



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, March 10, 2026

6:00 PM

**Williamson County
Auditorium**

MEETING LOCATION

Williamson County Auditorium
1320 West Main Street

CALL TO ORDER

CITIZEN COMMENTS

Comments on agenda items may be made in person or by emailing recorder@franklinton.gov before noon on the day of the meeting. Comments will be submitted for the record.

WORK SESSION DISCUSSION ITEMS

1. Consideration Of Event Permit For Pumpkinfest Sponsored By The Heritage Foundation In Downtown Franklin On October 24-25, 2026

Sponsors: Milissa Reiersen, Monique McCullough

2. Consideration Of Event Permit For Dickens Of A Christmas Sponsored By The Heritage Foundation In Downtown Franklin On December 12-13, 2026

Sponsors: Milissa Reiersen, Monique McCullough

3. Annual Franklin Housing Commission Update

Sponsors: Tom Marsh, Kathleen Sauseda

4. Consideration of Resolution 2026-04, A Resolution Authorizing The Execution Of COF Contract No. 2026-0077 With Walker Consultants For The Central Franklin Parking Study
WS 2/25/25

Sponsors: Kelly Dannenfelser, Emily Wright, Andrew Orr

5. Consideration Of Resolution 2026-07, A Resolution To Revise The Design Concept For The Intersection Upgrade Project At Liberty Pike And Mallory Lane/North Royal Oaks Boulevard
WS 10/14/25

Sponsors: Paul Holzen, Jonathan Marston, William Banks

6. Consideration Of COF Contract No. 2026-0079, With Westhaven Owner, L.P. For Reimbursement Agreement For Boyd Mill Pike Development Project
WS 1/13/26

Sponsors: Paul Holzen, Jimmy Wiseman

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 #: 26-0179

DATE: 3/10/2026
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Chief Communications Officer
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Event Permit For Pumpkinfest Sponsored By The Heritage Foundation In
Downtown Franklin On October 24-25, 2026

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen concerning recommendations for the annual Pumpkinfest event in Downtown Franklin.

BACKGROUND/STAFF COMMENTS:

The Heritage Foundation of Williamson County is requesting the Board of Mayor and Aldermen's approval for the transition of Pumpkinfest to a two-day format. Pumpkinfest draws approximately 135,000 attendees in a single day, creating congestion and public safety challenges within Franklin's historic downtown. A two-day model would distribute attendance more evenly, improving mobility, emergency access, guest experience, and ease peak transit and parking demands while preserving the festival's character and economic impact.

The Special Events Advisory Team agrees with the proposed transition to a two-day festival and believes the model offers meaningful benefits from both a public safety and operational perspective. While extended staffing across two days will require coordination, staff is confident that adequate resources can be secured to support safety, operations, and service levels throughout the event.

FINANCIAL IMPACT:

The City partners with the Heritage foundation on this event in providing overtime costs for City Staff. The Heritage Foundation pays for police officers for the event.

RECOMMENDATION:

Staff recommends approval of the event and its proposed two-day format with the following conditions:

- Applicant understands that with the construction of the new City Hall, Third Ave South will not be available.
- Applicant will meet with staff for a walk-through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing the location of tents, vendors, Kid Zone activities, etc. prior to event.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City of Franklin, its officers, officials, employees, and volunteers as additional insured in amounts and limits approved by the City's Risk Manager.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

Streets Department:

- "No Parking after 3 p.m." signs will be placed along Main Street on Friday morning.
- Quadrants around the Square will be blocked on Friday, October 23rd.
- Main Street will close to traffic at 8 p.m. on Friday, October 23rd.
- "No parking" signs placed along Fourth Avenue South on Saturday, October 24th.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.
- Applicant has requested amplification on stages in the permitted area. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Billing and Licensing:

- Applicant will provide a complete list of vendors with contact info and booth number to the City prior to the event.
- Permits from the Beer Board must be obtained for all locations on the street where beer will be served.
- Permit may be required from Tennessee Alcoholic Beverage Commission.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at Third Ave N and NW Quad of Square

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors.
- After stage setup is complete, the stage manager/crew chief shall be prepared to meet with Franklin fire and building inspectors to ensure the stage has been properly setup and all safety measures are in place.

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:** PumpkinFest
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed):*
Main Street from 1st to 5th Ave 3rd N from Bridge to Public Square 2nd Ave from Parking Garage to Exit on 2nd N 4th Ave from Parking Garage to Alley
3. **Date or dates of event:** 10/24/2026, 10/25/2026
4. **Start/End Times of Event:**
Saturday 10a-6p
Sunday 11a-5p

What date/time will set-up begin? 10/23/2026 8:00 AM

What date/time will tear-down be complete? 10/25/2026 8:00 PM

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

5. **Time of Street Closure** *(if applicable):*

Entire quad - 5am

No Parking Signs go up - 3p

All Streets close - 8pm

6. **An estimated number expected to attend during the course of the event:**

Spectators/Attendees: 115,000

Event Staff/Volunteers:80

Total:115,080

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**

Ian Hunt
Heritage Foundation
Po Box 723
Franklin, TN 37065
P:6155122552

ihunt@williamsonheritage.org

Person in charge on day of event: Jayme Smith

Cell: 615-390-5325

E-mail address: jsmith@williamsonheritage.org

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

Name: Ian Hunt

Cell: 615-415-1600

E-mail address: ihunt@williamsonheritage.org

Name: Tyrus Sturgis

Cell: 310-560-3379

E-mail address: tsturgis@williamsonheritage.org

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

The Heritage Foundation of Williamson Countys 41st Annual PumpkinFest is Middle Tennessees largest family Fall festival that returns on Saturday, October 24, 2026. With more than 115,000 people in attendance in 2025, the festival stretches along Main Street and its side avenues in downtown Franklin and offers tons of festive fun for people of all ages!

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: [Main Street Fest_COF Map_11x17 04.05.2022 \(11\).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: [HF Staff Contact Sheet.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?** Yes
IRS tax exemption letter: [2023 Sales Tax Exemption USE THIS ONE TIL 2027 \(2\).pdf](#)
14. **Will you charge an admission fee?** No
Average admission fee:
15. **Will you charge a vendor participation fee?** Yes
Average vendor participaion fee? \$450
16. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
17. **Will any charity, gratuity, or offers be solicited or accepted during the event?** No
18. **Is this event a fundraiser?** Yes
What organization will be the benefactor of event? Heritage Foundation of Williamson County
What percentage of funds will they receive? 100

19. **Will parking in the area of the event need to be restricted or prohibited?** Yes

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

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

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

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

Insurance Certificate:

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

Full list not accessible at this time

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 \(1\).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?** Yes

If yes, please list exact locations:

3rd N for food vendors

NW quad of Public Square

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: [Pumpkinfest Good Neighbor Letter 2026.pdf](#)

Good Neighbor Letter Mailing List: [Dickens_CoF RESIDENT_Mailing List \(1\).xlsx](#)



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: Jan Hunt Date: 1-15-2026
(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: PumpkinFest

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.

Event Name: PumpkinFest

Signature: _____



FORM D

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: Ian Hunt - Heritage Foundation

Event Name: PumpkinFest

Event Date(s): 10/24/2026, 10/25/2026

1. **Time amplification equipment will be used:** From: 10:00 AM To: 5:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:
Main Stage - SW quad
Acoustic Stages - 2nd and Main; 4th and Main

Sound Amplification Map: [Main Street Fest_COF Map_11x17 04.05.2022 \(11\).pdf](#)

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

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

Name: Ian Hunt	Cell: 615-415-1600	E-Mail: ihunt@williamsonheritage.org
Name: Jayme Smith	Cell: 615-390-5325	E-Mail: jsmith@williamsonheritage.org

Authorized Signature: Ian Hunt

Date: 01/15/2026

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.



PUMPKINFEST

HERITAGE FOUNDATION OF WILLIAMSON COUNTY, TN

Hosted by Downtown Franklin Association



ROAD CLOSURE

ROAD CLOSURE

ROAD CLOSURE

ROAD CLOSURE

ROAD CLOSURE

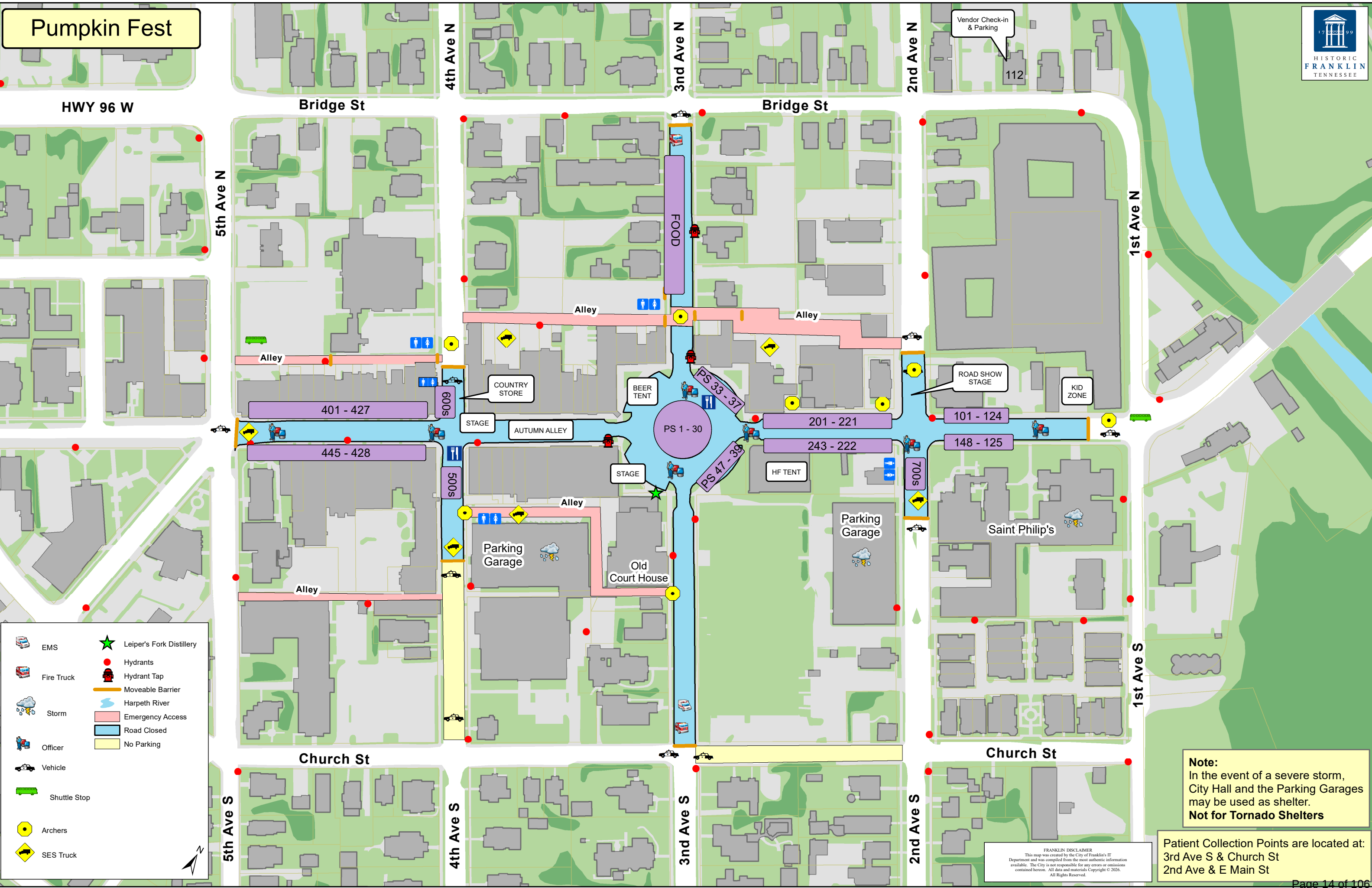
ROAD CLOSURE

ROAD CLOSURE

ROAD CLOSURE

STAGE LOCATIONS

Pumpkin Fest



EMS

Fire Truck

Storm

Officer

Vehicle

Shuttle Stop

Archers

SES Truck

Leiper's Fork Distillery

Hydrants

Hydrant Tap

Moveable Barrier

Harpeth River

Emergency Access

Road Closed

No Parking

Note:
In the event of a severe storm,
City Hall and the Parking Garages
may be used as shelter.
Not for Tornado Shelters

Patient Collection Points are located at:
3rd Ave S & Church St
2nd Ave & E Main St

FRANKLIN DISCLAIMER
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Department and was compiled from the most authentic information
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February 10, 2026

To: Special Events Advisory Team

From: Heritage Foundation of Williamson County

PumpkinFest: Proposing a Two-Day Festival Model

Purpose of This Proposal

This document provides a high-level, public-facing overview of a potential two-day format for PumpkinFest. It is intended for inclusion in materials shared with the City of Franklin Board of Mayor and Aldermen as part of a request for approval and alignment.

The goal of this proposal is to clearly explain *why* the Heritage Foundation is evaluating a two-day model, *how* it would improve the community experience and public safety, and *what* the implications are for the City, partners, and festival guests.

Background & Rationale for a Two Day Model

PumpkinFest has grown steadily over time and is now one of Franklin's most highly attended community events. Recent attendance levels indicate that the festival has reached a scale where its current one-day format creates significant congestion within a fixed downtown footprint.

Unlike events that can expand geographically, PumpkinFest is constrained by historic streets, sidewalks, and access points. As attendance increases, those constraints translate directly into higher crowd density, longer wait times, and more difficult navigation for guests, vendors, and emergency services.

In response to this growth, the Heritage Foundation is evaluating a two-day PumpkinFest model as a proactive way to preserve the character, accessibility, and safety of the event while continuing to welcome a large regional audience.

Key drivers for this consideration include:

- **Crowd distribution:** Spreading total attendance across two days would significantly reduce peak congestion at any given time.
- **Public safety:** Lower per-day attendance improves overall mobility within the festival footprint and supports efficient emergency response.

- **Guest experience:** Reduced density allows guests to more comfortably browse vendors, enjoy activities, and navigate downtown.
- **Transit and parking flow:** A two-day model helps reduce extreme peak demand on shuttles, pedestrian routes, and parking systems.

This approach mirrors strategies already used successfully by other large-scale Franklin events to balance attendance with community impact.

Attendance Context

Recent PumpkinFest attendance (135,000 in 2025) has reached levels that exceed the daily attendance of comparable downtown festivals when measured on a per-day basis. Hosting this volume in a single day places considerable strain on streets, sidewalks, shuttle systems, and public services.

A two-day model would maintain the festival’s overall scale and economic impact while distributing attendance more evenly across the weekend.

Community and Guest Experience

Feedback from attendees consistently emphasizes enthusiasm for PumpkinFest alongside concerns related to overcrowding, limited mobility, and long wait times. Common themes include:

- Difficulty moving through the festival footprint
- Challenges for families with strollers and guests with mobility needs
- Reduced ability to engage with vendors and activities
- Extended shuttle and transit wait periods during peak hours

By lowering daily crowd density, a two-day format supports a more welcoming, accessible, and enjoyable experience for residents and visitors alike.

Vendor and Partner Considerations

PumpkinFest is an important event for local and regional vendors. A two-day format provides:

- More consistent guest flow across operating hours
- Improved opportunities for customer engagement
- Greater resilience in the event of weather disruptions

From a partnership perspective, a two-day model also supports clearer staffing schedules, steadier transit demand, and improved coordination across departments and service providers.

Financial Overview

From a high-level perspective, the difference between a one-day and two-day PumpkinFest is negligible when viewed in the context of the festival's overall scale since a two-day event requires additional staffing and operational resources.

The Heritage Foundation's evaluation focuses on long-term sustainability rather than short-term variance, with an emphasis on delivering a safe, high-quality community event.

Weather Resilience

Weather variability is an unavoidable factor in outdoor events. A two-day format provides flexibility by allowing attendance, vendor sales, and guest participation to recover across multiple days if conditions affect part of the weekend.

This approach supports vendors, sponsors, and guests while maintaining consistent expectations for public safety and operations.

Strategic Perspective

The consideration of a two-day PumpkinFest reflects responsible planning in response to growth. The question is not whether PumpkinFest remains successful—it clearly does—but how best to steward that success in a way that aligns with community standards, safety expectations, and the City's long-term interests.

A two-day model represents a measured, proactive option that allows the festival to continue thriving while adapting to its scale.

Conclusion

The Heritage Foundation of Williamson County respectfully seeks alignment with the City of Franklin on the potential transition of PumpkinFest to a two-day format. This model offers meaningful benefits in crowd distribution, guest experience, operational flow, and public safety while preserving the spirit and economic value of the event.

We look forward to continued collaboration with the City to ensure PumpkinFest remains a cherished, well-managed community tradition.



Work with the City of Franklin to coordinate the clean-up for all festivals including:

1. Clear communication to Sanitation Department
2. Clear communication and access to grease bins for food vendors
3. Clear communication to all other vendors

We will work to meet the needs and requirements set forth by the City of Franklin in the special planning sessions both before and after event application approval.

Thanks,

Jayme Smith
Director of Event Management
The Heritage Foundation of Williamson County
jsmith@williamsonheritage.org

Open Issues: 7

FIRE--Special Event

General Issues

2. Food Trucks

kristie.thompson@franklin.tn.gov Food trucks must meet the following requirements:

1. Food trucks are spaced 10-feet apart
2. Food trucks with cooking operations require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
3. Food trucks with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
4. Food trucks using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
5. Food trucks using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.
6. Only listed safety cans are used to dispense gasoline or other flammable liquids.
7. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service
8. Food trucks with cooking operations that produce grease-laden vapors must have a Type 1 hood with a fire suppression system. The suppression system must have a current inspection tag issued by a licensed fire equipment distributor. **Not enforced at this time.**
9. Food trucks using propane must have an approved propane gas detector. **Not enforced at this time**

3. Mobile Food Vendor / Food Truck Video

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

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

4. Mobile Food Vendors

kristie.thompson@franklin.tn.gov Mobile food vendors must meet the following requirements:

1. Mobile food vendors with cooking operations require a minimum 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
2. Mobile food vendors with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
3. Mobile food vendors using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
4. Mobile food vendors using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.
5. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service.
6. Mobile food trucks must be spaced a minimum of 10-feet apart.

5. Stages

kristie.thompson@franklin.tn.gov Stages and sound booths require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.

After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

6. Tents

Tents must meet the following requirements.

1. A site diagram showing where the tent will be on site and clearly showing fire department access routes is required. The site diagram shall also show the location of all generators and heating and cooking equipment.
2. Provide floor plan of the tent showing the layout of all furniture and fixtures and all exits.
3. Tents are located no closer than 20-feet to a building or other tent (zoning requirement; exceptions apply)
4. Tents must be properly anchored. Tents 20-feet by 20-feet and larger must be anchored in accordance with manufacturer's instructions. Staking is preferred. If staking is not possible, concrete blocks are required. Water barrels are not permitted. As a general rule-of-thumb, tents must have 5-pound to 10-pounds of anchoring per SF of tent. One 36-inch stake, properly installed, provides 800-pounds anchoring.
5. Tents 20-feet by 20-feet and larger must have at least one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
6. Tents 20-feet by 20-feet and larger must have a label or certificate showing that the tent fabric meets flammability standards.
7. Tents with sides are treated as buildings and must meet all the fire and life safety code requirements for buildings including exit signs, emergency lights, and adequate means of egress.
8. **Pop-up vendor tents (nominal 10-feet x 10-feet) must have a minimum of 40-pounds per each tent leg (a 10x10 must have 160 lbs minimum)**
9. Pop-up tents using open flames, such as, candles, portable heaters, torches, must have one ABC fire extinguisher that is fully charged.
10. Where tents will be in use for more than three days, event sponsors must submit plans to the fire department for review and approval. Plans must contain the following:
 - a. Manufacturer's staking diagram
 - b. Manufacturer's wind restrictions

7. Vendor Tent Video

The fire department has a short video explaining fire department requirements for vendors using pop-up tents. Note: This video applies only to small pop-up style tents. This video does not cover larger tents.

Please include this link to the video in your vendor information packet.

<https://www.youtube.com/watch?v=3NwA3Uo3Jng&list=PLDC8BB691331C242B&index=2>

Sanitation and Environmental Services

General Issues

1. Solid Waste Service

bobby.sullivan@franklinn.gov SES will provide the following for the event

- 8-10 staff members
- 2-3 rear load refuse trucks
- 2 automated side loaders for road closures
- 30-45 rollout containers
- 5 recycling bins for use around public square

Staff Conditions:

Staff recommends approval of the event and its proposed two-day format with the following conditions:

- Applicant understands that with the construction of the new City Hall, Third Ave South will not be available.
- Applicant will 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, Kid Zone activities, etc. prior to event.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City of Franklin, its officers, officials, employees, and volunteers as additional insured in amounts and limits approved by the City's Risk Manager.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

Streets Department:

- "No Parking after 3 p.m." signs will be placed along Main Street on Friday morning.
- Quadrants around the Square will be blocked on Friday, October 23rd.
- Main Street will close to traffic at 8 p.m. on Friday, October 23rd.
- "No parking" signs placed along Fourth Avenue South on Saturday, October 24th.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.
- Applicant has requested amplification on stages in the permitted area. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Billing and Licensing:

- Applicant will provide a complete list of vendors with contact info and booth number to the City prior to the event.
- Permits from the Beer Board must be obtained for all locations on the street where beer will be served.
- Permit may be required from Tennessee Alcoholic Beverage Commission.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at: Third Ave N and NW Quad of Square

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors.
- After stage setup is complete, the stage manager/crew chief shall be prepared to meet with Franklin fire and building inspectors to ensure the stage has been properly setup and all safety measures are in place.



File #: 26-0180

DATE: 3/10/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Chief Communications Officer
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Event Permit For Dickens Of A Christmas Sponsored By The Heritage Foundation In Downtown Franklin On December 12-13, 2026

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen concerning recommendations for the annual Dickens of a Christmas event in Downtown Franklin.

BACKGROUND/STAFF COMMENTS:

The Heritage Foundation has requested a special event permit for their annual Dickens of a Christmas on December 12 - 13, 2026. The event includes:

- Arts & Crafts booths located down Main Street
- "Victorian Village" - an open area on Main Street with activities such as "Vignettes of a Christmas Carol", old-fashioned crafters (quilters, wood workers, etc.), and performances
- Food Trucks located on 3rd Avenue North
- Main Stage on the Square by City Hall

Set-up for the event begins on Friday, December 11th. Event hours are 10 a.m. – 6 p.m. on Saturday and 11 a.m. – 5 p.m. on Sunday. Applicant estimates attendance at 115,000.

FINANCIAL IMPACT:

The City partners with the Heritage foundation on this event in providing for overtime costs for City Staff. The Heritage Foundation pays for police officers for the event.

RECOMMENDATION:

Staff recommends approval with the following conditions:

- Applicant understands that with the construction of the new City Hall, Third Ave South will not be available.
- Applicant will meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. prior to event.
- Applicant will provide at least one portable restroom trailer to be available for attendees. City will provide water and electricity for the trailer.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City of Franklin, its officers, officials, employees, and volunteers as additional insured in amounts and limits approved by the City's Risk Manager.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

Streets Department:

- "No Parking after 3 p.m." signs will be placed along Main Street on Friday morning.
- "No parking" signs placed along Church Street on Friday morning.
- Quadrants around the Square will be blocked on Friday morning.
- Main Street will close to traffic at 8 p.m. on Friday, December 11th.
- "No parking" signs placed along Fourth Avenue South on Saturday. This area will be used for City vehicles only.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.
- Applicant has requested amplification on stages in the permitted area. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Billing and Licensing:

- Applicant will provide a complete list of vendors with contact info and booth number to the City prior to the event.
- Permits from the Beer Board must be obtained for all locations on the street where beer will be served.

- Permit may be required from Tennessee Alcoholic Beverage Commission.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at: Third Ave N and NW Quad of Square

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors.
- After stage setup is complete, the stage manager/crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

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:** Dickens of a Christmas
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed):*
Main Street from 1st to 5th Ave
3rd N from Bridge to Public Square
2nd Ave from Parking Garage to Exit on 2nd N
4th Ave from Parking Garage to Alley
3. **Date or dates of event:** 12/12/2026, 12/13/2026
4. **Start/End Times of Event:**
Saturday 10a-6p
Sunday 11a-5p

What date/time will set-up begin? 12/11/2026 8:00 AM

What date/time will tear-down be complete? 12/13/2026 7:00 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):*
Entire quad - 5am
No Parking Street Signs - 3p
All streets close - 8p
6. **An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 115,000 Event Staff/Volunteers:80 Total:115,080

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**

Ian Hunt
Heritage Foundation
Po Box 723
Franklin, TN 37065
P:6155122552

ihunt@williamsonheritage.org

Person in charge on day of event: Jayme Smith

Cell: 615-390-5325

E-mail address: jsmith@williamsonheritage.org

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

Name: Ian Hunt

Cell: 615-415-1600

E-mail address: ihunt@williamsonheritage.org

Name: Tyrus Sturgis

Cell: 310-560-3379

E-mail address: tsturgis@williamsonheritage.org

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

In 2025, Dickens of a Christmas attracted 120,000 people. This festival recreates the time of Charles Dickens using historic downtown Franklins charming architecture as the backdrop. A variety of musicians, dancers and Dickens characters will fill the streets. Expect to see and interact with the nefarious Fagin from Oliver Twist; Jacob Marley, Ebenezer Scrooge, Tiny Tim and the rest of the Cratchit family from A Christmas Carol; and of course, a Victorian Father and Mother Christmas with treats for children. The festival is produced by the Heritage Foundation of Williamson County.

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: [Dickens CoF Map \(1\).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: [HF Staff Contact Sheet.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?** Yes
IRS tax exemption letter: [2023 Sales Tax Exemption USE THIS ONE TIL 2027 \(2\).pdf](#)
14. **Will you charge an admission fee?** No
Average admission fee:
15. **Will you charge a vendor participation fee?** Yes
Average vendor participaion fee? \$450
16. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
17. **Will any charity, gratuity, or offers be solicited or accepted during the event?** No

18. **Is this event a fundraiser?** Yes
What organization will be the benefactor of event? Heritage Foundation of Williamson County
What percentage of funds will they receive? 100

19. **Will parking in the area of the event need to be restricted or prohibited?** Yes

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

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

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

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

Insurance Certificate:

22. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**
Full list not accessible at this time

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 \(1\).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?** Yes

If yes, please list exact locations:

3rd N - Food Vendors

NW quad in Public Square

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: [Dickens Good Neighbor Letter 2026.pdf](#)

Good Neighbor Letter Mailing List: [Dickens_CoF RESIDENT_Mailing List \(1\).xlsx](#)



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: _____

Jan Hunt

Date: 1-15-2026

(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: Dickens of a Christmas

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.

Event: Dickens of a
Name: Christmas

Signature: _____



FORM D

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: Ian Hunt - Heritage Foundation

Event Name: Dickens of a Christmas

Event Date(s): 12/12/2026, 12/13/2026

1. **Time amplification equipment will be used:** From: 10:00 AM To: 5:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:
Main Stage - SW quad
Acoustic Stages - 2nd and Main; 4th and Main

Sound Amplification Map: [Dickens CoF Map \(1\).png](#)

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

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

Name: Ian Hunt	Cell: 615-415-1600	E-Mail: ihunt@williamsonheritage.org
Name: Jayme Smith	Cell: 615-390-5325	E-Mail: jsmith@williamsonheritage.org

Authorized Signature: Ian Hunt

Date: 01/15/2026

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.



Work with the City of Franklin to coordinate the clean-up for all festivals including:

1. Clear communication to Sanitation Department
2. Clear communication and access to grease bins for food vendors
3. Clear communication to all other vendors

We will work to meet the needs and requirements set forth by the City of Franklin in the special planning sessions both before and after event application approval.

Thanks,

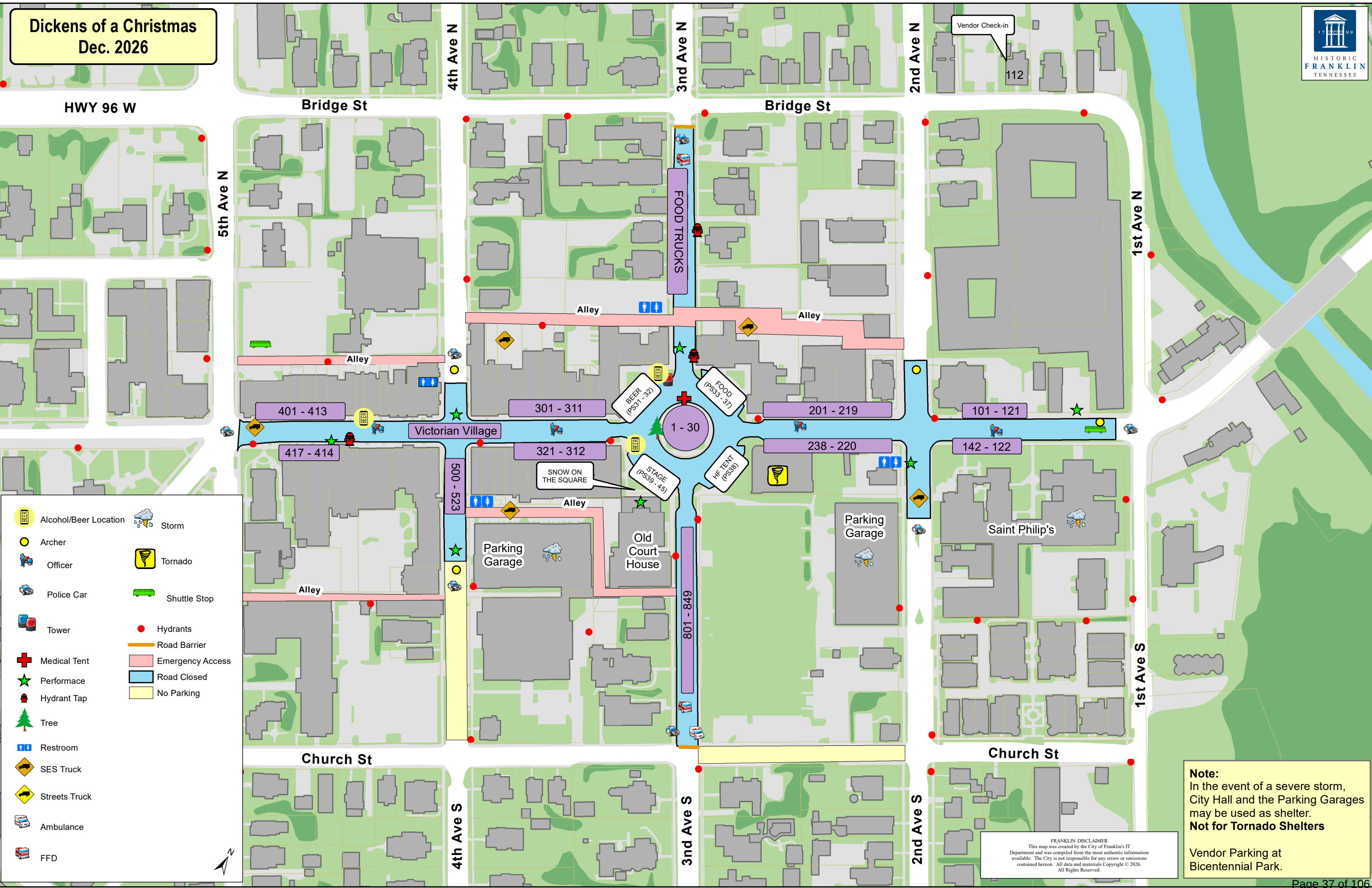
Jayne Smith
Director of Event Management
The Heritage Foundation of Williamson County
jsmith@williamsonheritage.org

OF A



FESTIVAL ACTIVATIONS

Dickens of a Christmas
Dec. 2026



- Alcohol/Beer Location
- Archer
- Officer
- Police Car
- Tower
- Medical Tent
- Performance
- Hydrant Tap
- Tree
- Restroom
- SES Truck
- Streets Truck
- Ambulance
- FFD
- Storm
- Tornado
- Shuttle Stop
- Hydrants
- Road Barrier
- Emergency Access
- Road Closed
- No Parking

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2026. All Rights Reserved.

Note:
In the event of a severe storm,
City Hall and the Parking Garages
may be used as shelter.
Not for Tornado Shelters

Vendor Parking at
Bicentennial Park.

Staff Conditions:

Staff recommends approval with the following conditions:

- Applicant understands that with the construction of the new City Hall, Third Ave South will not be available.
- Applicant will meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. prior to event.
- Applicant will provide at least one portable restroom trailer to be available for attendees. City will provide water and electricity for the trailer.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City of Franklin, its officers, officials, employees, and volunteers as additional insured in amounts and limits approved by the City's Risk Manager.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

Streets Department:

- "No Parking after 3 p.m." signs will be placed along Main Street on Friday morning.
- "No parking" signs placed along Church Street on Friday morning.
- Quadrants around the Square will be blocked on Friday morning.
- Main Street will close to traffic at 8 p.m. on Friday, December 11th.
- "No parking" signs placed along Fourth Avenue South on Saturday. This area will be used for City vehicles only.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.
- Applicant has requested amplification on stages in the permitted area. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Billing and Licensing:

- Applicant will provide a complete list of vendors with contact info and booth number to the City prior to the event.

- Permits from the Beer Board must be obtained for all locations on the street where beer will be served.
- Permit may be required from Tennessee Alcoholic Beverage Commission.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at: Third Ave N and NW Quad of Square

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors.
- After stage setup is complete, the stage manager/crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.



File #: 21-01855

DATE: 3/10/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of Building and Neighborhood Services
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:

Annual Franklin Housing Commission Update

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

The purpose of the Housing Commission is:

- (a) To promote and plan for housing and mixed-income developments that meet city needs.
- (b) To educate the general public, local officials, housing providers, and related entities regarding affordable and workforce housing issues.
- (c) To act as a resource in the development of local housing policies and programming to expand the affordable/workforce housing stock of the city.
- (d) To further housing goals related to HUD programming as outlined in the City of Franklin's Consolidated Plan.
- (e) To establish a strong public/private sector partnership via work with local 501(c)(3) nonprofit and for-profit organizations to establish and implement the housing commission's goals.
- (f) To promote coordination of existing city, county, state, and federal programs and services as related to housing.

In this presentation, staff and Housing Commission members will provide the Board with an update on recent activities and ongoing work and advocacy efforts.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the annual update regarding the work conducted by the Franklin Housing Commission.

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

Housing Commission

March 10, 2026

Kathleen Sauseda, Housing Development Coordinator

Paul Lebovitz, Chair
Alma Mclemore
Elizabeth Wanczak
Jimmy Franks
Bo Patton
Nancy Conway

Kim Randell, Vice Chair
Derwin Jackson
Jeffrey Caruth
Ron Crutcher
Pam Lewis
Alderman Jason Potts

MEMBERS

MEETINGS

First (1st) Thursday
of each month.

Required to meet six
(6) times per year.

CURRENT

- ## Revise Title 21 of Municipal Code

- > Clarify/simplify affordable housing reserve fund and incentive programs.

- > Expect to BOMA in April

Survey of Contractors & Developers

- > Barriers & Incentives?

Study Financing Tool

- > Aim to simplify purchase of established homes

Outlook

A high-functioning community requires a broad spectrum of labor.

A "complete" housing market serves everyone from the barista to the CEO.

Employees are the "floor" that supports local commerce.

- ◆ Continue to provide public and private cooperative environment leading to effective community development with housing programs and initiatives which meet the needs of people within the City of Franklin.
- ◆ Continue to utilize CDBG funds to benefit residents in all areas by need, rather than using geography as the identifier.
- ◆ A resident who lives and works in the community spends their paycheck *in* the community.



Advocate for Modular Construction

Permitted by Zoning Ordinance, but must meet Design Standards

Housing Commission Advocacy

- ▶ Approve Revision of Title 21
- ▶ Zoning Ordinance Revisions
 - ▶ Allow use of required open space for work force housing
 - ▶ Relax regulations for flag lots and ADU's
 - ▶ Encourage more live-work units
- ▶ Tighten property maintenance regulation and enforcement in non-HOA neighborhoods
- ▶ Continue to seek out underutilized properties that can be repurposed to develop income-proportional and entry level housing





Questions?



File #: 26-0123

DATE: 3/10/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kelly Dannenfelser, Asst. Director of Planning
Emily Wright, Director of Planning and Sustainability
Andrew Orr, Long Range Planning Supervisor

SUBJECT:

Consideration of Resolution 2026-04, A Resolution Authorizing The Execution Of COF Contract No. 2026-0077 With Walker Consultants For The Central Franklin Parking Study
WS 2/25/25

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2026-04, a resolution authorizing the execution of COF Contract No. 2026-0077 with Walker Consultants for the Central Franklin Parking Study.

BACKGROUND/STAFF COMMENTS:

Central Franklin is a dynamic place with a blend of commercial, institutional, and residential uses. Parking is an essential part of the infrastructure to support the variety of land uses and special events that occur throughout the year. The City of Franklin allocated funding in the FY 2026 Budget to conduct a comprehensive parking study in Central Franklin. The geographic area of focus will be the historic core of Downtown Franklin, but the broader study area will also include the Factory District, Columbia Avenue, and the West Main Street Corridor. The scope also includes an analysis of large-scale event parking and circulation.

On September 4, 2025, the City released a Request for Qualifications (RFQ) from qualified firms to provide community outreach engagement, policy analysis, and recommendations related to parking in Central Franklin. Three firms submitted responses and the top two firms were interviewed on two separate occasions because the scores were very close. Walker Consultants was selected and will serve as the lead consultant and the Franklin office of STV Inc. will serve as a sub-consultant. The City's selection committee included staff from Building and Neighborhood Services, Engineering, and the Planning and Sustainability Departments.

The attached Professional Services Agreement includes seven project phases that should be completed over the next 18 months. The planning process will result in several project deliverables

including a summary outreach report, an analysis of parking in comparable communities, an interactive scenario evaluation tool, a final report, and digital resources to help the City understand and monitor change over time in the study areas.

Public outreach and engagement will be very important. The staff has emphasized the importance of meeting with project stakeholders and engaging the community and has scoped the formation of a Steering Committee that can help guide the study and provide stakeholder input. The BOMA will review and vote on a resolution at an upcoming meeting authorizing the Steering Committee. The staff is also recommending piloting an online engagement platform called Go Vocal as a way to boost citizen engagement. Go Vocal serves as a city's engagement hub where all projects that are outward-facing can have relevant information, ways to provide feedback, and more information on how to get involved. The staff seeks to pilot this online platform and utilize all of its capabilities for the Central Franklin Parking Study to help boost citizen participation and also to see if this would be a good fit for the organization going forward.

In 2016, the City engaged a consultant team comprised of Volkert Engineering and Walker Consultants to comprehensively review and analyze parking in Downtown Franklin. The purpose of the study was to: (1) review the existing conditions within the parking study area; (2) identify parking challenges and opportunities in the current operation and management of the parking network; and (3) recommend policies that will improve the function of the parking in the study area. The City implemented several recommendations, including real-time parking occupancy sensors and messaging for the 2nd Avenue and 4th Avenue Parking Garages, the adjustment of on-street parking time limits, the creation of a new surface parking lot on 5th Avenue North near Mount Hope Street, and many others. A subsequent parking update that was limited in scope occurred in 2022 related to parking occupancy and duration for on-and off-street parking.

The proposed study seeks to comprehensively evaluate the physical, economic, and regulatory parking conditions in a broader geographic area than previous studies and also consider long-term parking supply and demand, parking policy and zoning requirements, and paid parking. Moreover, the staff is optimistic that this study will yield a framework that staff can use to help manage parking overtime.

Moreover, the City was recently awarded a Safe Streets For All Grant to make safety improvements to the West Main Street Corridor, which is in the study area. If project timelines can align, the Planning staff seeks to partner with the Engineering Department on a comprehensive public outreach effort that also includes parking policy once more information is known about the scope of the Safe Streets for All Grant.

FINANCIAL IMPACT:

The City of Franklin FY 2026 Budget allocates \$125,000 towards the completion of the project from the Hotel/Motel Tax Fund and another \$125,000 from the Planning and Sustainability Department Budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2026-04.

RESOLUTION NO. 2026-04

A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT NO. 2026-0077 WITH WALKER CONSULTANTS FOR THE CENTRAL FRANKLIN PARKING STUDY

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

WHEREAS, the City of Franklin has identified the need for a detailed parking study in the central part of Franklin and to include the analysis of large community events that attract tens of thousands of people in order to improve operations and properly plan for the future; and

WHEREAS, Walker Consultants, in partnership with STV Inc. as a sub-consultant, has been selected through a competitive Request for Qualifications process as the most qualified firm of such services; and

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

WHEREAS, funds have been allocated and are available in the Planning and Sustainability Department Fiscal Year 2025-2026 budget GL Code 110-82560-41700 to cover the costs associated with the contract; and

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

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

Section 1. The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the Mayor to execute COF Contract No. 2026-0077 with Walker Consultants for the provision of the Central Franklin Parking Study as outlined in the attached contract documents, in an amount not to exceed THOUSAND FIFTY AND NO/100 DOLLARS (\$250,000).

Section 2. The City Administrator is further authorized to take any and all necessary actions to implement and administer the terms of the COF Contract No. 2026-0077, including any amendments thereto, provided such amendments do not increase the cost to the City.

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2026-0077**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the **City of Franklin, Tennessee**, hereinafter referenced as City, and **Walker Consultants, Inc.** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with the City’s Central Franklin Parking Study Project hereinafter referenced as Project. The Project is described as follows:

Central Franklin Parking Study

1. SCOPE OF SERVICES. Consultant shall provide engineering-related technical services and/or construction engineering and inspection services, and/or survey services, and/or appraisal services for the Project in accordance with the Scope of Services (“Services”) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in an amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

The Board of Mayor and Aldermen approved this Agreement on the _____ day of _____ 2026.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry.
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all Services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with its own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the Services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs, and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of Services covered hereunder, does not in any way assume, abridge, or abrogate any of those duties, responsibilities, or authorities customarily vested in other professionals or agencies participating in the Project.

- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the Services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the Services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.
- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error, or omission in the performance of the Services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.
- 3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this Agreement.
- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services; (b) the failure of any contractor, subcontractor, consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **TERMINATION FOR CONVENIENCE.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination

becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title, and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information, and contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing, or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment, and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 **TERMINATION FOR CAUSE.** If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After completion has been achieved, if any portion of the Agreement Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 **TERMINATION FOR NON-APPROPRIATION.** The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state, and local laws.

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the Services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to

machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS.** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

- 7.2 By execution of this Agreement, Consultant and its sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or its sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the

- Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of documents for information and reference in connection with use on the Project by the City, or its authorized representative. Such documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City as an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City Certificates of Insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and Performance Bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all Services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.
- 9.3 **TRAVEL; EXPENSES.**
City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS.

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD-PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

- 10.5 IRAN DIVESTMENT ACT. By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.
- 10.6 NON-BOYCOTT OF ISRAEL. Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this Agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

ARTICLE 11. EXTENT OF AGREEMENT.

- 11.1 APPLICABLE LAW/CHOICE OF FORUM AND VENUE. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

WALKER CONSULTANTS, INC.

CITY OF FRANKLIN, TENNESSEE

By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: Dr. Ken Moore
Title: Mayor
Date: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney

City of Franklin Parking Study – Final Draft Scope of Services

Project Goals and Guiding Principles

- Conduct thorough public outreach and engagement related to parking in the study areas
- Support downtown vitality by improving access for employees, residents, and visitors
- Protect neighborhoods from spillover and parking impacts
- Create adaptable, data-driven recommendations that align with community values
- Improve event-day operations and reduce stress on the system
- Ensure the parking system is financially sustainable and easy to manage
- Provide a framework for ongoing monitoring and implementation

Task 1: Project Initiation and Management

- Develop communication protocols, file sharing structure, and points of contact
- Conduct project kickoff meeting to confirm study area, roles, goals, success criteria, discuss study name ideas and branding
- Bi-weekly project team meetings for coordination and decision-making
- Standing monthly executive check-ins/updates with department heads (if necessary)
- Prepare a request for information (RFI) outlining data needs; City to provide available materials
- Support the City of Franklin in a high-level advisory role as the City develops a public engagement plan.
- Ongoing project management and quality control throughout the study

Task 2: Background Research and Policy Analysis

- Review relevant planning documents including the Comprehensive Plan, Envision Franklin, prior parking studies, mobility-related efforts and discuss with the appropriate City staff.
- Review parking ordinances and policies including parking minimums, shared parking provisions, time limits, enforcement hours, curb regulations, signage requirements, administrative processes, and discuss with appropriate City staff and community members.
- Identify inconsistencies and opportunities for policy clarification or simplification
- Conduct a peer review of up to five comparable or aspirational cities to understand program structures, pricing strategies, enforcement models, and curb management practices
- Summarize the alignment of current parking and curb policies with long-term community and economic development goals

Task 3: Data Collection

- Inventory all on-street spaces within the study area, documenting space type, restrictions, ADA spaces, loading zones, signage, and curb regulations
- Conduct one weekday and one weekend day (8 a.m. to 6 p.m.) of on-street and off-street (excluding garages) parking utilization counts in half-hour increments within the study area.

- Conduct one peak day (8 a.m. to 6 p.m.) of turnover and duration data collection for on-street parking within the study area.
- Conduct observations on up to one major event-day, capturing parking utilization, curb activity patterns, and travel behavior. Target one major event (Pumpkinfest, Dickens Festival, or Main Street Festival) as the schedule allows.
- Use off-street transaction data to estimate garage occupancy, supplemented by manual counts and aerial imagery as needed
- Collect curb activity observations on selected blocks to document deliveries, service vehicles, TNC activity, short-term dwell times, and operational friction points
- Collect event-day origin information through a short on-site intercept survey capturing visitor ZIP codes and basic travel patterns. Compare with Visit Franklin information regarding visitor travel patterns.
- Compile all datasets in GIS format for use in analysis and integration into *Deliverables*

Task 4: Stakeholder Engagement

Milestone Meetings

- Participate in up to three touchpoints with BOMA at key project milestones, to include the presentation of relevant study progress and findings
- Coordinate with City of Franklin staff to establish a Steering Committee of involved leaders, business owners, and residents. Engage with the Steering Committee in up to four meetings at key milestones to provide policy direction, review study progress, and guide decisions.
- Coordinate with City of Franklin staff to establish a Technical Working Group (TWG), including city staff, engineers, parking enforcement officers, communications department representatives, etc., to offer technical expertise, review data accuracy, and provide input on feasibility. Engage with the TWG virtually in up to three meetings at key milestones.

Online Survey

- The consultant team will coordinate with City staff on the development and launch of survey questions. The survey will engage Franklin residents, employees, and visitors with user-specific questions.
- Work with City of Franklin staff to provide live dynamic reporting of survey responses and insights.

Public Engagement

- Conduct an eight-hour “day-in-the-life” observation and door-to-door interviews within the study area, interacting with business owners, residents, employees, and other parking users to understand various parking use characteristics, preferences, and challenges.
- Conduct up to 12 brief stakeholder listening sessions to solicit feedback from individuals or small community groups
- Participate in one pop-up event within the community. Target an event on “Park(ing) Day” to bring awareness to the study and solicit feedback from the public.

Task 5: Analysis and Assessment

- Synthesize findings from stakeholder engagement to identify recurring themes, concerns, and community priorities, and report out to decision-making bodies and the community
- Analyze on-street and off-street occupancy, turnover, and duration data to identify key patterns, hotspots, and areas of underuse
- Evaluate curb activity observations to identify delivery patterns, TNC activity, service vehicle needs, and friction points
- Assess origin-destination and walking pattern data to understand access trends and visitor behavior
- Prepare high-level redevelopment assumptions for key parcels and corridors to understand how future growth may influence parking demand and curb needs. City staff will be relied upon to provide redevelopment projections.
- Evaluate the feasibility of policy and operational tools including updated time limits, paid parking options, zone structures, loading strategies, and curb reallocations
- Identify access and mobility considerations related to walking, biking, and transit that influence parking behavior or curb demands
- Analyze residential parking permit options, including potential boundaries, administrative needs, and alignment with neighborhood concerns as needed
- Assess governance models, including Parking Authority, Enterprise Fund, and or City management structures, summarizing operational, administrative, and high-level financial considerations
- Prepare a financial framework to understand the viability and directional impacts of different policy and operating directions as needed. Incorporate high-level best practices for parking garage operations and maintenance funding.
- Develop a clear problem statement and set of opportunity areas that will guide scenario development

Task 6: Scenario Development

- Develop up to two parking and curb management scenarios informed by Task 5 findings and stakeholder priorities
- Create an interactive planning-level scenario evaluation tool that allows the City to test key levers such as pricing strategies, time limits, zone structures, curb allocations, enforcement hours, and event operations
- Configure the tool to update planning-level outputs in response to user inputs, including indicative changes in parking availability, turnover, curb activity patterns, operational considerations, and order-of-magnitude financial implications.
- Use the financial framework from Task 5 to refine the planning level cost and revenue assumptions within each scenario
- Model the operational and user experience impacts of each scenario, including availability, turnover, curb activity, and event performance
- Evaluate scenario performance under both typical day and event conditions to understand system stress points and tradeoffs.
- Compare scenarios to identify tradeoffs and feasible pathways for implementation
- Draft the *Parking Strategy Book* that compiles baseline conditions, analysis, and scenario results into a cohesive reference document

Task 7: Recommendations and Implementation

- Develop a recommended parking and curb management strategy that reflects the findings from the analysis, scenario results, and community and stakeholder input
- Identify short-term, mid-term, and long-term actions across policy, operations, curb management, enforcement, and technology
- Provide refined strategies for event-day parking and traffic operations based on scenario testing and stakeholder input
- Identify high-level opportunities for improved parking wayfinding, signage consistency, and user communications to support ease of access
- Refine and finalize the *Parking Strategy Book* with clear recommendations, maps, graphics, and supporting rationale
- Prepare the Implementation Playbook outlining:
 - Recommended strategies and policy actions
 - Enforcement and operations considerations
 - Communications and rollout approach
 - Phased implementation steps
 - Key performance indicators for monitoring progress
- Conduct a final outreach effort to publish findings and provide an opportunity for public feedback
- Conduct a final workshop with staff to review recommendations, answer questions, and confirm implementation priorities
- Present recommendations to BOMA

Deliverables

- **Public Engagement Summary Report** – An additional section added to the City-provided Public Engagement Plan that highlights the executed stakeholder engagement strategies, findings, and insights that inform the overall recommendations
- **Online Survey Dashboard** – Access to survey insights and analytics dashboard;
- **Peer Library** – A concise PDF-based review of up to five peer or aspirational cities that summarizes their parking program structures, pricing strategies, enforcement approaches, curbside policies, and key takeaways for Franklin.
- **Implementation Playbook** – A tactical guide that outlines the recommended strategies, policies, enforcement and operations considerations, communications needs, phased implementation steps, and key performance metrics
- **Parking Strategy Book and Scenario Tool** – A combined digital resource that brings all baseline data and findings together and includes an integrated interactive tool that allows the City to test parking and curbside strategies and view the outcomes. A public-facing version can also be created if needed.

The Parking Strategy Book and Scenario Tool will be delivered as a digital, decision-support resource to help the City of Franklin explore parking and curbside management strategies over time.

Rather than a static report, the Strategy Book will present key findings, data, and community insights in a clear, visual format. It will include an interactive, planning-level scenario tool that allows City staff to

adjust selected assumptions, such as time limits, pricing approaches, curb allocations, enforcement strategies, and event operations, and view the resulting directional impacts on parking availability, user experience, operational considerations, and high-level financial outcomes.

The tool is designed to facilitate policy exploration and scenario comparison, enabling decision-makers to understand trade-offs and system interactions. Outputs will be planning-level in nature.

The Parking Strategy Book and Scenario Tool will be delivered as a cloud-hosted, project-specific resource. Walker Consultants will provide hosting for up to one (1) year following study completion. Ongoing hosting does not include updates or enhancements unless separately scoped.

Anticipated Project Schedule

Task/Month	1	2	3	4	5	6	7	8	9	10	11	12
Task 1												
Task 2												
Task 3												
Task 4												
Task 5												
Task 6												
Task 7												

Professional Fee

Walker proposes completing the Scope of Services for a fee not to exceed **\$250,000**, inclusive of reimbursable expenses.

The approximate cost of each Task is shown below:

Task 1 - Project Initiation and Management: \$28,000

Task 2 - Background Research and Policy Analysis: \$25,000

Task 3 - Data Collection: \$25,000

Task 4 - Stakeholder Engagement: \$80,000

Task 5 - Analysis and Assessment: \$30,000

Task 6 - Scenario Development: \$32,000

Task 7 - Recommendations and Implementation: \$30,000



File #: 26-0142

DATE: 3/10/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of Resolution 2026-07, A Resolution To Revise The Design Concept For The Intersection Upgrade Project At Liberty Pike And Mallory Lane/North Royal Oaks Boulevard
WS 10/14/25

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2026-07, a resolution to revise the design concept for the intersection upgrade project at Liberty Pike, Mallory Lane, and North Royal Oaks Boulevard.

BACKGROUND/STAFF COMMENTS:

Based on recommendations for needed improvements to the intersection of Mallory Lane/North Royal Oaks Boulevard and Liberty Pike from several area developments' Traffic Impact Analyses (TIAs), the City of Franklin Board of Mayor and Aldermen (BOMA) included a "Phase 1" of improvements to this intersection in the approved project list of the fiscal years (FYs) 2017-2026 Capital Investment Program (CIP). That CIP was adopted via Resolution 2016-69 on October 25, 2016. The "Phase 1" designation for this project consisted of the design and right-of-way phases only. On February 14, 2017, the BOMA approved a Professional Services Agreement (COF Contract No. 2017-0017) with Volkert, Inc. for the design of intersection improvements at Mallory Lane/North Royal Oaks Boulevard and Liberty Pike.

Subsequently, the design of the intersection improvements, still proposed as traffic signal control, was presented at a public meeting on August 30, 2018. That design consisted of improvements to all legs of the intersection to include the following lane configuration: Approach (entering intersection) — 2 thru lanes, 2 left-turn lanes & 1 right-turn lane

- Approach (entering intersection): 2 thru lanes, 2 left-turn lanes & 1 right-turn lane.
- Departure (leaving intersection): 2 thru lanes.

The design also featured typical accommodations for pedestrians and bicycles in the form of a sidewalk and multi-use trail. At the public meeting, there was concern about the impacts of the proposed project to the surrounding properties, particularly the apartment complex, which is located on both sides of North Royal Oaks Boulevard. Several comments were submitted to encourage the City to investigate a roundabout intersection option. On April 23, 2019, BOMA adopted Resolution No. 2019-18, selecting Option 2 – Roundabout Intersection as the preferred design concept for the Liberty Pike, Mallory Lane, and North Royal Oaks Boulevard intersection upgrade project.

Since that time, the City has completed the Cool Springs Transportation Plan, a comprehensive traffic modeling study incorporating both existing conditions and projected development. The study concluded that the previously selected roundabout concept is no longer feasible due to increased traffic volumes and associated operational constraints.

On March 25, 2025, BOMA approved a Professional Services Agreement (COF Contract No. 2025-0035) with RK&K for the final design of the Liberty Pike & Mallory Lane Intersection Improvements. As part of their scope, RK&K reevaluated the roundabout concept and determined that accommodating projected traffic volumes would require multiple right-turn bypass lanes, resulting in substantial impacts to adjacent properties. The goal of this study was to refresh the 2020 analysis using new 2025 traffic counts and to project conditions through 2050 to ensure a full 20-year design life for any improvements.

The 2020 study recommended converting both intersections to roundabouts, including a dual lane roundabout at Mallory Lane/Royal Oaks and a smaller two lane roundabout at Stanwick Drive. Since that time, traffic volumes, development patterns, and growth expectations in the Cool Springs area have continued to evolve. The City requested a new analysis to confirm whether the roundabout concept still performs adequately and to evaluate an alternative that maintains a traffic signal but adds significant capacity.

The updated study incorporates 13-hour turning movement counts collected in April 2025, historic AADT trends, GNRC model outputs, and development related traffic from the Cool Springs Transportation Study. These inputs were used to establish growth rates and develop 2050 peak hour volumes. The study evaluates how the intersections operate today, how they are expected to function in 2050 if no improvements are made, and how they perform under two build alternatives: the previously proposed roundabout and a signalized intersection with expanded lanes.

The updated analysis shows that traffic volumes in the Liberty Pike/Mallory Lane corridor continue to grow significantly and will exceed the capacity of the existing intersection long before 2050. Under current conditions, the signalized intersection operates at acceptable levels in the morning and marginally in the afternoon, but by 2050 it is projected to fail with severe congestion and queues extending more than 5,000 feet, affecting multiple upstream intersections. Stanwick Drive also becomes overwhelmed because congestion on Liberty Pike prevents adequate gaps for side street traffic.

The study evaluated two improvement options. The first was the dual-lane roundabout concept originally proposed in 2020. While the roundabout performs well today, it cannot accommodate projected 2050 traffic volumes. The analysis shows that it would reach failure conditions well before the design year, with volume to capacity ratios more than double the Federal Highway Administration's (FHWA's) recommended limits and queues exceeding 2,400–3,500 feet during peak hours. Federal Highways guidance indicates that as a roundabout approaches saturation, its performance deteriorates rapidly: when the volume to capacity ratio nears 1.0, delay increases sharply; once it exceeds 1.0, queues grow quickly and become unstable; and operations become

highly sensitive to even small changes in traffic flow.

The FHWA also advises that roundabouts should not be designed with metering signals as part of the initial concept. Metering is considered an after-the-fact mitigation tool for unexpected congestion—not a design strategy—because relying on metering from the outset indicates that the roundabout does not have sufficient inherent capacity for projected traffic volumes.

To achieve acceptable operations at this location using a roundabout, the design team would need to begin evaluating grade separated roundabout concepts. Such a facility would significantly increase the project cost—estimated at approximately \$60,000,000—create major impacts to adjacent property owners, and would not fit the character or scale of the surrounding area.

The second option was an expanded traffic signal with additional through and turn lane capacity on all approaches. This alternative performs acceptably under 2050 conditions, operating at a Level of Service (LOS) C in the morning and LOS E in the afternoon—typical for a major urban intersection. Queues are significantly shorter than both the 'No Build' and roundabout scenarios, and performance improves further when auxiliary lanes are extended to appropriate lengths.

Overall, the study concludes that the roundabout alternative is not viable for long term operations at this location, while the expanded signalized intersection provides the only feasible solution to accommodate projected 2050 traffic volumes and maintain acceptable operations across the corridor. Based on this updated analysis, City staff and the project design team recommend advancing a signalized intersection design to better meet long term operational needs.

Resolution 2026-07 rescinds the selection of Option 2 – Roundabout Intersection as approved in Resolution 2019-18 and directs City staff to proceed with the design and implementation of a signalized intersection concept for the Liberty Pike, Mallory Lane, and North Royal Oaks Boulevard intersection upgrade project. City staff will coordinate with the design consultant to refine the signalized intersection concept and advance the project into right-of-way acquisition and construction phases.

FINANCIAL IMPACT:

As part of Capital Investment Program (Resolution 2025-85), staff estimated the cost of the roundabout option to be **\$21,000,000**, which included two roundabouts—one at Mallory Lane and Liberty Pike and another at Liberty Pike and Stanwick Drive. Revising the design concept to a single signalized intersection improvement at Mallory Lane and Liberty Pike substantially reduces the project scope and limits the length of required improvements. The updated estimated cost is approximately **\$8,500,000**.

While side streets between Mallory Lane and Mack Hatcher Parkway are expected to experience increased delays due to higher traffic volumes, future improvements along these corridors are not warranted at this time and should be evaluated as conditions evolve.

Per COF Contract 2025-0035 with RK&K, work on the signalized intersection concept and design can begin immediately upon approval of Resolution 2026-07.

RECOMMENDATION:

Staff recommends that Resolution 2026-07 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2026-07

**A RESOLUTION TO REVISE THE DESIGN CONCEPT FOR THE INTERSECTION UPGRADE PROJECT
AT LIBERTY PIKE AND MALLORY LANE/NORTH ROYAL OAKS BOULEVARD**

WHEREAS, on February 14, 2017, the City of Franklin Board of Mayor and Aldermen approved a Professional Services Agreement (COF Contract No. 2017-0017) with Volkert, Inc. for the Design of Intersection Improvements at Mallory Lane/North Royal Oaks Boulevard & Liberty Pike; and

WHEREAS, on April 23, 2019, the Board of Mayor and Aldermen of the City of Franklin, Tennessee adopted Resolution No. 2019-18, selecting Option 2 – Roundabout Intersection – as the preferred design concept for the intersection upgrade project at Liberty Pike and Mallory Lane/North Royal Oaks Boulevard; and

WHEREAS, since that time, the City of Franklin has completed the Cool Springs Transportation Plan, a comprehensive traffic modeling study incorporating current and projected development patterns; and

WHEREAS, the results of the Cool Springs Comprehensive Transportation Plan indicate that the roundabout concept is no longer feasible due to increased traffic volumes and operational constraints; and

WHEREAS, the roundabout concept was subsequently reviewed by RK&K, whose analysis determined that accommodating projected traffic volumes would necessitate multiple right turn bypass lanes, resulting in significant impacts to adjacent properties; and

WHEREAS, City staff and the project design team have reviewed the updated traffic data and recommend proceeding with a signalized intersection design to better accommodate future traffic demands and ensure long-term functionality.

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

That the Board of Mayor and Aldermen hereby rescinds the selection of Option 2 – Roundabout Intersection – as approved in Resolution No. 2019-18, and directs City staff to proceed with the design and implementation of a signalized intersection concept for the Liberty Pike and Mallory Lane/North Royal Oaks Boulevard intersection upgrade project.

BE IT FURTHER RESOLVED that City staff shall coordinate with the design consultant to refine the signalized intersection concept and advance the project into right-of-way acquisition and construction phases.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2026.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
William E. Squires
Deputy City Attorney



MEMORANDUM

Date: June 10, 2025

To: City of Franklin

From: RK&K

Subject: Liberty Pike at N. Royal Oaks Blvd/Mallory Lane Intersection Improvements
2025 Traffic Study

1. BACKGROUND

RK&K was contracted by the City of Franklin, Tennessee, to perform a traffic operational analysis to evaluate the intersection of Liberty Pike and N. Royal Oaks Boulevard/Mallory Lane in Williamson County, Tennessee. The purpose of this report is to provide an updated traffic analysis of the proposed improvements and compare the findings from the previous traffic analysis from October 2020 (developed by Kimley-Horn and Associates and henceforth referred to as the “2020 Traffic Study”). The analysis will provide Base Year (2025) operational analysis, the forecasting of Future Year (2050) volumes, and analysis of Future Year conditions for the proposed intersection improvements.

The project study area includes two (2) intersections as follows and are also shown in **Figure 1**.

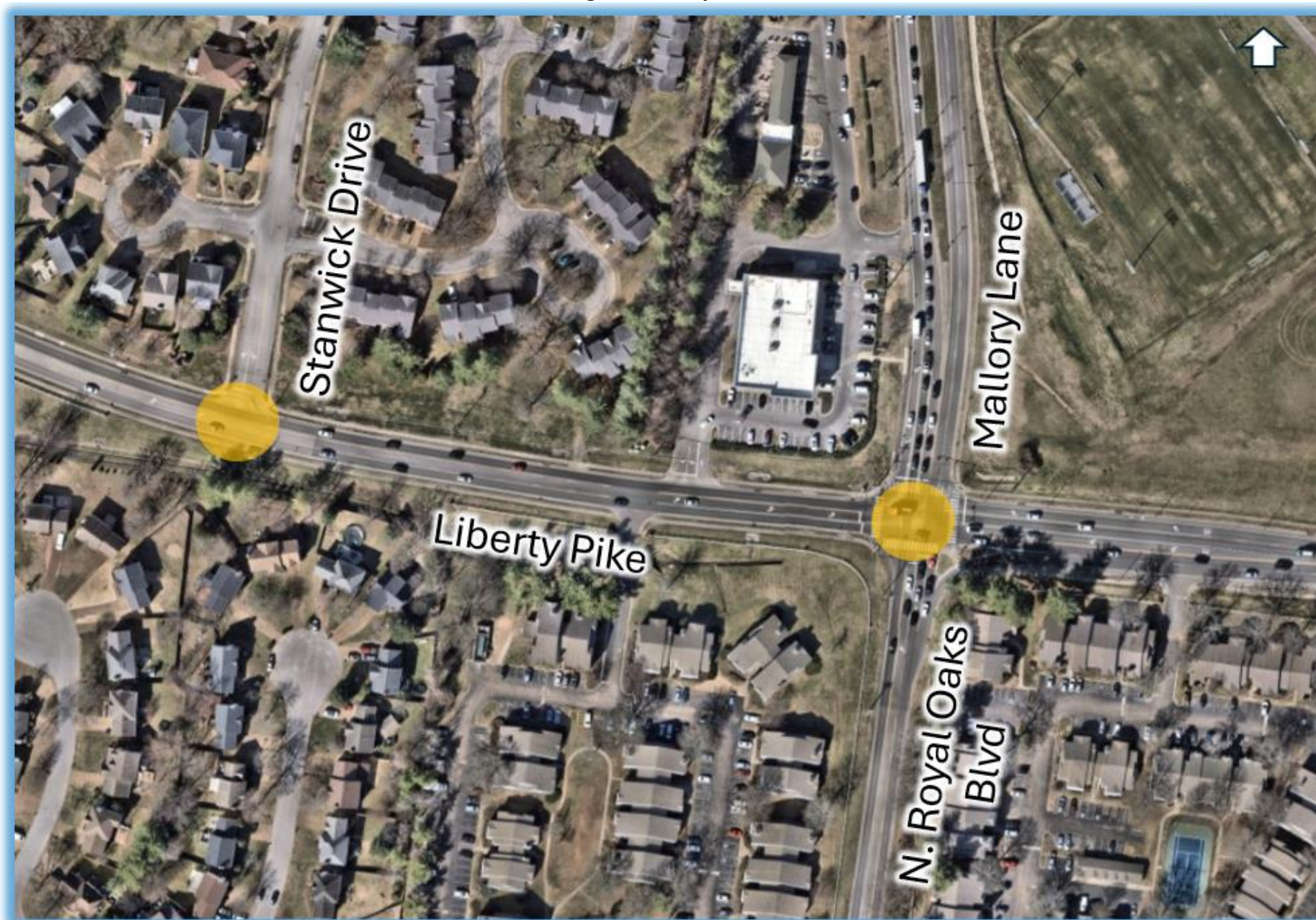
- Liberty Pike at N. Royal Oaks Boulevard/Mallory Lane (Signalized)
- Liberty Pike at Stanwick Drive (Unsignalized)

The proposed improvements from the 2020 Traffic Study included the conversion of both the study intersections to a roundabout. The roundabout proposed at the intersection of Liberty Pike at Stanwick Drive is a three-leg roundabout with two-lane entries at both Liberty Pike approaches and a single-lane entry at the Stanwick Drive approach (also referred to as a 2x1 roundabout). The roundabout proposed at the intersection of Liberty Pike at Royal Oaks Boulevard/Mallory Lane is a four-leg dual lane roundabout with two-lane entries at all four approaches and a bypass lane for the southbound right turn movement.

In addition to the evaluation of the roundabout as proposed in the 2020 Traffic Study, this memorandum also presents the results for the traffic signal alternative with additional capacity, at Liberty Pike and N. Royal Oaks Boulevard/Mallory Lane intersection. The proposed geometry for the traffic signal alternative will match the “full build-out” scenario (explained in greater detail in this report) evaluated in the 2020 Traffic Study, which included dual left turn lanes, dual through lanes, and exclusive right turn lanes for all four approaches.



Figure 1: Study Area



2. 2020 TRAFFIC STUDY

The 2020 Traffic Study included two sets of traffic forecasts to analyze the functionality of the proposed roundabouts at the intersections of Liberty Pike at Royal Oaks Boulevard/Mallory Lane and at Stanwick Drive. The first forecast (Analysis 1) utilized existing counts from 2019 and were forecasted to Design Year (2041). The second forecast (Analysis 2) accounted for background growth (based on what was provided in the 2020 Traffic Study, which differs from the volumes in the Cool Springs Transportation Study) and nearby developments and was evaluated for 2030 and 2040 scenarios. The volumes from “Analysis 2” were greater than those used for “Analysis 1”.

The analysis presented in the 2020 Traffic Study was conducted with two sets of analysis software: *ARCADY Junctions 9* and *SIDRA*. “Analysis 1” showed acceptable performance using *ARCADY* analysis but failure in the PM peak hour using *SIDRA* for the 2041 Build Year. “Analysis 2” showed failure using both software platforms during the 2040 Build Year. A summary of the results is provided in **Tables 1 and 2**, respectively.

Table 1: Design Year (2041) Results (“Analysis 1” Scenario)

Software	Approach	Road	AM Peak Hour			PM Peak Hour		
			V/C	Delay (s)	LOS	V/C	Delay (s)	LOS
Arcady	SB	Mallory Ln	0.19	2.6	A	0.58	5.3	A
	EB	Liberty Pike	0.56	4.2	A	0.73	9.8	A
	NB	Royal Oaks Blvd	0.47	4.8	A	0.61	6.6	A
	WB	Liberty Pike	0.52	5.0	A	0.69	7.6	A
	Overall		-	4.2	A	-	7.05	A
SIDRA	SB	Mallory Ln	0.25	7.3	A	0.86	33.7	D
	EB	Liberty Pike	0.61	13.2	B	1.07	N/A	F
	NB	Royal Oaks Blvd	0.68	24.9	C	0.86	42.0	E
	WB	Liberty Pike	0.71	25.0	D	0.94	N/A	F
	Overall		-	17.6	C	-	52.3	F

Table 2: Design Year (2040) Results (“Analysis 2” Scenario)

Software	Approach	Road	AM Peak Hour			PM Peak Hour		
			V/C	Delay (s)	LOS	V/C	Delay (s)	LOS
Arcady	SB	Mallory Ln	0.27	2.8	A	0.83	14.4	B
	EB	Liberty Pike	0.78	9.0	A	1.09	151.5	F
	NB	Royal Oaks Blvd	0.76	13.1	B	0.85	17.9	C
	WB	Liberty Pike	0.59	7.3	A	0.93	32.9	D
SIDRA	SB	Mallory Ln	0.19	4.6	A	0.67	14.4	B
	EB	Liberty Pike	0.67	13.6	B	1.04	67.2	F
	NB	Royal Oaks Blvd	0.68	21.7	C	0.90	43.7	E
	WB	Liberty Pike	0.54	15.7	C	0.96	55.5	F



3. 2025 TRAFFIC STUDY

This section presents the updated traffic analysis results based on traffic counts from 2025, revised growth rate projections and for the Future Year of 2050. It must be noted that the 2020 Traffic Study evaluated 2040/2041 scenarios, however, based on feedback from the city, it was determined that a Future Year of 2050 for the 2025 Traffic Study is appropriate, to ensure a 20-year design life.

3.1 Peak Hour Traffic Volume Development

The data collection effort included the collection of 13-hour turning movement counts at the study intersections. Turning movement counts were collected on April 22nd (Tuesday), 2025, when schools were in session.

The Future Year growth rates were based on historic AADT, outputs from the Greater Nashville Regional Council (GNRC) model, and feedback from the city. An additional consideration was a set of traffic volumes the city provided (from the Cool Springs Transportation Study) which captured some of the planned developments in the area. The recommended growth rates and the justification is provided in **Table 3**.

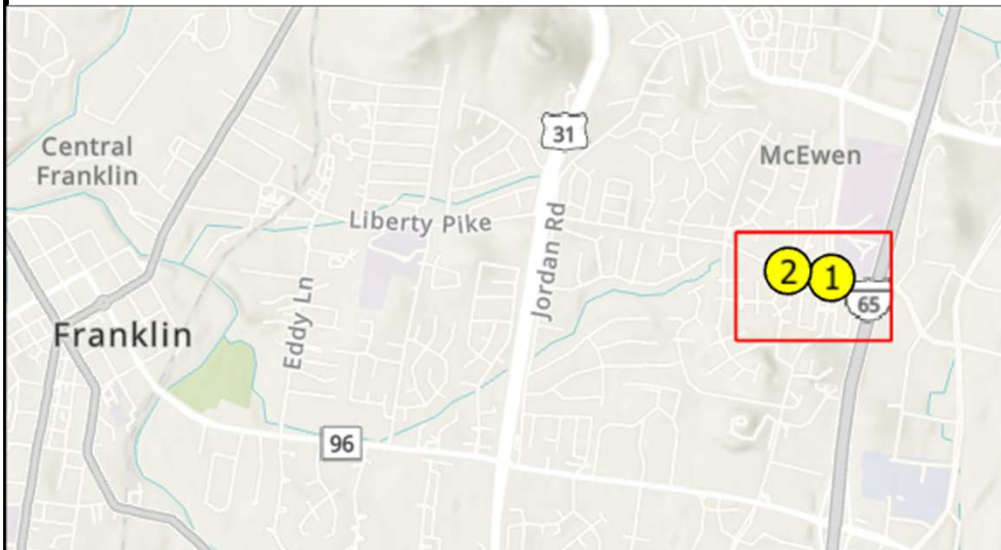
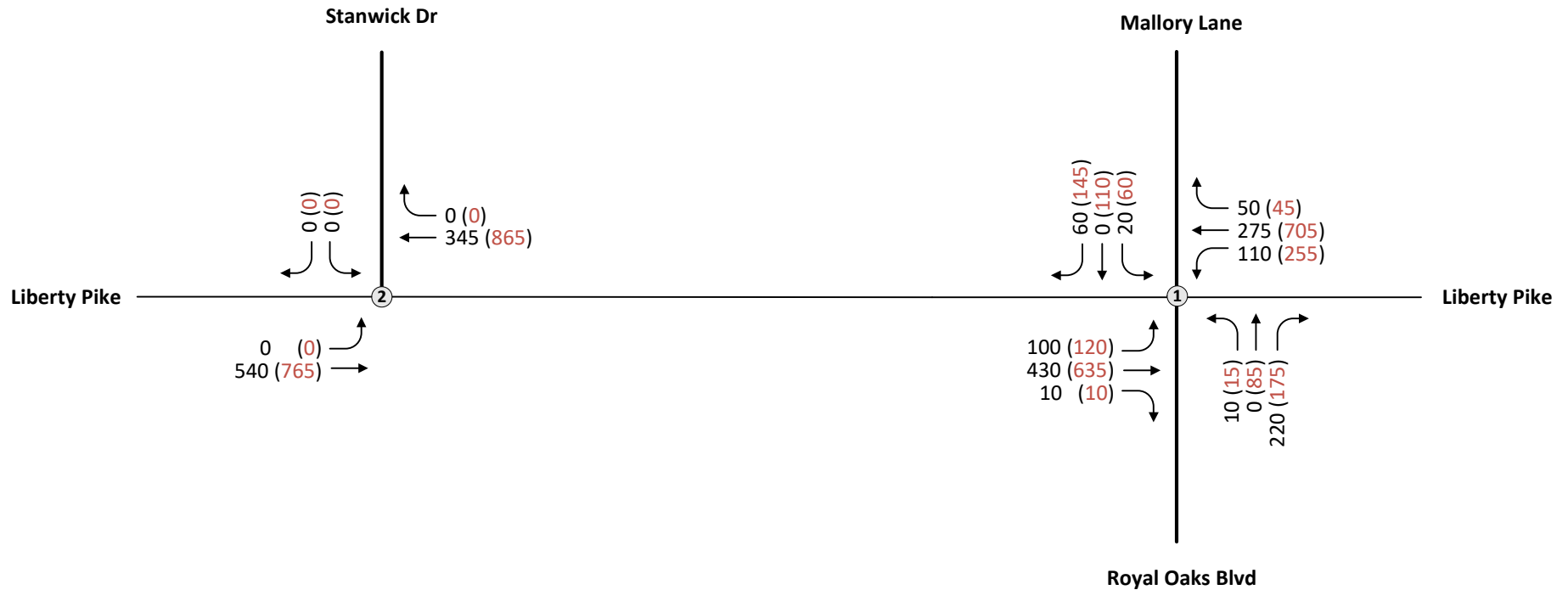
The traffic volumes provided by the city capturing some of the planned developments in the area, which would be applied after the 2025 traffic is grown to 2050 (using background growth rates) are shown in **Figure 2**.

Table 3: Growth Rates

Street	Location	Historical 2002-2022 CAGR	Historical 2012-2022 CAGR	Historical 2019-2024 CAGR	GRNC Model 2017- 2045	Recommended Growth Rates	Justification
Liberty Pike	West of Mallory Ln	1.4%	1.2%	0.6%	2.1%	0.5%	Additional development-related volumes account for majority of the anticipated growth. Hence, a moderate GR of 0.5% was used.
Liberty Pike	East of Mallory Ln	-	-	-	3.3%	0.5%	
Mallory Ln	N of Liberty Pike	-	-	-	2.4%	2.0%	Based on travel demand model outputs and feedback from the city.
N. Royal Oaks Blvd	S of Liberty Pike	0.3%	-0.6%	1.0%	2.7%	2.0%	
Stanwick Drive	N of Liberty Pike	-	-	-	-	0.3%	

Future Year (2050) peak hour volumes were developed by applying the recommended growth rates to the 2025 balanced base year peak hour volumes using a compound annual growth rate (CAGR) method. The planned development volumes from Figure 2 were then added. Peak hour traffic volumes for the 2025 Base Year No-Build, 2040 Interim Year Build and 2050 Future Year Build scenarios are presented in **Figures 3, 4, and 5**, respectively.





LOCATION: Liberty Pike,
Franklin, TN

PROJECT: Mallory Lane at
Liberty Pike

DATE: JUNE 2025

PREPARED BY: **RK&K**

LEGEND

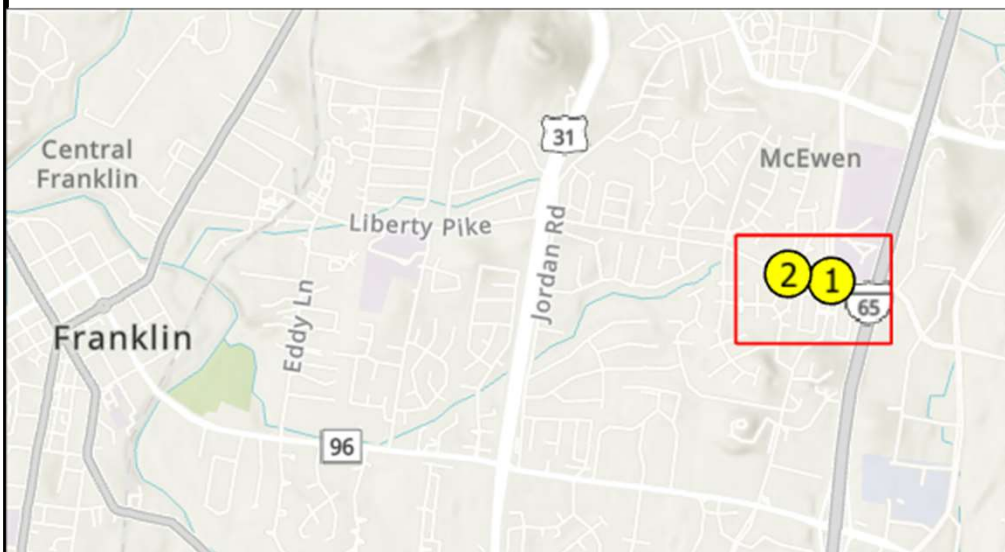
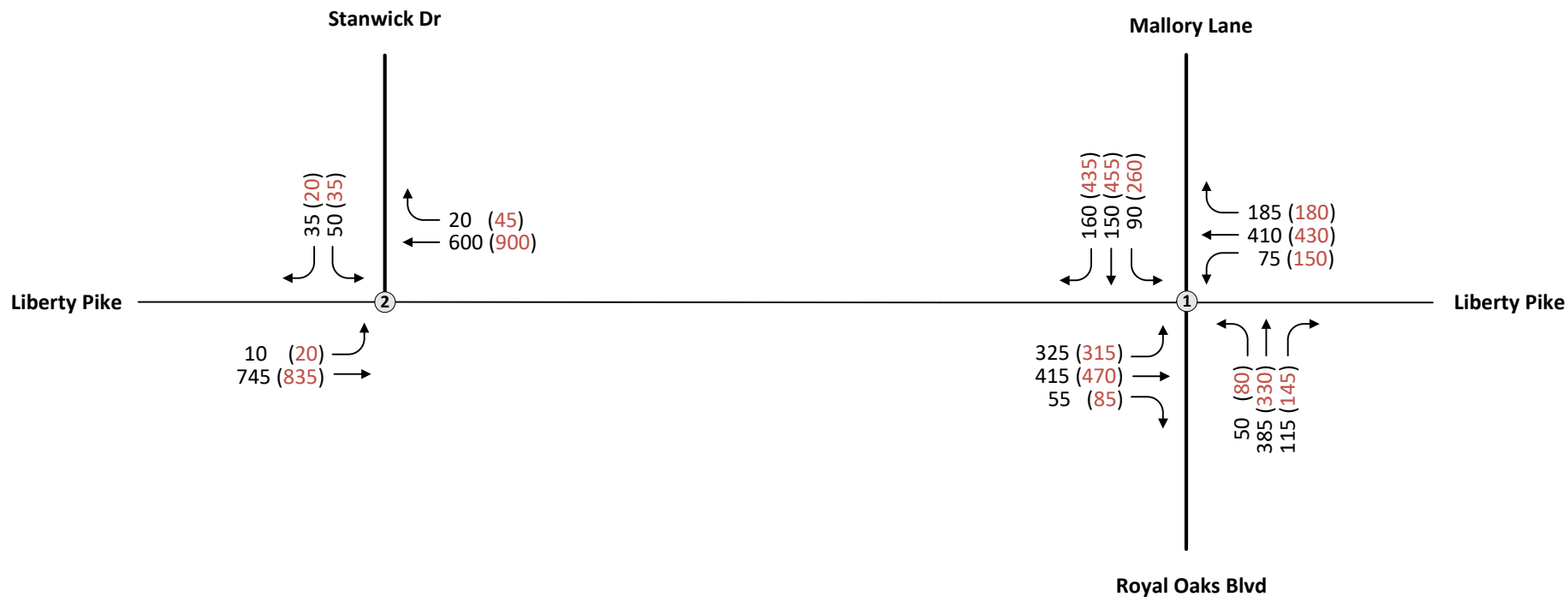
- ② Intersection Number
- Roadway
- ###(##) AM/PM Peak Hour Volumes
- Movement Direction

2050

PEAK HOUR TRAFFIC

**Development Trips
(Cool Springs
Transportation Study)**

Figure 2



LEGEND

① Intersection Number

— Roadway

##(##) AM/PM Peak Hour Volumes

→ Movement Direction

2025

PEAK HOUR TRAFFIC

BASE YEAR NO-BUILD

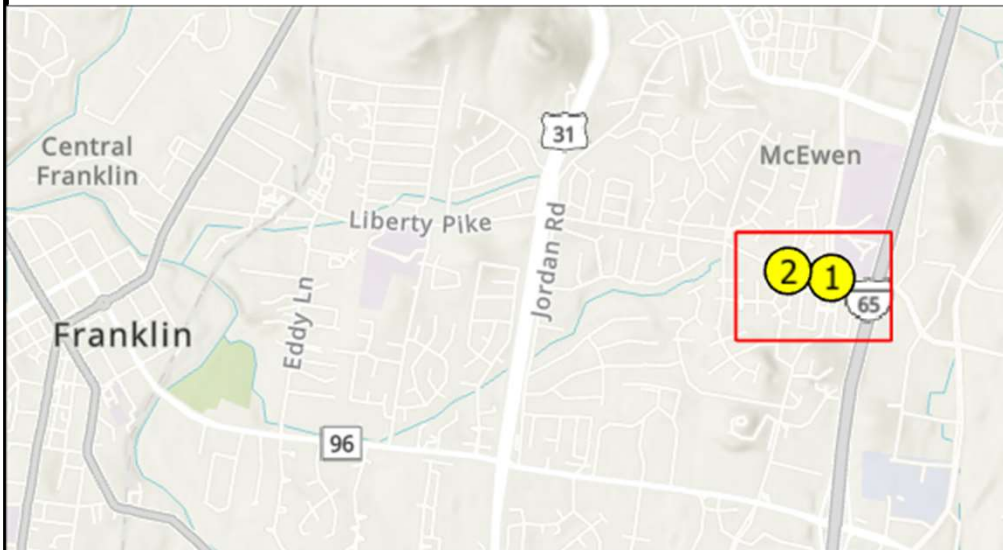
Figure 3

LOCATION: Liberty Pike,
Franklin, TN

PROJECT: Mallory Lane at
Liberty Pike

DATE: JUNE 2025

PREPARED BY: **RK&K**



LEGEND

- ① Intersection Number
- Roadway
- ##(##) AM/PM Peak Hour Volumes
- Movement Direction

2040

PEAK HOUR TRAFFIC

INTERIM YEAR NO-BUILD

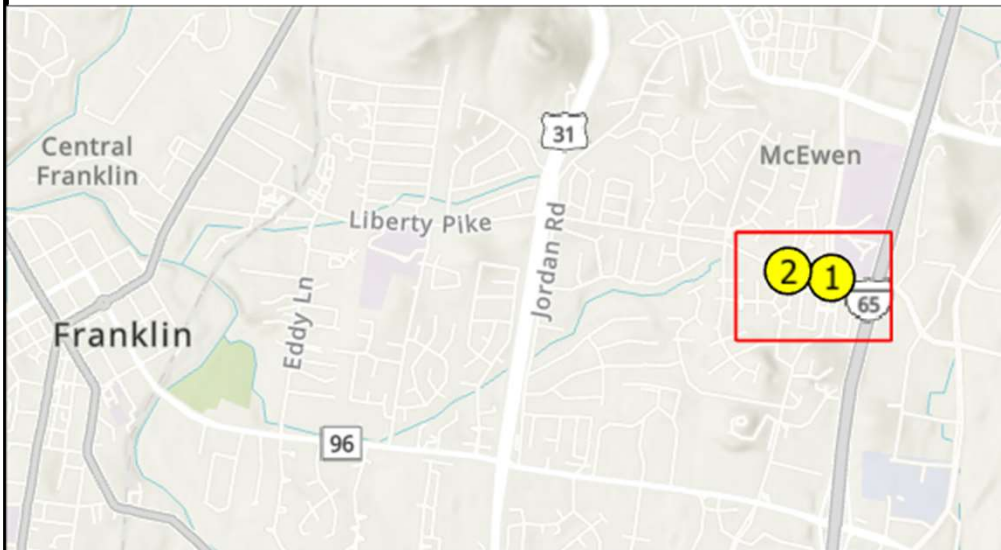
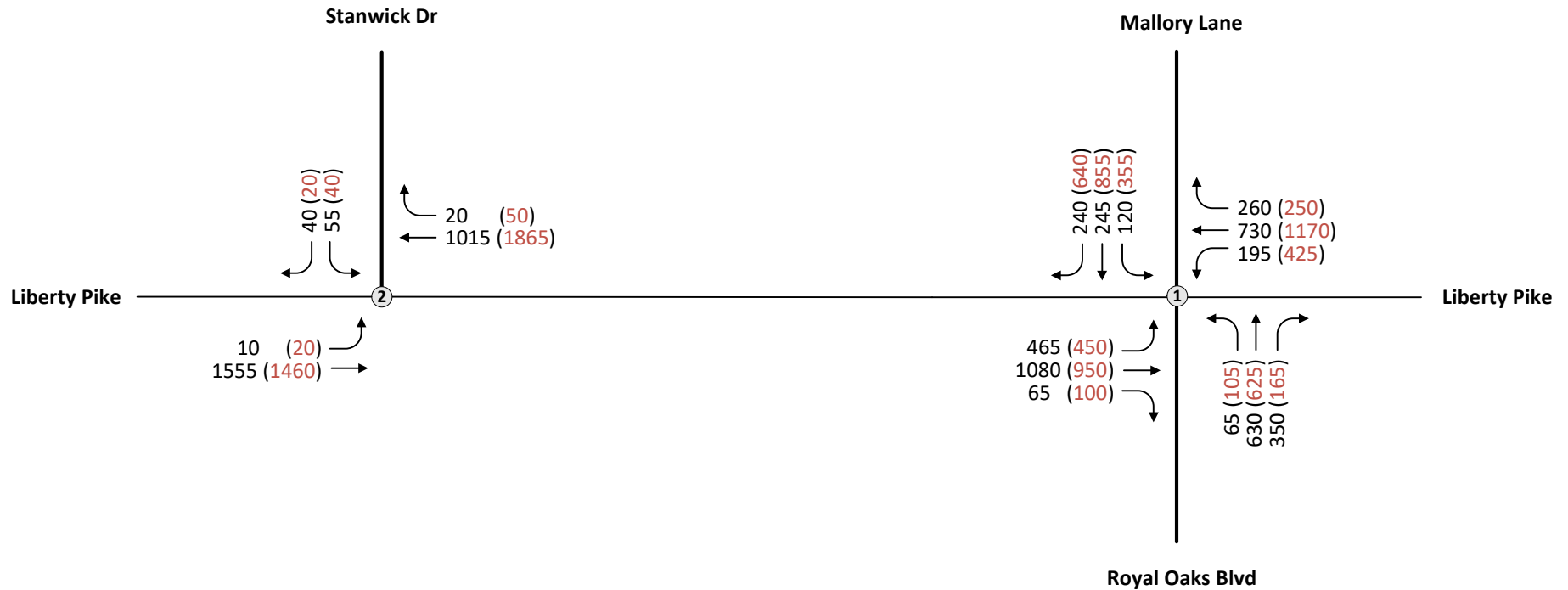
Figure 4

LOCATION: Liberty Pike,
Franklin, TN

PROJECT: Mallory Lane at
Liberty Pike

DATE: MAY 2025

PREPARED BY: **RK&K**



LEGEND

① Intersection Number

— Roadway

##(##) AM/PM Peak Hour Volumes

→ Movement Direction

2050

PEAK HOUR TRAFFIC

FUTURE YEAR NO-BUILD

Figure 5

LOCATION: Liberty Pike,
Franklin, TN

PROJECT: Mallory Lane at
Liberty Pike

DATE: MAY 2025

PREPARED BY: **RK&K**

3.2 Traffic Volume Comparison (2020 versus 2025 Traffic Study)

This section presents the traffic volume comparison from the 2020 Traffic Study and this study (2025 Traffic Study). The scenarios that were compared with the volumes developed as part of the 2025 Traffic Study are as follows:

- SIDRA full 100% development (Provided by the city, and these numbers differ from “Analysis 1” and “Analysis 2” scenarios)
- Analysis 1 – 2021 No-Build Volumes and 2041 Build Volumes (2020 Traffic Study)
- Analysis 2 – 2020 No-Build Volumes and 2040 Build Volumes (2020 Traffic Study)

To compare the volumes from “Analysis 1” and “Analysis 2” scenarios to the 2025 Traffic Study, both sets of volumes were projected to the year 2025 (backtracked based on 2030 and 2040 volumes). Comparing the “Analysis 1” and “Analysis 2” volumes to the 2025 Traffic Study showed that the three set of volumes are similar with variations generally less than ten percent.

In order to compare the 2050 volumes, “Analysis 1” and “Analysis 2” volumes were projected to 2050 with a 1% growth rate (from 2040/2041 to 2050), while the 2025 Traffic Study used the methodology specified in section 3.1. The volumes from the 2025 Traffic Study are mostly larger than “Analysis 1” and mostly smaller than “Analysis 2” volumes in 2050, except for the eastbound through and westbound approach volumes. The differences in volumes can be attributed to the differing growth rates. However, traffic volumes from the 2025 Traffic Study fall in between “Analysis 1” and “Analysis 2” scenario volumes.

3.3 Traffic Analysis

Intersection capacity analyses were performed using methodologies consistent with the Highway Capacity Manual (HCM) guidelines and the software program *Synchro* (Version 11.1, Build 2, Revision 9), for the study intersection. *SimTraffic* was utilized to perform queuing analysis, and the results were based on an average of 10 simulation runs. The analysis of roundabouts was performed utilizing *SIDRA* (version 9.1).

The measures of effectiveness (MOEs) used to evaluate the operational performance of the study intersection include the average intersection delay per vehicle, maximum queue length, and Level of Service (LOS). The HCM module within *Synchro* was utilized to report intersection delay and LOS. Delay, LOS, queue lengths, and volume to capacity ratio (v/c) from *SIDRA* were the measures of effectiveness (MOEs) utilized to evaluate roundabouts.



3.3.1 No-Build Analysis

Base Year (2025) No-Build

The delay and queuing results for the Base Year (2025) No-Build condition are summarized in **Table 4**. The results indicate that the Liberty Pike at Royal Oaks Boulevard/Mallory Lane intersection operates at an overall LOS C in the AM peak hour and LOS D in the PM peak hour. All approaches and movements operate at LOS D or better in both peak hours except for the southbound through movement in the PM peak hour which operates at LOS E. The queuing results indicate that under Existing Conditions, along N. Royal Oaks Drive (NB) in the AM peak hour, 95th percentile queue lengths are approximately 665 ft. Along Liberty Pike (EB/WB) and Mallory Lane (SB) in the PM peak hour, 95th percentile queue lengths are recorded to be above 500 ft.

Liberty Pike at Stanwick Drive operates at an overall LOS A in both peak hours. All movements operate at a LOS C or better in both peak hours. *SimTraffic* shows minimal (less than 100 feet) queueing, with all 95th percentile queue lengths recorded to be less than 100 ft.

Future Year (2050) No-Build

The delay and queuing results for the 2050 No-Build conditions are summarized in **Table 5**. The results indicate that the Liberty Pike at Royal Oaks Boulevard/Mallory Lane is expected to fail (LOS F) under No-Build conditions. The intersection is expected to operate at an overall LOS F in both peak hours with all approaches expected to operate at LOS E or worse in both peak hours. The queueing results indicate that 95th percentile queue lengths would exceed 5,000 feet, spilling back to upstream intersections along multiple approaches in both peak hours.

Liberty Pike at Stanwick Drive is expected to operate at LOS F for at least one of the minor street movements in both peak hours. *SimTraffic results* show queuing in both peak hours along the eastbound and southbound approaches due to traffic spilling back from Liberty Pike at Royal Oaks Boulevard/Mallory Lane intersection.



Table 4: Base Year (2025) No-Build Condition Analysis Results

Intersection	Approach	Movement	Volume to Capacity Ratio (V/C)		Delay (s/veh)		LOS		SimTraffic 95 th Percentile Queue Length (ft.)	
			AM	PM	AM	PM	AM	PM	AM	PM
Liberty Pike at Mallory Lane (Traffic Signal)	EB	EBL	0.67	0.80	15.8	30.4	B	C	250	305
		EBTR	0.58	0.76	20.3	35.8	C	D	365	535
		Approach	-	-	18.5	33.8	B	C	-	-
	WB	WBL	0.18	0.53	15.3	26.2	B	C	135	310
		WBT	0.52	0.70	24.1	38.6	C	D	345	665
		WBR	0.28	0.35	20.1	29.5	C	C	90	135
		Approach	-	-	22.0	34.0	C	C	-	-
	NB	NBL	0.24	0.46	36.7	37.3	D	D	125	145
		NBT	0.80	0.47	49.1	41.4	D	D	665	465
		NBR	0.00	0.00	0.0	0.0	A	A	120	320
		Approach	-	-	47.6	40.6	D	D	-	-
	SB	SBL	0.55	0.65	37.9	32.5	D	C	170	545
		SBT	0.65	0.91	44.1	58.0	D	E	85	245
		SBR	0.47	0.70	30.9	30.8	C	C	0	0
		Approach	-	-	37.4	41.9	D	D	-	-
	Overall		-	-	28.7	37.6	C	D	-	-
Liberty Pike at Stanwick Drive (Unsignalized)	EB	EBL	0.01	0.03	9.3	11.0	A	B	25	40
		EBT/R	0.52	0.51	0.0	0.0	A	A	70	30
	WB	WBT/R	0.41	0.57	0.0	0.0	A	A	75	5
	SB	SBL	0.20	0.17	19.6	22.3	C	C	0	75
		SBR	0.09	0.08	13.6	18.0	B	C	0	70

Table 5: Future Year (2050) No-Build Condition Analysis Results

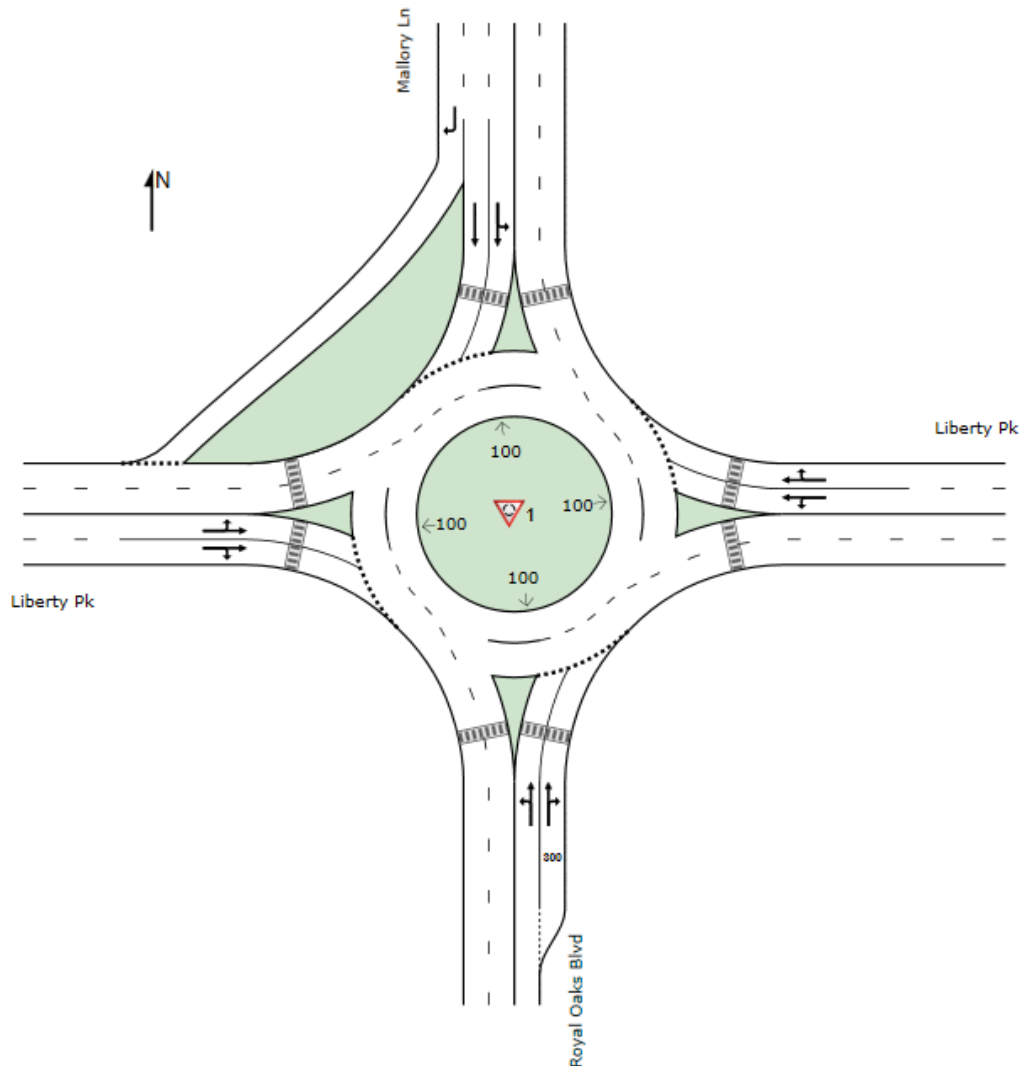
Intersection	Approach	Movement	Volume to Capacity Ratio (V/C)		Delay (s/veh)		LOS		SimTraffic 95 th Percentile Queue Length (ft.)	
			AM	PM	AM	PM	AM	PM	AM	PM
Liberty Pike at Mallory Lane (Traffic Signal)	EB	EBL	1.53	1.71	299.3	387.8	F	F	290	300
		EBTR	1.41	1.49	225.2	271.5	F	F	740	720
		Approach	-	-	246.6	306.4	F	F	-	-
	WB	WBL	1.23	1.69	185.8	376.5	F	F	370	345
		WBT	1.01	1.70	75.2	365.8	E	F	2,595	5,070
		WBR	0.42	0.43	31.2	34.7	C	C	1,890	5,195
		Approach	-	-	83.7	323.4	F	F	-	-
	NB	NBL	0.43	0.83	42.9	79.2	D	E	105	130
		NBT	0.92	0.76	67.7	57.2	E	E	4,995	4,930
		NBR	0.00	0.00	0.0	0.0	A	A	130	140
		Approach	-	-	65.4	60.3	E	E	-	-
	SB	SBL	1.12	1.35	156.2	223.5	F	F	240	345
		SBT	0.87	1.66	68.7	357.4	E	F	355	5,160
		SBR	0.57	1.02	33.7	84.3	C	F	200	5,210
		Approach	-	-	72.2	237.3	E	F	-	-
	Overall		-	-	142.8	260.5	F	F	-	-
Liberty Pike at Stanwick Drive (Unsignalized)	EB	EBL	0.02	0.07	11.2	18.2	B	C	50	70
		EBT/R	0.00	0.00	0.0	0.0	A	A	5,680	5,560
	WB	WBT/R	0.00	0.00	0.0	0.0	A	A	0	5
	SB	SBL	0.76	0.73	121.5	143.7	F	F	110	105
		SBR	0.21	0.31	24.2	68.6	C	F	1,415	1,320



3.3.2 Build Alternative 1 - Roundabout

The analysis of roundabouts was performed utilizing *SIDRA* (version 9.1). Delay, LOS, queue lengths, and volume to capacity ratio (v/c) from *SIDRA* were the measures of effectiveness (MOEs) utilized to evaluate the roundabouts. The lane configuration of the roundabout is presented in **Figure 6**.

Figure 6: Build Alternative 1 – Roundabout Lane Configuration



Base Year (2025) Build Conditions – Alternative 1 Roundabout

The delay and queuing results for the Base Year Build condition are summarized in **Table 6**. The results indicate that the Liberty Pike at Royal Oaks Boulevard/Mallory Lane is expected to operate at LOS A in both peak hours with all movements operating at LOS B or better. The v/c for all movements is under 0.85 in both peak hours. The queueing results indicate that under Existing Conditions, the largest 95th percentile queue lengths recorded were along Liberty Pike (EB) with an expected 95th percentile queue of 135 ft.

Liberty Pike at Stanwick Drive operates at an overall LOS A in both peak hours. All movements also operate at a LOS A in both peak hours with a v/c ratio less than 0.85 for all approaches. The 95th percentile queue lengths are expected to be within 100 feet for all movements/approaches during both peak hours.

FHWA Guidance on Roundabout Capacity

Based on Federal Highway Administration (FHWA) guidelines on roundabouts, it is recommended that roundabouts should be designed to operate at no more than 85 percent capacity (or a v/c ratio of 0.85). Above this 85% threshold, delays and queues at the roundabout approaches can start to vary significantly. Additionally, the FHWA provides figures on the maximum capacity for both one-lane and two-lane roundabouts. A typical one-lane roundabout has a capacity of 1,800 vehicles/hour while a two-lane roundabout has a capacity of 3,400 vehicles/hour. As a comparison, based on the Future Year (2050) traffic volumes, the demand at the proposed roundabout at Liberty Pike at Royal Oaks Boulevard/Mallory Lane is projected to be 4,445 and 6,265 vehicles in the AM and PM peak hours, respectively.

Future Year (2050) Build Conditions – Alternative 1 Roundabout

The delay and queuing results for the 2050 scenario is summarized in **Table 7**. The results indicate that the proposed roundabout at Liberty Pike at Royal Oaks Boulevard/Mallory Lane is expected to fail with overall LOS F in both peak hours. The overall v/c ratio exceeds 1.75 and 2.00 in the AM and PM peak hours, respectively, which is more than twice the recommended v/c ratio based on FHWA guidance. The queueing results indicate that 95th percentile queue lengths would exceed over 2,400 ft in the AM peak hour along the northbound approach and over 3,500 ft in the PM peak hour along the eastbound and westbound approaches.

Liberty Pike at Stanwick Drive is expected to continue to operate at an overall LOS A in both peak hours with all individual movements expected to operate at LOS C or better and a v/c ratio less than 0.85 for all approaches. It must however be noted that the roundabout analysis does not take into consideration the queueing and traffic operations at adjacent intersections. Any spillback from the intersection of Liberty Pike at Royal Oaks Boulevard/Mallory Lane will have a negative impact on operations of the roundabout at Liberty Pike at Stanwick Drive. The queueing results indicate that 95th percentile queue lengths in the AM peak hour is expected to be 2120ft along the eastbound approach and 249 ft along the westbound approach in the PM peak hour.

Failure Year Analysis – Alternative 1 Roundabout

Given the proposed roundabout at Liberty Pike at N. Royal Oaks Boulevard/Mallory Lane shows failing operations under 2050 conditions, a failure year analysis was conducted to determine the year in which the roundabout would no longer be able to operate effectively. For this analysis, it was assumed that the proposed development volume grew linearly from 2025 to 2050, for interpolating the traffic volumes.

Based on FHWA guidance, a v/c ratio of under 0.85 is preferred, but for the failure year analysis, a v/c ratio greater than 1.00 was considered as failing. In the AM peak hour, the roundabout is expected to fail in the year 2035 with a v/c ratio of 1.03. In the PM peak hour, the roundabout is expected to fail in the year 2033 with a v/c ratio of 1.08.



Table 6: Base Year (2025) Build Condition Analysis Results – Alternative 1 Roundabout

Intersection	Approach	Movement	Volume to Capacity Ratio (V/C)		Delay (s/veh)		LOS		SimTraffic 95 th Percentile Queue Length (ft.)	
			AM	PM	AM	PM	AM	PM	AM	PM
Liberty Pike at Mallory Lane (Roundabout)	EB	EBL	0.52	0.70	12.9	17.9	B	B	85	130
		EBT	0.52	0.70	7.1	11.7	A	B	85	135
		EBR	0.52	0.70	7.1	11.5	A	B	85	135
		Approach	0.52	0.70	9.5	13.9	A	B	85	135
	WB	WBL	0.55	0.58	16.7	16.0	B	B	90	100
		WBT	0.55	0.58	10.8	10.1	B	B	90	105
		WBR	0.55	0.58	10.5	9.9	B	A	90	105
		Approach	0.55	0.58	11.4	11.2	B	B	90	105
	NB	NBL	0.52	0.53	13.6	14.4	B	B	80	80
		NBT	0.52	0.53	7.9	8.6	A	A	80	85
		NBR	0.52	0.53	8.2	8.8	A	A	80	85
		Approach	0.52	0.53	8.5	9.5	A	A	80	85
	SB	SBL	0.19	0.44	12.1	13.3	B	B	25	65
		SBT	0.19	0.44	5.9	6.8	A	A	25	65
		SBR	0.22	0.26	5.6	5.6	A	A	30	35
		Approach	0.22	0.44	7.2	8.2	A	A	30	65
	Overall		0.55	0.70	9.3	10.7	A	B	90	135
Liberty Pike at Stanwick Drive (Roundabout)	EB	EBL	0.35	0.34	6.0	5.7	A	A	50	45
		EBT	0.35	0.34	5.9	5.6	A	A	50	45
		Approach	0.35	0.34	5.9	5.6	A	A	50	45
	WB	WBT	0.27	0.37	4.5	5.5	A	A	30	55
		WBR	0.27	0.37	4.4	5.4	A	A	30	50
		Approach	0.27	0.37	4.5	5.5	A	A	30	55
	SB	SBL	0.14	0.11	6.3	7.5	A	A	15	10
		SBR	0.14	0.11	6.3	7.5	A	A	15	10
		Approach	0.14	0.11	6.3	7.5	A	A	15	10
	Overall		0.35	0.37	5.4	5.6	A	A	50	55



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

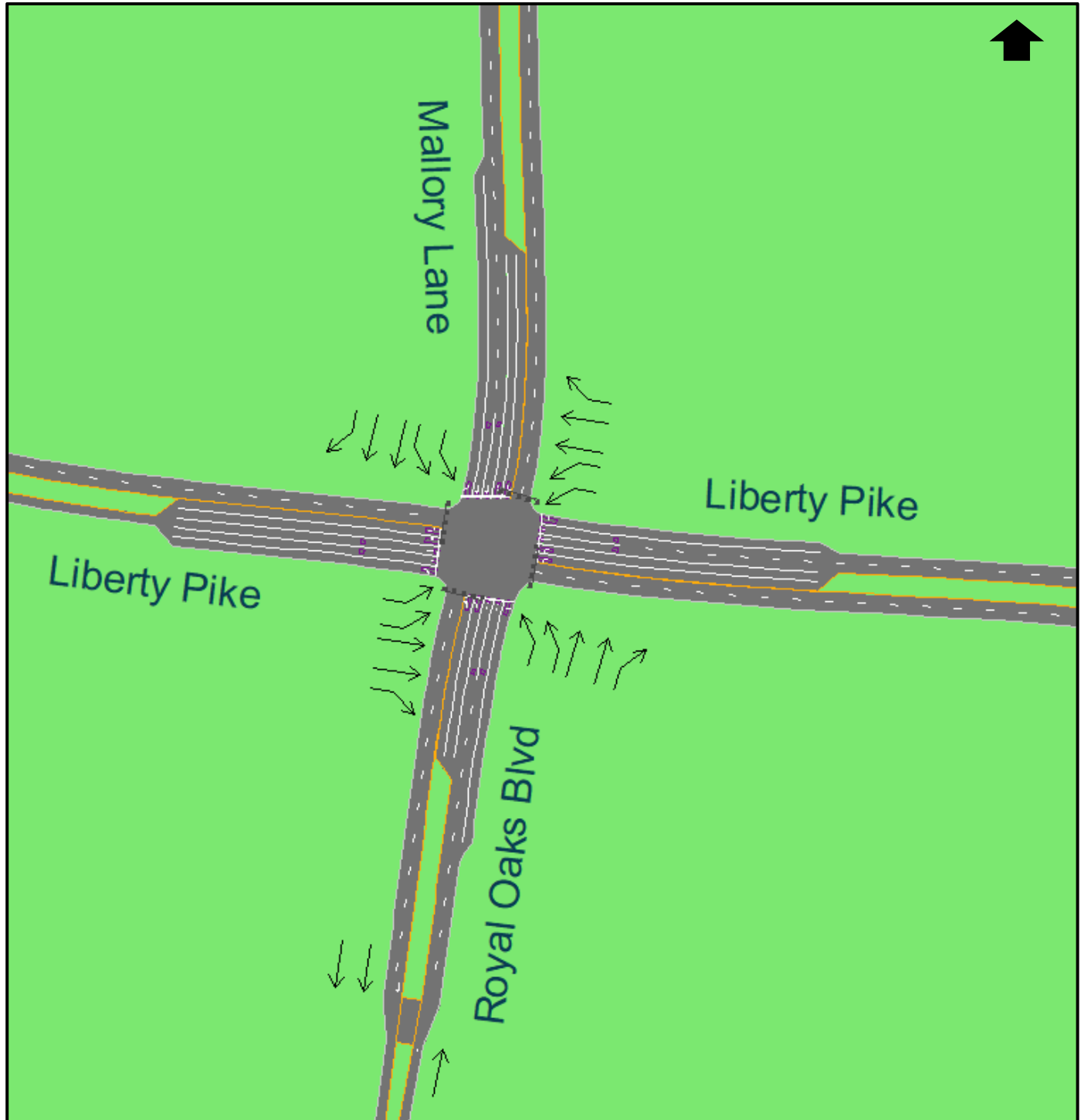
Intersection	Approach	Movement	Volume to Capacity Ratio (V/C)		Delay (s/veh)		LOS		SimTraffic 95 th Percentile Queue Length (ft.)	
			AM	PM	AM	PM	AM	PM	AM	PM
Liberty Pike at Mallory Lane (Roundabout)	EB	EBL	1.35	2.02	176.9	475.3	F	F	2,170	2,995
		EBT	1.35	2.02	170.9	468.8	F	F	2,255	3,525
		EBR	1.35	2.02	170.7	468.5	F	F	2,255	3,525
		Approach	1.35	2.02	172.6	470.7	F	F	2,255	3,525
	WB	WBL	0.99	1.75	43.1	357.9	D	F	495	3,495
		WBT	0.99	1.75	36.8	351.8	D	F	510	3,735
		WBR	0.99	1.75	36.3	351.5	D	F	510	3,735
		Approach	0.99	1.75	37.7	352.6	D	F	510	3,735
	NB	NBL	1.77	1.06	363.4	59.9	F	E	2,010	565
		NBT	1.77	1.06	357.5	53.9	F	D	2,410	610
		NBR	1.77	1.06	357.0	53.4	F	D	2,410	610
		Approach	1.77	1.06	357.7	54.3	F	D	2,410	610
	SB	SBL	0.43	0.96	15.0	34.4	B	C	65	370
		SBT	0.43	0.96	8.1	26.0	A	C	70	425
		SBR	0.43	0.80	6.9	11.3	A	B	65	210
		Approach	0.43	0.96	9.0	22.5	A	C	70	425
	Overall		1.766	2.015	155.0	232.7	F	F	2,410	3,735
Liberty Pike at Stanwick Drive (Roundabout)	EB	EBL	0.74	0.59	12.8	8.9	B	A	220	125
		EBT	0.74	0.59	12.6	8.8	B	A	220	125
		Approach	0.74	0.59	12.6	8.8	B	A	220	125
	WB	WBT	0.45	0.74	5.9	9.9	A	A	75	250
		WBR	0.45	0.74	5.8	9.7	A	A	70	240
		Approach	0.45	0.74	5.9	9.9	A	A	75	250
	SB	SBL	0.25	0.33	11.1	25.0	B	C	20	25
		SBR	0.25	0.33	11.1	25.0	B	C	20	25
		Approach	0.25	0.33	11.1	25.0	B	C	20	25
	Overall		0.74	0.74	10.0	9.7	A	A	220	250



3.3.3 Build Alternative 2 – Traffic Signal with Additional Capacity

Under this alternative, the proposed improvements include dual left turn lanes, dual through lanes, and exclusive right turn lanes for all four of the intersection approaches along with a traffic signal. Liberty Pike at Stanwick Drive remains an unsignalized intersection with stop control for the Stanwick Drive approach. The lane configuration at Liberty Pike at N. Royal Oaks Boulevard/Mallory Lane is presented in **Figure 7**.

Figure 7: Build Alternative 2 – Traffic Signal Lane Configuration



Future Year (2050) Build Conditions – Alternative 2 Traffic Signal with Additional Capacity

The delay and queuing results for Alternative 2 (Traffic Signal) are summarized in **Table 8**. The results indicate that the Liberty Pike at Royal Oaks Boulevard/Mallory Lane would operate at an overall LOS C/E in the AM/PM peak hour, compared to LOS F/F (AM/PM) under 2050 No-Build conditions. The southbound approach is expected to operate at a LOS F in the PM peak hour, while all other approaches are expected to operate at LOS D or better. The queuing results indicate that the largest 95th percentile queues would occur along the westbound (850 feet) and southbound (1,025 feet) approaches in the PM peak hour. In addition to the Future Year 2050 analysis, an additional evaluation was performed for the 2040 scenario, and they are presented in **Appendix A**.

The proposed configuration for Build Alternative 2 (Traffic Signal) includes auxiliary through lanes (additional travel lanes that begin just before and/or end shortly after an intersection) for all four approaches. While northbound and eastbound auxiliary through lanes is expected to work acceptably since the receiving lanes continue several thousand feet beyond the intersection, the southbound and westbound auxiliary through lanes, as shown in the concept (provided by the city) are approximately 600 feet and 800 feet, respectively, before they terminate as right-only lanes. Auxiliary lanes shorter than 1,500 feet typically offer false capacity at the intersection, as the lane utilization is uneven, and fewer vehicles use the auxiliary through lane. The shorter auxiliary through lanes also introduces a “merge” condition, impacting safety performance. The uneven lane utilization in the southbound and westbound approaches are captured in SimTraffic simulations which show queue lengths exceeding 2,000 feet. A sensitivity test was performed where the receiving lanes were extended beyond 1,500 feet, and this mitigated the queueing along both approaches and provided the desired through capacity. For the purposes of reporting queue results, the scenario with extended receiving lanes was used since this would provide a like for like comparison with the results from Alternative 1 (roundabout). However, the auxiliary through lanes in the southbound and westbound directions should be closely monitored and as traffic volumes increase, extending the auxiliary through lanes beyond 1,500 feet should be considered.

The unsignalized intersection of Liberty Pike at Stanwick Drive is expected to operate the same as under 2050 No-Build conditions.

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

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



4. ALTERNATIVES COMPARISON

A comparison of operational performance for the Future Year (2050) scenarios for No-Build, Build Alternative 1 (Roundabout), and Build Alternative 2 (Traffic Signal) is provided in this section.

The results show that at Liberty Pike and Royal Oaks Boulevard/Mallory Lane, Build Alternative 2 (Traffic Signal) operates under capacity with overall LOS E or better while Alternative 2 (Roundabout) is expected to fail with LOS F.

A comparison of delay (expressed in seconds per vehicle) and queuing (in feet) for the No-Build, Build Alternative 1 and Build Alternative 2 are presented in **Tables 10 and 11**, respectively.

Table 10: Future Year 2050 Scenario Comparison– Delay (seconds/vehicle)

Intersection	Approach	Movement	2050 No-Build Delay (sec/veh)		2050 Alternative 1 Roundabout Delay (sec/veh)		2050 Alternative 2 Traffic Signal w Additional Capacity Delay (sec/veh)	
			AM	PM	AM	PM	AM	PM
Liberty Pike at Mallory Lane	EB	EBL	299.3	387.8	176.9	475.3	20.6	69.2
		EBT	225.2	271.5	170.9	468.8	32.5	37.4
		EBR	N/A	N/A	170.7	468.5	19.2	21.7
		Approach	246.6	306.4	172.6	470.7	28.5	45.9
	WB	WBL	185.8	376.5	43.1	357.9	24.9	66.1
		WBT	75.2	365.8	36.8	351.8	29.9	56.9
		WBR	31.2	34.7	36.3	351.5	29.1	21.2
		Approach	83.7	323.4	37.7	352.6	28.9	54.2
	NB	NBL	42.9	79.2	363.4	59.9	28.9	58.1
		NBT	67.7	57.2	357.5	53.9	44.4	58.4
		NBR	0.0	0.0	357.0	53.4	62.0	29.9
		Approach	65.4	60.3	357.7	54.3	49.3	49.3
	SB	SBL	156.2	223.5	15.0	34.4	31.9	101.9
		SBT	68.7	357.4	8.1	26.0	35.8	71.3
		SBR	33.7	84.3	6.9	11.3	30.4	84.8
		Approach	72.2	237.3	9.0	22.5	32.9	81.8
	Overall		143	142.8	260.5	155.0	232.7	34.1
Liberty Pike at Stanwick Drive	EB	EBL	13.7	41.0	12.8	8.9	13.7	41.0
		EBT	0.0	0.0	12.6	8.8	0.0	0.0
	WB	WBT	0.0	0.0	5.9	9.9	0.0	0.0
		WBR	N/A	N/A	5.8	9.7	N/A	N/A
	SB	SBL	88.1	337.8	11.1	25.0	88.1	337.8
		SBR	30.3	321.4	11.1	25.0	30.3	321.4
	Overall		-	-	10.0	9.7	-	-

Note: Green cells indicate LOS A, B or C; yellow cells indicate LOS D, orange cells indicate LOS E and red cells indicate LOS F.



Table 11: Future Year 2050 Scenario Comparison - Queues

Intersection	Approach	Movement	SimTraffic 95 th Percentile Queue Length (ft.)					
			2050 No-Build		2050 Alternative 1 Roundabout		2050 Alternative 2 Traffic Signal w Additional Capacity	
			AM	PM	AM	PM	AM	PM
Liberty Pike at Mallory Lane	EB	EBL	290	300	2,170	2,995	185.0	335.0
		EBT	740	720	2,255	3,525	315.0	460.0
		EBR	N/A	N/A	2255.00	3525.00	65.0	125.0
	WB	WBL	370	345	495	3,495	100.0	430.0
		WBT	2,595	5,070	510	3,735	275.0	850.0
		WBR	1,890	5,195	510	3,735	155.0	465.0
	NB	NBL	105	125	2,010	565	125.0	195.0
		NBT	4,995	4,930	2,410	610	280.0	365.0
		NBR	235	345	2,410	610	240.0	280.0
	SB	SBL	355	5,160	65	370	80.0	380.0
		SBT	200	5,210	70	425	135.0	1025.0
		SBR	0	0	65	210	120.0	510.0
Liberty Pike at Stanwick Drive	EB	EBL	50	70	220	125	50	70
		EBT	5,680	5,555	220	125	5,680	5,555
	WB	WBT	0	5	75.00	250.00	0	5
		WBR	N/A	N/A	70	240	N/A	N/A
	SB	SBL	110	105	20	25	110	105
		SBR	1415	1,320	20	25	1415	1,320



5. CONCLUSION

Background

RK&K was contracted by the City of Franklin to perform a traffic operational analysis to evaluate the intersection of Liberty Pike and N. Royal Oaks Boulevard/Mallory Lane and at Stanwick Drive in Williamson County, Tennessee. The purpose of this report is to provide an updated traffic analysis of the proposed improvements and compare the findings from 2020 Traffic Study.

The proposed improvements from the 2020 Traffic Study included the conversion of both the study intersections to a roundabout. The roundabout proposed at the intersection of Liberty Pike at Stanwick Drive is a three-leg roundabout with two-lane entries at both Liberty Pike approaches and a single-lane entry at the Stanwick Drive approach (also referred to as a 2x1 roundabout). The roundabout proposed at the intersection of Liberty Pike at Royal Oaks Boulevard/Mallory Lane is a four-leg dual lane roundabout with two-lane entries at all four approaches and a bypass lane for the southbound right turn movement.

In addition to the evaluation of the roundabout as proposed in the 2020 Traffic Study, this memorandum also presented the results for the traffic signal alternative at Liberty Pike and N. Royal Oaks Boulevard/Mallory Lane intersection. The proposed geometry for the traffic signal alternative matches the “full build-out” scenario evaluated in the 2020 Traffic Study, which included dual left turn lanes, dual through lanes, and exclusive right turn lanes for all four approaches.

Volume Development

The analysis presented in this memorandum were based on traffic counts from 2025. Growth rates were revised based on the GNRC travel demand model outputs and feedback from the city. The first step was to compare the traffic volumes from the 2020 Traffic Study with this study (2025 Traffic Study), while ensuring both sets of volumes were extrapolated/interpolated to the same Future Year of 2050 to provide a like for like comparison. The 2020 Traffic Study primarily included two sets of traffic volume scenarios, and upon comparison, it was determined that the projected volumes in this 2025 Traffic Study showed Future Year (2050) traffic volumes to be generally in between the two sets of traffic volumes from the 2020 Traffic Study.

Build Alternative 1 - Roundabout

Traffic analysis results for Build Alternative 1 (Roundabout) show that the proposed roundabout at Liberty Pike and N. Royal Oaks Boulevard/Mallory Lane fails with LOS F in the Future Year of 2050. The overall volume to capacity (v/c) ratio exceeds 1.75 and 2.00 in the AM and PM peak hours, respectively, which is more than twice the recommended v/c ratio (which is 0.85) based on FHWA guidance. The queueing results indicate that maximum queues would exceed over 2,400 ft in the AM peak hour along the northbound approach and over 3,500 ft in the PM peak hour along the eastbound and westbound approaches. Based on FHWA guidance, the capacity of a two-lane roundabout is around 3,400 vehicles/hour. As a comparison, in the Future Year 2050 Build scenario, the proposed roundabout at Liberty Pike at Royal Oaks Boulevard/Mallory Lane is projected to serve 4,445 and 6,265 vehicles in the AM and PM peak hours, respectively. A failure year analysis was conducted to determine the year at which the proposed roundabout configuration would fail, and the results showed that in the AM peak hour, the roundabout begins to fail in the year 2035 while in the PM peak hour, the roundabout is projected to fail in 2033. These results are also generally in line with the results from the 2020 Traffic Study which showed failing LOS in the 2040/2041 scenarios.



Build Alternative 2 – Traffic Signal with Additional Capacity

Traffic analysis results for Build Alternative 2 (Traffic Signal) show that the proposed traffic signal alternative with additional capacity at Liberty Pike and N. Royal Oaks Boulevard/Mallory Lane operates at an overall LOS C/E in the AM/PM peak hour, compared to LOS F/F (AM/PM) under 2050 No-Build conditions. The southbound approach is expected to operate at a LOS F in the PM peak hour, while all other approaches are expected to operate at LOS D or better. The queuing results indicate that the largest 95th percentile queues would occur along the westbound (850 feet) and southbound (1,025 feet) approaches in the PM peak hour.

The proposed configuration for Build Alternative 2 (Traffic Signal) includes auxiliary through lanes (additional travel lanes that begin just before and/or end shortly after an intersection) for all four approaches. While northbound and eastbound auxiliary through lanes is expected to work acceptably since the receiving lanes continue past the intersection, the southbound and westbound auxiliary through lanes, as shown in the concept (provided by the city) are approximately 600 feet and 800 feet, respectively, before they terminate as right-only lanes. Auxiliary lanes shorter than 1,500 feet typically offer false capacity, as the lane utilization is uneven, and fewer vehicles use the auxiliary through lane. The shorter auxiliary through lanes also introduces a “merge” condition, impacting safety performance. The uneven lane utilization in the southbound and westbound approaches are captured in SimTraffic which show queue lengths exceeding 2,000 feet. A sensitivity test was performed where the receiving lanes were extended beyond 1,500 feet, and this mitigated the queueing along both approaches and provided the desired through capacity. For the purposes of reporting queue results, the scenario with extended receiving lanes was used since this would provide a like for like comparison with the results from Alternative 1 (roundabout). However, the auxiliary through lanes in the southbound and westbound directions should be closely monitored and as traffic volumes increase, extending the auxiliary through lanes should be considered.

The unsignalized intersection of Liberty Pike at Stanwick Drive is expected to experience LOS F conditions for the southbound approach due to lack of gaps, with the growth in traffic along Liberty Pike. The proposed roundabout evaluated as part of Alternative 1, or a traffic signal is expected to address any operational issues at this intersection.



APPENDIX A



Build Alternative 2 Traffic Signal - Interim Year (2040) Conditions

The delay and queuing results for the 2040 scenario for Build Alternative 2 (Traffic Signal) are summarized in **Table A1**. The results indicate that the Liberty Pike at Royal Oaks Boulevard/Mallory Lane would operate at an overall LOS C during the AM peak hour and LOS D during the PM peak hour. The southbound approach is expected to operate at a LOS E in the PM peak hour, while all other approaches are expected to operate at LOS D or better. The queueing results indicate that significant queuing would occur along the westbound approach in the PM peak hour. However, the 95th percentile queues is expected to be less than 1,600 ft, meaning that queuing would not spill back to the upstream signalized intersection of Liberty Pike and Carothers Parkway.

At the Liberty Pike and Stanwick Drive intersection, operational issues for the southbound approach would occur. The southbound left turn movement would be expected to operate at a LOS E in the AM peak hour and LOS F in the PM peak hour. The southbound right turn would be expected to operate at LOS F in the PM peak hour. These operational issues are a result of a lack of gaps in traffic due to the heavy volumes on Liberty Pike.

Table A1: Interim Year 2040 Analysis Results – Build Alternative 2 Traffic Signal

Intersection	Approach	Movement	V/C		Delay (s/veh)		LOS		SimTraffic 95th percentile Queue (ft.)	
			AM	PM	AM	PM	AM	PM	AM	PM
Liberty Pike at Mallory Lane	EB	EBL	0.49	0.65	15.2	21.8	B	C	140	205
		EBT	0.56	0.49	22.7	24.2	C	C	225	240
		EBR	0.10	0.13	16.6	19.6	B	B	40	55
		Approach	-	-	20.0	23.1	B	C	-	-
	WB	WBL	0.23	0.47	16.6	18.8	B	B	80	1,100
		WBT	0.41	0.62	22.6	28.3	C	C	270	1,575
		WBR	0.35	0.36	22.6	24.5	C	C	120	310
		Approach	-	-	21.7	25.6	C	C	-	-
	NB	NBL	0.10	0.27	30.3	33.4	C	C	65	120
		NBT	0.74	0.63	43.3	42.8	D	D	235	250
		NBR	0.77	0.69	46.3	45.7	D	D	150	175
		Approach	-	-	43.3	42.6	D	D	-	-
	SB	SBL	0.36	0.62	32.3	34.4	C	C	75	345
		SBT	0.36	0.78	36.8	45.6	D	D	135	475
		SBR	0.58	1.07	32.5	98.9	C	F	70	320
		Approach	-	-	34.1	62.4	C	E	-	-
	Overall		-	-	28.2	39.2	C	D	-	-





File #: 26-0185

DATE: 3/10/2026
TO: Board of Mayor and Aldermen
FROM: Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of COF Contract No. 2026-0079, With Westhaven Owner, L.P. For Reimbursement Agreement For Boyd Mill Pike Development Project
WS 1/13/26

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2026-0079 with Westhaven Owner, L.P. for reimbursement agreement for the Boyd Mill Pike development project.

BACKGROUND/STAFF COMMENTS:

Over the past several years, the City of Franklin and Southern Land Company have discussed potential improvements to Boyd Mill Pike between Stonewater Boulevard and Championship Boulevard. When the Westhaven Development Concept Plan was approved in the early 2000s, Boyd Mill Pike was generally understood to function as a Heritage Road, intended to be preserved in its existing character rather than upgraded to full urban standards.

As part of the Concept Plan approval, the following condition was placed on the development:

“The applicant shall address the proposed status of Boyd Mill Pike (i.e., abandon, upgrade, or leave the road as is).”

City staff has historically interpreted this condition to mean that any improvements to Boyd Mill Pike associated with the development would be the responsibility of the developer. Consistent with that interpretation, crash data from AASHTOWare shows only one recorded crash on this segment in the past five years, and none of the traffic studies submitted by Southern Land Company or its consultants have identified a need for improvements along this portion of the roadway.

Southern Land Company has recently requested that the Board of Mayor and Aldermen consider contributing funding toward potential improvements and has specifically requested a \$400,000 City contribution. This request, along with the historical context and staff's interpretation of the original

development conditions, was presented to the Board at the January 13, 2026, Work Session. During that discussion, the Board expressed interest in participating in the project and indicated a desire to advance it as a priority capital improvement.

FINANCIAL IMPACT:

The City agrees to reimburse the Developer up to a maximum of four hundred thousand dollars (\$400,000.00) towards the construction of the Improvements.

RECOMMENDATION:

Based on feedback from the Board, staff recommends that COF Contract No. 2026-0079 be approved by the Board of Mayor and Aldermen for approval.

**BOYD MILL PIKE (STONEWATER BOULEVARD TO CHAMPIONSHIP BOULEVARD) REIMBURSEMENT
AGREEMENT
COF CONTRACT NO. 2026-0079**

This agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and Westhaven Owner, LP ("Developer"), on this the ____ day of _____, 2026.

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission the Westhaven PUD Subdivision for approval (the "Development Project"); and

WHEREAS, Boyd Mill Pike is a public roadway within or adjacent to the Westhaven PUD Subdivision that requires safety improvements between Stonewater Boulevard and Championship Boulevard; and

WHEREAS, the total estimated cost to design and construct the improvements to Boyd Mill Pike between Stonewater Boulevard and Championship Boulevard is \$1,277,660, and the Developer has requested that the City contribute Four Hundred Thousand Dollars (\$400,000) toward the cost of said improvements; and

WHEREAS, the City has determined that the proposed improvements to Boyd Mill Pike are in the public interest and will enhance roadway safety and overall transportation function for residents, businesses, and visitors; and

WHEREAS, the Developer has agreed to design and construct the improvements to Boyd Mill Pike in accordance with City standards, subject to the terms and conditions of this Agreement; and

WHEREAS, the parties desire to establish their respective responsibilities for funding, constructing, inspecting, and accepting the improvements, and to ensure that the work is completed in accordance with approved plans and all applicable laws and regulations;

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

1. **PURPOSE.** The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the provision of reimbursement for improvements to Boyd Mill Pike between Stonewater Boulevard and Championship Boulevard.
2. **TERM.** This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fully fulfilled their obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.
3. **Project.** The Developer has submitted reliable cost information for the design and construction of improvements to Boyd Mill Pike between Stonewater Boulevard and Championship Boulevard (the "Improvements").
4. **CITY REIMBURSEMENT.** The City agrees to reimburse the Developer up to a maximum of **Four Hundred Thousand Dollars (\$400,000.00)** towards the costs associated with the design, right-of-way acquisition, easement acquisition, permitting, and construction of the Improvements.

5. APPROVAL OF CONSTRUCTION DOCUMENTS. Prior to initiating right-of-way acquisition, easement acquisition, or construction activities, the Developer shall submit construction documents to the City Engineer for review and approval. The Developer acknowledges that failure to obtain such approval may result in loss or reduction of City reimbursement, as determined by the City Engineer.

6. PERMITS. The Developer shall be solely responsible for obtaining and complying with all required local, state, and federal permits associated with the Improvements.

7. Reimbursement and Final Acceptance.

- a. Prior to reimbursement and City acceptance of the Improvements, the Developer shall coordinate final inspections with the City and obtain written acceptance from the Street Department or the City Engineer.
- b. Following City acceptance, the Developer shall submit an invoice for reimbursement, including copies of approved contracts, contractor invoices, partial lien waivers for all contracted work, and proof of payment. All invoices shall be submitted on the latest City-approved forms as required by the City Engineer.
- c. The City shall reimburse the Developer within thirty (30) days of receipt of an approved invoice and confirmation of acceptance of the Improvements by the Street Department or the City Engineer.

8. INDEMNIFICATION.

- a. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Developer under this Agreement or otherwise, Developer shall indemnify and hold harmless the City, and the officers, directors, members, partners, employees, agents, consultants and subcontractors, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Improvements, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the improvements itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Developer, and any contractor and any subcontractor, and any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable.
- b. In any and all claims against City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Developer, and contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable, the indemnification obligation under the paragraph above will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, or any contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

9. MISCELLANEOUS.

- a. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.

- b. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- d. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
- e. Assignment. The rights and obligations of this Agreement are not assignable without prior written consent of the City.
- f. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- g. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2026.

The remainder of this page is intentionally left blank. Signature pages follow.

WITNESS our hands on the dates as indicated.

DEVELOPER

Westhaven Owner, LP

By: 

Print Name: Brian Sewell

Title: Authorized Signatory

New York
STATE OF ~~TENNESSEE~~)
COUNTY OF New York)

Before me, Michael P. Botwinick, a Notary Public of said County and State, personally appeared Brian Sewell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be the Authorized Signatory (or other officer authorized to execute the instrument) of Westhaven Owner LP, the within named bargainor, a TW (L.M.H.) Partnership, and that he as such Authorized Signatory executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this 28th day of February, 2026.


Notary Public

My Commission Expires: 8/22/26

MICHAEL P BOTWINICK
Notary Public, State of New York
No. 02BO6438715
Qualified in New York County
Commission Expires 08/22/2026

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE

Mayor

Date: _____

By: _____

ANGIE SKARP

City Recorder

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared **DR. KEN MOORE and ANGIE SKARP**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Recorder, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Approved as to form by:

William E. Squires, Deputy City Attorney