



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, April 28, 2026

4:30 PM

Williamson County
Auditorium

MEETING LOCATION

Williamson County Auditorium
1320 West Main Street

CALL TO ORDER

CITIZEN COMMENTS

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

WORK SESSION DISCUSSION ITEMS

1. Presentation Of Housing Study By The Williamson County Association Of Realtors And Bowen National Research

Sponsors: Patrick Bowen, Bo Patten

2. Consideration Of Event Permit For The Heritage Ball Sponsored By The Heritage Foundation At Bicentennial Park On September 12, 2026

Sponsors: Lisa Clayton, Milissa Reiersen, Monique McCullough

3. *Consideration Of COF Contract No. 2026-0126, With ECG Wood Duck, LP For A Development Agreement Establishing Conditions For Issuance Of Building Permits

Sponsors: Tom Marsh, Shanna McCoy

4. Presentation Of The New City Hall Redevelopment Block Guaranteed Maximum Price

Sponsors: Mark Hilty, Kelly Dannenfelser, Chris Koeper

5. *Consideration Of Resolution 2026-16, A Resolution Authorizing The Execution Of COF Contract No. 2026-0155 With Hamilton Young For Commercial Brokerage Services And Property Management Services For The Commercial Tenant Spaces As Part Of The City Hall Redevelopment Block

Sponsors: Mark Hilty, Kelly Dannenfelser

6. *Consideration Of COF Contract No. 2026-0056, With Nashville Office Interiors For Furniture Distributor Services For The New Franklin City Hall

Sponsors: Eric Stuckey, Mark Hilty, Kelly Dannenfelser

7. Discussion Relating To The Potential Use Of An Infrastructure Development District For The Armistead Development Located At The Northwest Corner Of New Hwy 96 West And Mack Hatcher Parkway

Sponsors: Walter Denton, Kristine Brock

8. Consideration Of Resolution 2026-31, A Resolution For The City of Franklin Closed Employees' Pension Plan, Providing A Cost Of Living Adjustment To The Monthly Benefit For Retired Recipients, Effective July 2026

Sponsors: Kristine Brock, Sara Sylvis

9. Consideration Of Ordinance 2025-54, An Ordinance To Rezone 202.60 Acres To Revise The Hillside Hillcrest Overlay (HHO) District Boundaries For The Property Located South Of Mack Hatcher Memorial Parkway And East Of Franklin Road, At 354 Franklin Road. Establishing A Public Hearing On May 12, 2026

FMPC 2/26/26, 8-0 defer to 3/26/26; 3/26/26, 7-0

WS 4/14/26

BOMA 4/14/26, 5-1

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

10. Discussion Of Pedestrian Crosswalk At Mack Hatcher And South Royal Oaks

Sponsors: Paul Holzen

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 #: 26-0239

DATE: 4/28/2026
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Patrick Bowen
Bo Patten

SUBJECT:

Presentation Of Housing Study By The Williamson County Association Of Realtors And Bowen National Research

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning

BACKGROUND/STAFF COMMENTS:

(Brief description of the history and supporting information regarding the item, including an explanation of why staff is recommending the action.)

FINANCIAL IMPACT:

This item is for informational purposes only.

RECOMMENDATION:

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

Franklin, Tennessee Housing Needs Assessment



**BOWEN
NATIONAL
RESEARCH**

Trusted Service | National Experience

CONTACT: Patrick Bowen

patrickb@bowennational.com

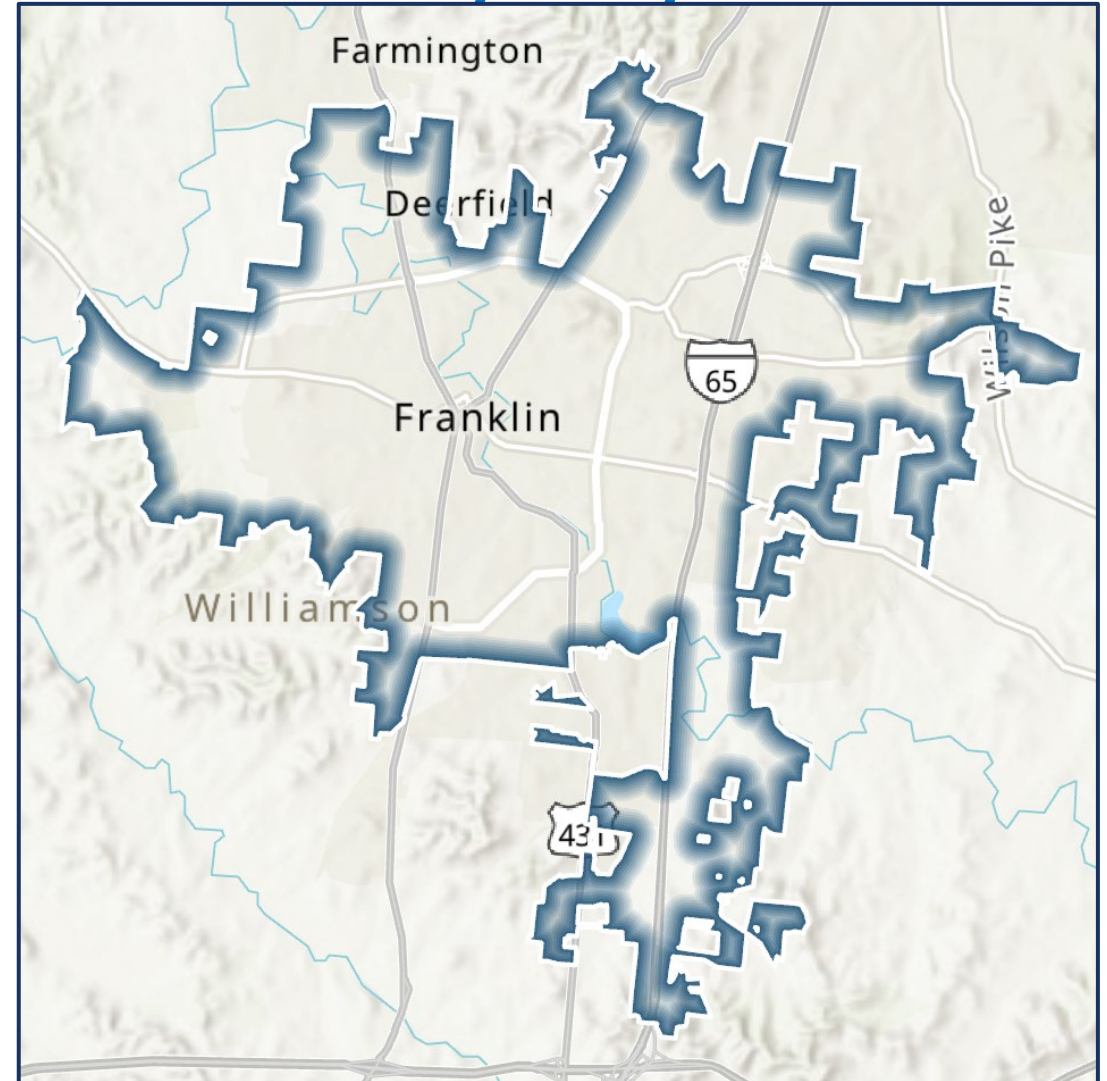
614-833-9300

Study Area & Scope of Work

Scope of Work

- Study of City of Franklin (PSA) with comparison to the balance of Williamson County (SSA)
- Demographic Characteristics and Trends
- Economic Conditions & Investments
- Existing Housing Stock (Rental & For-Sale)
- Evaluation of Transportation Accessibility & Costs
- Identification of Development Opportunity Locations
- Evaluation of Residential Development Costs & Potential Housing Regulatory Barriers
- Identification Of Potential Developers/Investors
- Review Of Housing Programs
- Online Employer & Stakeholder Surveys
- Quantified Rental & For-Sale Housing Gaps by Various Levels of Affordability

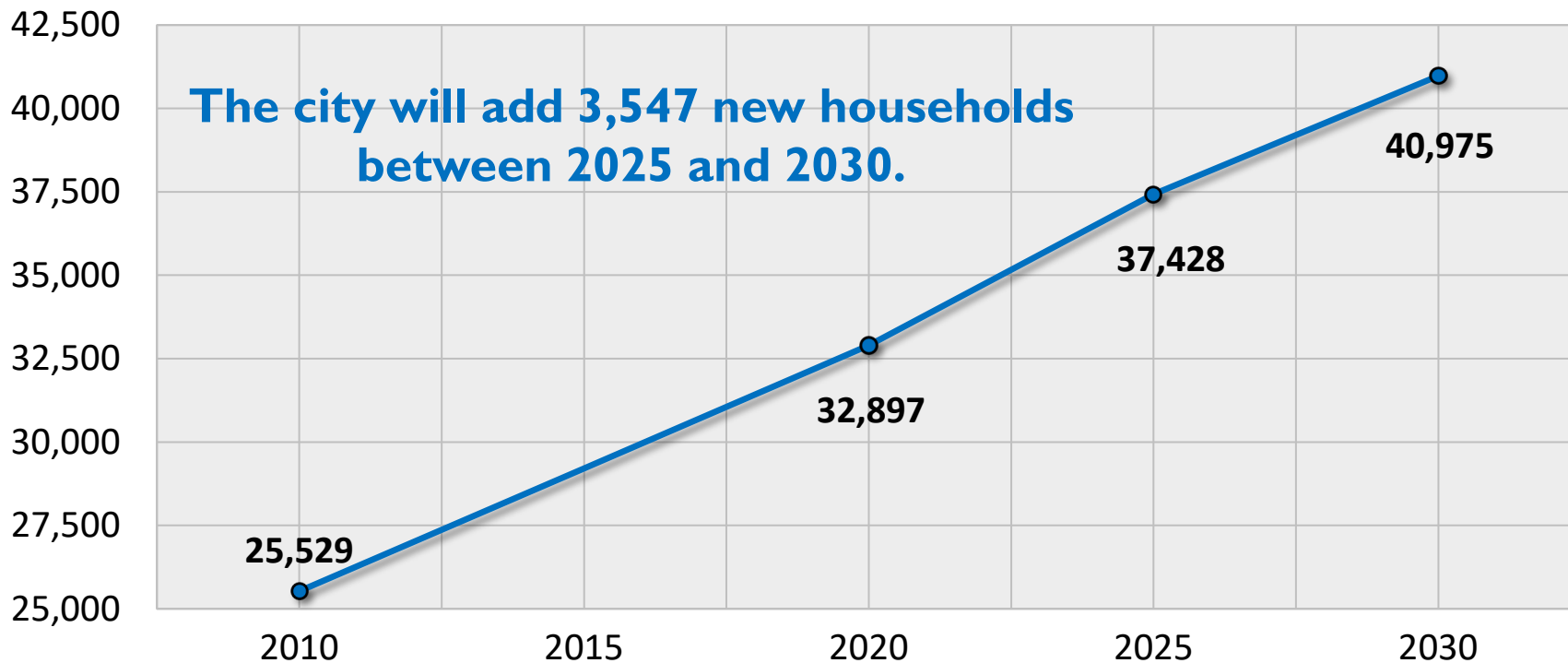
Primary Study Area



Demographics – Overall Household Growth Trends

Exceptional Household Growth within Franklin Since 2010 has Contributed to Strong Demand for Additional Housing Alternatives, a Trend that is Expected to Continue for the Foreseeable Future.

PSA Household Growth Trends (2010-2030)



The projected household growth over the next five years will contribute to the need for additional housing units. However, other factors also impact the housing needs of the city.

Demographics – Households and Household Change

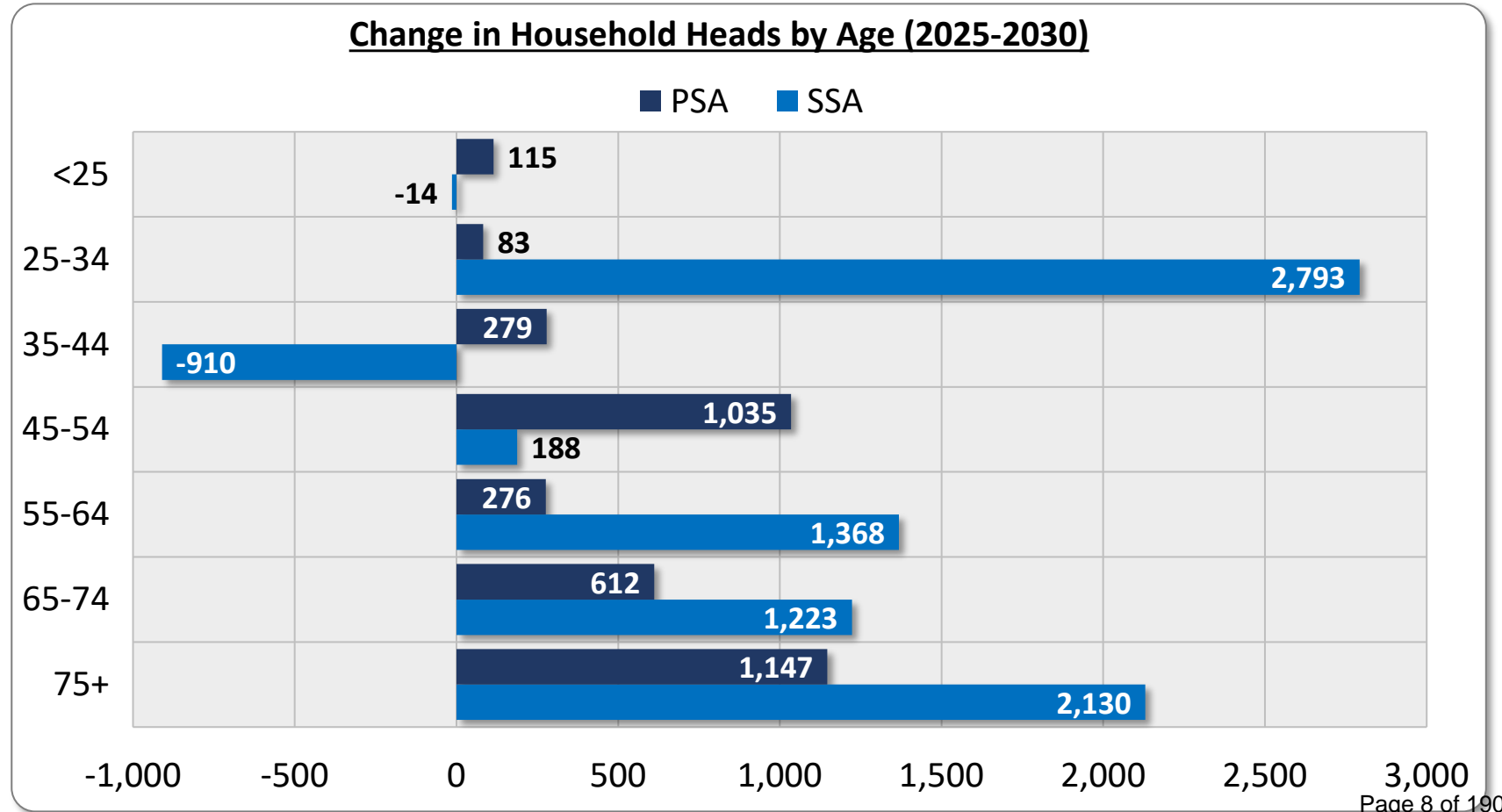
	Total Households				Household Change					
	2010	2020	2025	2030	2010-2020		2020-2025		2025-2030	
	Census	Census	Estimated	Projected	Number	Percent	Number	Percent	Number	Percent
Franklin	25,529	32,897	37,428	40,975	7,368	28.9%	4,531	13.8%	3,547	9.5%
Balance of County	39,364	53,987	61,111	67,889	14,623	37.1%	7,124	13.2%	6,778	11.1%
Williamson County	64,893	86,884	98,539	108,864	21,991	33.9%	11,655	13.4%	10,325	10.5%
Tennessee	2,493,587	2,742,946	2,922,709	3,068,642	249,359	10.0%	179,763	6.6%	145,933	5.0%

In 2025, there is an Estimated Total of 37,428 Households in the PSA, Reflecting an Increase of 4,531 (13.8%) Households Compared to 2020. Similarly, the 61,111 Households in the SSA in 2025 Reflects an Increase of 7,124 (13.2%) Households Since 2020.

Demographics – Household Heads by Age

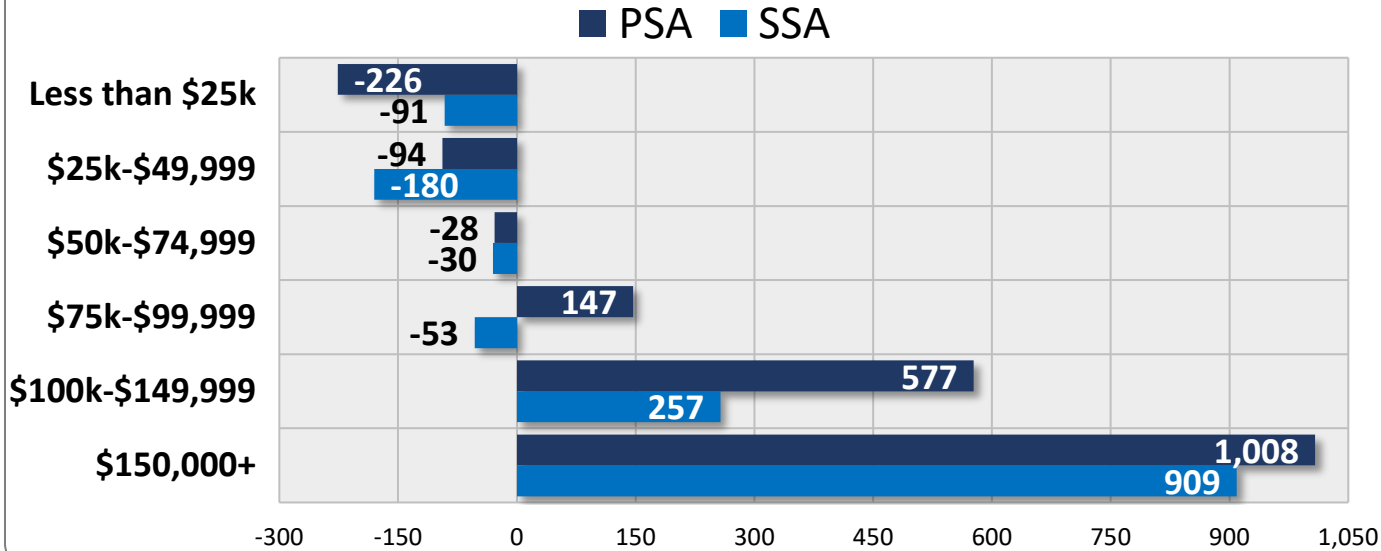
Changes in Households by Age, which Includes New Households Entering the PSA (Franklin) and Existing Households Aging in Place, will Influence Future Housing Demand for both Family and Senior-Oriented Housing.

Household growth in Franklin is projected across all age cohorts between 2025 and 2030, with the largest increases projected to occur among households between the ages of 45 and 54 and households aged 75 and older.



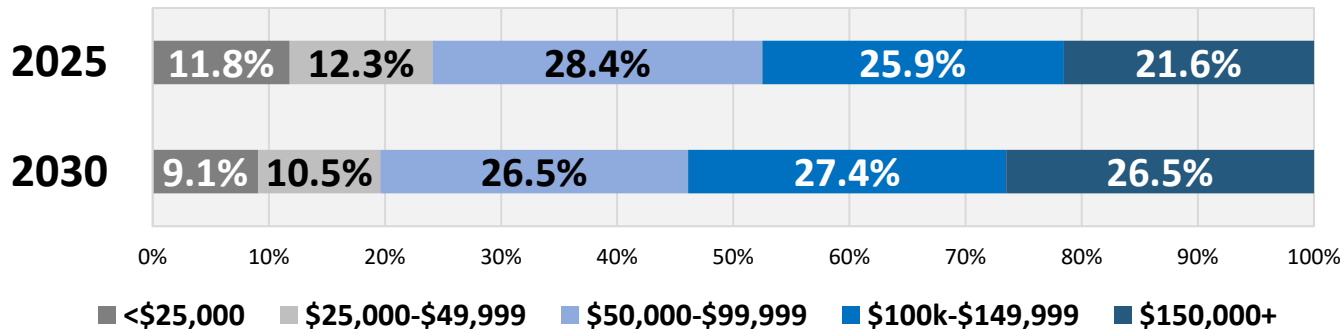
Demographics – RENTER Households by Income

Change in Renter Households by Income (2025-2030)



Between 2025 and 2030, renter household growth in the PSA is expected to occur among moderate- and higher-income households (earning above \$75,000 annually), leading to increased demand for moderately priced workforce housing and high-end rental housing.

PSA Distribution of Renter Households by Income 2025/2030

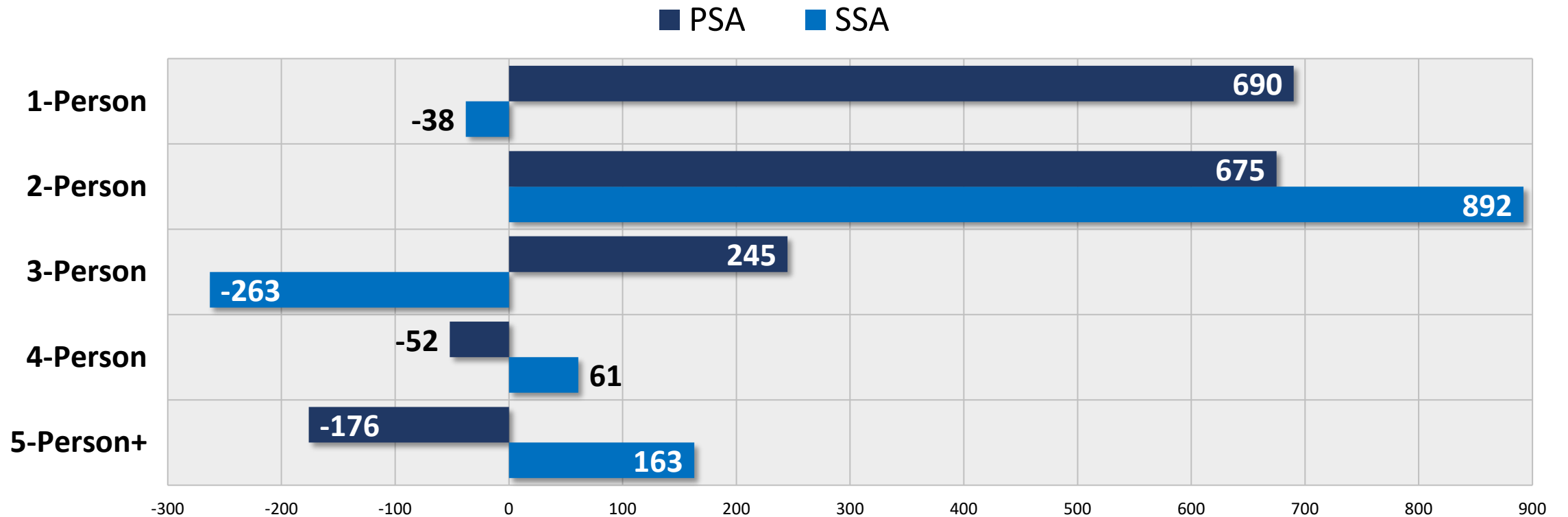


Over three-quarters (75.9%) of the PSA's renter households earn \$50,000 or more in 2025, yet there are approximately 5,748 cost burdened (paying over 30% of income toward housing costs) renter households in Franklin. As such, affordable rental alternatives will remain a critical component to the local housing market.

Demographics – Change in RENTER Households by Size

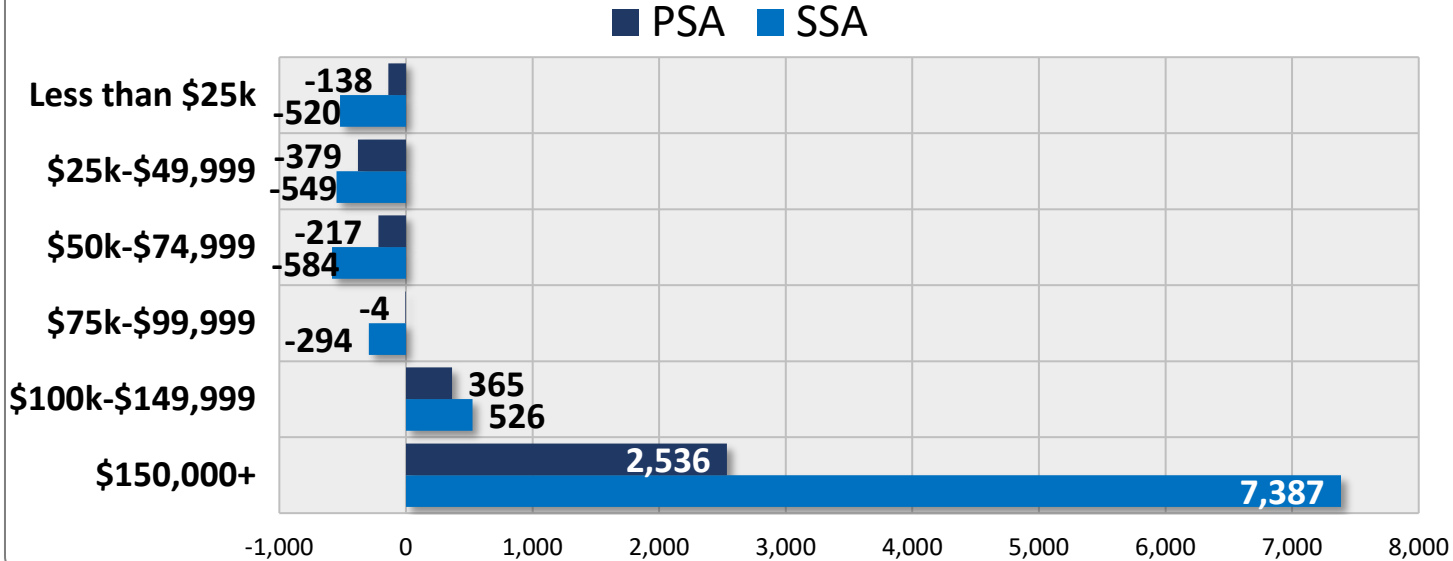
Between 2025 and 2030, **Most Renter Household Growth by Household Size** in the PSA is Expected to Occur Among **One- and Two-Person Households**, though **Notable Growth** is also Expected Among **Three-Person Households**.

Change in Persons per Renter Household (2025-2030)



Demographics – OWNER Households by Income

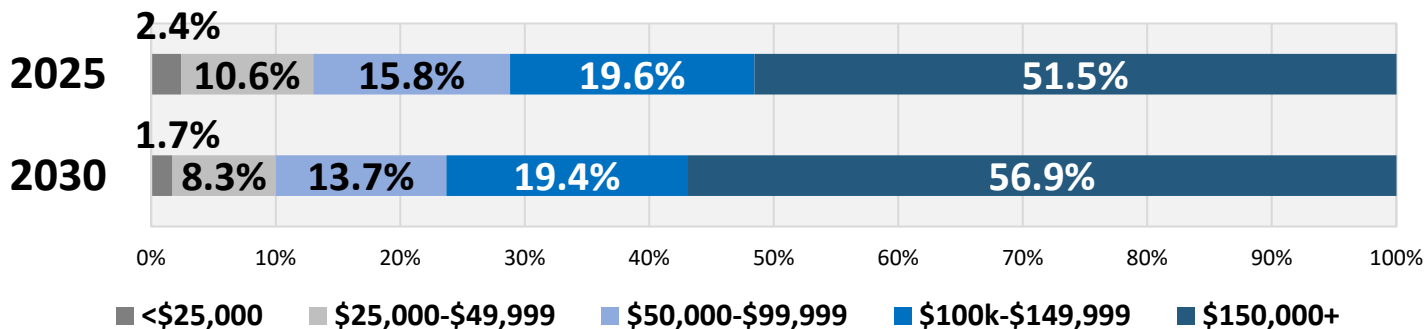
Change in Owner Households by Income (2025-2030)



Although owner household growth between 2025 and 2030 is projected to occur among households earning \$100,000 or more, a household would need to have an income of at least \$262,500 annually to afford a home at the current median list price of \$875,000. As such, for-sale housing affordability should continue to be a part of future housing discussions in the city.

PSA Distribution of Owner Households by Income

2025/2030

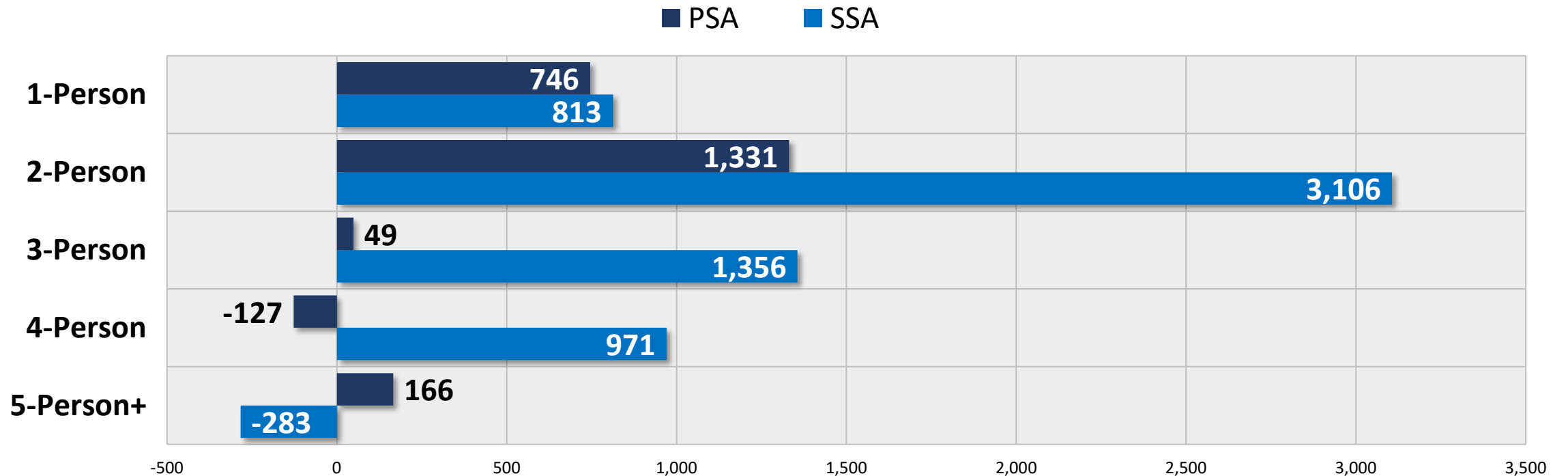


In 2025, 71.1% of owner households in the PSA earn \$100,000 or more. Despite this, there are over 4,800 owner households in Franklin that are housing cost burdened (paying over 30% of income toward housing costs).

Demographics – Change in OWNER Households by Size

Owner Household Growth by Household Size within the PSA (Franklin) Between 2025 and 2030 is Projected to Primarily Occur Among **One- and Two-person Households**.

Change in Persons per Owner Household (2025-2030)



Housing Cost Burdened Households

- There are an estimated **10,585 households** living within the city that are **housing cost burdened**. Of these, **4,489** are **severe housing cost burdened**.
- Despite the relatively high household incomes within Franklin, the city's shares of cost burdened households (43.8% renters and 19.9% owners) are very similar to state shares (43.6% renters and 18.1% owners). As such, housing affordability is a challenge in the market.

Area	Cost Burdened		Total Cost Burdened	Severe Cost Burdened		Total Severe Cost Burdened
	Renter	Owner		Renter	Owner	
Franklin	5,748	4,837	10,585	2,520	1,969	4,489
Balance of County	3,397	10,683	14,080	1,570	4,582	6,152
Williamson County	9,145	15,520	24,665	4,090	6,551	10,641
Tennessee	423,018	353,400	776,418	203,747	144,484	348,231

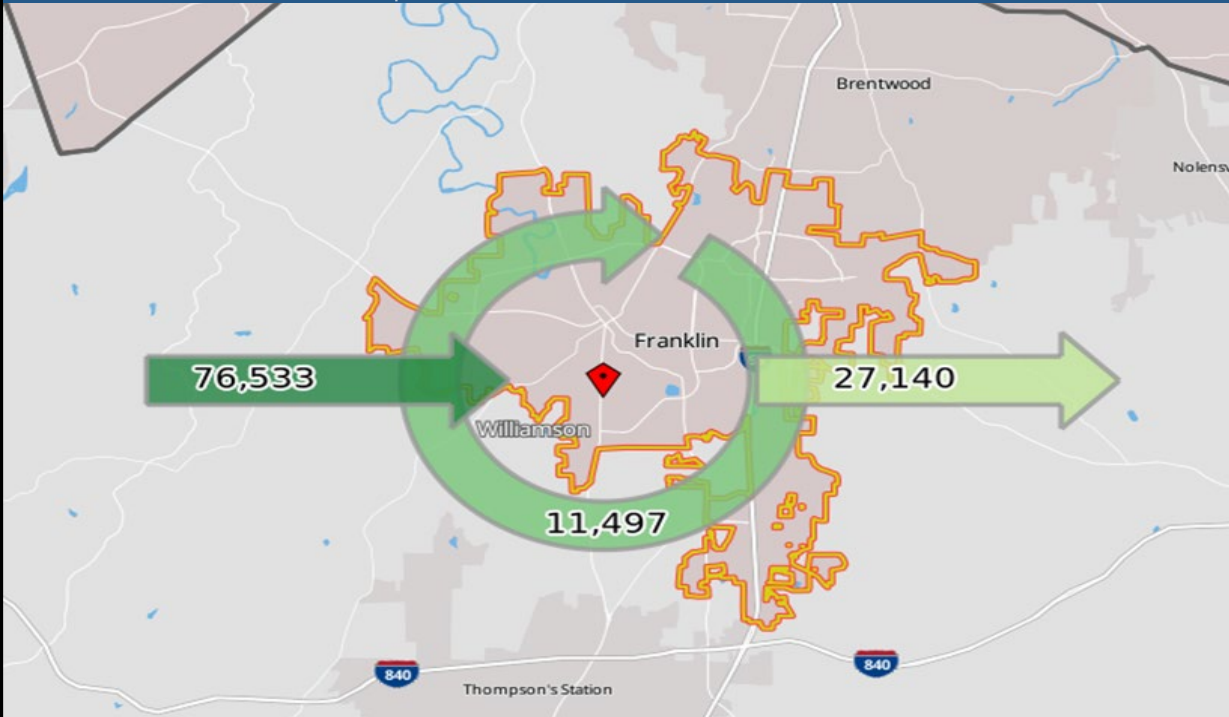
Housing cost burden households pay over 30% of income toward housing

Severe housing cost burden households pay over 50% of income toward housing

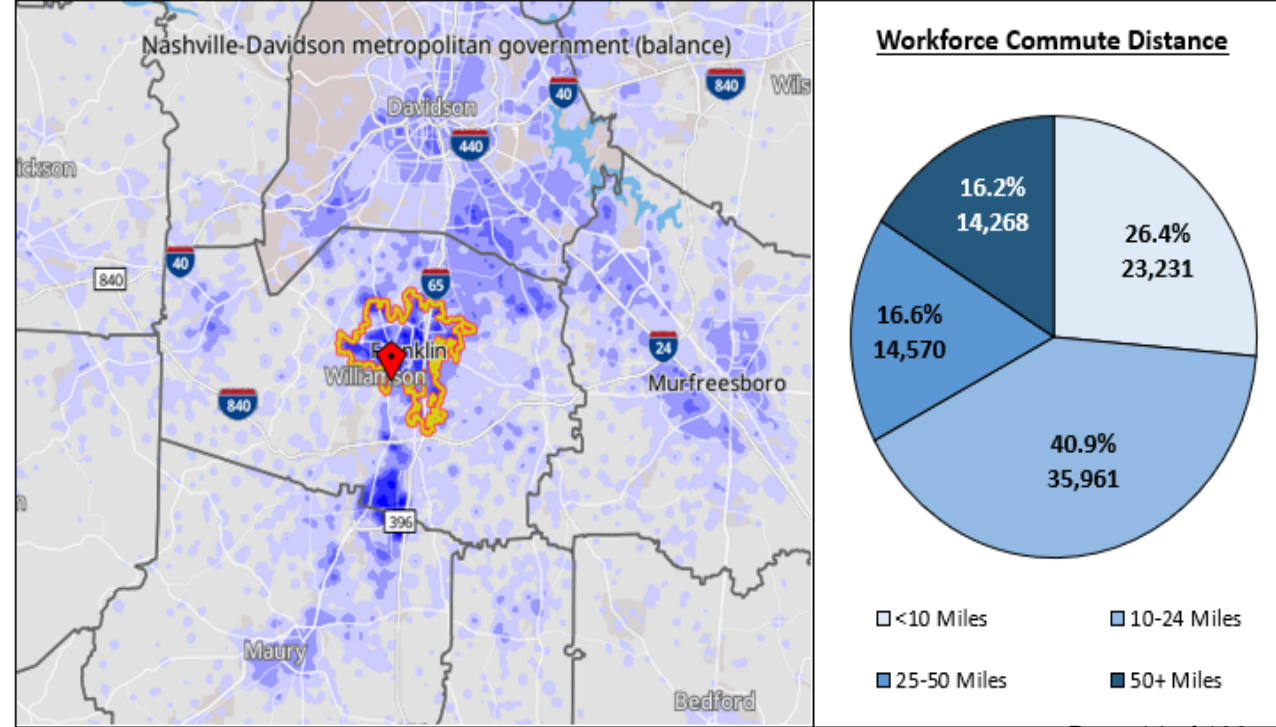
Commuting Patterns

76,533 People Commute into the PSA (Franklin) from Surrounding Areas for Employment. These Non-Residents Account for 86.9% of the People Employed in the PSA and Represent a Notable Base of Potential Support for Future Residential Development. Note that 14,268 (16.2%) Commute 50+ Miles to Work.

Franklin, TN – Inflow/Outflow Job Counts in 2022



Franklin, TN Workforce – Place of Residence/Commute Distance All Jobs (2022)



Multifamily Rental Housing

Although There are Nearly 300 Income-Restricted Units Offered in the PSA that Serve Lower-Income Households, All Such Units are Occupied and Nearly 200 Households are on Wait Lists for Affordable Rentals. Regardless, Demand for Rental Housing Alternatives at All Affordability Levels is Strong.

Surveyed Multifamily Rental Housing				
Project Type	Projects Surveyed	Total Units	Vacant Units	Occupancy Rate
PSA (Franklin)				
Market-rate	35	9,864	506	94.9%
Tax Credit/Government-Subsidized	4	236	0	100.0%
Government-Subsidized	4	54	0	100.0%
Total	43	10,154	506	95.0%
SSA (Balance of County)				
Market-rate	9	2,025	144	92.9%
Tax Credit	2	160	8	95.0%
Government-Subsidized	1	40	0	100.0%
Total	12	2,225	152	93.2%

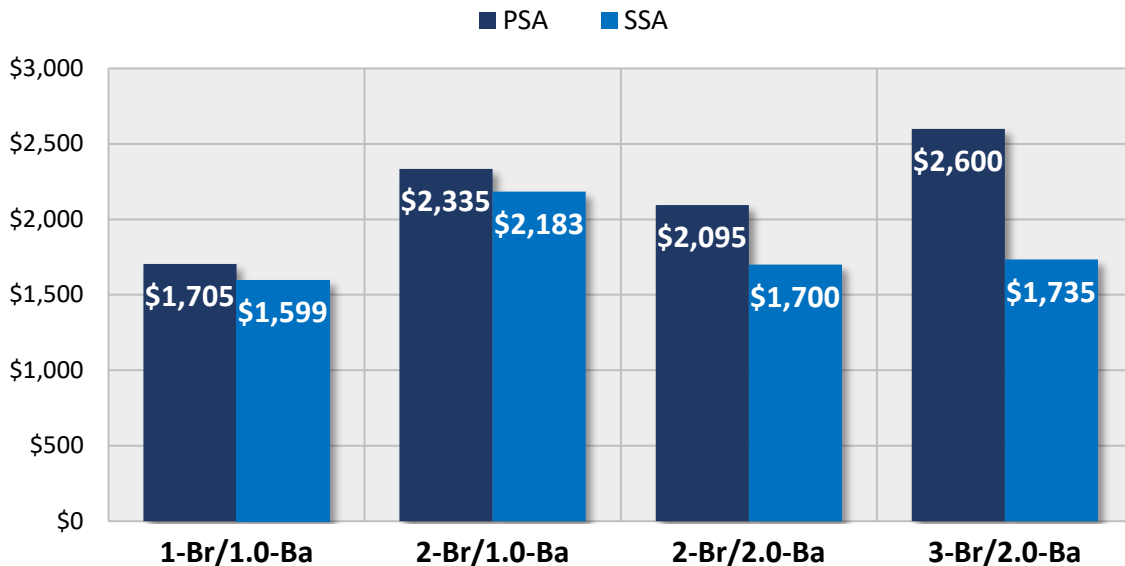
The overall multifamily rental supply is operating at a healthy 95.0% occupancy rate, yet affordable rentals (Tax Credit and government subsidized) are fully occupied and maintain wait lists (150+ households).

Market-Rate and Tax Credit Multifamily Rental Housing - Rents

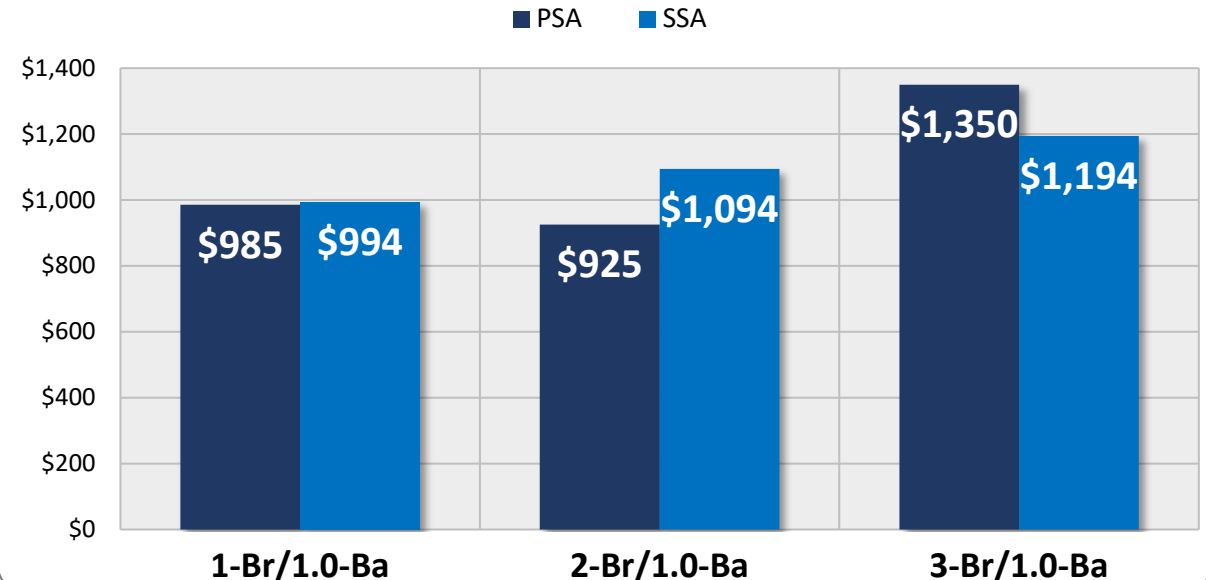
Market-Rate Rents within the PSA (Franklin) are Notably Higher than the Surrounding SSA. Many of the PSA's Market-Rate Rents are Not Affordable to a Large Portion of the Local Workforce.

Tax Credit Rents, which Target Households Earning No More than 80% of AMI, are Substantially Lower than Market-Rate Rents. The Value of these Units Likely Contribute to their Demand.

Market-Rate Median Collected Rents



Tax Credit (Non-Subsidized) Median Collected Rents



Housing Supply – Non-Conventional Rentals

Non-Conventional Rental Units, Such as Houses, Duplexes and Mobile Homes, Comprise Over One-Quarter (29.0%) of the Overall Rental Supply in the PSA (Franklin) and Operate with Limited Availability and Relatively High Rents.

Available Non-Conventional Rentals						
Bedroom Type	Units	Average Number of Baths	Average Square Feet	Rent Range	Average Rent	Average Rent Per Square Foot
PSA (Franklin)						
Studio	1	1.0	450	\$1,750	\$1,750.00	\$3.89
One-Bedroom	2	1.0	755	\$1,500 - \$1,600	\$1,550.00	\$2.06
Two-Bedroom	14	1.8	1,322	\$700 - \$4,500	\$2,624.29	\$2.00
Three-Bedroom	59	2.4	1,814	\$2,185 - \$8,500	\$3,518.68	\$2.01
Four-Bedroom	37	3.0	2,824	\$2,450 - \$7,500	\$4,273.05	\$1.57
Total	113	Overall Vacancy Rate: 3.5%				
SSA (Balance of County)						
One-Bedroom	1	1.0	800	\$1,650	\$1,650.00	\$2.06
Two-Bedroom	5	1.8	1,397	\$1,800 - \$2,500	\$2,178.00	\$1.58
Three-Bedroom	35	2.3	1,917	\$2,010 - \$4,495	\$2,603.14	\$1.38
Four-Bedroom	41	2.9	2,928	\$1,970 - \$6,500	\$3,867.54	\$1.29
Total	82	Overall Vacancy Rate: 1.6%				

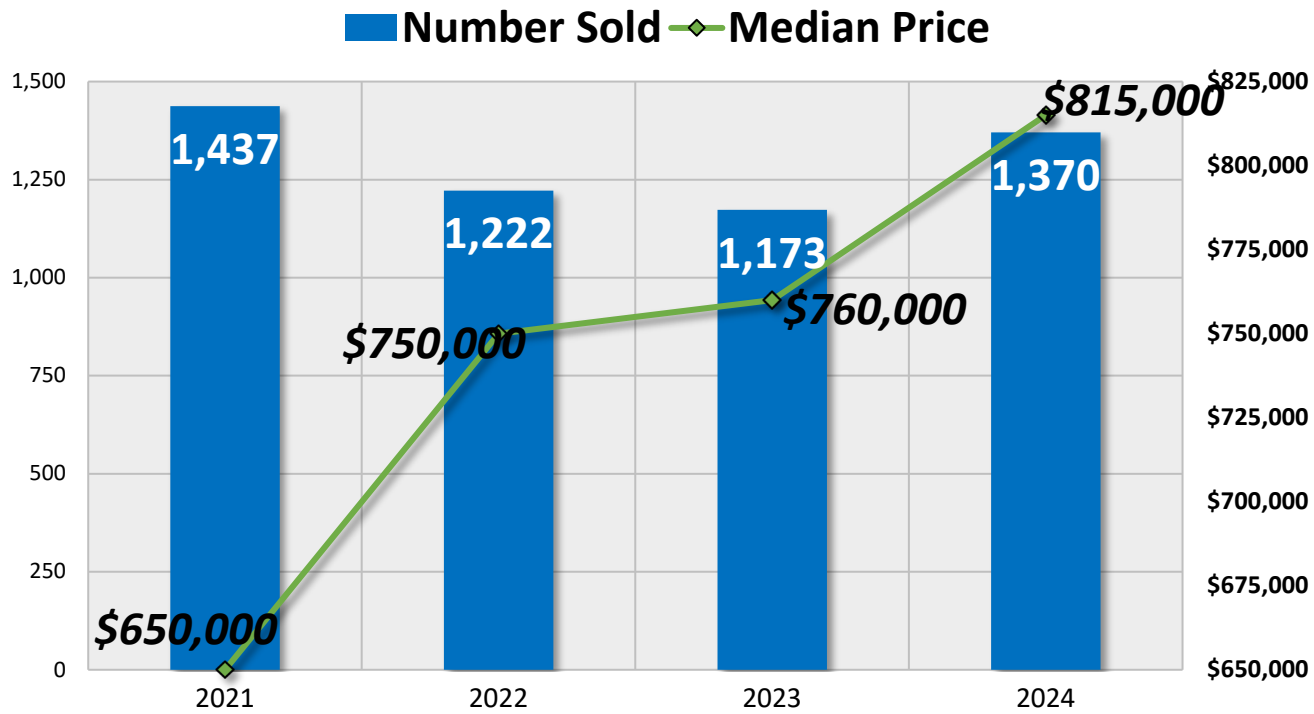
The 113 vacant units in the PSA (Franklin) result in an overall vacancy rate of 3.5%, while the surrounding SSA has a 1.6% vacancy rate.

With notably higher average rents compared to similar market-rate and tax credit multifamily units in the PSA, non-conventional rentals do not represent affordable rental options for many low- to moderate-income households.

Home Sales (2021 to 2024)

Annual Home Sales Volume Fluctuated in Franklin Between 2021 and 2024, While the Median Sales Price Rapidly Increased During this Four-Year Period.

PSA Annual Sales/Median Price (2021-2024)

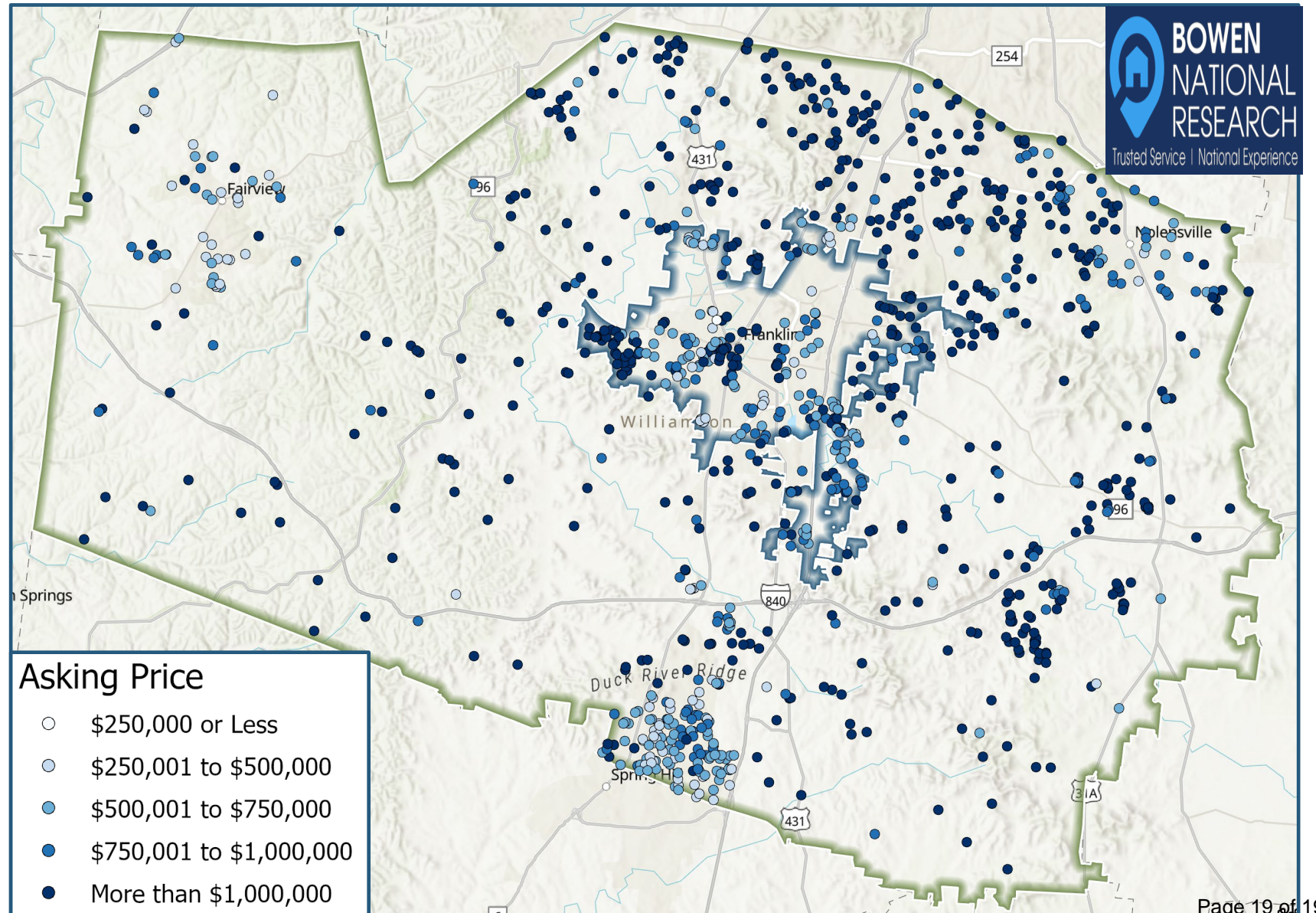


Over 83% of home sales in the PSA (Franklin) and SSA (Balance of County) between 2021 and 2024 were priced at \$500,000 or higher, and over one-quarter (25.5%) of sales in the PSA and 39.1% of sales in the SSA were for homes priced at \$1 million or higher. Few (less than 3%) homes have been sold that are priced under \$300,000.

Housing Supply – Available For-Sale Housing

There are **283 homes available for purchase** in the PSA (Franklin), resulting in an overall **availability rate of just 1.2%** (well below the 2.0% to 3.0% rates in healthy, well-balanced markets). The 773 available homes in the surrounding SSA result in an overall 1.4% vacancy rate.

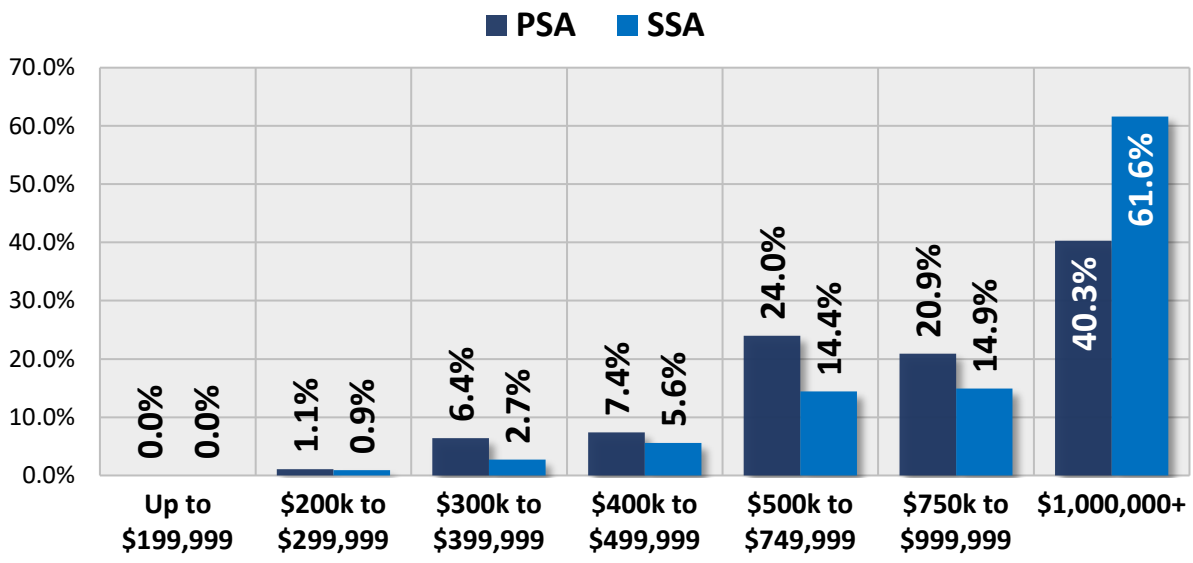
Much of the **PSA's (Franklin) available homes** are **located in the central and far western portions of the city**, including much of the higher-priced alternatives (shown in dark blue).



Housing Supply – Available For-Sale Housing

The vast majority (85.2%) of the PSA’s (Franklin) available homes are priced at \$500,000 or higher, While there are very few (three) available homes priced under \$300,000. As such, low- to moderate-income households (including many first-time home buyers and much of the local workforce) have few for-sale affordable options available to them in the city.

Share of Available For-Sale Housing by Price



Available For-Sale Housing by Price (As of August 11, 2025)			
List Price	Number Available	Percent of Supply	Average Days on Market
PSA (Franklin)			
Up to \$199,999	0	0.0%	-
\$200,000 to \$299,999	3	1.1%	94
\$300,000 to \$399,999	18	6.4%	46
\$400,000 to \$499,999	21	7.4%	75
\$500,000 to \$749,999	68	24.0%	51
\$750,000 to \$999,999	59	20.9%	45
\$1,000,000+	114	40.3%	56
Total	283	100.0%	54
SSA (Balance of County)			
Up to \$199,999	0	0.0%	-
\$200,000 to \$299,999	7	0.9%	78
\$300,000 to \$399,999	21	2.7%	49
\$400,000 to \$499,999	43	5.6%	49
\$500,000 to \$749,999	111	14.4%	51
\$750,000 to \$999,999	115	14.9%	51
\$1,000,000+	476	61.6%	67
Total	773	100.0%	61

Senior Care Housing

24 Senior Care Facilities, Containing a Total of 2,266 Marketed Beds/Units, were Surveyed within the County.

Surveyed Senior Care Facilities						
Project Type	Projects	Marketed Beds/Units	Vacant	Occupancy Rate	National Median Occupancy Rate*	Base Monthly Rates
PSA (Franklin)						
Independent Living	5	531	79	85.1%	87.8%	\$2,188 - \$8,000
Assisted Living	7	522	48	90.8%	91.4%	\$3,200 - \$8,195
Nursing Homes	3	341	96	71.8%	83.7%	\$9,125 - \$12,167
Total	15	1,394	223	84.0%	88.5%	\$2,188 - \$12,167
SSA (Balance of County)						
Independent Living	2	399	23	94.2%	87.8%	\$4,265 - \$8,200
Assisted Living	6	407	34	91.6%	91.4%	\$4,900 - \$ 8,475
Nursing Homes	1	66	0	100.0%	83.7%	\$15,817
Total	9	872	57	93.5%	88.5%	\$4,265 - \$15,817

*Source: National Investment Center (NIC), The State of Seniors Housing 2024

While senior care housing in the PSA (Franklin) is operating at occupancy levels generally similar to national rates, the projected growth among senior households will add to the demand for such housing in the years ahead.

Comparing Workers' Wages with the Affordability of Rental and For-sale Housing (Slide 1)

Wages and Housing Affordability for Top 35 Occupations by Share of Labor Force (Nashville-Davidson-Murfreesboro-Franklin, TN Metropolitan Statistical Area)								
Occupation Sector, Title & Wages*					Housing Affordability**			
Sector Group (Code)	Labor Force Share	Occupation Title	Annual Wages		Max. Monthly Rent		Max. Purchase Price	
			Lower Quartile	Median	Lower Quartile	Median	Lower Quartile	Median
Sales and Related (41)	2.6%	Retail Salespersons	\$28,430	\$34,120	\$711	\$853	\$94,767	\$113,733
	1.8%	Cashiers	\$26,710	\$29,900	\$668	\$748	\$89,033	\$99,667
	0.7%	First-Line Supervisors, Retail	\$37,750	\$47,340	\$944	\$1,184	\$125,833	\$157,800
	0.7%	Sales Representatives of Services	\$44,830	\$62,120	\$1,121	\$1,553	\$149,433	\$207,067
	0.7%	Sales Representatives, Wholesale	\$47,060	\$62,600	\$1,177	\$1,565	\$156,867	\$208,667
Food Preparation/ Serving (35)	2.5%	Fast Food and Counter Workers	\$25,870	\$29,460	\$647	\$737	\$86,233	\$98,200
	1.8%	Waiters and Waitresses	\$21,070	\$30,300	\$527	\$758	\$70,233	\$101,000
	0.9%	Cooks, Restaurant	\$34,590	\$37,440	\$865	\$936	\$115,300	\$124,800
	0.8%	First-Line Supervisors, Food Prep	\$36,900	\$44,360	\$923	\$1,109	\$123,000	\$147,867
Office and Administrative Support (43)	2.1%	Customer Service Representatives	\$36,800	\$43,520	\$920	\$1,088	\$122,667	\$145,067
	1.8%	First-Line Supervisors, Office	\$56,010	\$68,170	\$1,400	\$1,704	\$186,700	\$227,233
	1.6%	Office Clerks, General	\$33,450	\$39,460	\$836	\$987	\$111,500	\$131,533
	1.3%	Bookkeeping/Accounting Clerks	\$42,470	\$48,160	\$1,062	\$1,204	\$141,567	\$160,533
	1.1%	Secretaries and Administrative	\$38,930	\$47,280	\$973	\$1,182	\$129,767	\$157,600
	0.9%	Medical Secretaries/Admin Assist	\$37,350	\$44,290	\$934	\$1,107	\$124,500	\$147,633
	0.7%	Food Preparation Workers	\$27,230	\$32,770	\$681	\$819	\$90,767	\$109,233
Production Occupations (51)	1.8%	Misc. Assemblers/Fabricators	\$38,950	\$49,090	\$974	\$1,227	\$129,833	\$163,633

Source: U.S Bureau of Labor Statistics, Division of Occupational Employment and Wage Statistics (OEWS), May 2024

*Annual wages listed are at the lower 25th percentile (quartile) and median level for each occupation

**Housing Affordability is the maximum monthly rent or total for-sale home price a household can reasonably afford based on stated wages.

Comparing Workers' Wages with the Affordability of Rental and For-sale Housing (Slide 2)

Wages and Housing Affordability for Top 35 Occupations by Share of Labor Force (Nashville-Davidson-Murfreesboro-Franklin, TN Metropolitan Statistical Area)

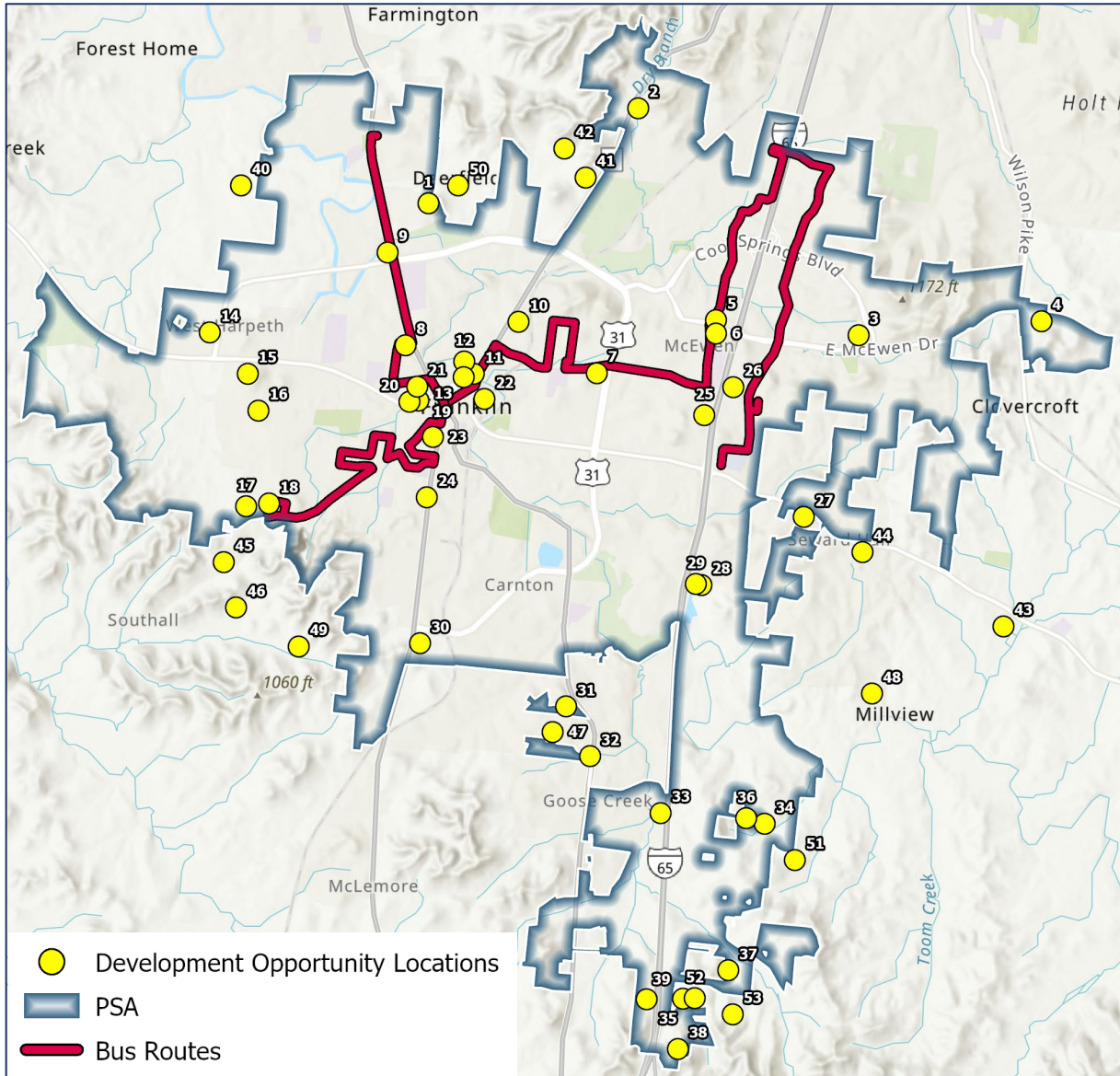
Occupation Sector, Title & Wages*				Housing Affordability**				
Sector Group (Code)	Labor Force Share	Occupation Title	Annual Wages		Max. Monthly Rent		Max. Purchase Price	
			Lower Quartile	Median	Lower Quartile	Median	Lower Quartile	Median
Transportation Material Moving (53)	3.5%	Laborers/Material Movers, Hand	\$37,260	\$39,350	\$932	\$984	\$124,200	\$131,167
	1.9%	Stockers and Order Fillers	\$34,360	\$37,230	\$859	\$931	\$114,533	\$124,100
	1.7%	Heavy/Tractor-Trailer Drivers	\$47,730	\$57,150	\$1,193	\$1,429	\$159,100	\$190,500
	0.9%	Light Truck Drivers	\$36,600	\$44,190	\$915	\$1,105	\$122,000	\$147,300
Education (25)	0.8%	Elementary School Teachers	\$48,790	\$59,420	\$1,220	\$1,486	\$162,633	\$198,067
Healthcare (29, 31)	2.2%	Registered Nurses	\$77,840	\$81,170	\$1,946	\$2,029	\$259,467	\$270,567
	0.8%	Home Health/Personal Care Aides	\$30,780	\$33,110	\$770	\$828	\$102,600	\$110,367
Management/Business/ Computers (11,13,15)	2.2%	General and Operations Managers	\$74,440	\$108,380	\$1,861	\$2,710	\$248,133	\$361,267
	1.0%	Accountants and Auditors	\$65,120	\$79,310	\$1,628	\$1,983	\$217,067	\$264,367
	0.8%	Software Developers	\$99,420	\$127,150	\$2,486	\$3,179	\$331,400	\$423,833
	0.7%	Financial Managers	\$106,910	\$140,440	\$2,673	\$3,511	\$356,367	\$468,133
	0.7%	Human Resources Specialists	\$55,680	\$67,290	\$1,392	\$1,682	\$185,600	\$224,300
	0.7%	Project Management Specialists	\$69,870	\$86,930	\$1,747	\$2,173	\$232,900	\$289,767
Construction/ Installation/ Maintenance/ Repair (47, 49)	1.0%	Maintenance and Repair Workers	\$40,550	\$48,260	\$1,014	\$1,207	\$135,167	\$160,867
	0.8%	Construction Laborers	\$38,870	\$45,540	\$972	\$1,139	\$129,567	\$151,800
	0.7%	Electricians	\$48,760	\$61,130	\$1,219	\$1,528	\$162,533	\$203,767
Protective (33)	1.0%	Security Guards	\$32,380	\$37,730	\$810	\$943	\$107,933	\$125,767
Bldg. Maint. (37)	0.9%	Janitors and Cleaners	\$29,190	\$34,930	\$730	\$873	\$97,300	\$116,433

Source: U.S Bureau of Labor Statistics, Division of Occupational Employment and Wage Statistics (OEWS), May 2024

*Annual wages listed are at the lower 25th percentile (quartile) and median level for each occupation

**Housing Affordability is the maximum monthly rent or total for-sale home price a household can reasonably afford based on stated wages.

Development Opportunities



53 PROPERTIES IDENTIFIED

20 contain at least one existing building that is not necessarily vacant and may require demolition, new construction, or adaptive reuse.

33 properties were vacant or undeveloped parcels of land that could potentially support residential development.

Availability of potential residential development sites (properties capable of delivering new housing units) within the Franklin Planning Area does not appear to be an obstacle to increasing the number of housing units. Many sites are along or near existing public transit routes.

Local Government Regulations

A review of local zoning ordinances revealed that current zoning predominately favors low-density residential development, with few zoning districts permitting housing beyond 7 units per acre and building heights above 2.5 stories. As such, the development of multifamily housing may be a challenge within Franklin.

City of Franklin – Lot Area, Setbacks and Building Height Requirements by Zoning District							
Zoning District	Minimum Lot Area (Sq. Ft.)	Maximum Density (Dwelling Units per Acre)	Minimum Lot Width	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Maximum Building Height
AG Agricultural District	15 acres	0.07	200 ft.	225 ft.	50 ft.	100 ft.	2.5 stories
ER Estate Residential District	2 acres	0.80	150 ft.	150 ft.	35 ft.	65 ft.	2.5 stories
R1 Residential 1 District	30,000	1.45	100 ft.	60 ft.	25 ft.	50 ft.	2.5 stories
R2 Residential 2 District	15,000	2.90	75 ft.	20 ft.	10 ft.	40 ft.	2.5 stories
R3 Residential 3 District	9,000	4.84	65 ft.	20 ft.	10 ft.	30 ft.	2.5 stories
R4 Residential 4 District	6,500*	6.70	60 ft.*	10 ft.**	7 ft.	20 ft.	2.5 stories**
R6 Residential 6 District	4,000	10.89	40 ft.	10 ft.**	5 ft.	15 ft.	2 stories**
MR Mixed Residential District (Houses and Multiplexes)	4,000-7,150	6.08-10.89	40-65 ft.	10 ft.	5 ft.	15 ft.	2.5 stories
MR Mixed Residential District (Duplexes and Townhouses)	2,275	19.15	18 ft.	8 ft.	0-5 ft.	15 ft.	3 stories
PD Planned District	Dimensional standards determined by an approved development plan						
OR Office Residential	6,500*	6.70	60 ft.*	10 ft.	7 ft.	30 ft.	2 stories**
CI Civic Institutional District	None	N/A	None	25-75 ft.	25 ft.	25 ft.	3 stories
CC Central Commercial District	None	N/A	None	5 ft.	5 ft.	20 ft.	2.5 stories
DD Downtown District	None	N/A	None	***	0-10 ft.	5-15 ft.	3 stories
1ST Avenue District	None	N/A	None	10-20 ft.	7 ft.	15 ft.	3 stories
RC4 Regional Commerce 4 District	None	N/A	None	5-20 ft.	15 ft.	25 ft.	4 stories
RC6 Regional Commerce 6 District	None	N/A	None	5-20 ft.	15 ft.	25 ft.	6 stories
RC12 Regional Commerce 12 District	None	N/A	None	5-20 ft.	15 ft.	25 ft.	12 stories
GO General Office District	None	N/A	None	25 ft.	25 ft.	40 ft.	3 stories

Development Costs

Comparative Summary of Contributing Development Factors PSA (Franklin)

	Contributing Factor	Comments
X	Median Sales Price of Vacant Land	Median price for recent sales of vacant land per acre in PSA (\$258,878) is higher than surrounding SSA (\$69,444)
X	Median List Price of Vacant Land	Median price for current listings of vacant land per acre in PSA (\$643,939) is higher than surrounding SSA (\$159,681)
X	Mean Annual Wage – Construction Jobs	The PSA mean annual wage (\$56,980) is higher than the state of Tennessee’s mean annual wage (\$54,200) for Construction & Extraction occupations.
✓	Water Tap Fee	The PSA water tap fee (\$3,657) is within the range (\$300 to \$10,000) of other municipalities and utility districts.
✓	Water Impact Fee	The PSA water impact fee (\$3,733) is within the range (\$624 to \$5,500) of other municipalities and utility districts.
✓	Sewer Tap Fee	The PSA sewer tap fee (\$3,708) is within the range (\$500 to \$10,000) of other municipalities and utility districts.
X	Sewer Impact Fee	The PSA sewer impact fee (\$4,635) is higher than the range (\$1,674 to \$2,250) of other municipalities and utility districts.
✓	Building Permit Fee	The PSA building permit fee (\$2,370) for a 3,000-square-foot home is within the range (\$1,800 to \$5,000) of a similar home in other areas.
✓	Median Property Tax Rate	The PSA median property tax rate within Williamson County (\$2.19 per \$100 of assessed value) is within the range (\$1.8776 to \$3.4220 per \$100 of assessed value) of other counties in the Nashville-Davidson-Murfreesboro-Franklin MSA.
X	Impact Fees / Adequate Facilities Tax (excluding Water/Sewer Impact Fees)	The PSA cost of impact fees and taxes for new development of a 3,000-square-foot home (\$22,958) is higher than the range (\$10,162 to \$14,928) of other Nashville area municipalities.

Housing Gap Estimates 2025-2030

Franklin has an Overall Five-Year (2025 to 2030) Housing Gap of 10,036 Units for Rental and For-Sale Product at a Variety of Affordability Levels.

Percent of Median Income	≤ 50%	51%-80%	81%-120%	121%-150%	151%+
Household Income Range	≤\$57,400	\$57,401-\$91,840	\$91,841-\$137,760	\$137,761-\$172,200	\$172,201+
Rental Housing Gap Estimates (2025-2030)					
Monthly Rent Range	≤\$1,435	\$1,436-\$2,296	\$2,297-\$3,444	\$3,445-\$4,305	\$4,306+
Overall Units Needed	801	576	854	930	637
Total Rental Housing Gap					3,798
For-Sale Housing Gap Estimates (2025-2030)					
Price Point	≤\$191,333	\$191,334-\$306,133	\$306,134-\$459,200	\$459,201-\$574,000	\$574,001+
Overall Units Needed	169	387	1,153	2,374	2,155
Total For-Sale Housing Gap					6,238

Note: The preceding housing gaps represent the total number of housing units that would need to be addressed if **all local housing issues were to be resolved**. Housing gaps are a reflection of the need for new units, the lack of available units, units that should be repaired or replaced, households facing housing affordability issues, and the anticipated housing needs of people commuting into the area for work.

Recommended Housing Strategies



WHAT'S
NEXT?

- **Set Housing Goals and Priorities and Explore Housing Funding Resources**
- **Support the Alignment of Affordable Housing Alternatives with Public Transportation**
- **Continue to Support the Development of a Variety of High-End Housing Products to Meet Existing Demand and Demographic Projections**
- **Incentivize Affordable Workforce Residential Development**
- **Consider Implementing or Modifying Existing Policies to Encourage or Support the Development of Higher-Density Housing**
- **Explore Efforts to Encourage the Development of Senior-Oriented Housing to Enable Seniors to Transition into More Maintenance-Free Housing**
- **Reorganize and Reprioritize Efforts of the Franklin Housing Commission**
- **Consider Implementing a Pro-Active Approach to Attract and Involve Housing Development Partners**
- **Support and Expand Education and Outreach Campaign to Help Support Housing Initiatives**
- **Create an Online Housing Resource Center**

Contact Information

Patrick Bowen, President
Bowen National Research
155 East Columbus Street, Suite 220
Pickerington, Ohio 43147
Phone: 614-833-9300
Email: patrickb@bowennational.com
Website: www.bowennational.com





File #: 26-0494

DATE: 4/28/2026

TO: Board of Mayor and Aldermen

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

SUBJECT:

Consideration Of Event Permit For The Heritage Ball Sponsored By The Heritage Foundation At Bicentennial Park On September 12, 2026

PURPOSE:

The purpose of this memo is to outline recommendations for the Heritage Foundation's annual Heritage Ball.

BACKGROUND/STAFF COMMENTS:

The Heritage Foundation has requested the use of Bicentennial Park for their annual Heritage Ball scheduled for September 12, 2026. This would be the second time the event is held at Bicentennial Park. The applicant has requested the use of the park from September 7th – September 15th. Estimated attendance is 830.

The Heritage Ball has historically concluded at midnight. However, following concerns received after last year's event from area residents regarding the noise, City staff recommends the Heritage Ball conclude by 11:00 p.m. in accordance with the City's noise ordinance.

FINANCIAL IMPACT:

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

RECOMMENDATION:

Staff recommends approval with the following conditions:

- Applicant will provide copy of Good Neighbor letter which will be distributed to affected neighborhoods.
- Event ends by 11 p.m.
- Applicant will meet with Special Events Advisory Team at least two months prior to event to go over final layout and details.

Parks Department:

- All coordinating regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured. COI must cover all days applicant is on the property.
- Any hired providers must have insurance covering their activity, equipment and service, naming the City as additional insured. Insurance needs to include the entire time from set up to breakdown.

Police Department:

- Applicant will hire recommended number of extra-duty Franklin Police Officers to provide security and traffic control.

Sanitation and Environmental Services Department:

- Applicant will lease dumpsters from the Sanitation and Environmental Services Department
- Applicant will provide volunteers to pick-up any trash associated with the event.

Fire Department:

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

Building & Neighborhood Services Department:

- It will be necessary to pull an electrical permit and have an inspection for this event.

Billing and Licensing:

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

OFFICE USE
ONLY
Permit No:



City of Franklin Special Event Permit Application

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

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

Please list all that apply: Ball

- Name/purpose of event:** 52nd Annual Heritage Ball
- Location Requested:** (if Temporary Street Closure, list major roads to be closed):
5th Ave. N
- Date or dates of event:** 09/12/2026
- Start/End Times of Event:**
5:00p - 12:00a

What date/time will set-up begin? 9/7/2026 8:00 AM

What date/time will tear-down be complete? 9/15/2026 5:00 PM

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

- Time of Street Closure** (if applicable):
3:00PM
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 750 Event Staff/Volunteers:80 Total:830
- 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) :
53rd Annual Heritage Ball

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: [Heritage Ball 2025 no tables Sept 18 \(2\).png](#)

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?** Yes

Average admission fee: 500

15. **Will you charge a vendor participation fee?** No

Average vendor participation fee?

16. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**

17. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes

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

What organization will be the benefactor of event? 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.**
Amos Gott, Southern Events, PMC Parking, Posh Privy
All other vendors TBD 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 for Ball.pdf](#)
24. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a [grease waste hauler](#) to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
25. **Will you require a temporary water tap?** No
If yes, please list exact locations:
26. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
27. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require a special inspection from the Franklin Fire Department. All tents must meet the requirements of Chapter 31 of the International Fire Code. Tents 20-ft by 20-ft or larger must have an approved label or documentation showing the tent fabric meets all flammability requirements. Tents larger than 400-SF must be inspected and approved by the fire department before the event opens. All cooking operations must be inspected and approved by the fire department before the event opens. Cooking operations will be periodically inspected throughout the event. Tents should be taken down on the date the event has ended. ***Please read the Additional Requirements section of this application for more information.***
28. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [2025 Good Neighbor Letter Ball.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: 1-20-2026
(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: 52nd Annual Heritage Ball

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.



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: 52nd Annual Heritage Ball

Event Date(s): 09/12/2026

- 1. Time amplification equipment will be used:** From: 5:30 PM To: 11:55 PM
- 2. Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:
Both stages under Main Pavilion

Sound Amplification Map: [Heritage Ball 2025 no tables Sept 18 \(2\).png](#)

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

5.

Number of Amplifiers: TBD	Number of Speakers: TBD	Number of Performers: TBD
----------------------------------	--------------------------------	----------------------------------

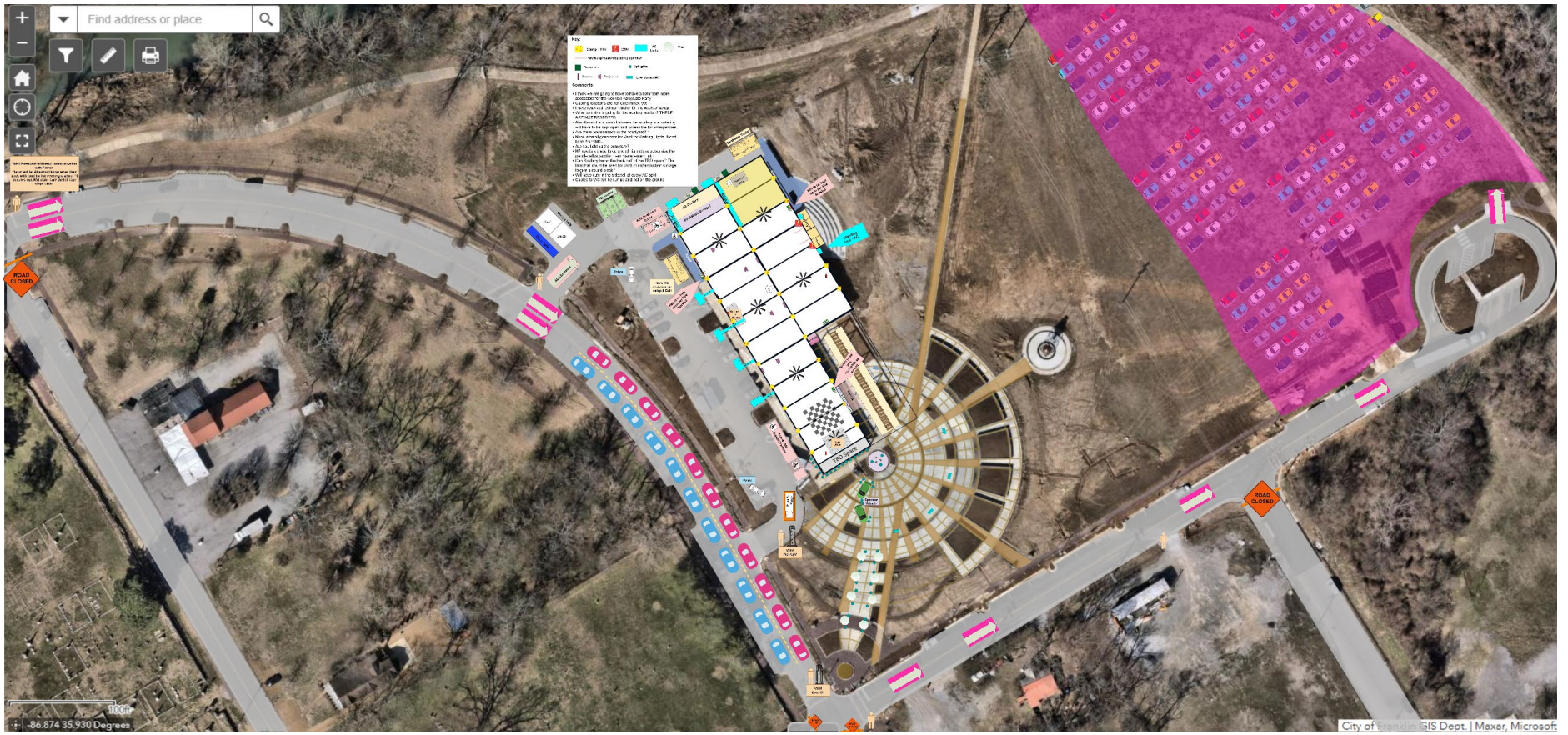
- 6. Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

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

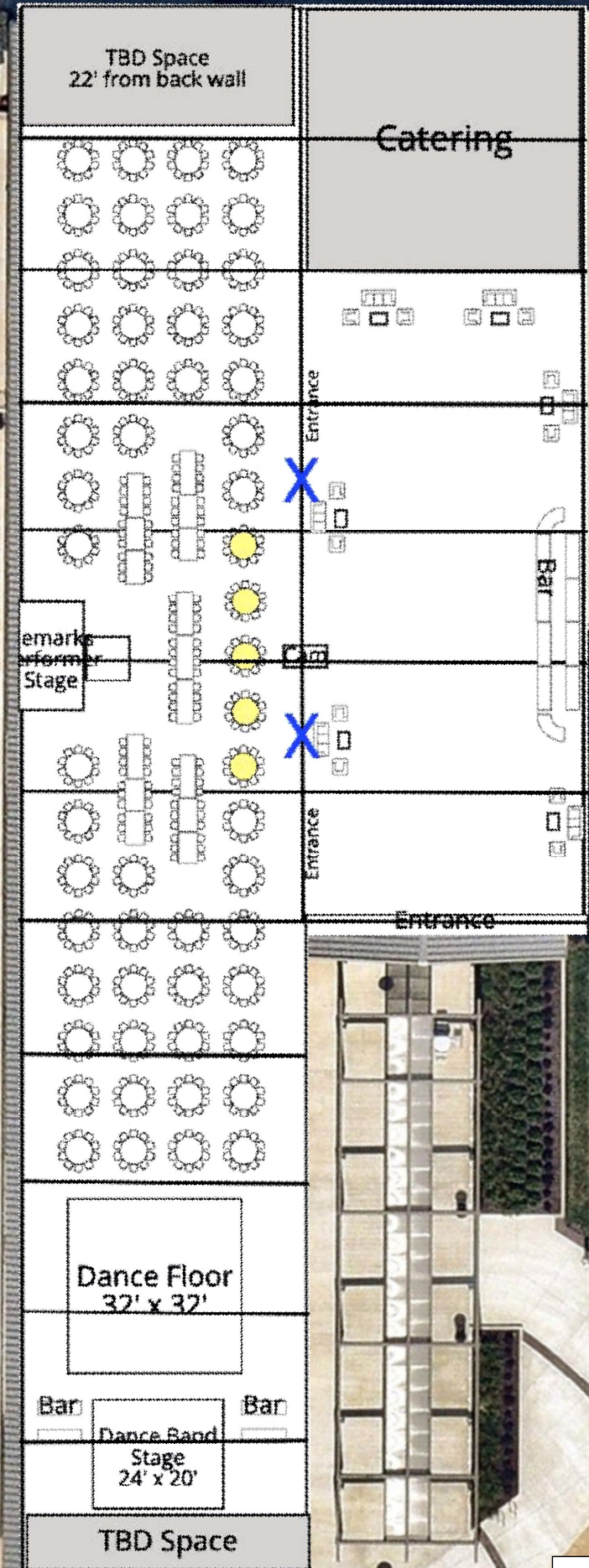
Authorized Signature: Ian Hunt

Date: 01/21/2026

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.



HERITAGE BALL - Interior
Bicentennial Park



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.



**HERITAGE
FOUNDATION**
WILLIAMSON COUNTY, TN

Work with the City of Franklin to coordinate the clean-up for all events 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

Open Issues: 7

FIRE--Special Event

General Issues

1. Bicentennial Park Special Event Application

kristie.thompson@franklin.tn.gov Please address the following fire safety requirements for your proposed event at Bicentennial Park:

1. **Tents** – Tents inside of the covered pavilion with roofs are not permitted. If a tent is required for display purposes, only the open frame is allowed. Tents are allowed on the grounds (If it is over 400 square feet, a permit is required through the Fire Department)
2. **Decorations** – All decorations must comply with the testing methods of **NFPA 701** or an equivalent standard, as required by **Section 806.4 of the Fire Code**. Curtains, draperies, fabric hangings, and similar combustible decorative materials must meet this standard.
 - To ensure sprinklers function as designed, drapes and similar hangings must be centered between sprinkler branch lines and maintained at least **18 inches** away from sprinklers, both vertically and horizontally.
 - Decorations hung from the ceiling must not interfere with the sprinkler system's operation.
3. **Pavilion Enclosure** – If the pavilion is enclosed with sides during the event:
 - No cooking is allowed inside. Sternos to heat food are permitted.
 - Only forced-air heating is permitted.
 - No open-flame appliances or heaters are allowed.

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

2. Exit signs and emergency lights

kristie.thompson@franklin.tn.gov Exit signs are required above the required exits (red or green color). Emergency lights are required to be placed in locations along the tent walls to ensure the occupants ability to make their way to the exits.

3. Fire extinguishers

kristie.thompson@franklintn.gov Fire extinguishers are to be placed throughout to satisfy the 75' of travel requirement from an occupant to a fire extinguisher.

4. Power Cords / Trip Hazards

kristie.thompson@franklintn.gov Locate power cords out of walking paths whenever possible. Cords crossing or located in walking paths must be covered by an approved ramp. When located in the curb gutter, power cord plugs must be located away from places where water may accumulate. Check all power cords before using them. Damaged power cords are not permitted.

Water hoses must also be covered when located in walking paths.

5. Propane Tanks (Cooking)

kristie.thompson@franklintn.gov Propane tanks used for cooking are required to be secured at least 10' away from the inside of a tent without tripping hazards over the hose.

6. Stages

kristie.thompson@franklintn.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.

Sanitation and Environmental Services

General Issues

7. Solid Waste Containers

bobby.sullivan@franklintn.gov SES can provide dumpsters for this event. In previous years, SES has delivered two (2) eight cubic yard containers prior to the event and removed the containers after the event has concluded. Price per dumpster is \$110.00 each. Please coordinate with SES by contacting our office at 615-794-1516. Dumpsters can be scheduled for delivery after invoicing. Thank you.

You may specify delivery date of dumpsters as you anticipate setup of event.

Staff Conditions:

Staff recommends approval with the following conditions:

- Applicant will provide copy of Good Neighbor letter which will be distributed to affected neighborhoods.
- Event ends by 11 p.m.
- Applicant will meet with Special Events Advisory Team at least two months prior to event to go over final layout and details.

Parks Department

- All coordinating regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured. COI must cover all days applicant is on the property.
- Any hired providers must have insurance covering their activity, equipment and service, naming the City as additional insured. Insurance needs to include the entire time from set up to breakdown.

Police Department:

- Applicant will hire recommended number of extra-duty Franklin Police Officers to provide security and traffic control.

Sanitation and Environmental Services Department:

- Applicant will lease dumpsters from the Sanitation and Environmental Services Department
- Applicant will provide volunteers to pick-up any trash associated with the event.

Fire Department:

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

Building & Neighborhood Services Department:

- It will be necessary to pull an electrical permit and have an inspection for this event.

Billing and Licensing:

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



File #: 26-0281

DATE: 4/28/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of Building and Neighborhood Services
Shanna McCoy, Zoning Administrator

SUBJECT:

*Consideration Of COF Contract No. 2026-0126, With ECG Wood Duck, LP For A Development Agreement Establishing Conditions For Issuance Of Building Permits

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the request from ECG Wood Duck, LP for the issuance of the final two building permits, with conditions, for buildings 2000 and 3000 in the Wood Duck Court Development prior to the final Letter of Map Revision from FEMA.

BACKGROUND/STAFF COMMENTS:

A portion of the Wood Duck development is encumbered by floodplain and floodway boundaries, which impact Buildings 2000 and 3000. During the course of development, the developer completed site alterations to relocate the floodplain boundaries.

Upon completion of the alterations, the applicant was required to request and obtain a Letter of Map Revision (LOMR) from FEMA prior to the issuance of building permits. Additionally, a revised final plat is required to accurately reflect the updated floodplain and floodway boundaries.

The City received the FEMA LOMR on January 28, 2026. However, FEMA requires a mandatory 90-day public notification and appeal period. If no appeals are filed with FEMA the LOMR will become effective on June 12, 2026.

The developer requests that the City issue building permits for Buildings 2000 and 3000 prior to the LOMR's effective date, at the developer's risk. The developer has agreed that, should the LOMR not be finalized, any work completed on these buildings will be demolished and the site restored to its pre-construction condition.

FINANCIAL IMPACT:

There would be no direct cost to the City. The Developer takes full responsibility for any costs associated with this request.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2026-0126, and allow the issuance of building permits.

DEVELOPER AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND ECG WOOD DUCK, LP
CONTRACT NO. 2026-0126

DEVELOPER AGREEMENT (this “Agreement”), made and entered into this ____ day of 2026 by and between THE CITY OF FRANKLIN, TENNESSEE (“City”) and ECG WOOD DUCK, LP, a Tennessee limited partnership (hereinafter “Owner”), as developer of that certain land known as Wood Duck Court PUD Subdivision in Williamson County, Tennessee, as more particularly described in Exhibit A attached hereto.

WITNESSETH:

WHEREAS, Owner is in the process of developing certain land listed in the records of the Williamson County Property Tax Assessor as Map 079 Parcel Numbers 065.02, 077.05 and 065.05 (the “Development Project”), consisting of Two Hundred Twelve (212) dwelling units on the property known as Wood Duck Court PUD Subdivision.

WHEREAS, in connection with the Development Project, Owner intends to develop or cause the development of Walker Place Apartments-Building 3000 and Walker Place Apartments-Building 2000 (hereinafter, “Subject Buildings”), all as more particularly shown and described on Exhibit B attached hereto.

WHEREAS, all or a portion of the Subject Buildings are currently located within a regulatory floodway on the last effective Flood Insurance Rate Map (“FIRM”) for the City of Franklin, Tennessee.

WHEREAS, pursuant to a Letter of Map Revision Determination Document issued on January 28, 2026 (the “LOMR Determination”), by the Department of Homeland Security’s Federal Emergency Management Agency (“FEMA”) regarding a request for a Letter of Map Revision (the “LOMR”) for the FIRM, FEMA determined that a revision to the flood hazards in the FIRM is warranted, which LOMR would allow for Owner’s development of the Subject Buildings.

WHEREAS, Owner has applied to the City for full building permits to develop the Subject Buildings, and has agreed to construct the Subject Buildings in connection with the Development Project, subject to the conditions set forth herein.

WHEREAS, since the LOMR remains subject to appeal and potential revision, the City is requiring the Owner enter into this Agreement as a condition to issuing the permits to develop the Subject Buildings.

NOW, THEREFORE, in consideration of the terms, conditions, and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT FOR FULL BUILDING PERMITS FOR SUBJECT BUILDINGS

- A. The foregoing recitals are incorporated into this Agreement and made a part thereof.
- B. Owner shall be responsible for that location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocation or protecting public utilities.
- C. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code with the terms and conditions of this agreement.
- D. The Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
- E. This Agreement is non-transferable to the successors or assigns of Owner unless the successor assumes the same obligations of Owner in writing and the City provides express written permission. Such assignment shall be provided to the City at least fifteen (15) days prior to the transfer of the Development Project. Upon assignment and approval by City, Owner shall be relieved, without limitation, from any and all further liability under this Agreement.
- F. As a condition to the City's issuance of full building permits to Owner for the development of the Subject Buildings, Owner agrees that Owner shall exercise the rights, privileges, and permission granted herein at Owner's own risk. Owner shall not claim any damages from the City for any injuries or damages, including death, about or because of the exercise of such rights, privileges, or permission, the condition of the Subject Buildings, excluding gross negligence or willful misconduct by the City and its Mayor, Aldermen, officers, employees, officials, and agents to the extent permitted by law. Owner shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials, and agents, from and against all claims, actual damages, actual losses, and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of Owner to comply with any of the provisions herein, or, upon a final non-appealable decision to reverse or modify the LOMR such as to no longer permit Owner's development of the Subject Buildings. In such case, and at the City's direction, Owner, at its sole cost, shall remove any structures or improvements located on the site of the Subject Buildings and restore the site of the Subject Buildings to its pre-construction condition. The City shall not be liable to Owner should Owner's use of the property be hindered or disturbed. The City will not be liable to Owner for any reason not specifically stated herein.

- G. The City and Owner agree that the terms and conditions contained herein shall be binding on and shall insure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
- H. 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 for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
- I. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
 Attn: Mark Hilty, ACA
 109 Third Ave. South
 P.O. Box 305
 Franklin, TN 37065-0305

In the case of Owner:

ECG Wood Duck, LP
 Attn: Hunter Nelson
 1030 16th Ave. S., Suite 500
 Nashville, TN 37212

- J. This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only be an instrument of equal formality signed by the respective parties.

II. General Terms and Conditions

A. Personal Liability.

No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Owner or successor or on any obligations hereunder; provided, however, the City shall remain liable to Owner for its gross negligence and willful misconduct to the extent permitted by law.

B. Warranties /Limitation of Liability/Waiver.

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

C. Severability.

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

[Signature pages follow next]

IN WITNESS WHEREOF the said parties have hereunto set their signatures, on this day and date first above written.

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Cayce Anderson, City Recorder

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, personally appeared, Dr. Ken Moore and Cayce Anderson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Dr. Ken Moore acknowledged himself to be Mayor and Cayce Anderson acknowledged herself to be City Recorder of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

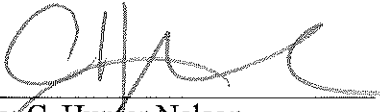
Approved as to form:

By: _____
William E. Squires
Deputy City Attorney

OWNER:

**ECG WOOD DUCK, LP,
a Tennessee limited partnership**


By: ECG Franklin SLP, LLC,
a Tennessee limited liability
company, is Class B Limited
Partner

By: 
Name: C. Hunter Nelson
Title: Manager

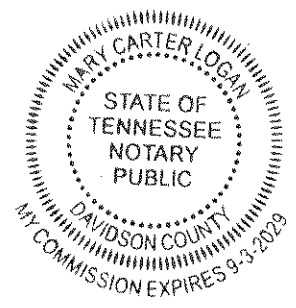
STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, Mary Carter Logan, a Notary Public of said State and County, personally appeared C. Hunter Nelson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager of ECG Franklin SLP, LLC, a Tennessee limited liability company, the Class B Limited Partner of ECG Wood Duck, LP, the within named bargainor, a Tennessee limited partnership, and that he, as such Manager, executed the foregoing instrument for the purpose therein, by signing the name of the limited liability company by himself as Manager of the limited liability company, the Class B Limited Partner of ECG Wood Duck, LP.

Witness my hand and seal, at office, this 14 day of April,
2026.


NOTARY PUBLIC

My Commission Expires: 9-3-2029



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

EXHIBIT A

Legal Description of Wood Duck Court PUD Subdivision

Land in Williamson County, Tennessee, being Lot Nos. OS-1, OS-2 and 15, as shown on the Final Plat of the Wood Duck Court PUD Subdivision, of record in Plat Book P82, Page 112, in the Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete and accurate property description.

Together with the right to use the Cross-Access Easement as shown on the Plan of record in Plat Book 74, page 92, in said Register's Office.

Being the same property as conveyed to ECG Wood Duck, LP, a Tennessee limited partnership by Special Warranty Deed from FPB Wood Duck Property LLC, a Delaware limited liability company, dated April 30, 2024 and recorded in Book 9466, Page 526, in the Register's Office of Williamson County, Tennessee.

Further being the same property as conveyed to Franklin Housing Authority by Quitclaim Deed from ECG Wood Duck, LP, a Tennessee limited partnership, dated April 30, 2024 and recorded in Book 9468, Page 135, said Register's Office.

Further being the same property as leased to ECG Wood Duck, LP, a Tennessee limited partnership from Franklin Housing Authority as evidenced by Memorandum of Lease, dated April 30, 2024 and recorded in Book 9468, Page 140, said Register's Office.

EXHIBIT B

Subject Buildings

See drawing attached hereto.



File #: 26-0433

DATE: 4/28/2026
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Kelly Dannenfelser, Asst. Director of Planning
Chris Koeper

SUBJECT:

Presentation Of The New City Hall Redevelopment Block Guaranteed Maximum Price

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the City Hall Redevelopment Block Guaranteed Maximum Price

BACKGROUND/STAFF COMMENTS:

The City of Franklin is constructing a new City Hall on the Public Square in Historic Downtown Franklin with an estimated completion timeframe of fall 2027. It will be a three-story building with approximately 100,000 square feet, three commercial tenant spaces, a new one-acre public park, a new plaza on the Square, a subgrade parking structure for approximately 200 spaces, streetscape improvements along Third Avenue, and other infrastructure improvements.

The City has utilized the Construction Manager At-Risk approach to construction for all the project components, which results in a Guaranteed Maximum Price for the construction and completion of these seven components. This presentation covers the construction costs (the Guaranteed Maximum Price) and the total project costs that include soft costs and design costs, as well as an overview of the continual value engineering along the way.

FINANCIAL IMPACT:

See the presentation.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the GMP.



File #: 26-0363

DATE: 4/28/2026
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Kelly Dannenfelser, Asst. Director of Planning

SUBJECT:

*Consideration Of Resolution 2026-16, A Resolution Authorizing The Execution Of COF Contract No. 2026-0155 With Hamilton Young For Commercial Brokerage Services And Property Management Services For The Commercial Tenant Spaces As Part Of The City Hall Redevelopment Block

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning commercial brokerage and property management services for the commercial tenant spaces as part of the City Hall Redevelopment Block

BACKGROUND/STAFF COMMENTS:

As part of the City Hall Block Redevelopment, there will be up to three commercial tenant spaces available on 3rd Avenue South totaling 4,500 square feet. The City went through a Request for Qualifications process to seek a qualified commercial brokerage firm to provide licensed leasing agent and management services held to high ethical standards. Several firms submitted statements of qualifications and the top scoring firm for consideration of approval by the Board of Mayor and Aldermen is Hamilton Young, LLC. This firm possesses a deep familiarity with the Franklin commercial market, particularly the unique dynamics of Franklin's historic downtown. The firm serves in this capacity for Harpeth Square, and has experience with numerous businesses in downtown Franklin.

The firm will play a crucial role in curating interesting and appealing local tenants that complement the downtown area and the future park, ensuring that no noxious uses are included. Additionally, the firm will be responsible for identifying and vetting potential tenants to ensure their financial viability. The firm will provide their professional recommendations for the tenant spaces to the BOMA and secure leases with the goal of business openings coinciding with the New City Hall opening in fall 2027. Property management services will continue for 10 years and include communication with tenants, managing lease payments, providing reports to ownership, and other aspects of lease management.

FINANCIAL IMPACT:

Commercial brokerage fees are paid from the lease payments over the duration of the lease. For these tenant spaces, the leasing commission is up to six percent (6%) of the total contracted base rent. Four percent (4%) is to be paid if the prospective tenant is unrepresented by a third-party agent or broker. This commission will be paid fifty percent (50%) within thirty (30) days of any such lease execution and fifty percent (50%) within thirty (30) days of any prospective tenant's opening day of business. Management fees include the greater of (i) \$600 per month or (ii) 5% of the total monthly gross receipts from the Premises for the duration of lease from the date a Certificate of Occupancy is received on the property.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2026-16.

RESOLUTION 2026-16

A RESOLUTION AUTHORIZING THE EXECUTION OF COF CONTRACT NO. 2026-0155 WITH HAMILTON YOUNG FOR COMMERCIAL BROKERAGE SERVICES AND PROPERTY MANAGEMENT SERVICES FOR THE COMMERCIAL TENANT SPACES AS PART OF THE CITY HALL REDEVELOPMENT BLOCK

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 commercial brokerage leasing agent services and property management services in order to execute commercial tenant leases and manage the leased properties for the commercial tenant spaces as part of the City Hall Redevelopment Block; and

WHEREAS, Hamilton Young has been selected through the Request for Qualifications process as the most qualified and cost-effective provider of such services; and

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

WHEREAS, funds will be allocated from the lease payments from the future commercial tenants to cover the costs associated with the contract; and

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

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

Section 1. The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes the City Administrator to execute a COF Contract No. 2026-0155 with Hamilton Young for the provision of Commercial Brokerage and Property Management Services for the Commercial Tenant Spaces in the City Hall Redevelopment Block upon terms acceptable to the City Attorney, as outlined in the attached contract documents (Exhibit A).

Section 2. The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby requires the following criteria to be used in Hamilton Young’s tenant selection process for the purpose of creating engaging spaces and experiences that complement the historic downtown and the City Hall park. The uses must:

- Contribute to the identity, character, and dynamics of historic Downtown Franklin.
- Activate the 3rd Avenue streetscape to draw pedestrians down the block from the historic Public Square.

- Serve the surrounding residential neighborhoods and City Hall uses, such as retail, personal service, and other commercial uses that don't compete with existing downtown businesses.
- Spark vibrant synergy with the adjacent public park to boost activity and enjoyment of the area as a whole.
- Stimulate a climate for entrepreneurial ventures and investment and encourage small and locally-owned businesses. A strong emphasis should be placed on advertising and marketing to potential tenants that are considered local businesses rather than chains.
- Meet the permitted commercial uses within the Downtown District per the Zoning Ordinance, further narrowed down to uses that are activated throughout the day with continuous engagement and activity, while avoiding uses with late night hours past 10 p.m. or overnight hours of operations.
- Ensure that noxious uses and sale of alcohol, smoke or vape products, etc. are not allowed as part of the lease agreements.

Section 3. The Board of Mayor and Aldermen of the City of Franklin, Tennessee hereby authorizes Hamilton Young to select the best tenant(s) and/or mix of tenants for the location and the space(s) based on: (A) the use criteria in Section 2 above; and (B) comprehensive financial information illustrating sound financial wherewithal of the selected tenants; for a sound recommendation of desirable and financially viable tenant selection(s) to the Board of Mayor and Aldermen of the City of Franklin, Tennessee.

Section 4. Hamilton Young will present the viable tenant selection(s) to the Board of Mayor and Aldermen of the City of Franklin, Tennessee. The Board of Mayor and Aldermen of the City of Franklin, Tennessee will have the final approval of the tenant(s) selected by Hamilton Young..

Section 5. The City Administrator is further authorized to take any and all necessary actions to implement and administer the terms of the COF Contract No. 2026-0155 , including any amendments thereto, provided such amendments do not increase the cost to the City.

Section 6. This resolution shall take effect immediately upon its passage and approval.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Cayce Anderson
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____

**Shauna R. Billingsley
City Attorney**

**CITY OF FRANKLIN, TENNESSEE
PROPERTY MANAGEMENT AGREEMENT
COF CONTRACT NO. 2026-0155**

THIS PROPERTY MANAGEMENT AGREEMENT is made this ____ day of _____, 2026 by and between the City of Franklin, Tennessee ("City") and Hamilton Young, LLC, a Tennessee limited liability company ("Agent").

Whereas, the City of Franklin holds certain property in downtown Franklin it wishes to lease to commercial/retail tenants; and

Whereas, the City wishes to engage a brokerage firm in order to retain and manage the tenants in the City's commercial/retail space; and

Whereas, the City performed a search to find the brokerage firm with the best qualifications and experience in order to perform such work; and

Whereas, Hamilton Young, LLC ("Agent"), is a commercial real estate firm specializing in development, brokerage, leasing, and property management services; and

Whereas, the City has determined that Hamilton Young, LLC, has the wherewithal and capabilities to perform the services needed by the City.

NOW, THEREFORE, City and Agent enter into this agreement for property management services upon the terms and conditions stated below.

[Remainder of page intentionally left blank.]

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- Section 3 COLLECTION OF RENTS AND OTHER RECEIPTS**
- Section 4 DISBURSEMENTS FROM OPERATING (AND/OR) RESERVE ACCOUNT(S)**
- Section 5 AGENT NOT REQUIRED TO ADVANCE FUNDS**
- Section 6 FINANCIAL AND OTHER REPORTS**
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- Section 10 MAINTENANCE AND REPAIR**
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1. APPOINTMENT OF MANAGING AGENT.

1.1 APPOINTMENT AND ACCEPTANCE.

City hereby appoints Agent as sole and exclusive Agent of City to manage the property described in subsection 1.2 upon the terms and conditions provided herein. Agent accepts the appointment and agrees to furnish the services of its organization for the management of the Premises; and City agrees to pay all expenses in connection with those services.

1.2 DESCRIPTION OF PREMISES.

The property to be managed by Agent under this Agreement (the "Premises") is known as the approximately 4,500 sq ft of commercial/retail space located at 109 3rd Ave S, Franklin, Tennessee 37064 consisting of the land outside the commercial/retail space and portion of building in which the commercial/retail space is located.

1.3 TERM.

The term of this Agreement shall be for an initial period of ten years (the "initial term") from the date of execution of this Agreement, and thereafter shall be automatically renewed in ten year increments unless terminated as provided in sections 22 or 28 herein. The schedule of performance by Agent shall be as described in attached Exhibit A.

2. BANK ACCOUNTS.

The various bank accounts established under this Agreement shall at all times be established in City's name but under Agent and City's joint control. No amounts deposited in any accounts established under this Agreement shall in any event be commingled with any other funds of Agent or City.

2.1 OPERATING (AND/OR) RESERVE ACCOUNT(S).

City shall establish an account(s) known as the Operating (and/or) Reserve Account(s), separate and apart from City's other accounts, for the deposit of receipts collected as described herein, with _____ Bank. Funds in the Operating (and/or) Reserve Account(s) remain the property of City subject to disbursement of expenses by Agent as described in this Agreement.

2.2 SECURITY DEPOSIT ACCOUNT.

Agent shall maintain a separate account for tenant security deposits and advance rentals.

3. COLLECTION OF RENTS AND OTHER RECEIPTS.

3.1 AGENT'S AUTHORITY.

Agent shall collect all rents, charges and other amounts receivable on City's account in connection with the management and operation of the Premises. Such receipts shall be deposited in the Operating (and/or) Reserve Account(s) maintained by Agent for the Premises.

3.2 SECURITY DEPOSITS.

Agent shall collect, deposit, and disburse tenants' security deposits in accordance with the terms of each tenant's lease.

4. DISBURSEMENTS FROM OPERATING (AND/OR) RESERVE ACCOUNT(S).

4.1 OPERATING EXPENSES.

From the Operating (and/or) Reserve Account(s), Agent is hereby authorized to pay for costs of operating the Premises and for all sums due Agent under this Agreement.

5. AGENT NOT REQUIRED TO ADVANCE FUNDS.

In the event that the balance in the Operating (and/or) Reserve Account(s) is at any time insufficient to pay disbursements due and payable under subsections 4.1, City shall, as promptly as possible upon notice, remit to Agent sufficient funds to cover the deficiency and replenish the contingency reserve. In no event shall Agent be required to use its own funds to pay any disbursements.

6. FINANCIAL AND OTHER REPORTS.

By the 15th day of each month, Agent shall furnish City with a monthly report to include a statement of cash receipts and disbursements from the operation of the Premises during the previous month.

7. ADVERTISING.

Agent is authorized to advertise the Premises or portions thereof for rent, using periodicals, signs, plans, brochures, or displays, or such other means as Agent may deem proper and advisable. Agent is authorized to place signs on the Premises advertising the Premises for rent, provided such signs comply with applicable laws and are acceptable to City. The cost of such advertising shall be paid out of the Operating (and/or) Reserve Account(s). All advertising shall make clear that Agent is the manager of the Premises and not the City.

8. LEASING AND RENTING.

8.1 AGENT METHODOLOGY.

To the fullest extent feasible, Agent shall undertake the obligations of this Agreement according to the methodology described in attached Exhibit B. Agent further agrees that in its tenant selection process it will evaluate the uses proposed by any tenant and give higher weight to those uses that do the following:

- Contribute to the identity, character, and dynamics of historic Downtown Franklin.
- Activate the 3rd Avenue streetscape to draw pedestrians down the block from the historic Public Square.
- Serve the surrounding residential neighborhoods and City Hall uses, such as retail, personal service, and other commercial uses that don't compete with existing downtown businesses.

- Spark vibrant synergy with the adjacent public park to boost activity and enjoyment of the area as a whole.
- Stimulate a climate for entrepreneurial ventures and investment and encourage small and locally-owned businesses. A strong emphasis should be placed on advertising and marketing to potential tenants that are considered local businesses rather than chains.
- Meet the permitted commercial uses within the Downtown District per the Zoning Ordinance, further narrowed down to uses that are activated throughout the day with continuous engagement and activity, while avoiding uses with late night hours past 10 p.m. or overnight hours of operations.
- Ensure that noxious uses and sale of alcohol, smoke or vape products, etc. are not allowed as part of the lease agreements.

Agent is authorized to select the best tenant(s) for recommendation to the City which: (a) meet the criteria above, and (b) demonstrate sound financial wherewithal after review of comprehensive financial information.

8.2 AGENT'S AUTHORITY TO NEGOTIATE; MANAGEMENT.

Agent shall use all commercially reasonable efforts to keep the Premises rented by procuring tenants for the Premises. Subject to terms hereof and only after express written direction from the City, Agent is authorized to negotiate all leases to be entered into between City and rental tenant(s), including renewals and extensions of leases (and expansions of space in the Premises, if applicable), and to cancel and modify existing leases. The form and content of any lease shall be agreed upon by City and Agent, and all leases shall be executed by City. All costs of leasing shall be paid out of the Operating (and/or) Reserve Account(s). In all respects, the Agent shall manage, operate and maintain the property in a commercially reasonable manner for the tenants thereof, subject to (a) applicable laws and regulations, and (b) the terms and provisions of this Agreement.

8.3 NO OTHER RENTAL AGENT.

During the term of this Agreement, City shall not authorize any other person, firm, or corporation to negotiate or act as leasing or rental agent with respect to any leases for space in the Premises. City agrees to promptly forward all inquiries about leases to Agent.

8.4 RENTAL RATES.

Agent is authorized to establish and change or revise all rents, fees, or deposits, and any other charges chargeable with respect to the Premises with written City approval.

8.5 ENFORCEMENT OF LEASES.

With prior written approval from City, Agent may institute, as Agent for the City, all legal actions or proceedings for the enforcement of any lease term, for the collection of rent or other income from the Premises, or for the evicting or dispossessing of tenants or other persons from the Premises. Agent is authorized to sign and serve such notices as Agent deems necessary for lease enforcement, including the collection of rent or other income. Agent is authorized, when expedient and with written approval by City, to settle, compromise, and release such legal actions or suits or reinstate

such tenancies. Attorneys' fees, filing fees, court costs, and other necessary expenses incurred in connection with such actions and not recovered from tenants shall be paid out of the Operating (and/or) Reserve Account(s), after approval by the City, which shall not be unreasonably withheld.

8.6 AGENT LEASING COMMISSIONS.

City agrees to pay Agent a leasing commission of up to six percent (6%) of the total contracted base rent. Four percent (4%) shall be paid if the prospective tenant is unrepresented by a third-party agent or broker. This commission will be paid fifty percent (50%) within thirty (30) days of any such lease execution and fifty percent (50%) within thirty (30) days of any prospective tenant's opening day of business.

8.7 PROSPECTIVE TENANTS.

The Agent shall, at a minimum, reasonably investigate all prospective tenants to assure the same meet financial solvency standards reasonable for the market; provided, however that, the City retains the sole right to approve all tenants. The Agent may, in its discretion, obtain a credit check for all prospective tenants. The Agent shall retain such information for the duration of the tenancy and shall make it available to the City upon reasonable notice, subject to compliance with any confidentiality restrictions required by any credit check company and any applicable laws and regulations. The parties agree that Agent does not guarantee the accuracy of any such information or the financial condition of any tenant.

8.8 DISCRIMINATION PROHIBITED.

The parties acknowledge and agree that the City retains the sole right to approve all tenants. The parties agree that there shall be no intentional discrimination against or segregation of any person or group of persons on account of age, race, color, religion, creed, handicap, sex or national origin in the leasing of the Premises, nor shall the City knowingly permit any such practice or practices of discrimination or segregation with respect to the selection, location, number or occupancy of tenants.

9. CONTRACTORS.

9.1 AGENT'S AUTHORITY TO HIRE.

Agent is authorized to hire, supervise, discharge, and pay all contractors, or other personnel necessary to be employed in the management, maintenance, and operation of the Premises. No structural work to the building may be performed without written authorization from the City.

9.2 CITY PAYS CONTRACTOR EXPENSES.

All wages and fees payable to such contractors hired per subsection 9.1 above, and all local, state, and federal taxes and assessments (including but not limited to Social Security taxes, unemployment

insurance, and workers' compensation insurance) incident to the employment of such personnel, shall be paid by Agent out of the Operating (and/or) Reserve Account(s) and shall be treated as operating expenses.

9.3 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.

The Agent shall require all contractors and subcontractors entering upon the Premises to perform services to have insurance coverage at the contractor's or subcontractor's expense, in the following minimum amounts or such other amounts: (a) worker's compensation, at the statutory amount; and (b) comprehensive general liability insurance, including comprehensive auto liability insurance covering the use of all owned, non-owned and hired automobiles, with bodily injury and property damage limits of \$750,000 per occurrence. The Agent may waive such requirements in its reasonable discretion. The Agent shall obtain and keep on file a certificate of insurance which shows that each contractor and subcontractor is so insured.

10. MAINTENANCE AND REPAIR.

Agent is authorized to make or cause to be made, through contracted services or otherwise, all ordinary repairs and replacements reasonably necessary to preserve the Premises in its present condition and for the operating efficiency of the Premises. The expense to be incurred for any one item of maintenance, alteration, refurbishing, or repair shall not exceed the sum of \$3,000.00, unless such expense is specifically authorized by City, or is incurred under such circumstances as Agent shall reasonably deem to be an emergency.

12. AGENT ACCOUNTS AND BOOKS SUBJECT TO AUDIT.

12.1 CITY'S RIGHT TO AUDIT.

The City, or an auditor on City's behalf, may examine all books, records and files maintained for the City by the Agent. The City, or an auditor on its behalf, may perform any audit or investigations relating to the Agent's activities at any office of the Agent if such audit or investigation relates to the Agent's activities for the City. Should the City discover defects in internal controls or errors in record keeping, the Agent shall undertake with all appropriate diligence to correct such discrepancies either upon discovery or within a reasonable period of time. The Agent shall inform the City in writing of the action taken to correct any audit discrepancies. Any audit or investigation performed by the City will be conducted at the City's sole expense.

12.2 BOOKS OF ACCOUNTS.

Agent shall maintain adequate and separate books and records for the Premises with the entries supported by sufficient documentation to ascertain their accuracy, which books shall be subject to audit by the City and its auditors. The Agent shall maintain such books and records at the Agent's office. The Agent shall assert such control over accounting and financial transactions as is reasonably necessary to protect the City's assets from theft, error or fraudulent activity by the Agent's employees. The Agent shall bear the losses arising from the fraud or gross negligence of

the Agent or any of its employees or agents, including, without limitation, the following: (a) theft of assets by the Agent's employees, principals, or officers or those individuals associated or affiliated with the Agent; (b) overpayment or duplicate payment of invoices arising from either fraud or gross negligence, unless credit is subsequently received by the City within ten (10) days of such overpayment or duplicate payment; (c) overpayment of labor costs arising from either fraud or gross negligence, unless credit is subsequently received by the City within ten (10) days of such overpayment; (d) overpayment resulting from payment from suppliers to the Agent's employees or agents arising from the purchase of goods or services for the Premises; and (e) unauthorized use of facilities by the Agent or the Agent's employees or agents.

13. RELATIONSHIP OF THE PARTIES.

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of City and for City's account. In taking any action under this Agreement, Agent shall be acting only as Agent for City, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Premises. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of City. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

14. INDEMNIFICATION.

Agent 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 Agent's intentional acts or negligence 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 Agent and City, they shall be borne by each party in proportion to its own negligence.

15. LIABILITY INSURANCE.

15.1 CITY INSURANCE.

City shall obtain and keep in force adequate insurance against physical damage (e.g., fire with extended coverage endorsement, boiler and machinery, etc.) and against liability for loss, damage, or injury to property or persons which might arise out of the occupancy, management, operation, or maintenance of the Premises. Deductibles required under such insurance policies shall be City's expense. Agent shall be covered as an additional insured on all liability insurance maintained with respect to the Premises. Liability insurance shall be adequate to protect the interests of both City and Agent in form, substance, and amounts.

15.2 AGENT INSURANCE.

During the course of this Agreement, Agent 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 or Errors and Omissions Insurance, whichever shall apply, with a limit of \$1,000,000 annual aggregate.

Consultant shall add the City an additional insured on all policies unless otherwise prohibited. 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.

16. NO ASSUMPTION OF CERTAIN LIABILITIES.

Neither party assumes any liability whatsoever for any acts or omissions of the other. Agent assumes no liability for any failure of or default by any tenant in the payment of any rent or other charges due City or in the performance of any obligations owed by any tenant to City pursuant to any lease or otherwise. Agent assumes no liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of City in writing.

17. EACH PARTY RESPONSIBLE FOR EXPENSES OF LITIGATION.

Each party shall pay its own expenses including, but not limited to, reasonable attorneys' fees and any liability, fines, penalties or the like, in connection with any claim, proceeding, or suit involving either of them, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, or mental or physical handicap.

18. AGENT'S COMPENSATION AND EXPENSES.

18.1 MANAGEMENT FEES.

a. The greater of (i) \$600 per month or (ii) 5% of the total monthly gross receipts from the Premises, payable by the 10th day of the month for the duration of this Agreement from the date a Certificate of Occupancy is received on the Property.

b. If Agent uses its own Maintenance Technicians to service the property, the Agent would charge \$80/hr for those services plus applicable supplies needed.

c. Agent shall pass through a software expense of \$50 per month.

19. REPRESENTATIONS.

City represents and warrants: That City has full power and authority to enter this Agreement; that there are no written or oral agreements affecting the Premises other than tenant leases, copies of which have been furnished to Agent; that there are no recorded easements, restrictions, reservations, or rights of way which adversely affect the use of the Premises for the purposes intended under this Agreement; that to the best of City's knowledge, the property is zoned for the intended use; that all leasing and other permits for the operation of the Premises have been secured and are current; that the building and its construction and operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders, or the like (including, but not limited to, those pertaining to hazardous or toxic substances); that the building does not contain any asbestos, urea, formaldehyde, radon, or other toxic or hazardous substance unless City notifies Agent prior to entering in to this Agreement; and that no unsafe condition exists.

20. STRUCTURAL CHANGES.

City expressly withholds from Agent any power or authority to make any structural changes in any building, or to make any other major alterations or additions in or to any such building or to any equipment in any such building, or to incur any expense chargeable to City other than expenses related to exercising the express powers vested in Agent through this Agreement, without the prior written consent of the Designated Representative.

However, such emergency repairs as may be required because of danger to life or property, or which are immediately necessary for the preservation and safety of the Premises or the safety of the tenants and occupants thereof, or required to avoid the suspension of any necessary service to the Premises, or to comply with any applicable federal, state, or local laws, regulations, or ordinances, shall be authorized pursuant to subsection 10.1 of this Agreement, and Agent shall notify City appropriately.

21. BUILDING COMPLIANCE.

Agent does not assume and is given no responsibility for compliance of the Premises or any building thereon or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify City promptly or forward to City promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters and to work with the City to ensure compliance as required. City represents that to the best of City's knowledge the Premises and all such equipment comply with all such requirements, and City authorizes Agent to disclose the City's ownership of the Premises to any such officials and agrees to indemnify and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed by reason of any present or future violation or alleged violation of such laws, ordinances, statutes, or regulations.

22. TERMINATION.

22.1 TERMINATION BY EITHER PARTY.

This Agreement may be terminated by either City or Agent, with or without cause, at any time upon the giving of one hundred eighty (180) days' written notice.

22.2 TERMINATION FOR CAUSE.

The parties reserve the right to terminate this agreement, except as to liabilities or obligations which have accrued or arisen prior to such termination, or which accrue pursuant to subsection 22.3 as a result of such termination, and obligations to insure and indemnify, upon the occurrence of any of the following events:

(a) Breach Of Agreement--Thirty (30) days after the receipt of notice by either party to the other specifying in detail a material breach of this Agreement, if such breach has not been cured within said thirty (30) day period; or if such breach is of a nature that it cannot be cured within said thirty (30) day period but can be cured within a reasonable time thereafter, if efforts to cure such breach have not commenced or/and such efforts are not proceeding and being continued diligently both during and after such thirty (30) day period prior to the breach being cured. However, the breach of any obligation of either party hereunder to pay any monies to the other party under the terms of this Agreement shall be deemed to be curable within thirty (30) days.

(b) Excessive Damage--Upon the destruction of or substantial damage to the Premises by any cause, or the taking of all or a substantial portion of the Premises by eminent domain, in either case making it impossible or impracticable to continue operation of the Premises.

22.3 FINAL ACCOUNTING.

Within ninety (90) days after termination of this Agreement for any reason, Agent shall deliver to City the following: (a) a final accounting, setting forth the balance of income and expenses related to the Premises and leases thereon as of the date of termination; (b) transfer to any account indicated by the Agent any balance or monies of the Agent or tenant security deposits held by Agent; and (c) deliver to a subsequent property manager or other agent indicated by the City all materials and supplies, keys, books and records, contracts, leases, receipts for deposits, unpaid bills and other papers or documents which pertain to the Project. For a period of ninety (90) days after such expiration or cancellation for any reason other than the City's default, the Agent shall be available to consult with and advise City regarding the operation and maintenance of the Premises. In addition, Agent shall cooperate with City in notifying all tenants of the Premises of the expiration and termination of this Agreement, and shall use reasonable efforts to cooperate with the City to accomplish an orderly transfer of the operation and management of the Premises to a party designated by City. The Agent shall receive its monthly fee for such services. Agent shall, at its cost and expense, promptly remove all signs wherever located indicating that it is the property manager and replace and repair any damage resulting therefrom. Termination of this Agreement shall not release either party from liability for failure to perform any of the duties or obligations as expressed herein and required to be performed by such party for the period prior to the termination.

22.3 INTENTIONALLY OMITTED.

22.4 CITY RESPONSIBLE FOR PAYMENTS.

Upon termination of or withdrawal from this Agreement, City shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of City and responsibility for payment of all unpaid bills.

Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to City, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due City or of tenant security deposits, or both, which were held by Agent with respect to the Premises, as well as a final accounting reflecting the balance of income and expenses with respect to the Premises as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Premises.

23. INDEMNIFICATION SURVIVES TERMINATION.

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the parties to have insured or to defend, reimburse, or indemnify the other shall survive any termination.

24. HEADINGS.

All headings and subheadings employed within this Agreement are only for convenience and ease of reference, and are not to be considered in the construction or interpretation of any provision of this Agreement.

25. FORCE MAJEURE.

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of the parties, and any time periods required for performance shall be extended accordingly.

26. COMPLETE AGREEMENT.

This Agreement, including any specified attachments, constitutes the entire agreement between City and Agent with respect to the management and operation of the Premises and supersedes and replaces any and all previous management agreements entered into or/and negotiated between City and Agent relating to the Premises covered by this Agreement. No change to this Agreement shall be valid unless made by amendment executed and approved by City and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by City and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties,

representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

27. RIGHTS CUMULATIVE; NO WAIVER.

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

28. APPLICABLE LAW AND PARTIAL INVALIDITY.

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Tennessee, with venue located in Williamson County, Tennessee. If any part of this Agreement shall be declared invalid or unenforceable, it shall be considered severed and the remainder of the Agreement shall be deemed to be intact and binding.

29. DISPUTE RESOLUTION.

Neither arbitration nor mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. Neither arbitration nor mediation, if undertaken, shall be binding.

30. NOTICES.

Any notices, demands, consents, and reports necessary or provided for under this Agreement shall be in writing and shall be addressed as follows, or at such other address as City and Agent individually may specify hereafter in writing:

Agent:	Hamilton Young LLC 198 E Main Street Ste 101 Franklin, TN 37064
City:	City of Franklin, Tennessee c/o _____ 109 3rd Ave S, Franklin Tennessee 37064

31. ASSIGNMENT; SUCCESSORS.

Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. The terms and obligations of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

[Remainder of page intentionally left blank; signature page to follow.]

SIGNATURE PAGE TO MANAGEMENT AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this _____ day of _____, 2026.

FOR CITY:

FOR AGENT:

CITY OF FRANKLIN, TENNESSEE

HAMILTON YOUNG, LLC

By: _____

By:  _____
Steve Bacon (Apr 17, 2026 15:30:57 EDT)

Name: Dr. Ken Moore

Name: Steve Bacon

Title: Mayor

Title: Managing Member

Date

04-17-26

Date

ATTEST:

BY: _____

Angie Skarp, City Recorder

Date: _____

Approved as to Form:

William E. Squires
Deputy City Attorney

Exhibit A

Schedule

See Attached Exhibit A - Timeline

Exhibit B

Project Approach and Methodology

Hamilton Young proposes a structured, transparent, and community-centered approach to securing and managing high-quality commercial tenants for the City of Franklin's City Hall block redevelopment. Our methodology is grounded in deep familiarity with Downtown Franklin's historic context, tenant ecosystem, zoning framework, and public expectations, and is designed to deliver fully leased, operational tenant spaces by September 1, 2027.

Phase 1: Project Initiation & Alignment

Hamilton Young will begin with close coordination with City staff to confirm project goals, operational constraints, zoning parameters, and desired tenant characteristics. This phase includes:

Confirmation of permitted and excluded uses, operating hour limitations, and noxious use prohibitions

Review of building constraints, including grease duct rough-ins, submetering, and kitchen limitations

Establishment of tenant financial underwriting standards and evaluation criteria

Establishment of asking rents and landlord provided tenant improvement allowances

This phase ensures early alignment with City leadership, BOMA, and legal counsel, reducing risk later in the process.

Phase 2: Stakeholder Engagement & Market Intelligence

Recognizing the importance of public trust and downtown cohesion, Hamilton Young will engage key stakeholders early to ensure tenant selections complement the Public Square, adjacent park, and existing businesses. Engagement will include meetings with: Downtown Franklin Association

Downtown Neighborhood Association

Visit Franklin

City and County stakeholders, including City Hall and Courthouse representatives

Insights gathered will inform tenant mix strategy, operating profiles, and marketing outreach to ensure compatibility with downtown dynamics and community expectations.

Phase 3: Targeted Marketing & Tenant Outreach

Hamilton Young will lead a targeted marketing effort emphasizing local and regional businesses, entrepreneurs, and owner-operators aligned with Downtown Franklin's

character. Marketing efforts will include:
Direct outreach to curated local business prospects

Broker-to-broker outreach within the regional commercial brokerage community

Targeted marketing materials highlighting adjacency to City Hall, Historic Square, the public park, and parking assets

Clear communication of use limitations, kitchen capabilities, and operational requirements

Marketing on Hamilton Young's software platforms, Costar, Loopnet and Newsletter.

Special care will be taken to curate uses that activate the streetscape throughout the day, draw pedestrians from the Public Square, and the newly built City Park and complement, rather than compete with, existing downtown businesses.

Phase 4: Tenant Vetting, LOIs, and Financial Due Diligence

Hamilton Young will obtain qualified Letters of Intent from prospective tenants meeting the City's use criteria. Each prospective tenant will undergo a rigorous vetting process, including:

Review of business plans and operational concepts

Analysis of financial statements, capitalization, and creditworthiness

Assessment of operational experience and staffing capacity

Evaluation of fit relative to space constraints and adjacency considerations

Our team will provide professional recommendations based on both qualitative placemaking considerations and quantitative financial risk analysis.

Phase 5: Tenant Selection & BOMA Presentation

Hamilton Young will present the recommended tenant(s) (up to three) at a BOMA Work Session and Voting Meeting. This will include:

Strengths, risks, and mitigation strategies

Recommended tenant mix

Lease structure considerations

Upon approval, Hamilton Young will work closely with the City Administrator and City Attorney to finalize and execute lease agreements.

Phase 6: Lease Negotiation & Execution

Our licensed commercial brokerage team will lead all lease negotiations, ensuring lease

terms:

Protect the City's long-term interests

Reflect market-appropriate economics

Enforce use restrictions and operating requirements

Require appropriate insurance coverage and financial safeguards

Phase 7: Property Management & Ongoing Lease Administration

Following lease execution, Hamilton Young will provide ongoing property management services for the duration of the lease term, including:

Acting as the primary point of contact for tenants

Managing rent collection and monthly financial reporting

Confirming compliance with lease terms and insurance requirements

Coordinating maintenance and operational issues

Managing renewals, re-leasing, and future tenant transitions

Our integrated brokerage and management platform ensures continuity, accountability, and long-term stewardship of this highly visible civic asset.

COF CON 2026-0155
EXHIBIT A

* Timeline is subject to market conditions and demand and shall be treated as a guideline

Task List:	5/1/2026	6/1/2026	7/1/2026	8/1/2026	9/1/2026	10/1/2026	11/1/2026	12/1/2026	1/1/2027	2/1/2027	3/1/2027	4/1/2027	5/1/2027	6/1/2027	7/1/2027	8/1/2027	9/1/2027	10/1/2027	
City Hall Construction																			
Execute Brokerage and Management	4/28/2026																		
Finalize Asking Terms of Lease with City (TIA, Rent, Term, Guaranty)																			
Create Tenant Prospect Application																			
Discuss desired uses with local																			
Create Marketing Materials (Signage and Offering Memorandum)																			
Go to Market - For Lease																			
BOMA Approval of Tenant (how many																			
Execute Leases																			
Tenant Buildout Plans/Permit Applications																			
Deliver Shell Space/Buildout Commence																			






RES_2026-16_AuthContract2026-0155_Combined_LawApproved

Final Audit Report

2026-04-17

Created:	2026-04-17
By:	Russ Haynes (russ@hamiltonyoung.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAc9cnnu29YH-5NkjuY8EC3AZWLtgsTQFF

"RES_2026-16_AuthContract2026-0155_Combined_LawApproved" History

-  Document created by Russ Haynes (russ@hamiltonyoung.com)
2026-04-17 - 7:27:45 PM GMT
-  Document emailed to Steve Bacon (steve@hamiltonyoung.com) for signature
2026-04-17 - 7:27:52 PM GMT
-  Email viewed by Steve Bacon (steve@hamiltonyoung.com)
2026-04-17 - 7:29:16 PM GMT
-  Document e-signed by Steve Bacon (steve@hamiltonyoung.com)
Signature Date: 2026-04-17 - 7:30:57 PM GMT - Time Source: server
-  Agreement completed.
2026-04-17 - 7:30:57 PM GMT



File #: 26-0398

DATE: 4/28/2026
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Kelly Dannenfelser, Asst. Director of Planning

SUBJECT:

*Consideration Of COF Contract No. 2026-0056, With Nashville Office Interiors For Furniture Distributor Services For The New Franklin City Hall

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2026-0056.

BACKGROUND/STAFF COMMENTS:

The City of Franklin is constructing a new City Hall on the Public Square in Historic Downtown Franklin. It will be a three-story building with approximately 100,000 square feet. The furnishing needs will include a variety of offices and workstations for about 210 employees at buildout, with future growth to approximately 250 employees, public and staff meeting room spaces, lobby, pre-function areas, reception/waiting areas, breakout spaces, break rooms, outdoor spaces, and other ancillary spaces.

The City has conducted a Request for Competitive Sealed Proposals of a furniture distributor to fully furnish the new City Hall on schedule with the construction completion. Services include leading the product selection process, the product specification process, pre-delivery process, temporary storage and mock-up space, installation, and service, warranty, and maintenance needs into the future. Nashville Office Interiors was selected for BOMA consideration as they have extensive experience leading the furniture process with office buildings of comparable size to City Hall and can purchase furnishings through Omnia contract pricing for standardized pricing.

FINANCIAL IMPACT:

The cost estimate for furnishings is \$3,016,150 and installation of \$540,000 with a 10% contingency of \$300,000 that includes freight and potential tariffs. Prices for furnishings are through Omnia contract pricing.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2026-0056.

**CITY OF FRANKLIN, TENNESSEE
GENERAL SERVICES AGREEMENT
COF Contract No. 2026-0056**

THIS GENERAL SERVICES AGREEMENT (“Agreement”) is by and between the **City of Franklin, Tennessee**, (“City”), and **Nashville Office Interiors** (“Vendor”), who mutually agree as follows:

DECLARATIONS. City desires to retain Vendor to provide technical and/or other services in connection with the City’s Project or needs. The Project or description of the work needed is as follows:

Furniture Distributor Services for the New Franklin City Hall

1. SCOPE OF SERVICES. Vendor shall provide furniture distributor services for the Project in accordance with and within the timeline provided in the Scope of Services (“Services”) as found in Attachment A which shall be considered as an integral part hereof.
2. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
3. Vendor shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the amount of Three Million Eight Hundred Fifty Six Thousand One Hundred Fifty and No/100 Dollars (\$3,856,150.00).

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of ____ 202_.

TERMS AND CONDITIONS FOR GENERAL SERVICES

ARTICLE 1. SERVICES. Vendor will:

- 1) Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent Vendors using the standards in the industry.
- 2) Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 3) Unless provided for in the Project Scope of Services (Attachment A), Vendor shall perform all services with its own forces (employees). Should sub-vendors be proposed to be used in the Project, a listing of said sub-vendors with services to be performed shall be provided. After approval of this Agreement, no substitute for sub-vendors shall be allowed unless approved by City.
- 4) 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:

- 1) Provide Vendor with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2) Guarantee to Vendor that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Vendor's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 1) Vendor, 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.
- 2) Vendor 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 Vendor.
- 3) Neither City nor Vendor may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 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 Vendor's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Vendor agree to allocate and limit such liabilities in accordance with this Article.
- 5) **INDEMNIFICATION.** Vendor 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 Vendor'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 Vendor and City, they shall be borne by each party in proportion to its own negligence.

- a) SURVIVAL. The terms and conditions of this paragraph shall survive completion of this services agreement.

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

1) TERMINATION FOR CONVENIENCE. The City may, when in the interests of the City, terminate performance under this Agreement with the Vendor, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Vendor specifying when termination becomes effective. The Vendor 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 Vendor shall stop work when such termination becomes effective. The Vendor shall also terminate outstanding orders and subcontracts for the affected work. The Vendor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Vendor to assign the Vendor's right, title, and interest under termination orders or subcontracts to the City or its designee. The Vendor 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 Vendor has in its possession or control. When terminated for convenience, the Vendor shall be compensated as follows:

- a) The Vendor 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 Vendor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Vendor the amount the City deems the Vendor is due.
- b) The City and the Vendor may agree to the compensation, if any, due to the Vendor hereunder.
- c) Absent agreement to the amount due to the Vendor, the City shall pay the Vendor the following amounts:
 - i) Contract costs for labor, materials, equipment, and other services accepted under this Agreement;
 - ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Vendor'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 Vendor 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 Vendor 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.

- 2) **TERMINATION FOR CAUSE.** If the Vendor 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 Vendor or others, may terminate the performance of the Vendor, 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 Vendor 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 Vendor. Otherwise, the Vendor 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 services of the Vendor are 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 1 shall apply.

- 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 1.
- 4) The City's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCHEDULE.

- 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.
- 2) **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.

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

ARTICLE 6. USE OF DOCUMENTS, DATA.

- 1) All documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Vendor pursuant to this Agreement are instruments of service in respect to the Project. Vendor shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Vendor) whether or not the Project is completed.
 - a) **USE OF DATA SYSTEMS.** Ownership, property interests, and proprietary rights in data systems used by Vendor do not extend to the data created by or supplied to Vendor 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.
 - b) **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Vendor if a request for data or documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Vendor 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, Vendor 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 Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
- 2) By execution of this Agreement, Vendor and its sub-vendor(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Vendor or its sub-Vendor(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 Vendor is limited to the printed copies that are delivered to the Vendor pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Vendor only for the Project as described herein. City's posting or publication of such documents created by Vendor for City shall constitute fair use and shall not constitute an infringement of Vendor's copyright, if any.
- 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 Vendor. Files in electronic media format of text, data, graphics, or of other types that are furnished by Vendor 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.

- 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, Vendor shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 5) When transferring documents in electronic media format, Vendor 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, Vendor at the beginning of this Project.
- 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 Vendor, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Vendor or to Vendor's sub-vendors.
- 7) If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 8) Any verification or adaptation of the documents for extensions of the Project or for any other project will entitle Vendor to further compensation at rates to be agreed upon by City and Vendor.

ARTICLE 7. INSURANCE.

- 1) During the performance of the services under this Agreement, Vendor 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.
- 2) Vendor shall add the City as an additional insured on all policies unless otherwise prohibited.
- 3) Vendor 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.
- 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, Vendor, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 8. PAYMENT.

- 1) City will pay Vendor for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Vendor'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.
- 2) Vendor shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Vendor's services exceeding the original Scope of Services.
- 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 9. MISCELLANEOUS PROVISIONS.

- 1) EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, City and Vendor shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability, or marital status. City and Vendor 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.
 - a) Vendor shall insert the foregoing provision in all contracts relating to this Project.
- 2) TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Vendor 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.
 - a) Vendor shall insert the foregoing provision in all contracts relating to this Project.
- 3) NO THIRD-PARTY RIGHTS CREATED. City and Vendor 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 Vendor.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

- 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 Vendor to limit its liability shall be void and unenforceable.
- 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 Vendor and each person signing on behalf of any vendor, 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 Tenn. Code Ann. § 12-12-106. The Vendor further certifies that it shall not utilize any subcontractor/sub-vendor identified on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- 6) **NON-BOYCOTT OF ISRAEL.** Except for any contract with a total potential value of less than \$250,000, each Vendor, except those with fewer than ten employees, and each person signing on behalf of any such Vendor, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such Vendor 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 10. EXTENT OF AGREEMENT.

- 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.
- 2) **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Vendor 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 Vendor.

ARTICLE 11. DISPUTE RESOLUTION, BREACH.

- 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.
- 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 12. SURVIVAL.

The provisions contained in this General 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.

VENDOR

CITY OF FRANKLIN, TENNESSEE

DocuSigned by:
Derick Peppers
By: _____
Print Name: Derick Peppers
Title: President
Date: 4/20/2026

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

Approved as to Form:

Shauna R. Billingsley, City Attorney



Scope of Work (SOW) City of Franklin City Hall Project – Furniture & Design

Project Overview

This Scope of Work outlines the services to be provided for the furniture procurement, space planning, and interior design of the City of Franklin City Hall. The objective is to create a functional, durable, and aesthetically cohesive environment that supports city staff operations while providing a welcoming experience for the public.

Project Goals

- Deliver a cohesive furniture and design solution aligned with the City of Franklin's brand and standards
- Maximize functionality, efficiency, and comfort for staff and visitors
- Ensure durability and long-term value of all specified furniture
- Maintain compliance with ADA and applicable municipal requirements
- Meet established project timelines and budget constraints

Scope of Services

1. Programming & Needs Assessment

- Conduct meetings with key stakeholders to understand departmental needs
- Evaluate existing spaces, workflows, and furniture requirements
- Identify functional requirements for offices, workstations, conference rooms, public areas, and support spaces

2. Space Planning & Design Development

- Develop preliminary space plans for furniture layouts
- Provide design concepts including finish palettes, materials, and furniture styles
- Collaborate with project team (architects, contractors, city representatives) to ensure alignment
- Revise plans based on feedback and finalized layouts

3. Furniture Specification & Selection

- Initial bid included the limited selection of furniture items listed below:
 - 78 Private Offices (11'6" x 6'0")
 - 126 Workstations (6'0" x 6'0")
 - 204 Task Chairs
 - 124 Training Chairs
 - 62 Training Tables (2'0" x 6'0")
- Select finishes, fabrics, and materials appropriate for high-traffic municipal use
- Ensure all products meet durability, safety, and compliance standards
- Further develop and specify additional furniture and ancillary items as part of the final scope of work
- **Furniture line items are subject to change with further design process, and there will be additional items added and decisions will be made later.**



4. Budgeting & Procurement Support

- Develop detailed furniture budgets aligned with project scope
- Provide product pricing and value-engineering options as needed
- Coordinate ordering, tracking, and delivery schedules
- Work with manufacturers and vendors to ensure timely procurement

5. Project Coordination

- Coordinate with general contractor and project team on schedules and site readiness
- Attend project meetings as required
- Provide updates on furniture production and delivery timelines
- Address any design or procurement issues proactively

6. Delivery & Installation

- Coordinate delivery logistics and installation schedule
- Oversee furniture installation to ensure accuracy and quality
- Conduct punch walk to identify and resolve any deficiencies

7. Project Closeout

- Provide final documentation including product specifications and warranties
- Ensure all items are installed per plan and client expectations are met
- Address any post-installation adjustments or concerns

Assumptions & Exclusions

- Construction services are not included unless otherwise specified
- Electrical, data, and architectural modifications are excluded
- Any changes beyond the approved scope may result in additional costs

Timeline

Project timeline will be established in coordination with the City of Franklin and project team, based on construction schedule and furniture lead times.

Deliverables

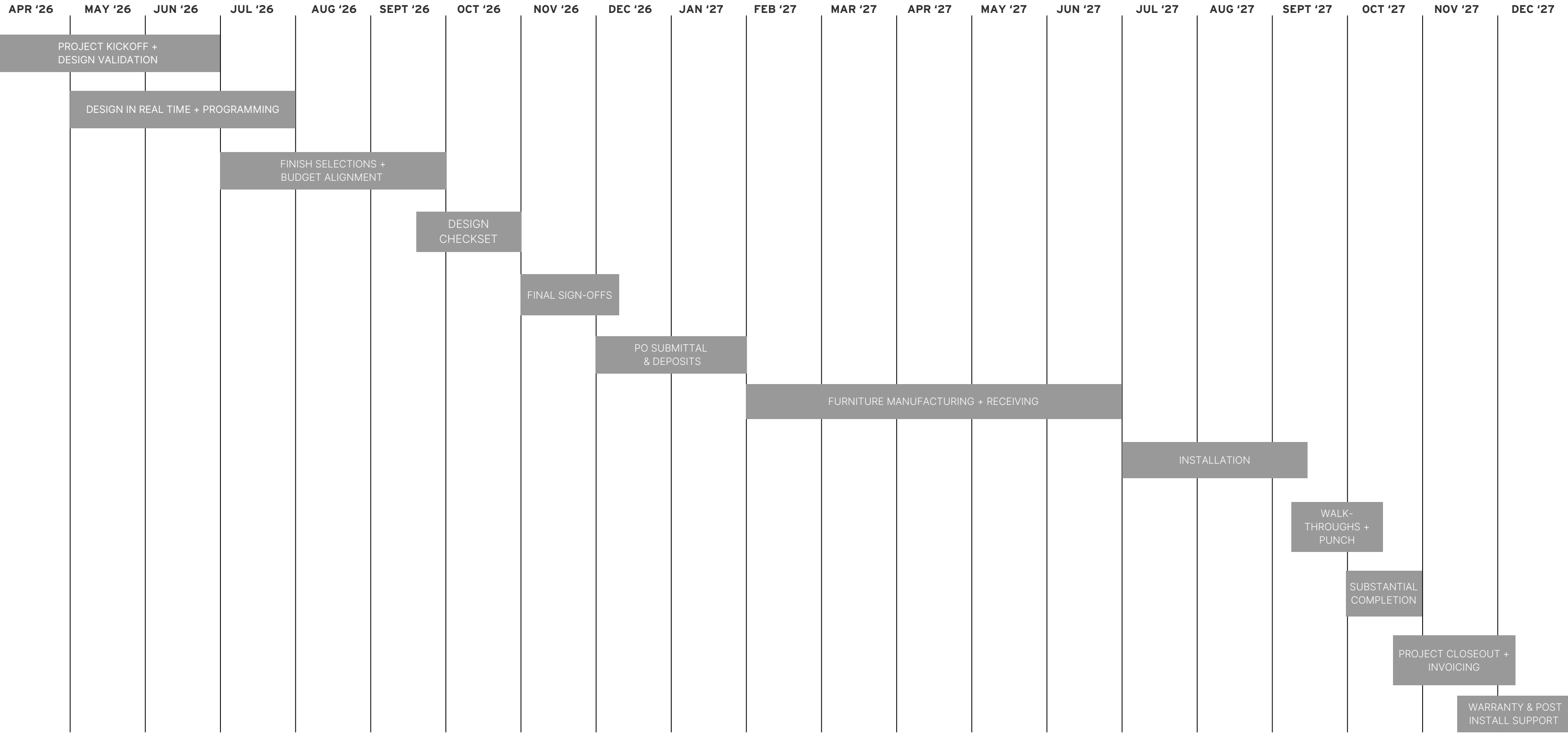
- Space plans and furniture layouts
- Furniture specifications and finish selections
- Budget and procurement documentation
- Installation coordination and final walkthrough

*Prepared for: City of Franklin
Prepared by: NOI, Missy Bean
Date: March 26, 2026*



PROJECT TIMELINE

City of Franklin-City Hall





File #: 26-0441

DATE: 4/28/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Walter Denton, Asst. City Administrator Community Development
Kristine Brock, Asst. City Administrator/CFO

SUBJECT:

Discussion Relating To The Potential Use Of An Infrastructure Development District For The Armistead Development Located At The Northwest Corner Of New Hwy 96 West And Mack Hatcher Parkway

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen concerning the submitted Notice of Intent requesting the creation of an Infrastructure Development District (IDD) for the Armistead development, and its alignment with the City's pending Infrastructure Development District (IDD) Policy. The purpose of the discussion is to gain feedback and guidance from the Board of Mayor and Aldermen regarding the alignment of the proposed IDD with the proposed policy's framework and to specifically evaluate whether the BOMA finds that the IDD meets the framework and thresholds for the Policy's Section 3.3 entitled "Municipal Benefits."

BACKGROUND/STAFF COMMENTS:

The Armistead development was approved by the Franklin Board of Mayor and Aldermen on October 22, 2024. The development includes a mix of uses, a variety of housing, large amounts of preserved open space, and the continuation of farming operations throughout the development. The development team has submitted two site plan applications to the City, but those plans are not yet approved for permitting or construction.

The developer has submitted a Notice of Intent to create an Infrastructure Development District (IDD) for the development. An IDD provides bonds at a lower interest rate than commercial financing that are paid through special assessments to the property owners within the IDD. The Board of Mayor and Aldermen have established an Infrastructure Development District Policy that establishes Municipal Benefits criteria that projects must meet to be approved for an IDD. The criteria are:

- Extraordinary Benefits and Quality Development
- Attainable Housing/Housing Stability

- Enhancement of Infrastructure, Public Service, Safety, and Sustainability
- Redevelopment.

Staff has focused its analysis on Policy 3.3 Municipal Benefits, as further described in Exhibit D of the proposed Policies and Procedures. As described, to qualify for a positive City staff recommendation, the developer must include commitments in two of the City’s priority areas and justify a full credit award in at least one of the two areas. Staff has analyzed the four priority areas using the sample commitments as initial guidance. It is understood that these are just a sampling of commitments, and that BOMA policy allows flexibility to analyze a development beyond this list.

Extraordinary Benefits and Quality Development: Full Credit

- The Armistead development strongly aligns with the guiding principles of Envision Franklin as well as the specific guidelines of the Conservation Subdivision and Neighborhood Mixed-Use Design Concepts.
- It demonstrated engagement with community stakeholders beyond the requirements of the City, holding a five-day charette early in the development process.
- It is providing for the construction and upgrades needed to support their development, including the required off-site infrastructure to serve and mitigate the impact of the development on existing infrastructure.
- The plan includes high-quality placemaking elements and exceeds the established base design standards, contributing to a distinct sense of place. Armistead, at its core, is a neighborhood rooted in preserving the agricultural history of the area. It is continuing the farming operations of the property and incorporating this agricultural context into the pulse of the development.
- It’s also preserving many of the existing farm structures and repurposing them into an educational center for the larger Franklin community. It was not reported in the Notice of Intent whether these resources met the policy of being a minimum of 1% of the principal amount of the special assessment financing or the infrastructure costs of the district if no financing is issued.

Attainable Housing/Housing Stability: No Credit

The amount of diversity in housing types with the Armistead development is commendable and expands the options for housing across life stages and price points, but nowhere in the development plan nor the Notice of Intent does the Armistead team address or commit to providing attainable housing as laid out in the IDD Policies and Procedures. A key component of this priority criteria is dedicating deed-restricted housing units to ensure that affordability can be achieved outside of market-rate-based sales, for family income levels deemed affordable and workforce. Further, neither the plan nor the Notice of Intent addresses a structure for providing rental assistance, home-ownership support, or housing dedicated to special populations.

Enhancement of Infrastructure, Public Service, Safety and Sustainability: Undetermined Credit

It is staff’s opinion that the plan and its commitments do not warrant full credit of this criteria. The plan does not provide for robust design commitments and enhancements to public access, maintenance, and interconnection in a scope that stretches beyond its borders to expand the broader and future networks. However, staff cannot quantitatively determine whether the plan or its commitments meet the threshold for having a limited impact or moderate advancement of public access, maintenance, and interconnection with the City’s broader network.

- The plan has dedicated an area of the site to educational and demonstration facilities that will be open to the public, which also provides a component to the local economy aligned with community food outlets. The Notice of Intent does not provide acreage calculations of this area, to determine whether it meets the criteria suggested minimum of 5% of the total site area.
- The plan does not provide contributions to public infrastructure beyond what is required with the

Traffic Impact Study. There are no Major Thoroughfare Plan projects identified in the area of development, so the new roadway network primarily provides for the development and not the larger area. The same can be said for sewer infrastructure and stormwater facilities. In meetings with the Armistead Team regarding IDD criteria, staff offered the option to contribute to nearby capital projects, but the Armistead Team made no commitments to these projects in the Notice of Intent.

- The supplemental materials provided in the Notice of Intent speak to a commitment to public art throughout the development. This is not shown in any measurable way on the development plan, but there are plenty of opportunities to meet this commitment throughout the development in the large amount of open spaces identified.
- The plan provides a network of trails beyond the standard sidewalk requirements along public and private streets, and Old Charlotte Pike is being converted from a public street to a pedestrian thoroughfare; however sidewalks were also removed along certain public streets and replaced with rural paths. In general, this network of trails does not enhance our walking or biking network beyond the development.
- While Old Charlotte Pike was preserved as a multi-modal trail, it was not extended in a way that connects to the greater greenway trail master plan.
- The development has made a commitment, both in the development plan and the Notice of Intent, to apply Low Impact Development Techniques whenever feasible to construct sustainable stormwater and water conservation measures. Potential LID measures were provided on the development plan, with the intention of working with the City's Best Management Practices (BMP) Manual for Stormwater to find creative solutions that meet City and State requirements.

Redevelopment: No Credit

The district was primarily farm fields prior to the approval of the Armistead plan and therefore does not meet any of the suggested thresholds or intent of this criteria.

FINANCIAL IMPACT:

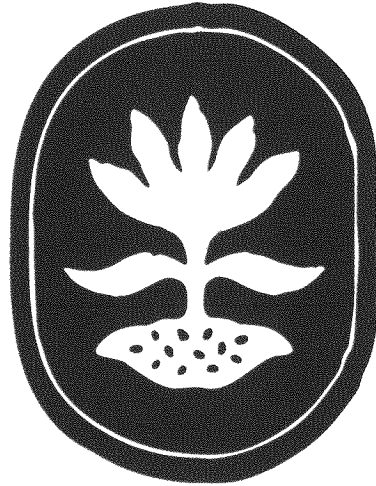
While not the main intent of this discussion, it should be noted that not all of the infrastructure costs identified as eligible for the assessment district have been approved with the development plan, namely reclaimed water infrastructure. Before the consideration of the Notice of Intent is completed, other key policy components should be evaluated by the Board.

The Board has also asked for a tool to help quantify whether an annexation would be a financial benefit to the City, and it seems to be the intent for such a tool to be reviewed at the same time as when the Board would review a Notice of Intent for pursuing an IDD. Even though this property was already in the city and not annexed recently, we have provided the prototype for this tool as an attachment, analyzing the details and data of the Armistead project.

The proposal is at a value to lien ratio of 2:1. The policy/ordinance recommends a value to lien ratio of 3:1. In developing the IDD policy it was noted that high performing cities in other states were generally at or above the 3:1 value to lien ratio.

RECOMMENDATION:

Staff recommends that the Board provide feedback on whether the Armistead Development meets the proposed policies and procedures as it relates to Municipal Benefits and the four criteria.



armistead

FRANKLIN, TN

Armistead Infrastructure
Development District

NOTICE OF INTENT TO SUBMIT PETITION FOR CREATION OF A REAL ESTATE INFRASTRUCTURE DEVELOPMENT DISTRICT

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

I. Developer Information

1. Name of Developer: ArmisteadTN, LLC

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

3. Contact Person: Craige Hoover

Phone Number: 850-240-7778

E-Mail Address: craige@armisteadtn.com

4. Website of Developer (if any): www.armisteadtn.com

5. Type of Business Entity: Limited Liability Company

6. Development Team:

- *Development IDD Consultant:* Pfilip Hunt; Partner; Wrathell Hunt & Associates, LLC; 500 Harbour Place Drive, #1111; Tampa, FL 33602; 251-591-0905
- *Architect/Engineers:* Alan Thompson, P.L.A. and Scotty Bernick; Ragan Smith, a Pape Dawson Company; 4068 Rural Plains Cir #290, Franklin, TN 37064; 615.244.8591
- *Attorney for Developer:* Brooks Smith, Partner; Bradley Arant Boulton Cummings LLP; 1221 Broadway, Suite 2400; Nashville, Tennessee 37203; 615.252.2344

II. Development and Financing Information

7. Does the Developer currently own the area to be included in the district?

Yes

8. Describe any phases of development and the expected timing of each

phase: Phase 1 will include the town center section and two residential hamlets. Below is the table from the approved Development PUD. Our Phase 1 will encompass Phases 1-3 as they are listed below. The phasing of the development will be sequential, with the pacing dictated by market demand. Phases 1-3 will begin immediately in 2026.

OVERALL DEVELOPMENT PROGRAM						
DEVELOPMENT	NON-RESIDENTIAL USE	COMMERCIAL	EVENT SPACE	HOTEL	SINGLE-FAMILY UNITS	MULTI-FAMILY UNITS
OVERALL ENTITLEMENTS	RETAIL/CLUBHOUSE/ OFFICE/ HOTEL/EVENT SPACE	103,750	300 people	75 Keys	369	468
PHASE 1	RETAIL/OFFICE/CLUBHOUSE/ MUSEUM/EVENT SPACE	35,250	100 people		0	306
PHASE 2	RETAIL	1,000			70	29
PHASE 3	N/A				56	8
PHASE 4	RETAIL/CLUBHOUSE/ OFFICE/ HOTEL/DAY CARE/EVENT SPACE	30,500	200 people	75 Keys	79	24
PHASE 5	RETAIL/OFFICE/EDUCATION/ MUSEUM	22,300			54	56
PHASE 6	RETAIL/OFFICE/CLINIC/ANIMAL SERVICES	14,700			108	43

9. Describe how the Developer intends to undertake any financing

payable from special assessments: The public infrastructure will be financed through special assessment revenue bonds issued through a conduit on behalf of the City, with debt service secured solely by the special assessments levied on benefitted parcels. No City taxes or credit support will be required. The Developer will enter a development agreement with the City committing to construct the improvements and satisfy all true-up, reporting, and security requirements.

10. Indicate maximum assessment period requested and explain how

it was determined: The Developer requests a 30-year maximum assessment period, which is the statutory limit under the Act. This duration matches industry practice for special assessment financings, reflects the useful life of the funded infrastructure, and keeps annual assessments at levels appropriate for the future residential and commercial market.

11. Has any other government assistance been requested for the infrastructure costs?

No

12. Did the Developer hold community meeting(s) regarding the development?

Yes, during the PUD development plan process. A 5-day public design charrette was also held in 2023, providing multiple opportunities for public input.

13. Describe how the development supports the City's Envision Franklin Land Use Plan:

The Armistead development directly supports the Envision Franklin Land Use Plan by advancing the plan's core principles of walkability, mixed-use form, conservation of natural landscapes, and context-sensitive neighborhood design. At the time of the development plan submittal, two Envision Franklin design concepts applied to this property: (1) Conservation Subdivision and (2) Neighborhood Mixed-Use. The Armistead plan meaningfully implements both.

1. Alignment with the Conservation Subdivision Design Concept

Armistead preserves and enhances significant natural and agricultural landscapes consistent with the Conservation Subdivision framework. Specifically:

- It maintains large, contiguous areas of open space, working farmland, and ecological features.
- It uses compact development patterns to cluster homes and minimize disturbance to natural systems.
- It integrates trails, farm edges, riparian buffers, and greenways that reflect the Plan's priorities for rural preservation, public access, and environmental stewardship.
- It protects and adaptively reuses cultural and historic resources—including the farmstead structures—aligning with the Plan's focus on heritage landscapes.

This approach ensures development occurs in a manner that protects rural character while providing meaningful community-accessible open space.

2. Alignment with the Neighborhood Mixed-Use Design Concept

Armistead's Town Center and surrounding blocks implement the Neighborhood Mixed-Use concept by providing:

- A compact, walkable street network with human-scaled blocks.
- A mix of residential types, small-format commercial, civic spaces, and hospitality uses.
- Buildings oriented to streets and public spaces, reinforcing an active, interconnected public realm.
- Multi-modal access, including pedestrian priority streets, greenways, and links to the broader mobility network.
- A diverse housing mix—including cottages, townhomes, multifamily, live/work units, and mixed-use buildings—consistent with the Plan's directive for housing variety.

The result is a well-scaled neighborhood center that concentrates activity, supports daily needs close to home, and further strengthens the west side of Franklin.

3. Reinforcing the Core Goals of Envision Franklin

Across both concepts, Armistead advances the Plan's overarching goals by:

- Creating a walkable mixed-use community rather than auto-oriented suburban sprawl.
- Preserving and elevating the natural and agricultural landscape as a defining feature.
- Providing diverse, high-quality housing options aligned with the City's long-term strategy.
- Establishing a connected public realm and strong placemaking framework.
- Building infrastructure that supports sustainability, multimodal mobility, and neighborhood-scale services.

In summary, Armistead fulfills Envision Franklin's vision by combining the Conservation Subdivision and Neighborhood Mixed-Use design concepts into a cohesive, walkable, and conservation-focused community that reflects Franklin's character and meets the City's goals for intentional, high-quality growth.

14. Discuss potential impacts on schools and emergency service providers and any related discussions:

The Armistead development is expected to have a moderate and manageable impact on local schools and emergency service providers. Based on the anticipated mix of housing types—including cottages, townhomes, multifamily units, and mixed-use residential—the student generation rate is projected to be lower than that of traditional single-family subdivisions. The Developer has reviewed Williamson County Schools student yield factors for comparable housing types and expects enrollment impacts to fall within ranges already planned for by the district. The Developer will continue coordinating with Williamson County Schools as the project phases forward to ensure alignment with long-term capacity planning.

Emergency services for the development will be provided by existing City of Franklin police, fire, and EMS departments. The site is located directly across the street from the City's Westhaven fire station (Station 8), which houses both fire response and EMS capabilities, providing immediate proximity and strong response times for the development area. The internal street network, access points, pedestrian facilities, and utility infrastructure have been designed in coordination with City engineering and public safety staff to ensure proper emergency access, turning movements, hydrant placement, and required fire flow capacity.

Throughout the plan review process, the Developer has discussed access, circulation, and infrastructure with City staff, and no service-level concerns were identified that would prevent the development from proceeding. Any questions raised during review have been resolved through coordination with City staff. The Developer will maintain ongoing coordination with the Fire Department, Police Department, and other public safety providers as plats and site plans are submitted to ensure that all emergency response requirements continue to be met.

15. Describe the Developer's proposed municipal benefit commitments (see City IDD Policies Section 3.3):

The Armistead development provides significant municipal benefits consistent with Section 3.3 of the City's IDD Policies. The Developer commits to providing benefits across multiple priority areas—(1) Extraordinary Benefits & Quality Development (full credit requested), (2) Enhancement of Infrastructure, Public Service, Safety & Sustainability, and (3) Housing Diversity and Stability—through high-quality placemaking, preservation of historic assets, meaningful public connectivity, multimodal design, and a diversified housing program.

1. Extraordinary Benefits & Quality Development (Full Credit Requested)

Armistead delivers a level of urban design, placemaking, and cultural preservation that substantially exceeds minimum development requirements. Key commitments include:

- **Preservation and adaptive reuse of the historic farmstead**, including original structures and cultural landscape elements, in alignment with Envision Franklin's emphasis on integrating historic and agricultural resources into new development.
- **Integration of the historic farm core into the public realm**, allowing residents and visitors to experience Franklin's agrarian heritage through trails, open spaces, and programming.
- **A walkable mixed-use town center** featuring human-scaled architecture, active ground-floor uses, pedestrian-oriented streets, and civic gathering spaces.
- **A robust public realm** including plazas, greens, trails, and publicly accessible open space that enhances quality of life and community identity.
- **High-quality architectural and community design standards** that reflect the Conservation Subdivision and Neighborhood Mixed-Use design concepts within Envision Franklin.

These extraordinary benefits create a distinctive, enduring place that delivers public value far beyond typical subdivision development and warrant full municipal benefit credit.

2. Enhancement of Infrastructure, Public Service, Safety & Sustainability

Armistead meaningfully improves the City's mobility and service framework through strategic public connectivity and safety-focused design. Key commitments include:

- **Creation of a new public street network** that connects the north side of Highway 96 West with the west side of Mack Hatcher Parkway, enhancing circulation and mobility in a rapidly growing part of the City.
- **Improved east–west and north–south connectivity**, reducing dependence on major arterials and contributing to a more resilient and multimodal transportation system.
- **Provision of multimodal facilities**, including sidewalks, trails, and pedestrian-priority streets, supporting walkability and sustainable mobility.
- **Coordination with emergency service providers**, including Fire Station 8 located directly across Highway 96 West, to ensure compliant access geometry, fire flow, and emergency response routing.
- **Incorporation of conservation-focused stormwater and environmental design elements** consistent with Envision Franklin's sustainability and open-space goals.

These commitments improve public safety, mobility, and environmental performance without relying on upgrades to existing City systems.

3. Housing Diversity and Stability

Armistead meaningfully contributes to the City's stated housing diversity goals by offering a broad range of residential types not commonly delivered within a single Franklin neighborhood. The development includes:

- Tiny homes,
- Townhomes,
- Live/work units,
- Multifamily units, and
- Cottages and traditional single-family options.

This diversity of housing forms supports Envision Franklin's objective to expand the variety and attainability of housing across life stages and price points. By increasing the

spectrum of available unit types, Armistead enhances neighborhood resilience and long-term housing stability in the west Franklin area.

Taken together, Armistead's commitments to historic preservation, high-quality mixed-use design, public street and mobility connections, environmental stewardship, emergency service coordination, and diversified housing options deliver substantial municipal benefits across multiple priority areas. These benefits align directly with Section 3.3 of the City's proposed IDD Policies and the long-term goals of Envision Franklin. The Developer respectfully requests municipal benefit credit in the applicable categories.

III. Supplemental Information

Developer Background:

ArmisteadTN, LLC is managed by Character Development, whose principals are Craig Hoover and Brian Wright. Character Development is a Franklin-based mixed-use development and placemaking firm formed to conceive, plan, and execute complex, walkable, and environmentally responsive communities.

Craig Hoover is a mixed-use development specialist with more than two decades of experience delivering destination communities and complex entitlement efforts across the United States and the Caribbean. He previously served as the master developer for Southall, a 450-acre farm-based resort in Franklin and recipient of Travel & Leisure's Global Vision Award. Craig also spent years with the international mixed-use development firm Live Work Learn Play, where he led major projects throughout the Southeast and Caribbean. A Franklin native, Craig holds an MBA in Real Estate Development from the University of Florida and has built a career advancing conservation-focused, placemaking-driven communities.

Brian Wright is the founder and principal of Town Planning & Urban Design Collaborative (TPUDC), a nationally recognized planning and urban design practice. Brian has designed multiple agrihoods across the country and has led the creation and reform of dozens of municipal zoning codes, land-use plans, and regulatory frameworks. His work spans public-sector town planning, private-sector community design, mixed-

use development, and form-based code creation, with a particular focus on walkable, mixed-use neighborhoods and agricultural integration.

Together, Character Development brings a unique combined expertise in large-scale planning, mixed-use development, agrihood design, public engagement, and long-range implementation. ArmisteadTN benefits from this integrated leadership structure, which aligns planning, entitlement, design, and development execution under one coordinated team.

Timing:

The Developer has submitted the first site plan for the Town Center and will submit the next site plan for the Phase 1 residential districts in January 2026. The project is ready to begin immediately, with construction commencing upon receipt of a grading permit. Infrastructure construction is anticipated to take approximately 18 to 24 months, with vertical construction beginning as early as eight months after grading has commenced.

IV. Representations and Agreements of Developer

(a) Developer agrees to meet with City representatives, upon request, to answer questions regarding this Notice of Intent and draft petition and to provide supplemental information as needed.

(b) Developer agrees to pay all reasonable expenses incurred by the City, the Industrial Development Board, and the Authority in connection with consideration of any petition and related financings.

(c) Developer agrees to indemnify and hold harmless the City and its officers, employees, consultants, and attorneys from all losses, costs, damages, and liabilities arising from the consideration, approval, or disapproval of any petition.

Developer:

By:  Date: 12-8-25

Name: B. Craige Hoover

Title: Managing Member

Funded Infrastructure

This exhibit describes the Funded Infrastructure eligible for the Infrastructure Development District, with figures derived from the Engineer's Opinion of Probable Cost included in the Master Special Assessment Methodology Report.

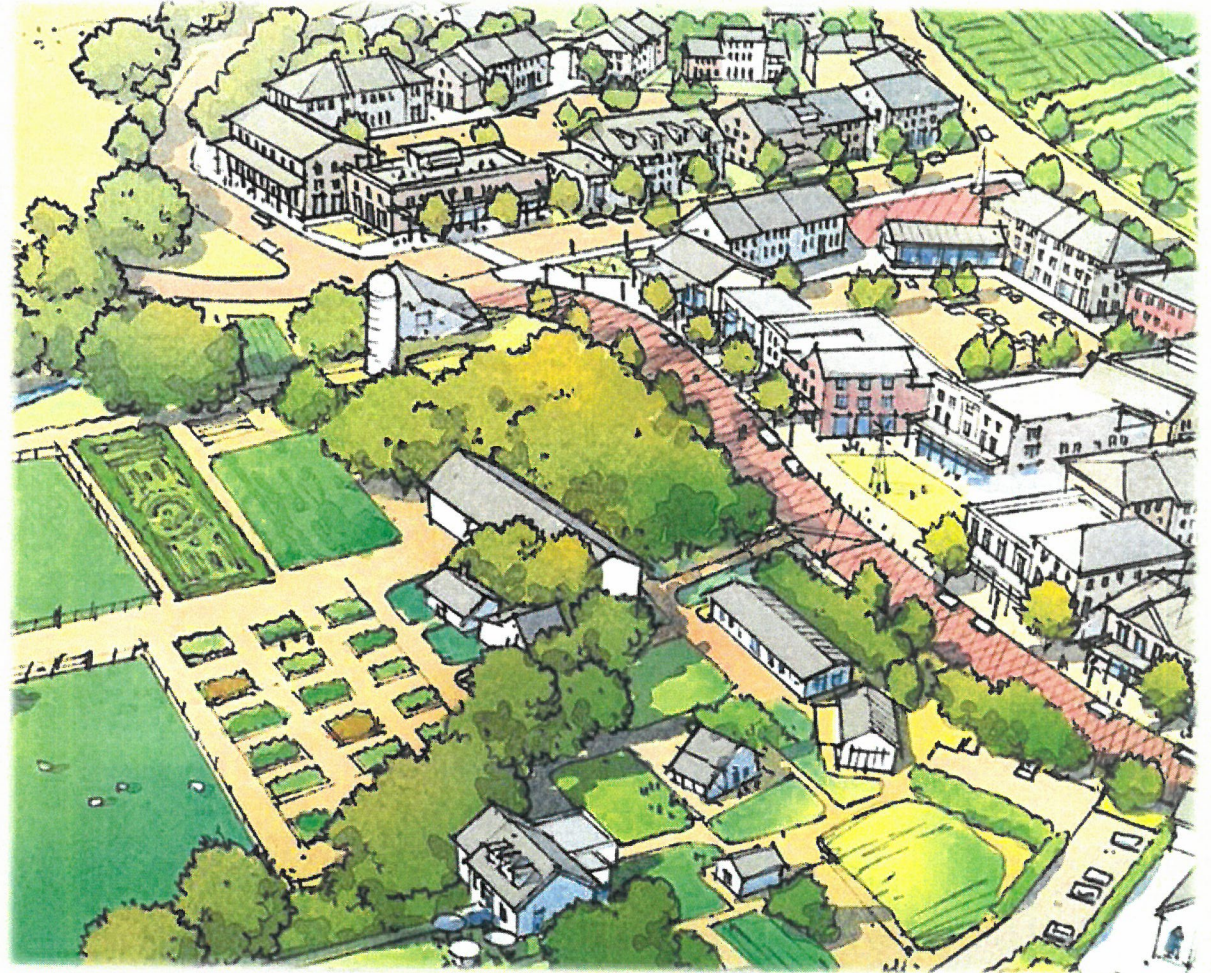
Infrastructure Category	Description	Eligibility (T.C.A. §7-84-802)	Benefit to Parcels	Cost
Reclaimed Water Distribution System	Reclaimed water mains & appurtenances	Utilities	Supports irrigation & sustainability	\$2,444,341
Wastewater System	Gravity & force mains, connections	Utilities	Enables sewer service	\$6,067,235
Stormwater Management System	Stormwater structures (no earthwork)	Stormwater Facilities	Manages runoff & protects parcels	\$4,022,451
Onsite Roadway Improvements	Internal streets, sidewalks, lighting	Roads & Sidewalks	Provides internal access	\$9,893,112
Offsite Roadway Improvements	Improvements required by City/TDOT	Roads & Public Improvements	Ensures safe access	\$5,150,000
Undergrounding of Electric Conduit	Incremental cost of undergrounding	Utilities	Improves reliability & aesthetics	\$1,833,256
Soft Costs & Fees	Engineering, permitting, admin	Eligible Soft Costs	Required to deliver infrastructure	\$1,408,817
Contingency (25%)	Allowance for cost variability	Eligible Cost	Ensures completion of improvements	\$7,704,803
Public Spaces/Landscape/Hardscape	Trails, greens, public realm improvements	Public Realm	Supports walkability & placemaking	\$12,185,776
Environmental/Mitigation	Compliance & mitigation measures	Environmental Compliance	Ensures legal developability	\$208,981
Parkland & Impact Fees	Required municipal fees	Public Facilities	Offsets public service demand	\$3,300,000

Total Estimated Infrastructure Cost: \$54,218,772



armistead

FRANKLIN, TN



Development Plan

Situated on 192 acres in Franklin, Tennessee, Armistead will be an **innovative agrihood** that blends agrarian traditions with modern living. Building on a family farm's legacy since 1887, the development will feature crop and livestock production integrated with a sustainable, mixed-use community. With open spaces, grazing pastures, and orchards amidst residential and retail areas, Armistead aims to foster a diverse and inclusive environment. Various housing options, **from estate homes to cottages to micro-apartments**, will accommodate a wide range of residents. A boutique inn, educational programs, and world-class dining will attract visitors, while core values such as honoring the land, sustainability, and engaging the community will guide the project. Armistead presents a vibrant **vision of farm, food, and family interwoven**, aiming to inspire and connect generations to come.



Armistead by the Numbers

Dwelling Unit Count, by Type

Single Family Detached:	298
Tiny House:	23
Townhouse:	42
Live/Work:	6
Multiplex:	48
Multifamily:	356
Farm Compound:	64





Armistead by the Numbers

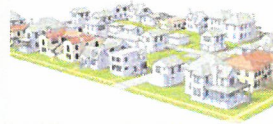
Open Space

- Open Space: 98.72 acres(51%)
- Agriculture: 48 acres (25%)
- Natural Area 39 acres (20%)
- Formal Open Space: 12 acres (6%)

Commercial SF, by Use

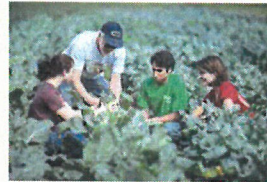
Retail/Personal Service	41,350 SF
Office	21,350 SF
Restaurant	20,150 SF
Doctor's office	1,400 SF
Pet/Vet	1,200 SF
Educational Facilities & Daycare:	4,500 SF
Neighborhood Amenity:	11,500 SF
Inn & Cottages:	75 Keys

Project Pillars



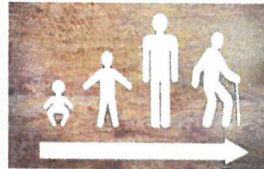
DIVERSITY OF HOUSING TYPES

The key to any ecosystem is diversity. Communities are healthiest when they offer a range of housing types, including single family homes, cottages, town homes, multifamily apartments, and senior living. Diversity of housing types elicits diversity of residents.



PRESERVE THE LEGACY OF FARMING

Armistead has been a farm for centuries, making an “agri-hood” the most appropriate way to allow for density to meet the 21st century context and allowing a new generation of people to cultivate and enjoy the bounty of the land.



CRADLE TO GRAVE LIVING

To accommodate and attract young families, working professionals, empty nesters, as well as folks entering the twilight of their life, Armistead must offer amenities, activities, housing types, and multi-modal transportation that cater to them all.



HISTORIC PRESERVATION

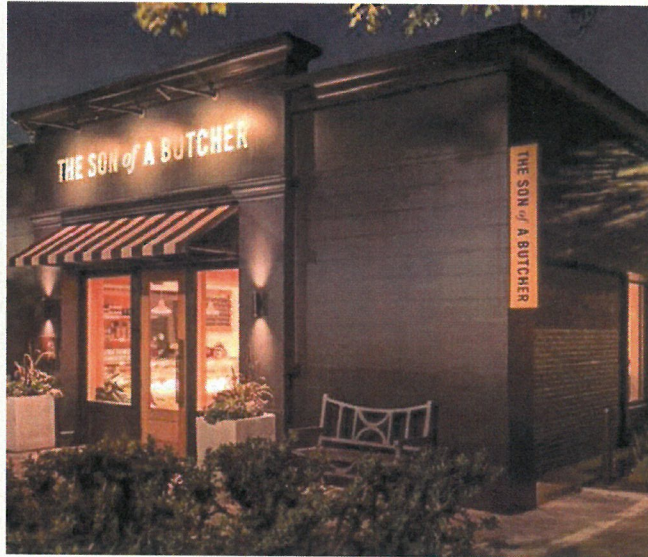
Preserving and up-cycling the existing structures on the property will preserve the family’s history and maintain a modern-day community that is rooted in the past as it advances to the future.



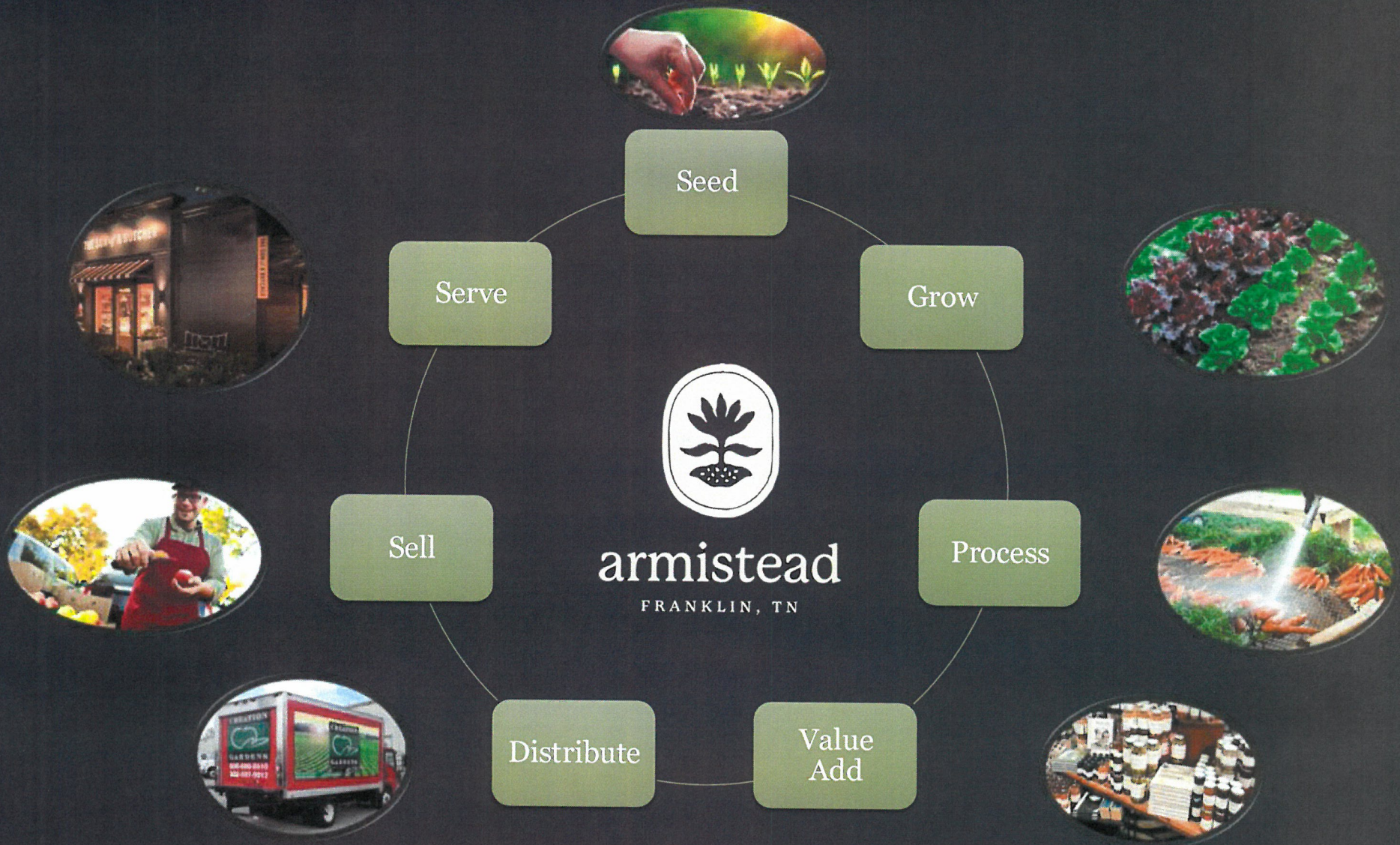
Trails, Gardens, Public art



Community Amenities



Local food & Agricultural HUB



On the Farm



Vegetables and Fruits: A wide variety of seasonal vegetables, fruits, and berries, catering to the tastes and nutritional needs of our community.

Legumes and Mushrooms: Nutrient-rich legumes and a variety of mushrooms, cultivated for both their culinary and ecological benefits.

Grains: including wheat, corn, rye, and barley, meticulously cultivated to produce an array of products from nutritious flours to artisanal spirits.

Leafy Greens and Microgreens: A selection of lettuces and microgreens, grown for their intense flavors and nutritional value.

Cut Flowers: A vibrant assortment of seasonal cut flowers for bouquets, events, and decor, grown sustainably to beautify homes and community spaces.

Tree Nursery: A diverse selection of edible saplings and young trees for landscaping, and orchard planting, nurtured to promote local greening efforts.

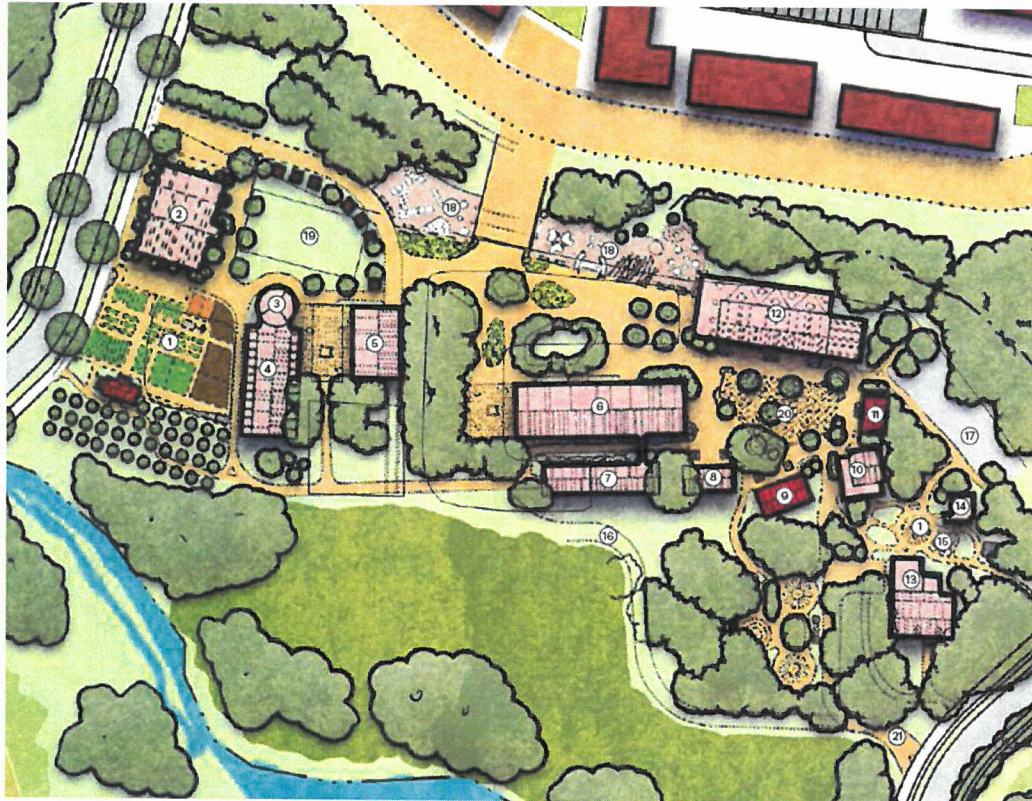
Chickens: Both for egg production and meat (broilers), as well as soil enhancement and pest control.

Pigs and Sheep: Pigs for meat and sheep primarily for wool, contributing to our sustainable textile initiatives.

Bees: Essential for pollination, with honey produced as a valuable by-product.

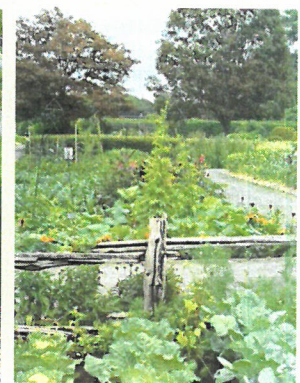
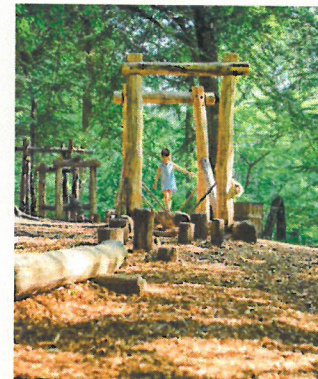
Turkeys and Goats: Turkeys for seasonal meat production and goats for dairy products and land management.

Historic Farm



- | | | | |
|------------------------|-------------------------|----------------------------|----------------|
| 1. Gardens | 7. Processing Kitchen | 13. Sales/Construct Office | 19. Greenspace |
| 2. Hay Barn/Distillery | 8. Shared Kitchen | 14. Smokehouse | |
| 3. Silo | 9. Market Shed (Future) | 15. Root Cellar | |
| 4. Greenhouse | 10. Family Museum | 16. n/a | |
| 5. Granary | 11. Museum Expanded | 17. Parking | |
| 6. Tobacco Barn | 12. Event Shed | 18. Playground | |

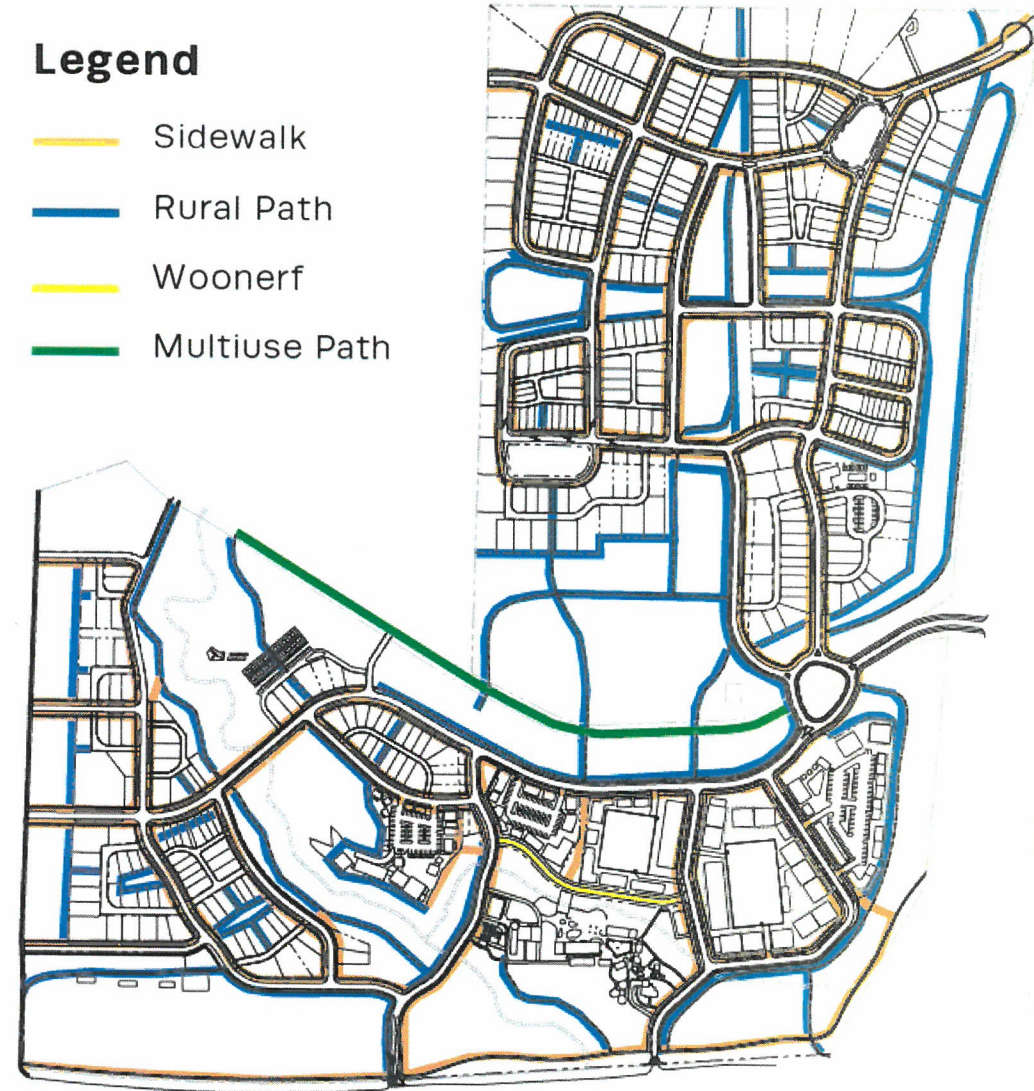
The Historic Farm is both park and farm, highlighted by a demonstration garden showcasing Armistead's full spectrum of agriculture. The existing barns, reborn as a gathering hall and micro-distillery, exude community and craftsmanship, while the iconic silo offers sweeping views. Hands-on learning and community dining flourish under a covered deck, and Market Square occasionally buzzes with local produce and artisanal wares. Together, these elements form a public hub where family history, education, and neighborly bonds are cultivated amidst the beauty of shared space. The Historic Farm is not just a place, but a journey through the past, present, and future of agriculture, a cross-generational touchstone where every path leads to discovery and invites community engagement.



Pedestrian Circulation

Legend

- Sidewalk
- Rural Path
- Woonerf
- Multiuse Path



Economic Impact

\$500M +

Construction over 7-10 years

100k sf

Commercial Space, largely small
businesses

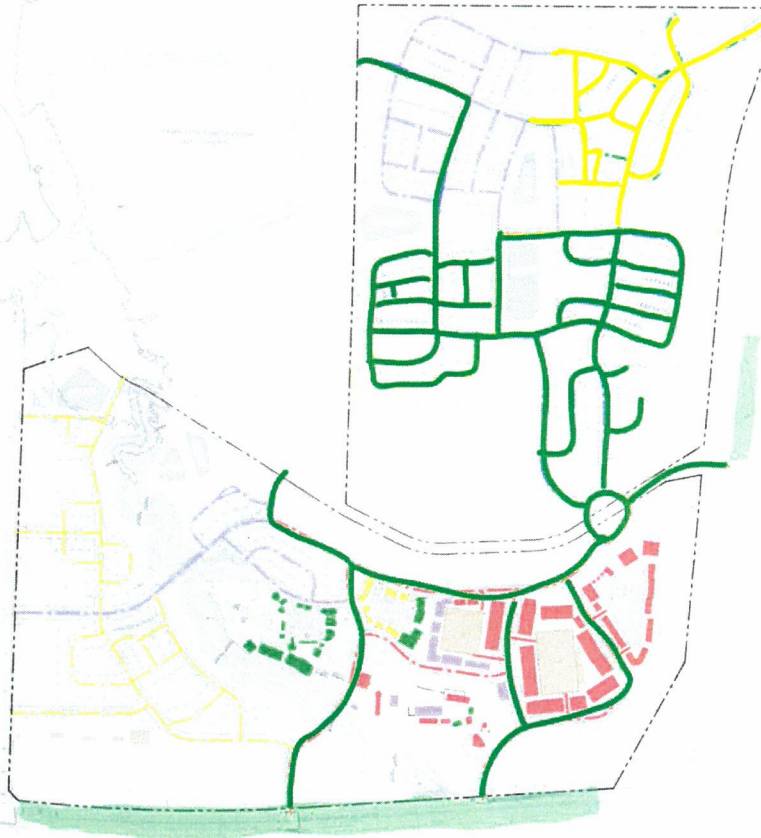
\$3.8M

Projected Annual Sales Tax
Revenue from Town Center

JOBS

Agricultural | Retail | Hospitality | Professional

Phase 1 IDD Infrastructure



IDD Financed Costs associated with Phase 1 Horizontal *(Green lines and Shading)*

- Public ROW roads, storm, landscaping, and utility infrastructure
- Pump Station Upgrade (if necessary)
- Parkland Fees
- Offsite Road Improvements
 - Reimbursables
 - Signalization of Hwy 96
 - Widening of Hwy 96
 - Non-Reimbursables
 - Decel Lane on Hwy96
 - Decel Lane on Mack Hatcher
 - Sidewalk enhancements
- Performance Bonds (Landscape, Off-site, Infrastructure)
- Soft Costs associated with the above

Full Site Public Infrastructure Engineers Opinion of Cost

Table 2

Armistead

Infrastructure Development District

Capital Improvement Plan

Improvement	Total CIP Costs
Reclaimed Water Distribution System	\$ 2,444,341.00
Wastewater System	\$ 6,067,235.00
Stormwater Management System (No Earthwork)	\$ 4,022,451.00
On-site Roadway Improvements	\$ 9,893,112.00
Off-site Roadway Improvements	\$ 5,150,000.00
Incremental Cost of Undergrounding of Electric Conduit	\$ 1,833,256.00
Public Spaces/ Landscape/ Hardscape	\$ 12,185,776.00
Environmental/ Mitigation	\$ 208,981.00
Parkland & Impact Fees	\$ 3,300,000.00
Soft Costs & Fees	\$ 1,408,817.00
Contingency (25%)	\$ 7,704,803.00
Total	\$ 54,218,772.00

Phase 1 Non-IDD Financed Project Costs

- Private roads and alleys, along with associated storm and utilities infrastructure
- Historic Farm renovations, repurposing, and landscaping
- Public Trail Network
- Farm infrastructure (gardens, hoop houses, greenhouses, farm equipment, labor, feed, and seed, wells and irrigation)
- Branding and Marketing Expenses
- HBTS Water Services and Fees
- Common Area Greenspaces, Gazebos and shade structures
- Community Pool
- Multimodal Path (formerly Old Charlotte)
- Pedestrian Bridge to Historic Farm
- Stormwater/Agricultural Ponds
- On-street pervious pavers
- Development Fees and overhead
- Soft Costs associated with the above



IDD Bond Methodology and Terminology

- **Value Assumptions**

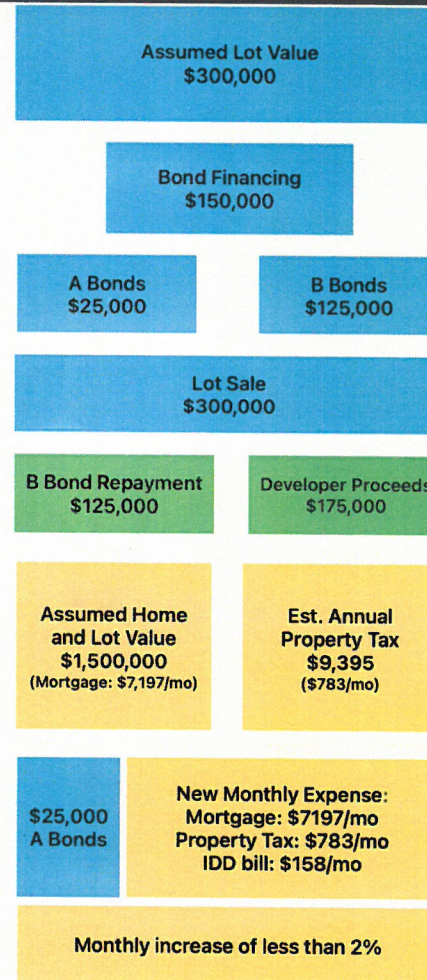
- Expected Size of home * comparable sale price psf = Expected Value of lot with home (EVH)
- $EVH/5 = \text{Assumed lot value (ALV)}$

- **Property tax assumption** = $EVH * .25 / 100 * 2.5051$

- **A Bonds:** Bonds that will be paid by homeowner

- **B Bonds:** Bonds that will be repaid by developer revenue from initial sale

- **MI Bonds:** Bonds associated with future phases. (Essentially 30yr fixed debt)



OR



Phase 1 IDD Bond Encumbrances/Values



Major Improvement Bonds (MI)

- Value: \$13m
- Bonds: \$6.5m
- Proceeds: \$4.9m

A and B Bonds

- Value: \$38m
- Bonds: \$19.8m
- Proceeds: \$14.8m

Village Center and Final Phases
not encumbered by bond issuance

Total Bonds

- Bonds: \$26.3m
- Proceeds: \$19.7m

Total Phase 1 Development Sources and Uses

Sources		Uses	
IDD Proceeds	\$19.8m	Public Infrastructure	\$23m
Developer Expense	\$30.4m	Private Horizontal	\$8m
		Historic Farm	\$5.5m
		Amenities	\$4m
		Farm Development	\$4m
		Developer Overhead	\$3.7m
		Soft Costs	\$2m
Totals	\$50.2m	Total	\$50.2m

Summary

Project Vision: Walkable, mixed-use agrihood integrating historic farm core, diverse housing, and a connected public realm.

Envision Franklin Alignment:

- *Conservation Subdivision:* preservation of farmland, ecological corridors, and historic resources.
- *Neighborhood Mixed-Use:* town center, human-scaled blocks, multimodal access, and a mix of residential + civic + commercial uses.

Municipal Benefits:

- Extraordinary benefits & placemaking, historic preservation, public realm investment, high-quality design.
- Infrastructure & safety enhancements: new public street connections between Hwy 96W & Mack Hatcher; multimodal network; proximity to Fire Station 8.
- Housing diversity: cottages, townhomes, multifamily, tiny homes, and live/work units.

Schools & Emergency Services: Lower student yield than typical subdivisions; ongoing coordination with WCS.

Direct adjacency to Fire Station 8; compliant access, geometry, fire flow, and emergency routing.

Financing Approach: Special assessment revenue bonds; no City credit support. 30-year assessment period consistent with statutory allowances.

Timing: Town Center site plan submitted; residential Phase 1 site plan in Jan 2026.

Construction to begin upon grading permit; infrastructure: 18–24 months; vertical as early as month 8.

Bond Structure Summary Improvement Area (IA):

Phase 1 area producing *finished, platted lots* — primary collateral for bonds.

Major Improvement Area (MIA):

Future phases receiving *master infrastructure only* in Phase 1; increases paper-lot value and supports efficient district-wide phasing.

A/B Bond Structure:

A Bonds: Issued up to 2:1 value-to-lien (Wall Street standard).

B Bonds: Developer-paid down at lot closings to ensure *market-appropriate annual assessments*.

Why It Matters:

- Keeps homeowner assessments reasonable.
- Provides lower-cost non-recourse construction capital.
- Aligns with national best practices (FL/TX) adapted to Franklin’s first IDD.

**Petition for the Establishment of a
Residential Infrastructure Development District
Pursuant to Tennessee Code Annotated §7-84-801 et seq.**

ARMISTEADTN, LLC (the "*Developer*") hereby petitions the Board of Mayor and Alderman of the City of Franklin, Tennessee (the "*City*") to establish and administer a residential infrastructure development district in the manner described herein, pursuant to the authority provided to the City by Tennessee Code Annotated Sections 7-84-801 et seq. (the "*Act*").

1. The name of the proposed residential infrastructure development district is requested to be "Armistead Infrastructure Development District" (the "*District*").

2. The host municipality is the City.

3. The boundaries of the District are hereby requested to be those boundaries set forth in Exhibit A attached hereto, which includes a legal description of such parcels. The Developer represents and warrants that:

a. The entire boundaries of the District lie within the corporate boundaries of the City;

b. No portion of the proposed District overlaps with any other district established pursuant to the Act or with any central business improvement district established pursuant to Tennessee Code Annotated Title 7, Chapter 84;

c. The City directly administers the billing and collection of the City's ad valorem property taxes;

d. As depicted on Exhibit C referenced below, the District is expected to be developed for single and multi-family housing, hotels, and commercial use;

e. The Developer's address is 1740 New Highway 96 West, Franklin, Tennessee 37064.

4. A list of each parcel of property within the District, identified by the parcel identification number and address listed therefor in the office of the assessor of Williamson County, Tennessee (the "*County*") is attached hereto as Exhibit B.

5. A site development plan for the District is attached hereto as Exhibit C (the "*Development Plan*"). The attached Development Plan:

a. identifies all proposed uses of properties within the District, which are intended to be developed as a mixed use development with residential property; and

b. contemplates residential units in the type and number as described on Exhibit D, attached hereto.

6. Exhibit E, attached hereto, depicts the following:
 - a. an estimate of all costs that may be capitalized under generally accepted accounting principles for purchasing, constructing, installing, and equipping Infrastructure;
 - b. the fees or costs imposed by a municipality or utility service provider (i) related to the construction or installation of Infrastructure; or (ii) as a condition to the delivery of utility services to properties within the District;
 - c. the cost of any land required to be donated, dedicated, or otherwise made available to a governmental entity for public purposes, which land shall be valued at either the Developer's demonstrated cost or, if the value of the land has subsequently been appraised, its appraised value, whichever is higher (a., b., and c., collectively, "**Infrastructure Costs**");
 - d. the streets, roads, and sidewalks, hardscape, landscape, and irrigation improvements, and the water, wastewater, electric, telecommunications, and storm water facilities required for the development of the District, and benefitting the properties within the District, whether within or without the boundaries of the District; and the land within the boundaries of the District required to be donated, dedicated, or otherwise made available to governmental entity for public purposes (collectively, the "**Infrastructure**"); and
 - e. an estimate of all other costs of developing the District.

7. The undersigned request that the City levy a special assessment (the "**Assessment**") on each parcel of property within the District as depicted on Exhibit C, following the subdivision of the properties within the District in a manner substantially consistent with Exhibit C, in the manner described below, for the purpose of funding the following:

- a. the Infrastructure Costs associated with all Infrastructure; and
- b. the payment of the principal, premium, and interest on any bonds, notes, or other debt obligations issued pursuant hereto, and the funding of necessary reserves for debt service, capitalized interest, and costs of issuance related to any such bonds, notes, or other debt obligations issued; and
- c. an amount, not to exceed five percent (5%) of special assessments so levied, for administrative expenses, including expenses incurred by the City and the officers of the City, including the assessor of property, trustee, or other tax collecting official, in administering the collection and allocation of special assessments, including a reasonable allocation of overhead expenses.

8. The undersigned request that the Assessment be levied on each parcel in the District as described on Exhibit F, attached hereto, for a period of not to exceed (30) thirty years, for the purpose of funding the costs of the Infrastructure, with the Assessment to be levied on an annual basis. The undersigned represent and warrant that:

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

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

c. the proposed manner and amount of the Assessment apportions the costs of the Infrastructure to each parcel of property within the District in a manner consistent with the benefits received by such parcel as a result of the construction and installation of the Infrastructure. Specifically, each lot within the District is being assessed on a pro rata basis in accordance with the Master Special Assessment Methodology Report attached hereto as Exhibit G. The preliminary assessment report attached as Exhibit E further supports the representations and warranties set forth in this Section 8.

9. The undersigned request that the Assessment be levied and collected annually, beginning in such year as may be agreed to by the City and the Developer, and ending no later than the thirtieth (30th) year thereafter, or such earlier year as is required to pay in full all bonds or other debt issued by the City or by one or more industrial development boards or public building authorities designated or allowed by the City, for the purpose of funding the costs of the Infrastructure, in such manner as may be permitted by the Act. The levy and collection of the Assessment may be commenced as and when each phase is prepared to be developed, as determined by the City and the Developer.

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

11. The undersigned requests that the City:

a. authorize the issuance of bonds or other debt, to be issued directly by the City or by one or more industrial development boards or public building authorities designated or acknowledged by the City for such purpose, for the purpose of funding the costs of the Infrastructure;

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

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

12. The undersigned hereby request that the City hold a public hearing regarding this petition at the time and in the manner required by the Act, and to provide notice thereof in the manner

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

Signature page to follow

Respectfully submitted by the petitioners as of December 4, 2025.

DEVELOPER AND OWNER:

ARMISTEADTN, LLC,
a Tennessee limited liability company

By: Character-Armistead, LLC
Its Manager


By: 
Name: Robert Craig Hoover
Its: Authorized Representative

EXHIBIT A
DISTRICT BOUNDARIES

Tract I:

Being a tract of land lying in Williamson County, Tennessee, generally bounded on the north by West Harpeth Partners (DB 8799, pg. 670), on north and west by HB Development Company (DB 9348, pg. 169), on the east by Mack Hatcher Memorial Parkway (right-of-way varies), and on the south by Old Charlotte Pike (right-of-way varies), and being more particularly described as follows:

Beginning at a concrete monument at the intersection of the west margin of Mack Hatcher Memorial Parkway and the north margin of Old Charlotte Pike, being the southeast corner of the property herein described; thence along the margin of Old Charlotte Pike, the following calls: S 63°39'06" W , 265.07'; thence S 26°15'13" E , 12.91'; thence S 63°44'47" W , 105.95'; thence S 64°04'49" W , 310.25'; thence with a curve turning to the right with a radius of 580.77', an arc length of 140.04', with a chord bearing of S 70°54'04" W , and a chord length of 139.70'; thence with a curve turning to the right with a radius of 189.52', an arc length of 51.86', with a chord bearing of S 85°38'50" W , and a chord length of 51.69' thence N 86°30'51" W , 442.40'; thence with a curve turning to the right with a radius of 333.95', an arc length of 164.08', with a chord bearing of N 72°26'19" W , and a chord length of 162.44'; thence N 58°21'46" W , 150.60'; thence N 56°19'02" W , 98.32'; thence N 55°11'53" W , 67.48' to an iron pin found, being the southeast corner of HB Development Company and the southwest corner of the property herein described; thence leaving Old Charlotte Pike and with the east line of HB Development Company, the following calls: N 08°08'52" E , 565.91' to an iron pin found; thence N 07°49'28" E , 215.10' to an iron pin found; thence N 07°42'11" E , 373.67' to an iron pin found; thence N 06°59'24" E , 1121.88' to an iron pin found, being the northwest corner of the property herein described; thence S 83°46'52" E , 418.66' to an iron pin found, being the southwest corner of West Harpeth Partners; thence leaving HB Development Company and with the south line of West Harpeth Partners, S 83°59'08" E , 1426.24' to a fence post in the west margin of Mack Hatcher Memorial Parkway, being the southeast corner of West Harpeth Partners and the northeast corner of the property herein described; thence along the margin of Mack Hatcher Memorial Parkway, the following calls: S 07°52'23" W , 246.35'; thence S 37°04'11" W , 20.89' to a concrete monument; thence S 23°18'15" W , 106.45' to a concrete monument; thence with a curve turning to the left with a radius of 2029.86', an arc length of 574.59', with a chord bearing of S 19°05'29" W , and a chord length of 572.67' to a concrete monument; thence S 10°58'55" W , 1068.89' to the Point of Beginning. Containing 90.52 Acres, as surveyed by T-Square Surveying, J. Mark Cantrell, RLS #1859, dated 2-18-2025.

Tract II:

Being a tract of land lying in Williamson County, Tennessee, generally bounded on the north by City of Franklin (DB 9006, pg. 62), on the north and west by Old Charlotte Pike (right-of-way varies), on the east by Mack Hatcher Memorial Parkway (right-of-way varies), and on the south by New Highway 96 West (right-of-way varies), and being more particularly described as follows:

Beginning at a concrete monument at the intersection of the west margin of Mack Hatcher Memorial Parkway and the south margin of Old Charlotte Pike, being the northeast corner of the property herein described; thence along the margin of Mack Hatcher Memorial Parkway, the following calls: S 11°02'31" W , 850.05'; thence S 35°01'57" W , 661.46' to a concrete monument at the intersection of the west margin of Mack Hatcher Memorial Parkway and the north margin of New Highway 96 West, being the southeast corner of the property herein described; thence along the margin of New Highway 96 West, the following calls: N 87°53'16" W , 899.48'; thence N 88°02'21" W , 485.06'; thence with a curve turning to the right with a radius of 7640.00', an arc length of 1321.58', with a chord bearing of N 83°05'01" W , and a chord length of 1319.93' to a point at the intersection of the north margin of New Highway 96 West and the east margin of Old Charlotte Pike, being the southwest corner of the property herein described; thence along the

margin of Old Charlotte Pike, the following calls: N 36°19'15" W , 64.08'; thence N 07°54'22" E , 816.99'; thence N 08°26'21" E , 197.28'; thence N 07°49'53" E , 150.78'; thence N 07°44'06" E , 454.95'; thence N 07°59'00" E , 295.86' to an iron pin found, being the southwest corner of City of Franklin and the northwest corner of the property herein described; thence leaving Old Charlotte Pike and with the south line of City of Franklin, N 76°50'25" E , 324.42' to an iron pin found in the south margin of Old Charlotte Pike, being the southeast corner of City of Franklin; thence along the margin of Old Charlotte Pike, the following calls: S 40°06'04" E , 132.67'; thence with a curve turning to the left with a radius of 353.08', an arc length of 111.05', with a chord bearing of S 49°08'29" E , and a chord length of 110.60'; thence with a curve turning to the right with a radius of 1376.58', an arc length of 114.70', with a chord bearing of S 55°43'39" E , and a chord length of 114.66'; thence with a curve turning to the right with a radius of 1376.78', an arc length of 46.55', with a chord bearing of S 52°32'59" E , and a chord length of 46.55'; thence S 51°23'23" E , 172.43'; thence S 51°26'04" E , 521.28'; thence with a curve turning to the left with a radius of 4239.91', an arc length of 263.45', with a chord bearing of S 53°13'40" E , and a chord length of 263.40'; thence S 55°11'53" E , 67.55'; thence S 56°19'02" E , 99.01'; thence S 58°21'46" E , 151.05'; thence with a curve turning to the left with a radius of 358.95', an arc length of 176.36', with a chord bearing of S 72°26'19" E , and a chord length of 174.60'; thence S 86°30'51" E , 442.40'; thence with a curve turning to the left with a radius of 214.52', an arc length of 58.70', with a chord bearing of N 85°38'50" E , and a chord length of 58.51'; thence with a curve turning to the left with a radius of 605.77', an arc length of 146.05', with a chord bearing of N 70°54'07" E , and a chord length of 145.69'; thence N 64°04'49" E , 310.30'; thence N 63°44'47" E , 106.02'; thence S 26°15'13" E , 9.99'; thence N 64°50'39" E , 30.00' to an iron pin found; thence N 84°46'17" E , 164.64' to the Point of Beginning. Containing 102.15 Acres, as surveyed by T-Square Surveying, J. Mark Cantrell, RLS #1859, dated 2-18-2025.

Being the same property conveyed to ArmisteadTN, LLC by quitclaim deed from Short Properties, a Tennessee general partnership of record in Book 9729, Page 413, in the Register's Office of Williamson County, Tennessee.

EXHIBIT B
PARCEL INFORMATION

TAX PARCEL ID: 064 0200 000005064

1740 New Hwy 96 W

City of Franklin #8492

EXHIBIT D
RESIDENTIAL UNIT PLAN

Table 1

Armistead

Infrastructure Development District

Development Plan

Product Type	Total Number of Units	Total Number of Room Keys	Total Number of Sq Ft.
Multifamily	355	-	-
Tiny Home	23	-	-
Attached (Live/Work TH)	6	-	-
Townhomes	42	-	-
Single-family Starter	74	-	-
Single-family Primary	99	-	-
Single-family Premium	83	-	-
Single-family Prime	41	-	-
Quadplex	48	-	-
Farm Compound	64	-	-
Hotel/ Inn	-	75	-
Commercial (Non-residential)	-	-	83,000
Total	835	75	83,000

EXHIBIT E
INFRASTRUCTURE PLANS AND COST ESTIMATES

DESCRIPTION	PROJECT COST	O&M ENTITY
Reclaimed Water Distribution System	\$2,444,341	City
Wastewater System	\$6,067,235	City
Stormwater Management System (No Earthwork)	\$4,022,451	City
Onsite Roadway Improvements	\$9,893,112	City
Offsite Roadway Improvements	\$5,150,000	City / TDOT
Incremental Cost of Undergrounding of Electric Conduit	\$1,833,256	MTE
Soft Cost & Fees	\$1,408,817	As Above
<i>Subtotal</i>	<i>\$30,819,212</i>	<i>As Above</i>
<i>Contingency (25%)</i>	<i>\$7,704,803</i>	<i>As Above</i>
<i>Subtotal + Contingency</i>	<i>\$38,524,015</i>	<i>As Above</i>
Public Spaces/Landscape/Hardscape	\$12,185,776	City
Environmental/Mitigation	\$208,981	City
Parkland & Impact Fees	\$3,300,000	City
<i>Subtotal</i>	<i>\$15,694,757</i>	<i>As Above</i>
TOTAL	\$54,218,772	

EXHIBIT F
ASSESSMENT PLAN

Table 5

Armistead
Infrastructure Development District

Bond Assessment Apportionment

Product Type	Total Number of Units	Total Number of Room Keys	Total Number of Sq Ft	Total Cost Allocation	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit/ per Sq Ft.*
Multifamily	355	-	-	\$12,649,413.66	\$17,584,063.09	\$49,532.57	\$3,991.65
Tiny Home	23	-	-	\$1,229,309.21	\$1,708,873.74	\$74,298.86	\$5,987.48
Attached (Live/Work TH)	6	-	-	\$427,585.81	\$594,390.87	\$99,065.14	\$7,983.30
Townhomes	42	-	-	\$2,993,100.70	\$4,160,736.06	\$99,065.14	\$7,983.30
Single-family Starter	74	-	-	\$5,273,558.37	\$7,330,820.67	\$99,065.14	\$7,983.30
Single-family Primary	99	-	-	\$8,818,957.41	\$12,259,311.59	\$123,831.43	\$9,979.13
Single-family Premium	83	-	-	\$8,872,405.64	\$12,333,610.45	\$148,597.72	\$11,974.96
Single-family Prime	41	-	-	\$5,113,213.69	\$7,107,924.09	\$173,364.00	\$13,970.78
Quadplex	48	-	-	\$2,137,929.07	\$2,971,954.33	\$61,915.72	\$4,989.56
Farm Compound	64	-	-	\$2,550,572.09	\$3,962,605.77	\$61,915.72	\$4,989.56
Hotel/ Inn	-	75	-	\$2,004,308.50	\$2,786,207.18	\$37,149.43	\$2,993.74
Commercial (Non-residential)	-	-	63,000	\$1,848,417.84	\$2,569,502.18	\$30.96	\$2.49
Total	835	75	83,000	\$54,218,772.00	\$75,370,000.00		

* Does not include costs of collection or allowance for early payment discount. Principal and Interest ONLY

EXHIBIT G
MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT

[see attached]

ARMISTEAD INFRASTRUCTURE DEVELOPMENT DISTRICT

Master Special Assessment Methodology Report

December 3, 2025



Provided by:

Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This Master Special Assessment Methodology Report (the "Report") was developed to provide a financing plan and a special assessment methodology for the Armistead Infrastructure Development District (the "District"), located entirely within Williamson County, Tennessee, as related to funding the costs of public infrastructure improvements (the "Capital Improvement Plan" or "CIP") contemplated to be provided for the benefit of the District.

1.2 Scope of the Report

This Report presents the projections for financing the District's Capital Improvement Plan described in the Engineer's Report developed by RaganSmith Associates, Inc. (the "District Engineer") and dated November 2025 (the "Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment resulting from the provision and funding of the CIP.

1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded for the benefit of the District as part of the CIP create special and peculiar benefits, different in kind and degree from general and incidental benefits to the public at large. However, as discussed within this Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and property owners of property outside the District will benefit from the provision of the CIP. However, these benefits are only incidental since the CIP is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the CIP and do not depend upon the CIP to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The CIP will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the

value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the CIP. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the CIP as determined by the District Engineer.

Section Four discusses the financing program for the District.

Section Five introduces the special assessment methodology for the District.

2.0 Development Program

2.1 Overview

The CIP will serve the Armistead development, a master planned mixed-use development located entirely within Williamson County, Tennessee (the "Development" or "Armistead"). The land within the District consists of approximately 192 +/- acres and is generally located north of Highway 96, west of Mack Hatcher Memorial Parkway, and east of Old Hillsboro Road.

2.2 The Development Program

The development of Armistead is anticipated to be conducted by ArmisteadTN, LLC or an affiliated entity (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan envisions a total of 835 residential units, 75 hotel room keys and 83,000 square feet of commercial/ non-residential space to be developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Table 1 in the *Appendix* illustrates the current development plan for Armistead.

3.0 The Capital Improvement Plan

3.1 Overview

The public infrastructure costs to be funded for the benefit of the District are described by the District Engineer in the Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Tennessee Code 7-84-801 through 7-84-828 and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 Capital Improvement Plan

The public infrastructure improvements that are part of the CIP and are needed to serve the Development are projected to consist of master improvements which will serve all of the lands in the District. The Developer, however, reserves the right to create distinct assessment areas to coincide with the phases of development. The CIP will consist of reclaimed water distribution system, wastewater system, stormwater management system (no earthwork), on-site roadway improvements, off-site roadway improvements, incremental cost of undergrounding of electric conduit, public spaces/ landscape/ hardscape, environmental/ mitigation, and parkland & impact fees, along with professional services and contingency, which cumulatively are estimated by the District Engineer at \$54,218,772.00.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

4.0 Financing Program

4.1 Overview

As noted above, the Developer is embarking on a program of capital improvements which will facilitate the development of lands within the District. The public infrastructure improvements that are part of CIP will be constructed by the Developer. Once constructed, the completed public improvements will be dedicated or conveyed to the applicable governmental entity or agency.

4.2 Funding Alternatives

The CIP may be funded either through the reimbursement of the Developer for costs incurred to install the public infrastructure improvements and/or the issuance of bonds, notes, or other debt obligations for the benefit of the District, the proceeds of which would be paid to the Developer for payment or reimbursement of such improvement costs.

5.0 Assessment Methodology

5.1 Overview

As described above, the infrastructure improvements that are part of the CIP outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. All properties that receive special benefits from the CIP will be assessed for their fair share of such infrastructure costs (including any debt service associated therewith).

5.2 Benefit Allocation

The most current development plan anticipates the development of a total of 835 residential units, 75 hotel room keys and 83,000 square feet of commercial/ non-residential space to be developed over a multi-year period in one or more development phases, although unit numbers and land use types may change throughout the development period.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of the public improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that comprise the CIP and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure for community development to all land within the

District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the costs of such improvements through the imposition of non-ad valorem assessments, to the land receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than either the cost of, or the actual non-ad valorem assessment levied for, the improvement allocated to that parcel of land.

The benefit associated with the CIP of the District is proposed to be allocated to the different unit types within the District in proportion to the density of development as measured by a standard unit called an Equivalent Residential Unit ("ERU"). The table below illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within the District based on the relative density of development, the total ERU counts for each unit type, and the maximum annual assessment per unit anticipated by the Developer.

The rationale behind different ERU weights is supported by the fact that generally and on average product types with a greater density and greater intensity of use of infrastructure, such as large single-family lots, will use and benefit from the District's improvements more than product types with lesser density and lesser intensity of use of infrastructure, generally and on average product types with lesser density and lesser intensity of use of infrastructure produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than product types with greater density and greater intensity of use of infrastructure. As the exact amount of the benefit is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by the different product types from the District's improvements.

5.3 Assigning Debt

The Bond Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land in the District. Consequently, the Bond Assessments will initially be levied on approximately 192 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of \$75,370,000 will be preliminarily levied on approximately 192 +/- gross acres at a rate of \$377,864.58 per acre.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

Public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The public infrastructure improvements which are part of the CIP make the land in the District developable and saleable and when implemented jointly as parts of the CIP, provide special and peculiar

benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*.

The apportionment of the Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the CIP by different product types.

5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned ERUs as set forth in Table 1 in the *Appendix* ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Bond Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Bond Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Bond Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat results in a greater amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Bond Assessments for all assessed properties

within the District, may allocate additional ERUs/ densities for a future bond financing, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat results in a lower amount of ERUs (and thus Bond Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Bond Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer, District Counsel and the District's Bond Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Bond Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the Development, b) the revised, overall development plan showing the number and type of units reasonably planned for the Development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Bond Assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Tennessee Code 7-84-801 through 7-84-828 upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular Bond Assessment installment payable for such lands, and shall constitute part of the Bond Assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date

if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Bond Assessments levied run with the land, and such Bond Assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Bond Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's Bond Assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

The Bond Assessments of \$75,370,000 are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, Bond Assessments shall be paid in thirty (30) annual principal installments.

5.8 Additional Items Regarding Bond Assessment Imposition and Allocation

This master assessment allocation methodology is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein comprising the CIP. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

As noted herein, the CIP functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property or designated assessment area within the District, regardless of where the Bond Assessments are levied,

provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties.

As set forth in any supplemental report, and for any particular bond issuance, the Developer may opt to “buy down” the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Bond Assessments to reach certain target levels. Note that any “true-up,” as described herein, may require a payment to satisfy “true-up” obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down Bond Assessments will not be eligible for “deferred costs,” if any are provided for in connection with any particular bond issuance.

No Bond Assessments will be allocated herein to any public or private amenities or other common areas planned for the Development. Such amenities and common areas will be owned and operated by the master homeowners’ association. If owned by a homeowners’ association, the amenities will be considered a common element for the exclusive benefit of property owners. Alternatively, if owned by the District, the amenities will be available for use by the public, subject to the District’s rules and policies. Accordingly, any benefit to the amenities and common areas flows directly to the benefit of all property in the District. As such, no Bond Assessments will be assigned to the amenities and common areas.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the Bond Assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt & Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District’s CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell,

Hunt & Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Wrathell, Hunt & Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt & Associates, LLC registered to provide such services as described in Section 15B of the Securities Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt & Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

7.0 Appendix

Table 1

Armistead Infrastructure Development District

Development Plan

Product Type	Total Number of Units	Total Number of Room Keys	Total Number of Sq Ft
Multifamily	355	-	-
Tiny Home	23	-	-
Attached (Live/Work TH)	6	-	-
Townhomes	42	-	-
Single-family Starter	74	-	-
Single-family Primary	99	-	-
Single-family Premium	83	-	-
Single-family Prime	41	-	-
Quadplex	48	-	-
Farm Compound	64	-	-
Hotel/ Inn	-	75	-
Commercial (Non-residential)	-	-	83,000
Total	835	75	83,000

Table 2

Armistead Infrastructure Development District

Capital Improvement Plan

Improvement	Total CIP Costs
Reclaimed Water Distribution System	\$ 2,444,341.00
Wastewater System	\$ 6,067,235.00
Stormwater Management System (No Earthwork)	\$ 4,022,451.00
On-site Roadway Improvements	\$ 9,893,112.00
Off-site Roadway Improvements	\$ 5,150,000.00
Incremental Cost of Undergrounding of Electric Conduit	\$ 1,833,258.00
Public Spaces/ Landscape/ Hardscape	\$ 12,185,776.00
Environmental/ Mitigation	\$ 208,981.00
Parkland & Impact Fees	\$ 3,300,000.00
Soft Costs & Fees	\$ 1,408,817.00
Contingency (25%)	\$ 7,704,803.00
Total	\$ 54,218,772.00

Table 3

Armistead Infrastructure Development District

Preliminary Sources and Uses of Funds

Sources

Bond Proceeds:	
Par Amount	\$75,370,000.00
Total Sources	\$75,370,000.00

Uses

Project Fund Deposits:	
Project Fund	\$54,218,772.00
Other Fund Deposits:	
Debt Service Reserve Fund	\$6,073,797.23
Capitalized Interest Fund	\$10,551,800.00
Delivery Date Expenses:	
Costs of Issuance	\$4,522,200.00
Rounding	\$3,430.77
Total Uses	\$75,370,000.00

Financing Assumptions

Coupon Rate: 7%
 Capitalized Interest Period: 24 months
 Term: 30 Years
 Underwriter's Discount: 2% - \$1,507,400
 Cost of Issuance: 4% - \$3,014,800

Table 4

Armistead Infrastructure Development District

Benefit Allocation

Product Type	Total Number of Units	Total Number of Room Keys	Total Number of Sq Ft.	ERU per Unit/ per 1,000 Sq Ft.	Total ERU
Multifamily	355	-	-	0.40	142.00
Tiny Home	23	-	-	0.60	13.80
Attached (Live/Work TH)	6	-	-	0.80	4.80
Townhomes	42	-	-	0.80	33.60
Single-family Starter	74	-	-	0.80	59.20
Single-family Primary	99	-	-	1.00	99.00
Single-family Premium	83	-	-	1.20	99.60
Single-family Prime	41	-	-	1.40	57.40
Quadplex	48	-	-	0.50	24.00
Farm Compound	64	-	-	0.50	32.00
Hotel/ Inn	-	75	-	0.30	22.50
Commercial (Non-residential)	-	-	83,000	0.25	20.75
Total	835	75	83,000		608.65

Table 5

Armistead Infrastructure Development District

Bond Assessment Apportionment

Product Type	Total Number of Units	Total Number of Room Keys	Total Number of Sq Ft.	Total Cost Allocation	Total Bond Assessment Apportionment	Bond Assessment Apportionment per Unit	Annual Bond Assessment Debt Service per Unit/ per Sq Ft*
Multifamily	355	-	-	\$12,649,413.66	\$17,584,063.09	\$49,532.57	\$3,991.65
Tiny Home	23	-	-	\$1,229,309.21	\$1,708,873.74	\$74,298.86	\$5,987.48
Attached (Live/Work TH)	6	-	-	\$427,585.81	\$594,390.87	\$99,065.14	\$7,983.30
Townhomes	42	-	-	\$2,993,100.70	\$4,160,736.06	\$99,065.14	\$7,983.30
Single-family Starter	74	-	-	\$5,273,558.37	\$7,330,820.67	\$99,065.14	\$7,983.30
Single-family Primary	99	-	-	\$8,818,957.41	\$12,259,311.59	\$123,831.43	\$9,979.13
Single-family Premium	83	-	-	\$8,872,405.64	\$12,333,610.45	\$148,597.72	\$11,974.96
Single-family Prime	41	-	-	\$5,113,213.69	\$7,107,924.09	\$173,364.00	\$13,970.78
Quadplex	48	-	-	\$2,137,929.07	\$2,971,954.33	\$61,915.72	\$4,989.56
Farm Compound	64	-	-	\$2,850,572.09	\$3,962,605.77	\$61,915.72	\$4,989.56
Hotel/ Inn	-	75	-	\$2,004,308.50	\$2,786,207.18	\$37,149.43	\$2,993.74
Commercial (Non-residential)	-	-	83,000	\$1,848,417.84	\$2,589,502.18	\$30.96	\$2.49
Total	835	75	83,000	\$54,218,772.00	\$75,370,000.00		

* Does not include costs of collection or allowance for early payment discount. Principal and Interest ONLY

ARMISTEAD — City of Franklin Annexation Cost/Benefit Data Request

1740 New Hwy 96 W, Franklin, TN | 192.688 Acres | COF Project #8492 | PUD Approved Development Plan

Prepared by Character Development | April 2026 | Estimates are noted as such; all others are approved entitlement figures from the PUD Development Plan.

DATA POINT	RESPONSE	STATUS	NOTES / SOURCE
PUBLIC INFRASTRUCTURE			
Public Park Acreage Created	2.58 acres dedicated as public parkland (Greenway: 0.79 ac; Natural Area: 0.35 ac; Agriculture: 0.97 ac; Farm Park Natural Area: 0.47 ac)	Per Parkland Agreement	Open Space Plan, Sheet C2.14. Total open space provided: 100.64 acres (51% of site); 98.06 acres HOA-maintained. Parkland dedication = 2.58 acres to City.
Public Road Lane Miles Created	Approximately 3.71 miles of total primary roadway (7.22 miles each way) Approximately 1.47 miles of Public Alleys and Mews (2.94 miles each way) Offsite Lanes: 4000lf of lanes (.75 miles) Total Miles: 5.18 miles, (10.90 miles each way)	Estimate	Internal road network serves multiple phases across 192.69 acres. ROW shown on development plan sheets. Mack Hatcher Pkwy and Hwy 96 W frontage improvements included.
Sewer Line Miles (COF) Created	Section 1 - 2800lf of sewer Section 2 - 9000lf of sewer Section 3 estimate: 4500lf Section 4 estimate: 4500 lf Section 5 estimate: 5000lf Total Estimated: 25,800lf = 4.89 miles	Estimate	Pulled from 2 existing site plan submissions for phase 1: Section 1 (town center) and Section 2 (2hamlets). Future phases estimated based on Residential density.
Reclaimed Water Line Miles Created	Still under development	TBD	Development Plan notes reclaimed water service may be provided by COF; details to be worked out at Site Plan stage. Line miles TBD by CSDG.
Other Public Infrastructure Created (City to receive and maintain)	Stormwater management facilities on-site (stormwater management areas shown on plan). Pedestrian network / sidewalks on public ROW. Traffic control improvements at Hwy 96 W and Old Charlotte Pike intersections.	Estimate	Development Plan Sheet C2.0 notes: estimated impervious area ~82 acres; stormwater management facilities proposed on-site. All public improvements within easement or public ROW per Note 8, Sheet C2.0.

ESTIMATED MARKET VALUE — RESIDENTIAL			
Single-Family Detached (321 lots) Average value at stabilization	~\$1,500,000 per unit Total estimated value: ~\$481,500,000	Estimate	Phase 1 (120 SFH) underwritten at \$1.5M+ average. Full program is 321 detached SF lots across all phases. Values based on comparable Franklin/Westhaven comps and developer proforma.
Townhouse (48 units) Average value at stabilization	~\$850,000 per unit Total estimated value: ~\$40,800,000	Estimate	48 townhouse units. Value estimate based on comparable TND townhouse product in Franklin market.
Multiplex — 4-unit buildings (48 units) Average value at stabilization	~\$400,000 per unit Total estimated value: ~\$19,200,000	Estimate	48 multiplex units across multiple buildings. Value estimate based on comparable attached product.
Multifamily (356 units) Average value at stabilization	~\$300,000 per unit (assessed) Total estimated value: ~\$106,800,000	Estimate	356 multifamily units (mix of studio, 1BR, 2BR, 3BR per parking study). Non-podium, surface-parked, 4-story product. Value per unit based on institutional multifamily comparables.
Farm Compound (64 units) Average value at stabilization	~\$400,000 per unit Total estimated value: ~\$25,600,000	Estimate	64 farm compound units — unique product type associated with working farm. Estimate reflects premium agrihood premium over standard SF product.
Tiny Home Lots (42 units) Average value at stabilization	~\$600,000 per unit Total estimated value: ~\$25,200,000	Estimate	42 courtyard lots (10% standard). Value based on compact SF product comps.
TOTAL RESIDENTIAL MARKET VALUE (all unit types)	~\$699,100,000 (fully built-out, all phases)	Estimate	Sum of all residential product types at stabilization across all 6 phases. 829 total units / 417 lots per entitlement.

ESTIMATED MARKET VALUE — COMMERCIAL / RETAIL / OFFICE			
Total Commercial / Retail / Office SF	103,750 SF total non-residential (per overall entitlement)	Entitled	Per PUD approved entitlement: 103,750 SF non-residential. Breakdown: Retail/Personal Service 42,150 SF; Office 21,350 SF; Restaurant 20,150 SF; Clinic 1,400 SF; Indoor Animal Services 1,200 SF; Institutional/Education 4,500 SF; Daycare 4,000 SF; Museum 1,600 SF; Event Space (Tobacco Barn) 7,400 SF.
Market Value — Commercial / Retail Space (stabilized)	~\$50,000,000 — \$75,000,000 (range reflects lease-up risk and cap rate assumptions)	Estimate	85,000 SF primary retail/restaurant/office. Estimated cost to develop ~\$17-18M. Stabilized NOI at market rents; cap rate 6-7%. Range reflects conservative vs. optimistic stabilization.
Market Value — Office Space (stabilized)	Included in Commercial / Retail range above	Estimate	21,350 SF office component. Office included in blended commercial value above.

ESTIMATED MARKET VALUE — HOTEL / MOTEL			
Hotel Keys	75 keys total (20-key Inn + 55 cottage keys)	Entitled	Per PUD approved entitlement. Inn and cottages in Phase 4. Hotel on separate parcel. Boutique/agrihood positioning.
Market Value — Hotel / Motel (stabilized)	~\$13,000,000 — \$15,000,000	Estimate	75-key boutique hotel. Estimated at \$150,000-\$200,000 per key at stabilization based on comparable boutique hotel assets in Williamson County. Yield on cost target ~7%.

COMMERCIAL / HOTEL / OFFICE LOTS AND BUSINESSES			
# of Commercial, Hotel/Motel, and Office Lots / Parcels	~6-8 commercial/mixed-use parcels (hotel and one commercial site on separate parcels)	Estimate	Village Center mixed-use parcels primarily. Exact parcel count subject to final Site Plan platting.
# of Commercial / Hotel / Office Businesses Expected	~25-35 distinct businesses at full build-out	Estimate	Includes: restaurant tenants (~6-8), retail/personal service tenants (~8-12), office tenants (~4-6), hotel operator (1), distillery/event tenant (1), daycare operator (1), culinary school/museum operator (1), farm/agri-business operators (~2-3).



City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Category: Development Information

Development Name:

Type of Development: Acreage:

Description:

Armistead is intended to be a 192-acre mixed-use "agrihood"

Water Utility District: Envision Franklin Design Concept:

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

Proposed Zoning District:

Public Park Acreage Created: Public Road Lane Miles Created:

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

Reclaimed Line Miles Created:

Residential Features

	Amount	Feature
A	<input type="text" value="321"/>	Expected SF housing units
		<i>Single Family Unit total for proposed annexation & development</i>
B	<input type="text" value="\$ 1,500,000"/>	Market Value
C (Bx 25%)	<input type="text" value="\$ 375,000"/>	Assessed Value
D	<input type="text" value="48"/>	Expected TH/ Duplex housing units
		<i>Townhome and Duplex unit total for proposed annexation & development</i>
E	<input type="text" value="\$ 850,000"/>	Market Value
F (E x 25%)	<input type="text" value="\$ 212,500"/>	Assessed Value
G	<input type="text" value="510"/>	Expected MF housing units
H	<input type="text" value="\$ 437,500"/>	Market Value
I (H x 40%)	<input type="text" value="\$ 175,000"/>	Assessed Value
J	<input type="text" value="\$ -"/>	Expected for sale MF housing units
		<i>Multifamily for-sale unit total for proposed annexation & development</i>
K	<input type="text" value="\$ 468"/>	Expected for rent MF housing units
		<i>Multifamily for rent unit total for proposed annexation & development</i>
L	<input type="text" value="50"/>	Total number of MF structures in development
		<i>Expected number of multifamily structures across development</i>
M	<input type="text" value="1992"/>	Expected population of development
		<i>Expected population of development based upon avg. household size per unit per unit type</i>



City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Category: Development Information

Commercial Features

	Amount	Feature
K	82,400	Expected Commercial/Retail Square Footage Added
L	\$ 60,000,000	Market Value
M (L x 40%)	\$ 24,000,000	Assessed Value
N	75	Expected Hotel/Motel Room Keys Added
O	\$ 15,000,000	Market Value
P (O x 40%)	\$ 3,750,000	Assessed Value
Q	21,350	Expected Office Square Footage Added
R	\$ 15,000,000	Market Value
S (R x 40%)	\$ 3,750,000	Assessed Value

Intergovernmental

Inclusion on Major Thoroughfare Plan?	No
Interlocal necessary between City/County?	No
Reason	_____



City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Summary

Development Name: Armistead

Summary

Armistead is intended to be a 192-acre mixed-use "agrihood"

Financial Summary

Recurring	One-Time
<u>Revenues</u>	<u>Revenues</u>
General Fund \$ 1,797,026	General Fund \$ 301,147
Sanitation Fund \$ 348,084	Road Impact Fund** \$ 4,384,969
Stormwater Fund \$ 22,392	City Facilities \$ 1,708,457
Hotel/Motel Fund \$ 86,250	County Facilities \$ 85,000
Water Management Fund \$ 881,610	Parkland Dedication** \$ 4,660,458
<hr/>	<hr/>
<u>A</u> Total Recurring Revenues \$ 3,135,362	<u>A</u> Total One-Time Revenues \$ 16,539,658
	<u>B</u> **Offset Refund Potential \$ (11,930,033)
<u>Expenses</u>	<u>Expenses</u>
General Fund \$ 155,051	General Fund \$ -
Sanitation Fund \$ 82,331	Sanitation Fund \$ 411,506
Stormwater Fund \$ 87,163	Stormwater Fund \$ -
Water Management Fund \$ 231,155	Water Management Fund \$ -
<hr/>	<hr/>
<u>B</u> Total Recurring Expenses \$ 555,701	<u>C</u> Total One-Time Expenses \$ 411,506
 <u>C(A-B)</u> Recurring Surplus/Deficit \$ 2,579,661	 <u>D(A+B-C)</u> One-Time Surplus/Deficit \$ 4,198,119



City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Summary

Return on Investment by Fund

General

<u>A</u> Recurring Revenues	\$ 1,797,026	<u>A</u> One-Time Revenues	\$ 301,147
<u>B</u> Recurring Expenses	\$ 155,051	<u>B</u> One-Time Expenses*	\$ -
<u>C (A+B)</u> Surplus/Deficit Recurring	\$ 1,641,975	<u>C (A+B)</u> Surplus/Deficit One -Time	\$ 301,147

Sanitation

<u>D</u> Recurring Revenues	\$ 348,084	<u>D</u> One-Time Revenues	\$ -
<u>E</u> Recurring Expenses	\$ 82,331	<u>E</u> One-Time Expenses*	\$ 411,506
<u>F (D+E)</u> Surplus/Deficit Recurring	\$ 265,753	<u>F (D+E)</u> Surplus/Deficit One -Time	\$ (411,506)

Stormwater

<u>G</u> Recurring Revenues	\$ 22,392	<u>G</u> One-Time Revenues	\$ -
<u>H</u> Recurring Expenses	\$ 87,163	<u>H</u> One-Time Expenses	\$ -
<u>I (G+H)</u> Surplus/Deficit Recurring	\$ (64,772)	<u>I (G+H)</u> Surplus/Deficit One -Time	\$ -

Water Management

<u>J</u> Recurring Revenues	\$ 881,610	<u>J</u> One-Time Revenues**	\$ 5,399,627
		<u>K</u> less potential Offset Agreement	\$ (4,049,720)
<u>K</u> Recurring Expenses	\$ 231,155	<u>L</u> One-Time Expenses	\$ -
<u>L (J+K)</u> Surplus/Deficit Recurring	\$ 650,455	<u>M (J+K-L)</u> Surplus/Deficit One -Time	\$ 1,349,907

Development Funds

<u>M</u> Hotel-Motel Fund	\$ 86,250	<u>M</u> Hotel-Motel Fund	\$ -
<u>N</u> Road Impact Fund	\$ -	<u>N</u> Road Impact Fund**	\$ 4,384,969
		<u>O</u> less potential Offset Agreement	\$ (4,384,969)
<u>O</u> City Facilities	\$ -	<u>P</u> City Facilities	\$ 1,708,457
<u>P</u> County Facilities	\$ -	<u>Q</u> County Facilities	\$ 85,000
<u>Q</u> Parkland Dedication	\$ -	<u>R</u> Parkland Dedication**	\$ 4,660,458
		<u>S</u> less potential Offset Agreement	\$ (3,495,344)
<u>R (C+F+I+L+M+N+O+P+Q)</u> Surplus/Deficit Recurring	\$ 2,579,661	<u>T (C+F+I+M+N+O+P+Q+R+S)</u> Surplus/Deficit One-Time	\$ 4,198,119

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

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



File #: 26-0448

DATE: 4/28/2026
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Sara Sylvis, Benefits Manager

SUBJECT:

Consideration Of Resolution 2026-31, A Resolution For The City of Franklin Closed Employees' Pension Plan, Providing A Cost Of Living Adjustment To The Monthly Benefit For Retired Recipients, Effective July 2026

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 202-31 for the Closed Pension Plan providing a cost of living adjustment to the monthly benefit for retired recipients effective July 2026.

BACKGROUND/STAFF COMMENTS:

The City's Closed Pension Plan allows for the Board of Mayor and Aldermen to approve a cost of living increase for recipients of the plan. In accordance with Resolution 2022-79 establishing a policy for cost of living increases, the cost of living increase is calculated in accordance with the Funded Ratio tier of the most recent actuarial valuation and the annual percentage change in the Consumer Price Index for the March immediately preceding the effective date for any such proposed increase.

The plan's funded ratio as of January 1, 2026, as prepared by the actuary was 66.8%. The percentage annual change in CPI was 3.25%. For the funded ratio tier of 60%>79%, the maximum cost of living percentage increase is 2.5%. In accordance with Resolution 2022-79, the cost of living increase for the plan is 2.50% effective July 2026.

The average annual cost of living increase for the plan from 1992 to 2027 is 2.34%. The July 2026 increase was 2.39% compared to the proposed July 2027 increase of 2.50%.

FINANCIAL IMPACT:

For a cost of living increase of 2.5% effective July 2026, the annual financial impact to the Closed Pension Plan is approximately \$300,000.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2026-31.

RESOLUTION 2026-31

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN EMPLOYEES' PENSION PLAN, PROVIDING A COST OF LIVING ADJUSTMENT TO THE MONTHLY BENEFIT FOR RETIRED RECIPIENTS, EFFECTIVE JULY 2026.

WHEREAS, the City of Franklin periodically adopts a cost-of-living adjustment for recipients of benefits from the single employer closed City of Franklin Employees' Pension Plan ("Plan"), and

WHEREAS, the Board of Mayor and Aldermen wishes to approve a cost of living increase to maintain the purchasing power of retiree benefit payments, and

WHEREAS, the Board of Mayor and Aldermen approved a Cost of Living Policy for the Plan by Resolution 2022-79, which establishes a framework for determining a rate of increase based upon the factors of 1) change in the Consumer Price Index ("CPI") as a percentage year over year, 2) the most recent funded ratio as calculated by a licensed actuary in accordance with the City's Funding Policy and actuarial best practices and 3) a maximum and minimum cost of living percentage in line with other well funded pension plans including the Tennessee Consolidated Retirement System ("TCRS") and in accordance with the State of Tennessee Public Employee Defined Benefit Financial Security Act of 2014 as codified in TCA Title 9, Chapter 3, Part 5, and

WHEREAS, the change in CPI for the period of March 2025 to March 2026 was 3.25%, and the funded rate of the Plan as of 1/1/2026 was 66.8%, which in accordance with Section 1 of Resolution 2022-79 results in a cost of living increase of 2.50%.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen for the City of Franklin as follows:

Section 1. That the paying agent, which is currently the Tennessee Consolidated Retirement System, for the single employer closed City of Franklin Employees' Pension Plan be instructed to make effective the month of July 2026 a cost-of-living adjustment at a rate of 2.50%.

Section 2. That this Resolution shall be effective on July 1, 2026.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Cayce Anderson
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

Shauna R. Billingsley
City Attorney



S. Kevin Sullivan, FSA
 USI Consulting Group
 5301 Virginia Way, Suite 400
 Brentwood, TN 37027
 629.895.7855

April 7, 2026

Kristine Brock, CPFO
 City of Franklin
 Assistant City Administrator/CFO
 109 Third Avenue South
 Franklin, TN 37064

Kristine,

The purpose of this letter is to provide the funded ratio of the City of Franklin Employees' Pension Plan as of January 1, 2026. Below are the key measures of assets and liabilities and the resulting funding ratio.

<i>Measured as of January 1, 2026</i>	<i>(In Millions)</i>	
<i>Entry Age Normal Past Service Liability</i>	\$	284.4
<i>Actuarial Value of Assets</i>		190.1
<i>Funded Ratio of the Plan</i>		66.8%

We hope this information is helpful. Please let me know if you have any questions or need additional information.

Sincerely,

S. Kevin Sullivan, F.S.A.
 Vice President & Senior Consulting Actuary

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File #: 21-01872

DATE: 4/28/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Ordinance 2025-54, An Ordinance To Rezone 202.60 Acres To Revise The Hillside Hillcrest Overlay (HHO) District Boundaries For The Property Located South Of Mack Hatcher Memorial Parkway And East Of Franklin Road, At 354 Franklin Road. Establishing A Public Hearing On May 12, 2026

FMPC 2/26/26, 8-0 defer to 3/26/26; 3/26/26, 7-0

WS 4/14/26

BOMA 4/14/26, 5-1

PURPOSE:

PROJECT INFORMATION

COF Project Number: 8995

Applicant: Greg Gamble, Gamble Design Collaborative

Owner: CUMBERLAND & WESTERN RESOURCES LLC, Evans Wellborn, Rep.

BACKGROUND/STAFF COMMENTS:

MARCH 2026 UPDATE:

Since the February 2026 FMPC meeting, the applicant has revised the proposed HHO boundary to fully align with the previously approved Conservation line of Envision Franklin. Because the proposed HHO line matches the Conservation Design Concept line, Staff can provide a recommendation of approval.

STAFF REPORT FOR FEBRUARY 26, 2026 FMPC MEETING:

The applicant is proposing to alter the Hillside Hillcrest Overlay District (HHO) to align with the revised Conservation Design Concept line for the property located at 354 Franklin Road. The property consists of over 200 acres and is zoned Estate Residential (ER). The modifications to the Conservation line were approved by the Franklin Municipal Planning Commission at its September

25, 2025, meeting through an Envision Franklin Plan Amendment.

The Conservation Design Concept promotes the protection of the City's sensitive lands and environmental features and follows the boundaries of these natural features rather than parcel lines. These areas include floodplains, hillsides with steep slopes, hilltops, water resources, tree rows, forested areas, and specimen trees. The tools within the Zoning Ordinance designated to implement the guidance of the Conservation Design Concept are the Zoning Overlay districts such as the Floodway Overlay (FWO) District, the Floodway Fringe Overlay (FFO) District, and the Hillside/Hillcrest Overlay (HHO) District. These zoning tools are the mechanisms by which the City ensures that these areas are protected when development is proposed.

While the majority of the proposed HHO Line for the property aligns with the recently revised Conservation line, the applicant has omitted an area from the proposed HHO that was specifically added to the Conservation Design Concept during the September Envision Franklin Plan Amendment approval. The area omitted from the HHO is an area of approximately 1.40 acres located just north of the single-family lots that front Ash Drive (see attached Staff Report Exhibit A). The area in question was discussed by the FMPC as an important addition to the Conservation area, as protecting the area would result in preservation of the existing stone wall and tree buffer for adjacent Ash Drive residences.

The HHO boundaries are determined by a combination of GIS data, that typically includes elevation contours of hillsides and hillcrests, steep slopes, and a viewshed analysis from major thoroughfares. The area in question may not align directly with some of these typical factors; however, this is a unique site, and the FMPC determined during the Envision Franklin amendment process that the area is best preserved due to natural features such as tree cover and the existing stone wall. The tool to implement the protection of this area and these features is through zoning overlays, such as the HHO. While other tools are available within the Zoning Ordinance to protect and preserve lands, they are site development tools that an applicant can choose to use (or not use). Extending the HHO over this area of the site aligns the zoning with Envision Franklin's Conservation Design Concept and meets the intent of the recent Plan Amendment.

PROJECT CONSIDERATION

The Historic Zoning Commission (HZA) approved a preliminary recommendation for the alteration of the HHO line as proposed; however, the HZA did not discuss the merits of whether this specific area of the Conservation Design Concept be included in the HHO rezoning. The HZA preliminary recommendation is as follows: The HZA recommends approval to the Franklin Municipal Planning Commission and the Board of Mayor and Aldermen provided that any future development does not increase the visibility from Franklin Road and nearby historic resources, including Roper's Knob, Wyatt Hall, Creekside, etc. and that any future rezoning request that would change the permitted maximum building heights, scale, massing, or setbacks does not increase the visibility from those resources beyond what is shown in the viewshed study associated with this HHO rezoning request. If the HHO Rezoning is approved by the Board of Mayor and Aldermen, the HZA will further review a future development proposal for these characteristics at a later date.

The modifications to the HHO line for 354 Franklin Road was deferred to the March 26, 2026 meeting by the Planning Commission.

PROCEDURAL REQUIREMENTS:

1. The City's project identification number shall be included on all correspondence with any City department relative to this project.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Franklin Municipal Planning Commission recommends approval of Ordinance 2025-54 by a vote of 7-0.

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2025-54 on first reading.

When was the HHO created ?

The HHO was created with the 2008 Zoning Ordinance, in direct response to development concerns of our hillsides. The HHO Overlay was not based on a single factor, but rather a combination of elevation points, steep slopes, viewsheds of hillsides, and presence of mature tree canopy. The HHO prohibits most development; the only permitted encroachments are passive parks and essential services/public infrastructure.

What are the limitations of the SCO? Can you put a road in the SCO?

Buildings, parking areas, parking area drive aisles, and streets or internal drives that parallel the scenic corridor shall be prohibited within the SCO. If a street is within the SCO, it must cross it perpendicularly, to be the least obtrusive encroachment. Fences and walls are allowed in the SCO, with height and material limitations. Existing historic stone walls shall be preserved within the SCO. Grading within the SCO shall be minimized, and mass grading techniques are prohibited.

What does the existing Zoning allow?

The zoning is Estate Residential. This is a very limited zoning district which allows 1 single-family lot, with a minimum of 2 acres. Lots must be 150' in width, and require a 150' front yard setback. Certainly, a parcel of this size would accommodate more than 1 lot, but that would require a preliminary plat with approval by Planning Commission.

What would Envision Franklin support in the case of a rezoning request?

The Envision Franklin Design Concept is Rural Reserve. Rural Reserve only supports Single-Family Residential uses on minimum lot sizes of a half-acre, and Institutional uses in very unique cases. It does not support any sort of attached residential, multifamily, or commercial uses. Further, the expectation is that the half-acre lots are clustered, and a minimum 50% of the land is conserved in open space. There is a special consideration for "Franklin Road and South of Mack Hatcher". It adds to the general use and site guidelines, speaking to 150' setbacks along Franklin Road and Mack Hatcher. It reiterates that commercial uses are not appropriate. It supports architecture that is context sensitive, and that development densities should avoid having to widen Franklin Road.

ORDINANCE 2025-54

AN ORDINANCE TO REZONE 202.60 ACRES TO REVISE THE HILLSIDE HILLCREST OVERLAY (HHO) DISTRICT BOUNDARIES FOR THE PROPERTY LOCATED SOUTH OF MACK HATCHER MEMORIAL PARKWAY AND EAST OF FRANKLIN ROAD, AT 354 FRANKLIN ROAD

WHEREAS, the City of Franklin, Tennessee, encourages responsible growth and the sensible transition of land uses and densities; and

WHEREAS, the Hillside Hillcrest Overlay (HHO) District provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

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

SECTION I. That the following described property shall be, and is hereby, rezoned to revise the Hillside Hillcrest Overlay (HHO) District:

PREMISES CONSIDERED

Map-Parcel	Acres
063 – 28.00	202.60
Total	202.60

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

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

IT IS SO ORDAINED 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:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:



























PASSED THIRD READING:

**354 FRANKLIN ROAD, HHO REZONING
ORDINANCE 2025-54**

Project Information

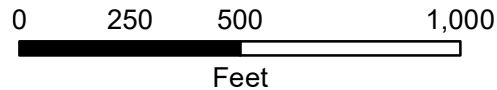
Existing Zoning: Estate Residential (ER)
 Proposed Zoning: N/A
 Overlay Districts: HHO, HHO Buffer
 Site Acreage: 202.60 acres

Legend

-  354 Franklin Rd
-  Envision Franklin Conservation
-  Hillside/Hillcrest Overlay
-  500 Ft Buffer of Hillside
-  AG Agricultural District
-  ER Estate Residential District
-  R1 Residential 1 District
-  R2 Residential 2 District
-  R3 Residential 3 District
-  R4 Residential 4 District
-  R6 Residential 6 District
-  MR Mixed Residential District
-  PD Planned District
-  OR Office Residential District
-  CI Civic Institutional District
-  NC Neighborhood Commercial District
-  CC Central Commercial District
-  DD Downtown District
-  1ST Avenue District
-  5TH Avenue District
-  RC4 Regional Commerce 4 District
-  RC6 Regional Commerce 6 District
-  RC12 Regional Commerce 12 District
-  GO General Office District
-  LI Light Industrial District
-  HI Heavy Industrial District



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 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained hereon.
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HISTORIC
FRANKLIN
TENNESSEE

SURVEYOR'S DESCRIPTION

HHO LINE #1

THE CUMBERLAND & WESTERN RESOURCES, LLC PROPERTY
354 FRANKLIN ROAD
TAX MAP 63, PARCEL 28.00
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

BEING AN HHO LINE SITUATED IN WILLIAMSON COUNTY, TENNESSEE, BEING ON PARCEL 28.00 AS SHOWN ON WILLIAMSON COUNTY TAX MAP 63, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP (ILLEGIBLE) FOUND AT THE NORTHWEST CORNER OF THE LAVERNE MAYS AND CHERYL A. MAYS PROPERTY AS OF RECORD IN DEED BOOK 1229, PAGE 771, IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, (R.O.W.C., TN), FURTHER IDENTIFIED AS THE NORTHWEST CORNER OF LOT 15 OF BLOCK I, RESUBDIVISION OF A PORTION OF HILL ESTATES, AS OF RECORD IN PLAT BOOK 4, PAGE 11, (R.O.W.C., TN).

THENCE, S02°05'42"W, 178.21' TO A POINT IN THE CENTERLINE OF AN EXISTING STONE WALL AT THE END OF THE STONE WALL;

THENCE, WITH THE CENTERLINE OF SAID STONE WALL, AND WITH NEW LINES CROSSING OVER THE CUMBERLAND & WESTERN RESOURCES, LLC PROPERTY AS OF RECORD IN DEED BOOK 6303, PAGE 907, (R.O.W.C., TN), THE FOLLOWING EIGHT (8) COURSES:

THENCE, S84°58'57"E, 255.78' TO A POINT;

THENCE, S84°51'00"E, 170.14' TO A POINT;

THENCE, S86°32'48"E, 62.79' TO A POINT;

THENCE, S86°03'24"E, 60.54' TO A POINT;

THENCE, S86°16'08"E, 38.79' TO A POINT;

THENCE, S79°05'38"E, 36.92' TO A POINT;

THENCE, S85°50'40"E, 41.58' TO A POINT;

THENCE, S89°06'21"E, 62.03' TO A POINT;

THENCE, LEAVING SAID CENTERLINE OF STONE WALL AND CONTINUING WITH NEW LINES CROSSING OVER THE CUMBERLAND & WESTERN RESOURCES, LLC PROPERTY AS OF RECORD IN DEED BOOK 6303, PAGE 907, (R.O.W.C., TN), THE FOLLOWING THIRTEEN (13) COURSES:

THENCE, N25°54'18"E, 97.25' TO A POINT;

THENCE, N32°57'32"E, 56.19' TO A POINT;

THENCE, N20°08'04"E, 152.37' TO A POINT;

THENCE, N17°38'02"E, 208.35' TO A POINT;

THENCE, N19°52'59"E, 100.14' TO A POINT;

THENCE, N17°45'48"E, 67.00' TO A POINT;

THENCE, N21°40'03"E, 44.89' TO A POINT;

THENCE, N30°44'13"E, 52.00' TO A POINT;

THENCE, N30°11'40"E, 66.53' TO A POINT;

THENCE, N23°28'50"E, 44.64' TO A POINT;

THENCE, N22°51'32"E, 144.54' TO A POINT;

THENCE, N03°15'52"W, 149.94' TO A POINT;

THENCE, N02°10'19"W, 75.31' TO A POINT, SAID POINT BEING **THE POINT OF TERMINUS**.

Prepared By: H & H Land Surveying, Inc.

P.O. BOX 2433, Smyrna, Tennessee 37167

EMAIL: office@handhland.com

Office: (615) 831-0756

FILE: 1999-0872_HHO-LINE-1_DESCRIPTION_REV_03-04-26.docx

SURVEYOR'S DESCRIPTION

HHO LINE #2

THE CUMBERLAND & WESTERN RESOURCES, LLC PROPERTY
354 FRANKLIN ROAD
TAX MAP 63, PARCEL 28.00
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

BEING AN HHO LINE SITUATED IN WILLIAMSON COUNTY, TENNESSEE, BEING ON PARCEL 28.00 AS SHOWN ON WILLIAMSON COUNTY TAX MAP 63, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" IRON ROD WITH CAP STAMPED "TENN KY RLS 213" FOUND AT THE NORTHWEST CORNER OF THE JENNIFER M. GALLAND AND BRYAN H. SALLMAN PROPERTY AS OF RECORD IN DEED BOOK 9546, PAGE 258, IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, (R.O.W.C., TN), FURTHER IDENTIFIED AS THE NORTHWEST CORNER OF PARCEL 1.08 AS SHOWN ON WILLIAMSON COUNTY TAX MAP 62I, GROUP A, AND THE NORTHWEST CORNER OF LOT 9 PER PLAT BOOK 27, PAGE 130, (R.O.W.C., TN). SAID 1/2" IRON ROD WITH CAP STAMPED "TENN KY RLS 213" FOUND, ALSO BEING A COMMON CORNER WITH THE CUMBERLAND & WESTERN RESOURCES, LLC PROPERTY AS OF RECORD IN DEED BOOK 6303, PAGE 907, (R.O.W.C., TN).

THENCE, N54°11'07"E, 2,254.31' TO A POINT, SAID POINT BEING **THE TRUE POINT OF BEGINNING.**

THENCE, WITH NEW LINES CROSSING OVER THE CUMBERLAND & WESTERN RESOURCES, LLC PROPERTY AS OF RECORD IN DEED BOOK 6303, PAGE 907, (R.O.W.C., TN), THE FOLLOWING THIRTEEN (13) COURSES:

THENCE, S32°06'11"E, 104.42' TO A POINT;

THENCE, S32°10'59"E, 123.62' TO A POINT;

THENCE, S55°13'57"E, 63.07' TO A POINT;

THENCE, N86°28'03"E, 65.02' TO A POINT;

THENCE, S22°12'04"E, 67.34' TO A POINT;

THENCE, S06°27'06"E, 80.03' TO A POINT;

THENCE, S43°02'13"E, 34.00' TO A POINT;

THENCE, S74°50'36"E, 75.96' TO A POINT;

THENCE, S53°59'00"E, 37.92' TO A POINT;

THENCE, S82°14'58"E, 34.87' TO A POINT;

THENCE, S85°16'00"E, 29.67' TO A POINT;

THENCE, S81°38'48"E, 45.62' TO A POINT;

THENCE, N61°11'16"E, 43.09' TO A POINT, SAID POINT BEING **THE POINT OF TERMINUS.**

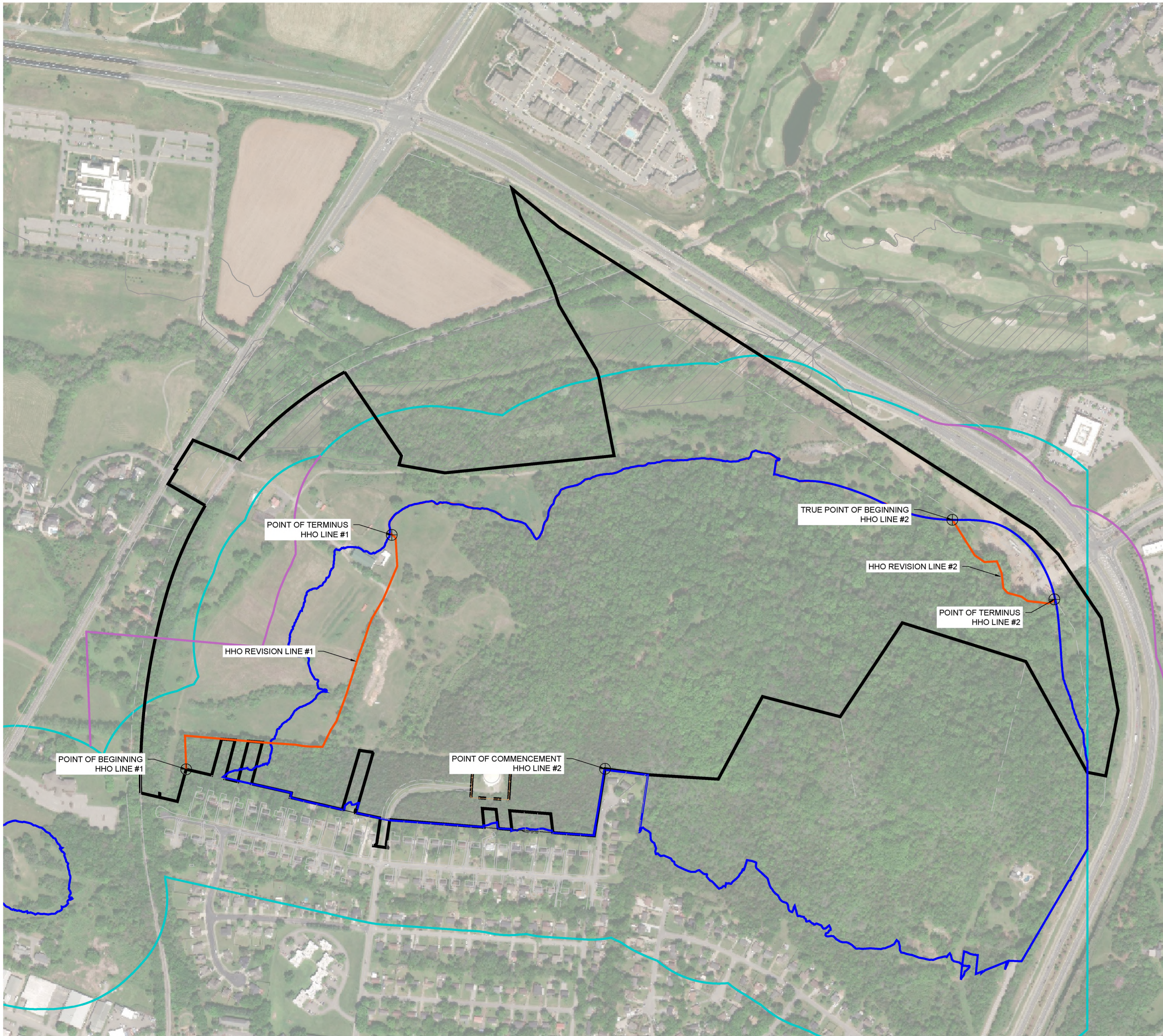
Prepared By: H & H Land Surveying, Inc.

P.O. BOX 2433, Smyrna, Tennessee 37167

EMAIL: office@handhland.com

Office: (615) 831-0756

FILE: 1999-0872_HHO-LINE-2_DESCRIPTION_111725.docx

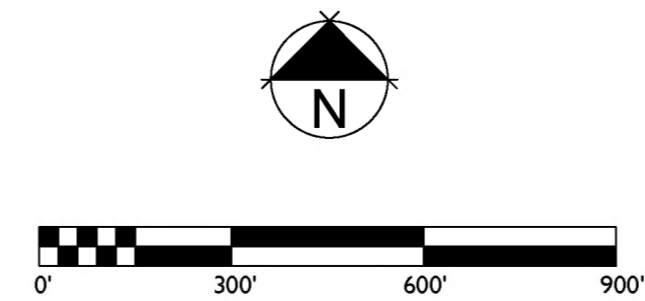


SITE DATA

PROJECT TITLE	354 FRANKLIN ROAD
PROJECT NUMBER:	COF 8995
SITE ACREAGE/SF:	202.60AC / 8,825,256SF
EXISTING ZONING:	ESTATE RESIDENTIAL DISTRICT
PROPOSED ZONING:	ESTATE RESIDENTIAL DISTRICT
OVERLAY ZONING:	HHO, HHO BUFFER, FWO, FFO, CFO
TAX MAP & PARCELS:	063-02800
ADDRESS:	354 FRANKLIN ROAD
PRIMARY USES:	AG

KEY

- PROPERTY BOUNDARY** (per survey by Little John 10-21-2014)
- EXISTING HHO LINE**
- EXISTING 500' HHO BUFFER**
- PROPOSED HHO LINE**
- PROPOSED 500' HHO BUFFER**



354 FRANKLIN ROAD
ESTATE RESIDENTIAL
Franklin, Williamson County, Tennessee



Revision Date

△	_____
△	_____
△	_____
△	_____



























PROPOSED
REVISION
SHEET
C2.2
PROJECT #
8995

**354 FRANKLIN ROAD, HHO REZONING
ORDINANCE 2025-54**

Project Information

Existing Zoning: Estate Residential (ER)
Proposed Zoning: N/A
Overlay Districts: HHO, HHO Buffer
Site Acreage: 202.60 acres

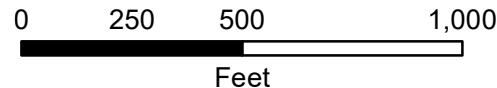
Legend

-  354 Franklin Rd
-  Envision Franklin Conservation
-  Hillside/Hillcrest Overlay
-  500 Ft Buffer of Hillside
-  AG Agricultural District
-  ER Estate Residential District
-  R1 Residential 1 District
-  R2 Residential 2 District
-  R3 Residential 3 District
-  R4 Residential 4 District
-  R6 Residential 6 District
-  MR Mixed Residential District
-  PD Planned District
-  OR Office Residential District
-  CI Civic Institutional District
-  NC Neighborhood Commercial District
-  CC Central Commercial District
-  DD Downtown District
-  1ST Avenue District
-  5TH Avenue District
-  RC4 Regional Commerce 4 District
-  RC6 Regional Commerce 6 District
-  RC12 Regional Commerce 12 District
-  GO General Office District
-  LI Light Industrial District
-  HI Heavy Industrial District

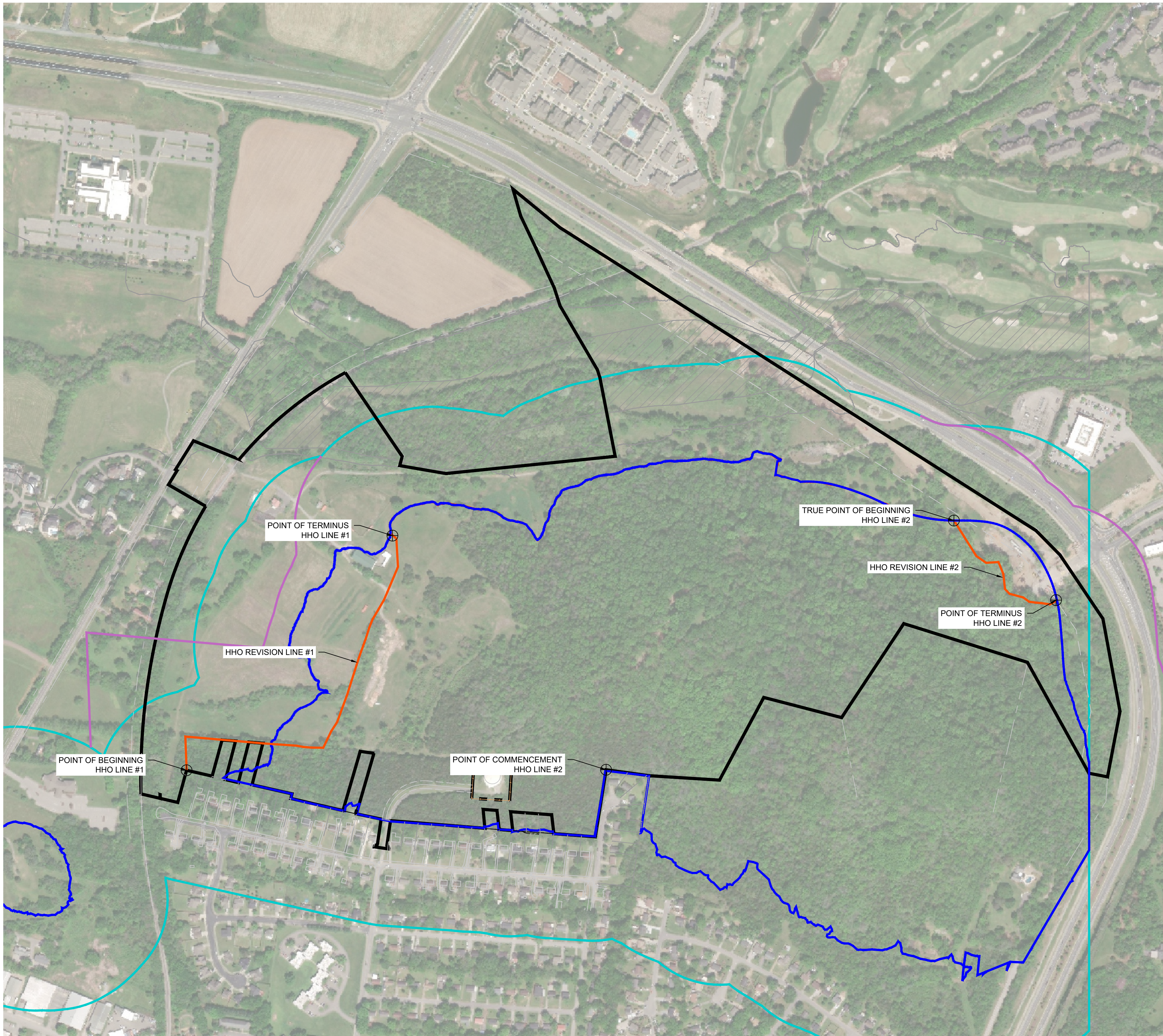


Site

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HISTORIC
FRANKLIN
TENNESSEE

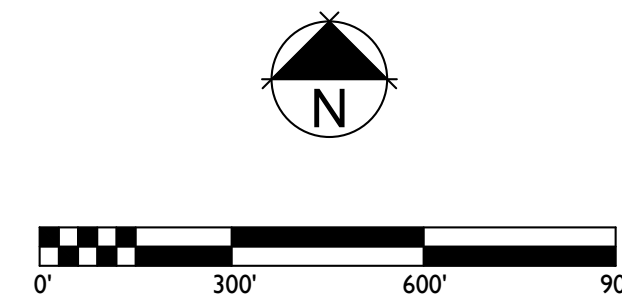


SITE DATA

PROJECT TITLE	354 FRANKLIN ROAD
PROJECT NUMBER:	COF 8995
SITE ACREAGE/SF:	202.60AC / 8,825,256SF
EXISTING ZONING:	ESTATE RESIDENTIAL DISTRICT
PROPOSED ZONING:	ESTATE RESIDENTIAL DISTRICT
OVERLAY ZONING:	HHO, HHO BUFFER, FWO, FFO, CFO
TAX MAP & PARCELS:	063-02800
ADDRESS:	354 FRANKLIN ROAD
PRIMARY USES:	AG

KEY

- PROPERTY BOUNDARY (per survey by Little John 10-21-2014)**
- EXISTING HHO LINE**
- EXISTING 500' HHO BUFFER**
- PROPOSED HHO LINE**
- PROPOSED 500' HHO BUFFER**



354 FRANKLIN ROAD
ESTATE RESIDENTIAL
Franklin, Williamson County, Tennessee



Revision Date	_____
△	_____
△	_____
△	_____
△	_____

PROPOSED
REVISION
SHEET
C2.2

PROJECT #
8995



MEMORANDUM

DATE: September 25, 2025

TO: Franklin Municipal Planning Commission

FROM: Emily Wright, Director of Planning and Sustainability
Kelly Dannenfelser, Assistant Director of Planning and Sustainability
Andrew Orr, Long Range Planning Supervisor
Joel Aguilera, Principal Planner

Subject

*PUBLIC HEARING: Consideration of Resolution 2025-74, A RESOLUTION TO ADOPT AN ENVISION FRANKLIN PLAN AMENDMENT TO AMEND THE LIMITS OF THE CONSERVATION DESIGN CONCEPT FOR PROPERTY LOCATED AT 354 FRANKLIN ROAD, KNOWN AS MAP 063 PARCEL 02800.

Project Information

COF Project Number: 8907

Applicant: Greg Gamble, Gamble Design Collaborative

Owner: Evans Wellborn, Cumberland & Western Resources LLC

Background/Staff Comments

This application is a request to amend the Envision Franklin Design Concepts Map for property located at 354 Franklin Road. The request is to specifically amend the limits of the Conservation Design Concept on the subject property. The property is currently assigned to the Rural Reserve Design Concept, with significant portions of the property designated as the Conservation Design Concept due to the existence of floodplain on the property around Spencer Creek and predominantly due to the elevation and slopes from Ropers Knob, and Shute's Knob, which is slightly lower and to the west. These high points played significant roles during the Civil War and Ropers Knob is listed on the National Register of Historic Places. Of the total 202.29 acres, approximately 122.2 acres of the site are currently within the Conservation Design Concept. Should the limits of the Conservation area be amended, approximately 113.68 acres of the site would then be within the Conservation Design Concept which is a net reduction of 8.52 acres designated for conservation.

The Conservation Design Concept contemplates as little encroachment as possible in order to protect sensitive lands and environmental features. These may include floodplains, hillsides with steep slopes, hilltops, water resources, tree rows, forested areas, and specimen trees. The Conservation Design Concept for this site dates back to a citywide analysis conducted when the Hillside Hillcrest Overlay

FMPC 9/25/2025

Zoning District (HHO) was first established in 2008. The intent behind creating the HHO was to protect the City's hillsides and hillcrests, including their natural and topographic character and identity, as well as limiting development to ensure viewsheds were largely preserved from major corridors. The subject property is located prominently in Central Franklin, between Franklin Road and Cool Springs Boulevard, and adjoins Roper's Knob which is planned to be a future City park.

The subject property also contains the Rural Reserve Design Concept which supports single-family residential uses on a minimum one-half acre lot for new developments, accessory dwellings, and potentially institutional uses. New developments within the Rural Reserve Design Concept should preserve at least 50% of the site as permanent open space. Harlinsdale Manor is an example of the type of development supported by the Rural Reserve Design Concept.

The purpose of this request is to amend the limits of the Conservation Design Concept in four different areas of the site:

Area A: Approximately 1.40 acres. Located on the southwest portion of the property, just north of Ash Drive in the Rural Reserve Design Concept, the area is proposed to be added and placed into the Conservation Design Concept to preserve the existing stone wall and tree buffer for the adjacent Ash Drive residences.

Area B: Approximately 7.05 acres. Located along the western portion of the property, close to Franklin Road, this area was previously disturbed from illegal grading work that occurred under a previous owner of the property. The current Conservation Design Concept boundary goes through the existing barn and (now) football field. The proposed boundary would follow the remaining tree line.

Area C: Approximately 1.01 acres. On the eastern portion of the property facing Mack Hatcher Parkway this area seeks to carve out a developable footprint with slopes less than 14%. The proposed boundary would use the 14% slope line as a guide, at the base of the hill. This is a forested area.

Area D: Approximately 2.48 acres. Located along the eastern portion of the property, at the intersection at Mack Hatcher Parkway and Cool Springs Boulevard. The proposed boundary would use 14% slopes as guide as well since it follows the base of the hill. The area proposed was cleared of trees during the widening of Mack Hatcher Parkway as well as more recently when Mallory Valley performed water line improvements in their easement which exists in this area.

If approved, the applicant could apply for a rezoning to revise the Hillside Hillcrest Overlay Zoning District (HHO) to match any newly revised boundaries of the Conservation Design Concept for this site.

Envision Franklin states that applicant-requested Plan amendments must demonstrate its need and justification for 5 plan criteria.

The applicant has provided responses to these criteria, which are included as part of their submittal package as an attachment to this item in Civic Clerk. Staff responses to these criteria are as follows:

1. The applicant states that there have been significant changes to the property, as the property owner has commissioned several detailed site analyses to provide a more refined understanding of the site's physical characteristics. The analysis and visuals provided state that the proposed adjustment to the Conservation limits is necessary and would better align with the principles set forth in Envision Franklin. Although the detailed analyses conducted for this review appear correct, and within reason, staff still has some concerns with the justification for removing the Conservation Design Concept in some areas, specifically in area C, where the forested area exists and should be preserved. Due to the amount of deforestation done on site under previous ownership at Area B and at Area D in preparation for the driveway access at Cool Springs Boulevard to meet Engineering standards, staff does not want to continue any further deforestation in highly visible locations as part of the viewshed of the hill designated on the National Register of Historic Places. Additionally, because there is no conceptual layout or building information, staff does not know how impactful future development may be from this boundary change to other viewsheds along Franklin Road and natural areas. As there continues to be significant tree loss on the site due to the invasive emerald ash borer and to work being done in the waterline easements on-site, preservation of the trees at these sensitive locations, like in Area C, should be prioritized as tree canopy was part of the consideration for the original HHO boundary study.

2. The applicant states that the revised boundary of the Conservation area would still preserve the historic and natural character of the area and enabling for appropriately-scaled cluster development. Although no conceptual plan or information on the future development has been provided, the applicant accommodated staff's request to extend the proposed Conservation area in Area A in order to protect the existing historic stone wall and forested area, consistent with the principles of Envision of Franklin. For Area B, the new boundary line would follow the existing tree line and only incorporate the previously disturbed area. For Area C, the staff has raised concerns with the encroachment into the existing forested area. Encroachment into Area C for future development will not only impact the physical characteristics of the hill, but the staff has concerns it will negatively impact the viewshed from Mack Hatcher Parkway. At Area D, the boundary would follow the steep slopes and existing tree line, beyond the area that has been previously cleared for the Cool Springs Blvd intersection.

3. The applicant states that the proposed amendment adheres to the principles of Envision Franklin's Conservation and Rural Reserve concepts by preserving hilltop viewsheds and minimizing disturbance. The adjustment to the Conservation boundary maintains sensitive buffers in order to protect the visual context of the area. However, no conceptual plan or information on the future development has been provided for staff to assess if the future development would be compatible with the surrounding area or if the future plan justifies the proposed adjustments to the Conservation areas. Any future proposal to amend the underlying Envision Franklin Design Concepts shall include this information in order to determine if the proposal is compatible with the surrounding area.

4. As stated by the applicant, the proposed adjustment to the Conservation boundaries have been carefully reviewed and adjusted to preserve the important topography and visual features of the property. The applicant's approach maintains the historic landscape and avoids unnecessary encroachment into sensitive terrain. The staff recognizes that some important visual and natural features, like in Area A, have been expanded to capture those sensitive areas; however, as previously stated, in Area C, encroachment of future development into the existing forested area may significantly impact the vegetation there. If encroachment into Area C is permitted, it could affect the natural or scenic quality of the area.

5. The applicant states that, with the proposed Conservation boundary adjustment, the change supports the long-term vision of a more connected, accessible, and livable community. The adjustment will allow for clustered development in area that avoids environmentally sensitive areas and would encourage preservation, as well as new future amenities like trails, pedestrian connections, and open space access. However, as mentioned previously, because no additional information on conceptual development layout has been provided, it is difficult to assess how a future design will benefit or impact the quality of life of current and future residents.

A virtual neighborhood meeting was held on August 7, 2025. A recording of the meeting is located on the City's website at www.franklinton.gov/neighborhoodmeetings. In addition to the virtual neighborhood meeting, the applicant hosted an in-person neighborhood meeting on August 19, 2025, at Jamison Station to hear additional comments. At both meetings, several were in attendance, and voiced a variety of concerns, such as whether the applicant will make additional reductions to the Conservation area on the subject property, what impacts to the neighbors could arise from any future development proposals, and does this set a precedent for reducing other conservation areas throughout the city upon developers' requests, should this proposed amendment be approved.

Project Considerations

For this plan amendment request, the Planning Commission is only reviewing the applicant's request to amend the boundaries of the Conservation Design Concept on the subject property. No conceptual layout or development renderings have been submitted alongside this request. Any possible future Envision Franklin amendment request that would change the underlying Rural Reserve Design Concept shall provide sufficient site layout, height, massing, scale, and architectural information to allow for a full staff review and assessment of the request that would ensure consistency with Envision Franklin and compatibility with the surrounding environment.

Recommendation

The Staff recommends approval of Resolution 2025-74, with the condition that the Conservation Design Concept boundary not be amended for Area C.



File #: 26-0499

DATE: 4/28/2026
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

Discussion Of Pedestrian Crosswalk At Mack Hatcher And South Royal Oaks

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a pedestrian crosswalk at Mack Hatcher and South Royal Oaks.

BACKGROUND/STAFF COMMENTS:

On March 20, 2026, TDOT bid the resurfacing project for SR 397 (Mack Hatcher Parkway) from US 31 (SR 6) to SR 96. The total bid price was \$1,854,901.60, and staff understands TDOT intends to complete the resurfacing prior to October 2026, with the option to proceed sooner.

In parallel, the City has been advancing operational improvements at the Mack Hatcher/Royal Oaks corridor to address significant congestion and delay. On March 14, 2023, the Board of Mayor and Aldermen approved an on-call Professional Services Agreement (COF Contract No. 2022-300) with Neel-Schaffer to provide traffic engineering services. Work orders under this contract were issued and approved by the City Administrator to accomplish the design and survey work.

Under this contract, staff authorized Neel-Schaffer to design side-street improvements that include:

- A double right-turn lane from Royal Oaks Court for eastbound traffic turning southbound, and
- A double west-to-south left-turn lane from Royal Oaks onto Mack Hatcher.

These improvements were developed in coordination with TDOT, which is adding an additional southbound lane on Mack Hatcher as part of its resurfacing project. TDOT has agreed to complete all improvements on Mack Hatcher, while the City is responsible for all side-street and signal modifications.

The project timeline has been compressed because TDOT's resurfacing was already scheduled, and the City had not previously completed survey or design work for the side-street improvements. As a result, the scope was focused on operational traffic relief rather than multimodal upgrades. At no

point was the project prioritized to include bicycle or pedestrian facilities, particularly given that TDOT's full Mack Hatcher Parkway reconstruction is already programmed in the State's 10-year plan with an anticipated start year of 2032.

It is important to note that the City typically incorporates bicycle and pedestrian improvements into all capital projects as a matter of policy and practice. These facilities are standard components of our roadway designs and are included whenever feasible to support long-term connectivity and safety. In this case, however, staff recognized that any bike/pedestrian improvements installed now would be temporary and would need to be removed or reconstructed when TDOT advances the full Mack Hatcher project in 2032.

While pedestrian and bicycle improvements are needed at this intersection, incorporating them into the current project would require additional survey, design, drainage modifications, ADA-compliant ramps, and signal upgrades—including potential relocation of the existing signal cabinet. Most of this work would be temporary and would need to be removed or reconstructed when TDOT advances the full corridor project in 2032.

The City's Royal Oaks/Royal Oaks Court project is currently out to bid, with the goal of awarding a contract in June 2026, so construction can be coordinated with TDOT's resurfacing schedule. If the Board wishes to add pedestrian improvements at this time, they would need to be delivered either as a change order to the current project or as a separate standalone project. This approach would allow the project to proceed and remain fully coordinated with TDOT's resurfacing work.

Staff is seeking direction from the Board on how to proceed.

FINANCIAL IMPACT:

The financial impact of incorporating pedestrian improvements at this stage is **estimated to be approximately \$300,000–\$400,000**. This range reflects the anticipated need for additional survey, design, drainage modifications, ADA-compliant ramps, and signal upgrades. The final cost cannot be determined at this time, as the full extent of the required improvements will only be known once detailed design work is completed.

RECOMMENDATION:

No recommendation. Staff is seeking direction from the Board of Mayor and Alderman.