City Hall Block)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the next steps toward selecting commercial tenants as part of the City Hall Redevelopment Block.

BACKGROUND/STAFF COMMENTS:

With the redevelopment of the City Hall Block, up to three tenant spaces will be available for lease (4,500 Gross Square Feet Total) as of mid-2027. Staff has been researching the benefits of using a licensed commercial brokerage firm and/or property management firm to handle the leasing and management of the commercial tenant spaces on behalf of the City. Hiring a licensed commercial broker offers specialized services including:

- Possessing a deep familiarity with the Franklin commercial market, particularly the unique dynamics of Franklin's historic downtown.
- Playing a crucial role in curating interesting and appealing tenants that complement the downtown area and the future park.
- Providing expertise throughout the process on all aspects of leasing the tenant spaces.
- Providing property management services (could be the same firm or a combination of two firms).

The second key part of this process will be identifying the right tenants and mix of tenants for the spaces on Third Avenue that will create engaging spaces and experiences that complement the historic downtown and future park. Feedback is requested on the list of draft criteria below, which will ultimately become part of the marketing for the spaces and also how the tenant mix will be selected

for recommendation to the BOMA.

The characteristics of the uses should:

- Create engaging spaces and experiences that complement the historic downtown and future park.
- Contribute to the identity, character, and dynamics of historic Downtown Franklin.
- Activate the 3rd Avenue streetscape to draw pedestrians down the block from the historic Public Square.
- Serve the surrounding residential neighborhoods and City Hall uses, such as service-oriented retail and commercial uses.
- Spark vibrant synergy with the adjacent public park to boost activity and enjoyment of the area as a whole.
- Stimulate a climate for entrepreneurial ventures and investment and encourage small and locally-owned businesses.
- Activate the space throughout the day with continuous engagement and activity, while avoiding late night hours past 10 p.m. or overnight hours of operations.
- Meet the permitted uses within the Downtown District per the Zoning Ordinance.
- Ensure that noxious uses and sale of alcohol, smoke or vape products, etc. are not allowed as part of the lease agreements.

FINANCIAL IMPACT:

There is not typically a fee for commercial brokerage services to market the spaces to potential tenants. Payment is provided only upon the successful execution of lease agreements with tenants. They are typically paid as a percentage of the tenant lease payment over the term of the lease. The same applies to property management services as well.

RECOMMENDATION:

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

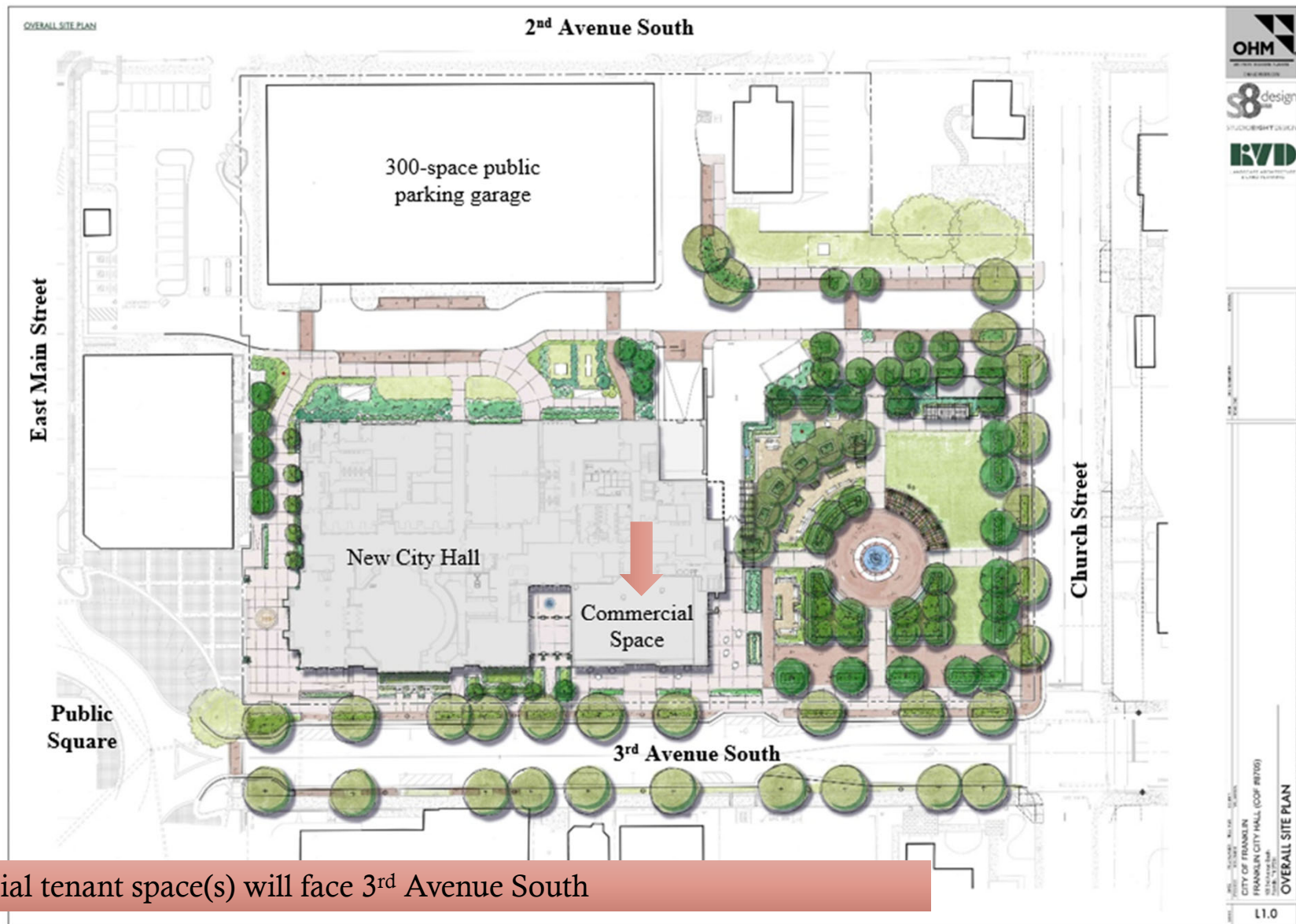
Consideration of Next Steps to Select Commercial Tenants for 3rd Avenue South (New City Hall Block)

BOMA Work Session

November 25, 2025



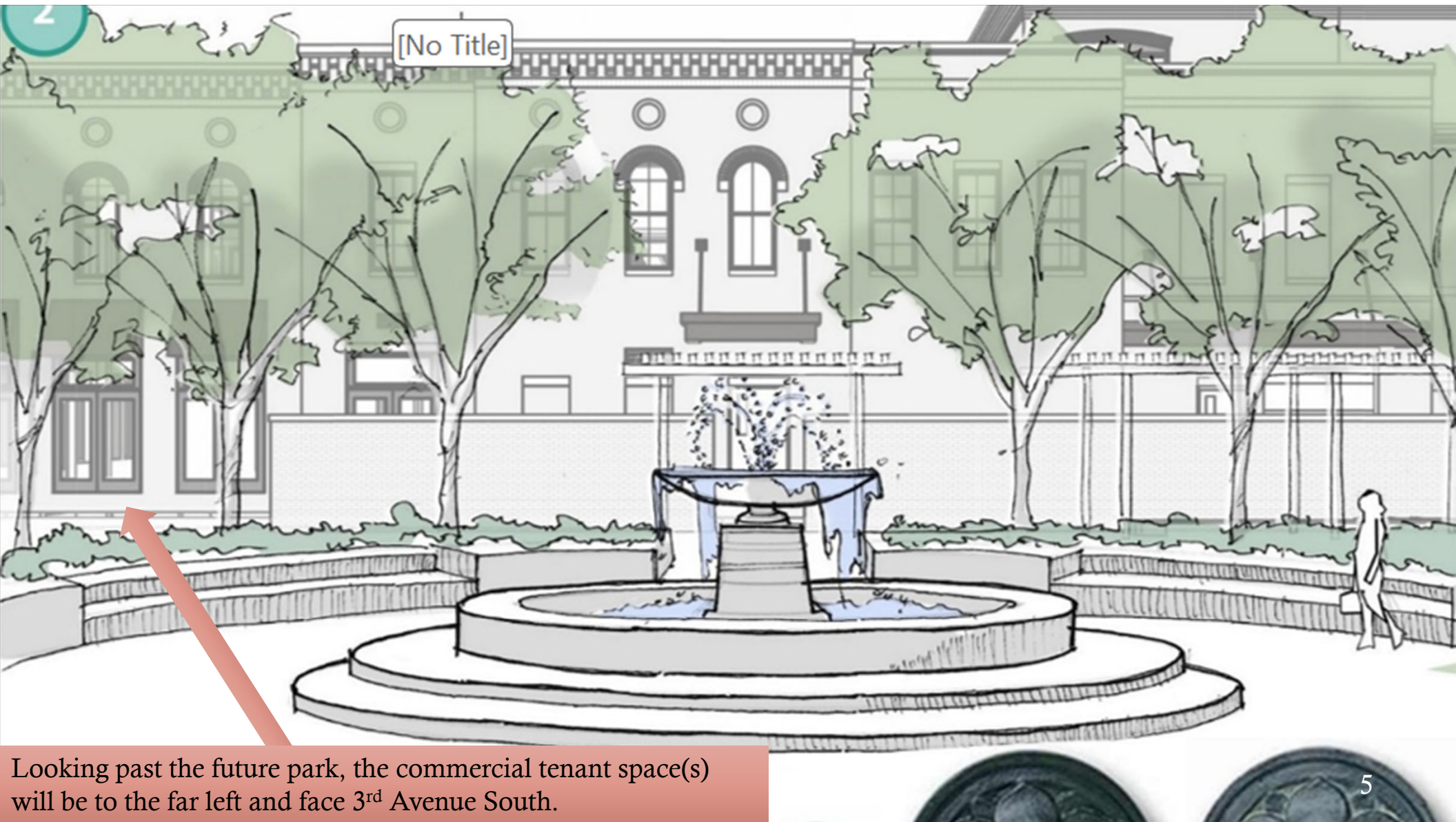
THE AVAILABLE SPACES



Commercial tenant space(s) will face 3rd Avenue South

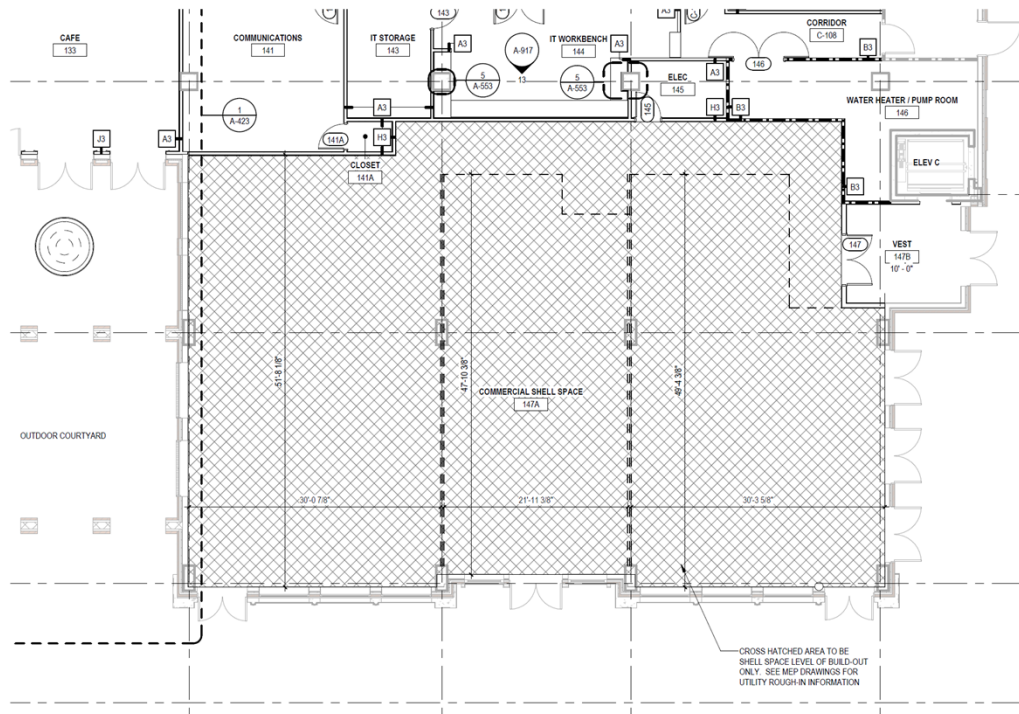


Looking down 3rd Avenue South toward the Square, the commercial tenant space(s) are on the right.



Looking past the future park, the commercial tenant space(s) will be to the far left and face 3rd Avenue South.

COMMERCIAL TENANT SPACES



- Gross square footage of approximately 4,500 square feet
- Could accommodate up to three tenant spaces with three electrical subpanels and three gas submeters

COMMERCIAL BROKERAGE AND MANAGEMENT SERVICES

Handle the leasing and management of the commercial tenant spaces on behalf of the City

REQUEST FOR QUALIFICATIONS

- Possess a deep familiarity with the Franklin commercial market, particularly the unique dynamics of Franklin's historic downtown.
 - Play a crucial role in curating interesting and appealing tenants that complement the downtown area and the future park.
 - Provide expertise throughout the process on all aspects of leasing the tenant spaces.
 - Provide property management services (could be one firm or a combination of two firms)
-



COMMERCIAL BROKERAGE FIRM SERVICES

Handles the leasing and management of the commercial tenant spaces on behalf of the City:

- Markets and shows the available space
- Collects letters of interest from potential tenants
- Conducts thorough financial vetting
- Identifies the best tenant or tenant mix for recommendation to the BOMA based on the approved tenant criteria
- Prepares the lease agreements

POTENTIAL TENANTS

City Hall Commercial Development Market & Economic Analysis



Prepared for:
City of Franklin, Tennessee

Prepared by:
Gibbs Planning Group

July 12, 2022

Small Gourmet Market



3,000 sf

City Hall Commercial Development

Retail Market Analysis: *City Hall Site*

City of Franklin, Tennessee July 2022

Gibbs
Planning Group

12



City Hall Commercial Development

Retail Market Analysis: *City Hall Site*

City of Franklin, Tennessee July 2022

Gibbs
Planning Group

13



Florist & Garden Shop

800 sf

City Hall Commercial Development

Retail Market Analysis: *City Hall Site*

City of Franklin, Tennessee July 2022

Gibbs
Planning Group

14



City Hall Commercial Development

Retail Market Analysis: *Supportable Retail*

City of Franklin, Tennessee July 2022

Gibbs
Planning Group

15



City Hall Commercial Development

Retail Market Analysis: *City Hall Site*

City of Franklin, Tennessee July 2022

Gibbs
Planning Group

16

Boutique Pharmacy



2,200 sf

City Hall Commercial Development

Retail Market Analysis: *City Hall Site*

City of Franklin, Tennessee July 2022

Gibbs
Planning Group

17



2-4 Small Restaurants

4,200 sf

City Hall Commercial Development

Retail Market Analysis: *City Hall Site*

City of Franklin, Tennessee July 2022

Gibbs
Planning Group

18

DRAFT TENANT CRITERIA

- Create engaging spaces and experiences that complement the historic downtown and future park.
- Contribute to the identity, character, and dynamics of historic Downtown Franklin.
- Activate the 3rd Avenue streetscape to draw pedestrians down the block from the historic Public Square.
- Serve the surrounding residential neighborhoods and City Hall uses, such as service oriented retail and commercial uses.
- Spark vibrant synergy with the adjacent public park to boost activity and enjoyment of the area as a whole.
- Stimulate a climate for entrepreneurial ventures and investment and encourage small and locally-owned businesses.
- Activate the space throughout the day with continuous engagement and activity, while avoiding late night hours past 10 p.m. or overnight hours of operations.
- Meet the permitted uses within the Downtown District per the Zoning Ordinance.
- Ensure that noxious uses and sale of alcohol, smoke or vape products, etc. are not allowed as part of the lease agreements.

ADDRESSING CHANGES

115, 117, 119 Third Avenue South

New tenant spaces will receive new addresses on Third Avenue South



299 Public Square

City Hall will receive a new address due to the change in main entrance to face the Public Square



DISCUSSION

Feedback on the Tenant Criteria and Brokerage Firm Qualifications

NEXT STEPS

Advertise the RFQ and complete the procurement process Winter 2025

BOMA to Approve the Professional Services Agreement for
Commercial Broker Services and the Tenant Criteria Spring 2026

PROPERTY MANAGEMENT SERVICES

- Oversees operations and maintenance
- Handles financials, e.g. rent collection, payment of property expenses
- Conducts periodic property inspections
- Acts as a point of contact for tenants, coordinates move in/move outs, manage service requests or complaints from tenants
- Tracks lease expirations, renewals, increases etc.
- Maintains insurance coverage from tenants
- Provide reports to ownership
- Prepares annual budgets



City of Franklin

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

File #: 21-01623

DATE: 11/25/2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Kelly Dannenfelser, Asst. Director of Planning
Chris Koeper

SUBJECT:

City Hall Redevelopment Block Update

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

This item provides an update of the construction project and schedule, and provides additional information with respect to the necessary work authorization for ERP 2 related to unforeseen subsurface conditions. See the attached presentation.

FINANCIAL IMPACT:

See attached presentation.

RECOMMENDATION:

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

NEW CITY HALL REDEVELOPMENT PROJECT

BOMA
2025 NOVEMBER WORK SESSION



City Hall Block Reinvestment Includes:

1. New City Hall Building – 97,460GSF. 3 Story building that includes public conference and meeting space, employee office and meeting space, boardroom
2. Open community plaza to complete the square at the entrance
3. 3rd Ave Streetscape Improvements
4. Commercial tenant space – 4500GSF
5. 1-Acre Community Park
6. Upgraded Utilities Throughout the Development
7. Parking Garage with approx. 200 spaces – 90,000GSF.

Construction Update

AREA A Sub-Surface Piers October 2025



AREA A Columns and Walls November 2025



Construction Update

AREA B Sub-Surface Piers October 2025

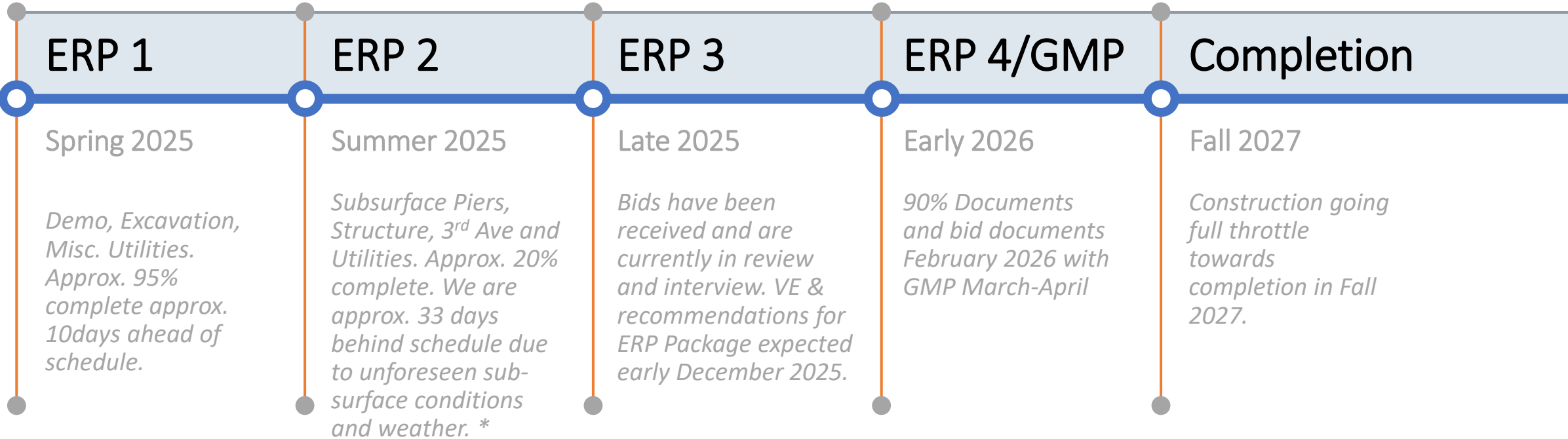


AREA B Columns and Walls November 2025



Early Release Package (ERP) Update

- ERP 1 and 2 were estimated at approx. \$30.7M
 - ERP 1 and 2 actual \$27.5M
 - *An additional work authorization for ERP 2 was issued for unforeseen subsurface conditions for up to \$2.4M. We are forecasting the amount to be around \$1.5M*



- ERP 3 is estimated at \$41.6M – Reviewing the bids now
 - ERP 4 is estimated at \$23.4M

Construction Financial Update

Nov 17 2025

EARLY RELEASE PACKAGE (ERP 001)		DD Estimate	Current Estimate	Contract	Completed	Remaining
<u>Demo, excavation, shoring and utilities</u>		\$9,750,000	\$9,164,218	\$9,164,218	\$5,638,123	\$3,526,095
	Construction Cost	\$9,500,000	\$8,714,687	\$8,714,687	\$5,600,000	\$3,114,687
	Allowance		\$200,000	\$200,000	\$30,000	\$170,000
	Contingency	\$250,000	\$249,531	\$249,531	\$8,123	\$241,408
EARLY RELEASE PACKAGE (ERP 002)		Estimate	Current Estimate	Contract	Completed	Remaining
<u>Foundation, concrete structure</u>		\$21,000,000	\$18,407,288	\$18,407,288	\$2,860,000	\$15,547,288
	Construction Cost	\$18,000,000	\$17,495,741	\$17,495,741	\$2,600,000	\$14,895,741
	Allowance*		\$379,000	\$379,000	\$100,000	\$279,000
	Contingency	\$2,500,000	\$501,047	\$501,047	\$160,000	\$341,047
	Tariffs	\$500,000	\$31,500	\$31,500	\$0	\$31,500
EARLY RELEASE PACKAGE (ERP 003)		Estimate	Current Estimate	Contract	Completed	Remaining
<u>Exterior skin, roof, envelope, Mech. Elec. Plumb</u>		\$37,500,000	\$43,670,000	\$0	\$0	\$0
	Construction Cost	\$34,000,000	\$39,000,000	\$0	\$0	\$0
	Allowance	\$0	\$500,000			
	Contingency	\$2,000,000	\$1,170,000	\$0	\$0	\$0
	Tariff/Uncertainties	\$1,500,000	\$3,000,000	-	\$0	\$0
FINAL Package for GMP		Estimate	Current Estimate	Contract	Completed	Remaining
<u>Final finishes</u>		\$24,000,000	\$21,138,740	\$0	\$0	\$0
	Construction Cost	\$21,500,000	\$19,358,000	\$0	\$0	\$0
	Allowance	\$0	\$750,000			
	Contingency	\$1,000,000	\$580,740	\$0	\$0	\$0
	Tariff/Uncertainties	\$1,500,000	\$450,000	\$0	\$0	\$0
<i>Tariff/Uncertainties are estimated amounts and included as a forecasted estimate</i>						
TOTAL CONSTRUCTION RELATED ALLOWANCE		\$0	\$1,829,000			
TOTAL CONSTRUCTION RELATED CONTINGENCY		\$5,750,000	\$2,501,318			
TOTAL CONSTRUCTION RELATED TARIFF		\$3,500,000	\$3,481,500			
TOTAL CONSTRUCTION COSTS		\$83,000,000	\$84,568,428			
FINAL GMP		\$92,250,000	\$92,380,246	\$27,571,506	\$8,498,123	\$19,073,383
ERP 2 (Work Authorization 003) Unforeseen Subsurface Conditions			\$2,386,447			
ADJUSTED GMP ESTIMATE			\$94,766,693			

QUESTIONS





City of Franklin

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

File #: 21-01184

DATE: 11/25/2025
TO: Board of Mayor and Aldermen
FROM: Kristine Brock, Asst. City Administrator/CFO

SUBJECT:

Consideration Of Resolution 2025-88, A Resolution Authorizing The City Of Franklin, Tennessee, To Issue Its General Obligation Bonds In The Aggregate Principal Amount Of Not To Exceed \$118,000,000
Finance 10/16/25, 4-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Res 2025-88, an initial resolution authorizing the issuance of general obligation bonds in the aggregate principal amount of not to exceed \$118,000,000.

BACKGROUND/STAFF COMMENTS:

The City's Capital Investment Plan (CIP) is funded from multiple revenue sources including currently available resources (cash reserves), long term debt, state and federal grants and one-time contributions. The Series 2026 Bonds will fund projects already approved in the CIP.

FINANCIAL IMPACT:

Debt service for the Series 2026 GO Bonds will begin in FY 2027. The City Administrator's Proposed FY 2027 Budget will include funding for first year interest and principal.

RECOMMENDATION:

Staff recommends that Resolution 2025-88 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION NUMBER 2025-88

**INITIAL RESOLUTION AUTHORIZING THE CITY OF FRANKLIN, TENNESSEE, TO ISSUE ITS
GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO
EXCEED \$118,000,000**

WHEREAS, the Board of Mayor and Aldermen (the “Board”) of the City of Franklin, Tennessee (the “Municipality”), desires to authorize not to exceed \$118,000,000 in general obligation bonds to finance the general improvement projects described below; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to issue general obligation bonds.

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

BE IT RESOLVED by the Board that for the purpose of financing the (i) acquisition, construction, improvement, repair, renovation, maintenance and/or equipping of (a) a new City Hall building and facilities, (b) parks and recreational facilities, (c) streets, roads and bridges, including but not limited to sidewalks, signage, signalization, related facilities, lighting and drainage improvements and (d) public safety equipment and vehicles, including but not limited to fire apparatus; (ii) acquisition of all property real or personal, appurtenant thereto, or connected with the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the “Projects”); (iv) reimbursement to the appropriate fund of the Municipality for prior expenditures for the Projects and (v) payment of costs incident to the issuance and sale of the indebtedness described herein, the Municipality shall borrow money and incur indebtedness through the issuance of general obligation bonds in the aggregate principal amount of not to exceed \$118,000,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable law and which shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the Board that the City Recorder of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of general obligation bonds in an aggregate principal amount not to exceed \$118,000,000 to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice, to-wit:

N O T I C E

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Recorder of the Municipality protesting the issuance of the general obligation bonds, such bonds will be issued as proposed.

Angie Skarp,
City Recorder

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Sauna R. Billingsley
City Attorney



City of Franklin

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

File #: 21-01211

DATE: 11/25/2025
TO: Board of Mayor and Aldermen
FROM: Kristine Brock, Asst. City Administrator/CFO

SUBJECT:

Consideration Of Resolution 2025-90, A Resolution Authorizing The Issuance Of Not To Exceed \$118,000,000 In Aggregate Principal Amount Of General Obligation Bonds Of The City Of Franklin, Tennessee; Making Provision For The Issuance, Sale And Payment Of Said Bonds; Establishing The Terms Thereof And The Disposition Of Proceeds Therefrom; And Providing For The Levy Of Taxes For The Payment Of Principal Of, Premium, If Any, And Interest On The Bonds
Finance 10/16/25, 4-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-90 authorizing the issuance of not to exceed \$118,000,000 in aggregate principal amount of general obligation bonds of the City of Franklin.

BACKGROUND/STAFF COMMENTS:

This resolution authorizes the issuance of general obligation bonds by the City for funding of certain capital investment projects. The Series 2026 Bonds will fund replacement Fire Apparatus, Major Road Resurfacing, New City Hall, Pearl M. Bransford Park ("The Pearl") construction and road improvements.

FINANCIAL IMPACT:

Debt service for the Bonds are paid from property tax revenues of the City and will begin in FY 2027. The City Administrator's Proposed FY 2027 Budget will include funding for first year debt service.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approved Resolution 2025-90.

RESOLUTION 2025-90

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$118,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS OF THE CITY OF FRANKLIN, TENNESSEE; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

WHEREAS, pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, municipalities in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said municipalities to finance public works projects of said municipalities; and

WHEREAS, the Board of Mayor and Aldermen (the "Governing Body") of the City of Franklin, Tennessee (the "Municipality"), hereby determines that it is necessary and desirable to issue general obligation bonds of the Municipality to provide the funds necessary to finance the (i) acquisition, construction, improvement, repair, renovation, maintenance and/or equipping of (a) a new City Hall building and facilities, (b) parks and recreational facilities, (c) streets, roads and bridges, including but not limited to sidewalks, signage, signalization, related facilities, lighting and drainage improvements and (d) public safety equipment and vehicles, including but not limited to fire apparatus; (ii) acquisition of all property real or personal, appurtenant thereto, or connected with the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the Municipality for prior expenditures for the Projects and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, on the date hereof, the Governing Body has adopted an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$118,000,000 in aggregate principal amount of general obligation bonds for the purposes hereinabove described; and

WHEREAS, it is the intention of the Governing Body to adopt this resolution for the purpose of authorizing not to exceed \$118,000,000 in aggregate principal amount of general obligation bonds of the Municipality, in one or more series, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Assistant City Administrator/Chief Financial Officer" means the duly acting Assistant City Administrator/Chief Financial Officer of the Municipality or, in the event that the Assistant City Administrator/Chief Financial Officer is incapable of acting, her duly authorized designee;

(b) "Bonds" shall mean not to exceed \$118,000,000 in aggregate principal amount of General Obligation Bonds of the Municipality, to be dated their date of delivery, with such series designation and such other dated date as the Mayor shall determine pursuant to Section 8 hereof;

(c) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(d) "City Recorder" means the duly acting City Recorder of the Municipality or, in the event that the City Recorder is incapable of acting, her duly authorized designee;

(e) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(f) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(g) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(h) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(i) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(j) "Mayor" means the duly acting Mayor of the Municipality or, in the event that the Mayor is incapable of acting, his duly authorized designee;

(k) "Municipal Advisor" means PFM Financial Advisors LLC;

(l) "Municipality" means the City of Franklin, Tennessee;

(m) "Governing Body" means the Board of Mayor and Aldermen of the Municipality;

(n) "Projects" shall have the meaning ascribed to it in the above preamble; and

(o) "Registration Agent" means the registration and paying agent for the Bonds, appointed by the Mayor pursuant to Section 4 hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy.

(b) Preliminary estimates of approximate debt service and costs of issuance of the Bonds have been made available to the Governing Body and are attached hereto as Exhibit A. Actual debt service amounts and costs of issuance depend upon market conditions at the time of sale of the Bonds.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the cost of the Projects, (ii) reimburse the appropriate fund of the Municipality for prior expenditures for the foregoing costs, if applicable; and (iii) pay costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued general obligation bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$118,000,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "General Obligation Bonds" and shall be dated their date of issuance and have such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest at a rate or rates not to exceed the maximum interest rate permitted by applicable law, payable semi-annually on March 1 and September 1 in each year, commencing September 1, 2026. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on March 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, in the years 2027 through 2051.

(b) Subject to adjustments permitted in Section 8 hereof, Bonds maturing on or before March 1, 2036 shall mature without option of prior redemption and Bonds maturing March 1, 2037 and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on March 1, 2036 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all of the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth in Exhibit A, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts and dates may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. An optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly

provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds, and the Registration Agent, so appointed, is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment,

and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the manual or facsimile signature of the Mayor and with the official seal, or a facsimile thereof, of the Municipality impressed or imprinted thereon and attested by the manual or facsimile signature of the City Recorder.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that

are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the Municipality shall discontinue the Book-Entry System with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book-entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment and Pledge. The Bonds shall be secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Face of Bond)

REGISTERED

REGISTERED

Number _____
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
CITY OF FRANKLIN
GENERAL OBLIGATION BOND, SERIES 2026

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Franklin, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth [(or upon earlier redemption as set forth herein)], and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [September 1, 2026], and semi-annually thereafter on the first day of [March] and [September] in each year until this Bond matures or is redeemed. Both principal hereof and interest hereon are payable in lawful money of the United States of America at the designated corporate trust office of _____, _____, _____, as registration and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New

York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody, or a custodian of DTC. The Registrar is a custodian and agent for DTC and the Bonds will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of [, premium, if any,] and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal[, and] interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue of which this Bond is one maturing on or before [March] 1, 20__, shall mature without option of prior redemption and Bonds maturing [March] 1, 20__ and thereafter, shall be subject to redemption prior to maturity at the option of the Municipality on [March] 1, 20__ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final</u> <u>Maturity</u>	<u>Redemption</u> <u>Date</u>	<u>Principal Amount</u> <u>of Bonds</u> <u>Redeemed</u>
---------------------------------	----------------------------------	---

*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of call for redemption[, whether optional or mandatory,] shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the

Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. An optional redemption notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined.] In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated corporate trust office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond[, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption].

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality for the purpose of providing funds necessary to finance the (i) acquisition, construction, improvement, repair, renovation, maintenance and/or equipping of (a) a new City Hall building and facilities, (b) parks and recreational facilities, (c) streets, roads and bridges, including but not limited to sidewalks, signage, signalization, related facilities, lighting and drainage improvements and (d) public safety equipment and vehicles, including but not limited to fire apparatus; (ii) acquisition of all property real or personal, appurtenant thereto, or connected with the foregoing; (iii) payment of architectural, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the Municipality for prior expenditures for the Projects and (v) payment of costs incident to the issuance and sale of the Bonds of which this Bond is one, pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law, and pursuant to a resolution duly adopted by the Board of Mayor and Aldermen of the Municipality on the 9th day of December, 2025 (the "Resolution").

This Bond is secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of, [premium, if any,] and interest on this Bond, the full faith and credit of the Municipality are irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor with his [manual or] [facsimile] signature and attested by its City Recorder with her [manual or] [facsimile] signature under an [impression or] facsimile of the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF FRANKLIN, TENNESSEE

BY: [Form of Bond – Do not sign]
Mayor

(SEAL)

ATTESTED:

[Form of Bond – Do not sign]
City Recorder

Transferable and payable at the
designated corporate trust office of:

_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Representative

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Social Security or Federal Tax Identification Number _____) the within Bond of the City of Franklin, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent.

[End of Bond Form]

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the corporate limits of the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal of, premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient

funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered at competitive public sale in the manner required by applicable law at prices not less than those required by applicable law. The Bonds may be sold in whole or in part, in one or more series, from time to time, all as shall be determined by the Mayor in consultation with the Municipal Advisor. The Bonds shall be sold at public sale by physical, facsimile or electronic delivery of bids and/or by electronic bidding by means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor. The Mayor is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on none of the Bonds exceeds the maximum interest rate or rates permitted by applicable law. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(b) The Mayor is further authorized, with respect to each series of Bonds, to:

(1) change the dated date of the Bonds to a date other than the date of issuance of the Bonds;

(2) designate the Bonds, or any series thereof, to a designation other than "General Obligation Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the Municipality, cause to be sold less than the principal amount authorized herein;

(4) change the first interest payment date on the Bonds or any series thereof to a date other than September 1, 2026, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(5) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof (including, but not limited to establishing the date and year of the first principal payment date), provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the term of any Bonds shall not exceed the reasonably expected economic life of the Projects financed thereby;

(6) adjust or remove the Municipality's optional redemption provisions of the Bonds including but not limited to making the Bonds callable on other dates and at other redemption prices, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(8) to cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance (a) is determined to be advantageous to the Municipality and such premium to be paid by the Municipality or (b) is requested and paid for by the winning bidder of the Bonds, or any series thereof, and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(c) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(e) If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(f) The Mayor and City Recorder are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder, and such officers, along with any other officer of the Municipality as determined by the Mayor, are further authorized to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to (i) enter into a contract with the Municipal Advisor for municipal advisory services in connection with the sale of the Bonds and (ii) accept the engagement letter from Bass, Berry & Sims PLC, attached hereto as Exhibit B, regarding representation of the Municipality as bond counsel in connection with the Bonds.

(g) No Bonds shall be issued to finance the Projects until publication of the Initial Resolution in a newspaper of general circulation in the Municipality and the passage of twenty (20) days from the date of publication thereof, and in no event shall such Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar

or successor federal agency in a special fund known as the 2026 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the Mayor, to be kept separate and apart from all other funds of the Municipality. The funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects, including reimbursement for the prior payment therefor, and including necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Projects, and the costs of issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the Assistant City Administrator/Chief Financial Officer in such investments as shall be permitted by applicable law. Earnings from such investments shall be, to the extent permitted by applicable law, and at the discretion of the Mayor, (i) deposited to the Construction Fund to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds; (ii) deposited to the Construction Fund to the extent needed for the Projects; (iii) transferred to the Municipality's debt service fund to the extent permitted by applicable law or (iv) applied to any payments due to the United States government pursuant to the Code in connection with the Bonds. To the extent permitted by applicable law and subject to consultation with Bond Counsel, any funds remaining in the Construction Fund after completion of the Projects, including earnings from such investments, shall be deposited to the Municipality's debt service fund or may be applied to any payments due to the United States government pursuant to the Code in connection with the Bonds, subject to any modifications to the foregoing by the Governing Body.

(c) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond and note proceeds, accrued interest, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement. The Mayor, the City Recorder and the Assistant City Administrator/Chief Financial Officer, or any of them, working with the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the Mayor, the City Recorder and the Assistant City Administrator/Chief Financial Officer, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The Mayor, the City Recorder and the Assistant City Administrator/Chief Financial Officer, or any of them, shall arrange for the delivery to the successful bidder for the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, in accordance with the provisions of Rule 15c2-12 of the Securities and Exchange Commission.

The Mayor, the City Recorder and the Assistant City Administrator/Chief Financial Officer, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-

12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

If the winning bidder or its purchaser or assignee does not intend to reoffer the Bonds to the public as evidenced by a certificate executed by the winning bidder and/or its purchaser or assignee, then an Official Statement is authorized, but not required, as shall be determined by the Mayor in consultation with the Municipal Advisor and Bond Counsel.

Section 11. Tax Matters.

(a) The Bonds are expected to be issued as federally tax-exempt bonds. In such event and to that end, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an "arbitrage bond". Also, to that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents and to adopt and follow all such regulations, policies and procedures that may be required or advisable, as determined in consultation with Bond Counsel, when complying with the provisions of this Section related to the issuance of the Bonds.

Section 12. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and

which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 13. Reasonably Expected Economic Life. The "reasonably expected economic life" of the Projects within the meaning of Sections 9-21-101 et seq., Tennessee Code Annotated, equals or exceeds the term of those Bonds financing such Projects.

Section 14. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and certain event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto, if any. Failure of the Municipality to comply with the undertaking herein described and

to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution that would adversely affect the security of the Bonds or the rights of the Bondholders shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

EXHIBIT A

ESTIMATED AMORTIZATION SCHEDULE AND COSTS OF ISSUANCE

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Bond Component:					
	03/01/2027	1,740,000	5.000%	2.440%	102.650
	03/01/2028	2,385,000	5.000%	2.470%	105.038
	03/01/2029	2,955,000	5.000%	2.490%	107.339
	03/01/2030	3,560,000	5.000%	2.530%	109.462
	03/01/2031	3,740,000	5.000%	2.660%	110.999
	03/01/2032	3,925,000	5.000%	2.850%	111.878
	03/01/2033	4,120,000	5.000%	3.030%	112.428
	03/01/2034	4,325,000	5.000%	3.180%	112.842
	03/01/2035	4,540,000	5.000%	3.340%	112.877
	03/01/2036	4,770,000	5.000%	3.530%	112.350
	03/01/2037	4,108,000	5.000%	3.750%	110.389 C
	03/01/2038	4,314,000	5.000%	3.930%	108.815 C
	03/01/2039	4,529,000	5.000%	4.080%	107.523 C
	03/01/2040	4,756,000	5.000%	4.210%	106.419 C
	03/01/2041	4,994,000	5.000%	4.320%	105.496 C
	03/01/2042	4,834,000	5.000%	4.420%	104.665 C
	03/01/2043	5,077,000	5.000%	4.570%	103.432 C
	03/01/2044	5,328,000	5.000%	4.650%	102.783 C
	03/01/2045	5,596,000	5.000%	4.720%	102.218 C
	03/01/2046	5,876,000	5.000%	4.800%	101.577 C
	03/01/2047	4,655,000	5.000%	4.870%	101.020 C
	03/01/2048	4,888,000	5.000%	4.920%	100.625 C
	03/01/2049	5,132,000	5.250%	4.960%	102.271 C
	03/01/2050	5,402,000	5.250%	4.990%	102.033 C
	03/01/2051	5,685,000	5.250%	5.010%	101.874 C
		111,234,000			

C=Price to March 1, 2036 Call Date

City of Franklin, TN Costs of Issuance - Estimated General Obligation Bonds, Series 2026			Estimated
Bass, Berry & Sims PLC	Bond Counsel	\$	105,000
	Expenses		2,000
PFM Financial Advisors LLC	Financial Advisor		125,000
	Data Fee & Expenses		5,000
Moody's Investors Service	Rating		78,500
S&P Global	Rating		85,000
US Bank (Confirm w/City and Fees)	Paying Agent Fee		1,000
Ipreo	POS/OS Posting		1,250
DAC	Dissemination Agent		2,500
Miscellaneous			5,000
Total Costs of Issuance		\$	410,250

Interest costs and issuance costs for the Bonds are estimated and preliminary and depend upon market conditions at the time of sale.

EXHIBIT B

ENGAGEMENT LETTER OF BOND COUNSEL

December 9, 2025

City of Franklin, Tennessee
109 3rd Avenue South
Franklin, TN 37064
Attention: Mayor Ken Moore

Re: Issuance of Not to Exceed \$118,000,000 in Aggregate Principal Amount of General Obligation Bonds.

Dear Mayor Moore:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Franklin, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance projects identified in the detailed bond resolution (the "Resolution") authorizing the Bonds, adopted on December 9, 2025, and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.

5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.
6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.

- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any other debt of the Issuer, or after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon acceptance of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to

the other client will be relevant to any aspect of the issuance of the Bonds. Acceptance of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$105,000.00 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amounts stated above; (b) if material changes in the structure or schedule of the respective financings occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closing(s) and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of

Tennessee. To the extent permitted by applicable law, any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are not acceptable to you, please so indicate in a writing signed by an authorized officer. Otherwise, we look forward to working with you.

48310016.3

City of Franklin, TN

Proposed General Obligation Bonds, Series 2026
Board of Mayor and Aldermen Work Session
November 25, 2025



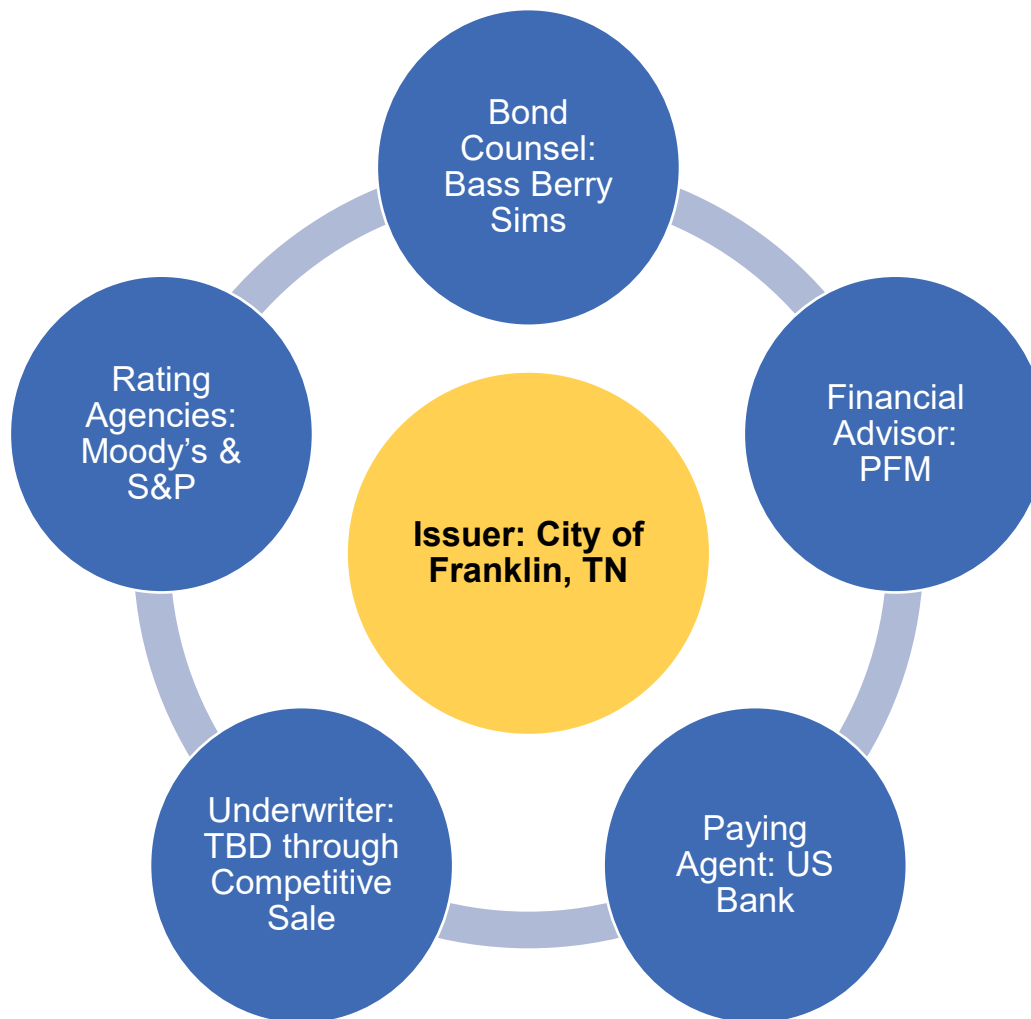


Proposed General Obligation Bonds, Series 2026 – City Projects

Project	Amount	Notes
Fire Apparatus	\$4,593,103	3 Apparatus + equipment
Major Road Resurfacing	\$7,580,161	2 paving seasons- 2026 and 2027
Pearl Bransford Park/Robinson Lake	\$15,000,000	Final tranch of bond proceeds (first was 2025 GO Bonds)
Long Lane Road Improvements	\$2,500,000	Additional bond funds expected in 2028 issuance
Church Street Road Improvements	\$2,500,000	Additional bond funds expected in 2028 issuance
New City Hall	<u>\$85,000,000</u>	All debt for this project (Remaining 17% is cash funded)
Total	<u>\$117,173,264</u>	



Bond Sale Team Members





Security / Source of Repayment

- General Obligation Bonds are secured and payable from the following:
 - Full Faith and Credit Pledge
 - All Legally Available Revenues
 - Taxing Power
 - Should a governing body fail to appropriate annual interest and principal, the obligation remains due, and the bondholders have a legal right to such funds and may take legal action to obtain timely payment.



Key Elements of the Authorizing Resolutions

Authorizing Resolution	
Identify Applicable Tennessee Code	9-21-101
Identify the Types of Projects to be Financed	The cost of design, construction, and improvements to listed public assets and infrastructure projects (parks, roads, public safety equipment)
Not To Exceed Amount	\$118,000,000
Payment Dates	Annual principal payment dates (March) & semi-annual interest payment dates (March & September)
Establish a Call Date (date to potentially refinance)	Not to exceed 10 years after debt is issued
Identify the Source or Repayment/Security	Unlimited Ad Valorem Taxes



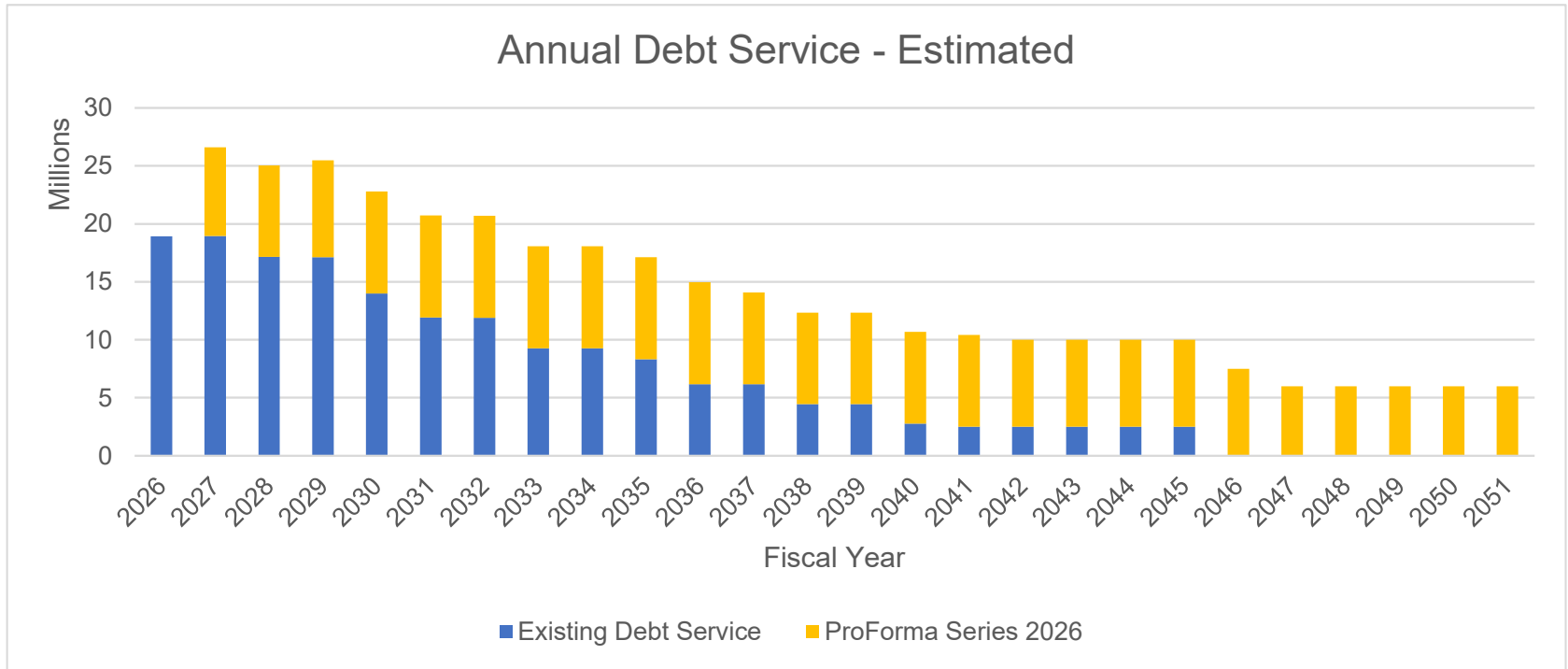
Estimated 2026 Debt Stats*

Estimated Par Amount	\$110,000,000 - \$118,000,000
Estimated True Interest Cost	4.25% - 4.50%
Estimated Annual Debt Service	FY 2027 – FY 2028 of approximately \$7.7M - \$8.0M FY 2029 – FY 2036 of approximately \$8.4 - \$8.8M FY 2037 – FY 2041 of approximately \$7.9M FY 2042 – FY 2046 of approximately \$7.5M FY 2047 – FY 2051 of approximately \$6.0M

Amortization for the City Hall project portion is 25 years. However, the other projects are amortized over shorter periods (10 years to 20 years), which results in front loaded debt service (i.e. somewhat higher in early years as principal is amortized more quickly).



Debt Service Payments with Series 2026





Financing Timeline*

October 16, 2025	BOMA Budget & Finance Work Session
November 25, 2025	BOMA Work Session – Initial and Authorizing Resolutions
December 9, 2025	BOMA Meeting – Initial and Authorizing Resolutions Presented
January 7, 2026	Credit Rating Calls
Week of January 19 th 2026	Distribute Bond Offering Documents
Week of January 26 th 2026	Competitive Bond Sale
Week of February 9 th 2026	Closing/Funds Received



File #: 21-01565

DATE: 11/25/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

*Consideration Of Change Order 1 To COF Contract No. 2025-0174, With Garney Construction For The Ewingville Drive Emergency 48" FRP Repair In The Amount Of \$1,452,381.52

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the change order no.1 to COF Contract No. 2025-0174 The Ewingville Drive Emergency 48" FRP Repair with Garney Construction in the amount of \$1,452,381.52.

BACKGROUND/STAFF COMMENTS:

The original contract with Garney Construction for the Ewingville Drive Emergency 48-inch Hobas Repair project was approved at the June 10, 2025, BOMA meeting. Since that approval, it has been decided to replace a 360-foot section that was originally planned to be lined. Part of the replacement project requires the bypass of the existing 12-inch reclaimed water line in the same area, which also includes bypass pumping.

FINANCIAL IMPACT:

The cost of this change order is \$1,452,381.52.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Change Order 1 to COF Contract No. 2025-0174.

CHANGE ORDER NO.: 1

Owner: **City of Franklin, TN** Date Issued: **10/7/2025**
 Engineer: **N/A**
 Contractor: **Garney Construction**
 Project Name: **Ewingville Drive Emergency 48" FRP Repair**
 Owners Contract No.: **COF 2025-0174**
 Effective Date of Change Order: **N/A**

The Contract is modified as follows upon execution of this Change Order:

Attachment(s):

- RFI #1 dated 9/25/2025
- RFI #2 dated 9/25/2025

Description:

- **RFI 1: Add 360 linear feet of 48 Inch DIP at a total cost of \$1,413,900**
- **RFI 2: Provide cost of \$38,481.52 to set up bypass for the existing 12" reclaimed water line and 3 months of bypass pumping**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 7,750,424.00		Substantial Completion:	N/A
		Ready for final payment:	N/A
[Increase] [Decrease] from previously approved Change Orders		[Increase] [Decrease] from previously approved Change Orders:	
\$ 0		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 7,750,424.00		Substantial Completion:	N/A
		Ready for final payment:	N/A
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 1,452,381.52		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 9,202,805.52		Substantial Completion:	N/A
		Ready for final payment:	N/A

Recommended by Project Manager

By: _____
 Title: _____
 Date: _____

Recommended by Department Director

By: _____
 Title: _____
 Date: _____

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Accepted by Contractor

By: _____
 Title: _____
 Date: _____

REQUEST FOR INFORMATION

2025-0174

Attachment to CO 1



Garney Companies, Inc.

200 Crutchfield Ave.

Nashville, TN 37210

ADVANCING WATER

RFI NO: 1

TO: COF

Michelle Hatcher

Water Management Department

DATE: 9/25/2025

GCI JOB NO: 3490

PROJECT: 48" Emergency Job

CONTRACT NUMBER: 2025-0174

ENGINEER PROJECT NUMBER: NA

RE: Additional Piping

Per our conversation, Please confirm we are to remove and install new 48" DI between stations 142+38.1 to 145+83.1. This is inlieu of CIPP lining. The pipe will be installed at the contract unit rate. Please confirm.

Attachment:

Respond By: 9/27/2025

Signed: Tony Naredo

Engineer/Owner Response:

Signed:



Date 9/25/25

Attention: Michelle Hatcher

(Rev. #00)

Sent Via: michelle.Hatcher@franklintn.gov

Reference: Franklin 48-inch Trunk Sewer Emergency Repair

Subject: Bid Proposal

Garney Construction is pleased to submit our pricing for the emergency repair of the existing 48-inch trunk sewer piping as described in the attached drawings, sheets 14 - 16. Garney is adding approximately 350 feet of ductile iron from station 142+38 to 145+83

Lump Sum \$1,413,900

Remove and replace 48" Hobas pipe with Ductile iron pipe

Qty	Unit Price	Total
360 feet	\$3,927.50	\$1,413,900

Specific Project Inclusion:

1. Remain unchanged from original scope of work

General Exclusions:

1. Remain unchanged from original scope of work

We look forward to the opportunity to work with your company on this project. Should you have questions or need further information, please contact me at (615) 406 2551.

Garney Companies, Inc.

Tony Naredo
Senior Project Manager

cc: File

REQUEST FOR INFORMATION

2025-0174

Attachment to CO 1



Garney Companies, Inc.
200 Crutchfield Ave.
Nashville, TN 37210

ADVANCING WATER

RFI NO: 2

TO: COF
Michelle Hatcher
Water Management Department

DATE: 9/25/2025
PROJECT: 48" Emergency Job
CONTRACT NUMBER: 2025-0174
ENGINEER PROJECT NUMBER: NA

GCI JOB NO: 3490

RE: Reclaimed piping bypass

Per our conversation, Garney is to install a temporary bypass for the Water line in lieu of cutting and capping. Garney will track the cost for the installation and removal. Garney will bill monthly rental of the Bypass equipment. Please confirm.

Attachment:

Respond By: 10/9/2025 Signed:

Engineer/Owner Response:

Signed:



Date 9/25/25

Attention: Michelle Hatcher

(Rev. #00)

Sent Via: michelle.Hatcher@franklintn.gov

Reference: Franklin 48-inch Trunk Sewer Emergency Repair

Subject: Bid Proposal for Reclaimed water bypass

Garney Construction is pleased to submit our pricing for the emergency repair of the existing 48-inch trunk sewer piping as described in the attached drawings, sheets 14 - 16. Garney is adding approximately 350 feet of ductile iron from station 142+38 to 145+83

Price to install and remove the 12" water reclaim: \$27,738.76

Monthly cost of Bypass piping \$3,528

Specific Project Inclusion:

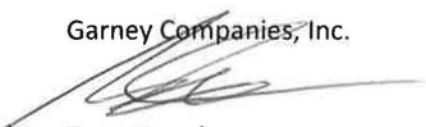
1. Remain unchanged from original scope of work

General Exclusions:

1. Remain unchanged from original scope of work

We look forward to the opportunity to work with your company on this project. Should you have questions or need further information, please contact me at (615) 406 2551.

Garney Companies, Inc.


Tony Naredo
Senior Project Manager

cc: File



COST WORKSHEET

Date: TBD
PCO #: _____
Owner Name: _____
Owner Contract No. _____
Garney Project No. _____

Subject: 12" reclaimed water bypass
Description: Install bypass, removal of bypass

Time Extension: 18

LABOR						
Crew Description	Classification	Quantity	Composite Hourly Rate	Hours Each	Extension	Totals
	Assist. Superintendent	1	\$ 139.00	8.0	\$ 1,112.00	
	Equipment Operator 1	1	\$ 87.40	8.0	\$ 699.20	
	Laborer 1	2	\$ 62.20	8.0	\$ 995.20	
			\$ -		\$ -	
			\$ -		\$ -	
Labor Subtotal						\$ 2,806.40

EQUIPMENT						
Description	Quantity	FHWA Hourly Rate	Hours Each	Extension	Totals	
		\$ -		\$ -		
		\$ -		\$ -		
Caterpillar 335F LCR		\$ 191.54	0.0	\$ -		
Deere 624L		\$ 90.14	0.0	\$ -		
		\$ -		\$ -		
		\$ -		\$ -		
		\$ -		\$ -		
Equipment Subtotal						\$ -

SUBCONTRACTOR						
Description	Quantity	Unit	Unit Price	Extension	Totals	
Bypass setup	1.0	ea	\$ 10,168.00	\$ 10,168.00		
Bypass Freight in and out	2.0	ea	\$ 1,100.00	\$ 2,200.00		
Bypass Removal	1.0	ls	\$ 7,000.00	\$ 7,000.00		
Weld on MJ coupler	0.5	ls	\$ 4,145.40	\$ 2,072.70		
				\$ -		
				\$ -		
				\$ -		
Monthly rental \$3,360 assume 3 months	0	months	\$ 3,360.00	\$ -		
				\$ -		
				\$ -		
				\$ -		
Subcontractor Subtotal						\$ 21,440.70

MATERIALS						
Description	Quantity	Unit	Unit Price	Tax	Extension	Totals
MJ fittings 4" 90's	4	ea	\$ 125.00	\$ 10.00	\$ 540.00	
MJ Gland packs	8	ea	\$ 72.00	\$ 5.76	\$ 622.08	
MJ adapter	1	ea	\$ 150.00	\$ 12.00	\$ 162.00	
MJ Flange by spools	1	ea	\$ 175.00	\$ 14.00	\$ 189.00	
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
Material Subtotal						\$ 1,513.08

SUMMARY							
Description	Quantity	Unit	Subtotal	Markup %	Markup Extension	Subtotal Plus Markup	Totals
LABOR	1	LS	\$ 2,806.40	15%	\$ 420.96	\$ 3,227.36	
EQUIPMENT	1	LS	\$ -	15%	\$ -	\$ -	
SUBCONTRACTOR	1	LS	\$ 21,440.70	5%	\$ 1,072.04	\$ 22,512.74	
MATERIALS	1	LS	\$ 1,513.08	5%	\$ 75.65	\$ 1,588.73	
Summary Subtotal						\$ 27,328.83	

PCO Subtotal (Including Markup): \$ 27,328.83
Bonds & Insurance Premium: \$ 409.93
TOTAL \$ 27,738.76



COST WORKSHEET

Date: TBD
PCO #: _____
Owner Name: _____
Owner Contract No. _____
Garney Project No. _____

Subject: 12" reclaimed water bypass
Description: Install bypass, removal of bypass

Time Extension: 18

w/3 Month Rental

LABOR						
Crew Description	Classification	Quantity	Composite Hourly Rate	Hours Each	Extension	Totals
	Assist. Superintendent	1	\$ 139.00	8.0	\$ 1,112.00	
	Equipment Operator 1	1	\$ 87.40	8.0	\$ 699.20	
	Laborer 1	2	\$ 62.20	8.0	\$ 995.20	
			\$ -		\$ -	
			\$ -		\$ -	
Labor Subtotal						\$ 2,806.40

EQUIPMENT						
Description	Quantity	FHWA Hourly Rate	Hours Each	Extension	Totals	
		\$ -		\$ -		
		\$ -		\$ -		
Caterpillar 335F LCR		\$ 191.54	0.0	\$ -		
Deere 624L		\$ 90.14	0.0	\$ -		
		\$ -		\$ -		
		\$ -		\$ -		
		\$ -		\$ -		
Equipment Subtotal						\$ -

SUBCONTRACTOR						
Description	Quantity	Unit	Unit Price	Extension	Totals	
Bypass setup	1.0	ea	\$ 10,168.00	\$ 10,168.00		
Bypass Freight in and out	2.0	ea	\$ 1,100.00	\$ 2,200.00		
Bypass Removal	1.0	ls	\$ 7,000.00	\$ 7,000.00		
Weld on MJ coupler	0.5	ls	\$ 4,145.40	\$ 2,072.70		
				\$ -		
				\$ -		
				\$ -		
Monthly rental \$3,360 assume 3 months	3	months	\$ 3,360.00	\$ 10,080.00		
				\$ -		
				\$ -		
				\$ -		
				\$ -		
Subcontractor Subtotal						\$ 31,520.70

MATERIALS						
Description	Quantity	Unit	Unit Price	Tax	Extension	Totals
MJ fittings 4" 90's	4	ea	\$ 125.00	\$ 10.00	\$ 540.00	
MJ Gland packs	8	ea	\$ 72.00	\$ 5.76	\$ 622.08	
MJ adapter	1	ea	\$ 150.00	\$ 12.00	\$ 162.00	
MJ Flange by spools	1	ea	\$ 175.00	\$ 14.00	\$ 189.00	
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
				\$ -	\$ -	
Material Subtotal						\$ 1,513.08

SUMMARY							
Description	Quantity	Unit	Subtotal	Markup %	Markup Extension	Subtotal Plus Markup	Totals
LABOR	1	LS	\$ 2,806.40	15%	\$ 420.96	\$ 3,227.36	
EQUIPMENT	1	LS	\$ -	15%	\$ -	\$ -	
SUBCONTRACTOR	1	LS	\$ 31,520.70	5%	\$ 1,576.04	\$ 33,096.74	
MATERIALS	1	LS	\$ 1,513.08	5%	\$ 75.65	\$ 1,588.73	
Summary Subtotal						\$ 37,912.83	

PCO Subtotal (Including Markup): \$ 37,912.83
Bonds & Insurance Premium: \$ 568.69
TOTAL \$ 38,481.52

September 3, 2025

Tony Naredo
GARNEY COMPANIES, INC
1700 SWIFT AVE STE 200
SUITE 200
Kansas City, MO 64116-3834

Phone: 615-406-2551

**RE: Pipe rental
Rental Quotation 144023977**

Dear Tony:

Thank you for your interest in Xylem Inc. products and the service that we offer. As requested, Xylem Dewatering Solutions, Inc. is pleased to provide the following quotation for your upcoming project.

New pipe would be delivered directly from the manufacturer to the jobsite. Direct ship freight is to be determined.

To avoid being charged a Loss Damage Waiver fee, please provide a valid Certificate of Insurance to cover all rented/leased equipment, if one is not provided, an additional 15% will be added to your invoice for all serialized equipment.

Customer must maintain the following specific insurance coverages when renting Equipment from Xylem: Statutory Workers' Compensation and Employers' Liability in compliance with country and/or state laws; Automobile Liability including owned, hired, and non-owned vehicles; and Commercial General Liability on a primary and noncontributory basis including broad form contractual liability coverage. Minimum per occurrence limits of \$1MM must be per location/job and defense cost must be supplementary payments. Claims-made policies are not acceptable. Equipment must be covered by an Equipment policy for the full replacement value of the equipment. Customer must provide a Certificate of Insurance with endorsements naming Xylem as the Certificate Holder and must state that Xylem is named as additional insured and loss payee. Expiration dates, limits, and deductibles for each policy must also be noted, along with a provision for notice of cancellation, non-renewal, or material change to the certificate holder of not less than 30 days. Customer shall provide a Certificate of Insurance with endorsements as evidence of coverage before Xylem will release Equipment. ~~Failure to maintain adequate insurance will result in an additional automatic surcharge of 15% to the total Equipment charge and Customer shall remain responsible for Loss/Damages to equipment in Customer's custody, whether insured or not.~~

~~Unless Seller's Documentation specifically provides otherwise, all taxes, levies, duties, tariffs and other governmental charges, and any incremental increases thereto, shall be paid by the Buyer. Seller reserves the right to adjust pricing and schedule of the affected goods to reflect any impact resulting from tariffs. Seller is not obligated to deliver the goods and/or services until an agreement on the new price and/or~~

RENTAL QUOTATION

ITEM	QTY	DESCRIPTION
A	2,000'	12" HDPE Pipe SDR 17 (Per Foot)
B	2	12" HDPE SDR 17 150# Flange Adapter
C	2	12" HDPE 150#FL Back Up Ring
<u>REQUIRED EXTRAS:</u>		
D	1	Fusion/Install <u>\$10,168</u> Three men two 12 hour days, fusion machine, and two service trucks daily
E	1	Inbound Freight to be determined
F	1	Teardown <u>\$7000</u>

\$3,360 Monthly Rental

ESTIMATED RENTAL - DAILY/WEEKLY/MONTHLY	\$380.00/\$1,120.00/\$3,360.00
ENVIRONMENTAL FEE - DAILY/WEEKLY/MONTHLY	\$ 0.00 / \$ 0.00 / \$ 0.00
<i>Freigh</i> ESTIMATED DELIVERY/PICK UP	\$ 0.00 / \$ 1,100.00
REQUIRED EXTRAS	\$ 17,168.00

SERVICE QUOTATION

ITEM	QTY	DESCRIPTION	DAILY UNIT	DAILY TOTAL
A	1	McElroy Fusion Machine 4" - 12"	\$ 375.00 /ea	\$ 375.00
B	4.00	Travel Charge - Billing Only	110.00 /hr	440.00
C	9.75	Supervisor Standard Rate	135.00 /hr	1,316.25
D	2.25	Labor Standard Rate	110.00 /hr	247.50
E	148	Mileage	4.25 /ea	629.00
F	0.75	Supervisor Overtime Rate	135.00 /hr	101.25
G	148	Fuel Surcharge by the Mile	0.55 /ea	81.40
H	3	Godwin Service Truck	125.00 /ea	375.00
I	1	McElroy T500II Fusion Machine 6" - 20"	430.00 /ea	430.00
J	1	Branch Skid Steer	150.00 /ea	150.00

1/2 2 \$21

ESTIMATED SERVICE TOTAL	\$ 4,145.40
ESTIMATED DELIVERY CHARGE	\$ 0.00
ESTIMATED PICKUP CHARGE	\$ 0.00



File #: 21-01564

DATE: 11/25/2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
SUBJECT:

Discussion Of Hobas Ewingville Repair

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of the HOBAS sanitary sewer pipe repair near the Ewingville neighborhood.

BACKGROUND/STAFF COMMENTS:

The presentation will discuss the ongoing efforts for the repair near the Ewingville neighborhood, the repair at the Chestnut Bend manhole, and future efforts toward an evaluation of the HOBAS pipe throughout the City's sanitary sewer system.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

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



2025 HOBAS REPAIR DISCUSSION

NOVEMBER 25, 2025

MICHELLE HATCHER, PE,
DIRECTOR

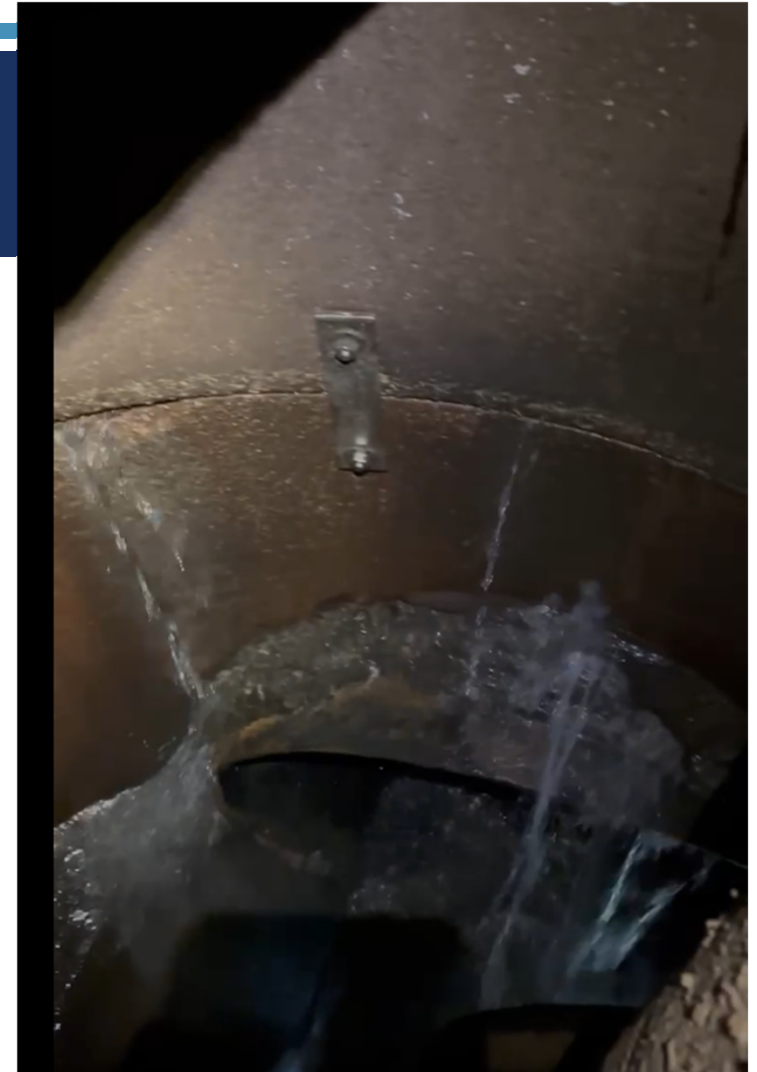
DILLON GASTER,
FINANCIAL MANAGER

WATER MANAGEMENT
DEPARTMENT

TIMELINE OF REPAIRS

- June 2014 = Pinkerton Park (across river) failure – replaced with hobas 230 ft
- 2017 = Chestnut Bend failure – replaced 1,385 ft with ductile iron & lined 630 ft
- Fall 2024 = manhole boot/band failure at Chestnut Bend (grouted and lined manhole November 2025)
- April 2025 = WMD notified of sinkhole behind Ewingville neighborhood
- October 2025 = Substantial completion for Downtown Infrastructure
- November 2025 = work began at Chestnut Bend manhole repair
- November 2025 = work began at Ewingville sewer repair
- June 2026 (estimated) = Ewingville replacement complete with 1,708 ft ductile iron pipe

CHESTNUT BEND MANHOLE REPAIR



EWINGVILLE REPAIR

Location	Distance (ft)	PACP Code	Continuous	Value 1	Value 2	%	Clock From	Clock To	Remarks
	0.0	AMH							SMH-11159
	0.0	MGO							Ovality ranges from 2.8 to 11.68% at 436.4'
	0.0	MWL				10			
	107.6	FDE							Deflection: 100(48.92-39.93)/48.92 = 18.37%
	461.8	AMH							SMH-11156

Deflection peaks at 18.37% approximately 436' from SMH-11159, which exceeds the maximum allowable of 5%.

Based on the 2017 inspection, this segment had no observed infiltration or structural defects. This segment has significant deflection as indicated by laser profile results (see Figure 53). The maximum ovality exceeds 11% at roughly 438 feet from downstream manhole SMH-11159.



PROJECT COSTS

Item	Already Incurred	To Be Incurred	Total
Bypass Pumping	\$305,000	\$80,000	\$385,000
Temporary Construction Easements	\$355,000	-	\$355,000
Inspection	\$5,000	\$210,000	\$215,000
Garney (initial, CO #1 & CO #2)	\$1,900,000	\$7,534,000	\$9,434,000
Contingency	-	\$500,000	\$500,000
Total	\$2,565,000	\$8,324,000	\$10,889,000

CHESTNUT BEND AREA

- Seeding complete – may need to return in early spring for reapplication



CURRENT EWINGVILLE REPAIR



FUNDING METHODS

Funding Sources	
Source	Amount
Budgetary Savings (Sewer Operating)	\$1,350,000
Payment from General Fund (reimbursement of land purchased by the Water Management Fund but now serving the general purpose of Parkland at the Pearline M. Bransford Park)	\$2,500,000
Fund Balance (Sewer Fund)	\$7,039,000
Total	\$10,889,000

NEXT STEPS

- Ewingville repair finished July 2026
- Evaluation & prioritization for replacement of remaining hobas pipe (maximize CIPP but may need replacement)
- FY26 budget amendment to be presented in December, including;
 - Ewingville Repair Costs
 - Broader hobas evaluation
- Cost of service analysis (rate study) to evaluate impacts of replacement program to revenue requirements (existing and future impact)



File #: 21-01326

DATE: 11/25/2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Margaret Wilson, Finance Director

SUBJECT:

Consideration Of Resolution 2025-95, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Banking Services For A Term Of Award

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-95, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For Banking Services for a Term of Award.

BACKGROUND/STAFF COMMENTS:

We are requesting the use of the competitive sealed proposal procurement method for choosing the service provider for banking services. TCA 6-56-110 requires TN cities to obtain and evaluate banking proposals from at least two banks at least once every four years.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-95.

RESOLUTION 2025-95

A RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL PROCUREMENT METHOD FOR CHOOSING THE SERVICE PROVIDER FOR COMPREHENSIVE BANKING SERVICES, INCLUDING GENERAL BANKING AND LOCKBOX PROCESSING, FOR A TERM OF AWARD

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

WHEREAS, the City passed Ordinance 2019-24 on August 13, 2019, authorizing the use of the competitive sealed proposal procurement method; and

WHEREAS, should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then City staff requests authority to use the competitive sealed proposal procurement method for determining which service provider to recommend for award of annual financial and compliance auditing services for a term of award; and

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

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

Should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then the City is authorized to use the competitive sealed proposal procurement method pursuant to the standards set forth in Municipal Code § 5-504 for determining which service provider to recommend for award of comprehensive banking services, including general banking and lockbox processing, for a term of award because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

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



City of Franklin

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

File #: 21-01507

DATE: 11/25/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney
Deb Faulkner, Police Chief

SUBJECT:

Consideration Of Resolution 2025-96, A Resolution To Amend The Franklin Police Department Wrecker And Towing Service Rotation Policy And Agreement

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2025-96, for amending and updating the wrecker and towing service rotation policy and agreement for the Franklin Police Department.

BACKGROUND/STAFF COMMENTS:

The City adopted the Wrecker Service Policy and Agreement in order to expedite towing of disabled vehicles. The Franklin Police Department enforces state criminal and traffic laws, as well as city ordinances, within the corporate limits of the City of Franklin. Periodically, towing of vehicles is necessary pursuant to Title 15, Chapters 6 and 7 of the Franklin Municipal Code. To expedite non-consensual towing of vehicles and to fairly and efficiently distribute calls for towing services, the Franklin Police Department maintains a Wrecker and Towing Service Call Rotation List. The Franklin Police Department requires specific standards to be followed to ensure that the wrecker services listed are safe and reputable. These standards are agreed upon by the Franklin Police Department and the wrecker services. The increase in price is due to inflation and the need to maintain a list of reputable wrecker companies.

FINANCIAL IMPACT:

There is no direct financial impact on the City of Franklin.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve RES 2025-96.

RESOLUTION 2025-96

**A RESOLUTION TO AMEND THE FRANKLIN POLICE DEPARTMENT
WRECKER AND TOWING SERVICE ROTATION POLICY AND AGREEMENT**

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee, desire to fairly and equitably authorize and assign wrecker and towing services to remove and impound large and standard vehicles for non-consensual tows pursuant to Title 15, Chapter 7 of the Franklin Municipal Code; and

WHEREAS, the Board of Mayor and Aldermen adopted the Wrecker Service Policy and Agreement on June 13, 2006 (Resolution 2006-39) and then amended the resolution in 2017 through Resolution 2017-73 and then amended the resolution in 2022 through Resolution 2022-35; and

WHEREAS, the Board of Mayor and Aldermen desires to amend certain portions of the Wrecker and Towing Service Rotation Policy and Agreement; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to amend the Wrecker and Towing Service Rotation Policy and Agreement.

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

The City of Franklin hereby adopts the amended Wrecker and Towing Service Rotation Policy and Agreement attached hereto as Exhibit A.

1. The Police Chief or his/her designee is authorized to execute this Agreement with each vendor (and all documents pertaining to this Agreement) necessary to carry out the intent of the Policy and Agreement.
2. The Towing Fees will increase as follows:
 - a. Base fee first hour for "standard vehicles" from \$175 to \$215
 - b. Base fee first hour for "larger vehicles" from \$225 to \$275
 - c. Additional fees for "larger vehicles" from \$55 to \$67
 - d. Mileage for towing outside City of Franklin limits from \$2.50 per mile to \$3.05 per mile
 - e. Storage fees for less than 4 hours from \$15 to \$18
 - f. Storage fees for 24-hour period from \$25 per day to \$30.50 per day
3. That this Resolution shall be effective upon adoption.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

**FRANKLIN POLICE DEPARTMENT
WRECKER AND TOWING SERVICE ROTATION
POLICY AND AGREEMENT
COF Contract No.: _____**

This Wrecker and Towing Service Rotation Agreement is entered into between _____ "the Wrecker Service" and The Franklin Police Department of the City of Franklin, Tennessee ("the City"), on this the ____ day of _____, 20__.

PURPOSE AND DECLARATION OF POLICY

The Franklin Police Department enforces state criminal and traffic laws, as well as city ordinances, within the corporate limits of the City of Franklin. Accordingly, the Franklin Police Department periodically tows vehicles as a result of its enforcement duties pursuant to Title 15, Chapters 6 and 7, of the Franklin Municipal Code. To expedite non-consensual towing (defined herein) of vehicles and to fairly and efficiently distribute calls for towing (wrecker) services, the Franklin Police Department maintains a Wrecker Service Call Rotation List. To ensure that the wrecker services listed are safe and reputable, the Franklin Police Department requires specific standards contained within this Agreement that all participating wrecker services must satisfy to be included on the call rotation list. The above-named Wrecker Service freely and voluntarily enters into this Agreement and agrees to satisfy and maintain the requirements contained therein in consideration for placement on the list for so long as the requirements below are maintained. Nothing herein is intended to deprive the owner or driver of an automobile to choose and privately contract with a wrecker for towing and storage services.

AGREEMENT

1. DEFINITIONS:

- A. "Call rotation" or "wrecker service call rotation list" means a list of wrecker services maintained by the Franklin Police Department and used by its police officers and Williamson County Consolidated Emergency Communications Center for the non-consensual towing of vehicles within the city limits of Franklin.
- B. "Large vehicles" shall mean vehicles that weigh more than 7,000 pounds and that do not fit within the definition of "standard vehicle," including but not limited to, semi-trucks, loaded trucks, trucks with multi-axle trailers, farm equipment, construction equipment and other similar vehicles or equipment.
- C. "Standard vehicles" shall mean passenger-type vehicles that weigh 7,000 pounds or less, including but not limited to cars, pick-up trucks, sport utility vehicles, motorcycles, all-terrain vehicles and other similar vehicles.
- D. "Consensual towing" or "owner's consent" means towing a vehicle at the request of the vehicle's operator through the Franklin Police Department. This occurs only when there is no urgency to have the vehicle removed from its location.
- E. "Non-consensual towing" means removal and towing a vehicle at the direction of the Franklin Police Department pursuant to the Impoundment Code (FMC §15-704) due to the seizure or impoundment of a vehicle, an arrest of the vehicle's operator, a traffic crash, a vehicle illegally parked or abandoned, immobile or unattended, a vehicle creating a safety hazard, or any other reason that necessitates urgent towing of a vehicle without the vehicle owner's and/or operator's consent.

2. POLICY AND COVERAGE:

- A. Eligibility.** The Franklin Police Department maintains a call rotation list that includes only those wrecker services that have entered into a Wrecker Service Rotation Agreement with the City of Franklin and have satisfied all requirements contained in this Agreement. Only those wrecker services that maintain wreckers designed to tow large vehicles shall be called to tow large vehicles. Each operator can only qualify for one spot on the rotation list. No sole proprietor shall have a spot on the rotation list if she/he is a partner in a general partnership that also has a spot on the rotation list.
- B. Order of Rotation List.** Upon establishment of the list of qualified Wrecker Services, the City will then request services from all qualified vendors in rotation. The order on the rotation list shall remain the same for all qualifying wrecker services for a two-year period of the rotation list. No wrecker services shall be added to either rotation list except pursuant to the application process.
- C. Call Rotation List to be Fair; Policy Applies to Non-Consensual Tows Only.** The department shall offer calls for non-consensual towing services fairly and impartially among all wrecker services on the list using an orderly rotation. When the vehicle's owner or operator expresses a preference for a specific wrecker service, and if time permits, the call rotation list will NOT be utilized. However, should a vehicle owner or operator request that the communications center or police officer call a wrecker service and the vehicle owner or operator does not express a preference as to the wrecker service to be called, the next wrecker service on the applicable call rotation list shall be dispatched to the scene.
- D. Two Call Rotation Lists; Rotation.** The Franklin Police Department uses two call rotation lists for all non-consensual towing within the City of Franklin: one for standard vehicles and one for large vehicles. Each list will be kept independently. Once an operator has been summoned by the Police Department to conduct a tow, and service of any type was completed, the service call shall be treated as a rotation list call and the Wrecker Service's name shall be moved from the top of the rotation list to the bottom. If a service was not completed and the driver was told to disregard, they should be placed back on the top of the list.
- E. Availability of Service; Strict enforcement; Suspension; No substitutes.**
 - 1) The Wrecker Service shall maintain a wrecker and driver available for calls twenty-four (24) hours per day, seven (7) days per week, including holidays and during inclement weather. The Wrecker Service shall have all equipment necessary to perform any tow/retrieval which may be requested by officers. This includes, but is not limited to, all such equipment needed for tows/retrievals during inclement weather conditions and/or situations that pose a public safety hazard if vehicle(s) are not removed, and removal of vehicles from City-owned garages.
 - 2) The Wrecker Service may give two telephone numbers to be placed on the call rotation list. Should the Communication center or police officer place a call to the telephone number(s) given by Wrecker Service and receive no answer, a busy signal or voice mail, the communications officer will continue to the next wrecker service on the call rotation list.
 - 3) The Wrecker Service shall respond to the location of the vehicle to be towed within thirty-five (35) minutes from the time that the Wrecker Service is contacted by the Franklin Police Department. For towing of large vehicles, the Wrecker Service shall respond to the location of large vehicles to be towed within forty-five (45) minutes from the time that the Wrecker Service is contacted by the Franklin Police

Department. These time requirements will be strictly enforced as time is of the essence in this Agreement. Response time(s) consideration can be approved by a Franklin Police Department supervisor or designee during inclement weather conditions, not to exceed one (1) hour; for large vehicles not to exceed one (1) hour thirty (30) minutes during inclement weather conditions. The transporting of any vehicle shall be by the most direct route without delay or stops, unless requested by owner or warranted by emergency, to its designation.

- 4) When responding to a call, the Wrecker Service must use its own wrecker. Wrecker companies shall not refer a call to another wrecker company or substitute for each other.
- 5) If the Wrecker Service is unable to respond within the time limits set forth herein shall advise the Franklin Police Department of such so that the next wrecker service on the call rotation can be called. Failure to so advise exceeding the time limits set forth herein, or not responding, upon request, on three or more occasions within a ninety (90) day period, can result in the Wrecker Service being suspended from the call rotation list for a period of one hundred eighty (180) days. After the one hundred eighty (180) days suspension, the Wrecker Service must sign and submit a new Wrecker Service Rotation Agreement and perform and maintain the requirements contained in this Agreement to be placed back on the call rotation list.

F. Procedure. Upon responding to a call for service for non-consensual towing, the wrecker service shall, using due care and commercially acceptable standards in the industry,

- 1) tow or remove the vehicle to its storage facility or other location.
- 2) winch, dolly, or otherwise move the vehicle, as necessary.
- 3) remove all vehicle parts, glass, metal, or plastic, or oil, or other liquid from or at the location from which the vehicle is towed.

G. Towing Fees. The Wrecker Service shall comply with the fee schedule below for all nonconsensual towing requested or directed by the Franklin Police Department within the City of Franklin.

Fee	For "standard vehicles"	For "large vehicles"
Base fee for the first hour on the scene for vehicles towed at the request of the Franklin Police Department (arrest, crash etc.):	\$215	\$275.00
Additional fees for dollies and/or winching: (Note: Additional fees for dollies or winching shall not be charged unless there are extenuating circumstances and such circumstances are documented.)	\$0	\$67.00

Charges for labor after the first hour on the scene:	May not exceed a rate of \$60.00 per hour	May not exceed a rate of \$150.00 per hour
Fee for mileage for towing within the corporate limits of the City of Franklin:	Included in base fee	Included in base fee
Mileage for towing outside the corporate limits of the City of Franklin: (Note: This fee does not pertain to the initial tow from the scene to any storage lot located outside the corporate limits of the City of Franklin.)	May not exceed \$3.05 per mile	May not exceed \$3.05 per mile
Storage fees for vehicles stored less than 4 hours:	May not exceed \$18.00	May not exceed \$18.00
Storage fees for vehicles stored per 24-hour period:	May not exceed \$30.50 per day	May not exceed \$30.50 per day

H. Secure, accessible location. The Wrecker Service shall provide a secure storage location and shall exercise reasonable care to maintain the security of all towed vehicles and their contents. The storage facility shall be secured with fencing at least six (6) feet in height; however, the Police Chief may approve alternative security measures if such measures are found to adequately provide security from vandalism and/or theft. Whenever a storage facility is closed or locked, a conspicuous sign must be posted at the entrance to the storage facility that provides instructions and a local telephone number for obtaining the release of a vehicle when the facility is not open. The local telephone number posted must be able to be answerable twenty-four (24) hours per day, seven (7) days per week, 365 a year and someone must be available at the storage facility to release or provide access to a vehicle within one (1) hour of vehicle owner's request. Personal property in vehicles must be released to its owner in accordance with State law. A conspicuous sign also must be posted at the entrance to the storage facility that provides the Wrecker Service's standard daily storage rate.

I. Requirements.

1) **Compliance with all laws.** The Wrecker Service shall maintain each wrecker that it operates within the City Limits of Franklin accordance with all applicable federal, state laws and local ordinances. The Wrecker Service shall maintain a current Business License issued by the City of Franklin and provide timely payment of all business taxes to the City

of Franklin. The Wrecker Service shall maintain and provide evidence of all State and County sales or service tax licenses (as required by law or ordinance) for all sales or services it provides within the City of Franklin and shall provide evidence of payment of all State and County sales or service taxes to the Franklin Police Department by July 1st of each fiscal year.

2) **Vehicle markings.** Each wrecker that the Wrecker Service operates, shall visibly indicate on each side of the wrecker the name of the Wrecker Service operating the wrecker.

3) **Emergency Lighting.** Each wrecker that the Wrecker Service operates shall have at least one (1) functional, amber-colored, and rotating or strobe type light permanently mounted on the top of the wrecker. All emergency flashers and directional lights showing to the front of the wrecker must be amber in color. The towed vehicle must be capable of displaying all lights on the rear of the vehicle while in tow. When this is not possible, a light bar must be attached to the rearmost vehicle in tow. The bar must consist of two (2) tail lamps, two (2) stop lamps and two (2) turn signals. All lights on the light bar must be fully operational.

4) **Equipment.** Every wrecker that the Wrecker Service operates must carry the following items:

- a. Shovel, Axe, Pry Bar, Bolt Cutters;
- b. Heavy Duty Push Broom;
- c. Fire extinguisher (ABC dry chemical fire extinguisher with a minimum capacity of twenty (20) pounds);
- d. Straps with ratcheting capability that provide for the securing and transporting of motorcycles or other/similar vehicles;
- e. Absorbent material (OIL-DRY or similar product); and
- f. Bucket for debris.

J. **Invoicing.** During instances of non-consensual towing, the Wrecker Service shall provide to the vehicle owner (or, in the case of a seized or impounded vehicle, the Franklin Police Department) at the time of payment, or upon request, an invoice that contains, at a minimum, the following information:

- 1) Date and time of the call for service;
- 2) Location of the call for service;
- 3) Description of the towed vehicle (if possible, to include the year, make, model, license plate number, VIN, etc.);
- 4) Location to which the vehicle was towed; and
- 5) Detailed charges for all towing services and/or storage fees.

A copy of the invoice shall also be made available upon request of the Franklin Police Department.

K. **Application; Checklist.**

- 1) The Wrecker Service shall submit to the Franklin Police Department an "Application for Inclusion on Wrecker Service Rotation." Upon receipt of an "Application for Inclusion on Wrecker Service Rotation," the assigned personnel of the Franklin Police Department shall review the application and complete the attached Wrecker Checklist. The inspection shall include: current registration on each wrecker, current insurance information, current business license and the wreckers are carrying all required items specified in this agreement.

- 2) With the "Application for Inclusion on Wrecker Service Rotation," the Wrecker Service shall also submit a photocopy of the driver's license of each wrecker driver employed by the Wrecker Service. Thereafter, the Wrecker Service shall submit to the Franklin Police Department a photocopy of the driver's license of all newly employed wrecker drivers within thirty (30) days of the driver's initial employment.

a. Driver qualifications. Wrecker Service Drivers must have

- i. A valid Tennessee Driver's License. Owner/operators must possess the appropriate driver's license in accordance with gross vehicle/cargo weight restrictions of the wrecker or intended towed vehicle, as identified by the Tennessee Department of Safety. ii. A criminal history background check performed by the Police Department.

Any convictions will be sent to the Chief of Police for approval/disapproval.

- iii. No DUI or reckless driving convictions within the previous twelve (12 months).

- iv. No convictions for misdemeanors or felonies that involve crimes of violence, theft, fraud, sale or distribution of drugs, bodily injury and other crimes of dishonesty.

- 3) **Permit; issuance, maintenance, and display.** Once the assigned personnel from FPD determines that the Wrecker Service follows all of the requirements contained in this Agreement and on the Checklist, the Wrecker Service will be added to the call rotation list. After being added to the call rotation list, the Wrecker Service shall perform and maintain the requirements contained in this Agreement to remain on the call rotation list.

- L. Insurance.** Each wrecker service provider approved to be included on the rotation list shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with Additional Insured endorsement attached
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with Additional Insured endorsement attached
Workers Compensation	Statutory Limits Include Waiver of Subrogation	Certificate Holder* only

Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder* only
	Include Waiver of Subrogation	
Garagekeepers Legal Liability	\$100,000	Certificate Holder* only

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the specified term of inclusion on rotation, the wrecker service shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the specified term of inclusion on rotation, then the wrecker service shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify City of any such material modification or cancellation.

M. Suspension, Termination. The Franklin Police Department may suspend or terminate this Agreement for any violation of its provisions. Decisions to terminate or suspend this Agreement may be recommended by the Police Chief or his/her designee. The period of suspension should be recommended by the designee of the Franklin Police Department with final approval made by the Chief of Police of the Franklin Police Department, but a single period of suspension may not exceed twelve (12) months in duration. Decisions to suspend or terminate this Agreement shall be effective immediately. In addition to the previously already stated, grounds for termination or suspension may also include:

- 1) The Wrecker Service's failure to maintain its wreckers in a safe and operable condition and in accordance with all applicable federal, state, and local laws and ordinances.
- 2) The Wrecker Service's failure to maintain proper and adequate insurance as required herein.
- 3) The Wrecker Service's failure to respond to a dispatched call for service in accordance with the requirements and provisions of this Agreement.
- 4) Evidence that the Wrecker Service is charging or attempting to charge excessive or unnecessary fees for towing or storage for any vehicle towed by the Wrecker Service at the direction or request of the Franklin Police Department.
- 5) The Wrecker Service's storage of a vehicle at a location other than a storage facility meeting the requirements set forth within this Agreement without the prior written consent of the vehicle's owner.
- 6) Any other action or activity by the Wrecker Service, as well as its owners or employees, that is not within the best interests of the Franklin Police Department, the City of Franklin or the citizens of Franklin. These actions or activities include but are not limited to, assault of a vehicle's owner or operator, arrests, theft from an owner or operator's vehicle, or negligent or intentional damage to a vehicle owner or operator's property.

7) Upon termination or suspension of this Agreement by the Franklin Police Department, the Chief of Police or his/her designee, shall provide written notice of termination or suspension to the Wrecker Service within seven (7) days of the suspension or termination. The Wrecker Service shall have fourteen (14) days from the receipt of the notice to appeal the decision to the City Administrator or his/her designee. Any appeal must be in writing. Decisions by the City Administrator and his/her designee are final.

N. 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.

O. Entire Agreement. This Agreement represents entire understanding between the parties.

P. Amendments. The Chief of Police is authorized to supplement, repeal, or otherwise amend the above terms and conditions at his/her discretion, provided that any such change shall only be effective upon the provision of 14 days' written notice to each wrecker service listed on the then current rotation list. Said notice is effective when deposited in the U.S. mail to the Wrecker Service's permit address or hand delivered to the operator's permit address and signed for by the Wrecker Service operator or his representative. The Wrecker Service shall have thirty (30) days from the date of the notice of the amendment(s) to request to be removed from the list, otherwise, all wrecker services shall be bound by the new terms and conditions.

The parties have entered into this Agreement on the date entered below.

Date: _____

Name of Wrecker Service:

 Chief of Police
 Franklin Police Department
 900 Columbia Avenue
 Franklin, Tennessee 37064
 (615) 794-2513

By:

(signature)

Name: _____
(print)

Cc: Risk and Law



File #: 21-01563

DATE: 11/25/2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney
Bill Squires, Deputy City Attorney

SUBJECT:

*Consideration Of COF Contract No. 2025-0532, With Stag Liuzza, LLC For Legal Representation In A PFAS Class Action Lawsuit On A Contingency Fee Basis

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Contract No. 2025-0532 with Stag Liuzza, LLC for legal representation in a PFAS class action lawsuit on a contingency fee basis.

BACKGROUND/STAFF COMMENTS:

The City has the opportunity to join a multidistrict class action lawsuit against manufacturers DuPont, 3M, Chemours, and affiliated companies. This class action suit seeks to recover expenses that cities, counties, and water authorities around the country have been forced to incur to test for and filter out of the water certain chemicals used by those companies. The law firm in the agreement proposed here, Stag Liuzza, LLC, is already engaged in this class action and is representing numerous cities, counties, and water utilities in the case. There will be no cost to the City to use this firm, as they front any litigation costs that come up and then take those costs from any recovery the City obtains. Additionally, there are no attorney fees collected unless the City is granted a recovery of money. In short, if the City does not recover money, then nothing is owed to Stag Liuzza, LLC. The Law Department has had discussions with this firm about their potential representation of the City and recommends approval of this agreement.

FINANCIAL IMPACT:

This item generates no cost to the City.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2025-0532.

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION
COF Contract No. 2025-0532**

The **CITY OF FRANKLIN, TENNESSEE** (hereinafter the “Client”) hereby retains, **STAG LIUZZA, LLC** (through attorney Michael Stag, LLC) and **BALTHROP, PERRY, & NOE, PLLC** (through attorney Jennifer Noe) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam in the AFFF Product Liability Multi-District Litigation (“AFFF”), (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department:	<u>Michelle Hatcher</u>	<u>(615) 794-4554</u>	<u>michelle.hatcher@franklin.tn.gov</u>
	Name	Telephone	E-mail
Business Matters:	<u>Bill Squires</u>	<u>(615) 550-6603</u>	<u>bill.squires@franklin.tn.gov</u>
	Name	Telephone	E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely manner, sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client’s right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client’s behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any expert, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel that Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding (“Action”) or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any matter and officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such a representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. For any recovery made, Client understands and agrees that the total Attorneys' fee will be divided as follows: 25% to BALTHROP, PERRY, & NOE, PLLC, and 75% to STAG LIUZZA, LLC.

These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for the common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a recovery, which shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or

clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will make reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by a written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any contingent attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned representative of Client has read this agreement, a copy of which Client has received, in its entirety, and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

Client understands that this is a binding legal document. Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

**MAYOR KEN MOORE
FOR THE CITY OF FRANKLIN**

Date

**MICHAEL STAG, LLC FOR STAG LIUZZA,
L.L.C.**

Date

**JENNIFER NOE FOR BALTHROP, PERRY, &
NOE, PLLC**

Approved as to Legal Form for City of Franklin

William E. Squires, Deputy City Attorney



File #: 21-01559

DATE: 11/25/2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney
Bill Squires, Deputy City Attorney

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2025-0247, With Thomson Reuters For Removal Of Doc Auto Module From City HighQ Contract

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 1 to Contract No. 2025-0247 with Thomson Reuters.

BACKGROUND/STAFF COMMENTS:

The underlying agreement being amended, Contract No. 2025-0247, is for provision of HighQ software services to the Law Department. HighQ is the software solution used by the Law Department and its staff for tracking all items that require legal drafting, legal review, legal analysis and any other legal work that needs to be done on behalf of the City. The Law Department has been looking at a module for the software called Doc Auto that would allow for the automation of certain kinds of documents based on user input of information. After considerable review and investigation as to whether the module provides additional efficiency to other City Departments, the module has been determined to be one that does not provide the City much benefit. This amendment to the HighQ contract removes the Doc Auto module from the City's HighQ pricing structure, saving the City approximately Five Thousand Six Hundred and Ten Dollars (\$5,610) per year.

FINANCIAL IMPACT:

There is no cost to the City. Removing the Doc Auto module from HighQ will lower the HighQ software cost by Five Thousand Six Hundred Ten Dollars (\$5,610) annually.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2025-0247.

**Order Form****Order ID: Q-10738216**

Contact your representative dave.abrahamson@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1000126914
FRANKLIN CITY ATTORNEY
SHAUNA R BILLINGSLEY
PO BOX 305
FRANKLIN TN 37065-0305 US

“Customer”

Shipping Address

Account #: 1000126914
FRANKLIN CITY ATTORNEY
SHAUNA R BILLINGSLEY
PO Box 305
FRANKLIN TN 37065-0305 US

Billing Address

Account #: 1000126914
FRANKLIN CITY ATTORNEY
SHAUNA R BILLINGSLEY
PO Box 305
FRANKLIN, TN 37065-0305 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “your” or “Client”.

ProFlex Modification

Material #	Product	Agreement #	New Monthly Charges
40757482	West Proflex	0000311209	\$1,424.62

This Order Form modifies the current order form for the products listed above (“Original Order Form”). The terms of this modification will be effective on the date we process the modification. The Monthly Charges will increase to new Monthly Charges identified in the New Monthly Charges column and will begin billing the first of the month following processing. All other terms and conditions of the Original Order Form including, but not limited to, annual monthly charges increases and the length of the term remain unchanged.

ProFlex Modification Governing Agreement. Access and use of the products and services on this ProFlex Modification Order Form is governed by the same agreement terms and conditions as the order form this Order Form is modifying (“General Terms and Conditions”) along with any applicable Product Specific Terms (set forth below). Such terms are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

If this modification is of a ProFlex under a current WestPack, this Order Form serves as a modification of the Principal product.

If you are licensing banded products, you certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Additional Product Info

*For any HighQ Additional Storage products above, the Unit/Type “Seats” means “GB”.

Included with your HighQ subscription is 1GB of storage and 5 External Users per each Core Internal User license, and 500,000 OCR pages.

Law Dept approved 11.10.25

Miscellaneous

ProFlex Modification Governing Agreement. The ProFlex Modification products and services are governed by the same agreement terms and conditions as the order form this Order Form is modifying. Such terms are incorporated into this Order Form by reference.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA> Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Acknowledgement: Order ID: Q-10738216

Signature of Authorized Representative for order

Dr. Ken Moore, Mayor

Printed Name

Title

Date

This Order Form will expire and will not be accepted after 2/27/2026.

Approved as to form:

William E. Squires
Deputy City Attorney

**Attachment****Order ID: Q-10738216**

Contact your representative dave.abrahamson@thomsonreuters.com any questions. Thank you.

Payment, Shipping, and Contact Information**Payment Method:**

Payment Method: Bill to Account
This order form is made pursuant to:

Order Confirmation Contact (#28)

Contact Name: Bernthal, Amy Sue
Email: amysue.bernthal@franklintn.gov

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Amy Sue Bernthal
Email **amysue.bernthal@franklintn.gov**

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000126914	FRANKLIN CITY ATTORNEY	FRANKLIN TN 37065-0305 US	Existing

Modifications to ProFlex

Material Number	Product Title	Agreement Number	Prior Quantity	New Amended Quantity	Unit	Subscription Type
40757481	West Proflex	0000311209		1	Each	Exist
30830597	HIGHQ ADDITIONAL STORAGE SUB	0000311209		500	GIGABYTES	Exist
30830547	HIGHQ COLLABORATE: WORKSHARE INTEGRATION SUB	0000311209		7	Users	Exist
30830591	HIGHQ COLLABORATE PREMIUM FOR CORE INTERNAL USERS EXTRANET SUB	0000311209		7	Users	Exist
42811156	HIGHQ DOCUMENT AUTOMATION FULL FOR CORE INTERNAL USERS EXTRANET SUB	0000311209		1	Users	Lapsed

Lapsed Products

Sub Material	Active Subscription to be Lapsed
42811156	HIGHQ DOCUMENT AUTOMATION FULL FOR CORE INTERNAL USERS EXTRANET SUB



File #: 21-01552

DATE: 11/25/2025

TO: Board of Mayor and Aldermen

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

SUBJECT:

Consideration Of Draft Policies And Procedures Relating To The Consideration Of Petitions For The Creation Of Real Estate Infrastructure Development Districts
WS 4/8/25, 8/26/25, 9/23/25

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a draft Policies and Procedures Relating to the Consideration of Petitions for the Creation of Real Estate Infrastructure Development Districts.

BACKGROUND/STAFF COMMENTS:

The Real Estate Infrastructure Development Act of 2025 (Public Chapter No. 357) provides an alternative method for local governments to establish Infrastructure Development Districts ("IDDs") and finance infrastructure costs through special assessments to be billed and collected with the same enforcement as levied property taxes. This item is a presentation by Betsy Knotts, bond counsel of Bass Berry & Sims, of a draft policy and procedures document.

FINANCIAL IMPACT:

While the debt would not carry the full faith and credit (general obligation pledge) of the City of Franklin, principal and interest would be repaid by special assessments levied on the property within the district by the host municipality.

RECOMMENDATION:

For informational purposes and direction from the Board.

CITY OF FRANKLIN, TENNESSEE

POLICIES AND PROCEDURES RELATING TO THE CONSIDERATION OF PETITIONS FOR THE CREATION OF REAL ESTATE INFRASTRUCTURE DEVELOPMENT DISTRICTS

Section 1. Introduction

The Real Estate Infrastructure Development Act of 2025 (the “Act”), which was enacted by the General Assembly of the State of Tennessee as 2025 Public Chapter No. 357 and was codified as Title 7, Chapter 84, Part 8 of the Tennessee Code Annotated, provides for the creation of infrastructure development districts in which special assessments are imposed to pay the cost of capital infrastructure that benefits the applicable district. The City of Franklin, Tennessee (the “City”) expects to receive petitions to create such districts pursuant to the Act, and the City wishes to establish policies and procedures to provide for the orderly consideration of such petitions and to provide guidance to developers and property owners of the factors that the City will consider in evaluating such petitions.

These policies and procedures (these “Policies”) supplement the requirements of the Act, and to the extent the Act and these Policies are inconsistent, the terms of the Act shall control. Without limitation, if a developer and property owner submit a fully completed petition pursuant to the Act and do not comply with these Policies, the City will still consider such submitted petition as required by the Act. However, a developer’s failure to comply with these Policies may result in a negative recommendation from City staff with respect to the petition, and the Board of Mayor and Aldermen may deny approval of the petition. These Policies are intended to establish a collaborative process with developers for the creation and consideration of petitions under the Act.

These Policies are intended to address the consideration of petitions submitted under the Act to the City and are not intended to cover all aspects of creation of the districts and the imposition and administration of special assessments pursuant to the Act. The City may adopt additional policies and procedures pursuant to Tenn. Code Ann. § 7-84-820 to address the administration of special assessments pursuant to the Act.

The adoption of these Policies does not create or vest any rights in any person or entity, and the City retains the right to approve any petition to create an infrastructure development district in the sole discretion of the City.

Terms used in these Policies that are defined in the Act shall have the meanings given to such terms in the Act.

Section 2. Process for Consideration of Petitions

2.1. Commencement of Petition Process. If a developer desires to request the creation of an infrastructure development district, the developer shall file with the City a Notice of Intent relating to its request to create the district in the form attached to these Policies as Exhibit A together with a draft of the proposed petition and all additional documents and information required by the form of the Notice. Hard copies of such documents shall be delivered to the office of the City Administrator and digital copies should be submitted to the City Recorder at the email address provided on the City's website. The draft petition shall be substantially in the form provided in Exhibit B provided that the form of petition shall in all respects comply with the requirements of the Act. Upon submission of the Notice of Intent and the draft petition, the developer shall meet with certain City staff designated by the City Administrator to discuss the proposed petition. If a developer and City staff cannot agree on the form of a petition within sixty (60) days of the submission of the developer's Notice of Intent, the developer may submit the petition pursuant to the Act, but the applicable City staff recommendation will be that the petition be denied approval. A developer should not submit a Notice of Intent until such time as the developer has (i) a final, City-approved development plan and/or a substantially final site plan for its development, (ii) a list of infrastructure expected to be funded, (iii) obtained third-party estimates of the infrastructure costs expected to be funded as well as the total infrastructure costs relating to the development, and (iv) a proposed assessment methodology (such as frontage-based assessment) and the maximum rate of assessment. If a proposed assessment methodology is complex, City staff may require a third-party report of a consultant with expertise in assessments relative to the proposed assessment methodology to be submitted with the petition for the creation of the district.

2.2. Filing of Petition and Mailing Notice. Upon completion of the process described in Section 2.1, the developer shall collaborate with City staff to submit its petition at such a time that the public hearing required by the Act relating to the petition can be held between 30 and 45 days from the submission of the petition without the necessity of calling a special meeting of Board of Mayor and Aldermen. The petition should be filed in the same manner as provided above. Developer shall notify all residents within the proposed district by mail using the addresses as shown in the records of the Williamson County Assessor or Trustee for providing tax notices and provide evidence of such mailing to City staff prior to the date of the public hearing.

2.3 Public Hearing and Consideration of Resolution. The Board of Mayor and Aldermen shall consider a resolution relating to the petition immediately following the public hearing as required by the Act. The Board of Mayor and Aldermen may vote to approve the petition, approve the petition with amendments or deny approval of the petition.

2.4. Notice of Creation of District and Assessment. Upon the creation of a district, the developer shall cause to be filed in the Williamson County Register of Deeds Office a notice of the creation of the district and the imposition of special assessments in the district in a form acceptable to the City within sixty (60) days of the approval of the creation of the district by the Board of Mayor and Aldermen.

2.5. Timeline for District Creation. For illustration purposes only, a timeline summarizing the City's preferred approach for considering petitions for the creation of special assessment districts pursuant to the Act is attached hereto as Exhibit C.

Section 3. General Policies relating to the Infrastructure Development Districts

The City will apply the following policies in connection with considering petitions under the Act:

3.1. Term of Assessment. The term of any special assessments imposed in a district shall not exceed the lesser of (i) the period that is reasonably expected to be required to pay the infrastructure costs in the district based upon the assessment or (ii) thirty (30) years.

3.2 Eligible Infrastructure Costs. All infrastructure costs within the meaning of the Act may be paid with special assessments imposed pursuant to the Act, provided that the assessments benefit the properties within the district in the manner required by Section 7-84-817(c). For purposes of these policies, "infrastructure costs" are defined in Section 7-84-802(7) of the Act and are described in Section 5 of the form of petition attached hereto as Exhibit B.

3.3. Municipal Benefits. The Board of Mayor and Aldermen has determined that in exchange for the City's incurrence of time and expenses related to the creation and administration of special assessment districts, developers must agree to provide additional municipal benefits to the City. Only those benefits that comply with Section 3.2 may be funded with special assessment revenues, and any other municipal benefits agreed to must be paid for or financed by the developer from private funds. Guidelines for determining the level of municipal benefits provided by a developer are included in the Municipal Benefits Guidelines which are attached hereto as Exhibit D and made part of these Policies. As more particularly described in Municipal Benefits Guidelines, the priority areas of the Board of Mayor and Aldermen are as follows: (i) Extraordinary Benefits and Quality Development; (ii) Attainable Housing/Housing Stability; (iii) Enhancement of Infrastructure, Public Service, Safety and Sustainability; and (iv) Redevelopment. To qualify for a positive City staff recommendation with respect to the petition, the developer must include commitments in two of the City's priority areas and justify a full credit award in at least one of the two areas. See Exhibit D for further guidance on the criteria related to full and partial credit awards.

3.4. Financings. Any financing of infrastructure costs in a district payable, in whole or in part, from special assessments must be undertaken primarily through a public building authority or other similarly authorized entity on-behalf of the City as approved by the Board of Mayor and Aldermen (the "Authority"). The proceeds of the conduit financing shall flow through The Industrial Development Board of the City of Franklin (the "Industrial Development Board") to the developer of the district. In connection with any such financing, the developer of the district shall also enter into a district development agreement pursuant to which the developer, among other things, will commit to undertake the construction of the infrastructure in the district to the extent such infrastructure is not being undertaken by the City or another governmental entity. In connection with such financing, the developer shall comply with all policies and procedures of the City, the Authority and the Industrial Development Board.

3.5. Value-to-lien Ratio. As a condition to financing infrastructure costs pursuant to Section 3.4 above, the City strongly prefers the minimum ratio of the appraised value of the district as developed to the

principal amount of the special assessment financing to be at least three to one (3:1). The Authority, as the issuer of the special assessment financings, has the discretion to determine whether a ratio less than 3:1, but in no event less than two to one (2:1), is appropriate for certain financings. The Authority shall use its independent professional appraiser to assist in making such determinations.

3.6. Transparency and Disclosure Requirements. For all districts approved for creation, the developer, subsequent seller and any special assessment administrator shall maintain compliance with the transparency and disclosure requirements provided in Exhibit E attached hereto and made part of these Policies. As more particularly described in Exhibit E, the four general requirements are: (i) Full Disclosure of District Obligations and Assessments; (ii) Infrastructure and Service Commitments; (iii) Public Access to Documents and Records; and (iv) Ongoing Disclosure Requirements for Resales. The developer, subsequent seller and any special assessment administrator shall coordinate with regulatory agencies, title companies, and homeowner associations to ensure proper disclosure practices are followed. Such disclosure requirements will be included in the district development agreement or other similar agreements and monitored by City staff to ensure disclosure compliance is achieved.

3.7. Timing of Commencement of Special Assessments. The special assessments imposed on the parcels in a district, or any phase thereof, shall not commence and any financing payable from such special assessments shall not be closed until the completion and approval of the infrastructure in the district or the applicable phase thereof. The City will consider permitting the commencement of assessment and the closing of financing prior to such time if the developer can provide adequate security satisfactory to the Authority, the City and the Industrial Development Board to ensure completion of the applicable infrastructure.

3.8. Community Input. The City strongly encourages developers to receive input from the community, particularly neighbors, in connection with undertaking a development for which a special assessment is requested. Developers will be required at one community meeting, (i.e. neighborhood meeting), to give the public the opportunity to ask questions about the development and be provided information about the proposed special assessments to be levied in the district.

3.9. Relationship to City Existing Policies. These policies shall not be deemed to amend in any manner the City's existing policies relating to construction of infrastructure.

3.10. Reporting to Board of Mayor and Aldermen. City staff will provide annual reports on each district approved pursuant to these policies and on the progress of construction of infrastructure in the district. The developer shall be required in a district development agreement to cooperate with such annual reports and to also provide periodic reports to Board of Mayor and Aldermen until all such infrastructure is completed.

3.11. Special Assessment Billing. Prior to approval of the creation of any district, and if required by state law, the City will verify that a lawful agreement directing the billing, collection, and enforcement of the payment of special assessments has been authorized and entered into with the Williamson County Trustee (the "County Trustee"). When such agreement is in effect, all district special assessment rolls must be sent to the County Trustee in a timely manner to be included on annual property tax bills.

Section 4. Fees and Expenses; Miscellaneous

4.1. Administrative Fees. Five percent (5%) of all special assessments collected by the County Trustee on behalf of the City shall be applied to pay the administrative costs of the City, the County Trustee, the Authority and the Industrial Development Board in connection with imposing and collecting the special assessments in the district and undertaking any financing payable from such special assessments. Such administrative costs shall be shared by the various offices of the City, the County Trustee, the Authority and the Industrial Development Board in such manner as may be agreed upon by the City, the County Trustee, the Authority and the Industrial Development Board.

4.2. Other Expenses. The developer shall also pay all reasonable expenses incurred by the City, the Authority or the Industrial Development Board to third parties, including attorneys' fees and fees of the City's Department of Engineering incurred in managing any project hereunder, in connection with the consideration of any petition and the undertaking of any project or financing irrespective of whether any petition is approved or any financing is closed.

4.3. Additional Requirements; Amendments. These policies may be amended or waived, in whole or in part, at any time by a duly adopted resolution of Board of Mayor and Aldermen. The Board of Mayor and Aldermen may consider any special circumstances or conditions in determining whether to approve any Petition for the Establishment of a Real Estate Infrastructure Development District.

EXHIBIT A

**NOTICE OF INTENT TO SUBMIT PETITION FOR CREATION OF
REAL ESTATE INFRASTRUCTURE DEVELOPMENT DISTRICT PURSUANT TO
THE REAL ESTATE INFRASTRUCTURE DEVELOPMENT ACT**

The undersigned developer is providing to the City of Franklin this notice of its intent to submit a petition for creation of a real estate infrastructure development district pursuant to the Real Estate Infrastructure Development Act of 2025, codified as Title 7, Chapter 84, Part 8 of the Tennessee Code Annotated. Submitted with this Notice of Intent is the proposed form of the petition with all exhibits.

I. Developer Information

1. Name of Developer: _____

2. State of Organization (if an entity): _____

3. Contact Person: _____

Phone Number: _____

E-Mail Address: _____

4. Website of Developer (if any): _____

5. Type of Business Entity (circle one): Sole Proprietorship Limited Partnership
 Corporation General Partnership
 Limited Liability Company

6. Development Team

Please list the business name, contact person, address, phone number and email address for the following members of the Developer's development team for the Infrastructure (if not known, please so indicate):

Infrastructure Contractor: _____

Architect/Engineers: _____

Attorney for Developer: _____

II. Development and Financing Information

7. Does the Developer currently own the area to be included in the district? (Circle one)

☐ Yes

☐ No

If the answer is no, please explain the Developer's relationship to the property in the district.

-
-
8. If the district is to be developed in phases, please describe those phases and the expected timing of each phase:

9. Please describe how the developer intends to undertake any financing payable from special assessment, including whether such financing is expected to be a loan from a financial institution or a public offering of bonds:

10. Indicate maximum assessment period requested and explain how such period was determined:

11. Has any other government assistance (federal tax credits, grants or other economic benefits) been requested by the Developer to assist with infrastructure costs relating to the district?

(Circle one): ☐ Yes ☐ No

If yes, describe the type, source, and amount of assistance requested:

12. Did the developer hold community meeting(s) pursuant to which the community was given an opportunity to provide input on the development?

(Circle one): ☐ Yes ☐ No

13. Please discuss how the development supports the vision set in the City's Land Use Plan – Envision Franklin?

14. Please discuss what effect the development will have on schools and emergency service providers such as fire protection and what discussions the developer has had with schools and emergency service providers regarding the effect the development would have on the provision of educational and emergency services:

15. Please discuss the municipal benefit commitments of the developer in relation to the development itself and the community as a whole. See Section 3.3 of the City's Policies and Procedures Relating to the Creation of Infrastructure Development Districts for guidance relating to the City's municipal benefit priority areas:

III. Supplemental Information

Please provide with this Notice the following:

- Brief business history of the Developer
- Experience of Developer in the use of special assessments in connection with developments
- Resumes of all principals of Developer
- Timetable for the undertaking of the development
- A detailed budget for the cost of the infrastructure to be constructed relating to the district including the basis for determining such costs.
- The methodology for determining the overall development cost of the district as described in the petition.

Developer shall also provide financial information regarding the development and requested assessment as may be requested by City staff, including such information as may be requested by the City staff to determine the financial need for the assessment, provided, however, if any of such information is proprietary, Developer may request City staff to view such information at Developer's offices.

V. Representations and Agreements of Developer

By submitting this Notice, Developer hereby represents and agrees as follows:

(a) The undersigned Developer hereby agrees that the Developer shall meet with representatives of the City, upon request, to answer any questions that may arise in connection with the City's review of this Notice of Intent and related draft petition and that the Developer shall provide to the City, upon request, any supplemental information requested in connection with the City's review of this Notice of Intent and related petition.

(b) The Developer shall pay all reasonable expenses incurred by the City, the Industrial Development Board and the Authority in connection with the consideration of any petition for the creation of an infrastructure development district and/or the financing of infrastructure relating to such district, including reasonable fees of counsel to the City, the Authority and the Industrial Development Board.

(c) The Developer shall indemnify and hold harmless the City, its employees, officers, commissioners, attorneys and consultants against all losses, costs, damages, expenses (including reasonable attorney's fees), and liabilities of any nature directly or indirectly resulting from, arising out of or relating to the acceptance, consideration, approval or disapproval of a petition by Developer.

Developer: _____

Signed: _____ Date: _____, 20

Title of Person Signing (if Developer is an entity): _____

EXHIBIT B

Petition for the Establishment of a Real Estate Infrastructure Development District

[Developer Entity] (the “Developer”) and the owners of each parcel of property included within the boundaries of the infrastructure development district described below hereby petition the Board of Mayor and Aldermen of the City of Franklin (the “City”) to establish and administer an infrastructure development district in the manner described herein, pursuant to the authority provided to the City by Tennessee Code Annotated Sections 7-84-801 et seq. (the “Act”).

1. The name of the proposed real estate infrastructure development district is requested to be the “_____ Infrastructure Development District” (the “District”).

2. The boundaries of the District are hereby requested to be those boundaries set forth in Attachment 1 attached hereto. The Developer represents and warrants that:

- a. the entire boundaries of the District lie within the City; and
- b. no portion of the proposed District overlaps with any other district established pursuant to the Act or with any central business improvement district established pursuant to Tennessee Code Annotated Title 7, Chapter 84; and
- c. the District comprises ____ acres; and
- d. as more fully described in Attachment 4 referenced below, the capital costs required to develop the District are \$ _____; and
- e. the Developer’s address is _____; and

3. A list of each parcel of property within the District, identified by the parcel identification number and address listed therefor in the office of the Williamson County Assessor is attached hereto as Attachment 2.

4. A final, City-approved development plan and/or a substantially final site plan for its development for the District is attached hereto as Attachment 3 (the “Plan”). [The attached Plan:

- a. identifies all proposed uses of properties within the District; and

b. identifies the intended phasing of the development of the District (each such development phase, a “Phase”).]¹

5. Attachment 4 attached hereto lists the following:

a. the streets, roads, bridges, and sidewalks, and the water, wastewater, natural gas, electric, telecommunications, parking and storm water facilities, required for the development of the District, and benefitting the properties within the District, whether within or without the boundaries of the District; and the land within the boundaries of the District required to be donated, dedicated, or otherwise made available to a governmental entity for the foregoing uses and such other purposes that benefit the public as are approved by the City (collectively, “Infrastructure”); and

b. (i) an estimate of all costs that may be capitalized under generally accepted accounting principles for purchasing, constructing, installing, and equipping Infrastructure; (ii) the fees or costs imposed by a municipality or utility service provider: (A) related to the construction or installation of Infrastructure; or (B) as a condition to the delivery of utility services to properties within the District; and (iii) the cost of any land required to be donated, dedicated, or otherwise made available to a governmental entity for the purposes described above, which land shall be valued at either the Developer's demonstrated cost or, if the value of the land has subsequently been appraised, its appraised value, whichever is higher (collectively, “Infrastructure Costs”) and

c. an estimate of all other costs of developing the District, including third-party assessment administrator fees.

6. The undersigned request that the City levy special assessments (the “Assessment”) on each parcel of property within the District, in the manner described below, for the purpose of funding the following:

a. the Infrastructure Costs associated with those items of Infrastructure identified on Attachment 5 (the “Funded Infrastructure”); and

b. the payment of the principal, premium, and interest on any bonds, notes, or other debt obligations issued pursuant hereto, and the funding of necessary reserves for debt service, capitalized interest, and costs of issuance related to any such bonds, notes, or other debt obligations issued; and

c. an amount, not to exceed five percent (5%) of special assessments so levied, for administrative expenses, including expenses incurred by the City and the officers of the City, including the assessor of property, trustee, or other tax collecting official, in administering the collection and allocation of special assessments, including a reasonable allocation of overhead expenses; and

¹ Use this language if special assessments will be initiated or otherwise administered by phase.

7. The undersigned request that the Assessment be levied on the basis of _____ and in the amount of _____. The undersigned represent and warrant that:

a. the Funded Infrastructure directly, uniquely and specifically benefits the properties within the District; and

b. without the installation of the Funded Infrastructure, the parcels within the District could not be developed as proposed; and

c. the proposed manner and amount of the Assessment apportions the costs of the Funded Infrastructure to each parcel of property within the District in a manner consistent with the benefits received by such parcel as a result of the construction and installation of the Funded Infrastructure.

8. The undersigned request that the Assessment be levied and collected annually, beginning in such year as may be agreed to be the City and the Developer, and ending no later than the ____ year thereafter, in such manner as may be permitted by the Act. [The levy and collection of the Assessment may be commenced by phase, as determined by the City and the Developer.]²

9. The undersigned request that the City take any and all steps that it may elect to take to provide for the enforcement and collection of Assessments, including without limitation the imposition of a lien on properties within the District and the imposition of interest and penalties in the event of a property owner's failure to timely pay an Assessment, all as provided by the Act.

10. The undersigned request that the City:

a. authorize the issuance of bonds, to be issued directly by the Authority in conjunction with the Industrial Development Board for the purpose of funding the costs of the Funded Infrastructure;

b. apply and pledge to the payment of such bonds to the proceeds of the Assessment and the other costs described in Section 6 above;

c. enter into one or more district development agreements with the Developer, on such terms as may be consistent with the terms hereof and agreed to between the City, the Industrial Development Board and the Developer, to provide for the application of the proceeds of such bonds, the construction and installation of the Funded Infrastructure, and the development of the District.

11. The undersigned hereby request that the City hold a public hearing regarding this petition at the time and in the manner required by the Act, and to provide notice thereof in the manner required by the Act. The Developer hereby agrees to pay, or reimburse the City for the payment of: (a) all costs incurred

² Use this language if special assessments will be initiated or otherwise administered by phase

by the City to provide notice of the public hearing related to this petition required by the Act; and (b) upon the levy of an Assessment as contemplated herein, all legal, financial advisory and other third-party administrative costs incurred by the City in connection with the implementation of the terms hereof.

Respectfully submitted by the petitioners as of this ____ day of _____, 202__.

DEVELOPER:

[Developer Name]

By: _____

Name: _____

Title: _____

OWNERS:

Exhibit C

Timeline for District Creation Process

2.1 Commencement of Petition Process

Developer Submit Notice of Intent and Draft Petition for Review

- **Submit hard copies to:**
City Administrator's Office
- **Submit electronic copies to:**
City Recorder, recorder@franklintn.gov
- **Include the following:**
 - Final City-approved development plan and/or substantially final site plan
 - List of infrastructure expected to be funded
 - Third-party estimates of infrastructure costs
 - Proposed assessment methodology and rate of assessment

Note: Developer *should not submit* the Notice of Intent until all the above items are available.

2.2 Filing of Petition

- **File hard copies with:**
City Administrator's Office
- **File electronic copies with:**
City Recorder, recorder@franklintn.gov
- **Next Steps:**
 - Advertise public hearing at least 14 days prior to hearing
 - Public hearing to be held between 30 and 45 days from submission of the petition without the necessity of a special-called meeting
 - Developer to notify all residents within the proposed district by mail using the addresses as shown in the records of the Williamson County Assessor or Trustee for providing tax notices and provide evidence of such mailing to City staff prior to the date of the public hearing

Legal Reference: Tenn. Code Ann. § 7-84-812(b)

Notice of hearing must be mailed to all real property owners within the proposed district.

2.3 Public Hearing and Consideration of Resolution

- **Possible Actions of Board of Mayor and Aldermen:**
 - Approve the Petition
 - Approve the Petition with Amendments
 - Deny Approval of the Petition

Legal Reference: Tenn. Code Ann. § 7-84-813

District may only be established by resolution passed by a majority vote of the governing body present and voting upon conclusion of the public hearing.

2.4 Notice of Creation of District

- **Developer to File Notice with:**
Williamson County Register of Deeds
-

Creation Timeline Constraints:

- Maximum of 60 days from submission of Notice of Intent and draft petition for City staff and developer to agree on the final petition to file with the Board of Mayor and Aldermen
 - 30-45 days between the formal filing of the finalized petition and the required public hearing on the petition
 - Developer has 60 days from approval by the Board of Mayor and Aldermen to file notice of creation with the Williamson County Register of Deeds
-

Financings:

- Details related to special assessment financings are dependent on any proposed financing plan and specific agreements entered into following district creation.

EXHIBIT D

Municipal Benefits Guidelines

City Priorities	Sample Commitments	Credit Criteria
I. Extraordinary Benefits and Quality Development	• Project (within or outside of district) addresses one or more priority areas in one or more of the City's master plans • Developer demonstrates engagement with community stakeholders and identifies community-defined benefits • Construction or financial contributions to City priorities (e.g., the implementation of multimodal transportation improvements, such as greenways, bike lanes, traffic calming measures, and transit-supportive features that are in addition to the improvements required to serve the development) valued at a minimum of 1% of the principal amount of the special assessment financing or the infrastructure costs of the district if no financing is issued • Construction, upgrades, or financial contributions for expanding and improving public infrastructure needed to support an exceptional development. This includes, at a minimum, all required off-site infrastructure required to serve and mitigate the impact of the development on existing infrastructure - such as roads, utilities, or stormwater facilities • High-quality architectural and placemaking elements that exceed established base design standards and contribute to a distinct sense of place, as demonstrated through compliance with the current version of the City's development standards • When applicable, preservation, restoration, or adaptive reuse of designated historic structures or resources valued at a minimum of 1% of the principal amount of the special assessment financing or the infrastructure costs of the district if no financing is issued	Full credit awarded for multiple commitments that strongly align with the City's Master Plans and Development Standards. Partial credit awarded for limited commitments or vague alignment with the City's Master Plans and Development Standards.

City Priorities	Sample Commitments	Credit Criteria
II. Attainable Housing / Housing Stability	• At least 10% of the total units shall be deed-restricted (minimum 50 years) for households earning between 50% and 150% of Area Median Income (AMI), as defined annually by the U.S. Department of Housing and Urban Development • Development includes a mix of housing types when supported by Envision Franklin (e.g., apartments, townhomes, and single-family units) to serve a range of household sizes and income levels, with the goal of providing an equal number of the deed-restricted housing units for affordable (< 80% AMI) and workforce (between 80% – 150% AMI) income families • When apartments and for sale units are provided within a development, there are also an equal number of deed-restricted (minimum fifty years) affordable and workforce eligible rental and for sale units • Units of affordable housing as part of the development or off-site • Rental assistance or home-ownership support • Housing for special populations (e.g., seniors, veterans, low-income families)	Full credit awarded for quantitative commitments (units, affordability level, long-term affordability) and viability (funding, monitoring, enforcement). Partial credit awarded for quantitative commitments that are less than the minimum listed.
III. Enhancement of Infrastructure, Public Service, Safety, and Sustainability	• Dedicate at least 5% of the total site area to the City for facilities such as schools, childcare, fire/rescue stations, community centers, etc. that align with adopted public facility/school plans and level of service standards • Construction, improvement, or financial contributions for public infrastructure, in addition to the infrastructure required to serve the development, such as roads, utilities, or stormwater facilities valued at a minimum of 1% of the principal amount of the special assessment financing or the infrastructure costs of the district if no financing is issued • Streetscape improvements, public art, lighting, safety initiatives	Full credit awarded for robust design commitments and enhancements to public access, maintenance, and interconnection within the City's broader and future network. Partial credit awarded for commitments that have limited impact or moderately advance public access, maintenance, and interconnection within

City Priorities	Sample Commitments	Credit Criteria
	• Universal design / accessibility for people with disabilities • Connectivity to transit, walking and biking • Creation and integration of public art into many required open spaces, or the equivalent in other permitted locations within the development • For developments not designed under the Envision Franklin Village Green or Neighborhood Green Design Concepts, provide at least 20% additional <u>public</u> open space than required by the city's development regulations • Include connected greenway trails that link to the regional or citywide trail network, with a minimum length of 1,000 linear feet per 50 acres developed • Underground all public utilities located on all public roads located adjacent to the development (off-site) • Design certified energy efficient homes and buildings (i.e. Energy Star, LEED, NGBS, etc.), native landscaping, water conservation measures, etc.	the City's broader and future network.
IV. Redevelopment	• District area includes property with an existing site layout and architecture that does not meet the City's current regulations, and such property will be improved due to the development • District area includes property in which more than 50% of buildings are over 40 years old and such property will be improved due to the development • At least 20% of parcels within the district area have a building-to-land value ratio below 0.3 (a low ratio suggests the land holds more value than the building and the land is underutilized) and such ratio will be improved due to the development • District area includes a predominance of surface parking lots, and the development incorporates a mixture of other commercial and residential uses	Full credit awarded when the district includes at least 20% of its area within a census tract or block group (subdivision) and one (1) or more redevelopment commitments are also present.

City Priorities	Sample Commitments	Credit Criteria
	into a parking structure that will increase value, revenue potential and create a more vibrant, walkable neighborhood	

DRAFT

EXHIBIT E

Transparency and Disclosure Requirements

1. Full Disclosure of District Obligations and Assessments

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

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

2. Infrastructure and Service Commitments

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

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

3. Public Access to Documents and Records

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

- Governing documents (e.g., district formation documents, resolutions);
- District-related budgets, audits, meeting agendas, and minutes;
- Infrastructure plans, service agreements, and debt disclosures.

4. Ongoing Disclosure Requirements for Resales

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



Policies and Procedures Relating to the Consideration of Petitions for the Creation of Real Estate Infrastructure Development Districts November 25, 2025

Betsy Knotts
Bass, Berry & Sims PLC
21 Platform Way South, Suite 3500
Nashville, TN 37203
615-742-7878
Betsy.Knotts@bassberry.com

Commencement of Petition Process

❖ Developer Submit Notice of Intent and Draft Petition for Review

Submit hard copies to:

- City Administrator's Office

Submit electronic copies to:

- City Recorder, recorder@franklintn.gov

❖ Include the following:

- ▶ Final City-approved development plan and/or substantially final site plan
- ▶ List of infrastructure expected to be funded
- ▶ Third-party estimates of infrastructure costs
- ▶ Proposed assessment methodology and rate of assessment

❖ **Note:** Developer *should not submit* the Notice of Intent until all the above items are available.

NOTICE OF
REAL ESTATE IN
THE REAL

The undersigned develop
petition for creation of a
Infrastructure Developme
Annotated. Submitted w

I. Developer Information

1. Name of Developer: _____

2. State of Organization (

3. Contact Person: _____

Phone Number: _____

E-Mail Address: _____

4. Website of Developer (

5. Type of Business Entity

6. Development Team

Please list the business
following members of
so indicate):

Infrastructure Contract

10. Indicate maxin

11. Has any other
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If yes, describe

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V. Repre

(a) The undersigned Developer hereby agrees that the Developer shall meet with representatives of the City, upon request, to answer any questions that may arise in connection with the City's review of this Notice of Intent and related draft petition and that the Developer shall provide to the City, upon request, any supplemental information requested in connection with the City's review of this Notice of Intent and related petition.

(b) The Developer shall pay all reasonable expenses incurred by the City, the Industrial Development Board and the Authority in connection with the consideration of any petition for the creation of an infrastructure development district and/or the financing of infrastructure relating to such district, including reasonable fees of counsel to the City, the Authority and the Industrial Development Board.

(c) The Developer shall indemnify and hold harmless the City, its employees, officers, commissioners, attorneys and consultants against all losses, costs, damages, expenses (including reasonable attorney's fees), and liabilities of any nature directly or indirectly resulting from, arising out of or relating to the acceptance, consideration, approval or disapproval of a petition by Developer.

Developer: _____

Signed: _____ Date: _____, 20

Title of Person Signing (if Developer is an entity): _____

[Developer Entity] (the boundaries of the infrastructure Mayor and Aldermen of the development district in the Tennessee Code Annotated Sec

2. The boundaries of Attachment 1 attached hereto. 7

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Annotated Title 7, Chapter 84; a

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3. A list of each p
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Attachment 2.

4. A final, City-a development for the District is a

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Attorneys' fees	100
other costs	100

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of stock at the time a

¹ Use ² Use this land

by the City to provide notice of the public hearing related to this petition required by the Act; and (b) upon the levy of an Assessment as contemplated herein, all legal, financial advisory and other third-party administrative costs incurred by the City in connection with the implementation of the terms hereof.

Respectfully submitted by the petitioners as of this _____ day of _____, 202_____.

DEVELOPER:

[Developer Name]

By: _____

Name: _____

Title: _____

OWNERS:



10.

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11.
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the Act. The

² Use this land

Filing of Petition

❖ File hard copies with:

- ▶ City Administrator's Office

❖ File electronic copies with:

- ▶ City Recorder, recorder@franklintn.gov

❖ Next Steps:

- ▶ Advertise public hearing at least 14 days prior to hearing
- ▶ Public hearing to be held between 30 and 45 days from submission of the petition without the necessity of a special-called meeting
- ▶ Developer to notify all residents within the proposed district by mail using the addresses as shown in the records of the Williamson County Assessor or Trustee for providing tax notices and provide evidence of such mailing to City staff prior to the date of the public hearing

❖ Legal Reference: Tenn. Code Ann. § 7-84-812(b)

Notice of hearing must be mailed to all real property owners within the proposed district.

Public Hearing and Consideration of Resolution

❖ Possible Actions of Board of Mayor and Aldermen:

- ▶ Approve the Petition
- ▶ Approve the Petition with Amendments
- ▶ Deny Approval of the Petition

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Notice of Creation of District

❖ **Developer to File Notice with:**

Williamson County Register of Deeds

❖ **Creation Timeline Constraints:**

- ▶ Maximum of 60 days from submission of Notice of Intent and draft petition for City staff and developer to agree on the final petition to file with the Board of Mayor and Aldermen
- ▶ 30-45 days between the formal filing of the finalized petition and the required public hearing on the petition
- ▶ Developer has 60 days from approval by the Board of Mayor and Aldermen to file notice of creation with the Williamson County Register of Deeds

General Policies relating to Infrastructure Development Districts

❖ **Financings**

- ▶ Issuer - public building authority or other similarly authorized entity on-behalf of the City as approved by the Board of Mayor and Aldermen
- ▶ Maximum term of 30 years pursuant to Tenn. Code Ann. § 7-84-815(d)
- ▶ Specific terms of each debt issuance will be negotiated by the financing team (i.e. issuer, underwriter, bond counsel, financial advisor, developer, trustee and program administrator)
- ▶ 3:1 Value-to-lien Ratio is strongly preferred over the minimum 2:1 required by state law

❖ **Municipal Benefits Guidelines**

- ▶ Only those benefits which qualify as authorized costs in compliance with Tenn. Code Ann. §§ 7-84-802 and 7-84-817(c) may be funded with special assessment revenues, and any other municipal benefits agreed to must be paid for or financed by the developer from private funds.
- ▶ Priority areas are as follows: (i) Extraordinary Benefits and Quality Development; (ii) Attainable Housing/Housing Stability; (iii) Enhancement of Infrastructure, Public Service, Safety and Sustainability; and (iv) Redevelopment.
- ▶ To qualify for a positive City staff recommendation with respect to the petition, the developer must include commitments in two of the City's priority areas and justify a full credit award in at least one of the two areas.

City Priorities	
I. Extraordinary Benefits and Quality Development	• • •
	• •

City Priorities	Sample Commitments
II. Attainable Housing / Housing Stability	• At least 10% of the total units must be restricted (minimum income earning between 50% and 80% of Area Median Income (AMI), as determined by the Department of Housing and Community Development) • Development includes a mix of housing types supported by Envision, including townhomes, and single-family units of household sizes and densities of providing an equivalent number of housing units for affordable workforce (between 100 and 200 units) • When apartments are included within a development, the number of deed-restricted affordable and workforce units must be at least 10% • Units of affordable housing must be located on-site or off-site • Rental assistance or other financial support • Housing for special populations, including veterans, low-income
III. Enhancement of Infrastructure, Public Service, Safety, and Sustainability	• Dedicate at least 5% of the total development for facilities such as public spaces, stations, community centers, and adopted public facility service standards • Construction, improvement, or maintenance contributions for public infrastructure redevelopment, such as streets, transit, and facilities valued at a minimum of 10% of the specific infrastructure costs of the development

City Priorities	Sample Commitments	Credit Criteria
	• Streetscape improvements, public art, lighting, safety initiatives • Universal design / accessibility for people with disabilities • Connectivity to transit, walking and biking • Creation and integration of public art into many required open spaces, or the equivalent in other permitted locations within the development • For developments not designed under the Envision Franklin Village Green or Neighborhood Green Design Concepts, provide at least 20% additional public open space than required by the city's development regulations • Include connected greenway trails that link to the regional or citywide trail network, with a minimum length of 1,000 linear feet per 50 acres developed • Underground all public utilities located on all public roads located adjacent to the development (off-site) • Design certified energy efficient homes and buildings (i.e. Energy Star, LEED, NGBS, etc.), native landscaping, water conservation measures, etc.	the City's broader and future network.
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General Policies relating to Infrastructure Development Districts

◆ Transparency Requirements

- ▶ The four general requirements are: (i) Full Disclosure of District Obligations and Assessments; (ii) Infrastructure and Service Commitments; (iii) Public Access to Documents and Records; and (iv) Ongoing Disclosure Requirements for Resales.
- ▶ The developer, subsequent seller and any special assessment administrator shall coordinate with regulatory agencies, title companies, and homeowner associations to ensure proper disclosure practices are followed.
- ▶ Such disclosure requirements will be included in the district development agreement or other similar agreements and monitored by City staff to ensure disclosure compliance is achieved.

◆ Community Input

- ▶ Developers will be required at one community meeting, (i.e. neighborhood meeting), to give the public the opportunity to ask questions about the development and be provided information about the proposed special assessments to be levied in the district.

◆ Reporting

- ▶ City staff will provide annual reports to the Board of Mayor and Aldermen on each district and on the progress of construction of infrastructure in the district.
- ▶ The developer will be required in the district development agreement to cooperate with such annual reports and to also provide periodic reports to Board of Mayor and Aldermen until all such infrastructure is completed.

General Policies relating to Infrastructure Development Districts

❖ **Special Assessment Billing**

- ▶ Prior to approval of the creation of any district, the City will verify that a lawful agreement directing the billing, collection, and enforcement of the payment of special assessments has been authorized and entered into with the Williamson County Trustee.
- ▶ All district special assessment rolls must be sent to the County Trustee in a timely manner to be included on annual property tax bills.

❖ **Amend and Waive Policies; Special Circumstances**

- ▶ The policies may be amended or waived, in whole or in part, at any time by a duly adopted resolution of Board of Mayor and Aldermen.
- ▶ The Board of Mayor and Aldermen may consider any special circumstances or conditions in determining whether to approve any petition.

❖ **Administrative Fees; Other Expenses**

- ▶ Five percent (5%) of all special assessments collected by the County Trustee on behalf of the City shall be applied to pay the administrative costs of the City and other involved governmental entities in connection with imposing and collecting the special assessments in the district and undertaking any financing payable from such special assessments.
- ▶ In connection with the consideration of any petition and/or financing, the developer will also pay all reasonable expenses incurred by the City and other involved governmental entities to third parties.



Next Steps:

1. City Resolution Approving the IDD Policies
2. Amend City-County Interlocal Agreement Related to Tax Billing and Collections to Include Special Assessment Provisions
3. City Resolution Approving Public Building Authority as Issuer of Special Assessment Financings



File #: 21-01269

DATE: 11/25/2025
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Angie Skarp, City Recorder
Cayce Anderson, Senior Deputy City Recorder

SUBJECT:

Proposed 2026 Calendar Of Board Of Mayor And Aldermen And Committee Meetings

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) regarding the schedule of Board and Committee meetings for 2026.

BACKGROUND/STAFF COMMENTS:

Each year the Board establishes dates and times for their meetings in the coming year. The proposed calendar for committee meetings in 2026 may change. This is dependent upon the committee's review. Reviewing the proposed 2026 calendar at this time will allow staff transition time for new meeting locations as a new City Hall is being constructed.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends acknowledgment of the proposed 2026 Calendar of Board of Mayor and Aldermen and committee meetings.

January 2026

Sun	Mo	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

Sun	Mo	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

Sun	Mo	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

Sun	Mo	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026

Sun	Mo	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

June 2026

Sun	Mo	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026

Sun	Mo	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

September 2026

Sun	Mo	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026

Sun	Mo	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2026

Sun	Mo	Tue	Wed	Th	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026

Sun	Mo	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

 Finance
  CIC
  BOMA
  Holiday

REVISED 10-30-25