City of Franklin

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

Meeting Agenda

Work Session

Tuesday, June 9, 2026	**5:00 PM**	**Williamson County Auditorium**

MEETING LOCATION
Williamson County Auditorium
1320 West Main Street

CALL TO ORDER

CITIZEN COMMENTS

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

WORK SESSION DISCUSSION ITEMS

1. Consideration Of Event Permit For Franklin On The Fourth Sponsored By The Franklin Lions Club In Downtown Franklin On July 4, 2026

   Sponsors: Milissa Reierson, Monique McCullough

2. Consideration Of Event Permit For Bluegrass Along The Harpeth In Downtown Franklin On July 24 - 25, 2026

   Sponsors: Milissa Reierson, Monique McCullough

3. *Consideration Of Resolution 2026-55, A Resolution To Reject All Bids Received For Procurement Solicitation 2026-028 For Stop-Loss Insurance For Group Health And Prescription Drug Programs For Employees And Retirees

   Sponsors: Kristine Brock, Sara Sylvis, Wesley Wright

4. *Consideration Of Amendment 5 To Contract No. 2023-0126, With BlueRe (Blue Cross Blue Shield Of Tennessee), In The Total Amount Of $928,463 For Stop-Loss Coverage For The City Of Franklin's Self-Insured Medical And Pharmacy Benefit Plan

   Sponsors: Kristine Brock, Sara Sylvis

5. *Consideration Of Procurement Award To ADS, LLC The Total Amount Of $426,812.00 For Years 1-3 For Wastewater Flow Monitoring Services For The Wastewater General Division Of The Water Management Department. (Purchasing Office Procurement Solicitation No. 2026-010; COF Contract No. 2026-0195)

   Sponsors: Michelle Hatcher, Brian Goodwin, Wesley Wright

6. Consideration Of Resolution 2026-36, A Resolution Approving A Revised Development Plan For Tuck Away PUD Subdivision With 2 Modifications Of Development Standards (Sidewalks), For The Property Located West Of Lewisburg Pike And South Of Bowman Road, Located At 1190 Lewisburg Pike. Establishing A Public Hearing On July 14, 2026
   FMPC 5/28/26, 8-0 (MOS 2: 8-0 with conditions; MOS 3: 8-0 with conditions)
   Sponsors: Emily Wright, Amy Diaz-Barriga, Joseph Bryan
7. Presentation On TDOT's SR-6/East Main Street Bridge Replacement Over the Harpeth River

   Sponsors: Paul Holzen
8. Consideration Of Resolution 2026-43, A Resolution Adopting A Revised Procurement Policy Of The City Of Franklin, Tennessee

   Sponsors: Kristine Brock, Margaret Wilson, Wesley Wright
9. Consideration Of Resolution 2026-56, A Resolution Establishing The Armistead Infrastructure Development District. Establishing A Public Hearing On June 23, 2026

   Sponsors: Shauna Billingsley, Walter Denton
10. Discussion Concerning The Intersection Of South Margin Street And 3rd Avenue South – Right-Turn-Only Evaluation

    Sponsors: Paul Holzen
11. Discussion Of New City Hall Redevelopment Park Funding

    Sponsors: Eric Stuckey, Lisa Clayton, Torrey Barnhill
12. Discussion Of Carother's Sidewalk

    Sponsors: Alderman Jason Potts

OTHER BUSINESS

ADJOURN

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

City of Franklin

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

File #: 26-0623

DATE: 6/9/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Milissa Reierson, Chief Communications Officer
Monique McCullough, Public Outreach & Special Events Supervisor

SUBJECT:

Consideration Of Event Permit For Franklin On The Fourth Sponsored By The Franklin Lions Club In Downtown Franklin On July 4, 2026

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Franklin on the Fourth event sponsored by the Franklin Lions Club in Downtown Franklin on July 4, 2026.

BACKGROUND/STAFF COMMENTS:

The Franklin Lions Club has requested an event permit for the annual Franklin on the Fourth Celebration. The event, with an expected attendance of 3,000, is scheduled from 10 a.m. until 6 p.m.

Set-up for the event will begin at 4 a.m. on July 4th. Street closures are Main Street from 2nd Ave to 4th Ave; 3rd Ave N from the Square to Bridge Street; and 3rd Ave S from the Square to Church Street.

FINANCIAL IMPACT:

The City partners with the Lions Club on this event in providing for overtime costs for City staff, including Police.

RECOMMENDATION:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide complete list of performers and vendors prior to event.

- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. prior to event.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.

Streets Department:

- Department will set-up closure and provide barricades
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- The Department will provide on duty Police Officers to provide security during the festival.
- Applicant has requested amplification on stages in the permitted area. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Billing and Licensing:

- Applicant will provide a complete list of vendors to the City prior to the event.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at: Third Ave S and Third Ave N at the Square

Fire Department:

- Applicant must secure tent permits.
- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors

OFFICE USE ONLY
Permit No:
_____

HISTORIC FRANKLIN TENNESSEE

City of Franklin
Special Event Permit Application

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

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

Please list all that apply: Festival/Fair

1. **Name/purpose of event:** Franklin on the Fourth, 4th of July Festival
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed)*:
   Main Street at 4th Avenue

   3rd Avenue North at Bridge Street

   Main Street at 2nd Avenue

   3rd Avenue South at Church Street
3. **Date or dates of event:** 07/04/2026
4. **Start/End Times of Event:**
   Start 10:00 a.mj

   End 6:00 p.m

   What date/time will set-up begin? 7/4/2026 6:00 AM
   What date/time will tear-down be complete? 7/4/2026 10:00 PM
   **Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
5. **Time of Street Closure** *(if applicable):*
   07/04/2026 4:00 a.m.
6. **An estimated number expected to attend during the course of the event:**
   Spectators/Attendees: 3,000 Event Staff/Volunteers:50 Total:3,050

7. **Name of applicant and Organization Requesting Permit** (at least one applicant must be a resident of the City of Franklin; or the organization must be located in the City limits of Franklin)**: Applicant / Organization Requesting Permit**
Scott Ducaj
Franklin Lions Club
1725 John Sharp Road
Spring Hill, TN 37174
[redacted]
Person in charge on day of event: Scott Ducaj
Cell: [redacted] **E-mail address:** [redacted]
Name and Cell Number of at least two others available on day of event:
Name: Mike Wyatt **Cell:** [redacted] **E-mail address:** [redacted]
Name: Paul Deyo **Cell:** [redacted] **E-mail address:** [redacted]

8. **DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) **:**
10:00 a.m. Festival Begins

10:30 a.m. Patriotic Pet Parade

Bands begin at Noon with a patriotic theme

5:00 p.m. Children's parade

5:30 p.m. Awards and recognition.

6:00 p.m. Festival ends

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

Please detail any restricted parking areas on the event map.

Event Map: Franklin on the Fourth 2026 Map.pdf

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

Administrative Contact List: FOT4 Administrative Contact List 2026.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: Franklin Lions Club IRS 501c3.jpeg
14. **Will you charge an admission fee?** No
Average admission fee:
15. **Will you charge a vendor particiation fee?** Yes
Average vendor participaion fee? 150.00

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

17. **Will any charity, gratuity, or offers be solicited or accepted during the event?** No

18. **Is this event a fundraiser?** No
What organization will be the benefactor of event?
What percentage of funds will they receive?

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**.

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: FOT4 Clean up Plan and Provider 2026.pdf

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

25. **Will you require a temporary water tap?** Yes
If yes, please list exact locations:
The square and 3rd Avenue South

The square and 3rd Avenue North

26. **Will alcohol, beer, and/or wine be given away or sold?** No
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 much 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: fot4 2026 Good Neighbor Letter.pdf
Good Neighbor Letter Mailing List: fot4 2026 Mailing List.pdf

HISTORIC
FRANKLIN
TENNESSEE

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: Scott A Swaby FRANKLIN LIONS CLUB DIRECTOR - FRANKLIN ON THE 4TH Date: 02/13/2026
(Signature and title – must be officer of organization)

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

_____
Dr. Ken Moore, Mayor

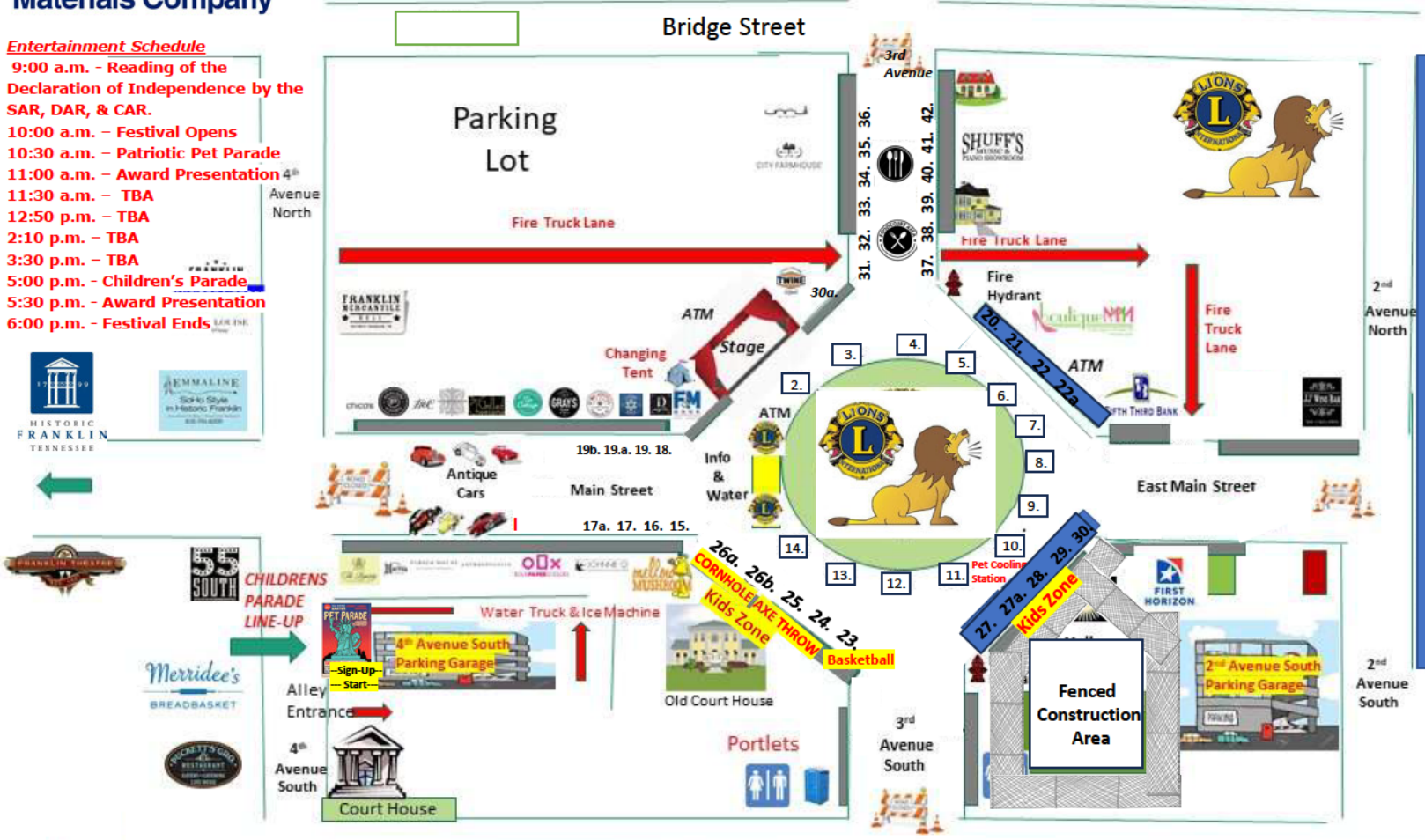
_____
Eric S. Stuckey, City Administrator

04/2024

2026 Franklin On The Fourth

Vulcan Materials Company

Vendor Location



Entertainment Schedule

9:00 a.m. - Reading of the Declaration of Independence by the SAR, DAR, & CAR.
10:00 a.m. – Festival Opens
10:30 a.m. – Patriotic Pet Parade
11:00 a.m. – Award Presentation
11:30 a.m. – TBA
12:50 p.m. – TBA
2:10 p.m. – TBA
3:30 p.m. – TBA
5:00 p.m. - Children's Parade
5:30 p.m. - Award Presentation
6:00 p.m. - Festival Ends

1.	Lions Club	Kids Zone	
2.	DAR	23.	Basketball Game
3.	MisC Creations	24.	Corn Hole
4.	Magnolia Mercantile	25.	WCCAC Kids Art
5.	Window Nation	26.	Ax Throwing Game
6.	Madelow Clothing	26a.	Liberty's Tiny Treats
7.	Made to Play Toys	27.	*Tiger Rock Martial Arts*
8.	Jack Johnson	27a.	*Red Robin Realty*
9.	*Renewal by Anderson*	28.	*Barnstorm Baseball*
10.	Sophie Buck Art	29.	*Old Guard Pet Co.*
11.	Williamson Medical	30.	*TN Fencing Alliance*
12.	Metal Art & Cozy Critters	30a.	Swanky Nights
13.	Ink Vault	30b.	Church St. Farmers M,
14.	Champion Windows	Food Zone	
15.	Vietnam Veterans	31.	White Shepherd Coffee
16.	Band in my Hand	32.	Kona Ice of Mule Town
17.	*Leaffilter*	33.	Live Fire BBQ
17a.	VFW	34.	Wills Chills
18.	Smesser Avon	35.	TN Sweet Tea & Lem
19.	Color Street	37.	*Begley Dogs*
19a.	W.C. Repub. Party	38.	Wild Bills Soda
19b.	LED Balloons	39.	Pacific Grille
20.	Ace Kettle Corn	40.	Gringos Food
21.	Buffalo's Sausage	41.	40 Below
22.	Better Than Booze		
22a.	Lolly Gormet Pops		

Sponsor

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Franklin on the Fourth 2026

HWY 96 W

Bridge St

4th Ave N

3nd Ave N

2nd Ave N

Bridge St

5th Ave N

1st Ave N

Corn Hole,
Axe Throw,
Basketball/Football

37 - 42/31 - 36 Food Trucks

Alley

Alley

Alley

Police Tower

STAGE

20 - 22a

19b, 19a, 19 - 18

Car Show

1 - 14

17a, 17 - 15

26a, 26b

27 - 30

Kid Zone

Children's Parade
Line-up

Parking
Garage

Water
& Ice

Old
Court House

Parking
Garage

Main St

E Main St

Franklin Rd

Harlinsdale Farm

Columbia Ave

5th Ave S

4th Ave S

3nd Ave S

2nd Ave S

1st Ave S

Church St

Church St

- Archer
- Officer
- Police Car
- Fire Truck
- SES Truck
- Street Truck
- Food
- Medical
- Hydrants
- Information & Water
- Moveable Barrier
- Emergency Access
- Road Closed

		Kids Zone
1.	Lions Club	23. Basketball Game
2.	DAR	24. Corn Hole
3.	TBA	25. WCCAC Kids Art
4.	ICES	26. Ax Throwing Game
5.	Southern Roots Rad.	26a. Liberty's Tiny Treats
6.	Madelow Clothing	26b. Leslie's Wonderland
7.	Made to Play Toys	27. TBA
8.	TBA	27a. Red Robin Realty
9.	Ronowal by Anderson	28. MCAS - PET AREA
10.	Eleven Graces	29. Old Guard Pet Co.
11.	Williamson Medical	30. TBA
12.	Cedar Rue	Food Zone
13.	TBA	31. White Shepherd Coffee
14.	TNT Creations	32. Kona Ice of Music City
15.	Vietnam Veterans	33. Jive Turkey
16.	VFW	34. TBA
17.	Leaffilter	35. 40 Below
17a.	Creative Works	36. .
18.	Smesser Avon	37. .
19.	Color Street	38. Begley Dogs
19a.	Lane Solutions	39. TBA
20.	Ace Kettle Corn	40. Wild Bill's Soda
21.	Buffalo's Sausage	41. TBA
22.	Better Than Booze	42. TBA
	Free Games	

Sponsor

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 hereon. All data and materials Copyright © 2026. All Rights Reserved.

Event Name: Franklin on the Fourth, 4th of July Festival

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.

Any site-built platforms (stages) and/or bleachers,Any electrical work utilizing site-constructed equipment or wiring,Any electrical equipment or work utilizing in excess of 120 volts

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.

HISTORIC FRANKLIN TENNESSEE

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: Scott Ducaj - Franklin Lions Club
Event Name: Franklin on the Fourth, 4th of July Festival
Event Date(s): 07/04/2026

1. **Time amplification equipment will be used:** From: 9:00 AM To: 6:00 PM
2. **Exact locations sound amplification equipment will be used** *(i.e. stage located on Second Avenue). Provide map/layout if necessary.*:
   On the square, on the stage. Medium size amplifiers and P.A. system monitored by DB meters

   Sound Amplification Map: Franklin on the Fourth 2026 Map.pdf
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:** 4 - (1 Bass 2 Guitar 1 Keyboard
   Number of Speakers: 4 speakers 4 monitors
   Number of Performers: 6 Bands 1 - 7 players Dancers & Cloggers 15
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**
   Name: Scott Ducaj **Cell:** [redacted] **E-Mail:** [redacted]
   Name: Mike Wyatt **Cell:** [redacted] **Mail:** [redacted]

Authorized Signature: Scott Ducaj **Date:** 02/13/2026

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.

Date: March 31, 2026
Applicant: Scott Ducaj
Project Title: Franklin on the Fourth, 4th of July Festival
Project Address:

Open Issues: 3

FIRE--Special Event

General Issues

2. Food Trucks

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

3. Propane Tanks (Cooking)

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

Sanitation and Environmental Services

General Issues

4. Solid Waste Service

bobby.sullivan@franklintn.gov	Sanitation and Environmental Services will be responsible for maintaining the garbage containers before, during and after the event, this is to include the containers in the Second Ave parking garage. Additionally, we will provide the following: • (6-7) crew members • (2) sideloader for traffic control- 4th @ main and 2nd @ main • (2) Rear loaders for garbage • Cosmetic can covers for sidewalk containers

Staff Conditions:

Staff recommends approval of this event with the following conditions:

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

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.

Streets Department:

- Department will set-up closure and provide barricades
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- The Department will provide on duty Police Officers to provide security during the festival.
- Applicant has requested amplification on stages in the permitted area. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Billing and Licensing:

- Applicant will provide a complete list of vendors to the City prior to the event.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at:
    - Third Ave S
    - Third Ave N at the Square

Fire Department:

- Applicant must secure tent permits.
- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors

City of Franklin

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

File #: 26-0622

DATE: 6/9/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Milissa Reierson, Chief Communications Officer
Monique McCullough, Public Outreach & Special Events Supervisor

SUBJECT:

Consideration Of Event Permit For Bluegrass Along The Harpeth In Downtown Franklin On July 24 - 25, 2026

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Bluegrass Along the Harpeth in Downtown Franklin on July 24 – 25, 2026.

BACKGROUND/STAFF COMMENTS:

Bluegrass Along the Harpeth is an annual event held in Downtown Franklin. Applicant is expecting 4,000 attendees. The request includes the closure on Friday of Main Street from 2nd Avenue to 4th Avenue beginning at 4 p.m. and the closure of all four quadrants of the Square at 5 a.m.

FINANCIAL IMPACT:

The applicant is responsible for Sanitation & Environmental Services costs and extra-duty Police Officers who work the event.

RECOMMENDATION:

Staff recommends approval of this event with the following conditions:

- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. prior to event.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.

Streets Department:

- Department will utilize electronic message boards to alert motorists of closures.
- Department will set-up closure and provide barricades.
- Department will close requested quadrants of the Square at 5 a.m. on Friday.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers each day
- Applicant has requested amplification on stage located on the Square. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Building & Neighborhood Services Department:

- Electrical permit will be required

Sanitation and Environmental Services Department:

- The Sanitation and Environmental Services Department will provide rollout containers for the event. The Department will service the containers on Saturday morning.

Water Department:

- Applicant requests water tap on hydrant at Third Avenue North and East Main Street.

Fire Department:

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

OFFICE USE ONLY
Permit No:
_____

HISTORIC
FRANKLIN
TENNESSEE

City of Franklin
Special Event Permit Application

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

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

Please list all that apply: Festival/Fair

1. **Name/purpose of event:** Bluegrass Along the Harpeth
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed)*:
   Festival location of event will be on the Frankln town square /streets to be closed East main to second ave at street light,Third ave north to Bridge street,Main street to fourth ave at street light,Third ave south to Church street
3. **Date or dates of event:** 07/24/2026, 07/25/2026
4. **Start/End Times of Event:**
   Event start time Jully 24th is 7pm-10pm

   Saturday July 25th start time is 9am-10pm

   What date/time will set-up begin? 7/24/2026 4:00 PM
   What date/time will tear-down be complete? 7/25/2026 11:55 PM
   **Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
5. **Time of Street Closure** *(if applicable):*
   We would like to close streets at 4pm on July 24th

   Close parking guads around the square 6am July 24th

   Close parking on Third ave North 6am July 24th

   Close parking on East main 1pm July 24th
6. **An estimated number expected to attend during the course of the event:**
   Spectators/Attendees: 4,000 Event Staff/Volunteers:30 Total:4,030

7. **Name of applicant and Organization Requesting Permit** (at least one applicant must be a resident of the City of Franklin; or the organization must be located in the City limits of Franklin)**: Applicant / Organization Requesting Permit**
   tommy jackson
   bluegrass along the harpeth
   421 perkins dr
   franklin, TN 37064
   [redacted]
   [redacted]
   Person in charge on day of event: Tommy Jackson
   Cell: [redacted] **E-mail address:** [redacted]
   Name and Cell Number of at least two others available on day of event:
   Name: Robyn Dudin **Cell:** [redacted] **E-mail address:** [redacted]
   Name: Nan Puetz **Cell:** [redacted] **E-mail address:** [redacted]

8. **DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) **:**
   This is the 35th annual Bluegrass Along the Harpeth music festival. Event is to presrve the art of old time music and dance.Free to the public with no alchohol allowed.There will be 2 bands to perform on Friday night July 24th. Saturday July 25th will be a music and dance competition for anyone wanting to enter.

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: map 2023.pdf

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

    Administrative Contact List: Bluegrass staff.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: w9 new wccac 2025.pdf *Williamson County Cultural Arts Commission has merged with Arts Council of Williamson County - mlm*
14. **Will you charge an admission fee?** No
    Average admission fee:
15. **Will you charge a vendor particiation fee?** Yes
    Average vendor participaion fee? 100
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?** No
    What organization will be the benefactor of event?
    What percentage of funds will they receive?
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.**
Food Vendors

Craft Vendors

Company vendors

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 for festival.pdf

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

25. **Will you require a temporary water tap?** Yes
If yes, please list exact locations:
Water tap at 3rd ave north

Water tap at East main

26. **Will alcohol, beer, and/or wine be given away or sold?** No
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 much have an approved label or documentation showing the tent fabric meets all flammability requirements. Tents larger than 400-SF must be inspected and approved by the fire department before the event opens. All cooking operations must be inspected and approved by the fire department before the event opens. Cooking operations will be periodically inspected throughout the event. Tents should be taken down on the date the event has ended. ***Please read the Additional Requirements section of this application for more information***.

28. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
    Good Neighbor Letter: good neighbor letter 2026.pdf
    Good Neighbor Letter Mailing List:

HISTORIC
FRANKLIN
TENNESSEE

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.

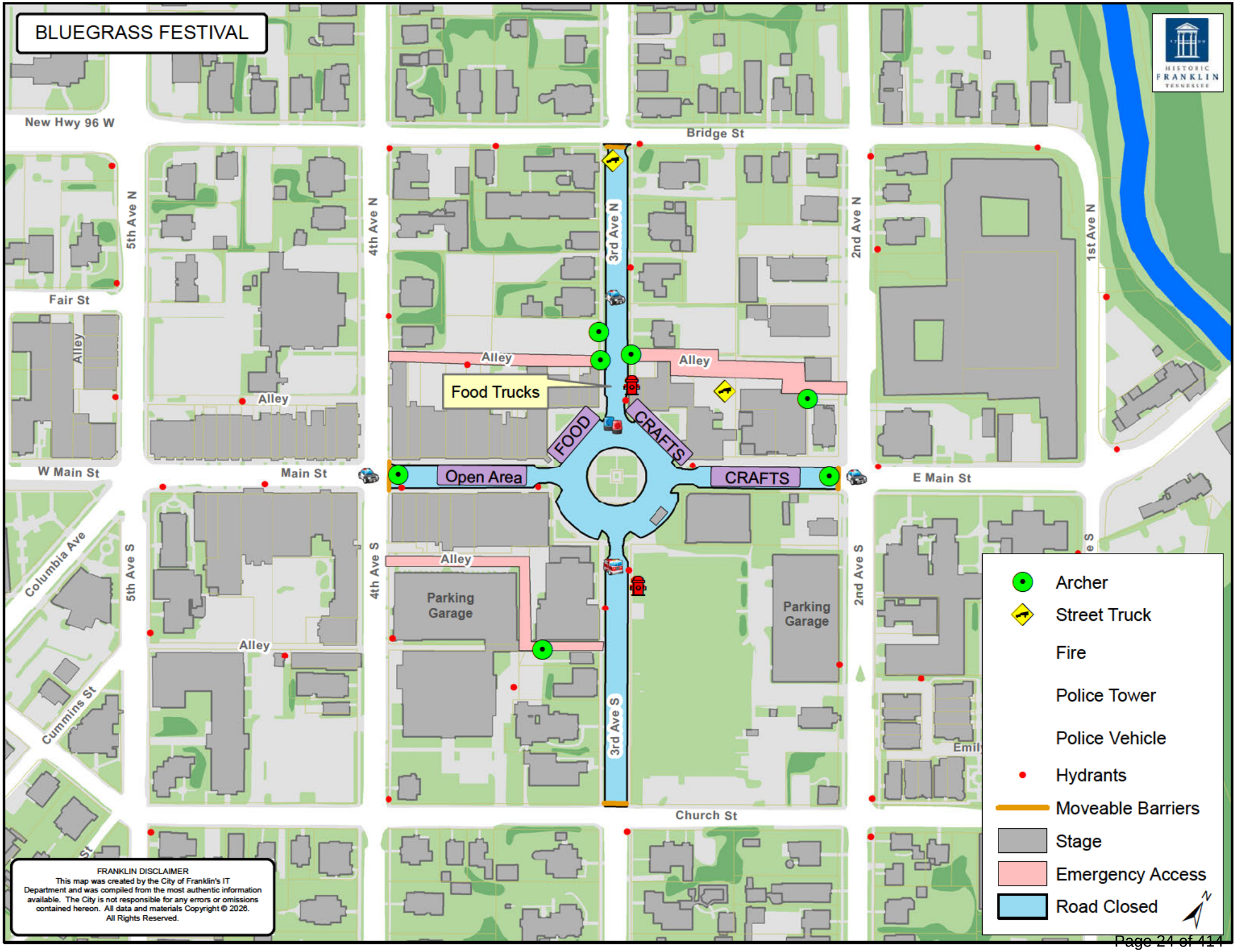
BY: Jenni Jaden COORDINATOR Date: 2-27-2026
(Signature and title – must be officer of organization)

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

_____
Dr. Ken Moore, Mayor

_____
Eric S. Stuckey, City Administrator

04/2024


BLUEGRASS FESTIVAL
New Hwy 96 W
Bridge St
Fair St
5th Ave N
4th Ave N
3rd Ave N
2nd Ave N
1st Ave N
Alley
Alley
Alley
Alley
Food Trucks
FOOD
CRAFTS
Open Area
CRAFTS
W Main St
Main St
E Main St
Columbia Ave
5th Ave S
4th Ave S
3rd Ave S
2nd Ave S
Alley
Alley
Parking Garage
Parking Garage
Cummins St
Church St
Archer
Street Truck
Fire
Police Tower
Police Vehicle
Hydrants
Moveable Barriers
Stage
Emergency Access
Road Closed
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 hereon. All data and materials Copyright © 2026. All Rights Reserved.

Event Name: Bluegrass Along the Harpeth

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.

Any site-built platforms (stages) and/or bleachers

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

All Permit applications are subject to permit fees.

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

Event Name: Bluegrass Along the Harpeth

Signature: _____

HISTORIC FRANKLIN TENNESSEE

FORM D

Sound Amplification

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

Applicant/Organization: tommy jackson - bluegrass along the harpeth
Event Name: Bluegrass Along the Harpeth
Event Date(s): 07/24/2026, 07/25/2026

1. **Time amplification equipment will be used:** From: 7:00 PM To: 10 PM
2. **Exact locations sound amplification equipment will be used** *(i.e. stage located on Second Avenue). Provide map/layout if necessary.*:
   Franklin Town square

   Sound Amplification Map: map 2023.pdf
3. **For what purpose will sound amplification be used?** *Please list all that apply*:
   Announcements/Speeches,Band/Singers,DJ,Sound System
4. **Type of Amplifier:** Fixed
5. **Number of Amplifiers:** Unknown **Number of Speakers:** unknown **Number of Performers:** unknown
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**
   Name: David Hale **Cell:** [redacted] **E-Mail:** [redacted]
   Name: Tommy Jackson **Cell:** [redacted] **E-Mail:** [redacted]

Authorized Signature: tommy jackson **Date:** 03/06/2026

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.

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

Date:
September 13, 2023
Employer ID number:
20-5391895
Form 990 required:
Yes
Person to contact:
Name: E Kramer
ID number: 1002988929

ARTS COUNCIL OF WILLIAMSON COUNTY
% LINDA MCLAUGHLIN
PO BOX 680942
FRANKLIN, TN 37068

Dear Sir or Madam:

We're responding to your request dated August 14, 2023, about your tax-exempt status.

We issued you a determination letter in March 2007, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax-deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period.

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Thank you for your cooperation.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Staff Conditions:

Staff recommends approval of this event with the following conditions:

- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. prior to event.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.

Streets Department:

- Department will utilize electronic message boards to alert motorists of closures.
- Department will set-up closure and provide barricades.
- Department will close requested quadrants of the Square at 5 a.m. on Friday.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers each day
- Applicant has requested amplification on stage located on the Square. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Building & Neighborhood Services Department:

- Electrical permit will be required

Sanitation and Environmental Services Department:

- The Sanitation and Environmental Services Department will provide rollout containers for the event. The Department will service the containers on Saturday morning.

Water Department:

- Applicant requests water tap on hydrant at Third Avenue North and East Main Street.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors
- After stage setup is complete, the stage manager / crew chief should 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.

City of Franklin

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

File #: 26-0710

DATE: 6/9/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Sara Sylvis, Benefits Manager
Wesley Wright, Purchasing Manager

SUBJECT:

*Consideration Of Resolution 2026-55, A Resolution To Reject All Bids Received For Procurement Solicitation 2026-028 For Stop-Loss Insurance For Group Health And Prescription Drug Programs For Employees And Retirees

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2026-55, a resolution to reject all bids received in response to procurement solicitation 2026-028.

BACKGROUND/STAFF COMMENTS:

On May 11, 2026, the City issued solicitation 2026-028, an invitation to bid on the city's annual stop-loss insurance policy for its health and pharmacy insurance program. Direct invitations were sent to 105 firms registered with City's purchasing office in the categories of insurance and financial services and a notice to bidders was published in the Williamson Herald on May 14,2026. Upon close of the solicitation on May 22, 2026, only one bid had been received and it was from the City's incumbent vendor, BlueCross BlueShield of Tennessee. The bid matched the renewal proposal previously received by the City under the current contract.

FINANCIAL IMPACT:

There is no financial impact to rejecting bids received.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2026-55 to reject all bids received in response to solicitation 2026-028.

RESOLUTION 2026-55

A RESOLUTION TO REJECT ALL BIDS FOR STOP-LOSS INSURANCE FOR GROUP HEALTH AND PRESCRIPTION DRUG PROGRAMS FOR EMPLOYEES AND RETIREES

WHEREAS, on May 11, 2026, the City posted a Notice to Bidders on the City website for stop-loss insurance for group health and prescription drug programs for employees and retirees (Purchasing Office Solicitation No. 2026-028); and

WHEREAS, on May 11, 2026, the City issued Purchasing Office Solicitation No. 2026-028; and,

WHEREAS, on May 11, 2026, the City sent solicitation documents directly to one hundred and five potential bidders known or thought to be interested in Purchasing Office Solicitation No. 2026-028; and

WHEREAS, on May 14, 2026 the City posted a Notice to Bidders in the Williamson Herald; and

WHEREAS, on May 15, 2026 the City issued Addendum No. 1 to Purchasing Office Solicitation No. 2026-028; and

WHEREAS, on May 22, 2026, the City publicly unsealed bids from one respondent; and

WHEREAS, City staff recommends the City reject all bids submitted in response to Purchasing Office Solicitation No. 2026-028.

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

The City shall reject all bids submitted in response to Purchasing Office Solicitation No. 2026-028.

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

ATTEST:

By: _____
Cayce Anderson
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Ronda Webb, Assistant City Attorney

Law Dept approved 05.29.26

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 26-0705

DATE: 6/9/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Sara Sylvis, Benefits Manager

SUBJECT:

*Consideration Of Amendment 5 To Contract No. 2023-0126, With BlueRe (Blue Cross Blue Shield Of Tennessee), In The Total Amount Of $928,463 For Stop-Loss Coverage For The City Of Franklin's Self-Insured Medical And Pharmacy Benefit Plan

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 5 to COF Contract No. 2023-0126.

BACKGROUND/STAFF COMMENTS:

On April 27, 2023, the City published a Notice to Bidders in the Williamson Herald for stop-loss insurance for group health and prescription drug programs for employees and retirees. We are exercising our right to extend the agreement for an additional year. The original term of award was one (1) year, beginning with the policy year starting July 1, 2023, with four (4) options to extend, each for up to one (1) additional year. After conducting an underwriting review of the City's medical and prescription claims, BlueRe offered to renew coverage for the City of Franklin at a 21% increase.

FINANCIAL IMPACT:

The specific deductible per individual is $350,000. The stop-loss monthly premium is incorporated into employees' and retirees' monthly premiums and then split between the employee and City contributions. Based on bid data, the estimated annual premium for FY27 is $928,463, allocated across each department's operating budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 5 to COF Contract No. 2023-0126.

BlueRe℠ of Tennessee
1 Cameron Hill Circle, Chattanooga TN 37402

Stop Loss Proposal for: **City of Franklin**
Policy Period: **07/01/2026 – 06/30/2027**
Broker: **Diaz, Lou**
Administrator: **BlueCross BlueShield of Tennessee**
BCBST Networks Utilized: **Network P**

BCBST Representative: **Scott Karner**
Email: **Scott_Karner@bcbst.com**
Proposal Number: **71564**
Proposal Valid Through: **06/30/2026**

SPECIFIC STOP LOSS COVERAGE		Renewal Option 1	Renewal Option 2	Renewal Option 3
Coverages		**Medical, Rx Card**	**Medical, Rx Card**	**Medical, Rx Card**
Specific Deductible per Individual		**$ 325,000**	**$ 350,000**	**$ 375,000**
Contract Basis		**60/12**	**60/12**	**60/12**
Immediate Reimbursement		**Included**	**Included**	**Included**
Specific Rate(s) Per Month	Enrollment			
Single	**253**	**$ 43.14**	**$ 40.19**	**$ 38.29**
Family	**528**	**$ 136.92**	**$ 127.28**	**$ 120.20**
Estimated Monthly Premium		**$ 83,208**	**$ 77,372**	**$ 73,153**
Estimated Policy Period Premium		**$ 998,498**	**$ 928,463**	**$ 877,836**
Quoted Rate(s) include Commission of		**0.00 %**	**0.00 %**	**0.00 %**

OVERALL COST SUMMARY	Renewal Option 1	Renewal Option 2	Renewal Option 3
Total Fixed Cost	**$ 998,498**	**$ 928,463**	**$ 877,836**
Aggregate Deductible	**$ 0**	**$ 0**	**$ 0**
Maximum Policy Period Liability	**$ 998,498**	**$ 928,463**	**$ 877,836**

Rates and Factors subject to attached Qualifications and Contingencies and Plan Document Assumptions.
Law Dept approved 05.29.26

Stop Loss Proposal for: **City of Franklin**
Policy Period: **07/01/2026 – 06/30/2027**
Broker: **Diaz, Lou**
Administrator: **BlueCross BlueShield of Tennessee**
BCBST Networks Utilized: **Network P**

BCBST Representative: **Scott Karner**
Email: **Scott_Karner@bcbst.com**
Proposal Number: **71564**
Proposal Valid Through: **06/30/2026**

QUALIFICATIONS AND CONTINGENCIES AND PLAN DOCUMENT ASSUMPTIONS

We have reviewed your updated paid claims, prognosis and case management information through 005/15/2026. The attached proposal is a firm offer. You must acknowledge acceptance of the terms in this proposal by returning a signed copy no later than the end of the business day on 06/30/2026. Please indicate which option is chosen. Failure to remit the signed proposal by 06/30/2026 will require submitting updated claims information for our review.

There are some items that are important for you to remember as you review our proposal:

- Outstanding contingencies must be received no later than 7 days after 07/01/2026.
- Effective 7/01/2026 a laser of $560,000 is being placed on Member # 90330780702. Member # 90330780702 was not covered under the No New laser option in prior years.
- The current No New Laser Option at Renewal with a rate cap of 50% will be removed as of July 1, 2026.

Assumptions:

1. Our proposal assumes that the number in each benefit plan option will remain the same or within 10% of current enrollment. We reserve the right to re-rate this proposal if the benefit plan enrollment changes more than 10%.
2. Our contract assumes that the policyholder's benefit plan document is in compliance with all applicable legislation. A valid copy of the benefit plan must be received within 45 days of the effective date. No policy will be issued or claim paid until the benefit plan document has been reviewed and approved by underwriting. Any deviation from the benefit plan upon which the sold proposal was based may result in a change to the terms of coverage.
3. Stop Loss coverage is for non-occupational injuries and illnesses.
4. This proposal expires at the end of the "Valid Through" date stated on Page 1 of the proposal. It is based on the data submitted to us in the prospect specifications. Any inaccuracy in the data will require revised calculations.
5. These rates are based on the "current" plan of benefits.
6. This proposal assumes the continuation of BCBS of Tennessee as the PPO and TPA.
7. Total group enrollment increases or decreases of more than 10% require re-rating.
8. This proposal assumes 51 retirees are participating in the covered benefit plan and were included in the census and claims provided.
9. This proposal assumes that standard BCBST language for transplants has been elected.
10. Applicable state taxes are included in the premium charged. State assessments, if applicable, are not covered and will be billed separately to the policyholder.
11. We elect the Immediate Reimbursement option (if available). It is understood that all premiums and administrative fees related to our stop loss coverage, medical administration and ancillary services will be paid via ACH debit.

Policyholder Initials: _____.

This proposal expires if not signed and received by BlueRe before the valid through date

Stop Loss Proposal for: **City of Franklin**
Policy Period: **07/01/2026 – 06/30/2027**
Broker: **Diaz, Lou**
Administrator: **BlueCross BlueShield of Tennessee**
BCBST Networks Utilized: **Network P**

BCBST Representative: **Scott Karner**
Email: **Scott_Karner@bcbst.com**
Proposal Number: **71564**
Proposal Valid Through: **06/30/2026**

OPTION SUMMARY

PROPOSAL ACCEPTANCE PROCEDURES

This proposal includes a rate page, all accompanying notes, contingencies, assumptions, and a signature page. Rates, Deductibles and Factors are based on the data provided to us. Inaccurate or incomplete data may require changes in the terms provided. We will not be bound by clerical or typographical errors contained in this proposal. This quote is subject to all policy provisions, limitations, and exclusions. By signing below I confirm that I am authorized to accept the terms of this insurance proposal.

Please check next to the selected proposal option:

	Option	Specific Deductible	Specific Contract	Client's Liability	Total Specific Premium		Option	Aggregate Contract	Total Aggregate Premium	Attachment Point
☐	1	$ 325,000	60/12	$ 0	$ 998,498		1		$ 0	$ 0
☐	2	$ 350,000	60/12	$ 0	$ 928,463		2		$ 0	$ 0
☐	3	$ 375,000	60/12	$ 0	$ 877,836		3		$ 0	$ 0

By: _____ Date: _____

Authorized Representative

This proposal expires if not signed and received by BlueRe before the valid through date

Approved as to Form:

_____

Ronda D. Webb, Assistant City Attorney

City of Franklin

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

File #: 26-0652

DATE: 6/9/2026

TO: Board of Mayor and Aldermen

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

SUBJECT:

*Consideration Of Procurement Award To ADS, LLC The Total Amount Of $426,812.00 For Years 1-3 For Wastewater Flow Monitoring Services For The Wastewater General Division Of The Water Management Department. (Purchasing Office Procurement Solicitation No. 2026-010; COF Contract No. 2026-0195)

PURPOSE:

The purpose of this procurement is to purchase the supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges for a term of award of three (3) years, tentatively effective June 15, 2026, with two (2) options to extend, each time for up to one (1) additional year. These services would be used to assess growth and future conditions associated with wastewater flow within the collection system.

BACKGROUND/STAFF COMMENTS:

The City published on March 5, 2026 a Notice to Proposers in the Williamson Herald for supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges. In addition, solicitation documents were sent on or about the same date directly to one hundred and forty-five (145) potential proposers known or thought to be interested in this solicitation. Proposals from one (1) service provider was publicly opened at the submittal opening held on March 26, 2026.

ADS LLC was the sole proposal received and is also the city's incumbent provider of these same services from a prior procurement action. The Water Department has rated the past performance of ADS LLC as satisfactory and meeting the needs of the city and therefore recommends ADS LLC for this procurement award.

FINANCIAL IMPACT:

The proposal is in the total estimated amount of $426,812.00 for years 1-3 for wastewater flow monitoring services. The Water Management Department Wastewater General Division proposed budget for fiscal year 2027 includes funds for this purchase.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2026-0195.

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2026-0195)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and ADS LLC ("SERVICE PROVIDER"), who mutually agree as follows:

1. CITY issued (a) on March 5, 2026, Purchasing Office Solicitation No. 2026-010, a procurement solicitation for proposals for **Supply, Delivery, Installation, Operation and Maintenance of Sanitary Sewer Flow Meters and Rain Gauges** ("SOLICITATION").

2. In response to SOLICITATION, SERVICE PROVIDER submitted a proposal dated March 26, 2026 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as **Attachment No. 1** and hereby incorporated by reference as if fully set forth herein.

3. SERVICE PROVIDER included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with SERVICE PROVIDER's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as **Attachment No. 2** and hereby incorporated by reference as if fully set forth herein.

4. SERVICE PROVIDER has, subsequent to SUBMITTAL, also submitted a/{number} Certificate(s) of Liability Insurance ("CERTIFICATE(S) OF INSURANCE"), a copy/copies of which is/are attached hereto as **Attachment No. 3** and hereby incorporated by reference as if fully set forth herein, that collectively meet or exceed CITY's Insurance Requirements as included in SOLICITATION.

5. If and when insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above expires either before the expiration of any term of award described below, including any extensions thereto, or before the supply and delivery by SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that either indicates or collectively indicate the new date(s) of insurance coverage expiration and that either (a) meets or exceeds or (b) collectively meet or exceed CITY's Insurance Requirements as included in SOLICITATION.

6. In the event that insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above is materially modified or canceled either before the expiration of any term of award described below, including any extensions thereto, or before the supply and delivery by SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.

7. SERVICE PROVIDER agrees to impose CITY's Insurance Requirements as included in SOLICITATION upon any subcontractors it utilizes for this procurement. Except as may be approved and authorized by CITY in advance of any subcontractor commencing work for this award, SERVICE PROVIDER may not subcontract any service component of the award except as is indicated in SUBMITTAL.

8. SERVICE PROVIDER has, subsequent to SUBMITTAL, also submitted CITY's Indemnification Agreement, executed for SERVICE PROVIDER ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

9. CITY awarded to SERVICE PROVIDER the purchase of **Supply, Delivery, Installation, Operation and Maintenance of Sanitary Sewer Flow Meters and Rain Gauges**, pursuant to SOLICITATION and SUBMITTAL.

10. The term of award shall commence upon execution of this AGREEMENT (the effective date of this AGREEMENT) and shall expire three (3) years from the effective date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and SERVICE PROVIDER may, by mutual consent, exercise not more than (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager or CITY's Procurement Officer IV, after consultation with CITY's Director Water Management, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; (d) that if SERVICE PROVIDER chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at CITY's discretion, CITY and SERVICE PROVIDER may negotiate an additional extension beyond such expiration. Note that CITY and SERVICE PROVIDER each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.

11. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (e) SOLICITATION; and (f) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20____.

For SERVICE PROVIDER:

_____

(signature of SERVICE PROVIDER's authorized representative)

TITLE: _____

For CITY:

_____

(signature of CITY's authorized representative)

TITLE: _____

Approved as to Form:

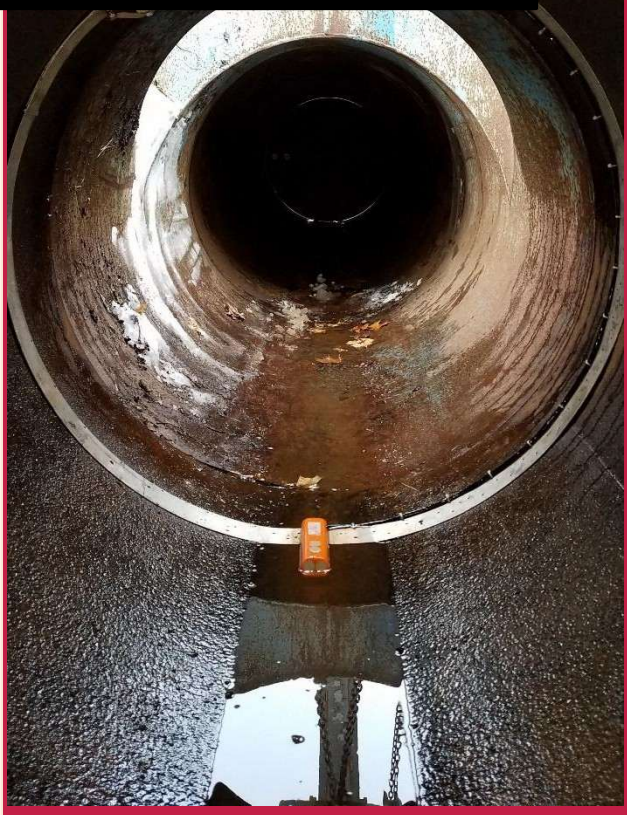
_____

Ronda Webb, Assistant City Attorney

Attachment No. 1

Excerpts from SUBMITTAL

Franklin, TN - Solicitation No. 2026-010: Supply, Delivery, Installation, Operation and Maintenance Of Sanitary Sewer Flow Meters and Rain Gauges.



Technical Proposal Submitted To:

City of Franklin, Tennessee.
Purchasing Office
Franklin City Hall, 109 3rd Ave. South
Franklin TN 37064

Closing date and time:
26 March 2026 – 2:00 PM

Submitted By:
ADS Environmental Services
340 The Bridge Street, Suite 204
Huntsville, AL 35806

Contact Person:
Tom Reese
Greese@idexcorp.com
(256)-497-8893

City of Franklin, Tennessee

Purchasing Office Solicitation No. 2026-010

Supply, Delivery, Installation, Operation and Maintenance of Sanitary Sewer Flow Meters and Rain Gauges

Addressed To

City of Franklin, Tennessee Purchasing Office
Franklin City Hall, 109 3rd Ave. South, Franklin, TN 37064
Deadline: March 26, 2026 at 2:00 PM Central Time

Project Scope

The City of Franklin seeks a qualified firm to supply, deliver, install, operate, and maintain a comprehensive sanitary sewer flow monitoring and rainfall measurement network consisting of:

22 Permanent Sanitary Sewer Flow Meters — continuous area-velocity monitoring in pipes ranging from 8 to 60 inches

7 Temporary Sanitary Sewer Flow Meters — deployed at the City's direction for targeted basin studies

7 Rain Gauges — tipping bucket precipitation measurement at 0.01-inch resolution

City Objectives

A. Develop inflow and infiltration (I/I) estimates

B. Develop dry weather flow estimates

C. Quantify flow from different basins

D. Quantify rainfall data within the basin

Contract Term

Three (3) year base term with two (2) optional one-year extensions, for a potential total of five (5) years. Anticipated Date of Award: July 14, 2026. Contract start: July 20, 2026.

Submitted By

ADS Environmental Services
A Division of ADS LLC, a Business Unit of IDEX Corporation (NYSE: IEX)
340 The Bridge Street, Suite 204, Huntsville, AL 35806

Contact: Tom Reese, Key Account Manager | Treese@idexcorp.com | (256) 497-8893
Project Manager: Sarah Hembree, PMP | shembree@idexcorp.com | (678) 476-5399 (24-hour)

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Executive Summary

ADS Environmental Services, a division of ADS LLC and a business unit of IDEX Corporation, brings the financial strength, technical innovation, and deep specialization required to support the City's long-term sanitary sewer flow monitoring program. As part of a $5 billion organization, ADS has the stability and resources of a global corporation, combined with the agility to design, build, and refine advanced wastewater monitoring technologies specifically tailored to the complex needs of modern utilities.



For more than 50 years, ADS has focused exclusively on providing **the most accurate and defensible gravity sewer flow and rainfall data**—the core objective that also drives the City's program to develop I&I estimates, dry weather flow estimates, basin flow quantification, and rainfall data quantification. We understand that the decisions informed by our data routinely guide multimillion-dollar capital planning and regulatory compliance strategies. This understanding has shaped our mission, our technology, and the rigorous quality management culture that defines ADS.

ADS has institutionalized the processes and innovation required to deliver the **highest-quality data, on time and within budget,** including ISO-aligned quality assurance protocols, regimented field procedures, and advanced analytics workflows that ensure accuracy, transparency, and reproducibility. Our quality assurance program mirrors and exceeds the City's expectations for standardized QA/QC, data correction documentation, and traceable, defensible datasets.

Backed by a team of more than **300 industry professionals**, including certified field technicians, data analysts, engineers, and project managers, ADS brings unmatched experience in permanent and temporary flow monitoring programs, telemetry optimization, rainfall monitoring, and long-term asset performance reporting. Our procedures, defined over decades and deployed across thousands of projects domestically and internationally, ensure consistent delivery of validated 15-minute interval datasets, ≥95% uptime performance, and comprehensive interpretive reporting as required by the RFP.

ADS offers several advantages that uniquely position us to support the City's regional system, which includes gravity sewer lines, force main lines, and sewage lift stations throughout the service area, with pipe sizes ranging from 8 inches to 60 inches.

What Distinguishes ADS for This Program

Fully Integrated, End-to-End Solutions

Unlike firms that rely on third-party equipment or subcontract key functions, ADS designs and manufactures our own flow meters, AV sensors, and telemetry systems, and develops the software platforms that manage, visualize, and analyze all collected data. Our turnkey model—field services through analytics—ensures a single integrated system, seamless data flow, consistent QA/QC, and a single point of accountability. This is fully aligned with the City's need for transparent, defensible data ownership across changing vendors.

Large, Highly Trained Staff & Equipment Availability

ADS maintains one of the largest dedicated flow monitoring teams in the country, allowing rapid deployment, redundancy, and rapid responsiveness—critical for meeting the City's program expectations, including strict deadlines (e.g., all meters installed within 30 calendar days). Our scale ensures uninterrupted service even during high-volume monitoring seasons or emergency events.

Industry-Leading Data Quality and Analytics

Our standardized QA/QC workflows directly align with the RFP's requirements for:

- Drift detection
- Surcharge condition logging
- Anomaly identification
- Documented correction and reconstruction protocols (including required logs)
- Monthly and quarterly interpretive reporting, including hydrographs, hyetographs, sewershed trending, capacity assessment, and basin-level wet-weather analysis

ADS's analytic rigor ensures the City receives not only accurate raw data, but also actionable insights for planning, rehabilitation prioritization, and regulatory compliance.

Our Commitment to the City's Program Goals

ADS is uniquely qualified to deliver a robust, continuous flow monitoring program that supports the City's objectives to:

- Produce reliable and defensible sanitary sewer flow and rainfall datasets
- Maintain ≥95% uptime across all permanent and temporary flow meters and rain gauges
- Provide transparent data access and complete City data ownership
- Maintain year-round meter and rain gauge performance
- Deliver decision-grade monthly and quarterly reporting aligned with regulatory and planning needs.

We bring the experience, personnel, technology, and financial strength required to execute this program at the highest possible standard.

ADS Environmental Services is honored to submit this proposal and looks forward to continuing to partner with the City of Franklin, Tennessee to ensure accurate, reliable, and forward-thinking flow monitoring services that fully support your long-term system management needs

A. Competency, Experience and Qualifications

ADS Environmental Services is a division of ADS LLC which is a business unit of IDEX Corporation (IEX). As such, ADS has the financial backing of a publicly traded $5 billion company along with the autonomy to innovate new equipment, software and services to serve the highly specialized wastewater flow monitoring marketplace. A brief financial statement attached in Appendix which will show the financial wherewithal to perform services requested and can comply with the City's insurance requirements without exceptions. ADS and our parent company IDEX offer the highest level of financial confidence and stability now and in years to come.

ADS Environmental Services was started over 50 years ago when its founder developed and patented the first area-velocity sewer flow monitor and the company has been built upon providing the most accurate and complete wastewater gravity flow and rain information to its clients. We are highly specialized and understand the importance of the information we provide and the multimillion-dollar decisions that our clients make with this information. As a result, ADS has grown to over 300 employees working out of 25 offices domestically and internationally. All of our systems and processes have been put into Standard Operating Procedures and refined over this time. They are routinely followed as documented by our ISO 9001 certification and they allow us to deliver the best information possible on time and on budget.

A quality assurance plan that ensures the performance of contract deliverables and meeting customer needs is at the core of the products and services that ADS delivers. As can be seen by our many years in this specialized industry, our references and repeat and long-term clients, ADS performance meets or exceeds customer expectations on value, budget, schedule, data quality and uptime.

The project team proposed here brings to the City an experienced and knowledgeable group of professional field staff, analysts, engineers and managers with over 200 years of combined expertise to execute this project. This is the same team that also provides similar services for other Tennessee clients like Nashville Metro Water Services and Murfreesboro Water and Sewer Department which have been repeat ADS clients for over 35 years through repeated multi-year contracts from evaluated procurements such as this one.

Key Personnel

The team that will perform this work should ADS be selected is well seasoned, knowledgeable and experienced. They are trained and certified in their duties as per ADS' ISO 9001 process for installation, maintenance, repair, data analysis and safety. They are also trained and certified on the proper maintenance and repair of equipment by ADS which manufactures the equipment. The 3 Murfreesboro based field crews will be backed up by 3 Atlanta and 3 Birmingham based field crews should they be needed for rapid large-scale deployment of equipment. All key personnel identified for this project have confirmed their availability and time commitment. Each team member manages no more than 3-5 concurrent monitoring programs, ensuring dedicated attention to the City of Franklin's program throughout the contract term.

District Manager/PM, Sarah Hembree, PMP

Sarah has 25 years of experience and has conducted over 150 projects of this nature. She has been responsible for managing projects involving all major product lines including long term flow monitoring service and data processing, temporary flow monitoring studies, I/I analyses, capacity analyses, sewer system evaluation surveys (SSES), sewer cleaning and televising, potable water testing and specialized collection system analyses. Her duties include project scheduling, quality control, budget adherence, progress reporting and personnel development.

ADS will provide a 24-hour accessible contact number for the responsible project manager as required by the RFP. Sarah Hembree can be reached at (678) 476-5399.

Field Manager II/ Training, Al McNealey

Al has over 27 years of flow monitoring experience. While at ADS he has been responsible for installing, servicing and maintaining long term flow monitors and performing temporary flow monitoring studies. He also ensures that all necessary equipment needed for the tasks are on hand locally and that all his crew members maintain their proper certifications. Al is a certified crew trainer and region safety compliance officer.

Supervisor/Field Crew Lead, Matthew Milo

Matthew has over 16 years of flow monitoring experience at ADS. He is responsible for installing, servicing and maintaining long term flow monitors and rain gauges and performing temporary flow monitoring studies. Matthew is trained and certified in all aspects of his job including safety and holds over 16 years of hands-on experience with the Triton+ flow monitor or similar and RainAlert III rain gauge equipment proposed for this project.

Data Manager/Analyst, Ryan Schick

Mr. Schick has over ten (10) years of data processing and analysis experience, 9 of which is specific to wastewater flow monitoring and collection systems. As a Senior Hydraulic Analyst, he is responsible for analyzing an array of data including, but not limited to, sanitary sewer, combined sewer, storm sewer, and rainfall data, as well as preparing data and reports for clients without oversight. He works closely with environmental field technicians to ensure equipment issues are appropriately resolved, ensuring data quality and minimizing downtime. Ryan also reviews data modified by junior hydraulic analysts prior to delivery to clients and assists with training of newly hired analysts, as needed

NA Director of Operations, Mike Armes, PMP

Mike has been with ADS Environmental Services for over 25 years and is currently the Director of North America Operations. He has extensive field and project management experience in all major product lines including long term flow monitoring service and data processing, temporary flow monitoring studies, I/I analysis, CSO monitoring and public notification, and sewer system evaluation and survey (SSES). Responsibilities include contract negotiations, project scheduling, revenue and cost projections, progress reporting, QA/QC and personnel development. Mr. Armes has been involved with new product development for calibration, beta testing and field services and has been a member of Six Sigma quality control and field methods test teams.

Senior Engineer/Product Development Manager, Kevin Enfinger, P.E.

Kevin is based in Huntsville, Alabama and has 30+ years of experience with 25+ years focused in wastewater collection systems. He has deep, practical experience in infiltration and inflow studies, expertise in sewer hydraulics and their practical application to flow monitoring, and expertise in rainfall monitoring required for the urban sewer environment. Kevin is a registered Professional Engineer licensed in eight states including Tennessee and Alabama, holds a BS in Chemical Engineering from the University of Florida, is a member of ASCE and WEF, and a published author of over a dozen peer-reviewed technical papers on sewer hydraulics, scattergraph analysis, and I/I evaluation. His role on this project will be to oversee reporting, I/I analysis and recommendations, provide training on ADS internet-based SLiiCER software, and provide technical assistance for flow monitor placement, data analysis and data quality assurance. Relevant project experience includes Chattanooga, TN (100+ meters, 13 rain gauges), Murfreesboro, TN (19 flow monitors, 7 rain gauges), and Jefferson County, AL (100+ flow monitors, 40+ rain gauges).

Key Account Manager, Tom Reese

Tom has over 15 years of professional experience in various environmental related roles of which 1.5 years with ADS and is a degreed Environmental Scientist. Tom along with Sarah will interface with City personnel to ensure that all project objectives and expectations are being met and will be the contact point for this procurement.

Project Personnel Experience and Qualifications Matrix

Below is a matrix of experience and qualifications of the local project team that will be performing the work.

Project Role	Project Manager	Field Manager	Sr. Field Crew Lead	Data Analyst	Senior Engineer	NA Director of Operations	Key Account Manager
Name **Title**	Sarah Hembree P.M.P. District Manager/PM	Al McNealey Field Manager II/Training	Matthew Milo Field Supervisor	Ryan Schick Data Manager/Analyst	Kevin Enfinger P.E. Sr. Engineer/PDM	Mike Armes PMP Dir. of Ops.	Tom Reese KAM
Years Experience	25	27	16	10	30+	25	10
Time Availability	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Number of Projects	>150	>160	>90	>30	>250	>250	>40
Product Lines	Flow Monitoring, SSES, Data Analysis, I/I Analysis	Temporary and long term flow monitoring, CCTV, SSES, smoke testing, flow isolation, dye test, wet weather inspect.	Temporary and long term flow monitoring, wet weather inspection, flow isolation	Temporary and long term flow monitoring analysis including sanitary, combined, and storm sewer analysis, reports	I/I studies, sewer hydraulic analysis, rainfall monitoring, temporary flow studies, capacity analysis, engineering analysis, reports	LTM, Temp flow monitoring, SSES, I/I analysis, CSO monitoring, RDII analysis, capacity analysis, Six Sigma	Account management, contract coordination, procurement, customer advocacy, environmental services
Relevant Experience and Certifications	Project Manager, project scheduling, quality control, budget adherence, progress reporting, personnel development	Field Manager, Training, safety supervisor, data collection, equipment troubleshooting, CPR, Supplied Air Certified	Equipment troubleshooting & Repair, Installation, O&M, Data Collection & Analysis, CPR, Supplied Air Certified	Data Analysis, Equipment troubleshooting, I/I determination, CSO evaluations, capacity analyses	Professional Engineer (P.E. licensed in 8 states incl. TN & AL); ASCE&WEF member; 13+ peer-reviewed publications; I/I analysis, SLiiCER, scattergraph analysis	Director of NA Operations, contract negotiations, project scheduling, QA/QC, new product dev., beta testing, NASSCO PACP/MACP	Key Account Manager, contract & procurement coordination, customer advocate, US Army Veteran (Cavalry Scout)

Education	BS Mathematics – University of Alabama-Huntsville PMP Certified – PMI	Wastewater Operations – Cal. State PACP Certified		B.S. Meteorology – University of South Alabama	BS Chemical Engineering – University of Florida, 1994 P.E. Licensed: AL, KY, MD, NC, OK, SC, TN, TX	B.S. Biology – Oakland Univ. MBA Env. Sustainability – SNHU PMP Certified	BS Environmental Science - SNHU AS Petroleum Technology– Univ. of Pittsburgh

Resumes for key personnel are included in Appendix 1. For proposal brevity, training and safety certifications are on file and available upon request.

Below listed are five similar ongoing projects in the Tennessee area. All of these projects are very similar to the project being proposed with permanent and temporary wastewater flow monitors, rain gauges and PRISM software. The projects are on schedule, on budget and can be verified with the references listed. As can be seen from the longevity of these projects the clients are happy with ADS' responsiveness, performance and charges. All the below listed projects were competitively procured and awarded in a similar fashion as this one.

There are no known conflicts of any kind between ADS, its personnel and the City.

Reference Projects with Similar Scope

A Sampling of Recent Nearby Projects Being Performed from South Region Offices. All projects listed below are on budget, on schedule and over 95% data uptime.

Municipality	Point of Contact	Time Frame	Scope
Nashville Metro Water Services Engineering Department 1600 Second Avenue North Nashville, TN 37208	Mr. Fadi Khayatt, Project Manager (615) 862-4909 Fadi.Khayatt@nashville.gov	1990 to Present Ongoing	Permanent Flow Monitoring ▪ 85 Flow Monitors /19 Rain Gauges ▪ 25 Roving Temporary Flow Monitors ▪ >700 Temporary Flow Monitors over the course of the project ▪ Field Service & Data Analysis ▪ I/I and Capacity Analysis ▪ PRISM Internet hosted Data ▪ Billing Metering
City of Franklin,TN Water Management 109 3rd Avenue South Franklin, TN 37064 615.791.3217	Mr. Brian Goodwin. P.E Assistant Director of Water Management brian.goodwin@franklintn.gov	2000 To Present	Permanent Flow Monitoring ▪ 17 Flow Monitors / 6 Rain Gauges ▪ 6-7 Temporary Flow Monitors per year ▪ Field Service & Data Analysis ▪ PRISM Internet hosted Data

Municipality	Point of Contact	Time Frame	Scope
Murfreesboro, City of 220 NW Broad Street Murfreesboro, TN 37133 (Murfreesboro Water Resources Department - MWRD)	Ms. Valerie Smith, P.E Director of Engineering & Compliance. (615) 848-3200 vsmith@murfreesborotn.gov	1993 to Present Ongoing	Permanent Flow Monitoring ▪ 18 Flow Monitors / 6 Rain Gauges ▪ 10-20 Temporary Flow Monitors per year ▪ Field Service & Data Analysis ▪ I/I and Capacity Analysis ▪ Additional temporary flow monitoring studies and SSES tasks each year to identify point sources for rehabilitation ▪ PRISM Internet hosted Data
Chattanooga, City of 455 Moccasin Bend Rd. Chattanooga, TN 37405	Mr. Matthew Snyder Engineering Manager (423) 757-3026 msnyder@chattanooga.gov	2008 to Present Ongoing	Permanent Flow Monitoring ▪ 60 Flow Monitors / 12 Rain Gauges ▪ 106 Temporary Flow Monitors ▪ Field Service & Data Analysis ▪ PRISM Internet hosted Data ▪ Billing Metering
Knoxville Utilities Board P.O. Box 59017 Knoxville, TN 37950-9017	Mr. Tom Hauck P.E. (865) 558-2106 Thomas.Hauck@kub.org	2012 To Present Ongoing	Permanent Flow Monitoring ▪ 30 Flow Monitors / 8 Rain Gauges ▪ 30 Level Alarm Sites ▪ Field Service & Data Analysis ▪ 46 Temporary Flow Monitors ▪ I/I and Capacity Analysis ▪ PRISM Internet hosted Data
Brentwood, City of, Water Services 1750 Gen. Geo. Patton Drive Brentwood, TN 37024	Mr. Drew Muirhead, P.E. Assistant Director of Water Services (615) 371-0080 muirheadd@brentwood-tn.org	2007 to Present Ongoing	Permanent Flow Monitoring ▪ 6 Flow Monitors / 1 Rain Gauge ▪ Field Service & Data Analysis ▪ Temporary Flow Monitoring – various projects with as many as 15 Flow Monitors and 4 Rain Gauges, Data Analysis, I/I and Capacity Analysis. ▪ PRISM Internet hosted Data

Additional references available upon request for other similar long-term projects
As the City of Franklin is a current customer of ADS for similar services, the City of Franklin is listed here as an additional reference per the RFP instructions. Point of Contact: City of Franklin Engineering Department. ADS has provided long-term flow monitoring services to the City of Franklin since 2020, including 17 permanent flow monitors and 5 rain gauges with PRISM-hosted data access.

B. Unique Strengths of ADS

ADS has been in the sewer flow and rain monitoring business since the company was created over 50 years ago and *this is all we do.* We are highly specialized at it and can provide answers and advise that elude other flow service providers with less experience and knowledge.

With 300+ employees and 25 U.S. based offices, ADS has resources to draw upon to ensure that your project is not dependent on 2 or 3 people with good resumes. With over 75 field crews working in the U.S. we have an

extensive bull pen of trained and experienced professionals that follow written ISO 9001 procedures to ensure quality data and the highest possible data availability and uptime. This eliminates your risk of a small company with one or two principals that know what they are doing leaving or no longer available to work on your project.

All ADS field personnel are trained and regularly certified in all aspects of job safety. From defensive driving to OSHA confined space entry to DOT traffic control, PPE, first aid and blood borne pathogens. All ADS flow and depth measuring equipment is certified Intrinsic Safe for work in the specifically rated hazardous environments of sanitary sewers due to the presence of potentially explosive gasses as per the NFPA code 820 requirement.

ADS manufactures its own equipment in order to get the most accurate and reliable data upon which to base answers for its clients. ADS builds the only gravity sewer flow measuring equipment and technology that has received the EPA's Environmental Testing and Verification certification for meeting or exceeding its published accuracy specification.

ADS equipment is installed, maintained and repaired by factory crews (not Reps) using only OEM parts for best performance and uptime. Ongoing firmware and software enhancements are rolled out as they are released by our Internal Development Teams at no extra charge to clients to ensure that they always have the latest and greatest technology at work for them

As a value-added service ADS is offering our SLiiCER software to any named Franklin users. ADS SLiiCER is a unique and very powerful specialized engineering software tool. SLiiCER allows the user to generate customized Engineering I&I reports in a fraction of the time as compared to spreadsheets and other software tools. SLiiCER provides answers to custom client questions about I&I and operational capacity and provides complete, accurate flow and rain data for model creation and calibration. SLiiCER analytics application can perform I&I calculations at the click of a mouse. SLiiCER information can be shared via standard browsers with approved user I.D.s and secure passwords to all stakeholders authorized by the City, whether they be employees or consultants, on site or off site.

Flow and rain data automatically collected and stored in PRISM can also be fed to client SCADA or GIS based systems and models via the use of APIs that run automatically at predetermined schedules for updates or transferred to FTP sites for local storage. Data is stored on professionally managed cloud based severs protected by the same security systems that protect fiduciary and other sensitive information.

ADS has a local office located in nearby Murfreesboro with a Project Manager, Field Manager and field crews that handle other central Tennessee clients like Nashville, Brentwood, Gallatin, Dickson County and Murfreesboro. Most of these customers are also in the Harpeth River watersheds so we are aware of the unique demands and conditions. Our crews can respond to site issues in hours versus days by other service providers. Our Project Manager, Data Analysts and Civil Engineers understand the climate, geology and growth occurring in the area and will provide better and more complete answer to the City's questions and challenges.

As can be demonstrated by the various nearby references listed above dating back to 1990 (over 35 years), ADS continues to provide the best value to its customer via evaluated procurements and would like to do the same for the City of Franklin.

C. Understanding of the Project Objectives & City's Needs

The situation that the City of Franklin faces is similar to other communities we support in the central Tennessee / Harpeth and Cumberland watershed areas with rapid growth driven flows aggravated by Inflow and Infiltration (I&I) and capacity issues that can potentially cause overflows. The geology and topography of the area presents some unique challenges for effective rehabilitation techniques that can be effective in this environment and conform to tightening operating and capital budgets.

With ongoing growth and development in the Franklin area, it is imperative that the collection system capacity is well understood and that I/I sources are identified and prioritized for rehabilitation to prevent overflows and maintain regulatory compliance.

The City continues to proactively manage its collection system ahead of regulatory requirements, which is commendable. TDEC continues to tighten acceptable discharge levels and NPDES permit requirements, making proactive monitoring essential.

We understand that the City has a hydraulic model and that the need for flow and rain data is to meet the four objectives outlined in the RFP: (A) develop inflow and infiltration (I/I) estimates; (B) develop dry weather flow estimates; (C) quantify flow from different basins; and (D) quantify rainfall data within the basin. This data will also be used to update and enhance the model as well as to find, prioritize and cost effectively mitigate I&I.

The concept of having a network of permanent flow monitors and rain gauges in sewer basins in order to focus temporary flow studies to mitigate I&I is a best practice and was pioneered by ADS. Many of our central Tennessee clients like Murfreesboro, Brentwood and Metro Water Services and Spring Hill TN follow that approach using our equipment, services and reports. Our PRISM data platform's SLiiCER application is ideal for this purpose allowing users to automatically compare dry days to storms based on design storm criteria and come up with I&I volume per linear foot or mile of pipe at the click of a mouse.

The blockage PREDICT machine learning PRISM application is specifically useful to predict blockages to avoid SSOs and to optimize frequent hot spot cleaning. Both of these tools combined with complete and accurate flow and rain data will greatly aid City personnel in their efforts to operate and maintain the collection system and pump stations.

ADS predicts that, by accepting this proposal, the City will achieve reliable, defensible, and continuous sanitary sewer flow and rainfall datasets that directly support the City's four stated objectives. Specifically, the City can expect: (1) validated 15-minute interval flow and rainfall data with documented QA/QC and ≥95% uptime across all 22 permanent meters, 7 temporary meters, and 7 rain gauges; (2) actionable I/I estimates and dry weather flow baselines to inform rehabilitation prioritization and capital planning; (3) basin-level flow quantification to

support hydraulic model calibration and capacity assessment; and (4) comprehensive rainfall data to correlate wet weather response across the monitored sewersheds. ADS will maximize the likelihood of these outcomes through our ISO-aligned quality management system, twice-weekly data review by trained analysts, PRISM-based machine learning anomaly detection, factory-trained field crews deployed from Murfreesboro (45 minutes from Franklin), and dedicated project management by Sarah Hembree, PMP, who has managed the City's existing monitoring program since 2020. These measures, combined with ADS's 50+ years of specialized experience and $5 billion parent company financial backing, ensure the City's investment in flow monitoring yields the highest possible return in data quality, system insight, and regulatory compliance.

D. Methodology and Approach

ADS understands and will fully comply with the scope of products and services as defined in the RFP as issued. We meet or exceed every specification listed.

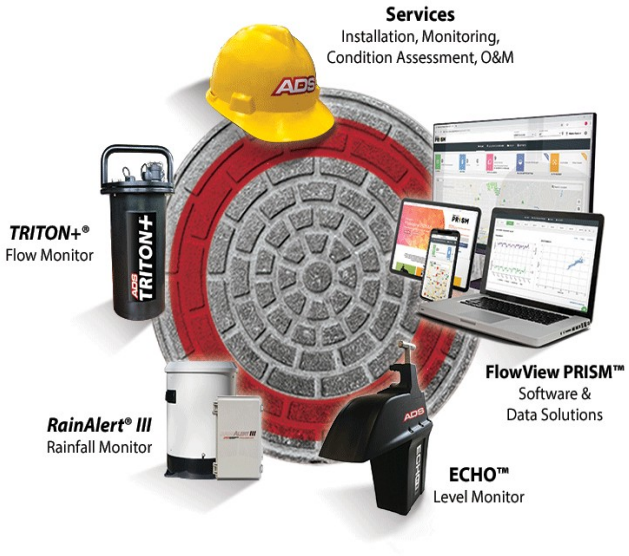
As a company founded on and completely dedicated to collection system flow and rain monitoring for over five decades, ADS fully understands the project objectives and will meet or exceed the City's expectations as we have done for hundreds of clients like those listed above. There is no better choice for this project than ADS since specialized projects such as these are our only focus and core business. Unlike our competitors, ADS designs and manufactures its own flow and rain monitoring equipment.

Our Engineers develop and constantly update specialized software to obtain and present this data using Internet based systems to deliver the information to its clients in an intuitive and user-friendly manner. ADS markets directly to end users and not through distributors or third-party service providers for complete accountability and no finger pointing between suppliers when things don't go as desired. In this manner we ensure that all project goals are met working as a valued team member with City staff and its consultants.

By selecting ADS, the City will have access to our comprehensive resources from factory trained and certified field crews to install, troubleshoot and maintain the equipment for maximum data quality to an Engineering department available to resolve any out of the ordinary issues with the equipment should they present themselves. ADS also provides specialized, experienced and licensed Professional Engineers to help its analysts and customers understand the data and what it is telling us.

Fully Integrated Project Approach

ADS is the only company that provides a full end-to-end solution. All other flow service providers buy equipment and use software platforms from a 3rd party, and many are very small firms that hire out for many functions such as field service or data analysis, but ADS designs and manufactures our own equipment and software, we use our own Field Technicians, Data Analysts, Project Engineers and Project Managers.



Our turn-key approach and *ISO 9001* processes ensure that our clients have a single point of contact and receive a well-integrated system where all of the technology and team personnel deliver a high-quality data set through excellent project execution.

ADS will start the project within hours of being given notice to proceed. Crews and equipment will be mobilized to have the 22 permanent flow monitors, 7 temporary flow monitors and 7 rain gauges installed, calibrated and operating in approximately ten business days or less. Below is a brief synopsis of how the project will be executed. This is our standard approach, but it can be adapted to accommodate City requirements should they differ once those are better understood during the project kick-off meeting.

Methodology

Installation Technique

The following is a description of how ADS installs flow and level monitors and sensors. ADS maintains an internal training certification program for the field managers, field technicians, and data analysts who work on any ADS project, with 18 training modules for field managers and 8 modules for field technicians. Data Analysts must complete classroom training plus a 6-month internship. Employees are not allowed to work independently until they have passed certification exams in each module and have demonstrated proficiency to a qualified trainer. Our ISO9001 procedures, our built-in redundancies, and our fail-safe mechanisms are second to none and allow us to avoid mistakes and to produce reliable and accurate information for our customers.


sira
CERTIFICATION
QUALITY MANAGEMENT SYSTEM CERTIFICATE
This is to Certify that the Quality Management System of
ADS LLC
1300 Meridian Street
Suite 3000, Huntsville
AL 35801, USA
has been assessed by Sira Certification Service and found to comply with
ISO 9001:2008
for the
Design, development and manufacturing of equipment (including intrinsically safe products) for measuring and collecting fluid data in pipe and channel systems. Certification encompasses customer support including: installation, data analysis and repair services.
Certificate No: 94/096
Date of Initial Certification: 30 Jun 1994
Date of Issue/Renewal: 14 August 2015
Renewal Due: 13 August 2018
On behalf of SIRA
Sira Certification Service

Confined Space Entry

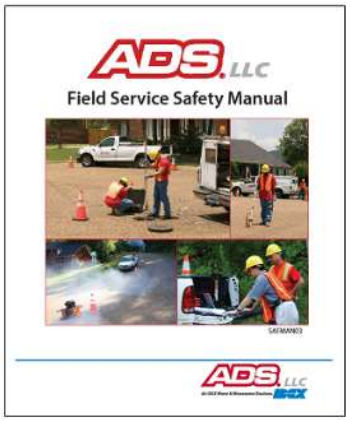
At ADS, nothing is more important than the safety of our field crews. We understand from past flow monitoring projects, that safety is paramount to Clients as well. ADS has extensive experience meeting and exceeding federal, OHSA, state and local standards and regulations, and we will continue to follow them using our ISO 9001 processes.



ADS intends to use the internal intrinsically safe modem in our Triton+ flow monitor to reduce the need to visit the locations, minimizing exposure to traffic and confined space entry hazards. The only field trips and traffic control required will be to perform installation, field verifications and urgent or preventative equipment maintenance.

Confined Space Certification

ADS has an integrated, comprehensive safety process that is headed by a full-time Safety Manager with over 20 years of ADS experience. Confined space entry requires a minimum of a two-person crew and atmosphere testing prior to entry. Additional crew members will be utilized as needed depending on traffic control or manhole complexity.


ADS LLC
Field Service Safety Manual

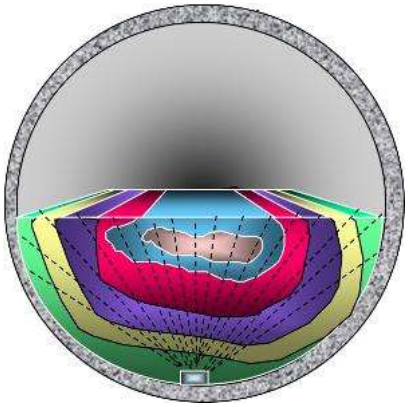
All ADS field personnel are always required to maintain current CSE certifications, and all the field crews that will work on this project will have current CSE certification.

Sensor Philosophy

Sensors can help provide a high-quality data set following the **three primary guiding principles**:

1) Have multiple sensor choices to accommodate a variety of different hydraulic conditions present at a location.
2) Better results are most often obtained with the sensor in the flow (as opposed to measuring the surface).
3) Depth usually causes more accuracy errors than velocity (so we utilize redundant depth sensors).

Flow Sensors Placed in Pipe



Even the most high-tech and reliable open channel flow monitors will not provide accurate data if they are not installed and operated properly. We have seen an industry trend where some technology manufacturers are claiming their equipment can operate in any hydraulic condition and be easily installed and maintained in a manhole without contacting flow or service. We can certainly appreciate the desire to limit expensive confined space entry labor and equipment maintenance as on average ADS technicians enters 800 manholes a day, but we know that short-cuts can dramatically degrade data accuracy which easily eclipses the flow monitoring cost savings in terms of unneeded CIP or rehab efforts driven by incorrect data in the hydraulic model and RDI/I analysis. This is why we check data at least twice per week by D.A.s and daily with PRISM's auto review feature.

Monitor Installation

Prior to monitor installation, all equipment is tested and is "green tagged" if it passes all functionality tests. Our offices have factory certified technicians available to expedite equipment testing, service and repairs with new ADS manufactured parts.

Site Investigation & Installation

ADS field crews use a 6-step process to assess a flow monitoring site, including addressing safety concerns. If deemed safe they assess hydraulic conditions in terms of expected data quality, and if all safety and data quality conditions are acceptable, they complete the site inspection and fill out a site report for future crews to reference when visiting location. The site report will include all of the information called out in the SOW and will be uploaded to the site location in the PRISM data platform for future reference by ADS and City staff.

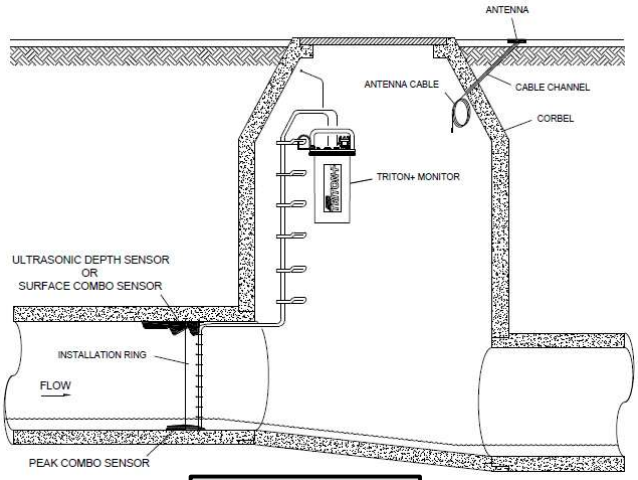
Whether for a new installation, demobilization, annual verification, repair & maintenance service call, remove & replace (such as for cleaning or rehab by City crews), equipment swap, or at the request by an ADS employee (Data Analyst, Project Manager, Field Manager) or by a City employee, ADS field crews will perform a field verification, also called a "confirmation."

To be able to perform field confirmations, ADS field staff are 1) Provided on the job training materials 2) Certified in flow monitoring training modules 3) Given written procedures that fall under our ISO 9001 documentation system and 4) Given Pocket Guides for reference while out in the field. There are fifteen different Pocket Guide topics covering all aspects of field activities, including one for “Confirmation Procedure”.

Once the sensors are installed in the pipe, the field crew takes depth measurements to help calibrate the monitor, and they also use a hand-held velocity measurement device to obtain average velocity, and if necessary, the default Peak to Average Velocity factor is changed either by the ADS Field Crew at the monitor, or during data editing by the ADS Data Analyst.

After the velocity measurement is confirmed, the monitor is checked top side by the field crew through a connection to a laptop and the ADS QStart™ activation/configuration/installation software, to ensure the monitor and sensors are functioning properly. If the monitor passes this final check, the data is added to the installation report, which is uploaded to the PRISM site location for that site. The installation report includes photos of the site, and notes about site specific conditions.

Data Collection



Sensor in Pipe

To the left is an illustration of a typical ADS Triton+ flow monitor installation. The model CS4 sensors is installed in the invert of the pipe, the Triton+ flow monitor is mounted near the manhole opening, and the mini-wing antenna is embedded in the road. (The high-gain antenna can be mounted inside the manhole at ~50% of all sites).

The flow monitors and rain gauges will be set up to record data in 15-minute data intervals. Internal modems in the monitors and gauges will upload data to the PRISM data platform on an hourly basis. The flow monitors ADS will deploy all have the ability to increase the sample rate upon reaching alarm condition, such as a level threshold reached through a dry or wet weather event.

The raw data uploaded to PRISM will be available to authorized City and consultant staff for many uses such as:

- View Hydrographs, Scattergraphs and Reports.
- View Alarm, Battery and Notification status.
- View any files uploaded to the Site Location folder such as site reports, photos, notes, etc.
- Export reports and graphs.
- Export data as Excel or CSV files to be used in GARR analysis, model calibration, capacity planning, etc.

Various alarm levels can be set on the monitors and gauges to notify subscribers that a threshold has been crossed. These alarms are communicated by PRISM or directly from the devices themselves via text or emails to subscribers.

Wireless Connectivity

ADS utilizes high-gain antennas and modems capable of connecting to AT&T and Verizon LTE-M networks, giving flexibility to help obtain the strongest possible signal strength at the location. Sites that still cannot connect via wireless telemetry, even with the high-gain antenna, will be put on a schedule to collect data manually.

Utilizing the new LTE-M technology has, allowed ADS to dramatically increase the percentage of sites successfully connecting. The Triton+ flow monitors have internal storage that can store more than one month of data, far surpassing the time interval between collects.



ADS High-Gain IoT Antenna

Remote Diagnosis

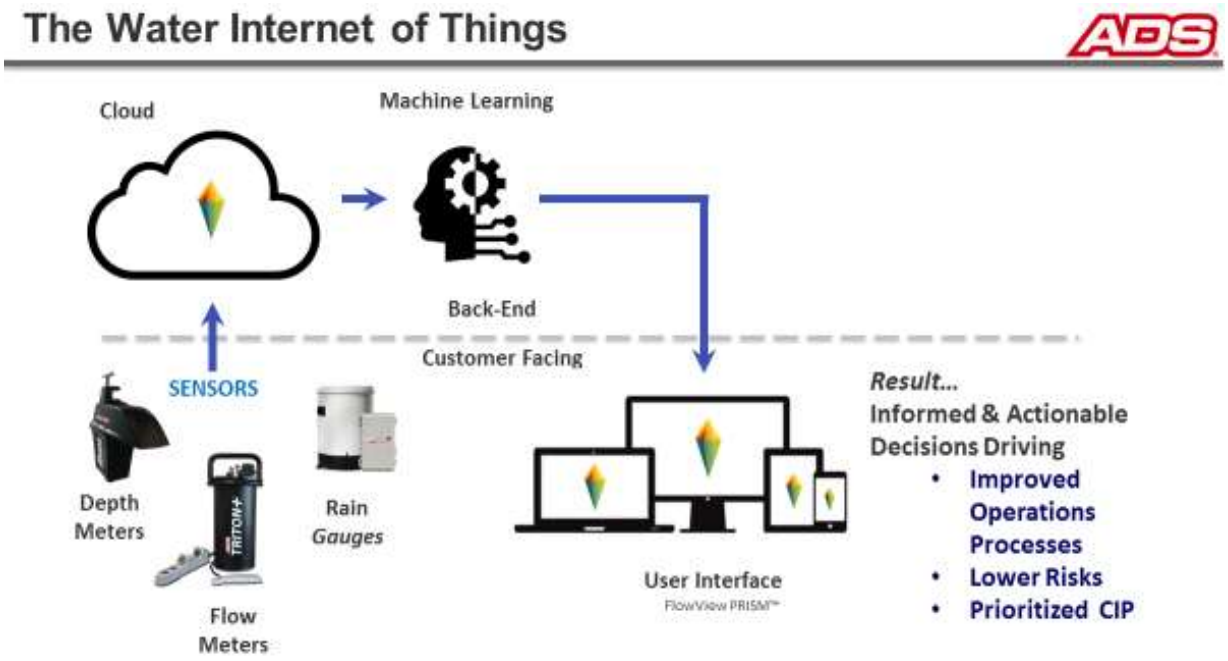
ADS Data Analysts will review data at least twice per week to see if there are any issues with data quality, and the "Static" SIM's used in the monitors will allow two way communications so that analysts (and at times ADS Project Managers, Field Managers and Project Engineers), can call up the device as needed to upload data and/or perform remote diagnosis. PRISM automatically QC's the data and alerts analysts of any unusual pattern shifts or sensor signal and battery strength anomalies.

Data QA/QC

Data Review: Data review is conducted on-site by field crews during service visits and remotely by PRISM and the Data Analysts. Data is reviewed to ensure that the flow monitors are operating properly and to correct problems that cause erroneous data, replacing equipment as required. Data uptime is maximized through frequent data review by trained data analysts, swift response to work orders in the field, and QA/QC project oversight by the Regional Engineer.

ADS Data Analysts review collected data at least twice per week as part of our ISO 9001 process for QA/QC. PRISM uses Machine Learning and Artificial Intelligence to help guide the Data Analysts to potential data issues on a daily basis. This daily identification of potential data quality issues will allow for problem sites to be identified faster than in the past, thereby leading to higher uptime and less potential loss of data.

Below is the process by which a flow monitor or rain gauge sends information via wireless telemetry to the cloud-based PRISM platform, where a combination of Machine Learning, and Artificial Intelligence processes the information, and then presents the results in the PRISM User Interface. The User, whether ADS or City staff can then use the results to take action, whether immediate or near-term on an operational level, or long-term to prioritize CIP (Capital Improvement Project) decisions.



Data Review: While ADS maintains that very high rates of raw data quality are possible through frequent site reviews and prompt field service, because the equipment is located in a harsh sewer environment, there will always be the potential for anomalous readings to be recorded. The process of data finalization examines and prompts decisions regarding those readings. Data finalization is implemented through the ADS Data Analysis Work Instruction QI 684004 data finalization 41-step flowchart, which involves an iteration of the tasks described below.

Data Reconstitution: Reconstitution of data using hydrograph and Scattergraph-based processes is an industry accepted method and is performed by the Data Analyst, Data Manager and/or Project Engineer. The process requires that the hydraulics at the monitoring site be regular and repeatable. A curve is fit to the Scattergraph of valid data that best represents the historical depth-velocity relationship for the monitoring site during the specific flow regimes at that time, and is supported by field confirmations.

Data Finalization: The data finalization that occurs for the delivery of the final flow volume requires a specific set of steps to be completed. Data will be finalized and reported every month after completing the steps below:

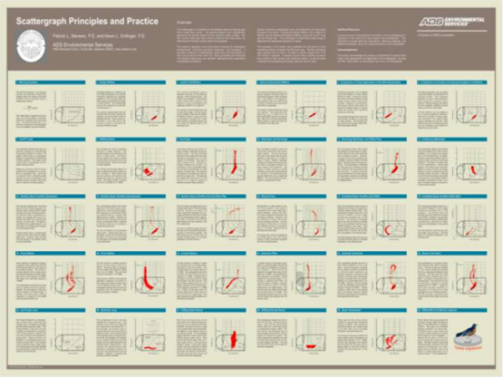
- Determine final depth entity (review ultrasonic versus pressure, assess confirmations for bias, save setting to final data set.
- Determine silt level (assess from confirmations, save setting to final data set).
- Determine final velocity average to peak ratio (obtain from confirmations, save setting to final data set.
- Edit depth and velocity data (remove erroneous data points) or reconstitute depth and velocity data (estimate invalid data).
- Verify quantity (flow) equation (save to final data set).

- Complete system flow (mass) balance.
- Report data set as Final

Hydrographs and Scattergraphs

ADS pioneered and developed the "Scattergraph Principals and Practice" poster shown on the right that is on the walls of the majority of engineers that are involved in flow monitoring.

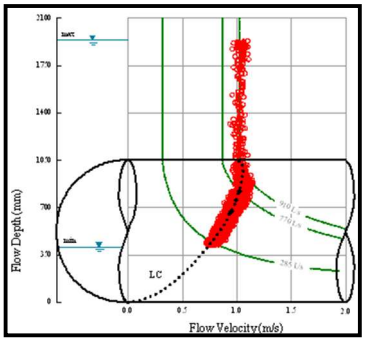
The Scattergraph is a powerful tool that displays depth and velocity data from a sewer flow monitor. The resulting patterns form characteristic signatures that provide insight into the conditions within a sewer. The flow monitoring data also leave distinct patterns that even allow the performance of the flow monitor itself to be evaluated.



Examples of conditions Scattergraph analysis can detect are,

- Downstream restrictions
- Sags in sewer lines
- Hydraulic jumps
- Shifting debris
- Overflows
- Pressure drift (not applicable to ADS monitors)

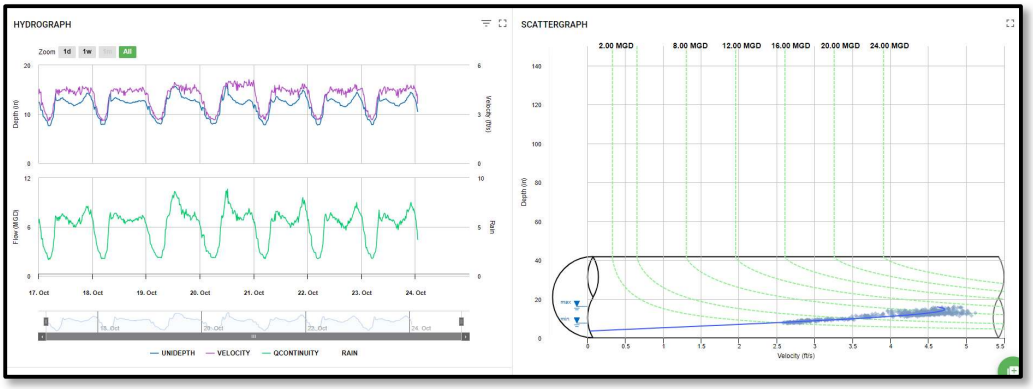
The addition of iso-Q™ lines brings a new dimension – flow rate – to the Scattergraph and illustrates the impact that existing hydraulic conditions have on the *operational capacity* of a sewer. Simply put, an iso-Q is a line of constant quantity and is analogous to a contour line on a topographic map.

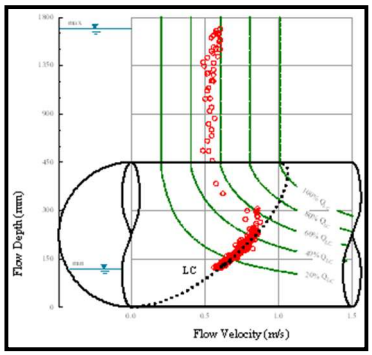


Surcharge conditions are common in sewer systems, especially during wet weather events. The flow monitoring data shown in the figure to the right indicates that this sewer operates as expected up to its rated capacity of 910 L/s. This value is shown using an iso-Q line.

Although surcharge conditions are common, it is uncommon to find a surcharged sewer that actually accommodates its rated capacity, as shown in the example to the right. The minimum and maximum dry weather flow rates are also shown using iso-Q lines. The maximum dry weather flow rate occurs at a depth-to-diameter (d/D) ratio of 0.77, a depth in excess of generally accepted design guidelines.

In PRISM, both Hydrographs and Scattergraphs are shown on the same site-location page, as shown in the example below.





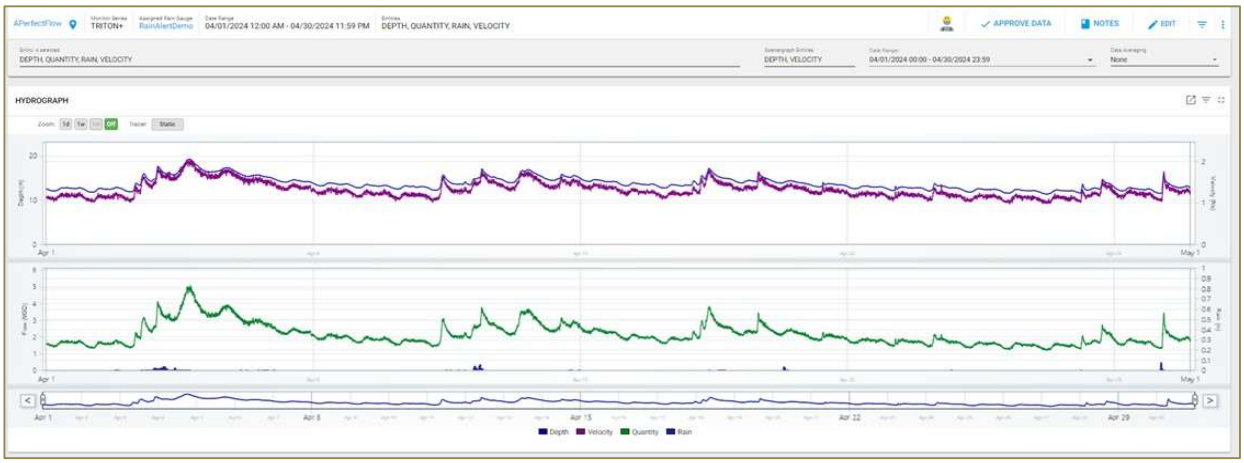
Proposed Equipment

ADS proposes the use of the latest generation Triton+ Wireless AV flow monitor and the Rain Alert III rain gauge for *permanent* and temporary monitoring. Equipment and software data sheets can be found in Appendix 2 for more detail and specifications.

Flow Monitor



The ***ADS® TRITON+®*** is a "Fit-for-Purpose" open channel flow monitor for use in sanitary, combined, and storm sewers. It is designed to be the most readily adaptable flow monitoring device available for wastewater collection systems. The ***TRITON+®*** flow monitor design is the culmination of our 50+ years of flow monitoring engineering experience and development and offers the capability of a single flow monitor to drive every major sewer flow measurement technology available. The ***TRITON+®*** monitor provides exceptional accuracy and reliability in measuring open-channel flow depth and velocity to determine flow rate in pipes. This flow data is the essential element required to successfully perform investigative, analytical, and reporting activities. It is compatible with a suite of sensors designed to cover a wide range of applications and a hydraulic conditions. The ADS sensor suite comes with area-velocity (AV) sensors and depth sensors using submerged or non-contact mounting options. The ***TRITON+®*** is configurable with one or two sensors measuring one or two monitoring points allowing for additional redundancy or multi-pipe installation options.



Battery Life

The ***TRITON+®*** Flow Monitor is powered by an internal 12-volt battery. This eliminates the limitations present when requiring an external power source. The ***TRITON+®*** has industry-leading battery life. It offers a longer battery life and fewer parts for a more reliable system, providing a lower purchase price and lower ownership cost over the life of the monitor.

ADS Library

Please use the QR Code & select Triton+ Flow Monitor for additional specifications

Wireless Telemetry

Wireless communication occurs over the Verizon® LTE-M network, or the AT&T LTE-M network using TCP/IP (Transmission Control Protocol/Internet Protocol). The TCP/IP networks facilitate high-speed, low-cost, efficient digital communication in coverage areas using static and dynamic IP address services allowing users to collect data on the go without requiring a site visit.

Internal Data Storage

Each ***TRITON+®*** unit is equipped with internal storage. While there is some variability to the amount of data that can be stored depending on sensor configuration and data interval, the standard sensor configuration can store up to six (6) weeks of data at a time. This provides peace of mind that if communications go down data will continue to be collected and will push to the ***PRISM™*** website once communications have been restored.

The ***TRITON+®*** when used in conjunction with wireless telemetry and ***PRISM™*** lets you access data with ease. Data will be uploaded automatically in hydrograph, scattergraph, and tabular format for quick review or as needed data export.

Sensor Table

	Sensors	Sensor Technologies	Min/Max Depth/Range	Velocity Operating Range	Recommended Flow Conditions
Area-Velocity Wetted	**AV|GATED™**  P/N: 8K-**CS7**-10-35	**Dual depth:** up-looking ultrasonic and pressure **Velocity:** gated velocity, averaged velocity through wide range of flow	**Ultrasonic:** 5 to 72 in. (0.125 to 1.8 m) **Pressure:** 0 to 277 in. (0 to 7 m)	±15 ft/s (±4.60 m/s) in Bidirectional mode or ±20 fps (6.10 m/s) in Forward and Backwards mode; minimum depth for velocity is 5 in. (0.125 m)	Recommended for deeper flow measurements. A minimum flow depth of 5 in. (0.125 m) is recommended, although it may operate in shallower flows. Gated Velocity provides a better velocity distribution across the wetted area and can reduce field confirmations.
	AV|Max™  P/N: 8K-**CS9**-10-35	**Dual depth:** up-looking ultrasonic and pressure **Velocity:** continuous wave Doppler, peak velocity measurement correlated to average	**Ultrasonic:** 1 to 60 in. (0.025 to 1.5 m) **Pressure:** 0 to 277 in. (0 to 7 m)	±30 ft/s (±9.14 m/s) Deadband 1.00 in. (0.025 m) from the bottom of the pipe	General use sensor and recommended for most applications. Based on the Peak Combo Sensor, ***AV|Max*** provides improved durability in a more ruggedized housing for harsh sewer environments.
	Peak Combo™  P/N: 8K-**CS4**-05-35	**Dual depth:** up-looking ultrasonic and pressure **Velocity:** continuous wave Doppler, peak velocity measurement correlated to average	**Ultrasonic:** 1 to 60 in. (0.025 to 1.5 m) **Pressure 0-5:** 0 to 138 in. (0 to 3.5 m) **Pressure 0-15:** 0 to 415in. (0 to 10.5 m) **Pressure 0-30:** 0 to 830 in. (0 to 21.0 m)	±30 ft/s (±9.14 m/s) Deadband 1.00 in. (0.025 m) from the bottom of the pipe	General use sensor recommended for most applications including surcharge depths greater than 277 in. (7 m). Largest pressure operating range across all ADS sensors.
Area-Velocity Non-Contact	**Surface Combo™**  P/N: 8K-**CS5**-V2-05-30	**Dual depth:** down-looking ultrasonic and surcharge pressure **Velocity:** surface Doppler, correlated to average **Surcharge Velocity:** continuous wave Doppler	**Ultrasonic:** 0 to 120 in. (0 to 3 m) **Pressure 0-5:** 0 to 138 in. (0 to 3.5 m)	**Surface velocity air range:** 3 to 42 in. (0.075 to 1.1 m) **Surface velocity range:** 1.0 to 15.0 ft/s (0.3 to 4.6 m/s)	For use in shallow and fast flow conditions. Not recommended when velocity is less than 1.0 ft/s (0.3 m/s).
	ParaFlow™  P/N: 8K-**CS8**-V2-10-30-IS	**Dual depth:** down-looking ultrasonic and surcharge pressure **Velocity:** surface Doppler, correlated to average **Surcharge Velocity:** continuous wave Doppler	**Ultrasonic:** 0 to 144 in. (0 to 3.6 m) **Surcharge Pressure:** 0 to 277 in. (0 to 7 m)	**Surface velocity air range:** 0 to 42 in. (0 to 1.1 m) **Surface velocity range:** 1.0 to 15.0 ft/s (0.3 to 4.6 m/s)	Recommended for use in shallow and fast flow conditions. Not recommended when velocity is less than 1.0 ft/s (0.3 m/s). Improved sensing technology using parabolic focusing in a more ruggedized housing compared to the Surface Combo sensor. Easy maintenance using the Topside Retrieval System (TRS).
Depth - Non-Contact	**ParaDepth™**  P/N: 8K-**CS8**-D1-00-30-IS	**Depth:** down-looking ultrasonic, parabolic focusing	**Ultrasonic:** 0 to 144 in. (0 to 3.6 m)	Not applicable	Non-contact depth sensor recommended in sewer manholes and sewer pipes and in conjunction with AV|Gated, AV|Max, or Peak Combo wetted sensor. Can be used with flumes or weirs. TRS option available.
	Long Range Depth™  P/N: 8K-**CS6**-C1-10	**Depth:** down-looking ultrasonic, parabolic focusing **Submersion:** detects submersion when fully covered with liquid	**Ultrasonic:** 0 to 240 in. (0 to 6.0 m)	Not applicable	Recommended for long-range depth monitoring applications in sewer manholes, storm vaults, streams, ponds, and lagoons.
Specialty	**INCLINOMETER™**  P/N: 8000-0528	Displacement angle from zero set point	Not applicable	Not applicable	Used to monitor status of tide gates, flow rates over bending weirs, and intrusion alarming.

Rain Gauge



The ***ADS® RainAlert® III*** is a battery powered, wireless rain gauge that keeps operators and engineers informed on wet weather performance during a project period. The unit is designed for deployment as a stand-alone unit or part of a comprehensive monitoring network with the enclosure being suitable for ground-level, pole-mount or rooftop installation.

The ***ADS® RainAlert® III*** connects to an ADS or customer supplied tipping bucket. Rainfall totals are time-stamped and stored at one-minute intervals or greater based on customer-supplied specifications. It is easily configured and managed and ADS ***PRISM™*** software and allows instant access for retrieval of logged rain and alarm data.

The ***RainAlert® III*** is used to collect and alarm on precipitation data for use in many applications, including precipitation analysis, infiltration/inflow programs, rainfall insight for CSO and SSO monitoring, sewer capacity studies, rehabilitation effectiveness, sewer master plan studies, and early warning and notification based on rain intensity.

ADS Library

Please use the QR Code & select Rain Alert III fo additional specification

Depending on the application, ADS will recommend the use of either a standard or siphoning tipping bucket. All of our Tipping Buckets utilize a Finger Filter that reduces plugging by over 80% versus traditional Tipping Buckets. All tipping buckets are equipped with insect screens and an optional bird guard can be added as needed. This limits impacts from common culprits that may foul a monitor and increases gauge reliability and performance.

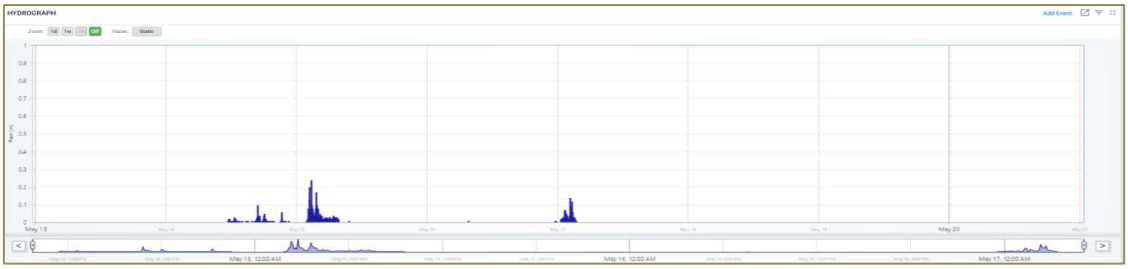


The ***Rain Alert III*** when used in conjunction with wireless telemetry and ***PRISM™*** lets you access data with ease. Data will be uploaded automatically in and displayed alone or overlayed with existing monitor hydrographs.

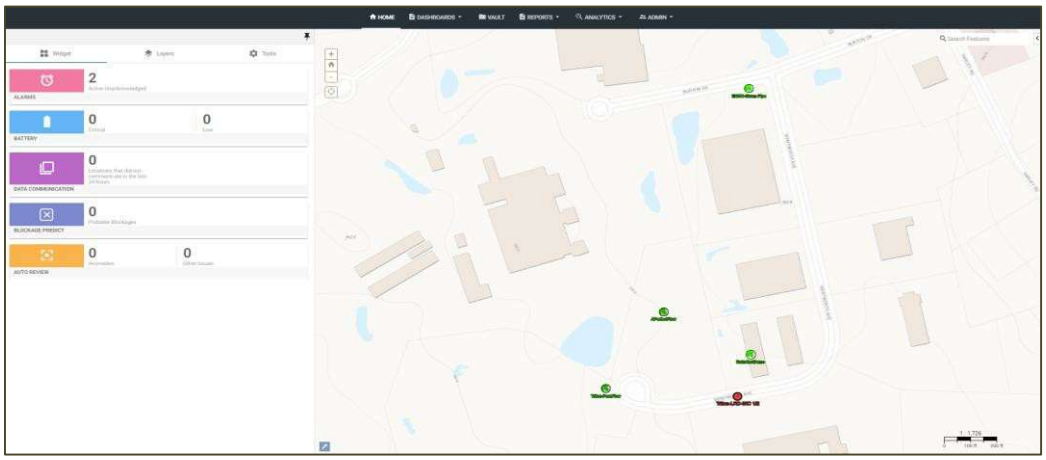
Proposed Software

ADS Web Hosting Software

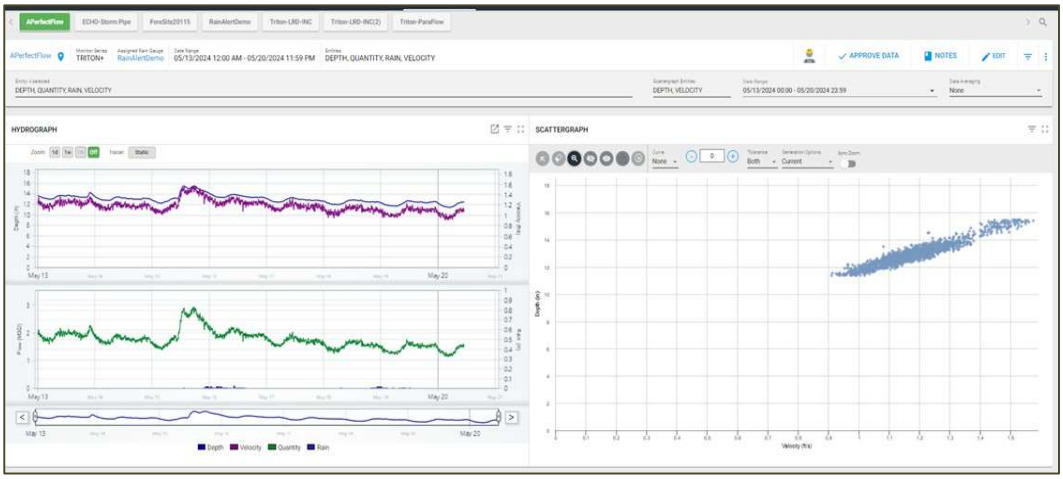
PRISM™ is ADS's revolutionary new advanced web application that puts critical data at your fingertips to support management, engineering, and operational decisions within your wastewater collection system. ***PRISM™*** connects clients to their ADS monitoring network, delivering consistent operational intelligence on the status of your wastewater collection system. It is the most efficient way to visualize the condition of your collection system.



PRISM™ is a cloud-based Collection System Management platform. The home page provides immediate system insight including a map view reflecting flow, level, and rainfall monitors with location and condition details, leaderboard tiles with system status, and quick access to the data vault as well as specialized reports. The intuitive interface allows you to quickly manage alarms, check collection and device status, generate reports, and link third party data through our self-service API to automate and enhance your specific workflow.



Client staff will have the ability to access the data directly and additional consultants or partners can be provided access with Client approval at no additional cost.



Data Quality and Access

ADS utilizes remote cellular telemetry in order to collect monitored data. Data will be collected at a default of 15-minute intervals, unless directed otherwise by the City. The flow monitoring devices shall trigger alarms when 85% full pipe is reached, at which point dynamic logging shall switch from 15-minute to 5-minute data readings. This collection occurs on a set interval determined at the time of installation which is set to twenty four (24) hours by default.

Data will be provided via ADS' cloud-based ***PRISM™*** system. With a secure user I.D. and password, the user will have interactive access to the flow monitoring data during the project. With this delivery vehicle, the entire flow monitoring database is hosted on a secure page dedicated solely for the Client and it allows the user the flexibility to review data and graphs and prepare reports and export data utilizing their entire database and not just a stagnant prepackaged report of the data.

Data that is uploaded to PRISM is preliminary data. The database will include date, time, flow depth, velocity, and quantity at the predetermined interval. **PRISM™** interactive export features allows the capability to select data entities from various time periods and locations in order to suit whatever analysis the authorized user may wish to undertake.

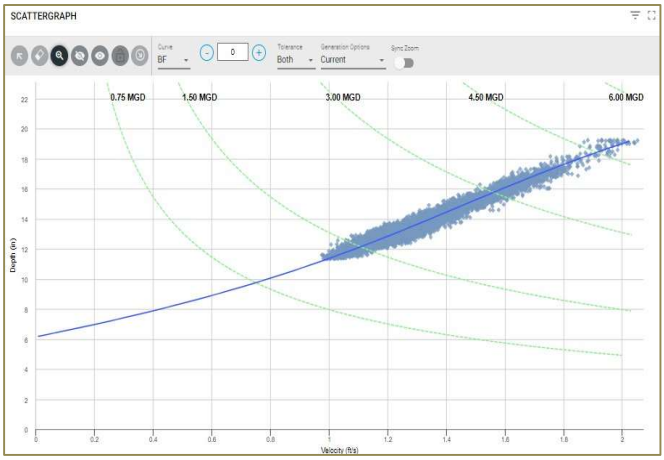
Hydrographs and Scattergraphs - Hydrographs are graphical representations of the data (depth, velocity, flow rate, rain total) over time. Scattergraphs show the relationship between two data entities graphically. User-configurable interactive graphical representations will be accessible through the **PRISM™** allowing the engineer to evaluate at a glance the performance of the monitor and the hydraulic performance of the collection system at that point.

Tabular Summary- User-configurable interactive tabular summaries of data are accessible on the **PRISM™** . An hourly tabular summary will present one week's data per page and will provide hourly average data (depth, velocity, flow, rain) throughout each day and also provide statistics of minimum, maximum, average, and total

for each day. All data can be downloaded electronically directly from **PRISM™** to local hard drives directly in CSV or other Excel compatible formats

Data Review

Data review is conducted by both field crews during service visits and by the Data Analysts. While on-site, field crews review the data to ensure that the flow monitors are operating properly and to correct problems that cause erroneous data, replacing equipment as required. Valid raw data uptime is maximized through frequent data review by trained data analysts, swift response to work orders in the field, and QA/QC project oversight by the project manager. The process used by ADS to maximize raw data uptime on a daily basis begins with the automated data collection at a set interval of the depth and velocity entities via wireless communications.



The primary data analyst reviews the depth & velocity hydrographs and scattergraphs in order to identify any changes in hydraulic trends which may indicate changes in flow patterns or faulty equipment. It is from these observations that work orders are generated. Flow monitoring sites collected via manual download are first reviewed onsite by the field crew who downloads the data set. ADS field technicians undergo specific data analysis training, so that in the event they are onsite and discover data inconsistencies, they are able to troubleshoot and correct flow metering data problems immediately.

QA/QC and Data Correction Protocols

Data correction and finalization is the process by which the final tier of QA/QC is applied to the data set. While ADS maintains that very high raw data quality is possible using the approach to installation and maintenance, there will always be a few anomalous readings recorded due to the adverse site conditions found in most sanitary sewers. The process of data finalization, like all other field and analysis processes, is managed under the strict quality programs certified under ISO 9001. Data finalization includes the following key activities:

- Final editing; identification of spurious data points, final data reconstitution; estimation of true value to replace a spurious data point where there is strong evidence to make that estimate (best for model purposes)
- Establishing the relationship between monitored raw velocity and true average velocity in the wetted area.
- Final depth adjustments to eliminate small amounts of bias that might remain in the depth data.
- Final quantity calculation
- Final flow balancing

The primary data analyst will review the depth and velocity hydrographs and scattergraphs to identify any changes in hydraulic trends which may indicate illegitimate flow patterns or faulty equipment. It is from these observations that work orders are generated.

Data Editing

Data editing logs will be kept on Prism to address what range of data has been updated and the methods and reasons for the change. Raw data will always be preserved for reference on Prism. Historic field service logs can also be provided upon request.

Missing Data

Dry weather data can be reconstructed in fifteen (15) minute increments. Data loss during wet weather events is more challenging to estimate. In all cases, reconstructed data will be clearly identified.

ADS Generated SLiiCER Report

ADS is a leading provider of Inflow and Infiltration monitoring. The effectiveness of Inflow and Infiltration studies comes down to rain events. A variety of storms are necessary to capture wet weather response within a collection system. ADS has substantial experience with the wet weather monitoring and will work to maintain high data quality to ensure that when storms hit the monitors are ready to perform.

One of the most common tasks performed on flow monitoring data is an analysis of flow during dry and wet weather. The analysis may be to determine if a sewer has sufficient capacity for new development, calibrate a hydraulic model, develop a Capacity Management Operations and Maintenance Program, or conduct an RDII (Rainfall Dependent Infiltration Inflow) analysis. Regardless of the type of analysis, there are several repetitive steps that always will occur, such as determining the average dry day flow, peak wet weather flow, etc. Historically, consulting and municipal engineers have developed some type of method for speeding up the analysis, typically a spreadsheet with several macros. ***SLiiCER*** provides a much more elegant and robust solution than the spreadsheet approach.

There are five separate and distinct analyses that engineers perform with rain data and sewer flow data. Together, these analyses allow the engineer to characterize both the wet and dry weather performance of each metered basin, determine the intensity and return frequency of each rain event, and determine both the theoretical and operating capacity of the sewer downstream of each meter. ***SLiiCER*** performs these analyses in a fraction of the time compared to other methods.

Customers can expect the following for each monitoring location from an ADS generated ***SLiiCER*** report. The results can be normalized by basin size, pipe size, and storm event so that each location can be compared and actionable next steps determined.

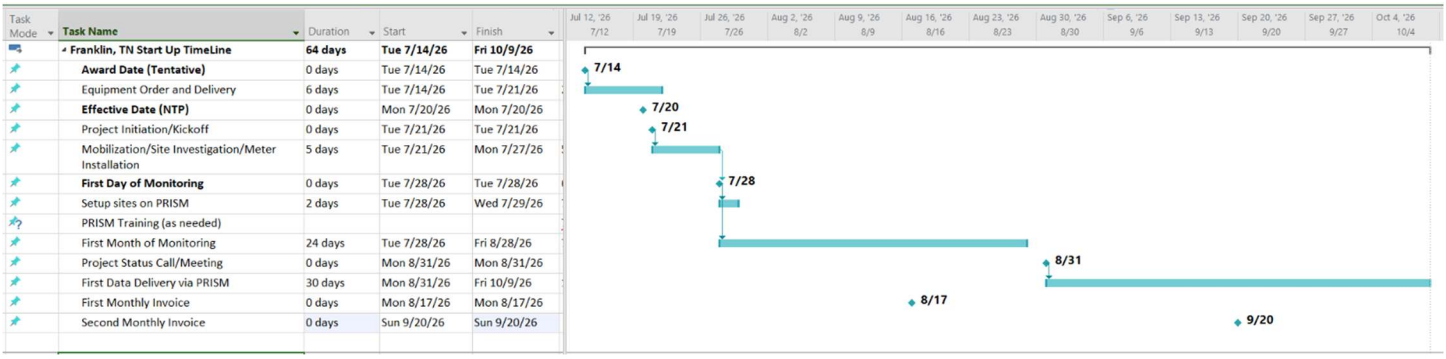
A Standard Sliicer Report Includes:

- Flow Rates and Peaking Factors
- Self-Cleansing Status
- Dry Weather Performance
- Wet Weather Performance
- Rainfall DDF and Return Frequency Analysis
- Rainfall Dependent Inflow and Infiltration (RDII)
- Quantification and Ranking
- RDII to Rainfall Intensity Comparisons

E. Schedule

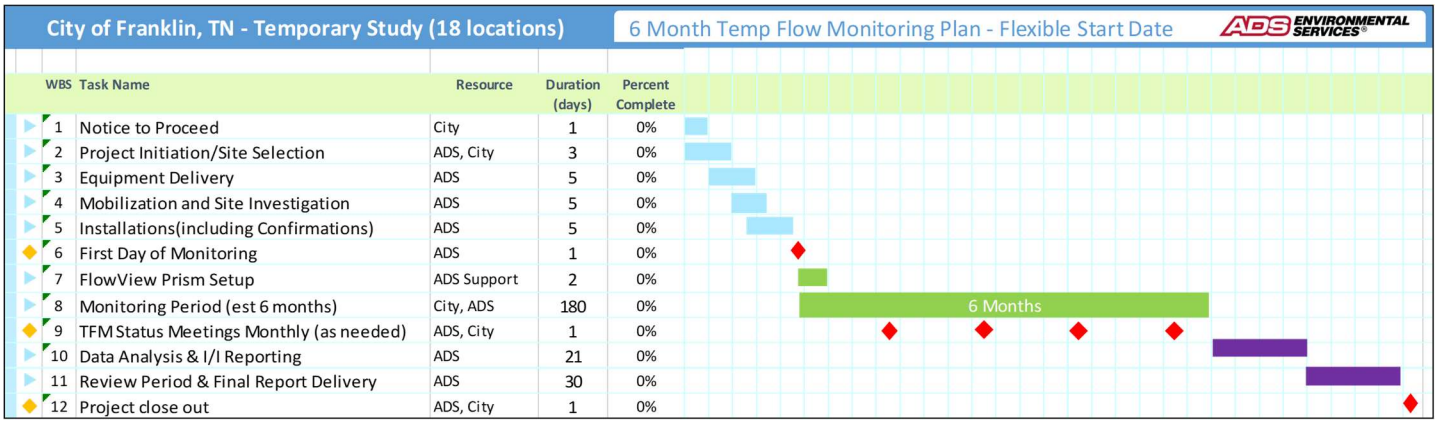
Shown below are tentative schedules based upon the anticipated Date of Award, July 14, 2026. The schedules can be adjusted and allowances will be made to fit the City's needs and processes including review and approval of tasks or submissions.

Key ADS personnel can be ready to attend the project kickoff meeting within 5 business days of the Date of Award and can have equipment ready to begin installations within 10 business days of having a signed agreement and Notice of Award. It is expected that installations, commissioning and initial confirmations will be concluded within 10 business days of site investigations. The first day of monitoring will follow as installations conclude.



Task Mode	Task Name	Duration	Start	Finish
	Franklin, TN Start Up TimeLine	**64 days**	**Tue 7/14/26**	**Fri 10/9/26**
	Award Date (Tentative)	0 days	Tue 7/14/26	Tue 7/14/26
	Equipment Order and Delivery	6 days	Tue 7/14/26	Tue 7/21/26
	Effective Date (NTP)	0 days	Mon 7/20/26	Mon 7/20/26
	Project Initiation/Kickoff	0 days	Tue 7/21/26	Tue 7/21/26
	Mobilization/Site Investigation/Meter Installation	5 days	Tue 7/21/26	Mon 7/27/26
	First Day of Monitoring	0 days	Tue 7/28/26	Tue 7/28/26
	Setup sites on PRISM	2 days	Tue 7/28/26	Wed 7/29/26
	PRISM Training (as needed)			
	First Month of Monitoring	24 days	Tue 7/28/26	Fri 8/28/26
	Project Status Call/Meeting	0 days	Mon 8/31/26	Mon 8/31/26
	First Data Delivery via PRISM	30 days	Mon 8/31/26	Fri 10/9/26
	First Monthly Invoice	0 days	Mon 8/17/26	Mon 8/17/26
	Second Monthly Invoice	0 days	Sun 9/20/26	Sun 9/20/26

A tentative schedule is shown below for a typical temporary flow monitoring assignment. Because of local stock of equipment at our offices we can usually be ready to install temporary monitors within 10-15 business days of being given the location information, maps and pipe schematics.



City of Franklin, TN - Temporary Study (18 locations) — 6 Month Temp Flow Monitoring Plan - Flexible Start Date — ADS Environmental Services

WBS	Task Name	Resource	Duration (days)	Percent Complete
1	Notice to Proceed	City	1	0%
2	Project Initiation/Site Selection	ADS, City	3	0%
3	Equipment Delivery	ADS	5	0%
4	Mobilization and Site Investigation	ADS	5	0%
5	Installations(including Confirmations)	ADS	5	0%
6	First Day of Monitoring	ADS	1	0%
7	FlowView Prism Setup	ADS Support	2	0%
8	Monitoring Period (est 6 months)	City, ADS	180	0%
9	TFM Status Meetings Monthly (as needed)	ADS, City	1	0%
10	Data Analysis & I/I Reporting	ADS	21	0%
11	Review Period & Final Report Delivery	ADS	30	0%
12	Project close out	ADS, City	1	0%

F. Fee for Proposed Products and Services

Travel and Expenses:
ADS will not seek reimbursement from the City for any travel expenses, including airfare, car rental, fuel, mileage, parking, lodging or meals. The maximum amount of travel expenses to be reimbursed by the City is $0.The maximum amount of other out-of-pocket expenses to be reimbursed by the City is $0. All costs are included in the fees listed on the Proposal Submittal Form.

Payment Timing and Milestones: Fees will be billed monthly upon completion of the corresponding services for the quantity supplied during that billing period. Payments are tied to the following milestones: (1) site investigation and installation completion for each meter/gauge; (2) monthly data collection, QA/QC, and reporting for active sites; and (3) temporary meter deployment, data collection, and demobilization as directed by the City. Invoices will be due in 30 days from the invoice date.

Exceptions: ADS takes no exceptions to this procurement solicitation, including the Request for Proposals, Instructions for Proposers, Standard Procurement Terms and Conditions, and all other component documents of the solicitation package. Subcontractors: ADS will not subcontract any service component of this award. All work will be performed by ADS employees using ADS-owned equipment.

Signed forms are attached as requested by City of Franklin.

Pricing is located via the pricing table under exhibit A and is congruent with the current contract line items that ADS has been utilizing over the course of the last 6 years.

Pricing Table - Exhibit A

Description	Qty.	Unit Retail Price	Extended Price
Permanent Flow Monitor Operation and Maintenance	22	$450.00 ea/mo	$118,800.00/yr
Permanent Rain Gauge Operations and Maintenance	7	$215.00 ea/mo	$18,060.00/yr
Permanent Flow Monitor Installation, Relocation, and Removal	22	$636.00 per each	$13,992.00
Permanent Rain Gauge Installation, Relocation, and Removal	24	$320.00 per each	$2,240.00
Temporary Flow Monitoring Operations and Maintenance (6mo) As Needed	0	$450.00 ea/mo	$0
Temporary Flow Monitoring Installation, Relocation and Removal As Needed	0	$636.00 per each	$0
		Total per Year:	**$153,092.00**
		3 year Total	**$426,812.00**

Appendix 1: Personnel Resumes



Sarah E. Hembree, PMP
District Manager
ADS
340 The Bridge Street, Suite 204, Huntsville, AL 35806 | shembree@idexcorp.com

Over 25 years of Project Management experience in the South Region for ADS Environmental Services.

Expertise

- Project Management
- Long-term flow monitoring
- Temporary flow monitoring studies
- I/I analysis & capacity analysis
- Sewer System Evaluation Surveys (SSES)
- Cross-functional collaboration
- Stakeholder management
- Budget adherence & scheduling
- Personnel development

Education

- B.S. Mathematics, University of Alabama, Huntsville, AL 1990

Certifications

- PMP (Project Management Professional) Certified since Dec 2007

Affiliations

- Water Environment Federation and WPC KY/TN
- PMI – North Alabama & Nashville, TN Chapters
- WBCNA (Women's Business Center of North Alabama)
- Women of Water
- IDEX Recognition Award (2025)

BACKGROUND

Mrs. Hembree worked for ADS from 1990 to 2006 as a Data Analyst, Support Center Manager, Project Manager and Business Development Manager. She returned in July 2017 as a Senior Project Manager for the South Region supporting projects primarily in Tennessee.

As District Manager for ADS, Ms. Hembree manages 3 project offices including Tampa, FL, Marietta, GA and Birmingham, AL. Duties include managing Project Managers, contract negotiations, project scheduling, revenue and cost projections, progress reporting, and personnel development.

PROFESSIONAL EXPERIENCE

Metropolitan Government of Nashville and Davidson County
Long-Term Network: 78 mainline Triton+ UVP meters, 20 overflow UVP, 5 4-20mA, 30 Echo Level meters and 21 rain gauges. Annual temporary studies utilizing 30 to 108 Triton+ UVP meters.

Murfreesboro Water Resource Department (1993 – Present)
Long-Term network of 19 mainline meters, 1 Echo and 7 rain gauges. Annual Wet Weather and Capacity Performance summary reports.

City of Chattanooga, TN (2008 – Present)
114 Triton+ UVP meters, 13 Rain Gauges, 2 XIO meters to SCADA, and temporary monitoring.

Knoxville Utility Board, TN (2012 – Present)
31 Triton+ UVP meters, 23 Echo meters, 12 Rain Alerts, and annual temporary projects.

City of Brentwood, TN (2007 – Present)
8 flow meters and 2 rain gauges. Temporary monitoring annually.

City of Franklin, TN (2020 – Present)
17 flow meters and 5 rain gauges. All data via PRISM.

City of Collierville, TN (2024)
Temporary flow monitoring study for I/I in 31 mini-basins.

Memphis, TN – SARP 10 (2018–2019)
CCTV projects totaling 681,485 lin-ft. Temporary flow study utilizing 41 meters and 7 rain gauges.



Albert J. McNealey

Field Manager / Safety Training Coordinator

ADS

ADS Environmental Services – Murfreesboro, TN Office

Over 27 years of flow monitoring and field management experience with ADS.

Expertise

- Long-term flow monitoring
- Temporary flow monitoring
- All major ADS product lines
- Direct supervision of field crews
- Crew training & professional development
- Safety training coordination
- Equipment inventory management
- Quality assurance of field work

Education

- High School Diploma, Phillips High School, Birmingham, AL – 1975
- Electronics (2 years), Bessemer Tech College – 1979/1981
- Wastewater Operations, California State University, Sacramento

Certifications

- ADS Flow Monitor Certification
- NASSCO PACP Certification
- Confined Space Entry Certified
- CPR/First Aid Certified
- Supplied Air Certified
- Certified Crew Trainer
- Region Safety Compliance Officer

BACKGROUND

Al McNealey is a Field Manager/Safety Training Coordinator and has been employed with ADS for more than twenty-seven years. He has been responsible for installing, servicing and maintaining all major product lines.

As a Field Manager he is responsible for the direct supervision of 2 field crews, for the professional and technical development of those crews and for the quality of field work performed.

PROFESSIONAL EXPERIENCE

Nashville Metro Water Services, TN (1990 – Present)
Comprehensive maintenance of sanitary sewer flow monitors and rain gauges. Long term network and annual temporary projects.

City of Murfreesboro, TN (1993 – Present)
Comprehensive maintenance of 19 flow monitors and 7 rain gauges. Annual temporary studies.

Jefferson County Dept. of Public Works, AL
Comprehensive maintenance of flow monitors and rain gauges for one of the largest networks in the Southeast.

City of Brentwood, TN (2007 – Present)
8 flow meters, 2 rain gauges with various temporary projects.

City of Franklin, TN (2020 – Present)
17 flow monitors and 5 rain gauges.



Matthew Milo

Senior Field Crew Leader

ADS

ADS Environmental Services – Murfreesboro, TN Office

Over 13 years of flow monitoring experience with ADS Environmental Services.

Expertise

- Long-term flow monitoring
- Temporary flow monitoring
- Equipment installation, maintenance & removal
- Triton+ flow monitor systems
- RainAlert III rain gauge systems
- Echo level monitoring systems
- Wet weather inspection
- Field troubleshooting & repair

Education

Certifications

- ADS Factory Trained & Certified
- Confined Space Entry Certified
- CPR/First Aid Certified
- Supplied Air Certified

BACKGROUND

Mr. Milo has over 13 years of flow monitoring experience at ADS. He is responsible for installing, servicing and maintaining long term flow monitors and rain gauges and performing temporary flow monitoring studies.

He has provided field support on all ADS temporary monitoring projects in Tennessee, including Memphis, Nashville, Bartlett, Maryville and McEwen.

PROFESSIONAL EXPERIENCE

Nashville, TN – Metro Government
Installation and maintenance: 97 Triton+ meters, 21 Rain Alert III gauges, 10-20 Echo level locations. Annual temporary projects.

Murfreesboro Water Service, TN
19 flow monitors and 7 rain gauges. Annual temporary studies.

SARP10 – City of Memphis, TN
Installations, maintenance, and removal of flow monitors. 3 long term locations.

City of Brentwood, TN
8 Triton+ meters, 5 Echo monitors, 2 RainAlert III gauges. Annual temporary projects (6-15 locations).

Barge Design – City of Franklin, KY
22 Triton+ meters and 2 Rain Alert III gauges for one year temporary study.

Jacobs/CH2M Hill – Fort Campbell, KY
15 flow meters and 2 rain gauges for 60 day temporary project.



Ryan Schick

Data Manager / Senior Hydraulic Analyst

ADS

ADS Environmental Services

Over 10 years of data processing and analysis experience, 9 years specific to wastewater flow monitoring.

Expertise

- Sanitary sewer data analysis
- Combined sewer data analysis
- Storm sewer data analysis
- Rainfall data analysis
- Data management & QA/QC
- Work order creation
- Report development
- Data audits
- Training of junior analysts
- Equipment troubleshooting coordination

Education

- B.S. Meteorology – University of South Alabama

BACKGROUND

Mr. Schick has over ten (10) years of data processing and analysis experience, 9 of which is specific to wastewater flow monitoring and collection systems. As a Senior Hydraulic Analyst, he is responsible for analyzing an array of data including, but not limited to, sanitary sewer, combined sewer, storm sewer, and rainfall data, as well as preparing data and reports for clients without oversight.

He works closely with environmental field technicians to ensure equipment issues are appropriately resolved, ensuring data quality and minimizing downtime. Ryan also reviews data modified by junior hydraulic analysts prior to delivery to clients and assists with training of newly hired analysts, as needed.

PROFESSIONAL EXPERIENCE

City of Raleigh, NC
Senior Hydraulic Analyst responsible for data analysis, data management, data review, QA/QC, work order creation, and report development for the City's flow monitoring program.

Fulton County, GA
Data analysis duties including data management, data review, data audits, QA/QC, work order creation, and report development.

Paulding County, GA
Data analysis duties including data management, data review, data audits, QA/QC, work order creation, and report development.



Kevin Enfinger, P.E.

Senior Region Engineer/Product Development Manager

ADS

340 The Bridge Street, Suite 204, Huntsville, AL 35806

Over 30 years of experience with 25+ years focused in wastewater collection systems.

Expertise

- Infiltration and Inflow Analysis
- Sewer Hydraulic Analysis and KPIs
- Best Practices for Rainfall Monitoring
- Scattergraph Analysis and Application
- Flow Monitor Placement & Configuration
- Data Quality Assurance
- SLiiCER Training and I/I Reporting
- Engineering Analysis and Reporting
- Hydraulic Model Support

Education

- BS Chemical Engineering, University of Florida – Gainesville, FL, 1994

Certifications

- Registered Professional Engineer: AL, KY, MD, NC, OK, SC, TN, TX

Affiliations

- American Society of Civil Engineers (ASCE)
- Water Environment Federation (WEF)

BACKGROUND

Kevin has 30+ years of experience with 25+ years focused in wastewater collection systems. He has deep experience in I/I studies, sewer hydraulics, and rainfall monitoring for urban sewer environments.

Kevin is a P.E. licensed in eight states including TN and AL, a member of ASCE and WEF, and author of thirteen peer-reviewed papers on sewer hydraulics, scattergraph analysis, and I/I evaluation.

PROFESSIONAL EXPERIENCE

City of Chattanooga, TN
100+ meters and 13 rain gauges, sanitary and combined sewer applications.

City of Murfreesboro, TN
19 flow monitors and 7 rain gauges, multiple I/I assessments.

Jefferson County, AL
100+ flow monitors and 40+ rain gauges, hydraulic modeling support.

Peoria, IL
44 temporary locations (2015); 12 permanent and 9 temporary (2016–2019) plus 3 rain gauges.

Durham, NC
15 flow monitors and 9 rain gauges, multiple I/I assessments.

Multi-State Temporary Studies
I/I studies across AL, FL, GA, IN, IL, KY, MD, MS, NC, OK, SC, TN, TX, and VA.

SELECTED PUBLICATIONS

- *Enfinger (2025) "Cleveland Egg-Shaped Sewers" ASCE Pipelines, Tampa FL*
- *Enfinger (2024) "Egg-Shaped Sewers" ASCE Pipelines, Calgary AB*
- *Enfinger & Stevens (2020) "Estimating Groundwater Infiltration" ASCE, San Antonio TX*
- *Enfinger & Surber (2016) "Depth Perception" WEF WEFTEC, New Orleans LA*
- *Enfinger & Stevens (2014) "Rainfall Requirements" ASCE, Portland OR*
- *Enfinger & Mitchell (2010) "Self-Cleansing Conditions" ASCE EWRI, Providence RI*
- *Enfinger & Mitchell (2009) "Sewer Sociology – San Diego" ASCE, San Diego CA*
- *Enfinger & Stevens (2007) "SSO/CSO Characterization" ASCE, Boston MA*
- *Enfinger & Stevens (2006) "Sewer Sociology" WEF WEFTEC, Dallas TX*
- *Enfinger & Stevens (2006) "Sewer Capacity Tools" ASCE, Chicago IL*
- *Enfinger & Stevens (2006) "Froude Number Application" ASCE, Chicago IL*
- *Enfinger & Schutzbach (2005) "Camps Roughness Coefficient" ASCE, Houston TX*
- *Enfinger & Kimbrough (2004) "Manning Equation Comparison" ASCE, San Diego CA*



Michael Armes, PMP

NA Director of Operations

ADS

ADS Environmental Services

25 Years of Experience providing Water & Wastewater solutions in the USA and Canada.

Expertise

- Level and Flow Monitoring
- Data Analysis
- Project Management
- CSO Monitoring and Public Notification
- RDII Analysis
- New Product Development
- Six Sigma Quality Control
- Contract Negotiations

Education

- B.S. Biology, Oakland University, 1997
- MBA Environmental Sustainability, SNHU, 2018

Certifications

- Project Management Professional (PMP)
- NASSCO PACP and MACP

Affiliations

- Water Environment Federation (WEF)
- KY/TN Water Environment Association

BACKGROUND

Mr. Armes has been with ADS for over 25 years and is currently the Director of North America Operations. Prior to this role, he was the North Region Manager overseeing Eastern Canada and Northeast USA.

He has extensive experience in all major product lines including LTM, temporary studies, I/I analysis, CSO monitoring, and SSES. Mr. Armes has been involved with new product development and Six Sigma quality control teams.

PROFESSIONAL EXPERIENCE

Oneida County, NY (2015 – Present)
68 meters and 6 rain gauges. Pre/post rehabilitation RDII analysis and CSO overflow alarming.

Town of Tonawanda, NY (2023)
93 flow meters, 39 level meters, 5 rain gauges for 6 months. RDII analysis and model calibration.

Rockland County Sewer District, NY (2023)
31 flow meters and 2 rain gauges for 3 months. I/I analysis.

Union, NY (2022–2023)
13 flow meters and 1 rain gauge for 9 months. RDII analysis.



Tom Reese

Key Account Manager

ADS

ADS Environmental Services – Huntsville, AL

Over 15 years of professional experience in environmental services and account management.

Expertise

- Account Management
- Contract Coordination
- Procurement Support
- Customer Advocacy
- Environmental Services
- Project Coordination
- Regulatory Understanding

Education

- BS Environmental Science, Southern New Hampshire University
- AS Petroleum Technology, University of Pittsburgh

Certifications:

- OSHA 40 HAZWOPER

BACKGROUND

Tom has over 15 years of professional experience in various environmental roles, of which 1.5 years with ADS. As Key Account Manager for the South Region, Tom interfaces with City personnel to ensure all project objectives are being met.

PROFESSIONAL EXPERIENCE

All Southeast Region Accounts in MS/AL/TN

Manages key account relationships across the ADS East Region.

Appendix 2: Equipment & Software Information



www.adsenv.com/triton

TRITON+® Flow Monitoring System

ADS *TRITON+*®



The ***TRITON+*** Flow Monitoring System is used to gather data for use in a variety of applications:

- Sanitary sewer overflows (SSOs)
- Combined sewer overflows (CSOs)
- Infiltration and inflow (I/I) analysis
- Sewer model validation
- Optimize cleaning process
- Lift/pump station backup
- Regulatory reporting
- Mitigate SSOs
- Bypass monitoring
- Inter-jurisdictional billing

Flow Monitoring for Open Channel Flows

The ADS® ***TRITON+***® is the most versatile and cost-effective flow monitor on the market. The ***TRITON+*** includes connections for multiple sensor technology options and provides users with industry-standard data for a variety of applications.

The ***TRITON+*** is an intrinsically safe, "Fit-for-Purpose" open channel flow monitor for use in sanitary, combined, and storm sewers. It supports single pipe or dual pipe flow measurement installations.

Versatile and Accurate
Monitor-Level Intelligence (MLI®) enables the ***TRITON+*** to effectively operate over a wide range of hydraulic conditions. The ***TRITON+*** supports single or dual pipe/monitoring point measurement capabilities. It supports actuation of a water quality sampler for flow proportional or level-based operation.

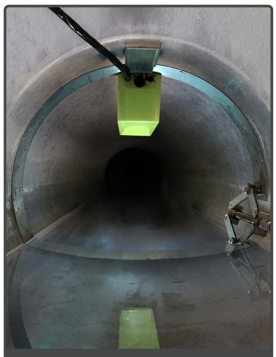
Access Data with Ease
Wireless options make it easy to collect data from your ***TRITON+***. The ADS web software **PRISM™** enables you to access all your data in one platform from any device (PC, tablet, phone).

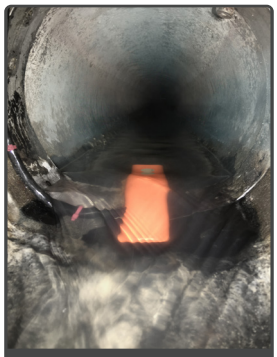
Configure to Suit Your Budget
The ***TRITON+*** has the lowest operational cost per data sample of any ***Intrinsically Safe*** flow monitor available. The platform adapts to a wide range of customer applications and budgets, and can be configured as an economical ***single sensor monitor or dual sensor monitor.***

Extended Asset Life
The ***TRITON+*** has industry-leading battery life. It offers a longer battery life and fewer parts for a more reliable system, providing a lower purchase price and lower ownership cost over the life of the monitor.

www.adsenv.com/triton

ADS *TRITON+* Sensors are Adaptable to a Wide Variety of Applications


Non-Contact Depth Sensor


Submerged Velocity Sensor

The ***TRITON+*** flow monitor is compatible with a suite of sensors designed to cover a wide range of applications and a wide range of flow conditions in sanitary sewer, combined sewer, and storm sewer applications. Choose from area-velocity (AV) sensors and depth sensors using submerged or non-contact mounting options. There is even an available inclinometer. The ***TRITON+*** is configurable with one or two sensors measuring one or two monitoring points. See the sensor specifications at ***www.adsenv.com/triton.***

ADS Sensor Technologies Include: Pressure depth, Ultrasonic depth (non-contact & submerged), Doppler velocity, Gated velocity, Surface velocity, Temperature, Inclinometer (tilt sensor)


Peak Combo™
Area-Velocity
Submerged


AV|Max™
Area-Velocity
Submerged


AV|GATED®
Gated Velocity
Submerged


Surface Combo™
Area-Velocity
Non-Contact


ParaFlow™
Area -Velocity
Non-Contact


ParaDepth™
Depth
Non-Contact

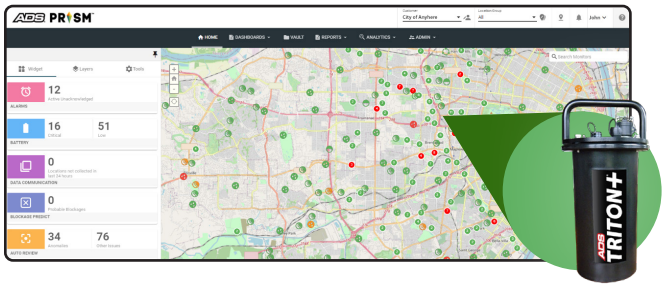

Long Range Depth™
Depth
Non-Contact

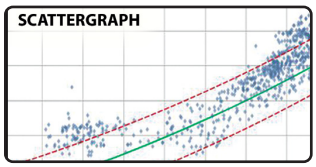

INCLINOMETER™
Angle Tilt

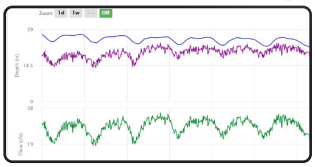
ADS PRISM™ Software Enhances Understanding

PRISM is a cloud-based, secure software system that acquires, stores and presents data with ongoing user access. The home page (right) provides a map view and a dashboard for quick access to essential parameters. Individual site details, hydrographs and remote site system settings are all accessible. **PRISM** APIs enable third party data exchange.

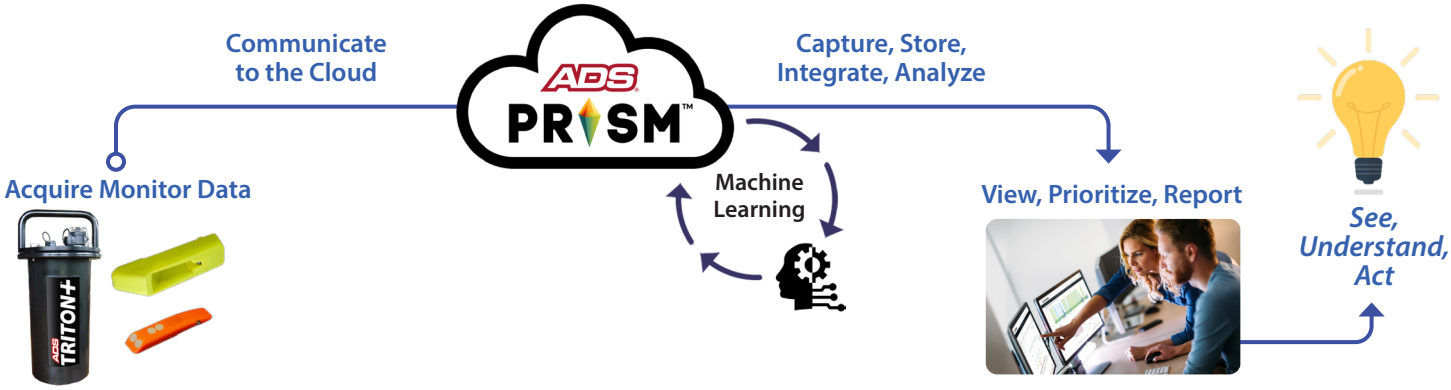
- Configure and activate
- Set alarms
- Manage data
- Manage blockages with **blockage PREDICT™**
- Conduct I/I studies with the *NEW* **SLiiCER™** app
- Utilize GIS







Real-time data is collected and communicated to the cloud-based **PRISM** software and analytics. With continuous user access, informed actions are enabled. Learn more about **PRISM** at ***www.adsenv.com/prism.***



Self-Contained Solutions for Power, Communication, Analog and Digital I/O and Modbus

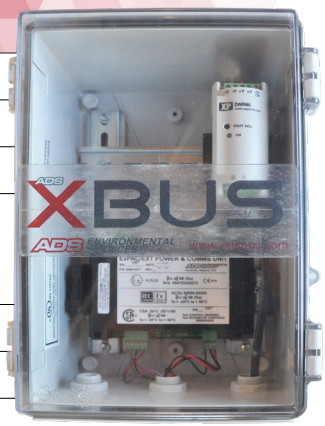
The ADS ***TRITON+*** COMM+EXT PWR port is used for external power via the ADS XIO, XBUS or ExPAC devices, delivery of Modbus output values as well as for on-site, direct monitor communication.

XIO Features



- Process variables measured by the ***TRITON+*** can be converted to two (2) 4-20mA loop output signals for SCADA systems or local display and control
- Logging capabilities of the ***TRITON+*** can be used for two (2) 4-20mA input process variables measured by other instrumentation
- Alarms produced by the ***TRITON+*** can be output on the two (2) XIO relay contacts for process actuation
- Two (2) switch, solid state or dry contact digital inputs can be sampled and logged
- Design facilitates easy field wiring
- Supports easy plug and play configuration and start-up
- Associated Apparatus **IECEx certification** for use with approved equipment in **Zone 0** (equivalent to Class I, Division 1, Groups C & D); **ATEX Zone 0**; and **CSA Class I**, Zone 0, IIB hazardous areas
- Rugged indoor/outdoor NEMA 4x case with hinged clear cover
- Accepts 85-264 VAC, 120-375 VDC; 47-62 Hz; 1.1A@110/0.59A @250 VAC
- Supplies 8 – 11.5 VDC, 500mA power to the ***TRITON+*** flow monitors

XBUS Features



- Supports Modbus RTU, ASCII and TCP communications
- Connects to wired networks via RS485 or RS232
- Supports easy plug and play configuration and start-up
- Associated Apparatus **IECEx certification** for use with approved equipment in **Zone 0** (equivalent to Class I, Division 1, Groups C & D); ATEX Zone 0; and CSA Class I, Zone 0, IIB hazardous areas
- Rugged indoor/outdoor NEMA 4x case with hinged clear cover
- Accepts 85-264 VAC, 120-375 VDC; 47-62 Hz; 1.1A@110/0.59A @250 VAC
- Supplies 8 – 11.5 VDC, 500mA power to the ***TRITON+*** flow monitors

ExPAC Features



- Designed to be housed in another enclosure
- Associated Apparatus **IECEx certification** for use with approved equipment in Zone 0 (equivalent to Class I, Division 1, Groups C & D); ATEX Zone 0; and CSA Class I, Zone 0, IIB hazardous areas
- Requires DC power input between 9 and 36 volts and a minimum of 15 watts
- Supplies DC power of 8 to 11.5 volts, 500mA to the ***TRITON+*** flow monitors
- RS485 and RS232 Modbus output connections to SCADA systems
- Supports Modbus RTU, ASCII and TCP/IP communications

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Specifications subject to change without notice.

ADS TRITON+®

Flow Monitor Specifications



Connectors	U.S. Military specification MIL-C 26482 series 1, for environmental sealing, with gold-plated contacts
Communication	Third-party, FCC/IC/EC- and carrier-approved wireless modem
	Compatible with all 4G LTE-M networks worldwide with 2G fallback (where available)
	Automatically detects installed SIM upon boot up to determine correct network
	Modem FCCID: R17ME910C1WW
Monitor Interfaces	Supports simultaneous interfaces with up to two combo sensors
	Supports optional Analog and Digital I/O with ADS XIO: two 4-20 mA inputs and outputs, two switch inputs and two relay outputs
Power	**Internal** - Battery life with a cellular modem: • Over 15 months at a 15-minute sample rate* • Over 6 months at a 5-minute sample rate*
	External - Optional external power available with ADS External Power and Communications Unit (ExPAC) with an ADS- or customer-supplied 9-36 Volt DC power supply
	* Rate based on collecting data once a day and varies according to sensor configuration and operating temperature
Connectivity	**Modbus ASCII:** Wireless; Wired using ADS ExPAC or XBUS
	Modbus RTU: Wireless; Wired using ADS ExPAC or XBUS
	Modbus TCP: Wireless only
Operating and Storage Temperature	-4° to 140° F (-20° to 60° C)
Compatibility	Attachable ADS Sensors
	Qstart™***XML*** with ADS ***TRITON+***® firmware version 6.43 and higher
	PRISM™

Mounting Options	**Mount on the manhole rung** using standard hook (ADS p/n 8000-0021)
	Mount permanently to the manhole wall using monitor mounting bracket/flange (ADS p/n I40-0009)
	Mount to the manhole rim using monitor bracket/flange (ADS p/n I40-0009)
Intrinsic Safety Certifications	**Certified under the ATEX** European Intrinsic Safety standards for Zone 0 rated hazardous areas
	Certified under IECEx (International Electrotechnical Commission) Intrinsic Safety Standards for use in Zone 0 rated hazardous areas (equivalent to Class I, Division 1, Groups C & D)
	CSA Certified to Class 225803 Process Control Equipment, Intrinsically Safe and Non-Incendive Systems – For Zone 0 Hazardous Locations, Ex ia IIB T3 (152° C) in Canada
	CSA Certified to Class 225883 Process Control Equipment, Intrinsically Safe and Non-Incendive Systems – For Class I Zone 0 Hazardous Locations, AEx ia IIB T3 (152° C) in the USA (equivalent to Class I, Division 1, Groups C & D)
Other Certifications/ Compliances	FCC Part 15 compliant
	Carries the EU CE mark
	ROHS (lead-free) compliant
	Canada IC CS-03 compliant
	IP68 compliant

Learn more about ADS *TRITON+*
www.adsenv.com/triton

Call: 800.633.7246
Email: adssales@idexcorp.com

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TRI+_03-29-23

AV|GATED®

Gated Area-Velocity flow measurement in a reliable, rugged, and affordable sensor, engineered by the most trusted name in wastewater flow monitoring!

Wastewater flow measurement using the *Area-Velocity Method* requires knowledge of the average flow velocity. A variety of approaches have been developed over the years to measure average velocity, but gated velocity methods are traditionally recognized among the most accurate and reliable. Gated velocity sensors work by measuring flow velocity at multiple discrete points, allowing the sensor to better characterize the velocity distribution and best measure average velocity. The ADS® **AV|GATED** sensor combines proven depth measurement methods with state-of-the-art gated velocity measurement technology to provide *accurate* and *reliable* area-velocity sewer flow measurements.



Gated Velocity.

The **AV|GATED** sensor brings gated velocity technology into everyday use, and measures average velocity through a wide range of flow conditions.

Dual Depth.

The **AV|GATED** sensor leverages dual depth technology. Ultrasonic depth optimizes measurements up to full pipe, while pressure depth provides redundancy and allows measurements during surcharge conditions.

Rugged Construction.

Built with a rugged housing that is impact and abrasion-resistant and a contoured form factor that resists debris, the **AV|GATED** sensor is designed to operate in tough sewer environments.

Multiple Sensing Technologies

Gated Doppler Velocity

Gated velocity technology works by measuring flow velocity at multiple discrete points, allowing the sensor to better characterize the velocity distribution and best measure average velocity. The returning reflected signal is processed using a digital signal processor, from which average velocity is calculated.



Ultrasonic Depth

Ultrasonic depth technology operates by measuring the elapsed time for an ultrasonic signal to travel to the flow surface and back, and calculates the distance to the flow surface. This information, in conjunction with data pertaining to pipe geometry, is used to compute wetted area area of flow. Ultrasonic depth optimizes measurements up to full pipe, while pressure depth provides redundancy and allows measurements during surcharge conditions.

Pressure Depth

Pressure depth technology measures the depth of flow by recording the difference in atmospheric and water height pressure. The pressure depth technology of the AV|GATED sensor serves as a back up the ultrasonic depth sensor. In addition, the pressure depth records the depth of surcharge.

ADS®

Compatibility with the ADS TRITON+®

The **AV|GATED** sensor is designed to work *exclusively* with the ADS ***TRITON+*** flow monitor. It is one of the latest offerings in the ***TRITON+*** array of sensors.

The ***TRITON+*** is an intrinsically safe, "Fit-for-Purpose" open channel flow monitor for use in sanitary, combined, and storm sewers. It is designed to be the most versatile flow monitoring system available for wastewater collection applications. It supports single pipe or dual pipe flow measurement installations.



For more information, please visit the ADS website at ***www.adsenv.com/triton***.

Applications

The **AV|GATED** sensor is designed for use in many flow monitoring applications, including:

- Infiltration/inflow programs
- Inter-agency billing networks
- Combined sewer overflow (CSO) monitoring
- Sanitary sewer overflow (SSO) monitoring
- Sewer capacity studies/trending
- Rehabilitation effectiveness monitoring
- Comprehensive sewer performance monitoring
- Sewer master plan studies



*The **AV|GATED** sensor is built with a rugged Polycarbonate housing that is impact and abrasion-resistant and a contoured form factor that resists debris. The sensor is designed to operate in harsh sewer environments.*

AV|GATED Sensor Specifications

Housing
Solid molded polycarbonate providing high impact and high abrasion resistance

Color
High-visibility safety orange

Weight
2 pounds (0.91 kg)

Dimensions
Width: 1.49 in. (38 mm)
Height: 0.83 in. (21 mm)
Length: 7.12 in. (181 mm)

Temperatures
Operating: -4° to 140° F (-20° to 60° C)
Storage: -4° to 167° F (-20° to 75° C)
***Note:** This sensor will *not* produce accurate readings in frozen flow.

Sensor Cable
Standard Length: 35 ft. (10.7 m)
Extended Lengths: Extension cables available up to 300 ft (91.4 m)
Diameter: 0.28 in. (0.72 cm)
Cable Jacket Material: Polyurethane

Operating Range
Ultrasonic Depth: 1 in. to 72 in. (25.4 mm to 1828.8 mm)
Pressure Depth (standard): 0 to 10 PSI; 0 in. to 277 in. (0 to 7036 mm)
Gated Velocity: ±15 fps (4.60 m/s) in Bidirectional mode or ±20 fps (6.10 m/s) in Forward and Backwards mode; minimum depth for velocity is 5 in. (127 mm); Gated Velocity may operate in shallower flows depending on site hydraulics

Accuracy
Ultrasonic Depth: ±0.13 in. (3.2 mm) or ±0.5% of flow depth; whichever is greater
Pressure Depth: ±1% of full range
Gated Velocity: ±0.2 ft/s or ±4% of average flow velocity; whichever is greater

Resolution
Ultrasonic Depth: 0.01 in. (0.25 mm)
Pressure Depth: 0.01 in. (0.25 mm)
Gated Velocity: 0.01 feet per second (0.003 m/sec)

Certifications
- Certified under the ATEX European Intrinsic Safety standards for Zone 0 rated hazardous areas
- Certified under IECEx (International Electrotechnical Commission) Intrinsic Safety Standards for use in Zone 0 rated hazardous areas (equivalent to Class I, Division 1, Groups C & D)
- CSA Certified to Class 225803 – Process Control Equipment, Intrinsically Safe and Non-Incendive Systems – For Zone 0 Hazardous Locations, Ex ia IIB T3 (152° C) in Canada
- CSA Certified to Class 225883 – Process Control Equipment, Intrinsically Safe and Non-Incendive Systems – For Class I Zone 0 Hazardous Locations, AEx ia IIB T3 (152° C) in the USA (equivalent to Class I, Division 1, Groups C & D)

Compatibility
ADS ***TRITON+*** flow monitor

Mounting Method
ADS stainless steel mounting band/ring

Learn more at www.adsenv.com/avgated

340 The Bridge Street, Suite 204, Huntsville, AL 35806
Phone: 256.430.3366 Fax: 256.430.6333
Toll Free: 1.800.633.7246, www.adsenv.com

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AVG_06-18-24



www.adsenv.com/triton

TRITON+® Flow Monitoring System

AV|MAX™ Sensor



TRITON+ and ***AV|MAX*** Flow Monitoring System is used to gather data for use in a variety of applications:

- Infiltration and inflow (I/I) analysis
- Model validation
- Capacity assessment
- Flow billing
- Combined sewer overflows (CSOs)
- Sanitary sewer overflows (SSOs)
- SSO data & reporting

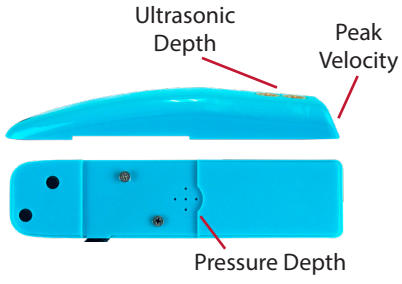
Precision, High-durability Sensor

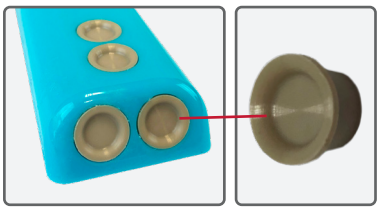
AV|MAX™ is a new area-velocity sensor used with the ADS® ***TRITON+***® monitor. The sensor measures four parameters including:

- Depth - using ultrasonic "UpDepth"
- Depth - pressure
- Velocity - continuous wave ultrasonic Doppler
- Water temperature

The ***AV|MAX*** is a wetted sensor, installed in the pipe flow lending to its consistent, high quality data collection capability. It features an ultra-low profile, rugged, polycarbonate housing, in a high-visibility blue color. These characteristics bring exceptional durability and ease-of-maintenance for users.

The ***AV|MAX*** is designed for accurate and consistent performance in depths from 1" to 60" (25.4 mm to 1.5 m) and in flows of up to 30 fps (9.14 m/s). It is typically the sensor of choice in most applications and can be used with confidence across the full sensor range. Where there are intermittent no-flows (dry pipe), it is recommended that the ***AV|MAX*** be used in combination with one of ADS' non-contact sensors.

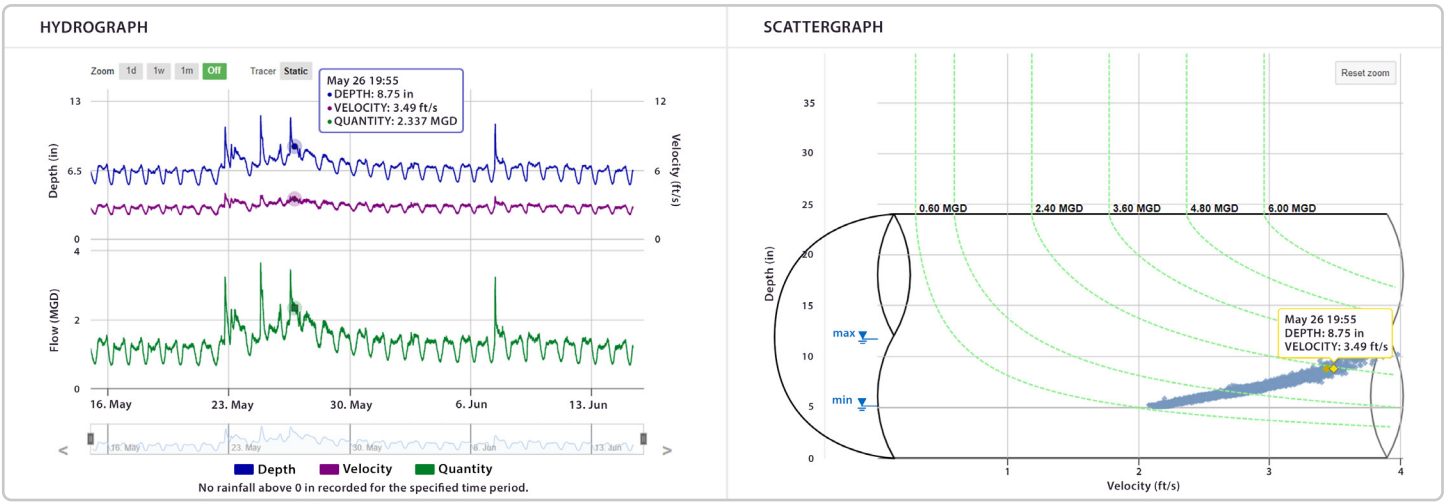




Protected, recessed sensors



AV|MAX installed with standard installation ring



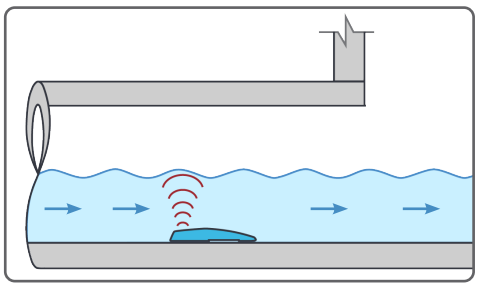
Accurate data capture and analysis with the Cloud-based ADS **PRISM™** software

AV|MAX™ Sensor
Specifications

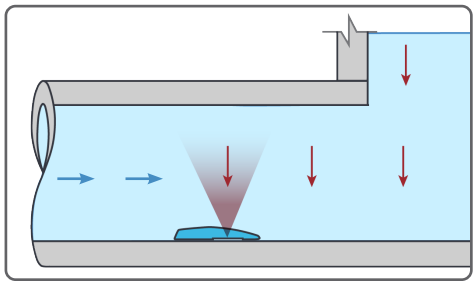


Sensor Dimensions	**Height:** 0.82 in. (20.8 mm) **Width:** 1.49 in. (37.8 mm) **Length:** 6.28 in. (159.5 mm)
Sensor Housing	**Material:** Polycarbonate (PC)/PEEK **Color:** Blue
Weight	**Sensor & Cable:** 1.7 lb (0.77 kg)
Cable	**Length:** 35 ft (10.7 m) **Diameter:** 0.30 in. (7.6 mm) **Jacket Material:** Polyurethane
UpDepth / Ultrasonic Depth	**Depth Accuracy:** ±0.125 in. (± 3.2 mm) or ±0.5% of actual reading; whichever is greater **Range:** 1.00 to 60.00 in. (25.4 mm to 1.5 m) **Resolution:** 0.01 in. (0.25 mm) **Deadband:** 1.00 in. (25.4 mm) from bottom of pipe (Subject to hydraulics of flow)
Doppler Velocity	**Accuracy:** ±0.2 fps (0.06 m/s) or ±4% of actual reading; whichever is greater **Range:** -30 to 30 fps (-9.14 to 9.14 m/s) **Resolution:** 0.01 fps (0.003 m/s) **Deadband:** 1.00 in. (25.4 mm) from the bottom of the pipe (Subject to hydraulics of flow)
Pressure Depth	**Accuracy:** ± 1% of full range **Range:** 0 to 10 PSI; 0 to 277 in. (0 to 7.0 m) **Resolution:** 0.01 in. (0.25 mm)
Temperatures	**Operating range:** -4° to 140° F (-20° to 60° C) **Storage:** -4° to 167° F (-20° to 75° C) ** Note: This sensor will not produce accurate readings in frozen flow.*

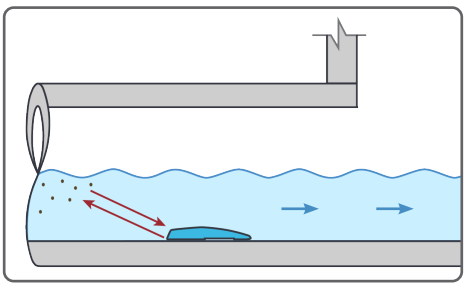
Compatibility	The ***AV|MAX*** sensor is used with the ADS ***TRITON+*** flow monitor **Qstart™XML** - setup and activation **PRISM** - data analysis
Mounting Method	ADS stainless steel ring or special metal. Must be mounted ±5 degrees from center; greater rotation possible with ADS Silt Wedge.
Certifications	The ***AV|MAX*** is developed and manufactured under the ISO 9001:2015 Quality Management Standard, and designed to meet requirements for RoHS and IP68 standards. **Certified under the ATEX** European Intrinsic Safety standards for Zone 0 rated hazardous areas **Certified under IECEx** (International Electrotechnical Commission) Intrinsic Safety Standards for use in Zone 0 rated hazardous areas (equivalent to Class I, Division 1, Groups C & D) **CSA Certified to Class 225803** Process Control Equipment, Intrinsically Safe and Non-Incendive Systems – For Zone 0 Hazardous Locations, Ex ia IIB T3 Ga (152° C) in Canada **CSA Certified to Class 225883** Process Control Equipment, Intrinsically Safe and Non-Incendive Systems – For Class I Zone 0 Hazardous Locations, AEx ia IIB T3 Ga (152° C) in the USA (equivalent to Class I, Division 1, Groups C & D)



Ultrasonic Depth



Surcharge Pressure Depth



Continuous Wave Doppler Velocity

Learn More About *TRITON+*
www.adsenv.com/triton

Call: 800.633.7246
Email: adssales@idexcorp.com

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Specifications subject to change without notice.





Level Monitoring System

ECHO™

Level Monitoring for Open Channel Flows

The ADS® **ECHO**™ is an all-new generation level monitor. It gives users up to 10X more monitoring range and uses machine learning software to predict overflows long before they occur.

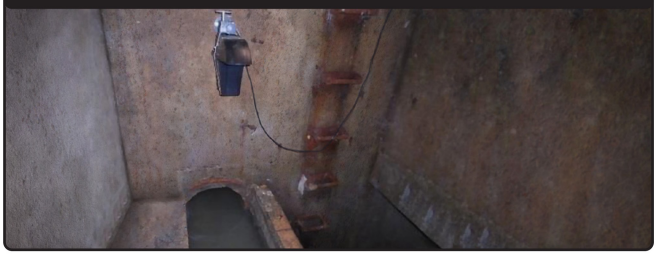
Coupled with its wide range of uses and low cost, **ECHO** is the leading solution for level monitoring applications.

Collection Systems, Plants, Surface, and Storm Water Structures

Sanitary Sewers



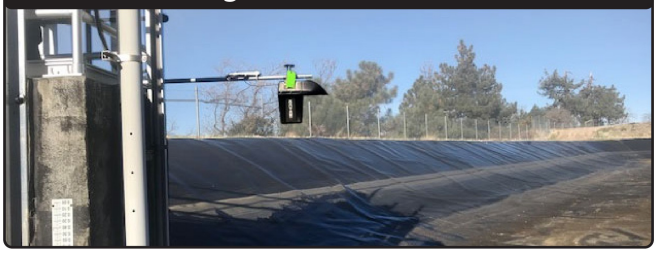
Combined Sewers



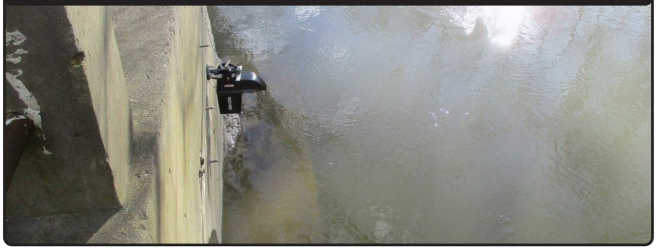
Wastewater Treatment Plants



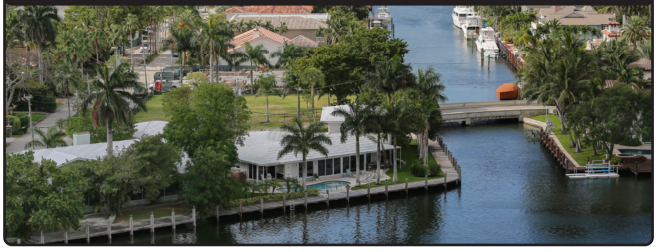
Lagoons and Ponds



Rivers and Streams



Canals

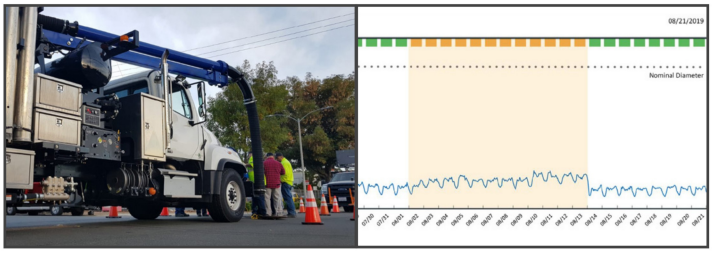


ADS®
www.adsenv.com/echo

The Wide Range of ECHO Applications Gives You Flexibility

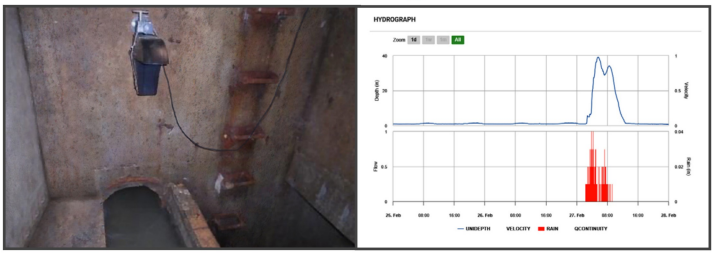
Operations, Engineering, Planning, Modeling, and Contractor Professionals

Efficient Cleaning Process



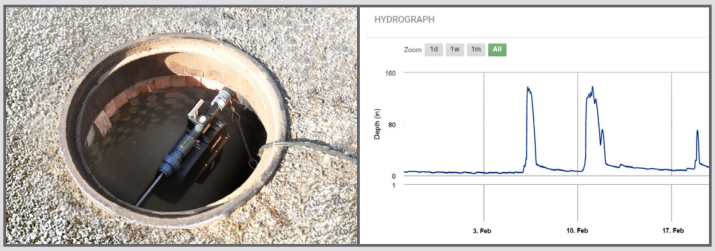
Reduce cleaning frequency and mitigate Sanitary Sewer Overflows (SSOs) with continuous monitoring and blockage prediction software.

CSO Data and Reporting



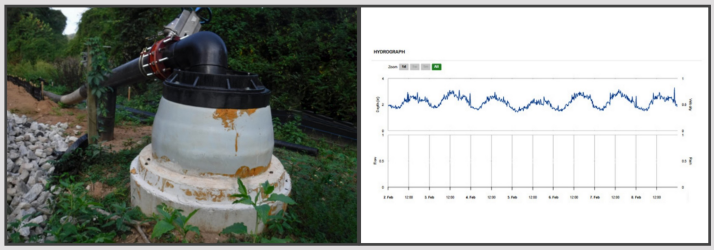
Monitor Combined Sewer Overflows (CSO) activation and de-activation in real-time. Calculate overflows, prepare reports.

Hydraulic Model Validation



Acquire data for updating and validating hydraulic models. Low cost means higher sensor density.

Bypass Monitoring



Secure 24/7 protection from overflows with bypass monitoring.

Wastewater Pump Station Back-up



Avoid pump station overflows from power failures, partial pump blockages, or failed alarms with **ECHO** back-up.

SSO Mitigation



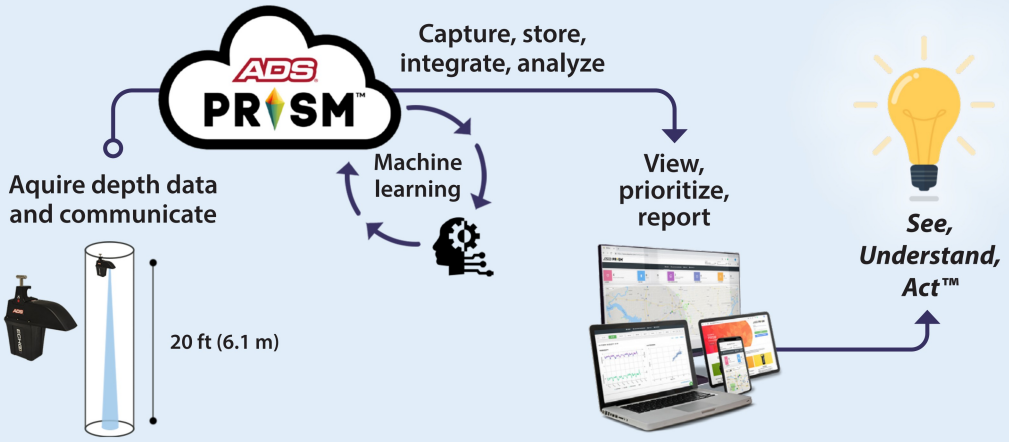
ECHO is the latest generation level monitor. This means you get:

- Predictive, early-stage notices of developing blockages
- Precise, long range ultrasonic measurements
- Multiple high and low flow alarms
- Fast, easy installation
- Stabilized mounting with integral sensor that avoids false alarms

ADS® www.adsenv.com/echo

Continuous Monitoring Drives Informed Actions

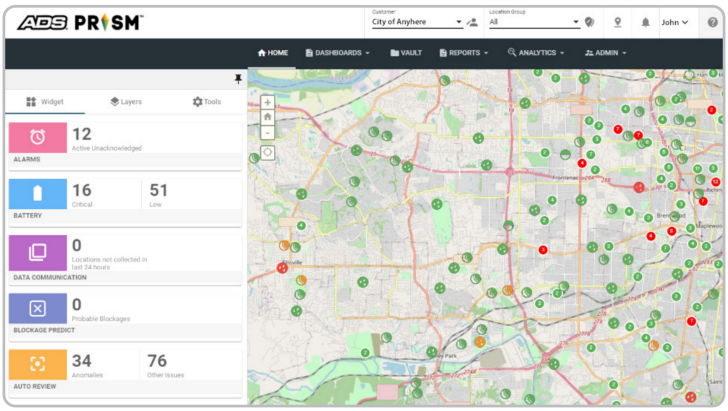
Real-time depth data is collected and communicated to the cloud-based **PRISM** software and analytics. With continuous user access, informed actions are enabled.



ADS PRISM™ Software Enhances Understanding

PRISM is a cloud-based, secure software system that acquires, stores and presents data with ongoing user access. Its home page (right) provides a map view and a dashboard for quick access to essential parameters. Individual site details, hydrographs and remote site system settings are all accessible. **PRISM** APIs enable third party data exchange.

PRISM's **blockage** PREDICT™ app (below) uses machine learning and will predictively detect blockages, with days' or weeks' worth of warning. When detected, blockages are presented in the dashboard.



Dashboard Reveals Prioritized List

2
Probable Blockages
BLOCKAGE PREDICT

blockage PREDICT lists prioritized, colored-coded symbols and access to details for sites of interest (below).

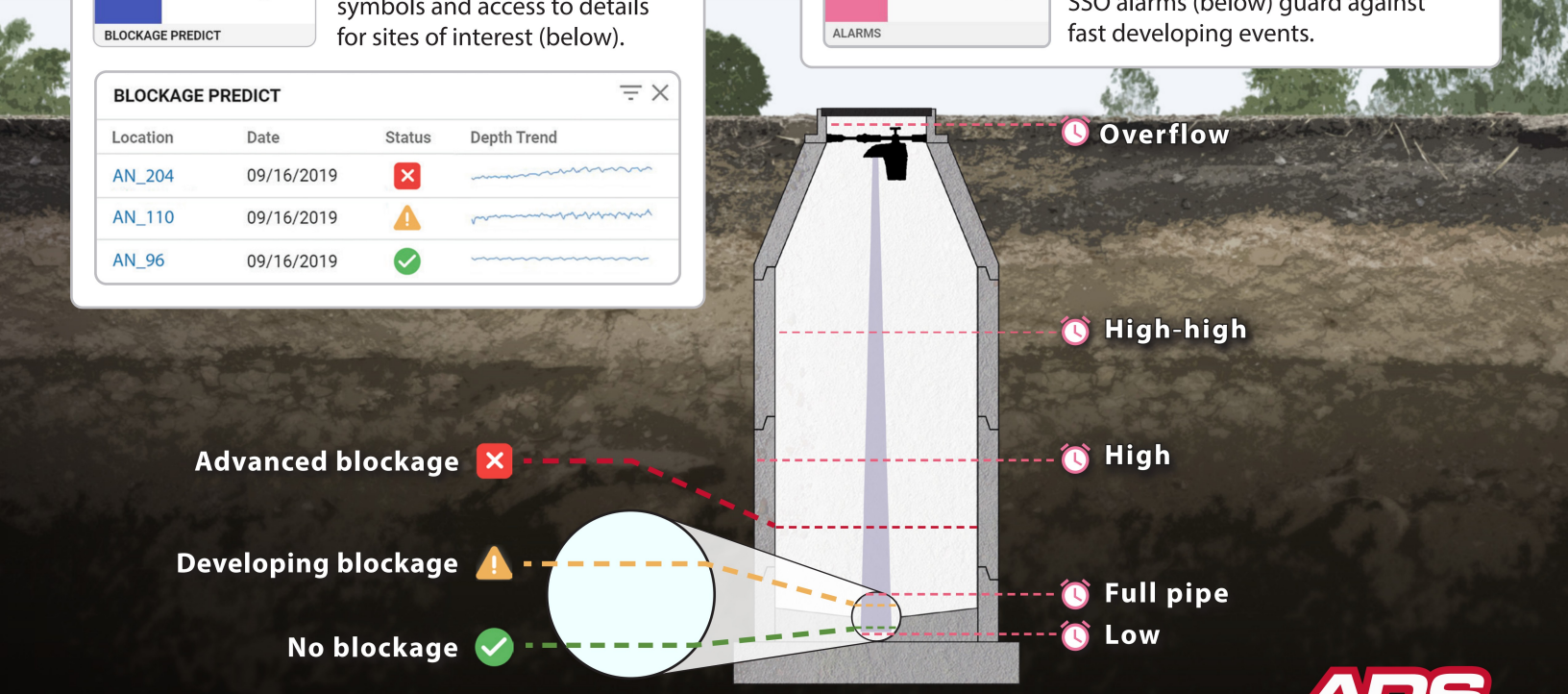
BLOCKAGE PREDICT

Location	Date	Status	Depth Trend
AN_204	09/16/2019		
AN_110	09/16/2019		
AN_96	09/16/2019		

Real-Time Alarms

5
Active Unacknowledged
ALARMS

Dashboard summarizes Alarms and gives access details. Five redundant SSO alarms (below) guard against fast developing events.

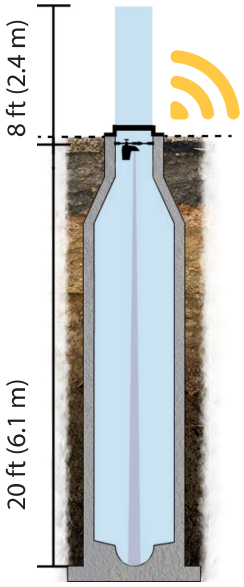


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The ECHO Difference Means New Standards in Performance:

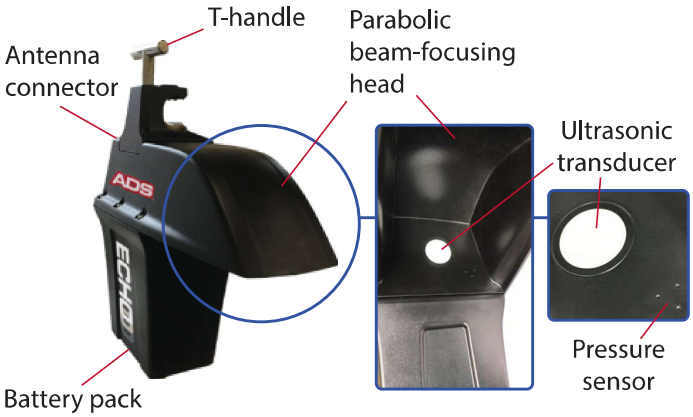
New LTE-M communications
LTE-M communications provide improved reliability often allowing the antenna to be installed in the manhole, eliminating drilling. Set-up is fast and easy, taking just minutes.

Total manhole visibility
ECHO's unique narrow beam technology provides up to a 20 ft (6.1 m) range and its pressure sensor can read up to 8 ft (2.4 m) above the **ECHO**.



SPECIFICATIONS	
System	Dual-measurement sensor (ultrasonic and pressure), tilt alarm for sensor alignment, battery powered, wireless communication
Software	**PRISM**, cloud-based with data storage, dashboard, analytics, and reports
Communications	Third-party, FCC/IC/EC- and carrier-approved wireless modem
	Compatible with all 4G LTE-M networks worldwide with 2G fallback
	Automatically detects installed SIM upon boot up to determine correct network
	Modem FCCID: R17ME910C1WW
Battery Life	Up to 2 years depending on operating temperature, modem power management, and frequency/type of communications
Submersible	Meets IP68
Manufacturing Standard	ISO-9001
Intrinsically Safe	CSA, ATEX, and IECEx certifications
	Multiple intrinsic safety certifications set the ADS **ECHO** apart with an intense focus on safety

ECHO System Components:





Installation Options:

The ADS **ECHO** installs quickly making it easy to move from one location to another.


ECHO with tension bar installation


PVC wall mount bracket


Stainless steel wall mount bracket


Adjustable tension bar

Tailored, Affordable Purchase Programs

Purchase
The ADS **ECHO** can be purchased bundled with communications and software.

D-Site Turn-Key Service
ADS takes care of your monitoring network including equipment, software, and onsite maintenance through one low monthly fee.

2 Year Warranty
Our two-year warranty gives you added assurance of its quality and reliability.

Learn more about ECHO:
www.adsenv.com/echo

Access PRISM:
https://www.adsprism.com

Call: 800.633.7246
Email: adssales@idexcorp.com

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ECHO_12-13-2024

www.adsenv.com



Radar Level Monitor
ADS EDGE-RL™

On the Leading Edge of Water Intelligence

Sanitary Sewer
- Manholes
- Pump Stations
- Inverted Siphons

Combined Sewer
- Manholes
- Regulators
- Outfalls

Stormwater
- Vaults
- Open Channels
- Outfalls

Surface Water
- Lakes & reservoirs
- Lagoons
- Rivers & streams
- Canals & channels
- Tidal gates & structures

Flood Control
- Streets
- Underpasses
- Parks
- Other flood-prone areas

Irrigation
- Canals & channels
- Flow control structures

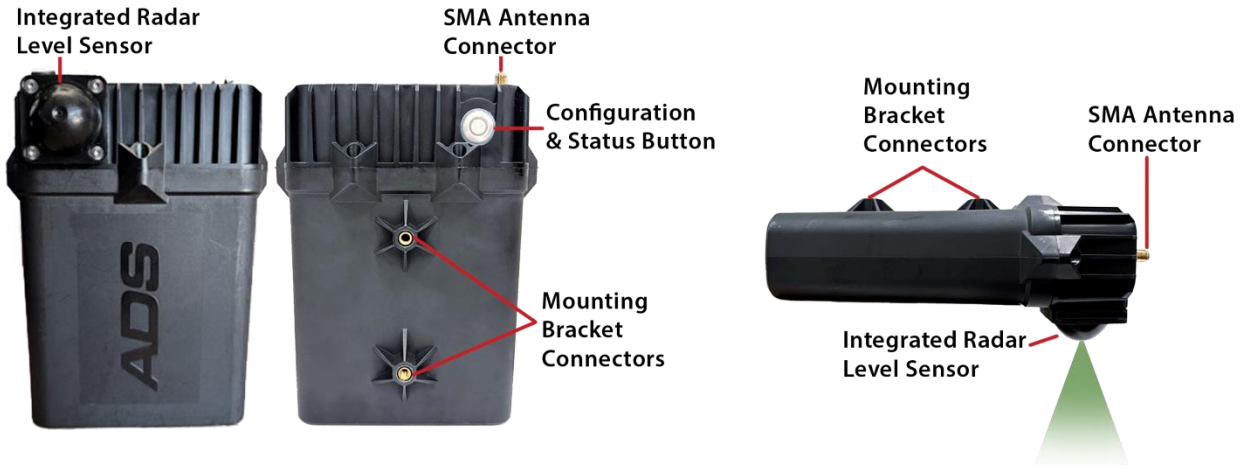
The **ADS EDGE-RL** is a non-contact level monitoring system with integrated radar for sanitary sewer, combined sewer, storm sewer, surface water, flood control, and irrigation applications and is designed to mount directly over the water surface.

Accurate
Radar provides accurate radar level measurements with no temperature compensation. Nearby fixed objects can be filtered from reflected radar signals using advanced digital signal processing (DSP).

Easy to Use
Easy set-up with standard installation bracket designed for most applications. Easy communication with global eSIM. Easy-to-maintain with non-contact radar level measurement and 5+ year battery life for most configurations.

Rugged and Reliable
Rugged housing with IP68 rating and H_2S-resistant design provides reliable operation in tough environments, while 4G LTE CAT-M1/NB-IoT communication technology provides robust communication.

PARTS



SPECIFICATIONS

Sensor	1x integrated radar level sensor ±0.1 in (±2 mm)
Measurement Range	0 to 45 ft (0 to 14 m)
Alarms	2x user-configurable alarms
Memory	256 MB
Communications	4G LTE CAT-M1/NB-IoT
Sample Rate	5-minute default (+ other options)
Transmission Rate	1 per day default (+ other options)
Antenna	External SMA Connector
Power	High-capacity Non-rechargeable Lithium thionyl chloride battery pack 3.6 V, 76 Ah

Dimensions	**Height** 6.5 in. (162 mm) **Width** 5.5 in. (137 mm) **Depth** 3.0 in. (75 mm)
Submersion	IP68 30+ ft (10 m) for 10 h.
Temperature	-4°F to +158°F -20°C to +70°C
System Diagnostics	Cell network RSSI temperature battery voltage
Weight	3.35 lb (1.52 kg) with battery + antenna
Intrinsic Safety	Class I, Zone 1 Certification pending

Learn more about ADS EDGE-RL
www.adsenv.com/contact-form/

Call: 800.633.7246
Email: adssales@idexcorp.com

www.adsenv.com

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Ultrasonic Level Monitoring System

ADS ForeSITE™-UL



For Storm and Surface Water Applications

The ForeSITE™-UL (FS-UL) system is designed to enable cost-effective, easy-to-setup and reliable monitoring of water levels for a wide variety of applications and locations.

Stormwater
- Vaults
- Outfalls

Surface Water
- Lakes & reservoirs
- Lagoons
- Rivers & streams
- Canals & channels
- Tidal gates and structures

Flood Control
- Streets
- Underpasses
- Parks
- Other flood-prone structures and locations

Irrigation
- Canals & channels
- Flow control structures



FS-UL monitoring river level



FS-UL monitoring storm water outfall



FS-UL monitoring storm channel level

The FS-UL is an ultrasonic level monitoring system for storm and surface water monitoring applications designed for direct mounting above the water surface. This non-contact monitoring system provides measurements at user-prescribed intervals with high accuracy. Data is stored in non-volatile flash memory and wirelessly communicated to cloud-based software where users have continuous access to remote site data and alarms.

The FS-UL system contains a fully integrated, stabilized sensor. Its long-life battery substantially reduces maintenance requirements. The system housing is compact and lightweight, facilitating fast, easy installation. The FS-UL system is a low-cost solution where users require numerous monitoring locations and have limited budgets.

ADS
www.adsenv.com

ADS ForeSITE™-UL

FS-UL Level Monitor Components and Specifications

System Components

- FS-UL data logger with modem, ultrasonic sensor
- Mounting bracket
- External antenna
- SIM Card
- Lithium thionyl chloride battery pack
- Small O-ring to install battery
- O-rings for housing
- O-ring grease for housing
- Hardware for installation
- Activation magnet
- Hex key
- Desiccant
- Rubber splicing tape

Data storage and analytics software



ForeSITE-UL (FS-UL)


Mounting bracket



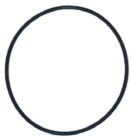
Installation Guide Supplement

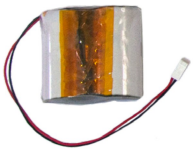

Hex key

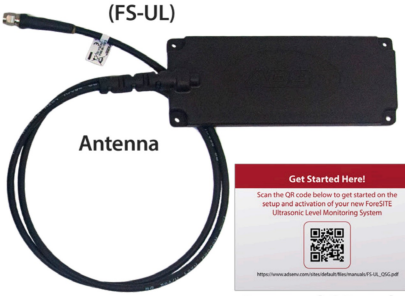

Magnet


Rubber splicing tape


Desiccant


Small O-ring to install battery


Lithium battery


Antenna

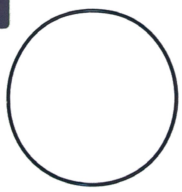


Pre-installed SIM card



Postcard QR code

O-ring grease

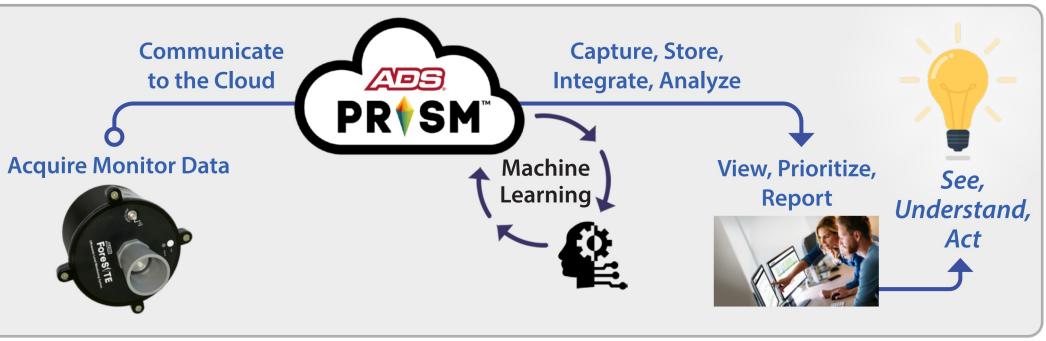

Large O-Ring



Medium, bagged O-Ring


Mounting hardware

ForeSITE-UL data is collected and communicated to the cloud-based PRISM™ software. With continuous user access, informed actions are enabled through rich analytical tools.



System Specifications

Sensor	1x integrated ultrasonic level sensor, +/- 0.04 in. (+/- 1 mm) resolution
Measurement range	12 in. to 196 in. (0.3 m to 5 m)
Alarms	4x user-configurable alarm limits
Memory	2,000 events stored in non-volatile, flash memory
Communications	4G LTE CAT-M1/NB-IoT
Data transmission frequency	Configurable, time-stamped, 15 minutes to 7 days
Antenna	External with SMA connector
Power	High capacity, non-rechargeable Lithium thionyl chloride battery pack

Humidity	0 to 90% relative humidity, non-condensing
Dimensions	Cylinder: 3.5 in. H x 4.9 in. D (90 mm H x 125 mm D) Cone: 2 in. H (51mm H)
Submersion	IP68 (suitable for brief submersion)
Temperature	-4° to 149° F (–20° to +65° C)
System diagnostics	Cell Network RSSI, temperature, battery voltage, front panel LED indicators
Weight (fully loaded)	0.458 lbs (0.21 kg)

Learn more about ADS ForeSITE
www.adsenv.com/contact-form/

Call: 800.633.7246
Email: adssales@idexcorp.com

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PRISM™

Proactive Insight for Collection System Management

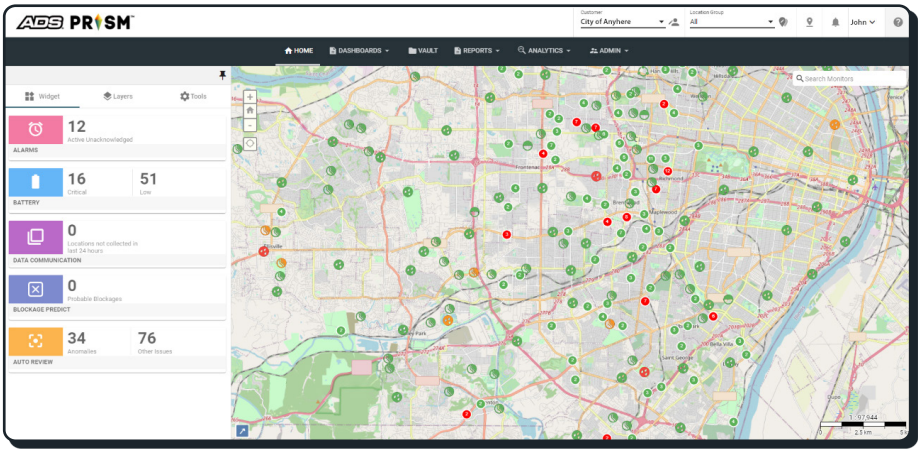
PRISM Transforms Your System Management

PRISM™ is a web application that puts critical data at your fingertips to support management, engineering, and operational decisions within your wastewater collection system. **PRISM** connects clients to an **ADS®** monitoring network, delivering near real-time operational intelligence on the status of your wastewater collection system. It is the fastest and easiest way to visualize the condition of your collection system. It offers dynamic analytical functions to fuel discoveries that will lead to enhanced management of your system.

- **Visualize** sewer system performance through intuitive dashboards and graphical displays
- Transform data into **actionable insight** with powerful analytics
- Ensure timely **performance notifications** with configurable alarms for advance notice of developing problems
- Provides an **easy and transformative** user experience for sewer data management
- **Collaborate for success** by sharing data, reports, and related files among cross-functional groups
- Display the full sewer network by linking **PRISM** to your **GIS Server** to have full control over symbology and visible layers

System Wide Performance at a Glance

Access your data and device status on our cloud-based Collection System Management platform, **PRISM**. The home page provides immediate system insight including a map view reflecting flow, level, and rainfall monitors with location and condition details, leaderboard tiles with system status, and quick access to the data vault as well as specialized reports. The intuitive interface allows you to quickly manage alarms, check collection and device status, generate reports, and link third party data through our self-service API to automate and enhance your specific workflow.



Flow



Level



Rain



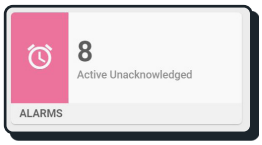
ADS®

www.adsenv.com/prism

Easy, Intuitive, Actionable

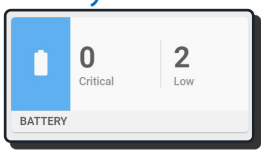
PRISM's dashboard transforms your experience. Get in-depth system analysis that places operational intelligence at your fingertips.

Alarms



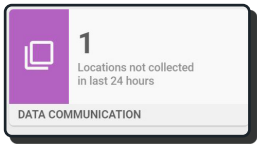
Self manage and review alarms to inform you of events, performance, and data anomalies at flow, level, or rainfall monitoring locations.

Battery Status

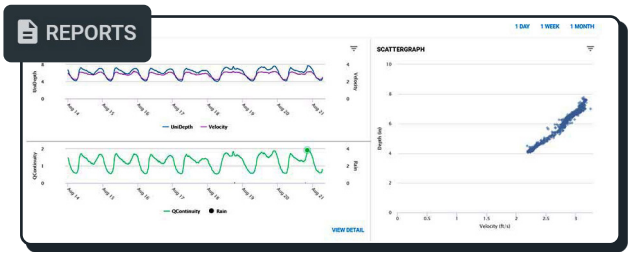


Easy battery status management ensures seamless operation of flow, level, and rainfall monitors.

Data Communication

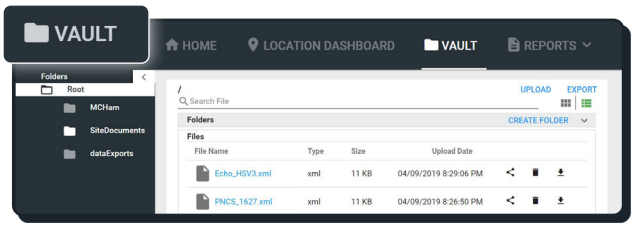


Track monitor communication status to identify any data collection problems that may arise.



Visualizing and Reporting

Graphing and reporting capabilities include side-by-side Hydrograph and Scattergraph comparisons for rapid viewing of each site's status.

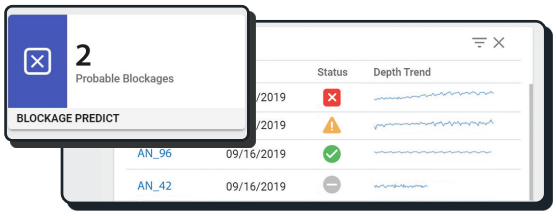


Data Vault

Upload, store, organize, and delete any files pertinent to your project. Share a time-sensitive link of your files with **PRISM** users or non-users.

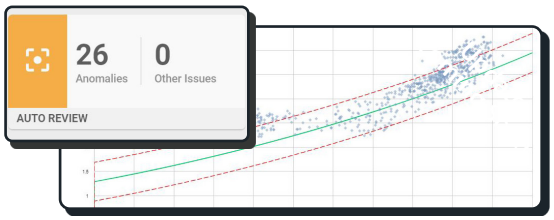
Advanced Features

ADS is introducing new advanced features so you can stay on top of your collection system with in-depth insights and specialized tools. Contact us for demos or to purchase.



blockage PREDICT™

Prevent sewer overflows by coupling flow depth data with smart algorithms to sense developing sewer blockages. This *advanced machine learning* application recognizes flow anomalies and provides advance notifications so you can direct resources in a timely, cost-effective manner to proactively prevent sewer overflows before they become a problem. See www.adsenv.com/blockagePREDICT to learn more.



New Auto Review™ & Advanced Data Editing

Perform quality control operations on your data within **PRISM.** Within the editing interface, eliminate suspicious data from final entity generation and correct errors at will with the ability to add commentary about site conditions. The ability to design custom pipe shapes, create calculation based entities, and edit data is at your fingertips.



New SLiiCER®

Together, **PRISM** and **SLiiCER** provide a powerful set of online engineering tools designed to extract rigorous Dry and Wet Weather Performance measurements from sewer flow and rain data with speed and precision.
See www.adsenv.com/SLiiCER to learn more.

PRISM Links:
https://www.adsprism.com
https://www.adsprism.com/sliicer

Video Tutorials:
www.adsenv.com/video-library/

Talk to a Trained Representative:
T: 800.633.7246
E: adssales@idexcorp.com

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PRISM_04-12-23

www.adsenv.com/rainalert

Rainfall Monitoring System
RAINALERT III™



Overview

Important decisions are made every day regarding sanitary sewer, combined sewer, and storm sewer systems and often require the use of rainfall data. Although these decisions involve significant capital investment and expenditures required to protect public health and the environment, the integrity of rainfall measurements supporting them is often overlooked.

The ADS® ***RainAlert®III™*** is a rainfall monitor that connects to a tipping bucket rain gauge to measure and record rainfall data. The ***RainAlert III*** is simple to install and simple to operate, with flexible configuration options, wireless communications, and alarming to deliver rainfall data when and where you need it.

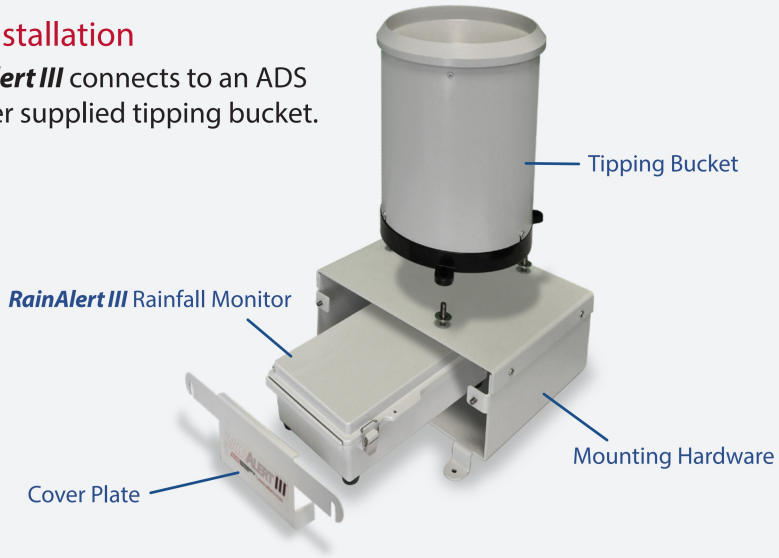
Applications

The ***RainAlert III*** is used to gather rainfall data for use in a variety of applications:

- Rainfall event analysis
- Rainfall alarming
- Infiltration and inflow analysis
- Hydrologic modeling
- CSO and SSO monitoring
- Regulatory compliance

Typical Installation

The ***RainAlert III*** connects to an ADS or customer supplied tipping bucket.



3 Mounting options to suit your needs


ground mount


pole mount


rooftop mount

www.adsenv.com/rainalert

RAINALERT® III
Rainfall Monitor Specifications



Enclosure	Polycarbonate enclosure reinforced with 10% glass fiber resin
	NEMA Type 4X, IP67, and UL Rated
	Access cover includes stainless steel latches and a continuous gasket
	Pressure equalizing vent
Weight	10 lbs (4.54 kg), with battery
Operating Temperature	-4°F to +140°F (-20°C to +60°C)
Mounting	Optional mounting hardware designed for ground, pole mount, or rooftop installation
Resolution	0.01 inch/tip (United States)
	0.1, 0.2, 0.5, 1.0 mm/tip (International)
Dimensions	Height 10.63 in (270 mm) Width 7.09 in (180 mm) Depth 4.53 in (115 mm)



Memory	1MB program memory, 256 KB RAM
	8MB NV flash memory, 32KB NV FRAM
Processor	ARM Cortex M4 microprocessor
Data Storage	700+ days for two stored entities (Rain and Rain Intensity)
Clock	Battery-backed real-time clock module synchronized with wireless carrier
Firmware	Upgrade via remote wireless or local USB connection
Power	Replaceable 9V 60Ah alkaline battery pack or user-provided external power supply (6 to 24V DC, 1A)
Battery Life	Up to 3 years depending on operating temperature, modem power management and frequency/type of communications
Connector	2-Conductor 22 AWG wire provided for connection to tipping bucket
Diagnostics	Wireless communication or USBconnection to the unit through ADS ***Qstart™XML*** software for reading the latest monitor status and performing diagnostics to resolve problems
Antenna	Delivered with an internal ultra-wide band I-BAR type antenna. An SMA connector on the board is available for applications requiring an external antenna
Communications	Third-party, FCC/IC/EC- and carrier-approved wireless modem
	Compatible with all 4G LTE-M networks worldwide with 2G fallback (where available)
	Automatically detects installed SIM upon boot up to determine correct network
	Modem FCCID: R17ME910C1WW
Compatibility	***Qstart™XML***
	PRISM™

Learn more about *RainAlert III*
www.adsenv.com/rainalert

Call: 800.633.7246
Email: adssales@idexcorp.com

ADS®
www.adsenv.com/rainalert

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RAIII 08-09-2023



SLiiCER®

Powerful Tools for Infiltration and Inflow (I/I) Evaluation

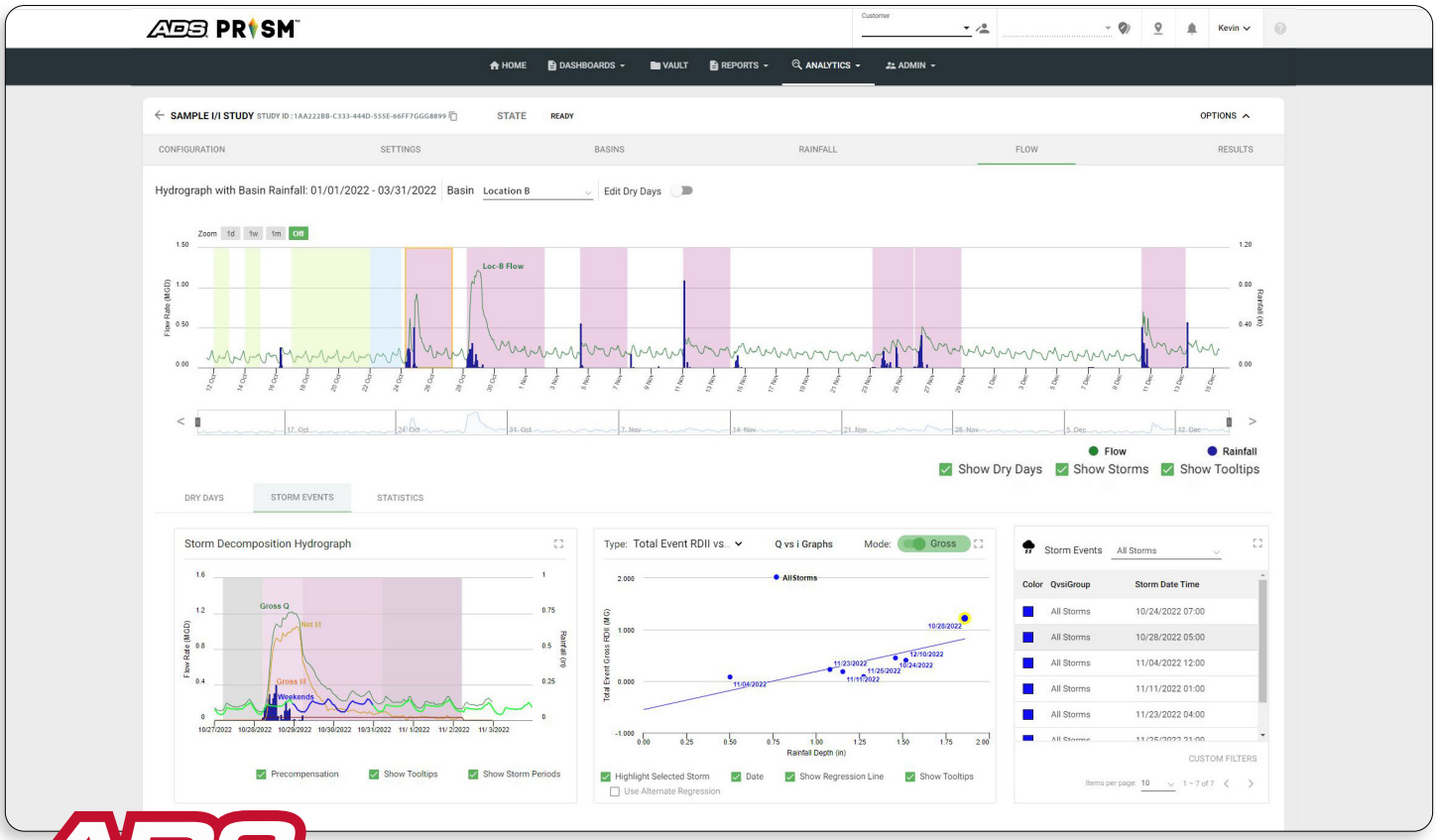
The Future of I/I Analytics

SLiiCER® is the Newest ADS® I/I Analytics App

The new **SLiiCER** in **PRISM™** puts the power and control of your Infiltration and Inflow (I/I) studies directly in your hands, providing the industry's most trusted and complete I/I evaluation solution. **SLiiCER** makes it easy to evaluate your entire collection system as a single solution, tracking down I/I to guide rehabilitation programs, eliminate overflows, and validate results. The **SLiiCER** app, as a valuable addition to the ADS **PRISM** platform, leverages the power of seamless data integration, trusted analytics, and flexible reporting in a single, unified platform.

Use SLiiCER to See, Understand, and Act

Make ADS your wet weather expert and partner for I/I removal projects with **SLiiCER**. Collect accurate data for technical assignments that require rigorous and defensible analysis. **SLiiCER** provides you the answers to difficult questions regarding your wastewater collection system performance.



www.adsenv.com/sliicer



Users who benefit from SLiiCER

Municipal Engineers

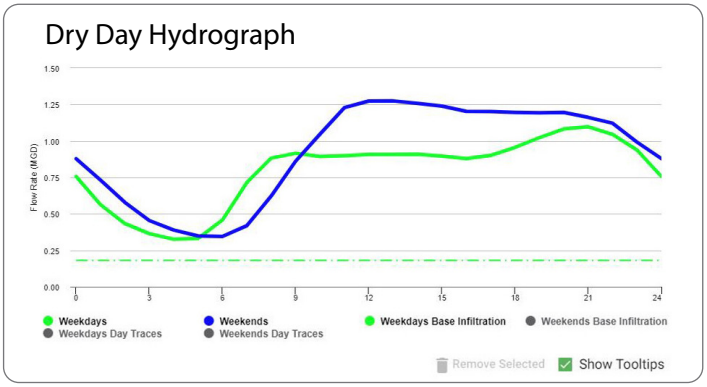
Answer wet weather questions and track sewer performance with **SLiiCER**. Get the answers you need quickly and get back to the rest of your work day.

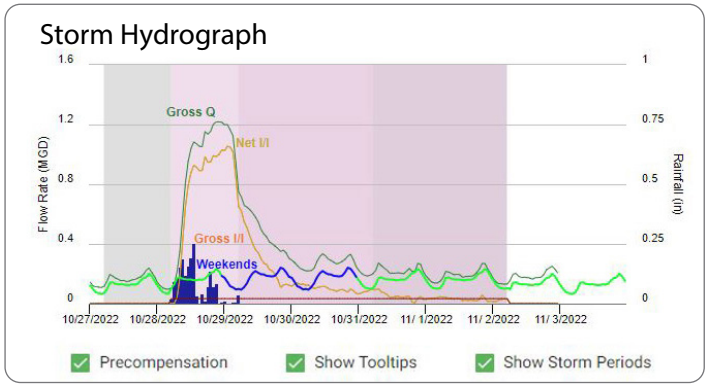
- Understand sewer performance storm-by-storm
- Characterize rainfall return frequencies
- Get results quickly

Consulting Engineers

SLiiCER's powerful analytics keep you focused on engineering tasks with automated, industry-accepted methods that provide a rigorous and defensible analysis.

- Vary assumptions, visualize results, and apply engineering judgment
- Take your results with you, and leverage them in reports, presentations, and hydraulic models





Use SLiiCER to gain actionable insight for:

- Rainfall Analysis
- RDII Calculations
- Rainfall Depth-Duration-Frequency (DDF)
- Storm-by-Storm RDII
- System-wide RDII
- Q vs. i Relationships
- Seasons and Regimes

Learn About PRISM:
www.adsenv.com/prism

Learn About SLiiCER
www.adsenv.com/sliicer

Call: 800.633.7246
Email: adssales@idexcorp.com

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Specifications subject to change without notice.

FlowSIGHT Rapid Sewer Screening

A Programmatic Approach to Large Diameter Sewer Screening

Assets should be prioritized based on criticality. Interceptor sewers are critical and require more monitoring than others. But at what cost? Using ADS's Innovative Screening Technology and turnkey field services this end-to-end, Data-as-a Service (DaaS) solution enables municipalities to routinely monitor the health of these assets without breaking the bank. Obtain actionable data including:

- Characteristics
- Conditions
- Capacity
- Rate of change



State-of-the-art Technology

ADS's Sewer Scout data collection devices are designed for hard-to access large diameter [15 - 150 in. (381 - 3810 mm)] gravity fed sewers. These Sewer

Scouts are remotely deployed through standard manholes and freely released into the flow. They capture High Definition 360° video of the exposed part of the sewer pipe.

The data collected is then segmented and geoprocessed to locate the video within a pipe. The geolocated video is then screened and coded, using AI technology as a co-pilot, to identify the characteristics, condition, and capacity of the pipe.

Screening Level Assessments (SLA) VS Diagnostic (PACP)

The FlowSIGHT program supports SLAs over more costly diagnostic methods for gathering

	Cost	Inspection Rate	Deliverable Timeline
ADS FlowSIGHT	✓ Low	✓ High	✓ Days
Conventional CCTV	✗ High	✗ Low	✗ Weeks

www.adsenv.com

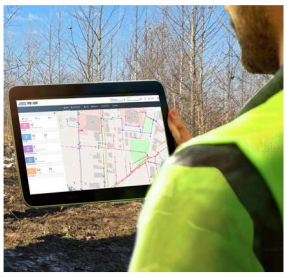
FlowSIGHT by subterra

FlowSIGHT is a fully managed solution, no need to learn new hardware or software.



Deploy & Collect

ADS deploys untethered, free-floating Scouts in critical sewers to collect vital data.



Screen & Report

Data is screened for critical defects and inventory reconciliation that are reported back to the asset owner.



Compare & Prioritize

Repeat deployments are compared to measure change and assist in more informed decision-making process and prioritization.

Screen Results

ADS Screening Level Assessments (SLAs) are changing the game. With Subterra SewerScouts™ and FlowSIGHT™ DaaS, you can:

- ✓ Quickly assess large, sewer networks
- ✓ Reach areas traditional inspection tools can't
- ✓ Gain visual insights and actionable reports
- ✓ Update GIS records with ease
- ✓ Revise risk scores
- ✓ Prioritize repairs and optimize your team's workload



About ADS

ADS has been serving the water & wastewater industry for almost five decades and is the largest field service company in the municipal collection system business. With over 30 field offices across the US and Canada, our field teams are likely close to your project location. The FlowSIGHT program is the latest in a long line of innovations that ADS has introduced to the municipal wastewater market.

Learn more about ADS
https://www.adsenv.com

Call: 800.633.7246
Email: adssales@idexcorp.com

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Specifications subject to change without notice.

4.03 Warranty, Returns, Alterations to Equipment

A. All new products manufactured by ADS will be free from defects in material and workmanship for up to one (1) year following the date of shipment from ADS, except that ADS ECHOTM monitors will be free from defects in material and workmanship for two (2) years following date of shipment from ADS. During this warranty period, upon satisfactory proof of a defect, the product may be returned for repair or replacement, at ADS' sole option. Warranty repairs and replacements will be performed only by ADS or its authorized representative. Any unauthorized repair or replacement, use, installation or incorporation of unauthorized parts or accessories, including without limitation opening up a monitor, will void this product warranty. Warranty for ADS products covers repair or replacement, at the discretion of ADS, if the product is found to be defective due to faulty materials, workmanship, or function within the warranty period and will not extend the original product warranty period. No product may be returned without Seller permission and authorization. This warranty is available to the Client as the original purchaser of the product and only if it has been installed, operated, and maintained in accordance with ADS' standards. This warranty does not apply to damage by catastrophes of nature, fire, explosion, acts of God (including, but not limited to, lightning damage and power surges), accidents, improper use or service, damage during transportation, or other similar causes beyond ADS' control. ADS expressly disclaims any and all implied warranties, including, but not limited to any warranty for fitness for a particular purpose. The cost of shipping the equipment from Buyer's facility back to Seller shall be paid by the Buyer.

B. To the extent allowed by law, ADS hereby expressly excludes any warranty for design defect. While products manufactured by ADS are designed and manufactured to meet published specifications, ADS may from time to time improve products currently in the market. However, purchased hardware manufactured to a previous design will be replaced or upgraded at ADS' discretion.

C. Authorization must be obtained from ADS prior to return of any items, including those for repair. Client's right to repair or replacement is governed by the items in this Article 4.03. Issuance of credit for returned items shall be made at ADS' discretion upon Client's request. All returns accepted by ADS may be subject to a restocking fee.

D. It is understood and agreed that any modification or alteration to purchased equipment by Client, other than that specifically authorized by this Agreement or by ADS, shall VOID AND NULLIFY, in its entirety, all warranty conditions as set forth herein.

Excerpt from ADS LLC TERMS AND CONDITIONS EQUIPMENT AND/OR PROFESSIONAL OR TECHNICAL SERVICES AGREEMENT on https://www.adsenv.com/termsconditions/, 3.25.2026

Reference Projects with Similar Scope

A Sampling of Recent Nearby Projects Being Performed from South Region Offices. All projects listed below are on budget, on schedule and over 95% data uptime.

Municipality	Point of Contact	Time Frame	Scope
Nashville Metro Water Services Engineering Department 1600 Second Avenue North Nashville, TN 37208	Mr. Fadi Khayatt, Project Manager (615) 862-4909 Fadi.Khayatt@nashville.gov	1990 to Present Ongoing	Permanent Flow Monitoring ▪ 85 Flow Monitors /19 Rain Gauges ▪ 25 Roving Temporary Flow Monitors ▪ >700 Temporary Flow Monitors over the course of the project ▪ Field Service & Data Analysis ▪ I/I and Capacity Analysis ▪ PRISM Internet hosted Data ▪ Billing Metering
City of Franklin,TN Water Management 109 3rd Avenue South Franklin, TN 37064 615.791.3217	Mr. Brian Goodwin. P.E Assistant Director of Water Management brian.goodwin@franklintn.gov	2000 To Present	Permanent Flow Monitoring ▪ 17 Flow Monitors / 6 Rain Gauges ▪ 6-7 Temporary Flow Monitors per year ▪ Field Service & Data Analysis ▪ PRISM Internet hosted Data
Murfreesboro, City of 220 NW Broad Street Murfreesboro, TN 37133 (Murfreesboro Water Resources Department - MWRD)	Ms. Valerie Smith, P.E Director of Engineering & Compliance. (615) 848-3200 vsmith@murfreesborotn.gov	1993 to Present Ongoing	Permanent Flow Monitoring ▪ 18 Flow Monitors / 6 Rain Gauges ▪ 10-20 Temporary Flow Monitors per year ▪ Field Service & Data Analysis ▪ I/I and Capacity Analysis ▪ Additional temporary flow monitoring studies and SSES tasks each year to identify point sources for rehabilitation ▪ PRISM Internet hosted Data
Chattanooga, City of 455 Moccasin Bend Rd. Chattanooga, TN 37405	Mr. Matthew Snyder Engineering Manager (423) 757-3026 msnyder@chattanooga.gov	2008 to Present Ongoing	Permanent Flow Monitoring ▪ 60 Flow Monitors / 12 Rain Gauges ▪ 106 Temporary Flow Monitors ▪ Field Service & Data Analysis ▪ PRISM Internet hosted Data ▪ Billing Metering
Knoxville Utilities Board P.O. Box 59017 Knoxville, TN 37950-9017	Mr. Tom Hauck P.E. (865) 558-2106 Thomas.Hauck@kub.org	2012 To Present Ongoing	Permanent Flow Monitoring ▪ 30 Flow Monitors / 8 Rain Gauges ▪ 30 Level Alarm Sites ▪ Field Service & Data Analysis ▪ 46 Temporary Flow Monitors ▪ I/I and Capacity Analysis ▪ PRISM Internet hosted Data
Brentwood, City of, Water Services 1750 Gen. Geo. Patton Drive Brentwood, TN 37024	Mr. Drew Muirhead, P.E. Assistant Director of Water Services (615) 371-0080 muirheadd@brentwood-tn.org	2007 to Present Ongoing	Permanent Flow Monitoring ▪ 6 Flow Monitors / 1 Rain Gauge ▪ Field Service & Data Analysis ▪ Temporary Flow Monitoring – various projects with as many as 15 Flow Monitors and 4 Rain Gauges, Data Analysis, I/I and Capacity Analysis. ▪ PRISM Internet hosted Data

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2026-010

THE CONTENTS OF THE CITY OF FRANKLIN, TENNESSEE PROCUREMENT AWARD MADE PURSUANT TO THE CITY'S PROCUREMENT SOLICITION REFERENCED ABOVE, AND SOME OR ALL INFORMATION THAT MAY BE OBTAINED IN THE COURSE OF ITS PERFORMANCE, MAY INCLUDE HIGHLY CONFIDENTIAL INFORMATION THAT MAY SUBJECT ANYONE DISCLOSING SUCH INFORMATION TO CIVIL AND CRIMINAL PENALTIES IMPOSED BY LOCAL, STATE AND FEDERAL LAW.

The successful Vendor must necessarily be granted access to public and private information that may be confidential under the Tennessee Open Records Law and other privacy laws.

CONFIDENTIAL INFORMATION

As a result of the procurement award, the parties may provide each other with Confidential Information. For the purposes of this Notice, "Confidential Information" is any information disclosed or discovered in written, graphic, verbal, or machine-recognizable form, whether or not clearly marked, designated, labeled or identified as such. Notwithstanding any other provisions of this Notice, Confidential Information shall not include any information that:

1. is or becomes publicly known through no wrongful act of the receiving party;
2. is already known to the receiving party without restriction when it is disclosed;
3. is, or subsequently becomes, rightfully and without breach of this Notice, in the receiving party's possession without any obligation restricting disclosure;
4. is independently developed by the receiving party without breach of this Notice;
5. is explicitly approved for release by written authorization of the disclosing party; or
6. is required to be disclosed under state or federal law.

Each party agrees to:

1. maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by state or federal law or by a court of competent jurisdiction;
2. restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information;
3. take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing and requiring written acknowledgements from its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and
4. use such Confidential Information only in furtherance of the performance of this Notice.

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2026-010

Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the Vendor to use the Confidential Information in the manner and to the extent permitted by the scope of work. Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of Vendor's intentional, negligent, inadvertent or unintentional release of City documents or information.

PRESERVATION OF CITY'S PROPRIETARY RIGHTS, RIGHTS OF THIRD PARTIES

The City, including its contractors, agents, employees and any third party manufacturers of any equipment, and the copyright owner of any Non-Vendor Software shall own and retain all of their respective Proprietary Rights in any Equipment and Software. Nothing in this Notice is intended to restrict the Proprietary Rights of Vendor, any copyright owner of Non-Vendor Software, or any third party manufacturer of equipment. All intellectual property developed, originated, or prepared by Vendor in connection with providing to City consulting services in connection with the evaluation of the City's equipment, software, or related systems and services remain vested exclusively in City, and this Notice does not grant to Vendor any shared development rights of intellectual property. Exclusive title to all data input, generated by or transferred into or out of the City's system by City shall remain vested in City.

Nothing in this Notice will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Vendor's Proprietary Rights. City agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

I HAVE READ THE ABOVE TERMS, UNDERSTAND THEM AND AGREE TO ABIDE BY THEM UNDER PENALTY OF LAW.

SO ACKNOWLEDGED:

Tony Yang (Mar 25, 2026 17:20:53 CDT)

Signature of authorized representative of Vendor

03/25/2026

Date

Employee's signature

(to be signed by each employee at the time of commencement of services)

Date

Affidavit of Title VI Compliance

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of Alabama)
) SS
County of Madison)

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

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

(signature of Affiant) Director of Finance (title of Affiant)

Sworn and subscribed to before me this 25 day of March, 2026

(Notary Public) My Commission Expires: April 28, 2026

STATE OF ALABAMA NOTARY PUBLIC KATHERINE LYNN MCAULEY My Commission Expires April 28, 2026

Form revised 10/30/2012 **Submitted in response to City of Franklin Purchasing Office Solicitation No. 2026-010**

Affidavit of Non-Collusion

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

City of Franklin, Tennessee

State of Alabama)

County of Madison) SS

)

Affiant, Tony Yang, deposes and makes oath that:

(printed name of person signing Affidavit)

1. He or she is the Director of Finance of

(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

ADS LLC,

(legal name of entity submitting bid or proposal)

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

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

(signature of Affiant) Director of Finance (title of Affiant)

Sworn and subscribed to before me this 25 day of March, 2026

Katherine Lynn McAuley (Notary Public) My Commission Expires: April 28, 2026

STATE OF ALABAMA NOTARY PUBLIC
KATHERINE LYNN MCAULEY
My Commission Expires
April 28, 2026

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2026-010)

City of Franklin, Tennessee

ETHICS STATEMENT AND ACKNOWLEDGEMENT FORM

(Complete and return this form simultaneously with Proposal)

The undersigned firm, by signing and submitting this Ethics Statement and Acknowledgement Form, certifies and represents to the City of Franklin that the firm:

1. has not offered, conferred or agreed to confer any pecuniary benefit (as defined by section 47-18-104 of Tennessee Code Annotated) or any other thing of value as consideration for the receipt of information or any special treatment of advantage relating to City of Franklin Procurement Solicitation No. **2026-010**;
2. has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning City of Franklin Procurement Solicitation No. **2026-010**;
3. has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Franklin concerning City of Franklin Procurement Solicitation No. **2026-010** on the basis of any consideration not authorized by law;
4. has not received any information not available to other firms so as to give the undersigned a preferential advantage with respect to City of Franklin Procurement Solicitation No. **2026-010**;
5. has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that the firm will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the City of Franklin in return for the person having exercised their person's official discretion, power or duty with respect to City of Franklin Procurement Solicitation No. **2026-010**;
6. has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the City of Franklin in connection with information regarding City of Franklin Procurement Solicitation No. **2026-010**, the submission of its response, any award made by the City pursuant to City of Franklin Procurement Solicitation No. **2026-010**, or the execution and/or performance pursuant to any award made by the City pursuant to City of Franklin Procurement Solicitation No. **2026-010**.

THE FIRM SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF FRANKLIN, ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDING, COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF FIRM OR ANY AGENT OR EMPLOYEE OF FIRM IN THE EXECUTION AND/OR PERFORMANCE OF ANY AWARD MADE BY THE CITY PURSUANT TO CITY OF FRANKLIN PROCUREMENT SOLICITATION NO. 2026-010.

I have read all the requirements of City of Franklin Procurement Solicitation No. **2026-010** and do hereby certify that all items submitted meet the City's requirements.

COMPANY: ADS LLC

AGENT NAME: Tony Yang

AGENT SIGNATURE: _____

STREET ADDRESS: 340 The Bridge Street Suite 204

CITY: Huntsville

STATE: AL ZIP CODE: 35806

TELEPHONE: 205-645-7301 EMAIL: xyang1@idexcorp.com

FEDERAL ID#: 80-0355805

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND SUBMITTED SIMULTANEOUS WITH THE PROPOSAL

Affidavit of Drug-Free Workplace

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of Alabama)
) SS
County of Madison)

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

1. He or she is the Director of Finance of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
ADS LLC,
(legal name of entity submitting bid or proposal)
the Bidder or Proposer who has submitted the attached bid or proposal;

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

OPTION 1 (mark here [X]):

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

OPTION 2 (mark here [ ]):

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

AND:

7. This Affidavit is made on personal knowledge.

(signature of Affiant) Director of Finance (title of Affiant)

Sworn and subscribed to before me this 25 day of March, 2026

(Notary Public) My Commission Expires: April 28, 2026

KATHERINE LYNN MCAULEY
My Commission Expires
April 28, 2026

Form revised 5/30/2023 **Submitted in response to City of Franklin Purchasing Office Solicitation No. 2026 - 010**

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions
City of Franklin, Tennessee

1. Assignment. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party.

2. Successors. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

3. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply.

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

5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of City:	In the case of Vendor:
City of Franklin	ADS LLC
Attn: Purchasing Manager	Mr. Tom Reese
Re: City of Franklin Contract No. 2026-0195	
Franklin City Hall	340 The Bridge Street,
109 3rd Ave. South	Suite 204
Franklin, TN 37064	Huntsville, AL 35806
E-mail: purchasing@franklintn.gov	greese@idexcorp.com

6. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by City's users of the System; all rights to that data (including derivative or hidden data such as metadata)

shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) City's failure to disclose such documents or information required to be disclosed by law, or (ii) City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that City impleads Vendor and Vendor assumes control over that claim.

7. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.

8. AI System. Definition of AI System. The parties define "artificial intelligence" or "AI" to be a machine-based system that can, for a given set of human-defined objectives, make predictions, recommendations, or decisions influencing real or virtual environments. AI systems use machine- and human-based inputs to perceive real and virtual environments; abstract such perceptions into models through analysis in an automated manner; and use model inference to formulate options for information or action.

a. The parties define an "AI system" to be any data system, software, hardware, application, tool, or utility that operates in whole or in part using AI.

b. Guiding Principles. The Contractor shall demonstrate that the AI system and its usage, deployment, and maintenance as it pertains to the services outlined in this agreement do not conflict with the City's AI Policy and Principles therein.

c. Risk Mitigation

i. The Contractor represents that the AI system is suitable for its intended use by the City and has been developed and will perform in a manner that is in compliance with all applicable laws and regulations.

ii. The Contractor shall maintain, follow, and provide, upon request, a copy of their Risk Management Plan that complies with accepted risk management frameworks, such as the NIST AI Risk Management Framework, ISO 42001, or other AI risk management governance standard.

iii. The Contractor shall work with the City to evaluate and minimize risks posed by the AI system.

d. AI Incident Response. In the event of an AI incident, at the request of the City, the

Contractor shall thoroughly investigate their systems of any suspected AI incident and promptly report findings to the Agency. An "AI incident" is an alleged harm or near harm event to people, property, reputation, technical integrity of the environment where an AI system is implicated. Examples of AI incidents include providing false information, copyright infringement, generating harmful bias, system misuse, exposure of sensitive information, and liability risk.

e. Remediation. At the City's request, the Contractor will immediately discontinue the use of any AI system involved in providing services to the City. If the City, in its sole discretion, determines that the AI system is in violation of one or more of the requirements stated herein or that the Contractor does not promptly resolve an AI incident, or that the system does not adequately supports the City's commitment to the City's AI Policy and Principles, then the City will provide the Contractor with notice that they have thirty (30) calendar days to promptly assess and resolve the issue. Potential methods to address such issues include, without limitation, changing the behavior of the AI system or subsystem; supplementing the system or subsystem to achieve the necessary outcomes; replacing the system with a non-AI system that meets the City's needs; or limiting the function of the AI system or subsystem. After thirty (30) calendar days, the Contractor must provide evidence that the AI system is adequately fixed and ready for re-deployment, or that the AI system is not suitable for use.

f. Requirements for Contractors AI System(s). To the extent permissible by law, the Contractor shall adhere to the following requirements in the course of doing business with or for the City:

i. Updates: Contractor shall provide prior notice for system upgrades that substantially impact the services provided to the City. Example of a substantial impact includes but is not limited to changes to: sensitive or protected information used in the system, compatibility with the City's other systems, or decisions that impact the rights or safety of individuals. In the event of a change with a substantial impact, Contractor will provide the City opportunity to stay on the existing system version at the City's request. Any updates made to the AI system that render the AI system unserviceable to the City to provide services defined in the agreement as determined by the City may be cause for termination by the City.

ii. Data portability: At the City's request, and at no additional cost, the Contractor shall provide all data owned by the City in a format that is easily usable by the City and, to the extent technically feasible, in a structured, commonly used, machine-readable format. The Contractor is not obligated to provide such data more than twice in a 12-month period.

iii. Authorized use: Data owned by the City cannot be used for other commercial applications without written consent from the City.

iv. Data rights: Data owned by the City that contains sensitive or protected information must be able to be deleted, edited, or anonymized at the request of the City or the data subject.

v. Performance: Provide the City or entity working on behalf of the City with the means to monitor the performance, including the accuracy, of the AI system it uses and report this accuracy to the City. This may include, but is not limited to, the false positive rate,

the false negative rate, the true positive rate, the average percentage error, the mean-squared error, and human judgement scores.

vi. Algorithmic bias: Contractor will provide the City with evidence that demonstrates that bias present in the AI system is effectively managed for the context in which it will be deployed. Contractor shall provide information describing in detail how bias is assessed.

vii. Human oversight: Provide the City the means for a human to evaluate and override outputs of the AI system. The human evaluator must be able to override the outputs of the AI system and take precedence over all outputs.

viii. Explainability: Provide the City with an explanation of how the AI system generates outputs, including what factors influence the system's decisions, rule-based logic, training data sources, and probability-based decisions. The City holds the right to communicate its general usage of the AI system and explain its decision-making processes to the public.

ix. Notice: If required by the City, provide written notice of the usage of the AI system to data subjects and/or end-users, preferably at the point of service.

x. Process: Contractor shall comply with existing local, state, and federal law for data access and decision appeals related to the use or operation of the system.

xi. Ongoing Monitoring: Contractor shall regularly monitor the performance of the AI system to detect and rectify system behavior that violates any of the requirements in this section. Contractor shall promptly communicate the discovery of system behavior that violates any of the requirements in this section to the City, including the potential impact to services.

xii. Training: Ensure that appropriate training is available to City staff who may operate the AI system, which may include how to:

1. Protect sensitive or personal information;
2. Mitigate harmful algorithmic bias;
3. Promote optimal performance;
4. Report system errors; and
5. Maintain service delivery if the AI system fails, to the extent possible.

xiii. Auditing: The City retains the right to observe, assess, or audit any relevant work processes, services, or documents in the course of doing business with the City to confirm that the Contractor (and any relevant sub-contractors) is complying with this Policy. Contractor shall provide access to information, documentation, and personnel required to complete this audit at no additional cost to the City.

9. Data Governance. For the purposes of this Agreement, "City Data" includes, but is not limited to, all information, records, databases, documents, materials, or any other data provided by the City, collected or accessed by the Contractor on behalf of the City, or generated in the performance of services under this Agreement. This includes confidential, sensitive, personal, operational, or proprietary information, regardless of format or medium. The City retains exclusive ownership of all City Data. The Contractor shall not claim any right, title, or interest

in City Data, and any use of City Data by the Contractor shall be limited strictly to the purposes outlined in this Agreement. The Contractor is expressly prohibited from accessing, using, disclosing, distributing, selling, or licensing City Data for any unauthorized purpose, including for its own benefit or the benefit of third parties. The Contractor shall implement and maintain comprehensive, industry-standard security measures to safeguard City Data against unauthorized access, loss, theft, alteration, or misuse. These measures shall include, at a minimum, encryption, access controls, monitoring, and regular security audits. The Contractor shall not transfer City Data outside of approved systems, networks, or jurisdictions without the City's prior written consent. In the event of a suspected or confirmed breach or unauthorized use of City Data, the Contractor shall immediately notify the City within twenty-four (24) hours of discovery and provide a detailed written report within two (2) business days. The Contractor shall cooperate fully with the City to contain, mitigate, and investigate the incident, including providing access to all relevant systems and records. Upon the City's request, the Contractor shall securely return all City Data to the City and permanently delete all copies from its systems and those of its subcontractors or affiliates. The Contractor shall certify in writing that the destruction is complete and irreversible. The Contractor shall comply with all applicable laws, regulations, and City policies governing the handling of City Data. The Contractor agrees to indemnify, defend, and hold the City harmless against any claims, damages, liabilities, fines, or penalties arising from the Contractor's breach of this clause or improper handling of City Data. This clause shall survive the expiration or termination of this Agreement.

10. Arbitration/Mediation. Neither arbitration nor mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply. Neither arbitration nor mediation shall be binding.

11. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

12. 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.

13. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

14. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will, to the extent of such conflict, take precedence unless such document expressly states that it is

amending these Standard Procurement Terms and Conditions pursuant to the "Amendment" section below.

15. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, City of Franklin and individual, on or off duty, officers, and employees of City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of City of Franklin.

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

17. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

18. Termination. Unless City has indicated otherwise in the contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by Vendor, City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by City, Vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

19. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under the "Severability" section above, and may also have such other remedies as it may be entitled to in law or in equity.

20. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, and does not cure such failure within at least fourteen (14) days from notice by City of same, then City (i) may cancel the contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from Vendor that submitted the next lowest and best responsive and responsible bid, or Vendor that submitted the next best proposal, if that Vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to City in compliance with its then current purchasing policy; and (iv) may hold the defaulting Vendor liable for all damages provided by law, including cost of cover.

21. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions.

22. Amendment. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section title and signed by an authorized representative of each party.

23. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2026-0195)

Attachment No. 3

CERTIFICATE(S) OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
May 6, 2026	MARSH USA LLC	CN1028000094-ADS-ADS-26-27	City of Franklin, TN	Commercial General Liability	01/01/20027
May 6, 2026	MARSH USA LLC	CN1028000094-ADS-ADS-26-27	City of Franklin, TN	Workers Compensation and Employers' Liability	01/01/2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/06/2026

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

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

PRODUCER
MARSH USA LLC.
155 N. WACKER, SUITE 1200
CHICAGO, IL 60661

CN102800094-ADS-ADS-26-27

CONTACT NAME: Marsh | Business & Client Services
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: Chicago.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : N/A	N/A
INSURER C : Liberty Insurance Corporation	42404
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ADS LLC
340 The Bridge Street, Suite 204
Huntsville, AL 35806

COVERAGES **CERTIFICATE NUMBER:** CHI-009523301-28 **REVISION NUMBER:** 11

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	TB2-681-004088-756	01/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AS2-681-004088-776	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA7-68D-004088-516 (AOS) WC7-681-004088-016 (WI)	01/01/2026 01/01/2026	01/01/2027 01/01/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

City of Franklin, TN is included as Additional Insured with respect to General Liability coverages as required by written contract, subject to policy terms and conditions. General Liability is Primary and Non-Contributory over any existing insurance and limited to liability arising out of the operations of the Named Insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract with respect to General Liability and Workers' Compensation.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of Alabama)
) SS
County of Madison)

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

1. He or she is the Assistant Secretary of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
ADS LLC,
(legal name of entity submitting bid or proposal)
the Bidder or Proposer who has submitted the attached bid or proposal;

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

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

4. This Agreement is made on personal knowledge.

(signature of person whose printed name appears above)

Assistant Secretary
(title of person whose printed name appears above)

Sworn and subscribed to before me this 30th day of April, 20 26

Charlette Foster
(Notary Public)

My Commission Expires: 7-25-29

STATE OF ALABAMA NOTARY PUBLIC
CHARLETTE R. FOSTER
My Commission Expires
July 25, 2029

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2026-010)

Form revised 12/12/2016

City of Franklin

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

File #: 26-0502

DATE: 6/9/2026

TO: Board of Mayor and Aldermen

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

SUBJECT:

Consideration Of Resolution 2026-36, A Resolution Approving A Revised Development Plan For Tuck Away PUD Subdivision With 2 Modifications Of Development Standards (Sidewalks), For The Property Located West Of Lewisburg Pike And South Of Bowman Road, Located At 1190 Lewisburg Pike. Establishing A Public Hearing On July 14, 2026
FMPC 5/28/26, 8-0 (MOS 2: 8-0 with conditions; MOS 3: 8-0 with conditions)

PURPOSE:

PROJECT INFORMATION
COF Project Number: 9114
Applicant: Greg Gamble, Kimley-Horn
Owner: Fellowship Bible Church, William Koellein, Rep.

BACKGROUND/STAFF COMMENTS:
The applicant has submitted a revision to the Tuck Away PUD Subdivision Development Plan that includes two Modification of Standards requests for required sidewalk connections. The previous revision to the development plan permitted the development of a church campus on the property with the existing house to remain and be used as administrative office space, with the rest of the development occurring behind the existing building. The Tuck Away PUD also has an approved MOS for the removal of the required cross access connection to the southern parcel. The plan remains in line with the recommendations of Envision Franklin. No new square footage or additional entitlements are being requested with this revision, so there is not an accompanying rezoning application. There is a reference in the plans to a MOS #2 request for deferral of the northern cross access connection until Phase 3 of the plan. Staff has determined that MOS #2 is no longer needed, and the applicant has requested to remove this MOS from consideration. As such, in this staff report and the accompanying resolution, MOS #3 in the plans is referred to as MOS #2 and MOS #4 in the plans is referred to as MOS #3 (with MOS #1 being the previously approved request).

MODIFICATION OF STANDARDS:

MOS #2: Request to allow required pedestrian connection to front door only and to permit alternate materials, such as mulch, for the internal sidewalk. Sidewalk construction to be deferred until the installation of the sidewalk along Lewisburg Pike.

The applicant is requesting to allow the required pedestrian connection to front door only and to permit alternate materials, such as mulch, for the internal sidewalk. Sidewalk construction to be deferred until the installation of the sidewalk along Lewisburg Pike. Section 9.6.1(B)(1) requires a sidewalk connection to be provided between each building main entrance the nearest street or internal drive. Sidewalks are defined as a "paved path for pedestrians," so any alternate material such as mulch or gravel would not be considered a sidewalk. Installation of a mulch path is not an acceptable substitute for a sidewalk, either for ADA accessibility or for compliance with City of Franklin development standards. Any deferral for construction of a required sidewalk should be understood to be for a sidewalk as defined by the Zoning Ordinance. In the event a sidewalk requirement is waived, a mulch path may be installed in its place, but cannot be considered as a sidewalk for the purpose of national code compliance or City of Franklin development standards. There is also not a regulatory system or mechanism in place for deferral of construction of the sidewalk, except through the next Modification of Standard request (which staff is also recommending disapproval).

Staff recommends disapproval of MOS #2.

MOS #3: Request to defer construction of the required sidewalk along Lewisburg Pike until such time that Lewisburg Pike is widened, or for a period of ten (10) years, whichever occurs first.

The applicant is requesting to defer construction of the required sidewalk along Lewisburg Pike until such time that Lewisburg Pike is widened, or for a period of ten (10) years, whichever occurs first. Sidewalk construction along the frontage of developing properties is intended to be met by the developing property owner at the time of their development except in limited circumstances where fees-in-lieu may be applied. The Franklin Zoning Ordinance states that fees-in-lieu of a required public sidewalks may occur only when "the timing of the installation of the sidewalk would result in its removal shortly thereafter due to a fully-funded street widening, streetscape project, or other capital improvement project." Lewisburg Pike along the frontage of this property does not meet this criteria. Additionally, it is not clear when the 10-year clock is intended to start, or by what mechanism the City would compel the developer to submit plans for and commence construction of the required sidewalk prior to the suggested deadline. In the event that MOS #3 is approved, construction of the sidewalk along the Lewisburg Pike frontage will require the approval of a revised site plan prior to construction.

Staff recommends disapproval of MOS #3.

Because staff is recommending disapproval of both MOS requests as written, we are recommending disapproval of the overall development plan revision.

At the May 28th Planning Commission meeting, the Planning Commission voted to recommend the following amendments to the MOS requests:

MOS#2, moved to approve with the amended conditions that the sidewalk be concrete and that the sidewalk parallel the proposed driveway. Their motion supported the component of the MOS request to defer sidewalk construction until sidewalk along Lewisburg Pike is installed.
MOS #3, moved to approve with the amended condition that applicant enter into a development agreement with the City.

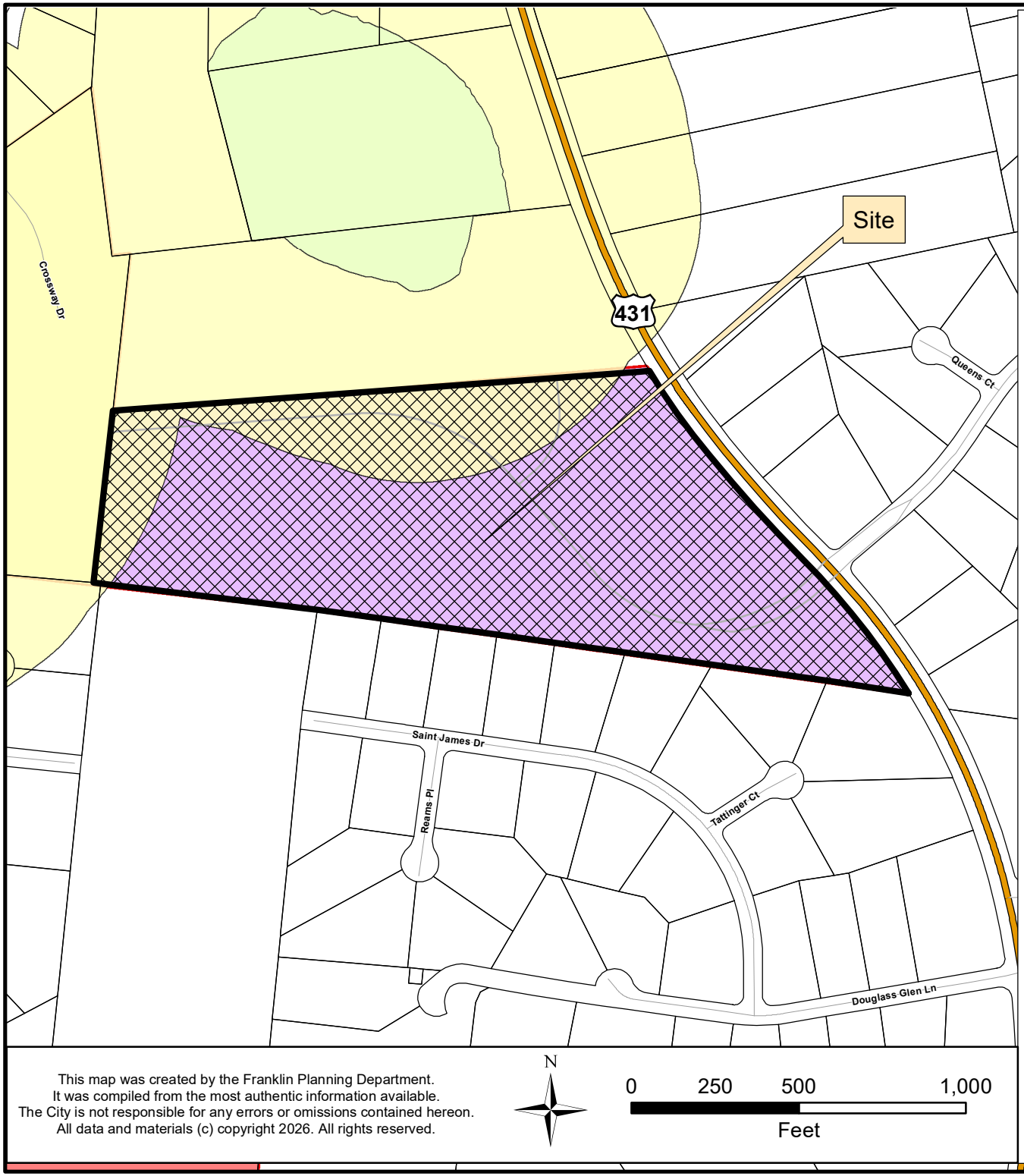
PROCEDURAL REQUIREMENTS:
1. If the plan receives BOMA approval, the applicant shall upload the corrected plan to the online plan review website (https://franklin.contractorsplanroom.com/secure/). All revisions to the approved plans shall be “clouded.” With the resubmittal, each condition of approval/open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

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Franklin Municipal Planning Commission recommends approval of Resolution 2026-36 by a vote of 8-0, including amended recommendations of approval for MOS#2 and MOS #3. (see staff report for amended motions).
Staff recommends that the Board of Mayor and Aldermen deny Resolution 2026-36.



TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
RESOLUTION 2026-36

Project Information
Existing Zoning: Planned (PD 120,000 SF)
Overlays: 500' Buffer of Hillside
Site Acreage: 25.64 acres
Additional Proposed Dwelling Units: None
Additional Proposed Nonresidential SF: None

Legend

- Tuck Away PUD Subdivision
- 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

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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HISTORIC FRANKLIN TENNESSEE

RESOLUTION 2026-36

A RESOLUTION APPROVING A REVISED DEVELOPMENT PLAN FOR TUCK AWAY PUD SUBDIVISION WITH 2 MODIFICATIONS OF DEVELOPMENT STANDARDS (SIDEWALKS), FOR THE PROPERTY LOCATED WEST OF LEWISBURG PIKE AND SOUTH OF BOWMAN ROAD, LOCATED AT 1190 LEWISBURG PIKE

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

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

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

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

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

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

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

WHEREAS, the BOMA originally rezoned the subject Property as part of Ordinance 2020-35 on April 13, 2021, and originally approved a Development Plan for the subject property as part of Resolution 2020-297 on April 13, 2021; and

WHEREAS, in accordance with the provisions of the City of Franklin, Tennessee, Zoning Ordinance, and as required by *Tennessee Code Annotated* § 13-4-310, as amended, the approval of the Development Plan by the BOMA in Resolution 2020-297, initiated a vesting period during which the development standards adopted by the City, and in effect on the date of approval, remain the standards applicable to the approved PUD Development Plan; and

WHEREAS, the property owner is now wishing to revise the Development Plan in a manner that requires BOMA approval pursuant to the requirements of the Franklin Zoning Ordinance Subsection 20.19.4.

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

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

PREMISES CONSIDERED

Map-Parcel	Acres

105 – 28.01	8.43
106 – 8.00	17.21
Total	25.64

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

SECTION III: That the overall entitlements, as amended, for the Tuck Away PUD are as follows:

Entitlements	Tuck Away PUD
Base Zone District	PD 120,000
Other Zoning Overlays	HHO Buffer
Number of Dwelling Units	0
Number of Nonresidential Square Footage	120,000
Number of Hotel Rooms	0
Open Space Requirements	15%
Number of Phases in Development	3
Vested Development Plan Approval	Resolution No. 2020-297 Date of approval: April 13, 2021
Approved Modification of Development Standards	MOS 1 – Remove external street stub connection to southern boundary.
Development Plan Revision Number	2

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

SECTION V: That the following Modifications of Development Standards (MOS) were requested and acted upon by the Board of Mayor and Aldermen, after review and recommendation by the Franklin Municipal Planning Commission:

MOS 2: Request allow required pedestrian connection to front door only and to permit alternate materials in place of paved sidewalk. Sidewalk deferred until installation of sidewalk along Lewisburg Pike. **FMPC moved to approve with the amended conditions that the sidewalk be concrete and that the sidewalk parallel the proposed driveway. Their motion supported the component of the MOS request to defer sidewalk construction until sidewalk along Lewisburg Pike is installed.** Approved: _____ Denied: _____	9.6.1(B)(1) – Sidewalk Connection Sidewalk connections shall be provided between each building main entrance and the nearest street or internal drive. *Staff recommended disapproval.*
MOS 3: Request to defer construction of sidewalk along Lewisburg Pike until such time that Lewisburg Pike is widened, or for a period to ten (10) years, whichever occurs first. **FMPC moved to approve with the amended condition that applicant enter into a development agreement with the City.** Approved: _____ Denied: _____	9.1.1 – Streetscape Standards Sidewalks that comply with Section 9.6 shall be provided along public and private streets and internal drives. *Staff recommended disapproval.*

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

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

ATTEST:

By:_____
Cayce Anderson
City Recorder

CITY OF FRANKLIN, TN:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE: _____4/7/2026_____

BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: ____4/25/2026_____

NEIGHBORHOOD MEETING: ____4/7/2026_____

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

PUBLIC HEARING AND BOMA APPROVAL: _____

COF no: 9114

CONDITIONS OF APPROVAL:

Open Issues: 7 These issues are currently being filtered

Engineering

General Issues

10. MOS #2, 3, 4

lance.fittro@franklintn.gov

Engineering is recommending disapproval of the added MOS request #'s 3 and 4

MOS #2 Project Advisory: Construction of the cross-access drive to the north, whether in conjunction with development of the neighboring property or with the Phase 3 construction added with this submittal of the Development Plan, shall require approval of a revised site plan prior to construction. This advisory should not hinder approval of MOS #2.

MOS #3: Sidewalk Connection (to the public right-of-way) are important for ADA accessibility in emergency situations. Engineering does not recommend elimination or deferral of a concrete sidewalk connection to the public right-of-way as required by the Zoning Ordinance for all new developments. A site plan has been approved which shows sidewalk to be constructed which meets slope requirements for ADA accessibility. Previous discussions in which staff identified the mechanisms by which sidewalk connections could be removed from the plan should not be construed as staff support for their removal.

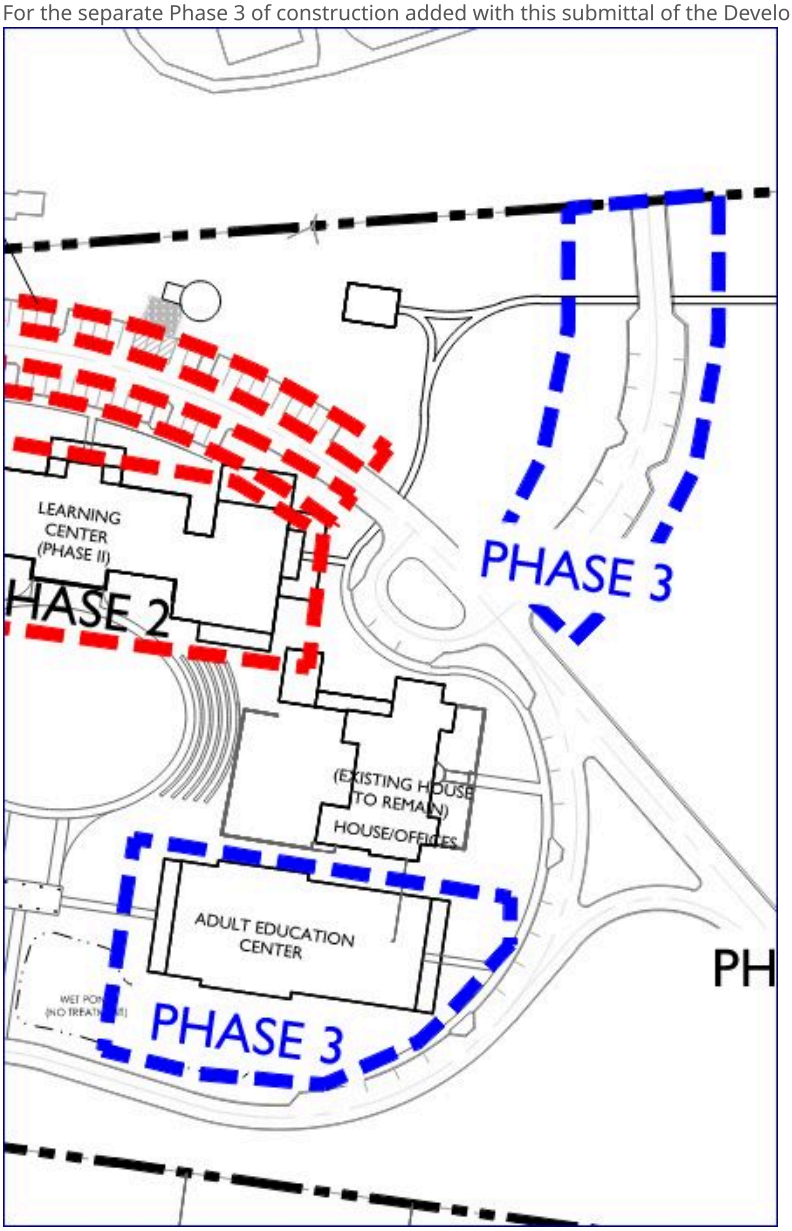
To be clear, a mulch path is not a sidewalk, which is defined by the Zoning Ordinance as "a paved path for pedestrians." Installation of a mulch path is not an acceptable substitute for a sidewalk, either for ADA accessibility or for compliance with City of Franklin development standards. Any deferral or in-lieu fee payments for construction of a required sidewalk should be understood to be for a sidewalk as defined by the Zoning Ordinance. In the event a sidewalk requirement is waived, a mulch path may be installed in its place, but cannot be considered as a sidewalk for the purpose of national code compliance or City of Franklin development standards.

MOS #4: Sidewalk construction along the frontage of developing properties is intended to be met by the developing property owner at the time of their development except in limited circumstances where fees-in-lieu may be applied. It is not clear when the 10-year clock is intended to start (from original date of approval of the Development Plan or from the date of approval of the added MOS #4?), or by what mechanism the City would compel the developer to submit plans for and commence construction of the required sidewalk prior to the suggested deadline.

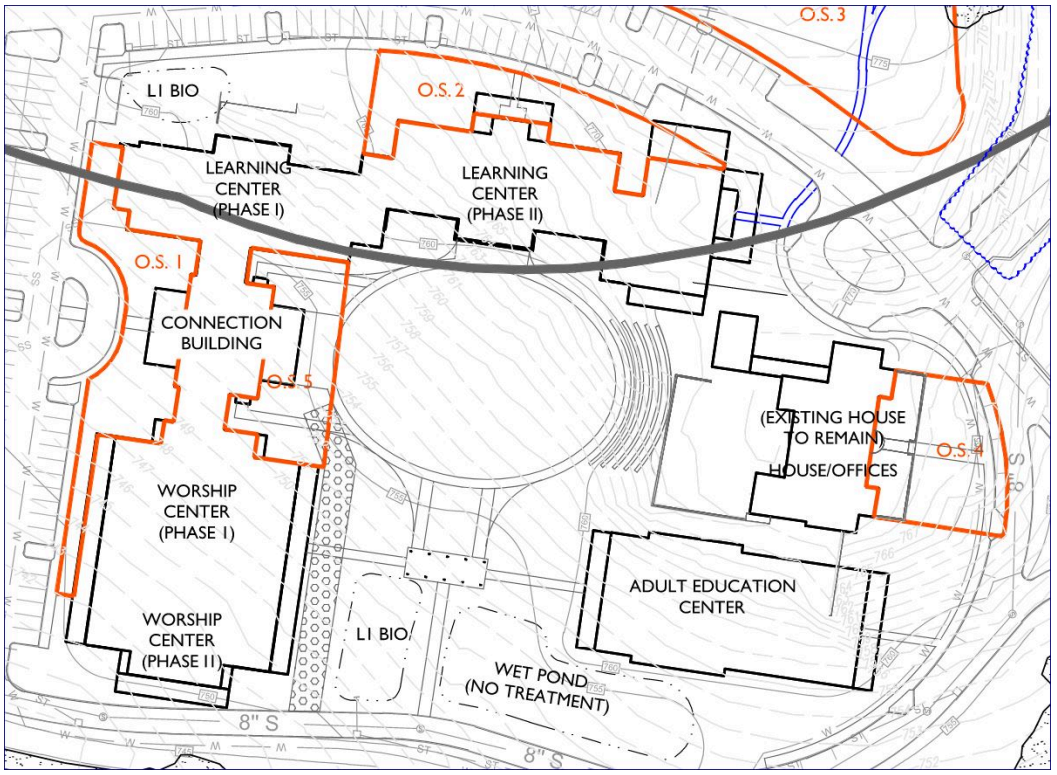
In the event that MOS #4 is approved, construction of the sidewalk along the Lewisburg Pike frontage will require the approval of a revised site plan prior to construction.

13. Phase 3

lance.fittro@franklintn.gov For the separate Phase 3 of construction added with this submittal of the Development Plan:



Applicant shall clearly designate the Adult Education Center as Phase 3 construction on all sheets of the Development Plan. Currently, it remains included in Phase 2 on Sheets C6.0 and A3.02, and not clearly designated as a separate phase on other plan view sheets where Phases I and II of building construction are identified.



Planning

General Issues

5. Security Alert: Fraudulent Invoices

joseph.bryan@franklintn.gov

Please be aware of recent scam emails impersonating local jurisdictions and requesting payment. These messages may reference real projects or staff names. Our jurisdiction will not request payment by unsolicited email or ask for wire transfers. Always verify payment requests and use this portal for official Geocivix (plan review) transactions. Should you have questions about an invoice or payment request, please contact the City of Franklin directly.

ADVISORY COMMENT ONLY WILL NOT AFFECT THE APPROVAL OF YOUR PLAN.

7. Modification of Standards

joseph.bryan@franklintn.gov

After review of the revised language, Staff determined that this MOS is not needed. Applicant shall include the updated phasing and show north cross access road on the plans as part of Phase 3.

8. Modification of Standards

joseph.bryan@franklintn.gov

Staff is not supportive of MOS #3. See additional comments from Engineering in Condition #10. Applicant shall remove this MOS request.

9. Modification of Standards	
joseph.bryan@franklintn.gov	Staff is not supportive of MOS #4. See additional comments from Engineering in Condition #10. Applicant shall remove this MOS request.
14. Applicant information	
joseph.bryan@franklintn.gov	Applicant shall update applicant info/contact info to Kimley-Horn and new email addresses.

TUCK AWAY PUD SUBDIVISION

DEVELOPMENT PLAN, REVISION 2

(FELLOWSHIP BIBLE CHURCH)

PD (120,000 SF)
FRANKLIN, WILLIAMSON, TENNESSEE

SHEET INDEX

C0.0 COVER SHEET
C0.1 APPROVED DEVELOPMENT PLAN
C0.2 MODIFICATION OF STANDARDS

C1.0 EXISTING CONDITIONS
C1.1 EXST. CONDITIONS ENLARGEMENT
C1.2 EXST. CONDITIONS ENLARGEMENT
C1.3 DEMOLITION PLAN

C2.0 DEVELOPMENT PLAN
C2.1 DEV. PLAN ENLARGEMENT
C2.2 DEV. PLAN ENLARGEMENT

C3.0 OVERALL GRADING & DRAINAGE PLAN
C3.1 ENLARGED GRADING & DRAINAGE PLAN

C4.01 ENLARGED ROW & ACCESS PLAN
C4.02 ENLARGED ROW & ACCESS PLAN
C4.21 VEHICLE TRACKING PLAN
C4.22 VEHICLE TRACKING PLAN

C5.0 OVERALL UTILITY PLAN
C5.01 OFFSITE UTILITY PLAN
C5.02 ENLARGED SITE UTILITY PLAN
C5.03 ENLARGED SITE UTILITY PLAN

C6.0 PHASING PLAN

L1.0 TREE PRESERVATION PLAN
L1.1 TREE PRES. ENLARGEMENT
L1.2 TREE PRES. ENLARGEMENT

A3.01 OVERALL EXTERIOR ELEVATIONS - PHASE I
A3.02 OVERALL EXTERIOR ELEVATIONS - PHASE II


PEQUEA ELEMENTARY SCHOOL
RIVER BLUFF
SULLIVAN FARMS
NEW RIVER FELLOWSHIP CHURCH
OAK VALLEY BAPTIST CHURCH
WINSTEAD ELEMENTARY SCHOOL
OAKWOOD ESTATES
SITE
WINDSOR PARK
DURHAM MANOR SUBDIVISION
DOUGLASS GLEN SUBDIVISION
ELLINGTON PARK
LEGACY MIDDLE SCHOOL
OAK VIEW ELEMENTARY SCHOOL
TYNBROOK ACADEMY
BERRY FARMS
Harpeth River
Harpeth River
CR 1070 (OLD HICKORY BLVD)
CR 1070 (OLD HICKORY BLVD)
CR 1070 (OLD HICKORY BLVD)



SITE DATA CHART

PROJECT NAME:	Fellowship Bible Church PUD, REVISION 1
PROJECT NUMBER:	8389
ADDRESS:	1190 LEWISBURG PIKE, FRANKLIN, TN 37064
PARCEL(S):	106 00800
ACREAGE / SF OF SITE:	25.64 AC / 1,116,977 SF
VESTING (IF APPLICABLE):	MARCH 23, 2021 (ORIGINAL BOMA APPROVAL DATE)
CIVIL DISTRICT:	10TH
EXISTING ZONING:	PD (0.71)
PROPOSED ZONING:	PD (120,000 SF)
ZONING OVERLAY:	500' HHO BUFFER
BUILDING TYPES APPLIED:	CIVIC INSTITUTIONAL
FRONTAGE TYPES APPLIED:	YARD/LANDSCAPE FRONTAGE
LOT WIDTH:	N/A
LOT SIZE:	N/A
SETBACKS	
FRONT:	100'
SIDE:	5'
REAR:	20'
PROPOSED USES:	PASSIVE PARKS AND OPEN SPACES CHARITABLE, FRATERNAL, OR SOCIAL ORGANIZATIONS PLACES OF PUBLIC ASSEMBLY OFFICES
PARKING, PROVIDED:	2.5 SEATS PER PARKING SPACE* 1,200 SEATS / 2.5 = 480 PARKING REQUIRED 588 PARKING PROVIDED (ALL SURFACE & IMPERVIOUS) *NUMBER PROVIDED BY COF
BUILDING HEIGHT:	MAX 2 STORIES
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	5%
TREE CANOPY RETENTION ACREAGE:	1.45 AC
OWNER:	JIM CROSS 103 FORREST CROSSING BLVD. FRANKLIN, TN 37064 SUITE 205
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, FRANKLIN, TN 37069 SUITE 145
NUMBER:	(615) 975-5765
EMAIL:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE

KEY

- OPEN SPACE
- PRESERVED TREES

TREE CANOPY RETENTION

OVERALL SITE AREA = 1,116,977 SF (25.64 AC)

EXISTING TREE CANOPY		REMOVED TREE CANOPY		PRESERVED TREE CANOPY	
2.68 AC	116,876 SF	1.25 AC	54,399 SF	1.43 AC	62,477 SF

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY:	116,876 SF; 2.68 AC (10% OF SITE)
REQUIRED CANOPY PRESERVATION:	54% (63,113 SF; 1.45 AC)
PROVIDED CANOPY PRESERVATION:	54% (63,135 SF; 1.45 AC)

OPEN SPACE REQUIREMENT

MINIMUM OPEN SPACE REQUIREMENT: 5%
REQUIRED TOTAL = 55,849 SF

PROVIDED: 57,417 SF TOTAL (5%)

LOT	TYPE	AREA (SF)
OS 1	PLAZA	9,067
OS 2	PLAZA	8,161
OS 3	POCKET PARK	25,197
OS 4	PLAZA	7,904
OS 5	PLAZA	7,088

NOTE: ALL OPEN SPACE LOTS SERVE AS PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENTS

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 1
(FELLOWSHIP BIBLE CHURCH)
Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED TENNESSEE No. 3717 LANDSCAPE ARCHITECT

Revision Date
△ _____
△ _____
△ _____
△ _____

OVERALL DEVELOPMENT PLAN
SHEET
C2.0
COF #8389

PREVIOUSLY APPROVED
DEVELOPMENT PLAN, REVISION 1

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)
Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED TENNESSEE No. 3717 LANDSCAPE ARCHITECT

Revision Date
△ _____
△ _____
△ _____
△ _____

APPROVED DEVELOPMENT PLAN
SHEET
C0.1
COF #9114

Modification #1: Section 9.5.3 Cross Access Between Adjacent Properties (PREVIOUSLY APPROVED, NO CHANGE)

9.5.3 Cross Access Between Adjacent Properties
A. Internal vehicular circulation shall be designed to provide cross access to each adjacent property, unless the DRT waives the requirement due to topographical constraints, natural features, or other vehicular safety factors.

A Modification of standard 9.5.3 is requested to remove external street stub connections to southern boundary. This request is in line with the request from the original development plan. In meetings with the neighbors, they vehemently opposed any connection to the south that would direct traffic into their established single-family neighborhoods. These residents are not a part of the City of Franklin and instead are a part of established county subdivisions. There is only one property that is not a part of the established Williamson County neighborhood and it has stub connections to existing streets.

1. The modification will enhance the design of the development more than if the standards were strictly adhered to:

This modification enhances the development by providing connections to areas that have potential to be annexed into the City of Franklin. The southern boundary is bordered by established Williamson County subdivisions.

2. The conditions upon which the request is based are unique to the design intent for the development and are not applicable generally to other property:

This site is unique in that it surrounded by Williamson County property on all sides. The concern for connectivity in all directions comes from the neighbors in the Williamson County Subdivision of Oakwood Estates as well as the Williamson County Highway Commission. Oakwood Estates, Durham Manor, and Douglas Glen subdivisions are already established neighborhoods, currently in Williamson County jurisdiction that could only be annexed in the City of Franklin at the request of the property owner. Full unrestricted connectivity to these neighborhoods will increase through traffic North and South through the neighborhoods. This increase will change the character of the communities and will affect the quality of life of the residents.

3. The modification is consistent with the intent of Envision Franklin:

Single-Family policy established in Envision Franklin speaks of creating transition from existing neighborhoods in adjacent properties to the new development. Oakwood Estates, Durham Manor, and Douglas Glen subdivisions are established neighborhoods, currently in Williamson County jurisdiction and do not wish to have connections made to the new development. Our plan focuses on creating connections to areas of growth potential for the City of Franklin while not creating traffic through these established neighborhoods that are not a part of the City of Franklin.

Modification #2: Section 9.5.3 Cross Access Between Adjacent Properties

9.8.3 Cross Access Between Adjacent Properties

A. Internal vehicular circulation shall be designed to provide cross access to each adjacent property, unless the DRT waives the requirement due to topographical constraints, natural features, or other vehicular safety factors.

A Modification of standard 9.5.3 is requested to permit the establishment of a cross-access easement to the northern property line while deferring construction of the cross-access connection until Phase 3 of the Tuck Away PD or upon development of the adjacent property to the north, whichever occurs first.
This request is in line with the request from the original development plan. In meetings with the neighbor to the north, they would prefer there is not a stub to nowhere adjacent to the their home. This resident is not a part of the City of Franklin and instead is a county parcel with neighbors who have expressed interest in staying long term. The easement would be provided but would not be constructed until Phase 3 of the development is submitted or property to the north is being developed (whichever comes first).

1. The modification will enhance the design of the development more than if the standards were strictly adhered to:
This modification enhances the development by providing connections to areas that have potential to be annexed into the City of Franklin but delays until the time when that property would develop. The northern boundary is bordered by a Williamson County resident who does not wish for this connection to be made at this time as it directly affects the aesthetic value of their property.

2. The conditions upon which the request is based are unique to the design intent for the development and are not applicable generally to other property:
The conditions supporting this request are specific to the timing and coordination of development between this site and the adjacent property to the north and are not broadly applicable to other properties. While a cross-access connection is planned and accommodated through a dedicated easement, the northern property is not currently being developed, making immediate construction premature and potentially resulting in unnecessary site disturbance or misalignment requiring future reconstruction. The property owner to the north has provided written correspondence requesting that construction be deferred until their site develops. Deferring construction allows for coordinated implementation, minimizes disturbance, and ensures the connection is ultimately constructed in alignment with both developments and the City's long-term connectivity objectives.

3. The modification is consistent with the intent of Envision Franklin:
The requested modification remains consistent with the guiding principles of Envision Franklin by preserving long-term connectivity while allowing for context-sensitive and coordinated implementation. The plan maintains a cross-access easement to ensure future interconnectivity between properties, supporting the City's goals for an interconnected network of streets and access. Deferring construction until the adjacent northern property develops avoids premature infrastructure, minimizes unnecessary disturbance, and ensures the connection is designed and constructed in a cohesive manner that aligns with both developments, consistent with Envision Franklin's emphasis on thoughtful, phased, and context-driven growth.

Modification #3: Section 9.6.1.B.1 Sidewalk Connection

9.6.1.B.1 Sidewalk Connection

B. A continuous internal pedestrian circulation system shall be provided throughout the development. Sidewalk connections shall be provided:
1. Between each building main entrance and the nearest street or internal drive. These connections shall be placed in a straight and direct route;

A Modification of standard 9.6.1.B.1 is requested to allow the required pedestrian connection to be made to the existing house front door only and to permit the use of alternative pedestrian materials, such as mulch, in lieu of a paved sidewalk. This sidewalk would not be required to be installed until the sidewalk along Lewisburg Pike is installed. Pedestrian access is provided internally within the site and at the building entrance where it is most functional and practical for users. Requiring a direct pedestrian connection from Lewisburg Pike to the front door would create additional disturbance to the site, increase impacts to the existing landscape and viewshed, and introduce a connection that is not necessary to provide safe and reasonable pedestrian access. As a church that is set back from the existing road with a long private drive as access and there is not an expected pedestrian connectivity to the campus.

1. The modification will enhance the design of the development more than if the standards were strictly adhered to:
This modification enhances the development by allowing pedestrian access to be focused where it is most functional and accessible while avoiding unnecessary site disturbance. A direct sidewalk connection from Lewisburg Pike to the building entrance would require additional grading and infrastructure that would interrupt the natural character of the site and negatively affect the existing viewshed along the corridor. By providing connection to the existing home with a more natural material, preserving the viewshed along Franklin Road will be accomplished in a more practical way. Pedestrian access is still accommodated at the building and within the site in a manner that is more aligned with the design intent and overall development pattern.

2. The conditions upon which the request is based are unique to the design intent for the development and are not applicable generally to other property:
The conditions supporting this request are specific to the site layout, topography, and design intent of this development and are not broadly applicable to other properties. The building and internal pedestrian circulation have been designed so that accessible pedestrian routes are provided where they are most needed and most practical for users for entry points. Requiring a concrete sidewalk connection from Lewisburg Pike to every building on campus would create unnecessary land disturbance and site impact without meaningfully improving access, as ADA access is already provided at the building entrance and through the site's internal circulation system. This allows us to minimize grading which was a big topic of discussion at Envision Franklin Amendment.

3. The modification is consistent with the intent of Envision Franklin:
This requested modification remains consistent with Envision Franklin by supporting context-sensitive site design and minimizing unnecessary disturbance while still providing appropriate pedestrian access. The modification preserves the existing character and viewshed along Lewisburg Pike, reduces avoidable impacts to the land, and focuses pedestrian improvements where they are most functional and effective. This approach is consistent with Envision Franklin's emphasis on thoughtful design, sensitivity to site context, and development patterns that respond appropriately to the natural and built environment.

Modification #4: Section 9.1 Streetscape Standards

9.1.1 Streetscape Standards

A. New public streets and private streets shall be designed pursuant to the Transportation and Street Technical Standards.
B. Sidewalks that comply with Section 9.6, Pedestrian Circulation, and the Transportation and Street Technical Standards shall be provided along public and private streets and internal drives.

A Modification of standard 9.1.1 is requested to defer the sidewalk construction along Lewisburg Pike until such time that Lewisburg Pike is improved and widened, or for a period of up to ten (10) years, whichever occurs first.
This request reflects the current context of the site, which is bordered by Williamson County properties without existing sidewalk infrastructure. Constructing the sidewalk along this frontage at this time would result in a disconnected segment with no immediate functional benefit. With a future widening of Lewisburg Pike chances are that work installed now would require repair or rework. The addition of a time constraint allows the city to know that if Lewisburg Pike widening gets delayed for an unreasonable amount of time, then the sidewalk would be installed.

1. The modification will enhance the design of the development more than if the standards were strictly adhered to:
This modification enhances the development by avoiding the construction of isolated sidewalk infrastructure that would not serve a meaningful pedestrian function at this time. Constructing sidewalk without connectivity to adjacent properties or without the future widening would result in a segment that is underutilized and disconnected. Deferring construction allows for a more cohesive and functional pedestrian network to be implemented in the future when adjacent properties develop and connections can be made.

2. The conditions upon which the request is based are unique to the design intent for the development and are not applicable generally to other property:
The conditions supporting this request are specific to the site's location and its adjacency to Williamson County properties that do not currently include sidewalk infrastructure. This lack of existing or planned connections makes immediate sidewalk construction impractical and not broadly applicable to other properties within the City. Deferring construction avoids unnecessary site disturbance and redundant infrastructure while allowing for future implementation in coordination with adjacent development.

3. The modification is consistent with the intent of Envision Franklin:
This requested modification remains consistent with the principles of Envision Franklin by supporting a connected pedestrian network while allowing for context-sensitive and phased implementation. The approach ensures that sidewalks are constructed when they can function as part of a continuous system, rather than as isolated segments and be built at appropriate times when improvements occur. This aligns with Envision Franklin's emphasis on coordinated growth, efficient infrastructure, and development that responds appropriately to surrounding conditions.

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)
Franklin, Williamson County, Tennessee



Revision Date
△ _____
△ _____
△ _____
△ _____

DEVELOPMENT CHANGES

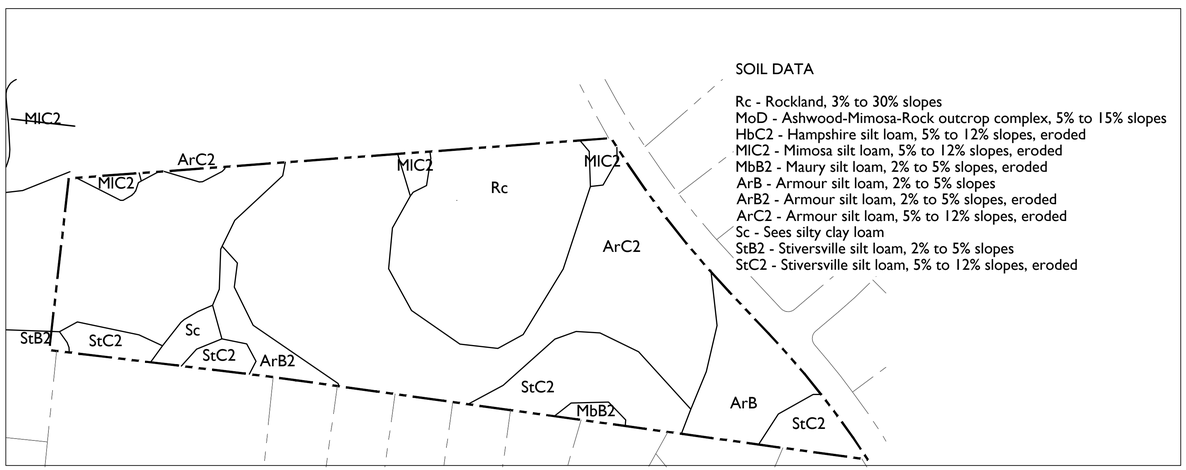
SHEET
C0.2

COF #9114



N

0 100 200 300



SOIL DATA

Rc - Rockland, 3% to 30% slopes
MoD - Ashwood-Mimosa-Rock outcrop complex, 5% to 15% slopes
HbC2 - Hampshire silt loam, 5% to 12% slopes, eroded
MIC2 - Mimosa silt loam, 5% to 12% slopes, eroded
MbB2 - Maury silt loam, 2% to 5% slopes, eroded
ArB - Armour silt loam, 2% to 5% slopes
ArB2 - Armour silt loam, 2% to 5% slopes, eroded
ArC2 - Armour silt loam, 5% to 12% slopes, eroded
Sc - Sees silty clay loam
StB2 - Stiversville silt loam, 2% to 5% slopes
StC2 - Stiversville silt loam, 5% to 12% slopes, eroded

N

N.T.S.

SITE DATA CHART

PROJECT NAME:	TUCK AWAY PUD, REVISION 2
PROJECT NUMBER:	XXXX
ADDRESS:	1190 LEWISBURG PIKE, FRANKLIN, TN 37064
PARCEL(S):	106 00800
ACREAGE / SF OF SITE:	25.64 AC / 1,116,977 SF
VESTING (IF APPLICABLE):	MARCH 23, 2021 (ORIGINAL BOMA APPROVAL DATE)
CIVIL DISTRICT:	10TH
EXISTING ZONING:	PD (120,000 SF)
ZONING OVERLAY:	500' HHO BUFFER
BUILDING TYPES APPLIED:	CIVIC
FRONTAGE TYPES APPLIED:	YARD/LANDSCAPE FRONTAGE
LOT WIDTH:	N/A
LOT SIZE:	N/A
SETBACKS	
FRONT:	100'
SIDE:	5'
REAR:	20'
PERMITTED USES:	PASSIVE PARKS AND OPEN SPACES CHARITABLE, FRATERNAL, OR SOCIAL ORGANIZATIONS PLACES OF PUBLIC ASSEMBLY OFFICES
PARKING, PROVIDED:	2.5 SEATS PER PARKING SPACE* 1,200 SEATS / 2.5 = 480 PARKING REQUIRED 588 PARKING PROVIDED (ALL SURFACE & IMPERVIOUS) *NUMBER PROVIDED BY COF
BUILDING HEIGHT:	MAX 2 STORIES
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	5%
TREE CANOPY RETENTION ACREAGE:	1.45 AC
OWNER:	FELLOWSHIP BIBLE CHURCH 1210 FRANKLIN ROAD, BRENTWOOD, TN 37027
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, FRANKLIN, TN 37069 SUITE 145
NUMBER:	(615) 975-5765
EMAIL:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE

KEY

- SLOPES 14%-19.99%
- SLOPES 20%+
- PROPERTY LINE
- HHO & 500' HHO BUFFER
- EXISTING TREES

EXISTING TREE CANOPY

OVERALL SITE AREA = 1,116,977 SF (25.64 AC)

EXISTING TREE CANOPY
2.68 AC 116,876 SF

TREE CANOPY DATA

TOTAL EXISTING TREE CANOPY:	116,876 SF;	2.68 AC (10% OF SITE)
REQUIRED CANOPY PRESERVATION:	54%	(63,113 SF; 1.45 AC)

NOTES:

SURVEY BY:	TWM ENGINEERING & GEOSPATIAL SERVICES
METHOD:	FIELD-RUN TOPO
DATE:	07-10-2020
SOIL SURVEY:	NRCS WEB SOIL SURVEY

Pre-Dev Basin 1 Grading & Drainage Data Chart
- Basin Area: 12.92 AC
- Impervious Area: 0 AC
- CN: 79
- Peak Flow Runoff
  - 2 year: 31.72 CFS
  - 5 year: 44.02 CFS
  - 10 year: 54.16 CFS
  - 25 year: 68.66 CFS
  - 50 year: 80.56 CFS
  - 100 year: 92.84 CFS

Pre-Dev Basins 3-4 Grading & Drainage Data Chart
- Basin Area: 29.48 AC
- Impervious Area: 0.21 AC
- CN: 78
- Peak Flow Runoff
  - 2 year: 76.44 CFS
  - 5 year: 106.49 CFS
  - 10 year: 131.46 CFS
  - 25 year: 167.26 CFS
  - 50 year: 196.66 CFS
  - 100 year: 227.04 CFS

Pre-Dev Basins 5-6 Grading & Drainage Data Chart
- Site Area: 14.91 AC
- Impervious Area: 0.09 AC
- CN: 76
- Peak Flow Runoff
  - 2 year: 35.40 CFS
  - 5 year: 49.97 CFS
  - 10 year: 62.34 CFS
  - 25 year: 80.19 CFS
  - 50 year: 94.92 CFS
  - 100 year: 110.19 CFS

SAME AS PREVIOUS APPROVED
DEVELOPMENT PLAN, REVISION 1
(NO CHANGE)

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)

Franklin, Williamson County, Tennessee

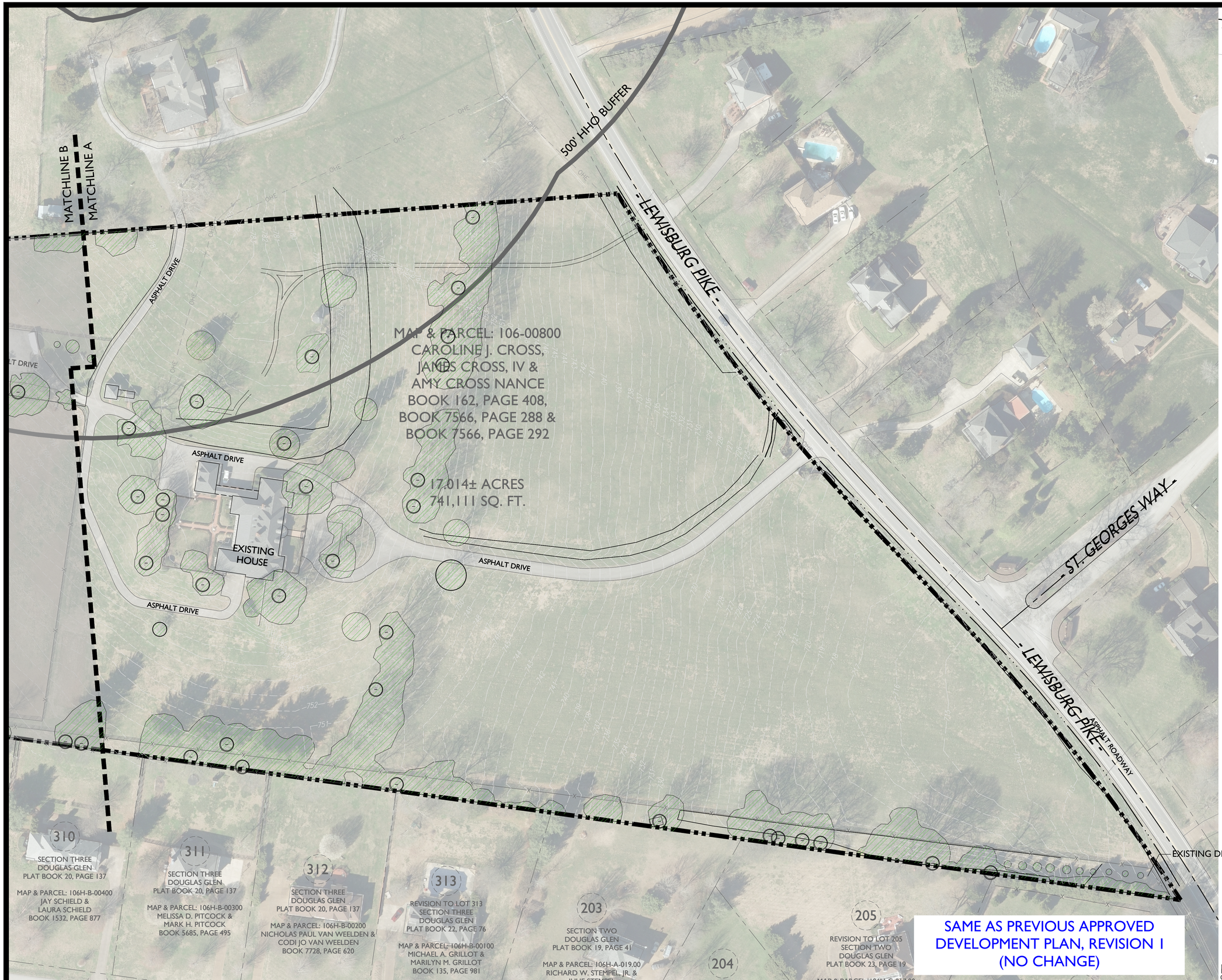
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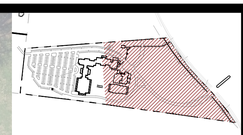
Revision Date
- △ _____
- △ _____
- △ _____
- △ _____

OVERALL EXISTING CONDITIONS

SHEET
C1.0

COF #9114





KEY PLAN

KEY

- SLOPES 14%-19.99%
- SLOPES 20%+
- PROPERTY LINE
- HHO & 500' BUFFER
- EXST. TREES

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)

Franklin, Williamson County, Tennessee

DRAKE A. REEDER
REGISTERED
LANDSCAPE ARCHITECT
TENNESSEE No. 1
COMMERCE

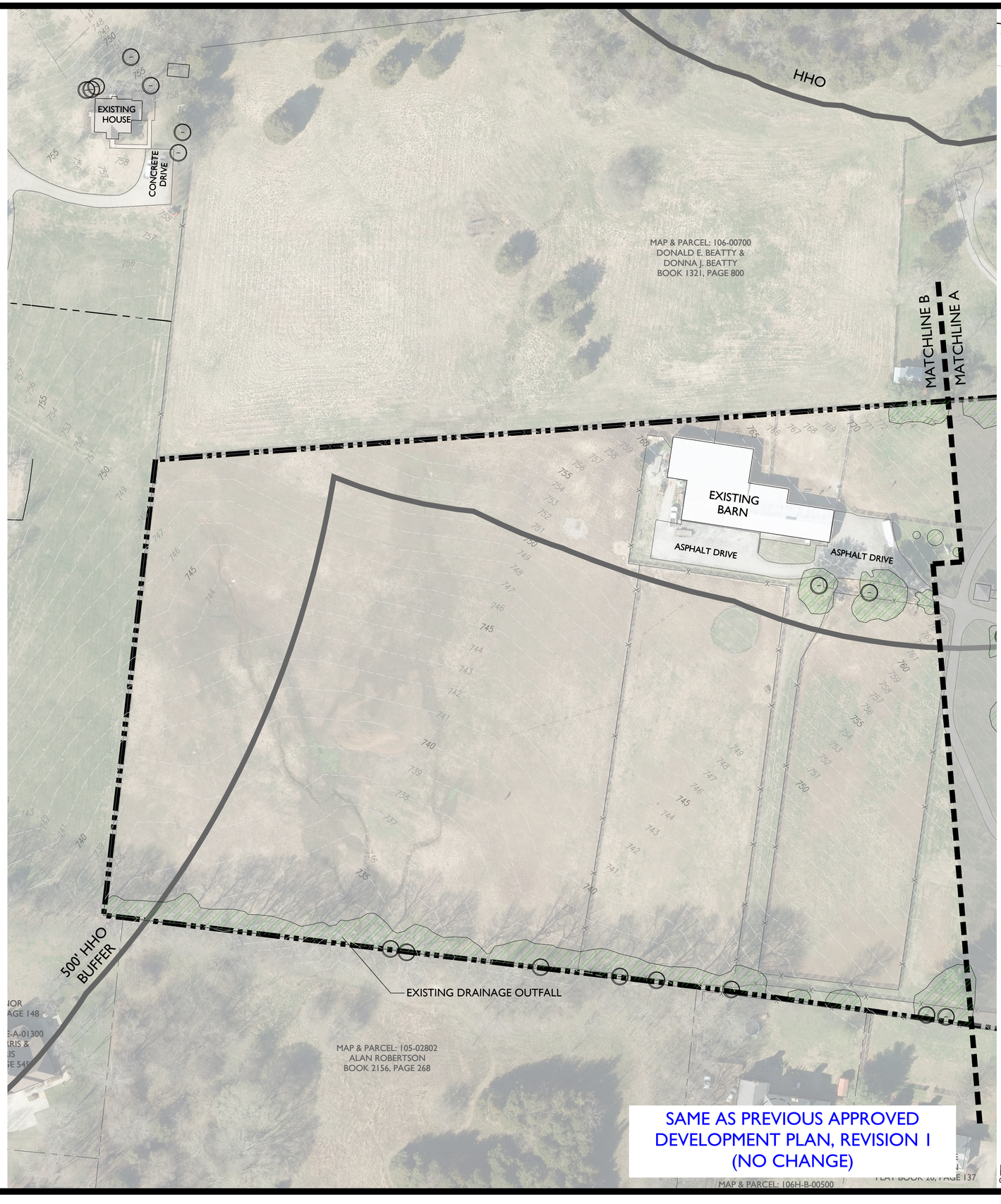
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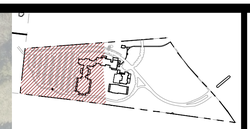
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ENLARGED EXISTING CONDITIONS

SHEET
C1.1

COF #9114





KEY PLAN

KEY

- SLOPES 14%-19.99%
- SLOPES 20%+
- PROPERTY LINE
- HHO & 500' BUFFER
- EXST. TREES

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)

Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 329 COMMERCE

Revision Date

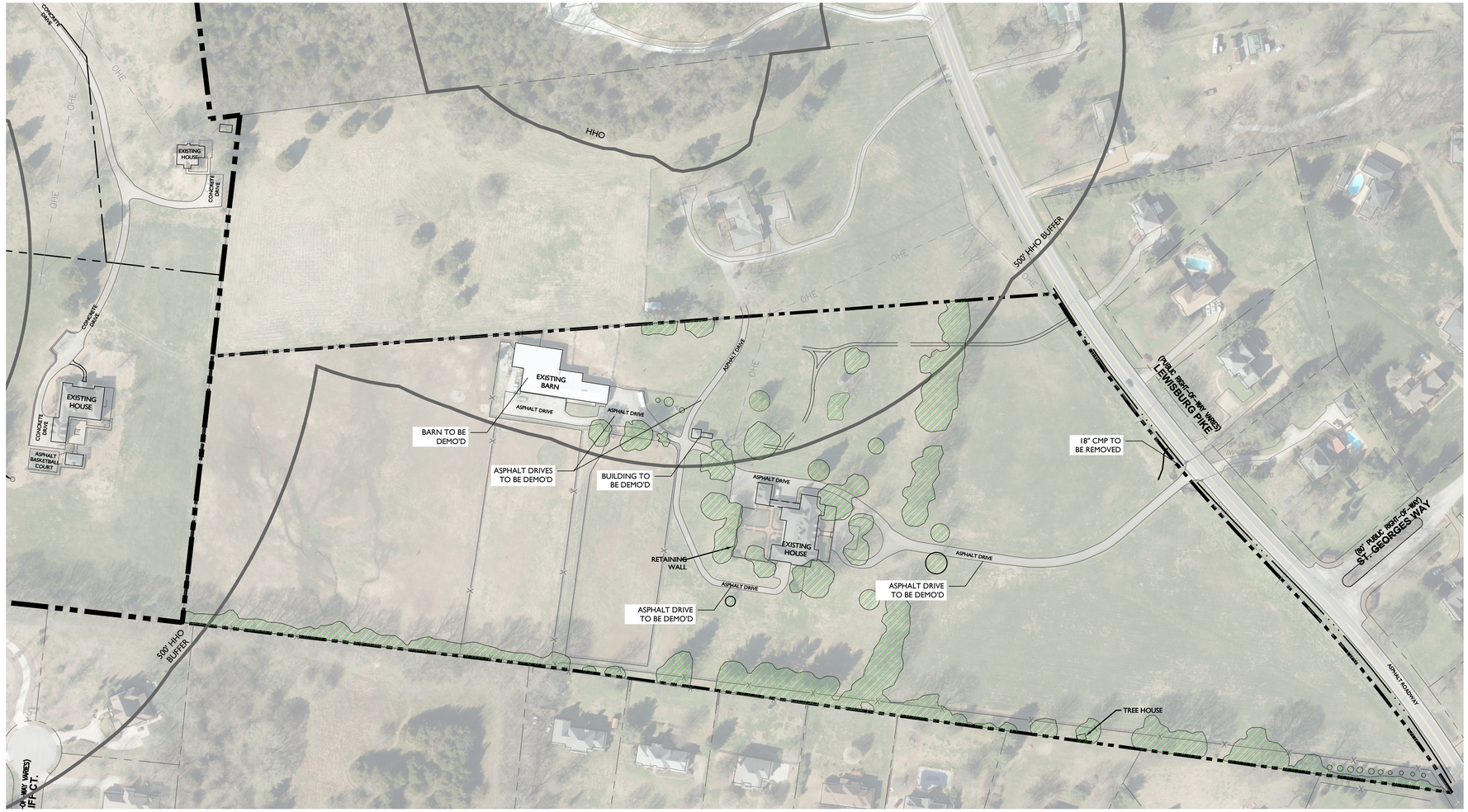
- △ _____
- △ _____
- △ _____
- △ _____

ENLARGED EXISTING CONDITIONS

SHEET

C1.2

COF #9114



SITE DATA CHART

PROJECT NAME:	TUCK AWAY PUD, REVISION 2
PROJECT NUMBER:	XXXX
ADDRESS:	1190 LEWISBURG PIKE, FRANKLIN, TN 37064
PARCEL(S):	106 00800
ACREAGE / SF OF SITE:	25.64 AC / 1,116,977 SF
VESTING (IF APPLICABLE):	MARCH 23, 2021 (ORIGINAL BOMA APPROVAL DATE)
CIVIL DISTRICT:	10TH
EXISTING ZONING:	PD (120,000 SF)
ZONING OVERLAY:	500' HHO BUFFER
BUILDING TYPES APPLIED:	CIVIC
FRONTAGE TYPES APPLIED:	YARD/LANDSCAPE FRONTAGE
LOT WIDTH:	N/A
LOT SIZE:	N/A
SETBACKS	
FRONT:	100'
SIDE:	5'
REAR:	20'
PERMITTED USES:	PASSIVE PARKS AND OPEN SPACES CHARITABLE, FRATERNAL, OR SOCIAL ORGANIZATIONS PLACES OF PUBLIC ASSEMBLY OFFICES
PARKING, PROVIDED:	2.5 SEATS PER PARKING SPACE* 1,200 SEATS / 2.5 = 480 PARKING REQUIRED 588 PARKING PROVIDED (ALL SURFACE & IMPERVIOUS) *NUMBER PROVIDED BY COF
BUILDING HEIGHT:	MAX 2 STORIES
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	5%
TREE CANOPY RETENTION ACREAGE:	1.45 AC
OWNER:	FELLOWSHIP BIBLE CHURCH 1210 FRANKLIN ROAD, BRENTWOOD, TN 37027
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, FRANKLIN, TN 37069 SUITE 145
NUMBER:	(615) 975-5765
EMAIL:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE

SAME AS PREVIOUS APPROVED
DEVELOPMENT PLAN, REVISION 1
(NO CHANGE)

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)

Franklin, Williamson County, Tennessee

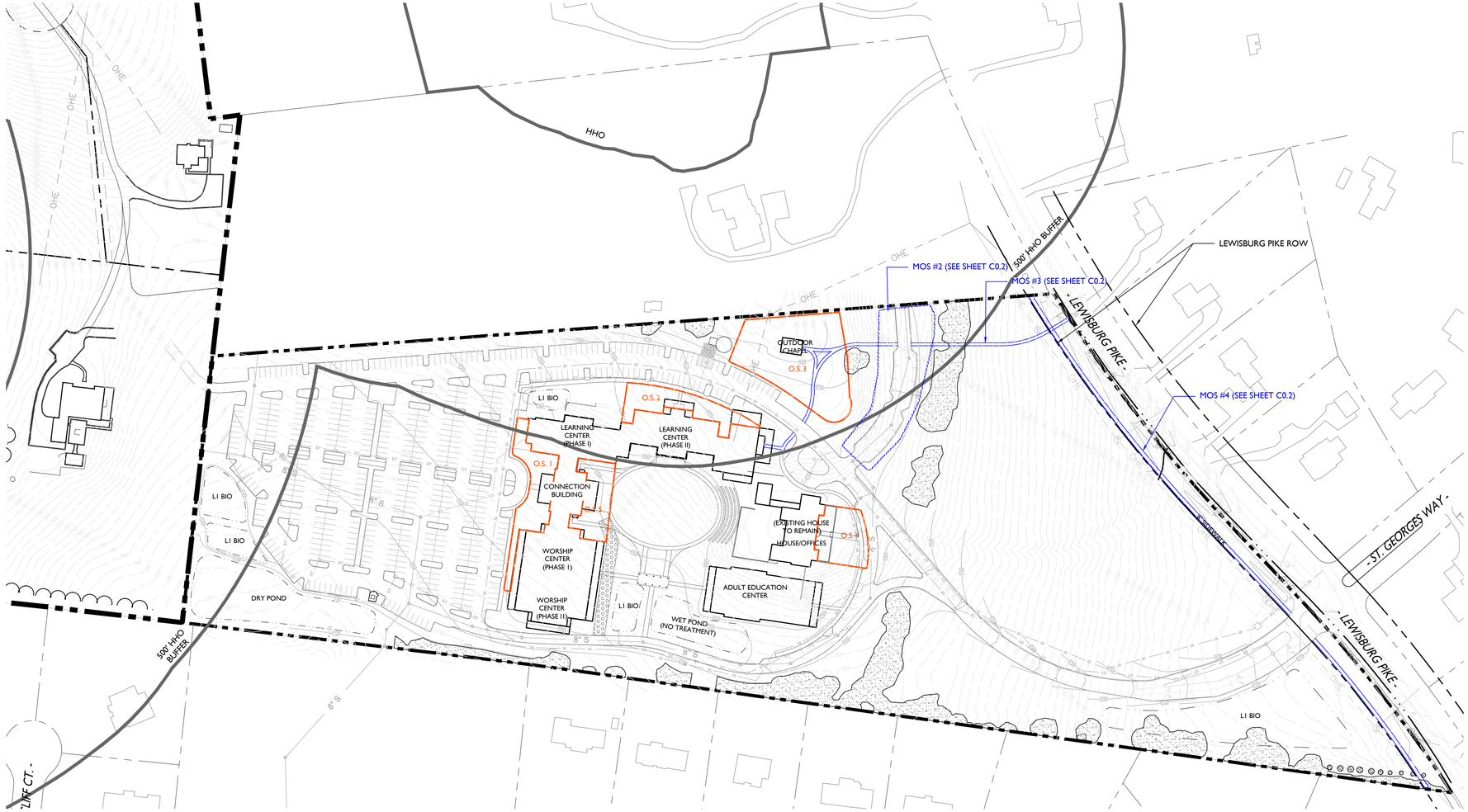
DRAKE A. REEDER
REGISTERED
LANDSCAPE ARCHITECT
TENNESSEE NO. 1211
COMMERCE

Revision Date
△ _____
△ _____
△ _____
△ _____

DEMOLITION PLAN

SHEET
C1.3

COF #9114



SITE DATA CHART

PROJECT NAME:	TUCK AWAY PUD, REVISION 2
PROJECT NUMBER:	XXXX
ADDRESS:	1190 LEWISBURG PIKE, FRANKLIN, TN 37064
PARCEL(S):	106 00800
ACREAGE / SF OF SITE:	25.64 AC / 1,116,977 SF
VESTING (IF APPLICABLE):	MARCH 23, 2021 (ORIGINAL BOMA APPROVAL DATE)
CIVIL DISTRICT:	10TH
EXISTING ZONING:	PD (120,000 SF)
ZONING OVERLAY:	500' HHO BUFFER
BUILDING TYPES APPLIED:	CIVIC
FRONTAGE TYPES APPLIED:	YARD/LANDSCAPE FRONTAGE
LOT WIDTH:	N/A
LOT SIZE:	N/A
SETBACKS	
FRONT:	100'
SIDE:	5'
REAR:	20'
PERMITTED USES:	PASSIVE PARKS AND OPEN SPACES CHARITABLE, FRATERNAL, OR SOCIAL ORGANIZATIONS PLACES OF PUBLIC ASSEMBLY OFFICES
PARKING, PROVIDED:	2.5 SEATS PER PARKING SPACE* 1,200 SEATS / 2.5 = 480 PARKING REQUIRED 588 PARKING PROVIDED (ALL SURFACE & IMPERVIOUS) *NUMBER PROVIDED BY COF
BUILDING HEIGHT:	MAX 2 STORIES
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	5%
TREE CANOPY RETENTION ACREAGE:	1.45 AC
OWNER:	FELLOWSHIP BIBLE CHURCH 1210 FRANKLIN ROAD, BRENTWOOD, TN 37027
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, FRANKLIN, TN 37069 SUITE 145
NUMBER:	(615) 975-5765
EMAIL:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE

KEY

- OPEN SPACE
- PRESERVED TREES

TREE CANOPY RETENTION

OVERALL SITE AREA = 1,116,977 SF (25.64 AC)

EXISTING TREE CANOPY		REMOVED TREE CANOPY		PRESERVED TREE CANOPY	
2.68 AC	116,876 SF	1.25 AC	54,399 SF	1.43 AC	62,477 SF

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY:	116,876 SF; 2.68 AC (10% OF SITE)
REQUIRED CANOPY PRESERVATION:	54% (63,113 SF; 1.45 AC)
PROVIDED CANOPY PRESERVATION:	54% (63,135 SF; 1.45 AC)

OPEN SPACE REQUIREMENT

MINIMUM OPEN SPACE REQUIREMENT: 5%
REQUIRED TOTAL = 55,849 SF

PROVIDED: 57,417 SF TOTAL (5%)

LOT	TYPE	AREA (SF)
OS 1	PLAZA	9,067
OS 2	PLAZA	8,161
OS 3	POCKET PARK	25,197
OS 4	PLAZA	7,904
OS 5	PLAZA	7,088

NOTE: ALL OPEN SPACE LOTS SERVE AS PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENTS

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)

Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED TENNESSEE NO. LANDSCAPE ARCHITECT

Revision Date

- △ _____
- △ _____
- △ _____
- △ _____

OVERALL DEVELOPMENT PLAN

SHEET

C2.0

COF #9114

MATCHLINE B
MATCHLINE A

MOS #2 (SEE SHEET C0.2)

MOS #3 (SEE SHEET C0.2)

500' HHO BUFFER

- LEWISBURG PIKE -

CLASSIFIED AS A MAJOR ARTERIAL ROAD BY CONNECT FRANKLIN

MOS #4 (SEE SHEET C0.2)

5' SIDEWALK

OUTDOOR CHAPEL

O.S. 3

O.S. 2

LEARNING CENTER

(EXISTING HOUSE TO REMAIN)
HOUSE/OFFICES

O.S. 4

ADULT EDUCATION CENTER

WET POND
(NO TREATMENT)

L1 BIO

L1 BIO

- ST. GEORGES WAY -

- LEWISBURG PIKE -

5' SIDEWALK

5' SIDEWALK

KEY PLAN

KEY

OPEN SPACE

PRESERVED TREES

N

0 50 100 150

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)

Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 1111

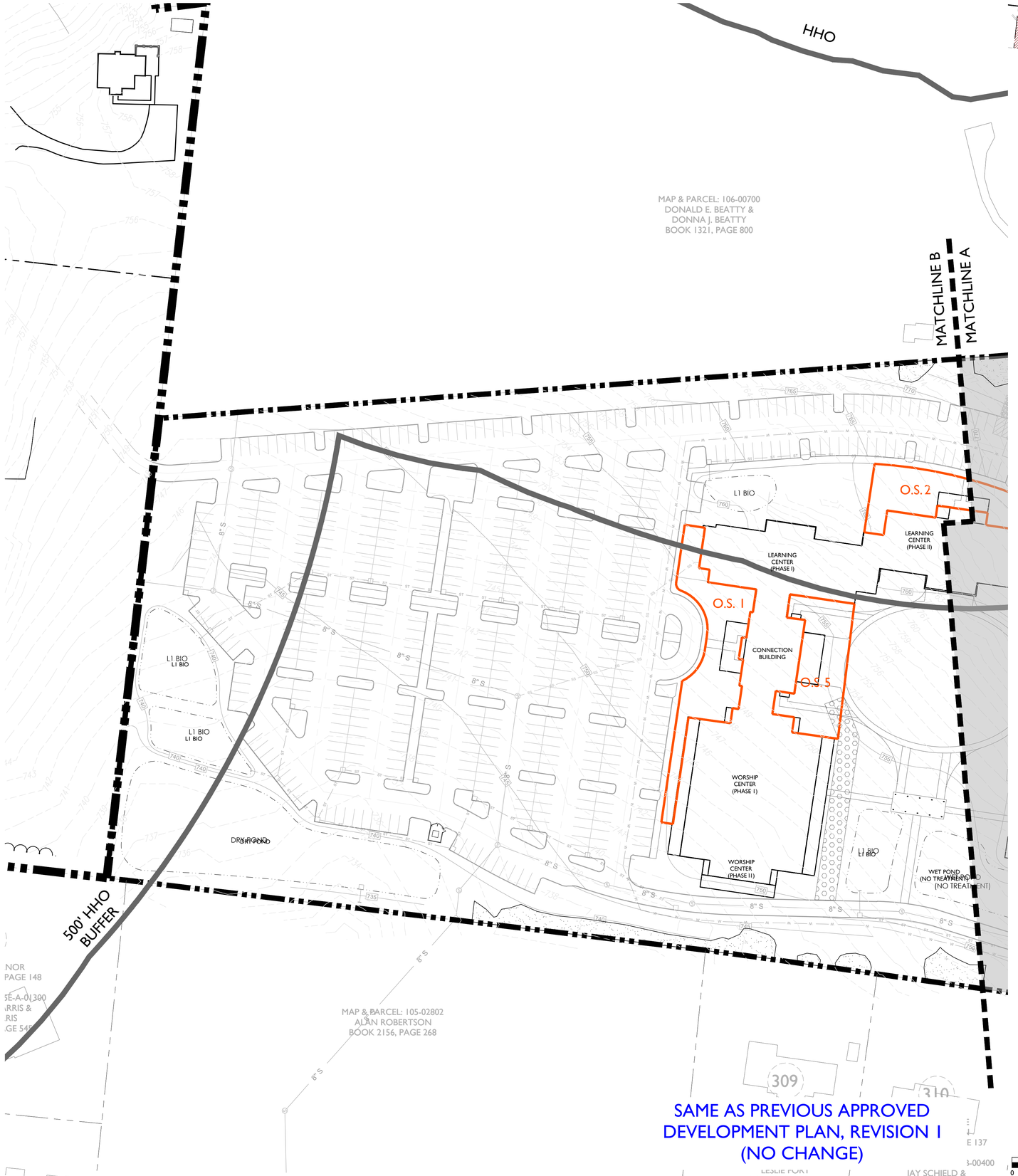
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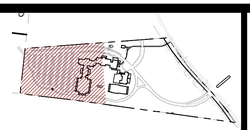
DEVELOPMENT PLAN ENLARGEMENT

SHEET

C2.1

COF #9114





KEY PLAN

KEY

OPEN SPACE

PRESERVED TREES

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)

Franklin, Williamson County, Tennessee

DRAKE A. REEDER
REGISTERED
TENNESSEE NO. 1011
LANDSCAPE ARCHITECT

Revision Date

DEVELOPMENT PLAN ENLARGEMENT

SHEET

C2.2

COF #9114



SAME AS PREVIOUS APPROVED
DEVELOPMENT PLAN, REVISION 1
(NO CHANGE)

Filename: W:\23-11-1202 fellowship bible church\3_CAD\production\1_development plan\Grading.dwg
Layout Name: C 3.0 Overall Grading & Drainage Plan
Plotted: Wednesday, June 26, 2024 - 4:46 pm
By: jshng

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Energy Land & Infrastructure
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TUCK AWAY PUD SUBDIVISION PLAN
DEVELOPMENT PLAN
REVISION 1 (FELLOWSHIP BIBLE CHURCH)
PARCEL 106-00800
CITY OF FRANKLIN PROJECT NO. 8389
FRANKLIN, TENNESSEE

Rev.	Date

JOHN R. GORDON
REGISTERED
AGRICULTURAL ENGINEER
NO. 104922
7-1-24
STATE OF TENNESSEE

Issue Date:	February 1, 2024
ELI Project No:	23-11-1202
Drafted By:	RDP
Checked By:	JRG

Sheet Title:
OVERALL GRADING & DRAINAGE PLAN

Sheet No.
C 3.0

DRAKE A. REEDER
REGISTERED
TENNESSEE NO. 112
LANDSCAPE ARCHITECT

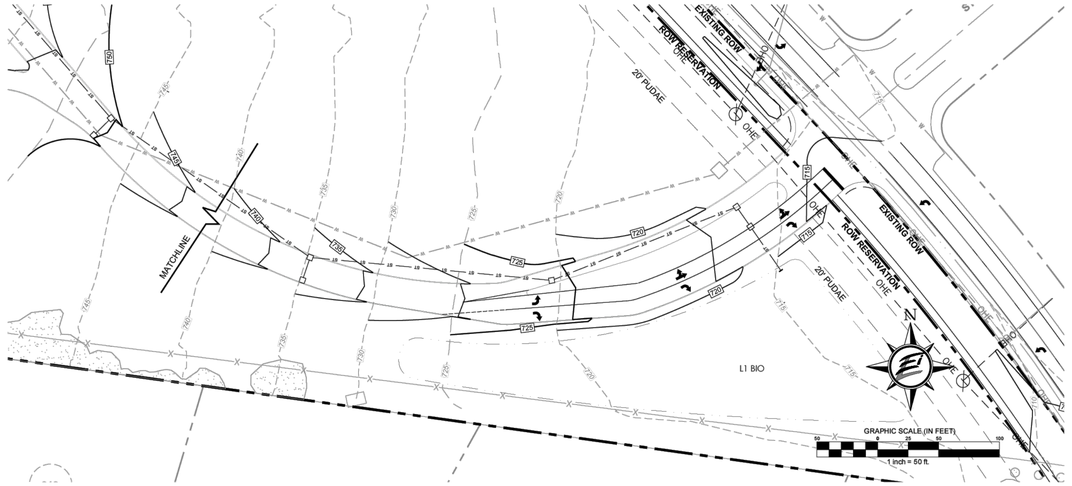
Revision Date
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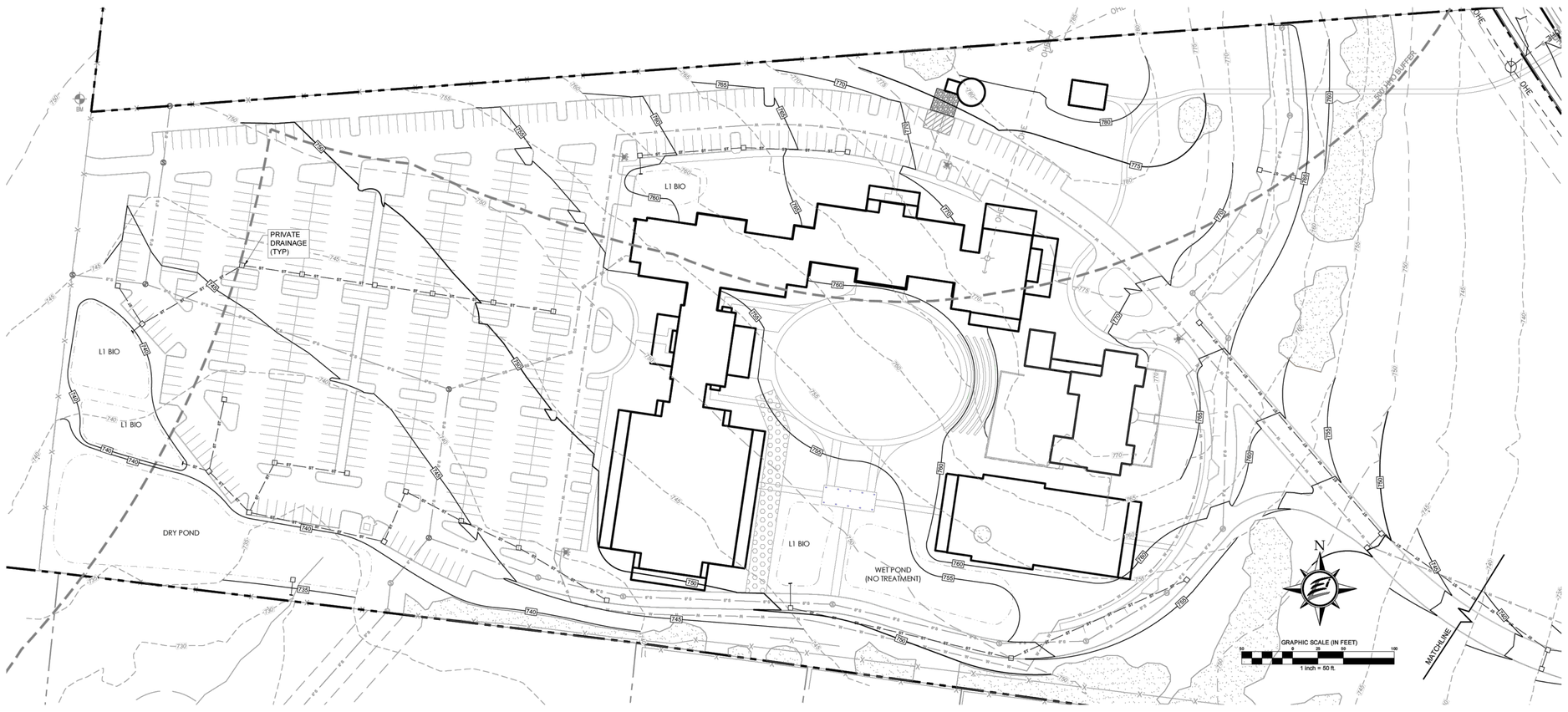
OVERALL DEVELOPMENT PLAN
SHEET
C3.0
COF #9114

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)
Franklin, Williamson County, Tennessee

STORMWATER NARATIVE

- RUNOFF WILL BE TREATED WITH A SERIES OF BIORETENTION BASINS TO AND A DRY DETENTION POND TO MEET OR EXCEED MINIMUM WATER QUALITY AND PRE/POST PEAK FLOW REQUIREMENTS.
- NO JURISDICTIONAL WATERS OR WETLANDS WILL BE IMPACTED.
- LEWISBURG PIKE ROAD IMPROVEMENTS WILL BE CAPTURED WITH DITCH SECTION ACCORDING TO COF STANDARD.





SAME AS PREVIOUS APPROVED DEVELOPMENT PLAN, REVISION 1 (NO CHANGE)

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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DEVELOPMENT PLAN
REVISION 1 (FELLOWSHIP BIBLE CHURCH)
PARCEL 106-00800
CITY OF FRANKLIN PROJECT NO. 8389
FRANKLIN, TENNESSEE

Rev.	Date

JOHN R. GORDON — LICENSED PROFESSIONAL ENGINEER — AGRICULTURE — 7-1-24 — NUMBER NO. 104828 — STATE OF TENNESSEE

Issue Date:	February 1, 2024
ELI Project No:	23-11-1202
Drafted By:	RDP
Checked By:	JRG

Sheet Title:
ENLARGED GRADING & DRAINAGE PLAN

Sheet No.
C 3.01

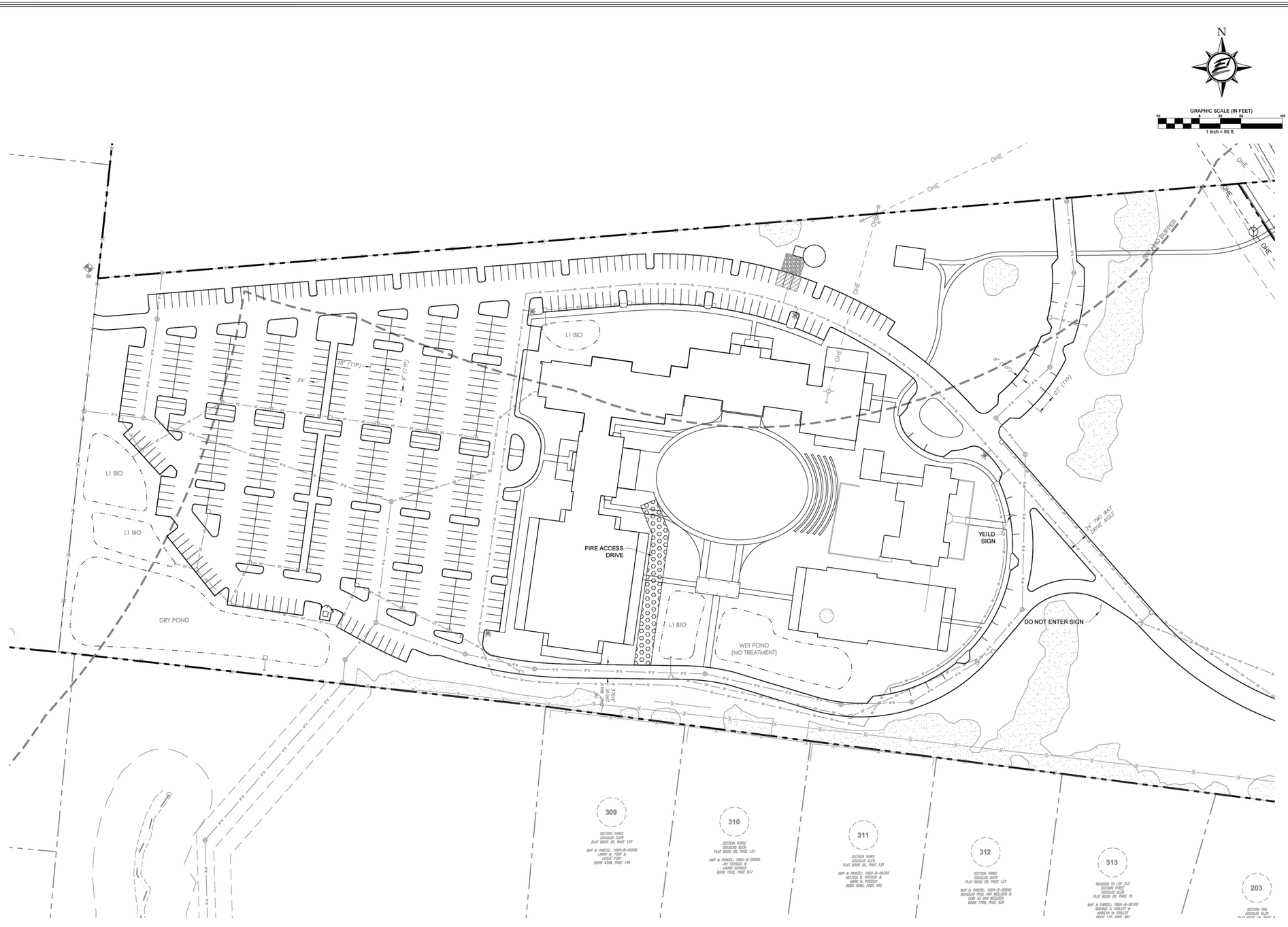
DRAKE A. REEDER — REGISTERED — TENNESSEE NO. 3781 — LANDSCAPE ARCHITECT

Revision Date
△ _____
△ _____
△ _____
△ _____

OVERALL DEVELOPMENT PLAN
SHEET
C3.01
COF #9114

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)
Franklin, Williamson County, Tennessee

Filename: W:\23-11-1202 fellowship bible church\3_CAD\production\1_development plan\Grading.dwg
Layout: Name: C 3.01 Page Setup: Grading & Drainage Plan
Plotted: Wednesday, June 26, 2024 - 4:45 pm
By: johng



Filename: W:\23-11-1202 fellowship bible church\3_CAD\production\1_development plan\ROW.dwg
Layout Name: C 4.01 Enlarged ROW & Access
Plotted: Saturday, June 29, 2024 - 4:40 pm
By: jbhg

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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TUCK AWAY PUD SUBDIVISION PLAN
DEVELOPMENT PLAN
REVISION 1 (FELLOWSHIP BIBLE CHURCH)
PARCEL 106-00800
CITY OF FRANKLIN PROJECT NO. 8389
FRANKLIN, TENNESSEE

Rev.	Date

JOHN R. GORDON
REGISTERED
LANDSCAPE ARCHITECT
7-1-24
CERTIFICATE NO. 104356
STATE OF TENNESSEE

Issue Date:	February 1, 2024
ELI Project No:	23-11-1202
Drafted By:	RDP
Checked By:	JRG

Sheet Title:
ENLARGED ROW & ACCESS

Sheet No.
C 4.01

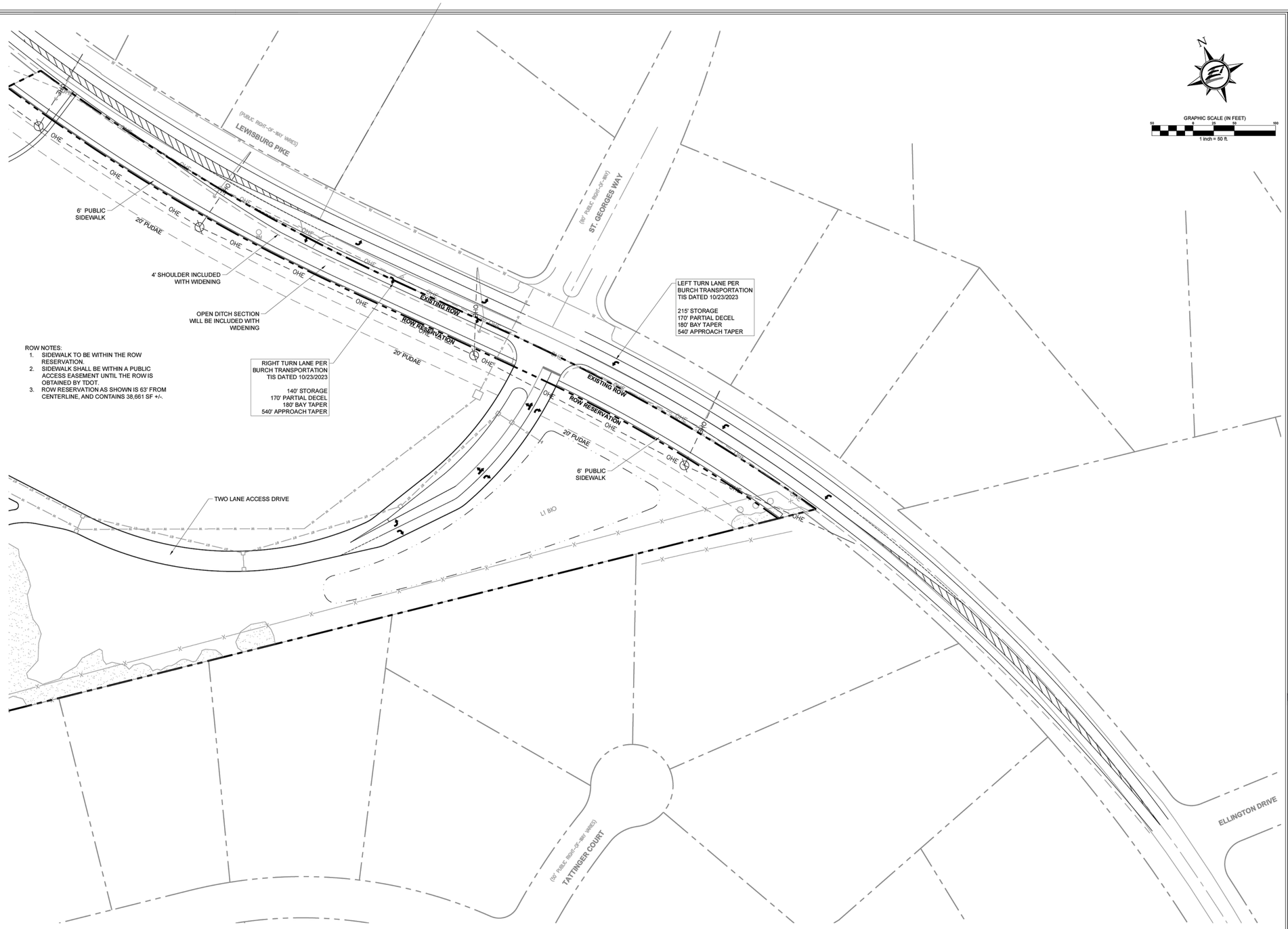
SAME AS PREVIOUS APPROVED
DEVELOPMENT PLAN, REVISION 1
(NO CHANGE)

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)
Franklin, Williamson County, Tennessee

DRAKE A. REEDER
REGISTERED
TENNESSEE No. 3717
LANDSCAPE ARCHITECT

Revision Date
△ _____
△ _____
△ _____
△ _____

OVERALL DEVELOPMENT PLAN
SHEET
C4.01
COF #9114



ROW NOTES:
1. SIDEWALK TO BE WITHIN THE ROW RESERVATION.
2. SIDEWALK SHALL BE WITHIN A PUBLIC ACCESS EASEMENT UNTIL THE ROW IS OBTAINED BY TDOT.
3. ROW RESERVATION AS SHOWN IS 63' FROM CENTERLINE, AND CONTAINS 38,661 SF +/-.

Filename: W:\23-11-1202 fellowship bible church\3_CAD\production\1_development plan\ROW.dwg
Layout: Name: C 4.02 Enlarged ROW & Access
Date: Wednesday, June 26, 2024 - 4:47pm
By: johng

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TUCK AWAY PUD SUBDIVISION PLAN
DEVELOPMENT PLAN
REVISION 1 (FELLOWSHIP BIBLE CHURCH)
PARCEL 106-00800
CITY OF FRANKLIN PROJECT NO. 8389
FRANKLIN, TENNESSEE

Rev.	Date

JOHN R. GORDON — REGISTERED ENGINEER — AGRICULTURE — 7-1-24 — NO. 104938 — STATE OF TENNESSEE

Issue Date:	February 1, 2024
ELI Project No:	23-11-1202
Drafted By:	RDP
Checked By:	JRG

Sheet Title:
ENLARGED ROW & ACCESS

Sheet No.
C 4.02

SAME AS PREVIOUS APPROVED
DEVELOPMENT PLAN, REVISION 1
(NO CHANGE)

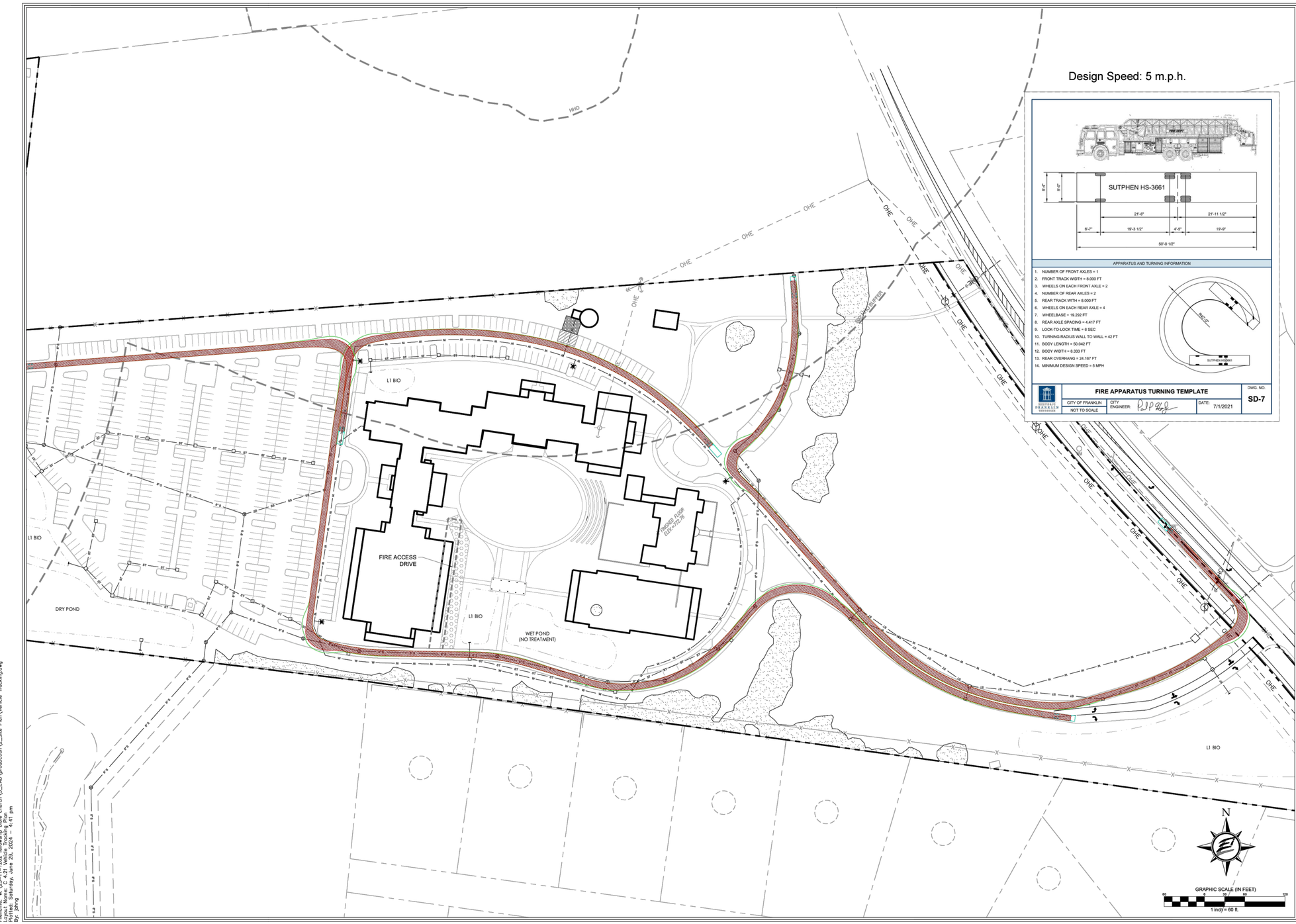
GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)
Franklin, Williamson County, Tennessee

DRAKE A. REEDER — REGISTERED — TENNESSEE No. 109263 — LANDSCAPE ARCHITECT — 6-28-24

Revision Date
△
△
△
△

OVERALL DEVELOPMENT PLAN
SHEET
C4.02
COF #9114



Design Speed: 5 m.p.h.

APPARATUS AND TURNING INFORMATION

1. NUMBER OF FRONT AXLES = 1
2. FRONT TRACK WIDTH = 8.000 FT
3. WHEELS ON EACH FRONT AXLE = 2
4. NUMBER OF REAR AXLES = 2
5. REAR TRACK WITH = 8.000 FT
6. WHEELS ON EACH REAR AXLE = 4
7. WHEELBASE = 19.292 FT
8. REAR AXLE SPACING = 4.417 FT
9. LOCK-TO-LOCK TIME = 6 SEC
10. TURNING RADIUS WALL TO WALL = 42 FT
11. BODY LENGTH = 50.042 FT
12. BODY WIDTH = 8.333 FT
13. REAR OVERHANG = 24.167 FT
14. MINIMUM DESIGN SPEED = 5 MPH

FIRE APPARATUS TURNING TEMPLATE		DWG. NO.
CITY OF FRANKLIN NOT TO SCALE	CITY ENGINEER: RDP DATE: 7/1/2021	SD-7

SAME AS PREVIOUS APPROVED
DEVELOPMENT PLAN, REVISION 1
(NO CHANGE)

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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TUCK AWAY PUD SUBDIVISION PLAN
DEVELOPMENT PLAN
REVISION 1 (FELLOWSHIP BIBLE CHURCH)
PARCEL 106.00800
CITY OF FRANKLIN PROJECT NO. 8389
FRANKLIN, TENNESSEE

Rev.	Date

JOHN R. GORDON — REGISTERED ENGINEER — AGRICULTURAL — No. 112407 — STATE OF TENNESSEE — 7-1-25

Issue Date:	February 1, 2024
ELI Project No:	23-11-1202
Drafted By:	RDP
Checked By:	JRG

Sheet Title:
VEHICLE TRACKING PLAN

Sheet No.
C 4.21

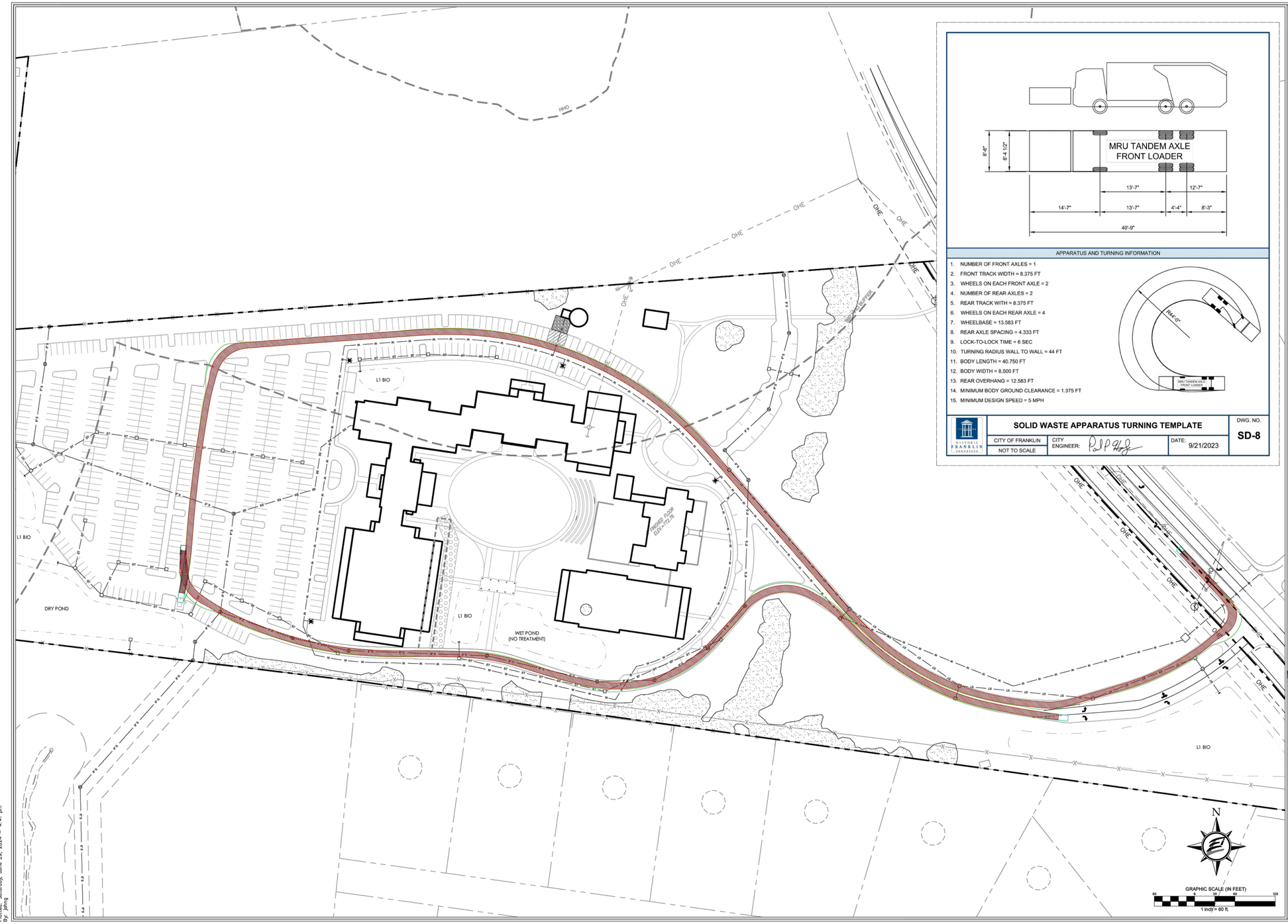
DRAKE A. REEDER — REGISTERED — No. 103458 — TENNESSEE — LANDSCAPE ARCHITECT

Revision Date
- △ _____
- △ _____
- △ _____
- △ _____

OVERALL DEVELOPMENT PLAN
SHEET
C4.21
COF #9114

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)
Franklin, Williamson County, Tennessee

Filename: W:\23-11-1202 fellowship bible church\3_CAD\production\2_Site Plan\Vehicle Tracking.dwg
Layout Name: C 4.21 Vehicle Tracking Plan
Date/Time: Saturday, June 29, 2024 - 4:41 pm
By: johng



APPARATUS AND TURNING INFORMATION

1. NUMBER OF FRONT AXLES = 1
2. FRONT TRACK WIDTH = 8.375 FT
3. WHEELS ON EACH FRONT AXLE = 2
4. NUMBER OF REAR AXLES = 2
5. REAR TRACK WITH = 8.375 FT
6. WHEELS ON EACH REAR AXLE = 4
7. WHEELBASE = 13.583 FT
8. REAR AXLE SPACING = 4.333 FT
9. LOCK-TO-LOCK TIME = 6 SEC
10. TURNING RADIUS WALL TO WALL = 44 FT
11. BODY LENGTH = 40.750 FT
12. BODY WIDTH = 8.500 FT
13. REAR OVERHANG = 12.583 FT
14. MINIMUM BODY GROUND CLEARANCE = 1.375 FT
15. MINIMUM DESIGN SPEED = 5 MPH

HISTORIC FRANKLIN TENNESSEE	**SOLID WASTE APPARATUS TURNING TEMPLATE**		DWG. NO. **SD-8**
CITY OF FRANKLIN NOT TO SCALE	CITY ENGINEER:	DATE: 9/21/2023	

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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TUCK AWAY PUD SUBDIVISION PLAN
DEVELOPMENT PLAN
REVISION 1 (FELLOWSHIP BIBLE CHURCH)
PARCEL 106-00800
CITY OF FRANKLIN PROJECT NO. 8389
FRANKLIN, TENNESSEE

Rev.	Date

JOHN R. GORDON — REGISTERED ENGINEER — AGRICULTURAL — 7-1-24 — NO. 104934 — STATE OF TENNESSEE

Issue Date:	February 1, 2024
ELI Project No:	23-11-1202
Drafted By:	RDP
Checked By:	JRG

Sheet Title:
VEHICLE TRACKING PLAN

Sheet No.
C 4.22

DRAKE A. REEDER — REGISTERED — TENNESSEE NO. 372 — LANDSCAPE ARCHITECT

Revision Date
- △ _____
- △ _____
- △ _____
- △ _____

SAME AS PREVIOUS APPROVED
DEVELOPMENT PLAN, REVISION 1
(NO CHANGE)

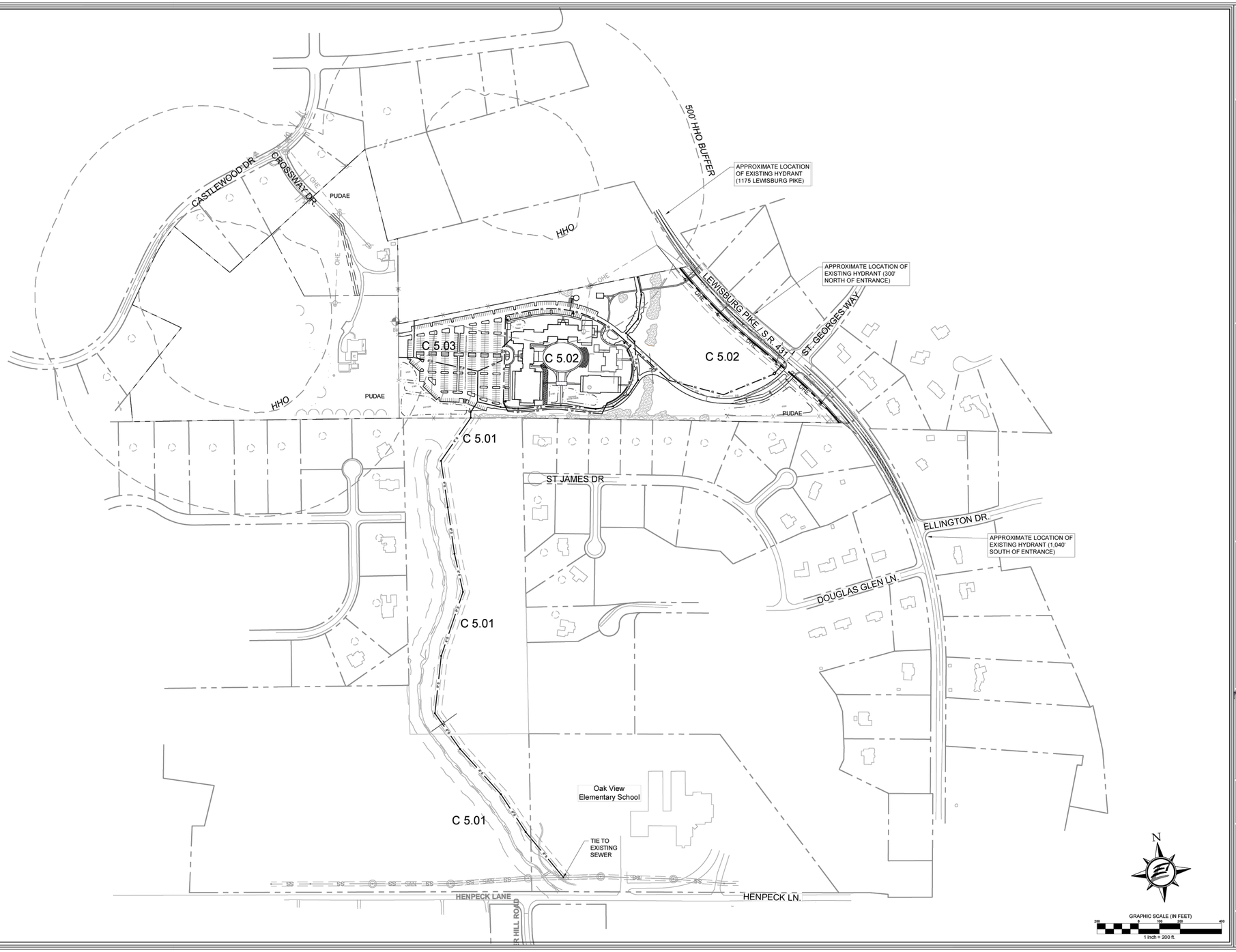
GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)
Franklin, Williamson County, Tennessee

OVERALL DEVELOPMENT PLAN

SHEET
C4.22
COF #9114

Filename: W:\23-11-1202 fellowship bible church\3_CAD\production\2_Site Plan\Vehicle Tracking.dwg
Layout Name: C 4.22 Vehicle Tracking Plan
Plotted: Thursday, June 20, 2024 - 4:41 pm
By: jsmg



SAME AS PREVIOUS APPROVED
DEVELOPMENT PLAN, REVISION 1
(NO CHANGE)

Filename: W:\23-11-1202 fellowship bible church\3_CAD\production\1_development plan\Utility.dwg
Layout Name: C 5.0 Overall Utility Plan
Plotted: Saturday, June 29, 2024 - 4:55 pm
By: jbring

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DEVELOPMENT PLAN
REVISION 1 (FELLOWSHIP BIBLE CHURCH)
PARCEL 106-00800
CITY OF FRANKLIN PROJECT NO. 8389
FRANKLIN, TENNESSEE

Rev.	Date

JOHN R. GORDON
REGISTERED ENGINEER
7-1-24
NO. 104958
STATE OF TENNESSEE

Issue Date:	February 1, 2024
ELI Project No:	23-11-1202
Drafted By:	RDP
Checked By:	JRG

Sheet Title:
OVERALL UTILITY PLAN

Sheet No.
C 5.0

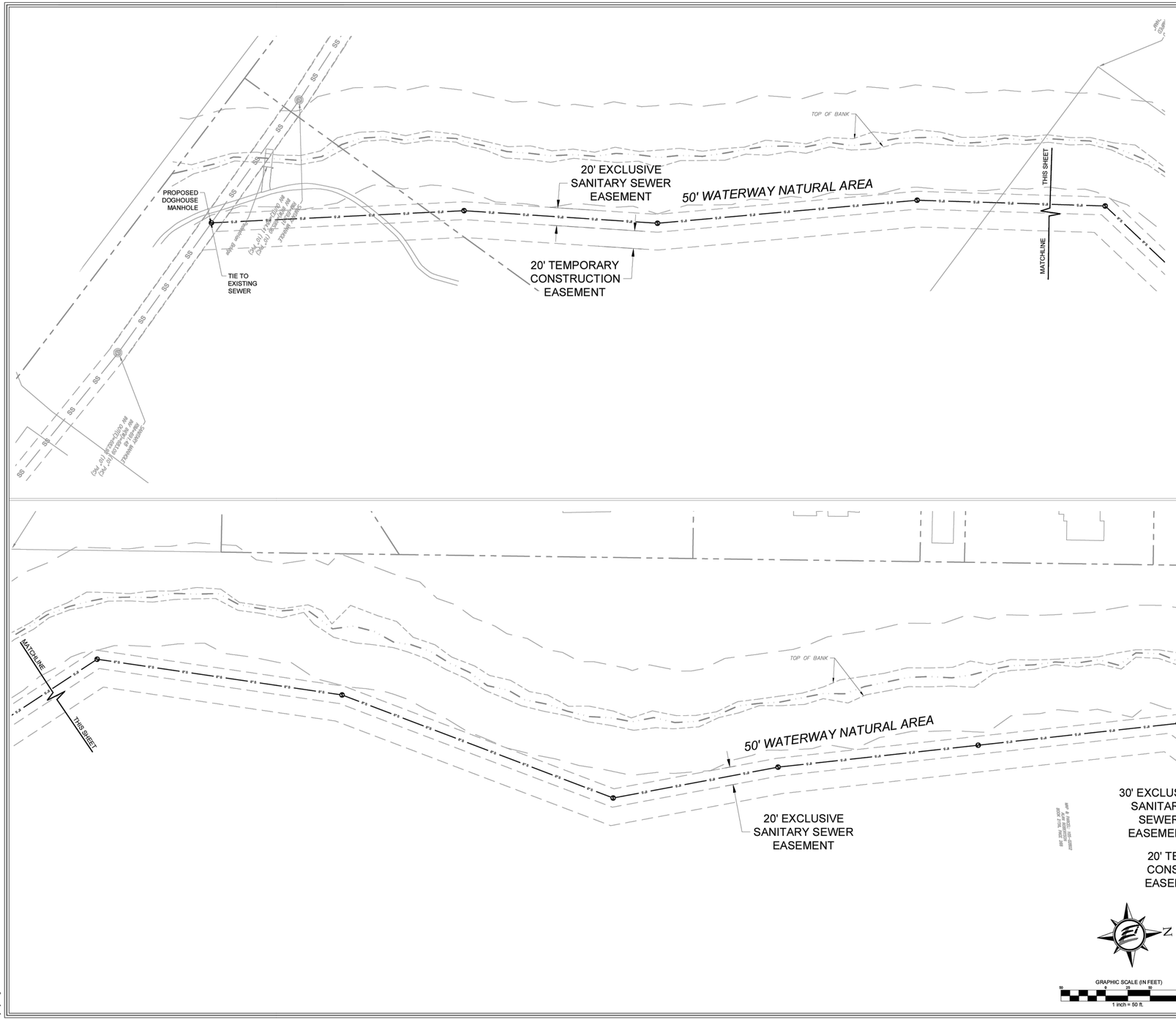
TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)

Franklin, Williamson County, Tennessee

DRAKE A. REEDER
REGISTERED
LANDSCAPE ARCHITECT
TENNESSEE No. 1111

Revision Date
△ _____
△ _____
△ _____
△ _____

OVERALL DEVELOPMENT PLAN
SHEET
C5.0
COF #9114



SAME AS PREVIOUS APPROVED DEVELOPMENT PLAN, REVISION 1 (NO CHANGE)

Filename: W:\23-11-1202 fellowship bible church\3_CAD\production\1_development plan\Utility.dwg
Layout Name: C 5.01 Offsite Utility Plan
Plotted: Thursday, June 20, 2024 - 4:41 pm
By: jsmg

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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TUCK AWAY PUD SUBDIVISION PLAN
DEVELOPMENT PLAN
REVISION 1 (FELLOWSHIP BIBLE CHURCH)
PARCEL 106-00800
CITY OF FRANKLIN PROJECT NO. 8389
FRANKLIN, TENNESSEE

Rev.	Date

JOHN R. GORDON — REGISTERED ENGINEER — No. 104936 — STATE OF TENNESSEE — 7-1-24

Issue Date:	February 1, 2024
ELI Project No:	23-11-1202
Drafted By:	RDP
Checked By:	JRG

Sheet Title:
OFFSITE UTILITY PLAN

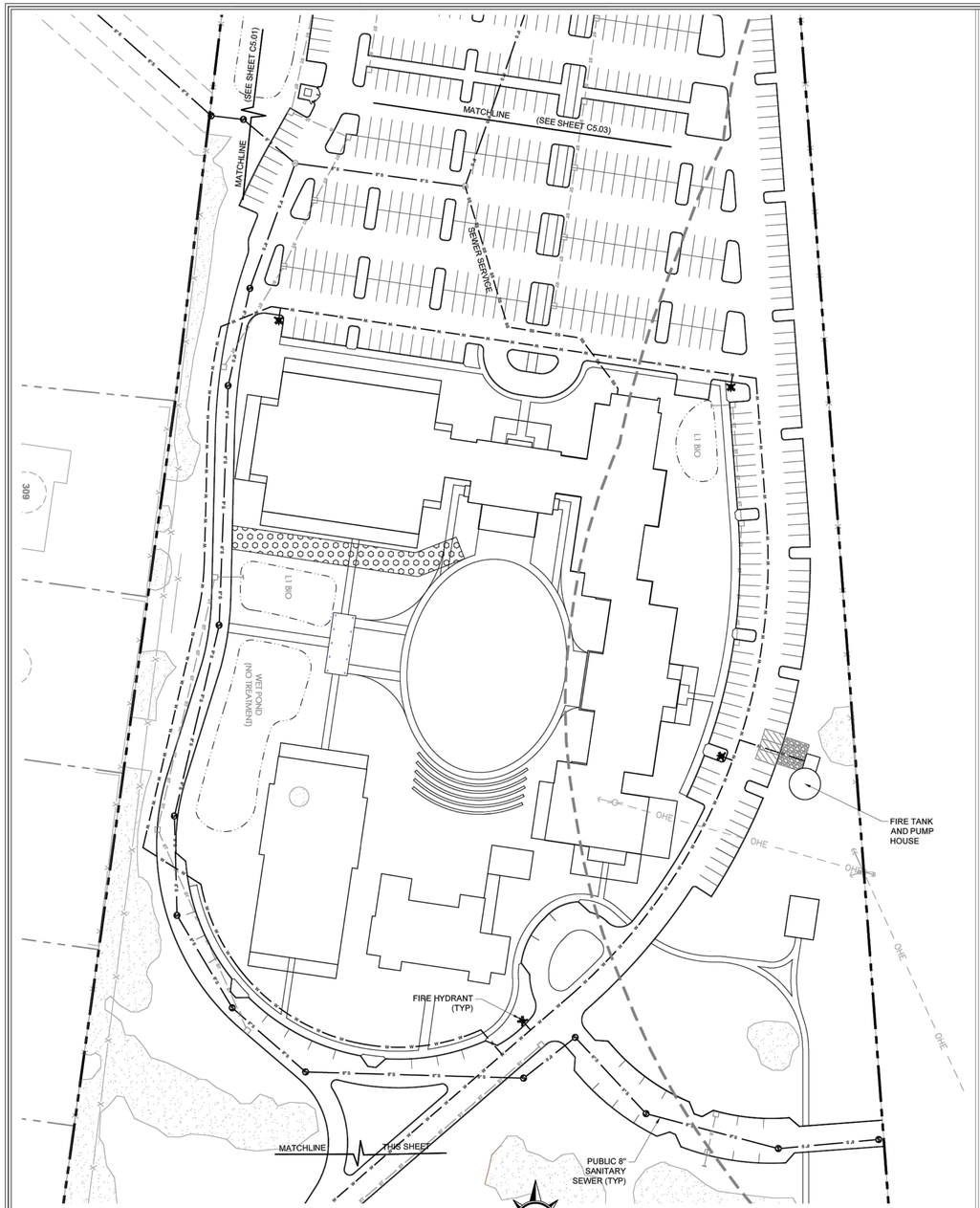
Sheet No.
C 5.01

DRAKE A. REEDER — REGISTERED — TENNESSEE No. 3717 — LANDSCAPE ARCHITECT

Revision Date
△ _____
△ _____
△ _____
△ _____

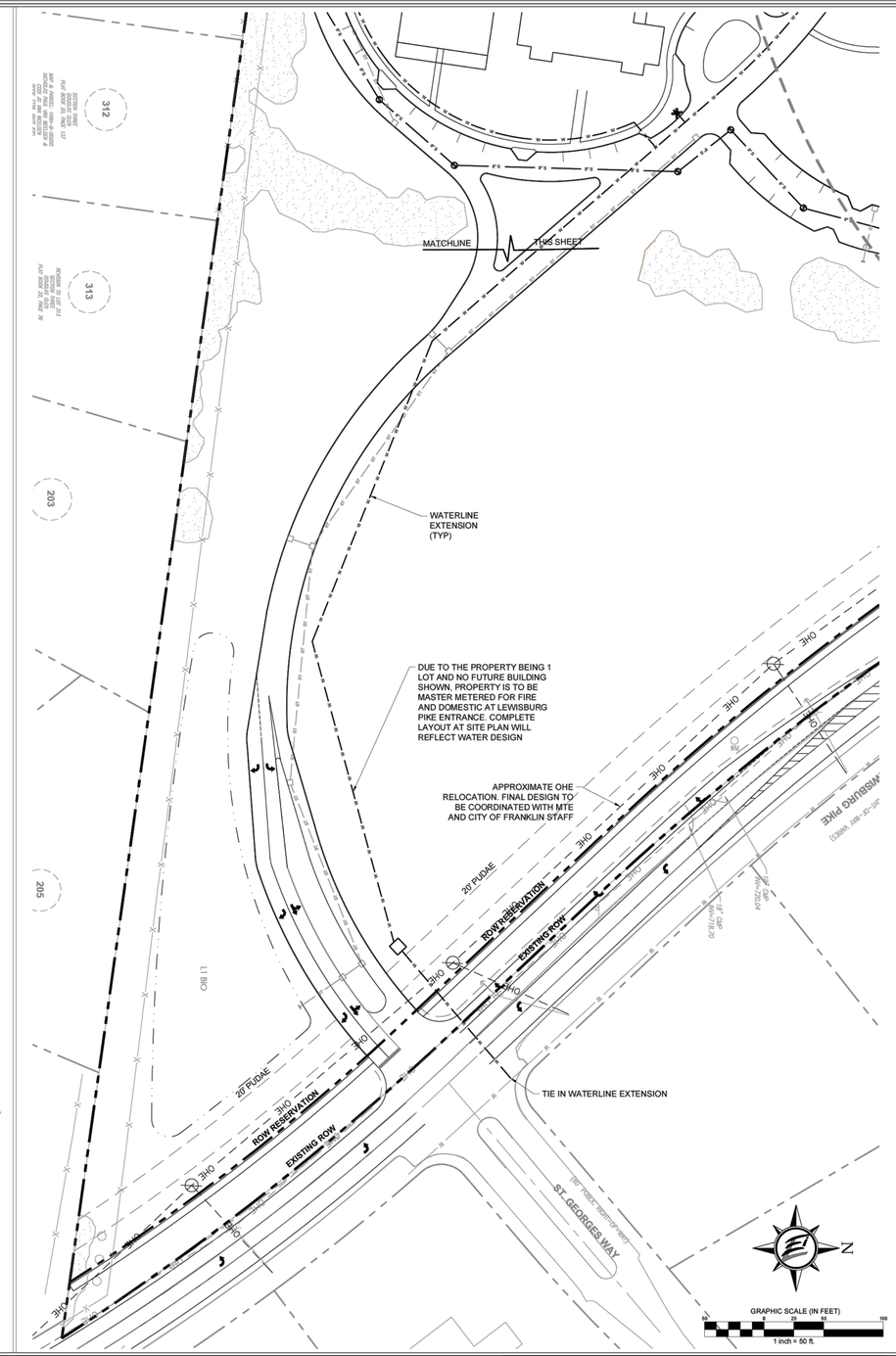
OVERALL DEVELOPMENT PLAN
SHEET
C5.01
COF #9114

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)
Franklin, Williamson County, Tennessee



FIRE PROTECTION

1. FIRE PROTECTION TO BE PROVIDED BY WATER MAINS AND FIRE HYDRANTS, SUPPLEMENTED BY A FIRE TANK AND PUMP HOUSE.
2. TANK FOR FIRE PROTECTION TANK FOR FIRE PROTECTION TO BE 27' DIAMETER WITH 21'6" HEIGHT AT PEAK.
3. PUMP HOUSE TO BE 12'X12' WITH AN ELECTRIC FIRE PUMP.
4. TANK SIZES ARE PRELIMINARY, AND FINAL DESIGN FOR FIRE PROTECTION TO BE COORDINATED WITH CITY OF FRANKLIN FIRE DEPARTMENT AND FRANKLIN WATER MANAGEMENT DEPARTMENT AT SITE PLAN.



GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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DEVELOPMENT PLAN
REVISION 1 (FELLOWSHIP BIBLE CHURCH)
PARCEL 106.00800
CITY OF FRANKLIN PROJECT NO. 8389
FRANKLIN, TENNESSEE

Rev.	Date

JOHN R. GORDON — REGISTERED ENGINEER — AGRICULTURE — CIVIL — No. 104939 — STATE OF TENNESSEE — 7-1-24

Issue Date:	February 1, 2024
ELI Project No:	23-11-1202
Drafted By:	RDP
Checked By:	JRG

Sheet Title:
ENLARGED UTILITY PLAN

Sheet No.
C 5.02

SAME AS PREVIOUS APPROVED DEVELOPMENT PLAN, REVISION 1 (NO CHANGE)

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)
Franklin, Williamson County, Tennessee

DRAKE A. REEDER — REGISTERED — TENNESSEE — LANDSCAPE ARCHITECT

Revision Date
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△ _____
△ _____
△ _____

OVERALL DEVELOPMENT PLAN
SHEET
C5.02
COF #9114

Filename: W:\23-11-1202 Fellowship Bible Church\3_CAD\Production\1_Development Plan\Utility.dwg
Layout: Layout1 Plotted: Monday, July 01, 2024 - 8:47 am
By: jsmg



GRAPHIC SCALE (IN FEET)
50 0 50 100
1 inch = 50 ft.

N

SAME AS PREVIOUS APPROVED
DEVELOPMENT PLAN, REVISION 1
(NO CHANGE)

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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TUCK AWAY PUD SUBDIVISION PLAN
DEVELOPMENT PLAN
REVISION 1 (FELLOWSHIP BIBLE CHURCH)
PARCEL 106-00800
CITY OF FRANKLIN PROJECT NO. 8389
FRANKLIN, TENNESSEE

Rev.	Date

JOHN R. GORDON — REGISTERED — AGRICULTURAL ENGINEER — 7-1-24 — STATE OF TENNESSEE

Issue Date:	February 1, 2024
ELI Project No:	23-11-1202
Drafted By:	RDP
Checked By:	JRG

Sheet Title:
ENLARGED UTILITY PLAN

Sheet No.
C 5.03

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)
Franklin, Williamson County, Tennessee

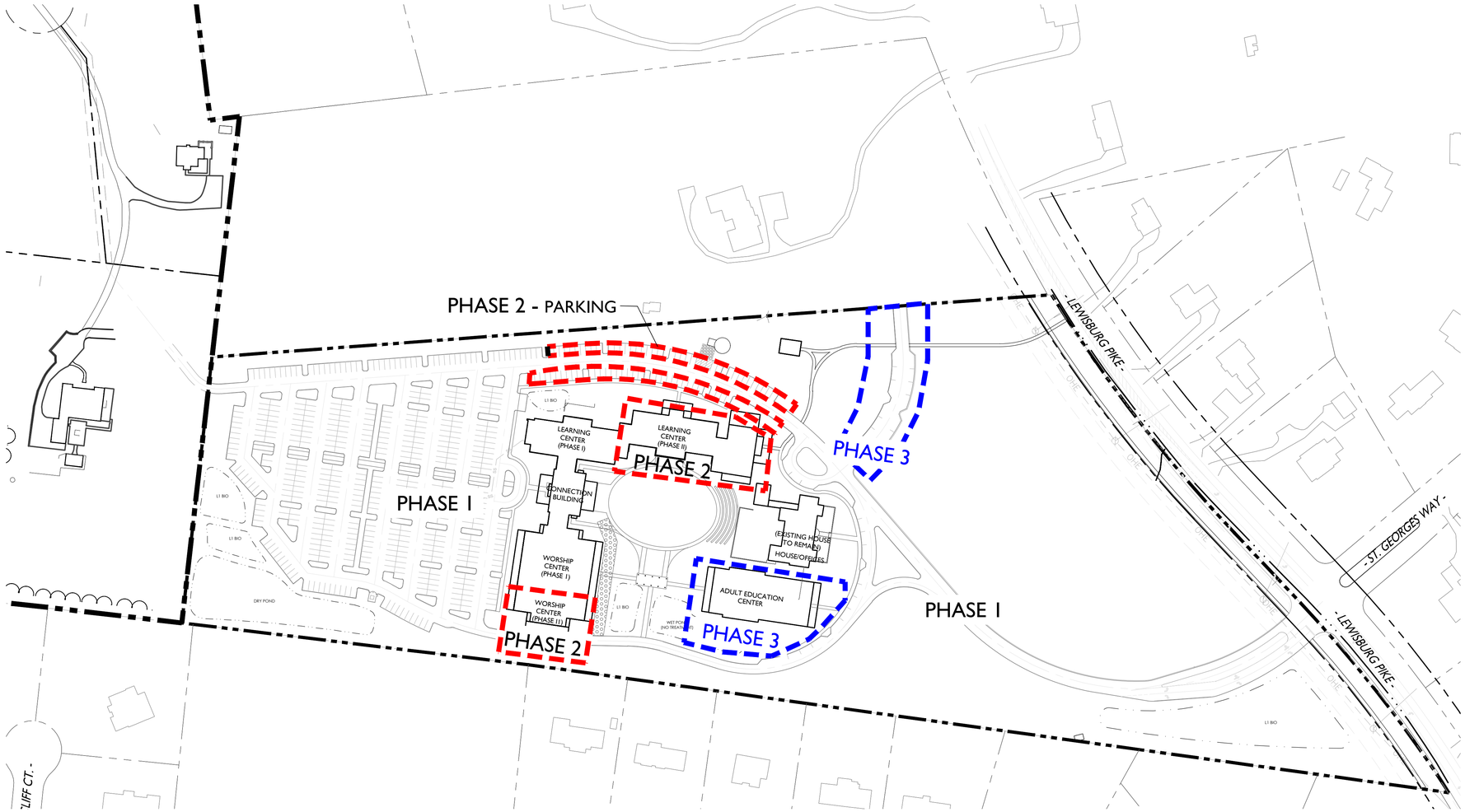
DRAKE A. REEDER — REGISTERED — LANDSCAPE ARCHITECT — TENNESSEE NO. 1211 — COMMERCE

Revision Date
△ _____
△ _____
△ _____
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OVERALL DEVELOPMENT PLAN

SHEET
C5.03
COF #9114

Filename: W:\23-11-1202 Fellowship Bible Church\3_CAD\Production\1_Development Plan\Utility.dwg
Layout Name: C 5.03 Enlarged Utility Plan
Plotted: Monday, July 01, 2024 - 8:45 am
By: jrg



SITE DATA CHART

PROJECT NAME:	TUCK AWAY PUD, REVISION 2
PROJECT NUMBER:	XXXX
ADDRESS:	1190 LEWISBURG PIKE, FRANKLIN, TN 37064
PARCEL(S):	106 00800
ACREAGE / SF OF SITE:	25.64 AC / 1,116,977 SF
VESTING (IF APPLICABLE):	MARCH 23, 2021 (ORIGINAL BOMA APPROVAL DATE)
CIVIL DISTRICT:	10TH
EXISTING ZONING:	PD (120,000 SF)
ZONING OVERLAY:	500' HHO BUFFER
BUILDING TYPES APPLIED:	CIVIC
FRONTAGE TYPES APPLIED:	YARD/LANDSCAPE FRONTAGE
LOT WIDTH:	N/A
LOT SIZE:	N/A
SETBACKS	
FRONT:	100'
SIDE:	5'
REAR:	20'
PERMITTED USES:	PASSIVE PARKS AND OPEN SPACES CHARITABLE, FRATERNAL, OR SOCIAL ORGANIZATIONS PLACES OF PUBLIC ASSEMBLY OFFICES
PARKING, PROVIDED:	2.5 SEATS PER PARKING SPACE* 1,200 SEATS / 2.5 = 480 PARKING REQUIRED 588 PARKING PROVIDED (ALL SURFACE & IMPERVIOUS) *NUMBER PROVIDED BY COF
BUILDING HEIGHT:	MAX 2 STORIES
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	5%
TREE CANOPY RETENTION ACREAGE:	1.45 AC
OWNER:	FELLOWSHIP BIBLE CHURCH 1210 FRANKLIN ROAD, BRENTWOOD, TN 37027
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, FRANKLIN, TN 37069 SUITE 145
NUMBER:	(615) 975-5765
EMAIL:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE

BUILDING SQUARE FOOTAGES

PHASE 1

BLDG	SQ. FT.
WORSHIP CENTER - I	15,900
CONNECTION BLDG	6,000
LEARNING CENTER - I	20,600
HOUSE / OFFICES	10,500

PHASE 2

BLDG	SQ. FT.
WORSHIP CENTER - II	10,200
LEARNING CENTER - II	35,300

PHASE 2

ADULT EDUCATION CENTER	21,000

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)

Franklin, Williamson County, Tennessee

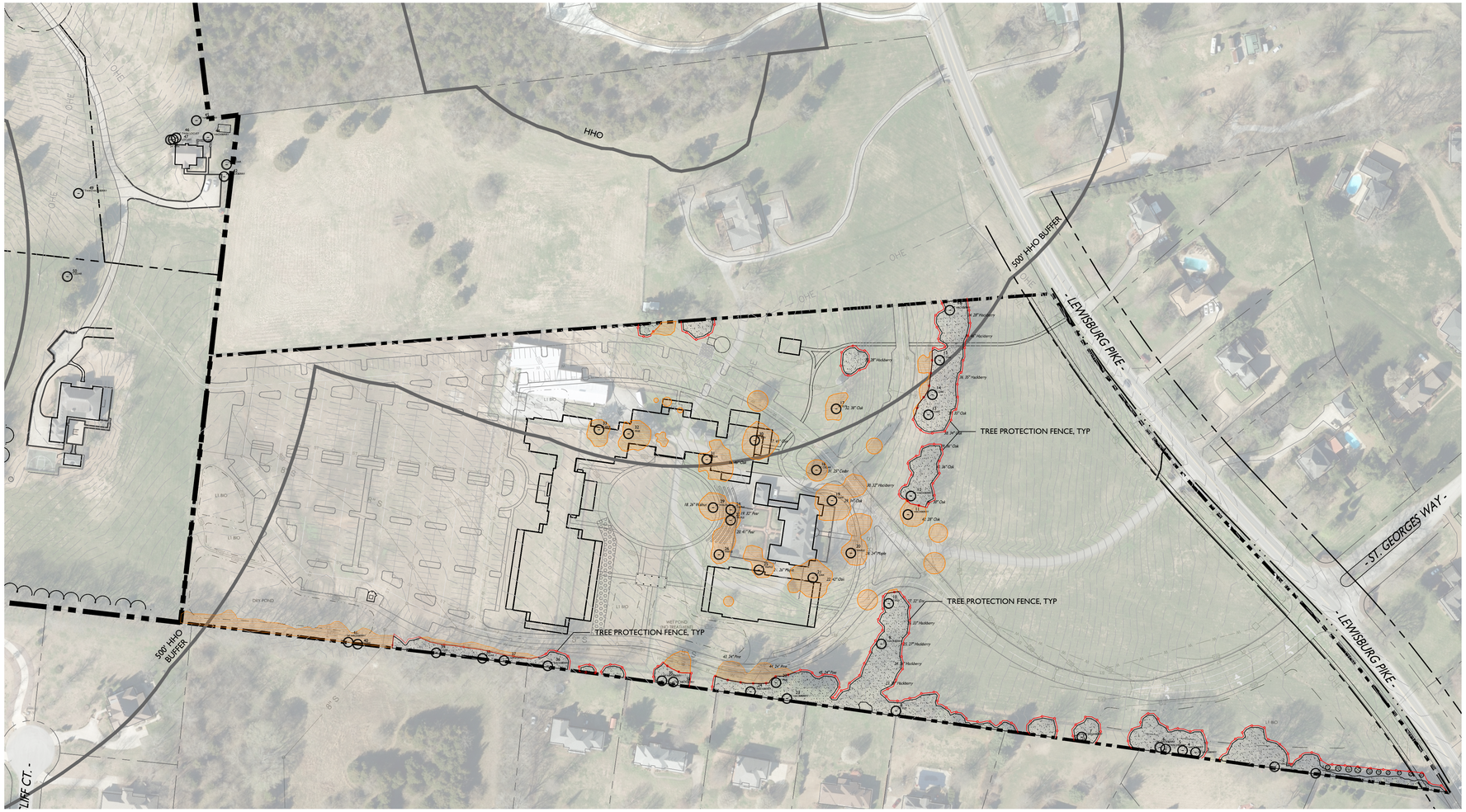
DRAKE A. REEDER REGISTERED LANDSCAPE ARCHITECT TENNESSEE No. 1... COMMERCE

Revision Date

PHASING PLAN

SHEET
C6.0

COF #9114



SITE DATA CHART

PROJECT NAME:	TUCK AWAY PUD, REVISION 2
PROJECT NUMBER:	XXXX
ADDRESS:	1190 LEWISBURG PIKE, FRANKLIN, TN 37064
PARCEL(S):	106 00800
ACREAGE / SF OF SITE:	25.64 AC / 1,116,977 SF
VESTING (IF APPLICABLE):	MARCH 23, 2021 (ORIGINAL BOMA APPROVAL DATE)
CIVIL DISTRICT:	10TH
EXISTING ZONING:	PD (120,000 SF)
ZONING OVERLAY:	500' HHO BUFFER
BUILDING TYPES APPLIED:	CIVIC
FRONTAGE TYPES APPLIED:	YARD/LANDSCAPE FRONTAGE
LOT WIDTH:	N/A
LOT SIZE:	N/A
SETBACKS	
FRONT:	100'
SIDE:	5'
REAR:	20'
PERMITTED USES:	PASSIVE PARKS AND OPEN SPACES CHARITABLE, FRATERNAL, OR SOCIAL ORGANIZATIONS PLACES OF PUBLIC ASSEMBLY OFFICES
PARKING, PROVIDED:	2.5 SEATS PER PARKING SPACE* 1,200 SEATS / 2.5 = 480 PARKING REQUIRED 588 PARKING PROVIDED (ALL SURFACE & IMPERVIOUS) *NUMBER PROVIDED BY COF
BUILDING HEIGHT:	MAX 2 STORIES
MINIMUM LSA:	20%
OPEN SPACE REQUIRED:	5%
TREE CANOPY RETENTION ACREAGE:	1.45 AC
OWNER:	FELLOWSHIP BIBLE CHURCH 1210 FRANKLIN ROAD, BRENTWOOD, TN 37027
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, FRANKLIN, TN 37069 SUITE 145
NUMBER:	(615) 975-5765
EMAIL:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE

SPECIMEN TREE REPLACEMENT			
#	DIAMETER (in.)	SPECIES	STATUS
1	27	Hackberry	REMOVED
2	25	Hackberry	REMOVED
3	26	Oak	REMOVED
4	26	Oak	REMOVED
5	70	Osage	REMOVED
6	33	Oak	REMOVED
7	30	Cedar	REMOVED
8	24	Cedar	
9	27	Hackberry	
10	34	Cedar	
11	32	Cedar	REMOVED
12	34	Cedar	
13	28	Cedar	
14	25	Cedar	
15	46	Cedar	
16	46	Oak	
17	41	Oak	REMOVED
18	26	Walnut	REMOVED
19	32	Pear	REMOVED
20	41	Pear	REMOVED
21	26	Maple	REMOVED
22	42	Oak	
23	58	Hackberry	
24	56	Hackberry	
25	27	Hackberry	REMOVED
26	33	Hackberry	REMOVED
27	32	Elm	REMOVED
28	24	Maple	REMOVED
29	34	Oak	REMOVED
30	32	Hackberry	REMOVED
31	25	Cedar	REMOVED
32	38	Oak	REMOVED
33	28	Hackberry	REMOVED
34	28	Hackberry	
35	46	Hackberry	
36	35	Hackberry	
37	35	Oak	
38	34	Oak	
39	36	Oak	
40	36	Oak	REMOVED
41	30	Oak	REMOVED
TOTAL INCHES REMOVED:			774
REPLACEMENT INCHES REQD:			1548

TREE CANOPY RETENTION

OVERALL SITE AREA = 1,116,977 SF (25.64 AC)

EXISTING TREE CANOPY		REMOVED TREE CANOPY		PRESERVED TREE CANOPY	
2.68 AC	116,876 SF	1.25 AC	54,399 SF	1.43 AC	62,477 SF

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY:	116,876 SF; 2.68 AC (10% OF SITE)
REQUIRED CANOPY PRESERVATION:	54% (63,113 SF; 1.45 AC)
PROVIDED CANOPY PRESERVATION:	54% (63,135 SF; 1.45 AC)

KEY

- PRESERVED TREES
- REMOVED TREES
- TREE PROTECTION FENCE
- REMOVE SPECIMEN

TREE PROTECTION FENCING NOTES & DETAIL (NTS)

TREE PROTECTION NOTES:

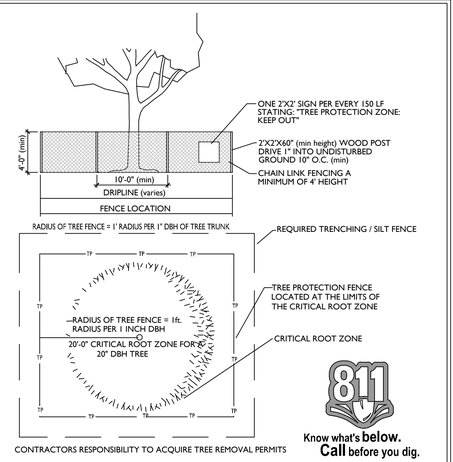
1. The tree protection barriers shall be constructed before the issuance of any permits, and shall remain intact throughout the entire period of construction.

2. The tree protection barrier shall be installed as labeled on this plan or a distance to the radius of the dripline, whichever is greatest, as measured from the trunk of the protected tree.

3. Any required excavation in or around the protection zone to accommodate underground services, footings, etc; shall be indicated on the plan, and shall be excavated by hand. In addition, related root pruning shall be accomplished via ANSI A-300-95 standard so as to minimize impact on the general root system.

4. The storage of building materials or stock piling shall not be permitted within the limits of or against the protection barriers.

5. Trees within the protection barriers must be adequately cared for throughout the construction process (i.e., they must be watered sufficiently). Fill shall not be placed upon the root system as to endanger the health or life of the affected tree.



CONTRACTORS RESPONSIBILITY TO ACQUIRE TREE REMOVAL PERMITS

SAME AS PREVIOUS APPROVED DEVELOPMENT PLAN, REVISION 1 (NO CHANGE)

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)

Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED TENNESSEE LANDSCAPE ARCHITECT

Revision Date

OVERALL TREE PRESERVATION PLAN

SHEET
L1.0

COF #9114

MATCHLINE B

MATCHLINE A

500' HHO BUFFER

- LEWISBURG PIKE -

- ST. GEORGES WAY -

- LEWISBURG PIKE -

TREE PROTECTION FENCE, TYP

TREE PROTECTION FENCE, TYP

TREE PROTECTION FENCE, TYP

TREE PROTECTION FENCE, TYP

WET POND (NO TREATMENT)

LI BIO

LI BIO

SAME AS PREVIOUS APPROVED DEVELOPMENT PLAN, REVISION 1 (NO CHANGE)

KEY PLAN

KEY

- PRESERVED TREES
- REMOVED TREES
- TREE PROTECTION FENCE
- REMOVE SPECIMEN

SPECIMEN TREE REPLACEMENT

#	DIAMETER (in.)	SPECIES	STATUS
1	27	Hackberry	REMOVED
2	25	Hackberry	REMOVED
3	26	Oak	REMOVED
4	26	Oak	REMOVED
5	70	Osage	REMOVED
6	33	Oak	REMOVED
7	30	Cedar	REMOVED
8	24	Cedar	
9	27	Hackberry	
10	34	Cedar	
11	32	Cedar	REMOVED
12	34	Cedar	
13	28	Cedar	
14	25	Cedar	
15	46	Cedar	
16	46	Oak	
17	41	Oak	REMOVED
18	26	Walnut	REMOVED
19	32	Pear	REMOVED
20	41	Pear	REMOVED
21	26	Maple	REMOVED
22	42	Oak	
23	58	Hackberry	
24	56	Hackberry	
25	27	Hackberry	REMOVED
26	33	Hackberry	REMOVED
27	32	Elm	REMOVED
28	24	Maple	REMOVED
29	34	Oak	REMOVED
30	32	Hackberry	REMOVED
31	25	Cedar	REMOVED
32	38	Oak	REMOVED
33	28	Hackberry	REMOVED
34	28	Hackberry	
35	46	Hackberry	
36	35	Hackberry	
37	35	Oak	
38	34	Oak	
39	36	Oak	
40	36	Oak	REMOVED
41	30	Oak	REMOVED
TOTAL INCHES REMOVED:			774
REPLACEMENT INCHES REQD:			1548

N

0 50 100 150

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)

Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED LANDSCAPE ARCHITECT TENNESSEE No. 1211 COMMERCE

Revision Date

ENLARGED TREE PRESERVATION PLAN

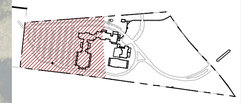
SHEET

LI.1

COF #9114



SAME AS PREVIOUS APPROVED DEVELOPMENT PLAN, REVISION 1 (NO CHANGE)



KEY PLAN

KEY

- PRESERVED TREES
- REMOVED TREES
- TREE PROTECTION FENCE
- REMOVE SPECIMEN

SPECIMEN TREE REPLACEMENT

#	DIAMETER (in.)	SPECIES	STATUS
1	27	Hackberry	REMOVED
2	25	Hackberry	REMOVED
3	26	Oak	REMOVED
4	26	Oak	REMOVED
5	70	Osage	REMOVED
6	33	Oak	REMOVED
7	30	Cedar	REMOVED
8	24	Cedar	
9	27	Hackberry	
10	34	Cedar	
11	32	Cedar	REMOVED
12	34	Cedar	
13	28	Cedar	
14	25	Cedar	
15	46	Cedar	
16	46	Oak	
17	41	Oak	REMOVED
18	26	Walnut	REMOVED
19	32	Pear	REMOVED
20	41	Pear	REMOVED
21	26	Maple	REMOVED
22	42	Oak	
23	58	Hackberry	
24	56	Hackberry	
25	27	Hackberry	REMOVED
26	33	Hackberry	REMOVED
27	32	Elm	REMOVED
28	24	Maple	REMOVED
29	34	Oak	REMOVED
30	32	Hackberry	REMOVED
31	25	Cedar	REMOVED
32	38	Oak	REMOVED
33	28	Hackberry	REMOVED
34	28	Hackberry	
35	46	Hackberry	
36	35	Hackberry	
37	35	Oak	
38	34	Oak	
39	36	Oak	
40	36	Oak	REMOVED
41	30	Oak	REMOVED
TOTAL INCHES REMOVED:			774
REPLACEMENT INCHES REQD:			1548

N

0 50 100 150

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION DEVELOPMENT PLAN, REVISION 2 (FELLOWSHIP BIBLE CHURCH)

Franklin, Williamson County, Tennessee

DRAKE A. REEDER REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 373

Revision Date

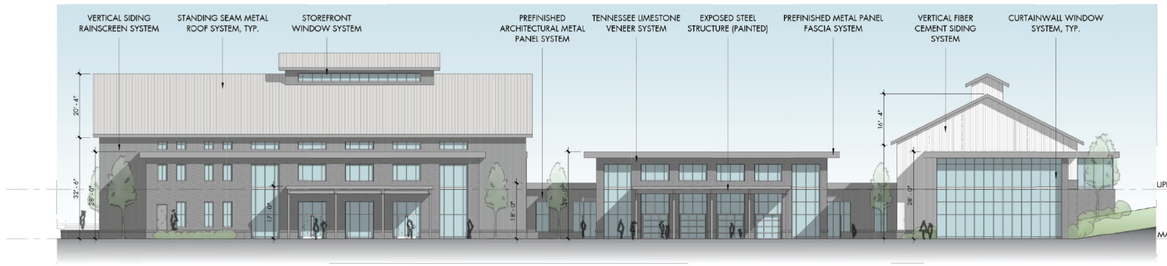
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- △ _____

ENLARGED TREE PRESERVATION PLAN

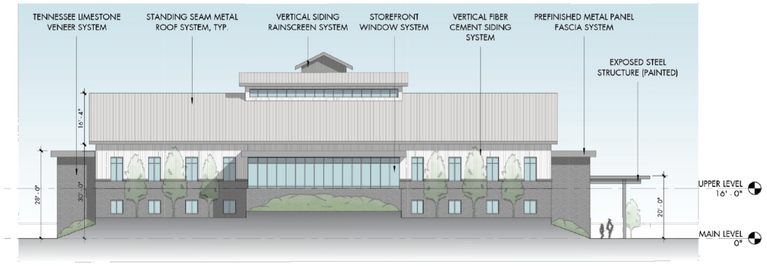
SHEET

L1.2

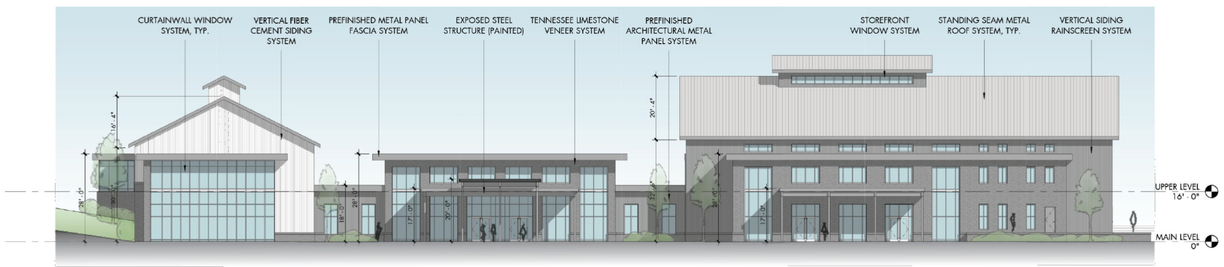
COF #9114



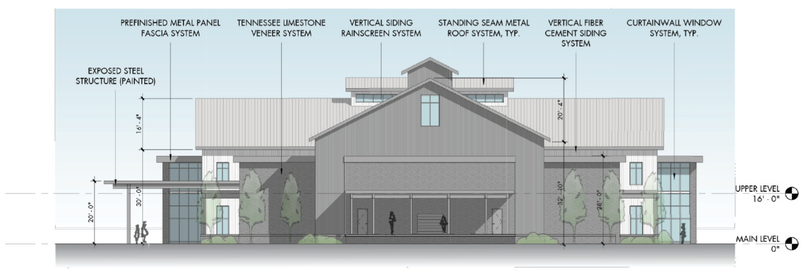
- 01 BUILDING ELEVATION
OVERALL ELEVATION - EAST - PHASE 1



- 02 BUILDING ELEVATION
OVERALL ELEVATION - NORTH - PHASE 1



- 03 BUILDING ELEVATION
OVERALL ELEVATION - WEST (ENTRY) - PHASE 1



- 04 BUILDING ELEVATION
OVERALL ELEVATION - SOUTH - PHASE 1

THE ELEVATIONS PROVIDED FOR THE DEVELOPMENT PLAN ARE CONCEPTUAL IN NATURE, BUT ALL ELEVATIONS WILL BE REVIEWED FOR COMPLIANCE AT SITE PLAN AND MUST MEET ALL REQUIREMENTS OF ZONING ORDINANCE.

ALL BUILDINGS TO BE A MAXIMUM HEIGHT OF 2 STORIES AND CONSTRUCTION TYPE II-B

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SAME AS PREVIOUS APPROVED DEVELOPMENT PLAN, REVISION 1 (NO CHANGE)

BAUER | ASKEW
architecture plc
615 1726.0047 F726.4891 615
1615 sixteenth avenue south
nashville tennessee 37212

JAMES CHARLES LOW
REGISTERED
LICENSED ARCHITECT
STATE OF TENNESSEE

COF: 8389

BAA: 23007

Fellowship Bible Church

FELLOWSHIP BIBLE CHURCH DEVELOPMENT PLAN

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

DESCRIPTION	DATE

OVERALL EXTERIOR ELEVATIONS - PHASE 1

A3.01

JULY 1, 2024

INITIAL SUBMITTAL

www.baueraskewarchitecture.com

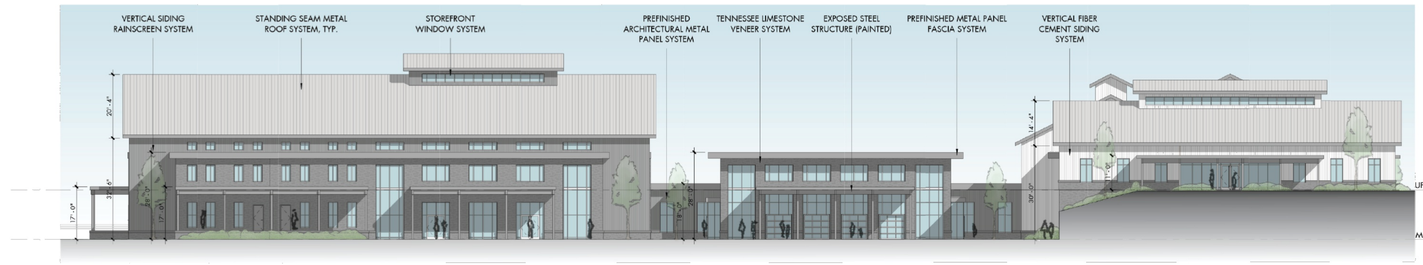
GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)
Franklin, Williamson County, Tennessee

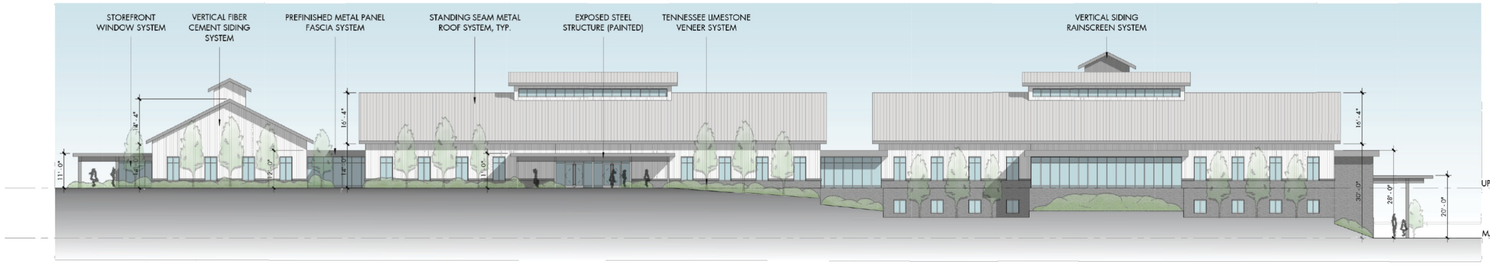
DRAKE A. REEDER
REGISTERED
LANDSCAPE ARCHITECT
TENNESSEE NO. 371

Revision Date
△ _____
△ _____
△ _____
△ _____

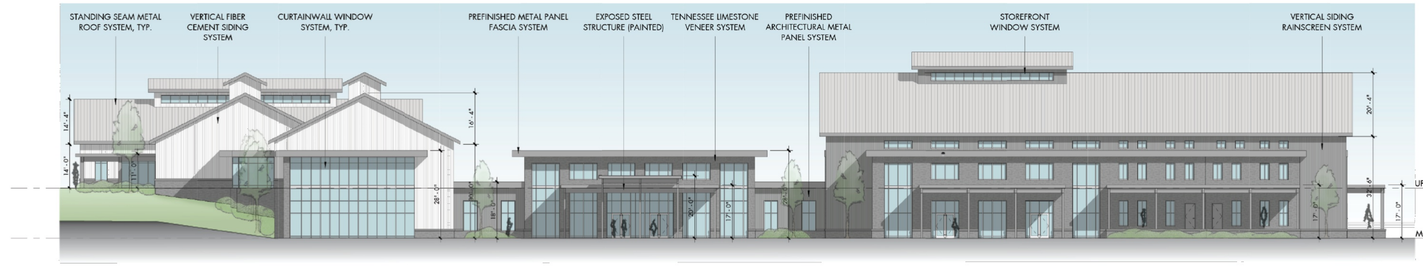
OVERALL DEVELOPMENT PLAN
SHEET A3.01
COF #9114



- 01 BUILDING ELEVATION
OVERALL ELEVATION - EAST - PHASE 2



- 02 BUILDING ELEVATION
OVERALL ELEVATION - NORTH - PHASE 2



- 03 BUILDING ELEVATION
OVERALL ELEVATION - WEST (ENTRY) - PHASE 2



- 04 BUILDING ELEVATION
OVERALL ELEVATION - SOUTH - PHASE 2

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ALL BUILDINGS TO BE A MAXIMUM HEIGHT OF 2 STORIES AND CONSTRUCTION TYPE II-B

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GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

TUCK AWAY PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 2
(FELLOWSHIP BIBLE CHURCH)
Franklin, Williamson County, Tennessee

COF: 8389

BAA: 23007

Fellowship Bible Church

FELLOWSHIP BIBLE CHURCH
DEVELOPMENT PLAN

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

DESCRIPTION DATE

OVERALL EXTERIOR ELEVATIONS - PHASE 2

A3.02

JULY 1, 2024

INITIAL SUBMITTAL

www.baueraskewarchitecture.com

Revision Date
1 _____
2 _____
3 _____
4 _____

SAME AS PREVIOUS APPROVED DEVELOPMENT PLAN, REVISION 1 (NO CHANGE)

OVERALL DEVELOPMENT PLAN
SHEET A3.02
COF #9114



DEVELOPMENT PLAN, REVISION 2
TUCKAWAY PUD

PLANNING COMMISSION PRESENTATION 5/28/2026

Fellowship Bible Church



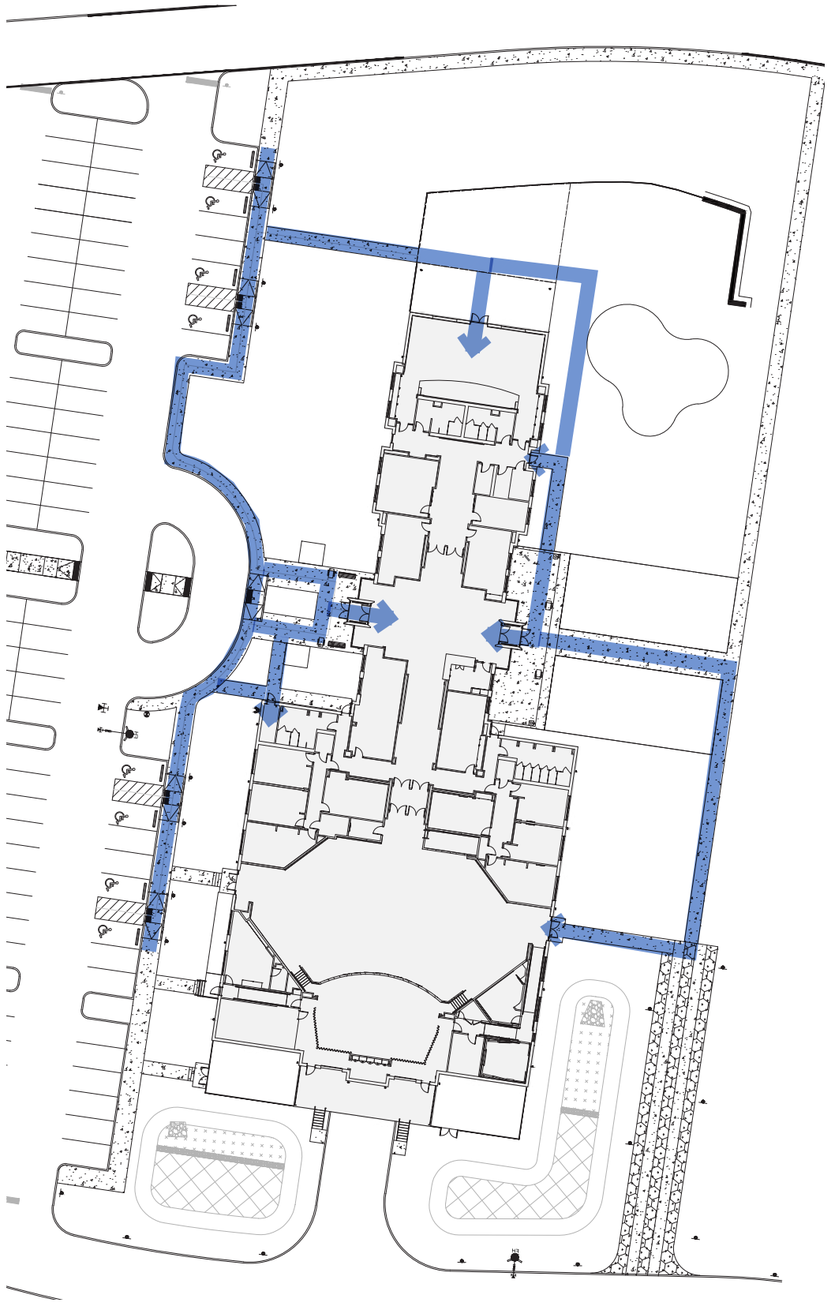
DEVELOPMENT PLAN REVISION 2

This revision is for 2 additional modification of standards request.

MOS #1: Previously approved; no change

MOS #2: A modification request to allow the required pedestrian connection to be made to the existing house front door only and to permit the use of alternative pedestrian materials, such as mulch, in lieu of a paved sidewalk. This sidewalk would not be required to be installed until the sidewalk along Lewisburg Pike is installed.

MOS #3: A modification request to allow deferral of sidewalk construction along Lewisburg Pike until such time that Lewisburg Pike is improved and widened, or for a period of up to ten (10) years, whichever occurs first.





MOS REQUEST #2:

A modification request to allow the required pedestrian connection to be made to the existing house front door only and to permit the use of alternative pedestrian materials, such as mulch, in lieu of a paved sidewalk. This sidewalk would not be required to be installed until the sidewalk along Lewisburg Pike is installed.



MOS REQUEST #3:

A modification request to allow deferral of sidewalk construction along Lewisburg Pike until such time that Lewisburg Pike is improved and widened, or for a period of up to ten (10) years, whichever occurs first.



DEVELOPMENT PLAN REVISION 2

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MOS #3: A modification request to allow deferral of sidewalk construction along Lewisburg Pike until such time that Lewisburg Pike is improved and widened, or for a period of up to ten (10) years, whichever occurs first.

City of Franklin

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

File #: 26-0590

DATE: 6/9/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

Presentation On TDOT's SR-6/East Main Street Bridge Replacement Over the Harpeth River

PURPOSE:

The purpose of this memorandum is to inform the Franklin Board of Mayor and Aldermen (BOMA) about the Tennessee Department of Transportation's (TDOT's) planned replacement of the SR-6 (East Main Street) Bridge over the Harpeth River.

BACKGROUND/STAFF COMMENTS:

TDOT will provide an overview of the planned replacement of the SR-6 (East Main Street) Bridge over the Harpeth River. The existing 1929 structure is in poor condition, weight-restricted, and does not meet current design standards. TDOT's presentation will outline the proposed modernized bridge design, anticipated traffic impacts during construction, the project schedule, and their public outreach plan.

This presentation is intended to inform the Board of the project scope, timeline, and expected community impacts.

FINANCIAL IMPACT:

No Financial Impact.

RECOMMENDATION:

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

SR 6/E Main St over the Harpeth River Bridge Williamson County

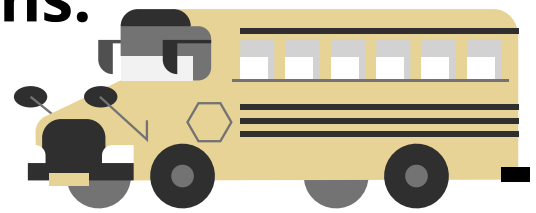
Project Information



- **124873.00** – SR 6 (E Main St.) Bridge Replacement over the Harpeth River, LM 12.51

Purpose

- The bridge was constructed in 1929 and has received an overall **poor condition rating.**
  - Nearly 100 years old
  - Life-span of a bridge: 50–70 years
- The existing deck geometry and traffic safety features **do not meet current design specifications.**
  - 28 tons gross weight restriction



Standard School Bus:
12 - 18 tons

Purpose

- **Modernization & Enhanced Safety**
  - Four-span concrete box bridge will replace the existing six-span concrete bridge
  - Three 11-foot travel lanes will replace the existing 12-foot travel lanes with 6-foot shoulders
    - 3.5-foot bike lanes
    - 6.5-foot sidewalks with concrete barrier rail to separate from travel lanes
- **Hydraulic Enhancements**
  - Water flow improvements through the Harpeth River corridor
  - Will remove several upstream buildings from the floodplain

Schedule

- Bridge is part of TDOT's 10-year Project Plan
- Funded for construction this fiscal year
- Currently in June 2026 bid letting
- Project estimated start: August/September 2026
- Project estimated completion: December 2028

TDOT Action Plan

- Coordination with local leaders.
  - In-person meeting in May 2026.
- Informational meeting with nearby impacted businesses & entities.
  - June 2026.
- Press release.
  - Fall 2026 - Inform the community about upgrades to infrastructure, traffic impacts, and ways to contact TDOT.

Phases & Traffic Impacts

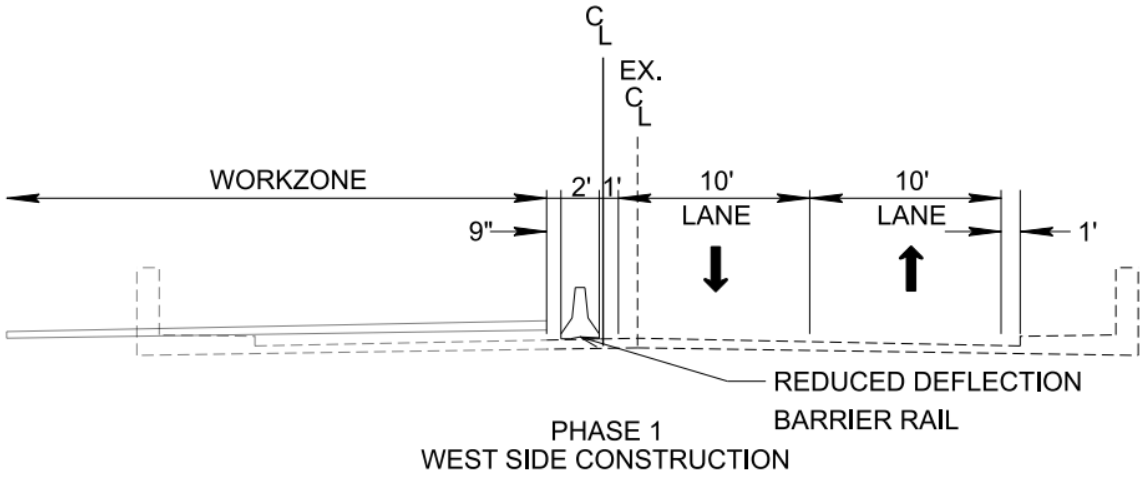
Note: Subject to change

All Phases

- One lane of travel in each direction.
- No weekend closures to recreational use of the Harpeth River throughout construction.
- Public notice of any river closure is to be provided two weeks prior to closure.
- Construction halted during Pilgrimage Festival (no festival in 2026).
- Transit shuttles will be permitted in all phases.

Traffic Phase 1: 12 Months*

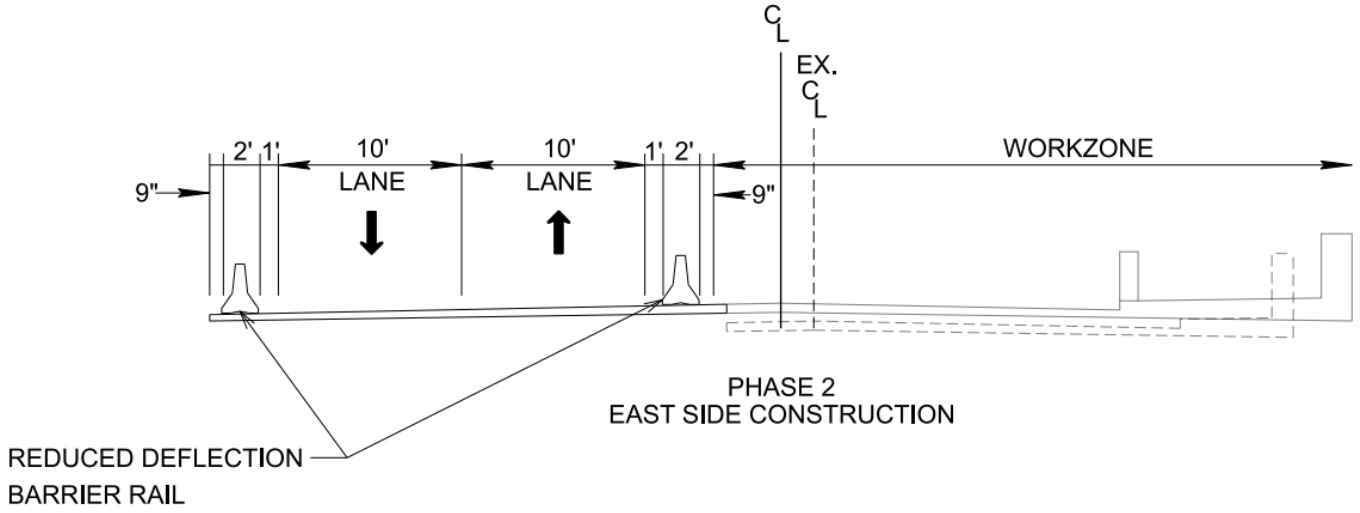
- Travel lanes reduced to 10-foot lanes with a 1-foot shoulder on each side.
- Flagging operations during off-peak hours.
- Occasional temporary full bridge closures.




Traffic Phase One
Sidewalks Open
One Lane in Each Direction
Southbound
Northbound

Traffic Phase 2: 12 Months*

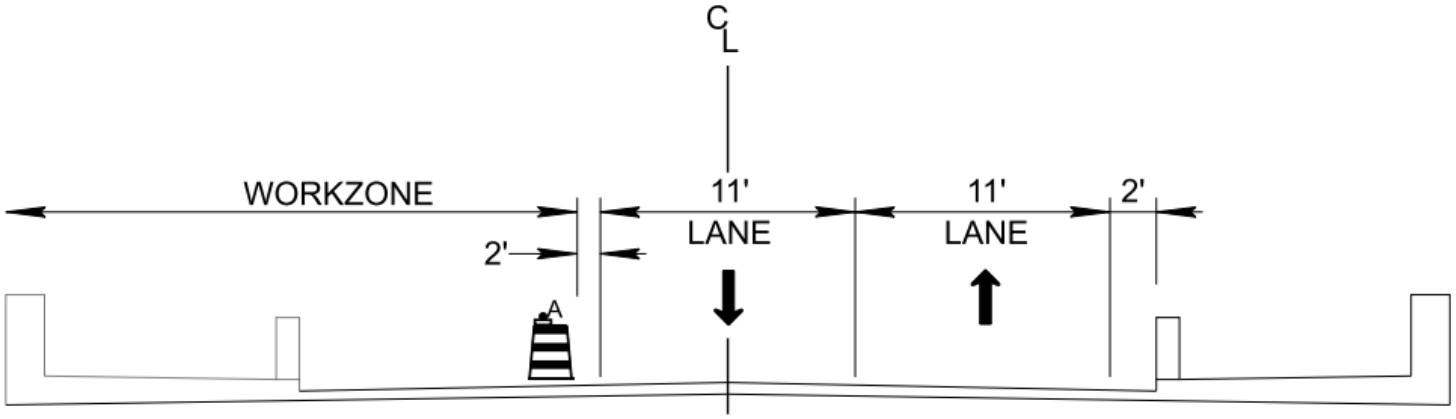
- One lane of traffic in each direction
- **Commercial motor vehicles** (CMVs) will not be permitted on the bridge.
  - Transit shuttles permitted
  - A signed detour route will be implemented
- Full closure of sidewalks




Traffic Phase Two
Sidewalks Closed
CMVs Not Permitted
One Lane in Each Direction
Northbound
Southbound

Traffic Phase 3: 4 Months*

- Traffic shift onto the proposed alignment.
  - SB outside lane closure

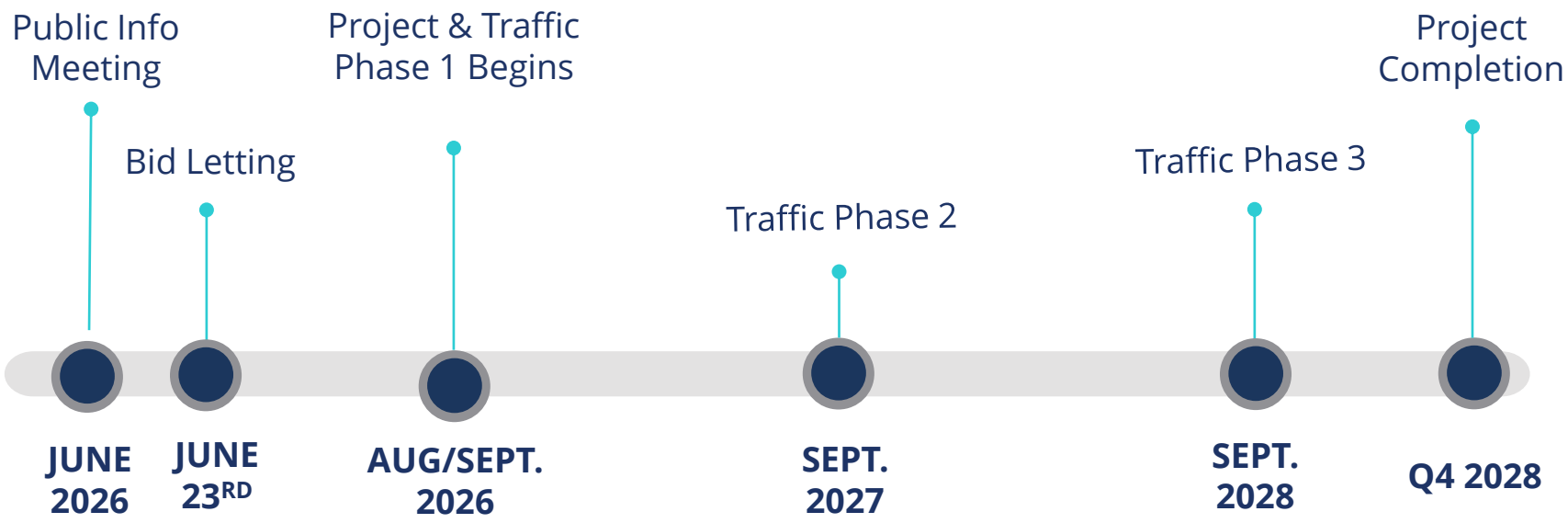


PHASE 3
WEST SIDEWALK FINISHES

**Subject to change*


Traffic Phase Three
Sidewalks Closed
One Lane in Each Direction
Southbound
Northbound

TDOT Timeline* and Communications Plan



TDOT Outreach Plan:

- One informational public meeting
  - Direct outreach with Battle Ground Academy, St. Philip Catholic Church, The Factory, restaurants, and small businesses on the 100-90 block of E. Main St.
- Media advisories for traffic phase changes
- Coordination with City of Franklin Communications

TDOT Contacts

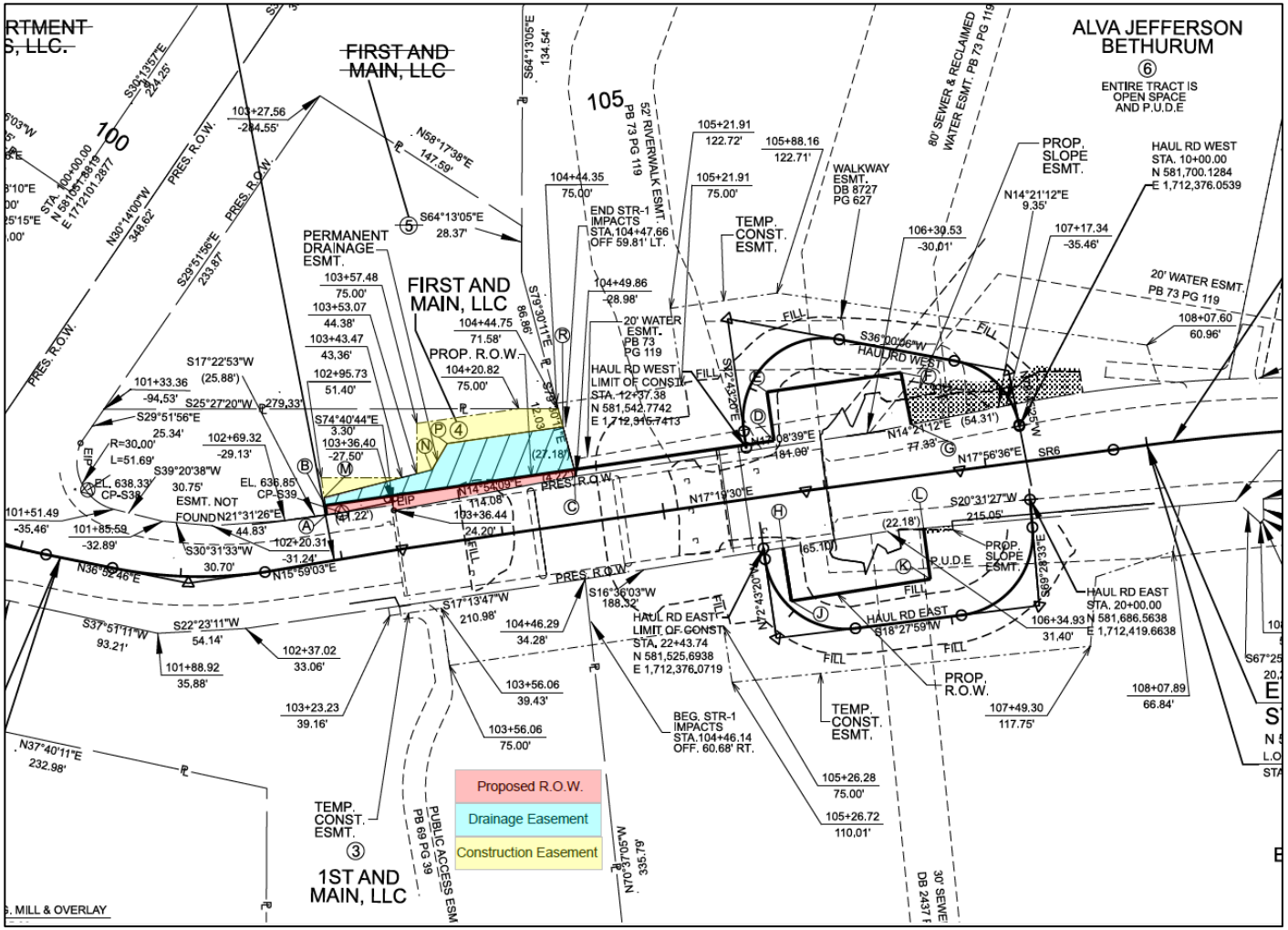
- **Project Management:** Scott Johnson
  - 615.350.4263
  - Scott.Johnson@tn.gov

- **District Manager:** Adam Vance
  - 615.815.9928
  - Adam.Vance@tn.gov

- **Team Lead (Construction):** Osama Mohamed
  - 615.350.4458
  - Osama.Mohamed@tn.gov

- **Community Relations:** Erin Zeigler
  - 629.277.2458
  - Erin.Zeigler@tn.gov

Easements on Tract 4




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HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 26-0570

DATE: 6/9/2026

TO: Board of Mayor and Aldermen

FROM: Kristine Brock, Asst. City Administrator/CFO
Margaret Wilson, Finance Director
Wesley Wright, Purchasing Manager

SUBJECT:

Consideration Of Resolution 2026-43, A Resolution Adopting A Revised Procurement Policy Of The City Of Franklin, Tennessee

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

The City of Franklin has a procurement policy that requires occasional revisions to address emerging and new issues pertaining to the procurement of goods and services. The Finance Department is responsible for the monitoring of this policy and recommending updates as required. The current proposed revisions pertain to the proper use of city purchasing cards when shopping online and maintenance of accounts with local and online retailers.

FINANCIAL IMPACT:

There is no financial impact associated with this policy revision.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2026-43.

RESOLUTION 2026-43

A RESOLUTION ADOPTING A REVISED PROCUREMENT POLICY OF THE CITY OF FRANKLIN, TENNESSEE

WHEREAS, in 2004, the Board of Mayor and Aldermen of the City of Franklin established methods to comply with the Municipal Purchasing Law of 1983, as amended, and to provide for a more formal process for the procurement of equipment, services, and materials for the operation of municipal government but not pertaining to the design and/or construction of new infrastructure and facilities; and

WHEREAS, on July 26, 2011, the Board of Mayor and Aldermen adopted Resolution No. 2011-26, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, on January 14, 2014, the Board of Mayor and Aldermen adopted Resolution No. 2014-06, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, on January 27, 2015, the Board of Mayor and Aldermen adopted Resolution No. 2014-90, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, on June 28, 2016, the Board of Mayor and Aldermen adopted Resolution No. 2016-24, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, on June 27, 2017, the Board of Mayor and Aldermen adopted Resolution No. 2017-41, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, on June 26, 2018, the Board of Mayor and Aldermen adopted Resolution No. 2018-24, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, on June 25, 2019, the Board of Mayor and Aldermen adopted Resolution No. 2019-49, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, on September 24, 2019, the Board of Mayor and Aldermen adopted Resolution No. 2019-82, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, on June 23, 2020, the Board of Mayor and Aldermen adopted Resolution No. 2020-69, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, on January 12, 2021, the Board of Mayor and Aldermen adopted Resolution No. 2020-214, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, on June 22, 2021, the Board of Mayor and Aldermen adopted Resolution No. 2021-91, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, on July 12, 2022, the Board of Mayor and Aldermen adopted Resolution No. 2022-41, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, on June 27, 2023, the Board of Mayor and Aldermen adopted Resolution No. 2023-27, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, on May 28, 2024, the Board of Mayor and Aldermen adopted Resolution No. 2024-36, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, on October 22, 2024, the Board of Mayor and Aldermen adopted Resolution No. 2024-88, a resolution adopting a revised purchasing policy for the City; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin for the procurement policy to be further revised (a) in order to expand the purview of the policy to include (1) purchasing card purchases via an online vendor and (2) purchasing card purchases via a local vendor and (b) in order to make miscellaneous other clarifications and other improvements to the policy.

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

Section 1. The Procurement Policy of the City of Franklin, Tennessee adopted by Resolution No. 2024-88, and all previous versions of that policy and any subsequent changes or revisions thereto, are hereby repealed in their entirety. In place thereof, the Procurement Policy of the City of Franklin, Tennessee, attached as Exhibit A hereto, is adopted.

Section 2. The Purchasing Manager of the City shall be responsible for the administration and enforcement of the policy hereby adopted.

Section 3. Changes or revisions to the policy hereby adopted shall be made only by resolution of the Board of Mayor and Aldermen of the City of Franklin.

Section 4. The effective date of the policy hereby adopted shall be July 1, 2026, the public welfare and the welfare of the City requiring it.

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

ATTEST:

By: _____
Cayce Anderson
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Ronda D. Webb
Staff Attorney

HISTORIC FRANKLIN TENNESSEE

Procurement Policy of the City of Franklin, Tennessee

A. General Provisions

This Procurement Policy of the City of Franklin, Tennessee shall apply to the City's procurement of materials, supplies, vehicles, equipment, the purchase of services (including both the design and/or construction of new infrastructure and facilities as well as the design and/or construction of improvements to existing infrastructure and facilities), leases and lease-purchases, and the disposal and transfer of surplus personal property, all for the proper conduct of the City's business.

All contracts, leases, and lease-purchase agreements are subject to the approval of the Board of Mayor and Aldermen, unless otherwise provided by resolution or ordinance. Any contracts, leases, and lease-purchase agreements extending beyond the end of the current fiscal year shall be so noted prior to consideration by the Board of Mayor and Aldermen. Leases and lease-purchase agreements meeting certain criteria (pursuant to T.C.A. § 9-24-104) are subject to preapproval by the Tennessee Comptroller of the Treasury Division of Local Government Finance. For any lease agreement that exceeds twelve (12) calendar months and for which the payments are at least $50,000.00, then see also the City's Lease Accounting and Reporting Policy as approved by resolution of the Board of Mayor and Aldermen.

Whenever the City undertakes its own competitive procurement process for the procurement of goods and/or services, then the City is hereby authorized to utilize the one or more of the following procurement methodologies best suited for the intended procurement:

- request for quotations (not for purchases valued at $50,000 or more)
- solicitation for bids
- request for proposals
- request for qualifications

This Procurement Policy is intended to promote the public interest and preserve and enhance the public trust by establishing a transparent procurement system by which the City conducts its procurement, and by providing vendors (including suppliers, service providers and contractors) with a fair forum for competing for City business.

B. Responsibilities of Departments

The following are the responsibility of each department:

1. Departments shall be responsible for purchases and projects valued less than $50,000. (In the context of this Procurement Policy, whenever any dollar thresholds are referenced, the estimated total value of the purchase or project, including all components related thereto, either over the course of the term of the award or, in the absence of a term of award, over the course of the next twelve (12) months, shall be considered.)

2. Departments shall use pricing established pursuant to City procurement awards or Tennessee statewide contracts (SWCs) if and as available. The use of pricing established by cooperative purchasing arrangements approved by the City Administrator for use by the City, as well as pricing established by other Tennessee local governments pursuant to a competitive procurement process involving "public advertisement" (hereby defined to mean the same as that term is used in T.C.A. § 6-56-301 *et seq.*, the Tennessee Municipal Purchasing Law of 1983, or T.C.A. § 12-3-1201 *et seq.* (Public Purchases – Local Governments), as they may be amended from

time to time) and sealed submittals, are acceptable alternatives and may be used in lieu of competitive pricing established by the City or the State.

3. Departments shall coordinate with City Purchasing and/or City Finance as to the method of payment that best meets the needs of the City.

4. Before placing an order for any non-emergency purchase valued at or greater than $20,000, departments shall prepare and submit a procurement requisition, on the form prescribed by City Purchasing, and await approval thereof. For orders for emergency purchases valued at or greater than $20,000, the procurement requisition may be completed within ten (10) calendar days after placing the order (see also provision D, "Circumstances under which competitive pricing is not required," subsections 2 and 18, provision K, "Emergency Purchases," and provision Y ("Emergency policies and procedures")).

5. Purchases valued less than $50,000 but not less than $20,000 shall not be made unless and until, wherever possible, the department shall have obtained and forwarded to the Purchasing Manager competitive quotations from at least three (3) vendors, said quotations to be either supplied in writing by the vendor or reduced to writing by the department, accompanied by a tabulation of the comparative aspects of the quotations obtained, a recommendation as to which quotation should be accepted and a procurement requisition for the recommended quotation. As an alternative to obtaining competitive quotations from at least three (3) vendors, departments may use any of the procurement methodologies approved for usage for purchases valued at $50,000 or more.

6. All foreseeable purchases, including those valued less than $20,000, should not be made unless and until the department head or his or her authorized representative is satisfied that the value of the purchase is fairly priced and not more than what would be expected in the current marketplace. At the discretion of the department head or his or her authorized representative, for foreseeable purchases valued less than $20,000, the department should, whenever it is prudent to do so, obtain multiple competitive quotations, said quotations to be either supplied in writing by the vendor or reduced to writing by the department.

7. As soon as practicable but within ten (10) calendar days of receipt of items ordered, departments shall be responsible for verifying that the items conform to the order. The process for taking delivery of items is as follows:

- **a.** Inspect the goods to verify that they are in acceptable condition.
- **b.** Verify that all operating manuals and warranty cards are included in the delivery of the goods, if applicable.
- **c.** Verify that the number of items ordered have been delivered, making special note when all or part of a particular order has been back-ordered.
- **d.** Ensure that purchases of capital assets of the City have been properly reported, either directly or indirectly, to City Finance and the City's Risk Manager and, if rolling stock, City Fleet, on forms prescribed by those respective offices, so that records of such purchases may be updated, insurance coverage may be obtained, and vehicle tags may be obtained, all in a timely manner.

8. Regardless of method of payment, departments shall be responsible for reviewing, approving and allocating to the proper fund-function-department combination all invoices authorized for payment.

9. It shall be the responsibility of each department to allow time for competitive procurement solicitation, ordering and delivery pursuant to this Procurement Policy.

10. No employee shall make any indication that he/she will recommend a particular product for purchase, knowingly bind the City to a specific vendor, or make any representation as to his or her authority to bind the City by contract when such is not the case.

11. No employee shall intentionally split purchases to circumvent City procurement thresholds.

C. Responsibilities of Purchasing Manager

The following are the responsibility of the Purchasing Manager:

1. The Purchasing Manager shall assist all departments in procuring operating materials, supplies, vehicles, equipment and services to which this Procurement Policy applies.

2. The Purchasing Manager shall be responsible for facilitating the competitive procurement process by which all purchases to which this Procurement Policy applies and valued at or greater than $50,000 are made.

3. For all purchases to which this Procurement Policy applies and valued at or greater than $20,000, the Purchasing Manager shall advocate the purchase of required products and services only either from (a) the responsible bidder or quoter that submits the lowest priced responsive bid or quotation or from (b) the responsible proposer or other respondent that submits the responsive proposal or other submittal that is most advantageous to the City.

4. The Purchasing Manager shall advise the departments about the source and availability of products and services needed by the various departments.

5. The Purchasing Manager shall provide current vendor files available for use and review by departments.

6. The Purchasing Manager shall, upon request, obtain prices on comparable items.

7. The Purchasing Manager shall provide vendor lists, prepare Purchase Orders as necessary, and maintain orderly files.

8. The Purchasing Manager shall be alert on an ongoing basis for new sources and for improved products and services.

9. The Purchasing Manager shall assist the departments in the preparation of specifications for solicitations for bids and the requirements provisions of requests for proposals and requests for qualifications.

10. For formal procurement solicitations, the Purchasing Manager shall prepare and submit for timely publication all legal notices. To promote competition and facilitate the dissemination of documents and information pertaining to formal procurement solicitations, the Purchasing Manager shall post on the City's public website timely information about current formal procurement solicitations.

11. The Purchasing Manager shall periodically review the City's recent records of repetitive purchases, over time, across the organization and across suppliers and service providers, of like products and services, and shall advocate the City consolidate and aggregate its purchase of as many foreseeably necessary like products and services as practicable so to improve pricing for the City, to improve services provided to the City, and/or to reduce the City's cost of operations.

12. To the extent practicable, the Purchasing Manager shall strive to apply procurement thresholds of the City by like product or service for all anticipated needs of the City for the maximum term of a prospective award.

13. The Purchasing Manager shall investigate complaints from departments about poor performance by vendors, or complaints about inferior products, and shall, in consultation with City Law, choose which, if any, remedies are available to the City to pursue.

14. The Purchasing Manager shall be responsible for disposing of the City's surplus personal property of any value, regardless of whether the property was acquired and came to be owned by the City by means of purchase or donation or otherwise, by means of a competitive procurement process and in compliance with City ordinance, except in cases involving data security or other mitigating circumstances. The Purchasing Manager shall develop the appropriate documentation for City Finance in accordance with City ordinance.

15. The Purchasing Manager shall be responsible for administering and overseeing the City's Purchasing Card program.

16. The Purchasing Manager shall be responsible for otherwise administering and complying with this Procurement Policy and applicable Tennessee state law, specifically T.C.A. § 6-56-301 *et seq.* (Tennessee Municipal Purchasing Law of 1983) and T.C.A. § 12-3-1201 *et seq.* (Public Purchases – Local Governments), as it may be amended from time to time, including keeping and filing required records and reports, as if they were set out herein and made a part hereof and within definitions of words and phrases from the law as herein defined.

D. Circumstances under which competitive pricing is not required

Under any of the following circumstances, competitive pricing (sealed bids or proposals pursuant to public advertising if valued at or greater than $50,000; competitive quotations from at least three (3) vendors wherever possible if valued less than $50,000 but not less than $20,000) is not required. Under any of these same circumstances, neither individual authorization by nor specific reporting to the Board of Mayor and Aldermen is required unless such is otherwise required pursuant to this Procurement Policy.

1. Authorized sole-source purchases (see provision L, "Sole-Source Purchases").

2. Authorized emergency expenditures (see provision K, "Emergency Purchases"; see also provision D ("Circumstances under which competitive pricing is not required"), subsection 18, and provision Y ("Emergency policies and procedures")).

3. Purchases from instrumentalities created by two (2) or more cooperating governments, such as, but not limited to those established pursuant to T.C.A. § 12-9-101, *et seq.* (Interlocal Cooperation Act).

4. Purchases from non-profit corporations whose purpose or one of whose purposes is to provide products and services specifically to municipalities, as provided in T.C.A. § 6-56-302.

5. Purchases, leases or lease-purchases of real property, as provided by City ordinance and state law.

6. Purchases, leases, or lease-purchases of used or secondhand articles consisting of goods, equipment, materials, supplies, or commodities, as provided in T.C.A. § 12-3-1202.

7. Purchases of supplies, goods, equipment (except new or unused motor vehicles, unless the motor vehicles are manufactured for a special purpose as defined in T.C.A. § 12-3-1208) and/or services (except any transportation infrastructure project, including, but not limited to, projects for the construction or improvement of streets, highways, bridges, tunnels, or any roadway related facility), pricing for which has been established by other units of Tennessee local government, as provided in T.C.A. § 12-3-1203(a) and 12-3-1203(c).

8. Purchases pursuant to Tennessee Department of General Services statewide contracts (SWCs) authorized for use by Tennessee local governments.

9. Purchases from Tennessee Rehabilitative Initiative in Correction (TRICOR).

10. Professional service contracts as provided in T.C.A. § 12-3-1209 (namely, legal services, fiscal agent, financial advisor or advisory services, services from an insurance producer (as that term is defined in T.C.A. § 56-6-102), educational consultant services, and similar services by professional persons or groups of high ethical standards).

11. Other professional services as provided in T.C.A. § 12-4-107 (namely, architectural and engineering services and land surveying).

12. Tort liability insurance, as provided in T.C.A. § 29-20-407.

13. Purchase of fuels, fuel products or perishable commodities, as provided in T.C.A. § 6-56-304.

14. Purchases based on contracts established by a cooperative purchasing arrangement recognized by the City pursuant to Resolution No. 2009-50, as provided in T.C.A. § 12-3-1205.

15. Purchases based on contracts established by the United States General Services Administration (GSA) and authorized by GSA for use by United States of America local governments, except as may be prohibited by applicable Tennessee statute.

16. Other arrangements and methods pursuant to Tennessee and/or federal law.

17. Fees paid by the City for products and services provided to the City by the State of Tennessee, other units of local government, and public utilities and utility districts.

18. Purchases made during a declared state of emergency that applies to the City but only if specific conditions prevent the establishment of competitive pricing; provided, however, that if the emergency purchase is valued

at or greater than $50,000.00, then both the purchase and the specific conditions that prevented the establishment of competitive pricing shall, as soon as practicable, be reported to the Board of Mayor and Aldermen (see also provision D ("Circumstances under which competitive pricing is not required"), subsection 2, provision K, "Emergency Purchases"), and provision Y ("Emergency policies and procedures").

E. Rejection of Bids, Proposals or Other Submittals

The Purchasing Manager shall recommend to the Board of Mayor and Aldermen to reject any and all bids, proposals or other submittals received pursuant to a formal procurement solicitation issued by City Purchasing, or parts thereof, for any product or service to which this Procurement Policy applies, whenever, prior to the Board of Mayor and Aldermen making an award pursuant to such a formal procurement solicitation, the Purchasing Manager believes the public interest would be best served by such rejection. The Purchasing Manager shall recommend to the Board of Mayor and Aldermen that it reject any such submittal of a vendor or contractor who is in default on the payment of taxes, licenses, fees or other monies of whatever nature that may be due the City by the vendor or contractor whenever, prior to the Board of Mayor and Aldermen making an award pursuant to such a formal procurement solicitation, the Purchasing Manager becomes aware of such default.

F. Conflict of Interest, Use of Position, Solicitation

There are several sources of law and regulations, as they may be amended from time to time, that apply to conflicts of interest, use of position and solicitation. They are incorporated by reference and adopted as if fully stated herein.

a. City Charter

Article VIII ("Finance"), Section 16 ("Officers not to be Interested in City Contracts or Work") of the City of Franklin Charter reads as follows:

> No member of the Board of Mayor and Aldermen, or officer elected by said Board, shall be interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and cannot be enforced.

b. City of Franklin Municipal Code

Title 1 ("General Administration"), Chapter 8 ("Ethics") of the City of Franklin Municipal Code sets forth the Code of Ethics for the City of Franklin, which applies to all full-time and part-time elective or appointed officials and employees of the City.

c. City of Franklin Regulations

Article XXI ("General Policies and Procedures"), Section E ("Business Dealings"), of the City of Franklin Human Resource Manual, as it may be amended from time to time, reads as follows:

> Except for the receipt of such compensation as may be lawfully provided for the performance of City duties, and except as noted below, no City officer or employee shall be privately interested in or profit, directly or indirectly, from business dealings with, of, or by the City.
>
> Full-time, part-time, and temporary employees of the City may contract to supply goods and products to the City and/or render services for the City, provided:

1. any service that would be rendered must not be one the employee might provide in the normal scope of their regular duties;
2. the employee would be required to compete for the City's business in the same manner as any other prospective supplier or service provider;
3. the business relationship between the City and the employee must not present a conflict of interest nor a conflict of time with the employee's regular duties;
4. the business relationship between the City and the employee is not prohibited by the City's ethics policy; and
5. the business relationship between the City and the employee is authorized in advance by the City Administrator, and if the relationship is to be for more than one (1) year, it is annually re-authorized by the City Administrator.

Article XXI ("General Policies and Procedures"), Section I ("Use of Position"), of the City of Franklin Human Resource Manual, as it may be amended from time to time, reads in part as follows:

> No employee shall make or attempt to make private purchases in the name of the City, nor otherwise use or attempt to use status as a City employee to secure unwarranted privileges or exemptions.

Article XXI ("General Policies and Procedures"), Section F ("Acceptance of Gratuities"), of the City's Human Resource Manual, as it may be amended from time to time, reads in part as follows:

> No employee shall accept or solicit any money or other consideration or favor from anyone other than the City for the performance of an act that the officer or employee would be required or expected to perform in the regular course of employment; nor shall any officer or employee accept, directly or indirectly, any gift, gratuity, or favor of any kind that might reasonably be an attempt to influence the individual's actions with respect to City business.

d. Statutes

Certain Tennessee statutes may apply to purchases involving city officers, committee members, etc. Selected Tennessee statutes may be found in Appendix A to this Procurement Policy attached hereto for reference.

G. City Officer and Employee Communication with Vendors During Formal Procurement Solicitations for Sealed Submittals

Between the time a formal procurement solicitation for sealed submittals is issued by the City and the time an award is made, members of the Board of Mayor and Aldermen as well as employees of the City shall refrain from any form of communication with one or more vendors that may be competing for the award about any aspect of the procurement other than either in the context of a public meeting or by way of City Purchasing. The foregoing is not meant to preclude a representative of the City from answering questions from vendors if the question is already addressed in the formal solicitation documents, if the City representative is certain of the correct answer, and if City Purchasing is informed of the communication. Otherwise, any inquiries from one or more vendors that may be competing for such an award shall be directed to City Purchasing which shall determine whether an addendum to the formal procurement solicitation should be prepared and issued to all vendors known or thought to be interested in the procurement opportunity. Vendors that may be competing for an award pursuant to a formal procurement solicitation shall be instructed that, until that award has been made, they shall not communicate about either the

content of or the procurement process pertaining to the relevant formal procurement solicitation with any official, employee or other representative of the City except through City Purchasing. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

H. City Officer and Employee Business Dealings with the City

See Article XXI ("General Policies and Procedures"), Section E ("Business Dealings"), of the City of Franklin Human Resources Manual.

See also Title 1 ("General Administration"), Chapter 8 ("Ethics"), of the City of Franklin Municipal Code.

I. Tie Bids and Tie Quotations

Whenever the City utilizes its own competitive procurement process, and in the event of tie bids or tie quotations (that is, when two or more responsible bidders or quoters submit responsive bids or quotations at identical total pricing for the minimum or estimated quantity indicated), then the tie bids or tie quotations shall be broken by means of one of the following methods, in descending order:

1. The award shall be made to the vendor who bid or quoted the soonest delivery of the product or completion of the service of all the vendors submitting the tie bids or tie quotations.
2. The award shall be made to the vendor who offered the pricing for the longest period of time for potential future orders of all the vendors submitting the tie bids or tie quotations.
3. If one or more of the vendors submitting the tie bids or tie quotations competed for the City's business the last time the City solicited bids or quotations for the same product or service, then the award shall be made to the vendor who offered the lowest pricing at that time of all the vendors submitting the tie bids or tie quotations.
4. If one or more of the vendors submitting the tie bid or tie quotation have done business with the City within the most recent 24 months, then the award shall be made to the vendor who has done the most business with the City (measured in dollars) in that time frame of all the vendors submitting the tie bids or tie quotations.
5. The award shall be made by means of random selection, such method to be administered by the Purchasing Manager and to give equal opportunity to all the vendors submitting the tie bids or tie quotations.

J. Determining Responsible Respondents and Responsive Submittals

Whenever the City utilizes its own competitive procurement process, products and services shall be purchased either from (a) the responsible bidder or quoter that submits the lowest priced responsive bid or quotation or from (b) the responsible proposer or other respondent that submits the responsive proposal or other submittal that is most advantageous to the City. (The term "responsible bidder or quoter" and the term "responsible proposer or other respondent" shall mean a business entity or individual determined by the City to have the integrity and reliability as well as the financial and technical capacity to perform the requirements of the procurement solicitation and subsequent contract. The term "responsive bid or quotation" and the term "responsive proposal or other submittal" shall mean a submittal determined by the City to fully conform in all material respects to the procurement solicitation and all of its requirements, including all form and substance.) In determining whether a competing respondent is responsible and whether the submittal is responsive, criteria such as the following may be taken into consideration:

1. The ability of the competing vendor to perform the contract or provide the material or service required.

2. Whether the competing vendor can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, expertise and efficiency of the competing vendor.

4. The previous and existing compliance by the competing vendor or a predecessor in interest with laws and ordinances relating to the contract or service.

5. The quality of the competing vendor's performance of previous contracts or services, including the quality of such performance for other public sector agencies and/or private sector customers.

6. The sufficiency of financial resources and the ability of the competing vendor to perform the contract or provide the service.

7. The ability of the competing vendor to provide future maintenance and service for the use of the materials, supplies, vehicles, equipment or contractual service contracted.

8. Compliance by the competing vendor with all specifications included in the solicitation for bids or with all requirements included in the request for proposals or request for qualifications.

9. The ability of the competing vendor to deliver and maintain any requisite bid bonds or performance bonds.

K. Emergency Purchases

When in the judgment of the City Administrator, the department head or the Purchasing Manager there exists an emergency impinging on public health, safety or welfare and a purchase valued at or greater than $20,000 is necessary, then the competitive procurement provisions contained in this Procurement Policy may be waived; provided, however, that if the emergency purchase is valued at or greater than $50,000, then it shall, as soon as practicable, be reported to the Board of Mayor and Aldermen.

The emergency basis for pricing should be used only if necessary. Purchases that qualify as emergencies are to be based on emergency pricing only if another basis for pricing (e.g., federal General Services Administration (GSA) via GSA contract, State of Tennessee via Tennessee statewide contract (SWC), one of the cooperative purchasing arrangements recognized by the City) that would be compliant with this Procurement Policy is not known to be available. (See also provision D ("Circumstances under which competitive pricing is not required"), subsections 2 and 18, and provision Y, "Emergency policies and procedures.")

L. Sole-Source Purchases

In the context of this Procurement Policy, whenever any dollar thresholds are referenced, the estimated total value of the purchase or project, including all components related thereto, either over the course of the term of the award or, in the absence of a term of award, over the course of the next twelve (12) months, shall be considered. To the

extent practicable, departments and the Purchasing Manager shall strive to apply procurement thresholds of the City by like product or service for all anticipated needs of the City for the maximum term of a prospective award.

The sole-source basis for pricing should be used only if necessary or financially advantageous to the City. Except when financially advantageous to the City to do otherwise, purchases that qualify as sole-source are to be based on sole-source pricing only if another basis for pricing (e.g., federal General Services Administration (GSA) via GSA contract, State of Tennessee via Tennessee statewide contract (SWC), one of the cooperative purchasing arrangements recognized by the City) that would be compliant with this Procurement Policy is not known to be available.

Sole-source purchases valued at less than $20,000 may be authorized by the end-user department. Sole-source purchases valued at less than $50,000 but not less than $20,000 may be authorized by the Purchasing Manager upon being satisfied that it is not possible to obtain competitive quotations from at least three (3) vendors. Except as noted in this provision L ("Sole-Source Purchases"), sole-source purchases valued at or greater than $50,000 may not be made unless and until individually authorized by the Board of Mayor and Aldermen. Authorized sole-source purchases do not require sealed bids or proposals pursuant to public advertising. The criteria for evaluating sole-source purchases valued at or greater than $20,000 are presented in Appendix B to this Procurement Policy. Sole-source purchases pertaining to circumstances under which sealed bids or proposals pursuant to public advertising are not required, as same are listed in provision D ("Circumstances under which competitive pricing is not required"), even if valued at or greater than $50,000, require neither individual authorization by nor specific reporting to the Board of Mayor and Aldermen unless otherwise required to be authorized or reported pursuant to this Procurement Policy.

Sole-source purchases valued at or greater than $50,000 that do not require individual authorization by (but which shall, as soon as practicable, still be reported to) the Board of Mayor and Aldermen include:

a. Repairs to, maintenance of, licenses for and/or maintenance agreements for products already in use by the City, provided the product manufacturer representative has stated in writing that the vendor is the sole source available to the City, and provided the vendor has stated in writing that the quoted pricing is the lowest municipal unit pricing available at that time and in the foreseeable future for the quantity indicated. Examples: engine repairs made by the manufacturer or the manufacturer's representative for a vehicle; license and maintenance agreements for computer software.

b. Purchases of items necessary to maintain, expand or improve a manufacturer-specific system already in use by the City, and/or another governmental agency with which the City must cooperate in order to provide the public service relevant to the proposed purchase, and that requires interchangeability or interconnectivity of and/or communication between the component parts, provided the product manufacturer representative has stated in writing that the vendor is the sole source available to the City, and provided the vendor has stated in writing that the quoted pricing is the lowest municipal unit pricing available at that time and in the foreseeable future for the quantity indicated. Examples: water meters and related parts; traffic signal equipment and related parts; athletic field lighting (and related parts) connected to a centralized master control; automated external defibrillators; cardiac monitors; telemetry/supervisory control and data acquisition equipment.

c. Purchases of items that have, for good and sufficient reason, previously been standardized by the City, provided the product manufacturer representative has stated in writing that the vendor is the sole source available to the

City, and provided the vendor has stated in writing that the quoted pricing is the lowest municipal unit pricing available at that time and in the foreseeable future for the quantity indicated. Examples: low-pressure wastewater collection grinder pumps and related parts; self-contained breathing apparatus; vehicle exhaust evacuation systems at individual fire stations, including installation if only one authorized installer is assigned to serve the City; vehicle extrication equipment.

M. Purchasing Card Program

The Purchasing Card Program shall be administered by the Purchasing Manager pursuant to procedures established therefor. Department heads shall determine which employees of their department shall be issued City purchasing cards. Employees who are authorized and expected to travel on behalf of the City and at the City's expense shall be issued purchasing cards and are expected to use same in lieu of being given travel advances.

Employees' participation in the City's Purchasing Card Program is a privilege and a convenience that includes certain responsibilities. Although the purchasing card is issued in the cardholder's name, it is City property and therefore must be used in accordance with City policies and procedures, as well as with objectively reasonable judgment, especially as follows:

1. The City of Franklin Purchasing Card is provided to employees based on their need to purchase authorized goods and services. A card may be revoked at any time based on change of assignment or location. The card is neither an entitlement nor a reflection of title or position.

2. The card may be used only for authorized obligations of the City; use of the card for a purchase other than an authorized obligation of the City (such as cash, personal purchases as well as alcoholic beverages and entertainment), even if intended for future reimbursement, are specifically prohibited.

3. Purchases made with the card are to comply with City procurement and disbursements policies and procedures. Such City procurement procedures as the need for procurement requisitions, the basis for pricing, contracting, whether a certificate of insurance is necessary to require of the service provider, adequacy of budgeted funding, and timing of payment relative to delivery of the product or service, all apply regardless of method of payment (such as by purchasing card).

4. The cardholder is the only person entitled to use the card and is accountable for all charges attributable to the card.

5. Cardholders are expected to exercise objectively reasonable judgment in deciding whether to make a purchase by considering (a) whether the potential purchase is prudent and necessary, and (b) whether the potential purchase would reflect well on the City and the cardholder and be perceived by the general public as suitable and appropriate. Improper use of a City purchasing card, especially intentional and unreported but even unintentional and reported, including personal purchases as well as alcoholic beverages and entertainment, even if reimbursed, may be considered misappropriation of City funds, which may result in disciplinary action, up to and including termination.

6. Except for (a) purchases made outside Tennessee, (b) purchases of non-catered prepared meals, and (c) purchases related to travel, the City purchaser/cardholder is responsible for ensuring that the transaction is

completed without sales tax being charged to the City. If a transaction has been completed on which sales tax was charged in error, then the cardholder is responsible for contacting the vendor and requesting that the amount of the sales tax be credited back to the same City purchasing card to which the sales tax was charged. Documentation of this effort, and of the vendor's response, shall be submitted in addition to the supporting documentation for the transaction.

7. Cardholders are expected to comply with internal control procedures to protect the City's assets. This includes (a) not permitting anyone other than the cardholder to use the card; (b) making sure that each transaction is electronically processed in full and on time in the purchasing card expense reporting system utilized by the City; (c) keeping and submitting on time detailed invoices or itemized payment receipts that substantiate each and every charge attributed to the purchasing card issued to the cardholder; (d) assisting the City upon request with reconciling the City's billing cycle statements; and (e) taking reasonable precautions to secure the purchasing card against loss and/or theft.

8. If electronic processing of a purchasing card transaction is not completed by the deadline and City Purchasing has not been previously notified of the need for a delay, then the monthly credit limit for the respective purchasing card may be reduced to $0 until the processing is complete. This consequence applies to any transaction that has not been correctly allocated, explained with a comment, and approved by the individual assigned to approve purchasing card transactions for that cardholder. Credit limits will be restored to the previous amounts once electronic processing is complete.

9. Failure to submit on time adequate and legible supporting documentation for each transaction or to otherwise comply with established procedures of the City will carry consequences, possibly including reduction or loss of card spend authority, reimbursement of the City by the employee for unauthorized and/or unsubstantiated purchases, and/or disciplinary action, up to and including termination.

10. Cardholders are responsible for cooperating with efforts by the City to resolve any discrepancies by contacting the vendor and/or the issuing bank.

11. All approvers, including both initial as well as final, are responsible for ensuring that purchasing card transactions they approve do adhere to City policies and procedures, are allocated correctly, and are processed in full according to City Purchasing's purchasing card processing schedule. Failure by an approver to do so may result in City Purchasing notifying one or more of that approver's supervisors.

12. A lost or stolen purchasing card, or a card account number that was stolen or may have been compromised, shall, as soon as practicable upon discovery of the loss or theft, be reported by the City to the issuing bank.

13. A cardholder must surrender his or her card upon termination of employment (i.e., retirement or voluntary or involuntary separation).

14. No employee shall intentionally split purchases to circumvent City procurement thresholds and/or City purchasing card spend limits.

15. Prior to making a purchase, staff shall ensure the purchase is properly budgeted and eligible for approval by their supervisor in accordance with city policies and procedures.

16. All orders requiring deliver shall be shipped to a recognized City facility. Shipment of items to an address other than a City facility is strictly prohibited.

17. Online vendor accounts created or maintained by City staff shall be used exclusively for City business using a City payment method.

18. Local purchases require pre-approval and should be low-value items necessary for immediate operations. Departments shall maintain adequate records identifying the business purpose of each purchase.

19. The purchase card is only a vehicle for making payments. The procurement policy and all relevant finance policies of the City apply to all purchases when using a purchasing card.

N. Payment for Purchases

All payments to vendors and service providers shall be made by one of the City's available methods of payment in accordance with City procurement and disbursements policies and procedures.

O. Use of Internet Auctions for Purchases of City Property

The use of internet auctions is generally prohibited as a method for making City purchases unless specifically authorized in advance by the City Administrator.

P. Procurement Protests

Procurement protests shall be handled in accordance with the Procurement Protest Procedure of the City of Franklin, Tennessee as approved by resolution of the Board of Mayor and Aldermen.

Q. Disciplinary Action

Any employee who fails or refuses to comply with the provisions of this Procurement Policy shall be subject to disciplinary action pursuant to and as provided in the Human Resources Manual, as it may be amended from time to time.

R. Requests for Proposals

Requests for proposals shall be used pursuant to T.C.A. § 12-3-1207 and may be used only when qualifications, experience, or competence are more important than price in making the purchase, and either (1) when there is more than one (1) solution to a purchasing issue and a request for proposals would assist in choosing the best solution; or (2) when there is no readily identifiable solution to a purchasing issue and a request for proposals would assist in identifying one (1) or more solutions. The request for proposals shall state the relative importance of price and other evaluation factors. The award shall be made to the responsible respondent whose proposal the governing body determines is the most advantageous to the City, taking into consideration price and the evaluation factors set out in the request for proposals. No other factor may be used in the evaluation.

S. Requests for Qualifications

Requests for qualifications may be used pursuant to T.C.A. § 12-3-1209 for legal services, fiscal agent, financial advisor or advisory services and similar services by professional persons or groups of high ethical standards, or pursuant to T.C.A. § 12-4-107 for architectural and engineering services and land surveying.

T. Procurement of Property and/or Services under a Federal Award

When procuring property and/or services under a Federal award, the City shall follow applicable provisions of 2 CFR Chapter I and Chapter II, Part 200, et al. ("Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule"), as promulgated December 26, 2013 by Executive Office of the President, Office of Management and Budget, namely sections 200.318 ("General procurement standards") through 200.326 ("Contract provisions").

U. Requests to inspect and/or obtain either complete or partial copies of procurement-related public records of the City

Requests to inspect and/or obtain either complete or partial copies of procurement-related public records of the City shall be made and handled as follows:

1. If the requested records could have previously been posted on the City's public-facing website[1], then requests for such records shall be made by any means and directed to and promptly honored by City Purchasing, and City Purchasing shall provide all such requested records to the requesting party by electronic means.
2. If the requested records would not have previously been posted on the City's public-facing website[1], then such requests shall be made pursuant to the City's public records request policy and procedure.

V. Multiple-Contract Awards

When advantageous to the City to do so, the City may issue multiple-contract awards, that is, contracts awarded to more than one supplier and/or service provider for comparable supplies and/or services, provided the provisions of this Procurement Policy and relevant City procurement procedures pertaining to competitively established pricing apply for the total value of all contracts issued for the multiple-contract award.

W. Donated or below-market-priced products or services

If in the judgment of the department head or city administrator a potential donation or a product or service otherwise priced below market would be a benefit to the City, then the City may receive donated or below-market-priced products, whether new or used, or services, provided:

[1] Examples of purchasing-related public records that could have previously been posted on the City's public-facing website are those that are typically posted on the City's public-facing website and include but are not limited to contracts, staff memorandums of recommendation, tabulations of preliminary results from bid opening, tabulations of respondents, tabulations of bids in response to a City solicitation for bids, tabulations of proposals in response to a City request for proposals, and tabulations of submittals in response to a City request for qualifications.

1. The transaction complies with provisions of this Procurement Policy and relevant City procurement procedures pertaining to competitively established pricing for the transaction value of the donation.
2. The transaction is documented, such as by purchase order or another contract.
3. The transaction documentation states:
   a. That the donation is offered free and clear to the City of Franklin, Tennessee without any expectation of any payment or service or any other consideration in return, including consideration for past or future procurements of or by the City.
   b. That the donor is not entitled to, and shall not seek, any marketing or advertising or promotional privilege or benefit as a result of the donation.

This section does not pertain to sponsorships or other advertising sold and/or received by the City.

X. Trade-ins

The Franklin Municipal Code provision pertaining to the disposal of surplus personal property of the City does not pertain to any trade-in of a product owned by the City toward the purchase of another product provided the purchase of the other product complies with the provisions of this Procurement Policy and relevant City procurement procedures pertaining to competitively established pricing for the value of the purchase before the value of any trade-in is applied.

Y. Emergency policies and procedures

During a declared state of emergency that applies to the City, the City Administrator may suspend this Procurement Policy and/or the Purchasing Manager may suspend this Procurement Policy and standard procurement procedures administered by the Purchasing Manager and implement temporary policies and procedures as circumstances warrant; provided, however, (a) that any suspension of this Procurement Policy, the rationale for such suspension and any temporary policies shall, as soon as practicable, be reported to the Board of Mayor and Aldermen, and (b) that, to the extent practicable, any such temporary policies and procedures shall deviate from this Procurement Policy and such standard procurement procedures no more than necessary under the circumstances. (See also provision D ("Circumstances under which competitive pricing is not required"), subsections 2 and 18, and provision K, "Emergency Purchases.")

Z. Opening of sealed bids, proposals, or other submittals

Sealed bids, proposals, or other submittals received pursuant to a formal procurement solicitation issued by City Purchasing and pursuant to public advertising, if valued at or greater than $50,000, shall be opened publicly and may be conducted either (1) in person only or (2) virtually only, by means of an online meeting application that includes both audio/video access via an internet link as well as audio-only access via telephone, rather than in person, or (3) both in person and virtually. How each opening is to be conducted shall be addressed in writing in the relevant procurement solicitation, including any addenda to the procurement solicitation that may be issued. Whenever the opening is conducted either virtually only or both in person and virtually, in order to reduce the opportunity for persons to use any online virtual meeting application as a means for disrupting the opening, the ability for persons attending virtually to be viewed and/or heard by other attendees of such opening may be restricted by, and granted only upon request approved by, City Purchasing.

APPENDIX A
SELECTED TENNESSEE STATUTES APPLYING TO OFFICERS, COMMITTEE MEMBERS, ETC.

T.C.A. § 6-54-107. Interest of officer in municipal contracts prohibited.

a. No person holding office under any municipal corporation shall, during the time for which such person was elected or appointed, be capable of contracting with such corporation for the performance of any work that is to be paid for out of the treasury. Nor shall such person be capable of holding or having any other direct interest in such a contract. "Direct interest" means any contract with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation.

b. No officer in a municipality shall be indirectly interested in any contract to which the municipality is a party unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality.

c. 1. Any member of a local governing body of a municipality who is also an employee of the same municipality may vote on matters in which such member has a conflict of interest if the member informs the governing body immediately prior to the vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents."

2. In the event a member of a local governing body of a municipality has a conflict of interest in a matter to be voted upon by the body, the member may abstain for cause by announcing such to the presiding officer. Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

3. The vote of any person having a conflict of interest who does not inform the governing body of such conflict as provided in subdivision (c)(1) shall be void if challenged in a timely manner. As used in this subdivision (c)(3), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

4. Nothing in this subsection (c) alters, amends, or otherwise affects § 12-4-101(a). In the event of any conflict between this subsection (c) and § 12-4-101(a), § 12-4-101(a) shall prevail.

5. The legislative body of any metropolitan form of government or charter form of government may opt out of this subsection (c) by resolution.

T.C.A. § 6-54-108. Penalty for unlawful interest of officer.

Every officer of such corporation who shall unlawfully be concerned in making such contract, or who shall unlawfully pay money upon the same to or for any person declared incapable in § 6-54-107, shall forfeit the amount so paid; and such officer shall be jointly and severally liable to an action for the same, which action may be prosecuted by any citizen of the corporation in its name.

T.C.A. § 12-4-101. Personal interest of officers prohibited.

(a) (1) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official personally or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation. This subdivision (a)(1) shall not be construed to prohibit any officer, committee person, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

….

(b) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county.

….

T.C.A. § 12-4-102. Penalty for unlawful interest.

Should any person, acting as such officer, committee member, director, or other person referred to in § 12-4-101, be or become directly or unlawfully indirectly interested in any such contract, such person shall forfeit all pay and compensation therefor. Such officer shall be dismissed from such office the officer then occupies, and be ineligible for the same or a similar position for ten (10) years.

Procurement Policy of the City of Franklin, Tennessee

APPENDIX B
SOLE-SOURCE PURCHASES VALUED AT OR GREATER THAN $20,000

Sole-source purchases valued at or greater than $20,000 shall be made only when an item is unique and possesses specific characteristics that can be filled by only one source and must have prior approval by the Purchasing Manager or, if the purchase is valued at or greater than $50,000, then the Board of Mayor and Aldermen except as detailed in provision L, "Sole-Source Purchases." In determining whether to authorize sole-source purchases valued at or greater than $20,000, factors such as the following shall be considered:

1. whether the vendor possesses exclusive and/or predominant capabilities or the item contains a patented feature providing a superior utility not obtainable from similar products;

2. whether the product or service is unique and easily established as one-of-a-kind;

3. whether the program requirements can be modified so that competitively priced products or services may be used;

4. whether the product is available from only one source and not merchandised through wholesalers, jobbers or retailers; and

5. whether items must be interchangeable or compatible with in-place items.

After review of the written justification from the requisitioning department and ascertaining that the item to be purchased meets one or several of the above criteria, and provided the product manufacturer representative has stated in writing that the vendor is the sole source available to the City, and provided the vendor has stated in writing that the quoted pricing is the lowest municipal unit pricing available at that time and in the foreseeable future for the quantity indicated, then, in lieu of competitive procurement procedures, the Purchasing Manager shall either authorize the sole-source purchase or, if the purchase is valued at or greater than $50,000, then forward the request to the Board of Mayor and Aldermen for its consideration except as detailed in provision L, "Sole-Source Purchases."

Based in part on Rule No. 0690-3-1-.03(3) of Rules of the Tennessee Department of General Services, Purchasing Division.

File #: 26-0699

DATE: 6/9/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney
Walter Denton, Asst. City Administrator Community Development

SUBJECT:

Consideration Of Resolution 2026-56, A Resolution Establishing The Armistead Infrastructure Development District. Establishing A Public Hearing On June 23, 2026

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: <u>Full Credit</u>

- 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: <u>No Credit</u>
The amount of diversity in housing types with the Armstead 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: <u>Undetermined Credit</u>
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: <u>No Credit</u>
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 of Mayor and Aldermen deny Resolution 2026-56 for not fully meeting the City's IDD policy, as the Armistead Development only receives credit in one category of Municipal Benefits, and because the proposed value to lien ratio of 2:1 is not consistent with the City's policy.

RESOLUTION NO. 2026-56

A RESOLUTION OF THE CITY OF FRANKLIN, TENNESSEE ESTABLISHING THE ARMISTEAD INFRASTRUCTURE DEVELOPMENT DISTRICT

WHEREAS, Tennessee Code Annotated Sections 7-84-801 et seq. (the "Act") authorizes the City of Franklin, Tennessee (the "City"), by resolution of the Board of Mayor and Aldermen of the City of Franklin, Tennessee (the "BOMA"), to (i) establish a real estate infrastructure development district and (ii) levy a special assessment on the properties located within the district to provide funding for the costs of the infrastructure necessary to develop the district; and

WHEREAS, the Act requires that the establishment of such a district must first be petitioned by the developer of the proposed district and the owners of each of the properties located within the district; and

WHEREAS, ArmisteadTN, LLC (the "Developer"), the owner of each parcel of property included within the boundaries of the real estate infrastructure development district described herein (the "District"), has filed the petition attached hereto as Exhibit A (the "Petition"), requesting that the BOMA to approve the establishment of the District and the levy of a special assessment against the properties located therein; and

WHEREAS, as required by the Act, the City has duly provided notice of and held a public hearing regarding the establishment of the District, at which all persons whose property may be affected thereby were provided an opportunity to protest against the creation of the District; and

WHEREAS, the BOMA has determined that the establishment of the District in the manner described in the Petition is in the best interest of the City; and

WHEREAS, the BOMA has determined that the improvements proposed to be funded with the proceeds of the petitioned special assessment will provide a unique and direct benefit to the properties within the District and that, without the installation of the infrastructure proposed to be funded by the special assessment, the parcels within the District could not be developed as proposed; and

WHEREAS, the BOMA has considered the manner in which the costs of the special assessment are to be apportioned to the properties within District and has concluded that such costs are directly proportional to the benefits of the infrastructure to be funded thereby.

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

1. The name of the real estate infrastructure development district established hereby (the "District") is designated as "Armistead Infrastructure Development District".

2. The City is eligible under the Act and hereby elects to serve as the host municipality, as defined by the Act, of the District.

3. The boundaries of the District are hereby established as set forth in Exhibit B attached hereto.

4. Each of the properties located within the District shall be subject to the special assessment described below.

5. The Developer is ArmisteadTN, LLC, a Delaware Limited Liability Company located at 1740 New Highway 96 W, Franklin, Tennessee 37064.

6. The proceeds of the special assessment shall be used to fund:

a. the Infrastructure Costs (as defined by the Act) incurred by the Developer in connection with its acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way, including related landscaping, lighting, traffic control devices, screening walls and retaining walls; (2) acquisition, construction or improvement of off-street parking facilities; (3) acquisition, construction, or improvement of water, wastewater, or stormwater facilities or improvements; (4) the land within the boundaries of the district required to be donated, dedicated, or otherwise made available to a governmental entity for public purposes; (5) projects similar to those listed above that are Infrastructure under the Act; and (6) acquisition, by purchase or otherwise, of real property to be donated, dedicated, or otherwise made available to a governmental entity for public purposes (collectively, the "Authorized Improvements");

b. payments of principal of and interest on the bonds described below, capitalized interest, debt service reserves, financing costs and costs of issuance related to the bonds described below;

c. the Administrative Fee described below; and

d. any other costs permitted to be funded by the Act.

7. The special assessment (the "Assessment") shall be levied on each parcel of property within the District in the manner set forth as follows and not in excess of the maximum amount set forth as follows. For each parcel, the Assessment shall be levied in equal annual installments over a period of not more than thirty (30) years:

Property Type	Maximum Annual Assessment
Tiny Home	$3,296.15 per unit
Attached (Live/Work TH)	$6,650.64 per unit
Townhomes	$5,257.69 per unit
Single-family Starter	$7,367.53 per unit
Single-family Primary	$10,469.21 per unit
Single-family Premium	$15,198.96 per unit
Single family Prime	$19,501.88 per unit
Quadplex	$9,661.48 per unit
Farm Compound	$19,413.74 per unit

8. The Assessment may be levied within the District on a phased basis, as and when each phase of the District is prepared for development, as may be determined by the Developer and established by the City Administrator pursuant to Section 14 below.

9. The BOMA finds that the funding of the Authorized Improvements directly, uniquely, and specifically benefits the properties within the District, and without the installation of the infrastructure funded thereby, the parcels within the District could not be developed as proposed. The BOMA further finds that the proposed manner and amount of the Assessment apportions the Infrastructure Costs 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 Authorized Improvements funded thereby. Moreover, the BOMA finds the Developer's proposed two to one (2:1) value-to-lien on a portion of the bonds to be issued as not favorable but acceptable so long as the Developer agrees to use reasonable efforts to pay off that portion of the bonds prior to selling any finished lots to homebuilders or homebuyers or adhere to any other market-standard safeguards included in the bond indenture as determined by the Authority.

10. The Assessment shall be levied, billed and collected on an annual basis, at the same time and in the same manner as ad valorem property taxes. The Assessment shall commence in such year as may be designated by the City Administrator and may commence at separate times for separate phases of the District.

11. An administrative fee not in excess of the limits imposed by the Act (the "Administrative Fee") shall be withheld annually by the City from the proceeds of the special assessment and used by the City and the Authority (as defined in Section 13 below) to defray the expenses of administering the District, all as permitted by the Act.

12. The District is established pursuant to the Act and shall be administered in accordance therewith.

13. The City hereby approves and requests that the Public Building Authority of Tipton County, Tennessee (the "Authority") to (i) enter into district administration and other related agreements in compliance with the financing policies of the Authority's LIFT Program, (ii) issue one or more series of bonds, notes, or other debt obligations (in any case, the "Bonds"), and (iii) enter into a loan agreement (the "Loan Agreement") with The Industrial Development Board of the City of Franklin (the "Board") under which the Authority will loan the proceeds of the Bonds to the Board to finance the costs described in Section 6 above, and the Board will repay the debt service on the Bonds, solely from special assessment revenues provided to it by the City, as described herein. The Bonds shall be issued on such terms and conditions as the Authority may approve, provided that such terms and conditions are consistent with the terms of this resolution, and provided further that the final maturity of any series of Bonds shall not be later than June 30 following the final scheduled payment date of the Assessment securing the payment of such series of Bonds. The City hereby approves and requests that the Board enter into the Loan Agreement with the Authority as described above. Payment of each series of Bonds shall be made exclusively from the proceeds of the Assessment, or such portion of the Assessment as may be identified by the Authority and shall in no event constitute an indebtedness of the City or the Board, except with respect to the proceeds of the Assessment. The City is hereby authorized to pledge all or a portion of the proceeds of the Assessment, net of the Administrative Fee, to the Authority to provide for the payment of the Bonds. This Resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2 that

proceeds of the Bonds will be used to finance all or a portion of the costs associated with the Authorized Improvements and to reimburse any such costs previously paid from other funds.

14. Notwithstanding the provisions of Section 13, no series of Bonds may be issued by the Authority until:

a. the City has entered into an intergovernmental agreement with the Board in substantially the form attached hereto as Exhibit C, providing for the allocation of the applicable portion of the Assessment revenues by the City to the Board and the Board's application of such revenues to the making of payments to the Authority to provide for the payment of the Bonds;

b. the Authority and the Board have entered into the Loan Agreement;

c. the Authority and the City have entered into a development agreement with the Developer, providing for the construction and installation of the Authorized Improvements and the other infrastructure costs required to develop the District, or the applicable phase thereof; and

d. the Authority and the Board have received the written approval of the City Administrator, which approval shall establish the precise rate of Assessment, identify the specific parcels within the District to be assessed, establish the precise term of the Assessment, and establish the portion of the Assessment to be pledged as the source of and security for the payment of such series of Bonds, in each case based on a written request from the Developer and within the parameters set forth in Section 7 above.

15. The City Administrator is hereby authorized to execute and deliver any such certificates, instruments, and agreements, including without limitation (a) the written approval described in Section 14 above, (b) the intergovernmental agreement described in Section 14 above, and (c) agreements memorializing policies and procedures related to the administration of the Assessment, including policies relating to the rate and methodology governing the implementation of the assessment, the reapportionment of assessments upon the request of property owners, reallocation of assessments upon subdivision of property, credits against assessment payments based upon other available funds, including earnings on reserve funds, maintenance of an assessment roll, and procedures for the prepayment of assessments, all as the City Administrator may determine to be necessary or appropriate to accomplish the intent of this resolution.

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

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

(signature page follows)

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after its final passage the public welfare requiring such.

IT IS SO ORDERED.

ATTEST:

By: _____
Cayce Anderson
City Recorder

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore
Mayor

Approved as to form:

By: _____
Shauna R. Billingsley, City Attorney

EXHIBIT A
PETITION

(See Attached)

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 Boult 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				58	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	58
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 Craige 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.

Craige 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. Craige 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, Craige 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

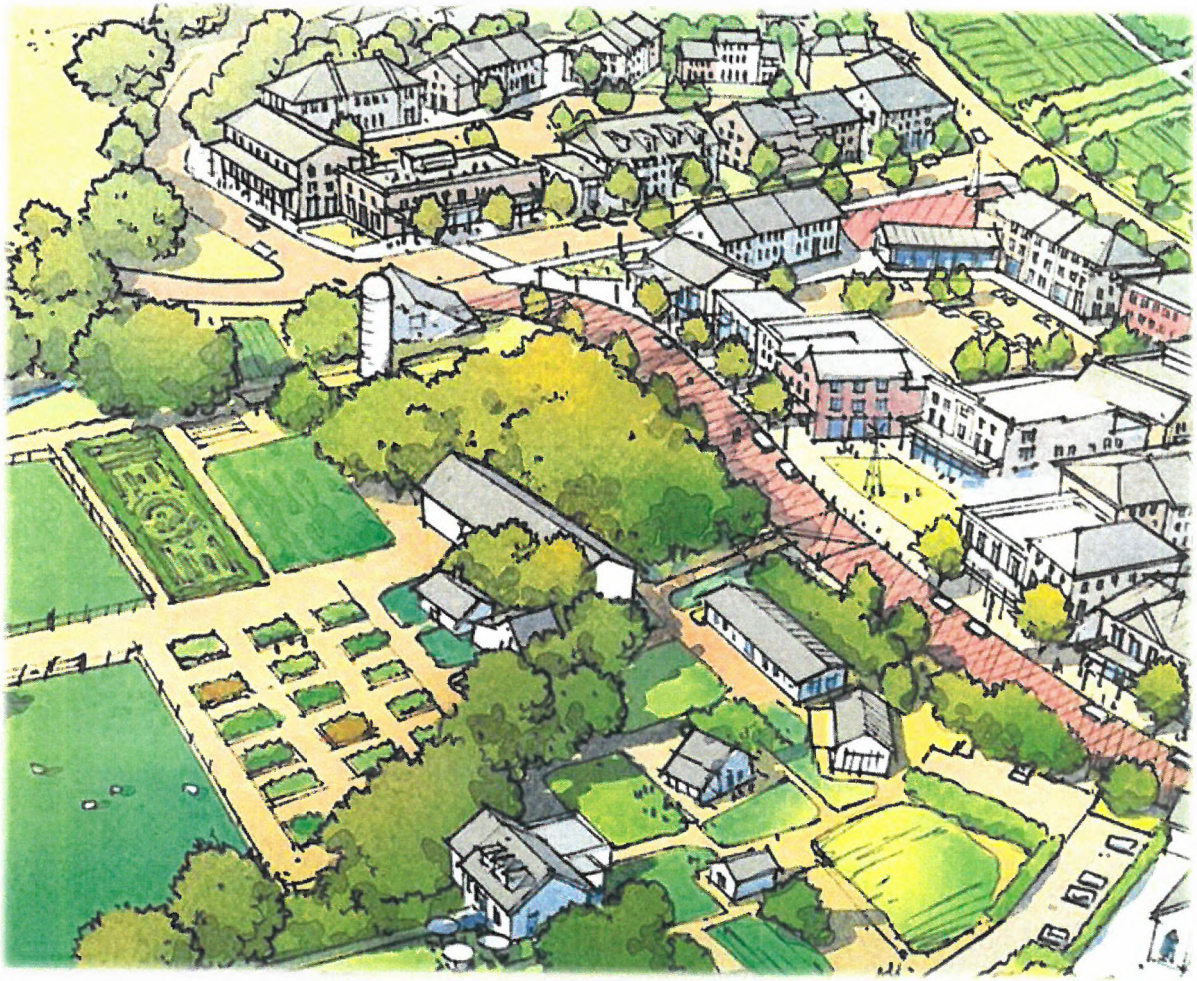
This exhibit describes the Funded Infrastructure eligible for the Infrastructure Development District, with figures derived from the Engineer's Opinion of Probable Cost included in the Master Special Assessment Methodology Report.

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
FRANKLIN, TN



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

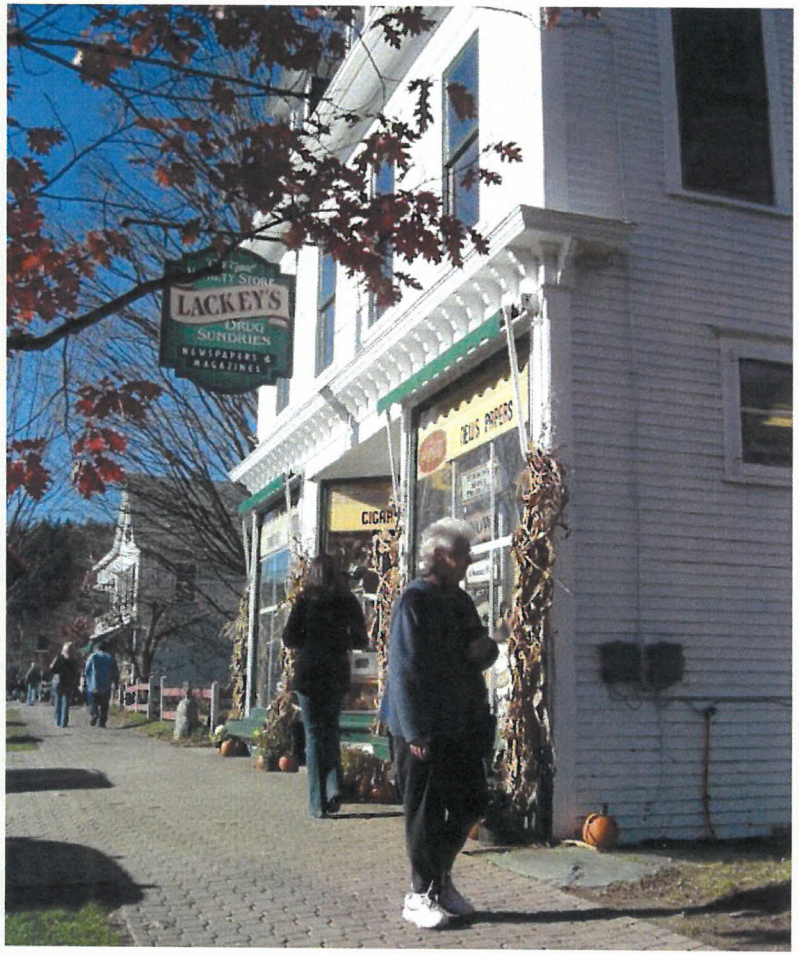
Open Space: 98.72 acres(51%)

- 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

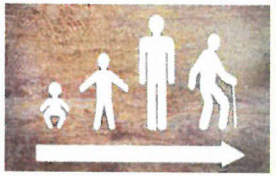




DIVERSITY OF HOUSING TYPES
The key to any ecosystem is diversity. Communities are healthiest when they offer a range of housing types, including single family homes, cottages, town homes, multifamily apartments, and senior living. Diversity of housing types elicits diversity of residents.



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.



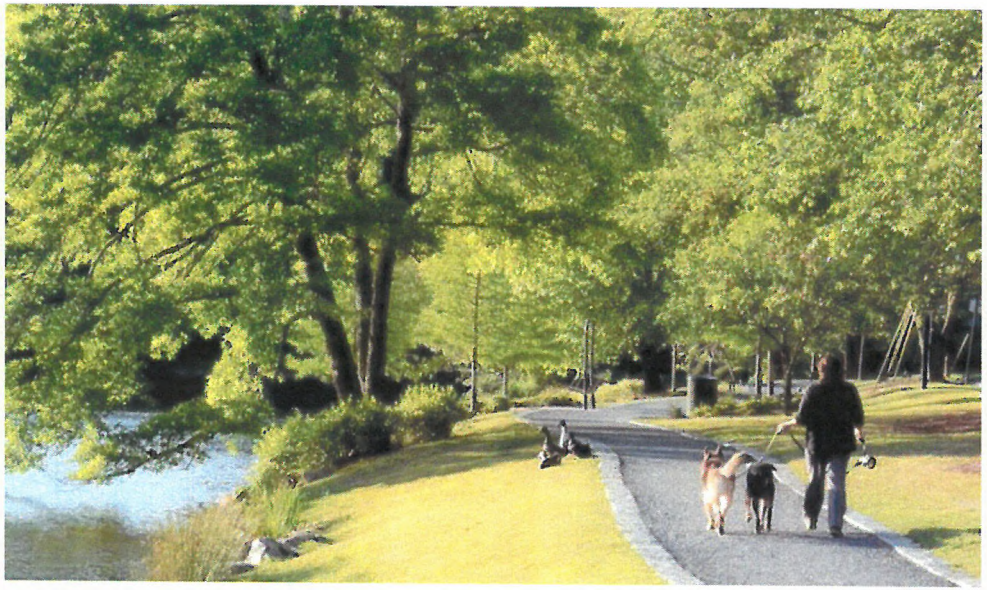








Trails, Gardens, Public art









Community Amenities



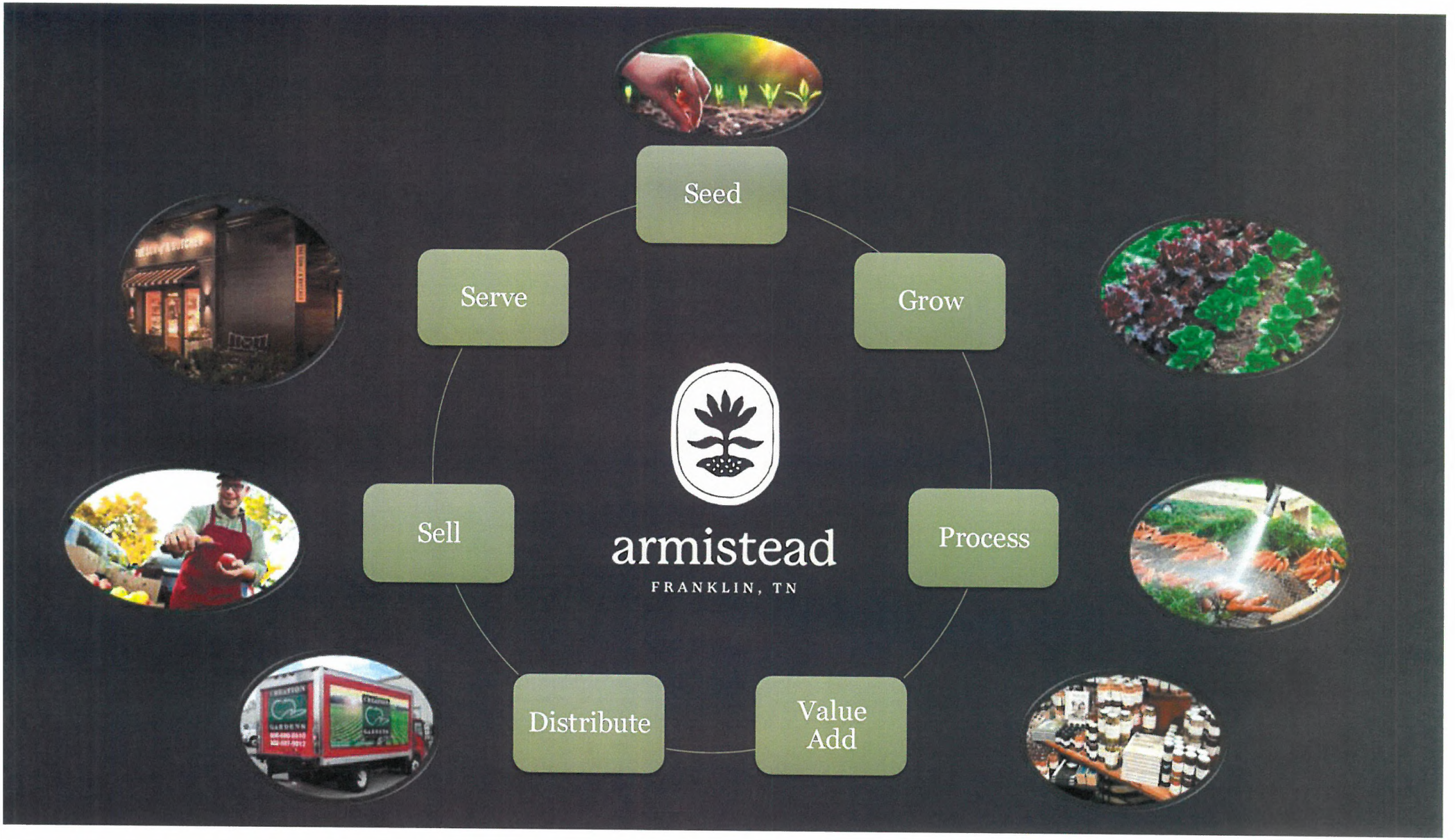








Local food & Agricultural HUB


Seed
Grow
Process
Value Add
Distribute
Sell
Serve
armistead
FRANKLIN, TN

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.

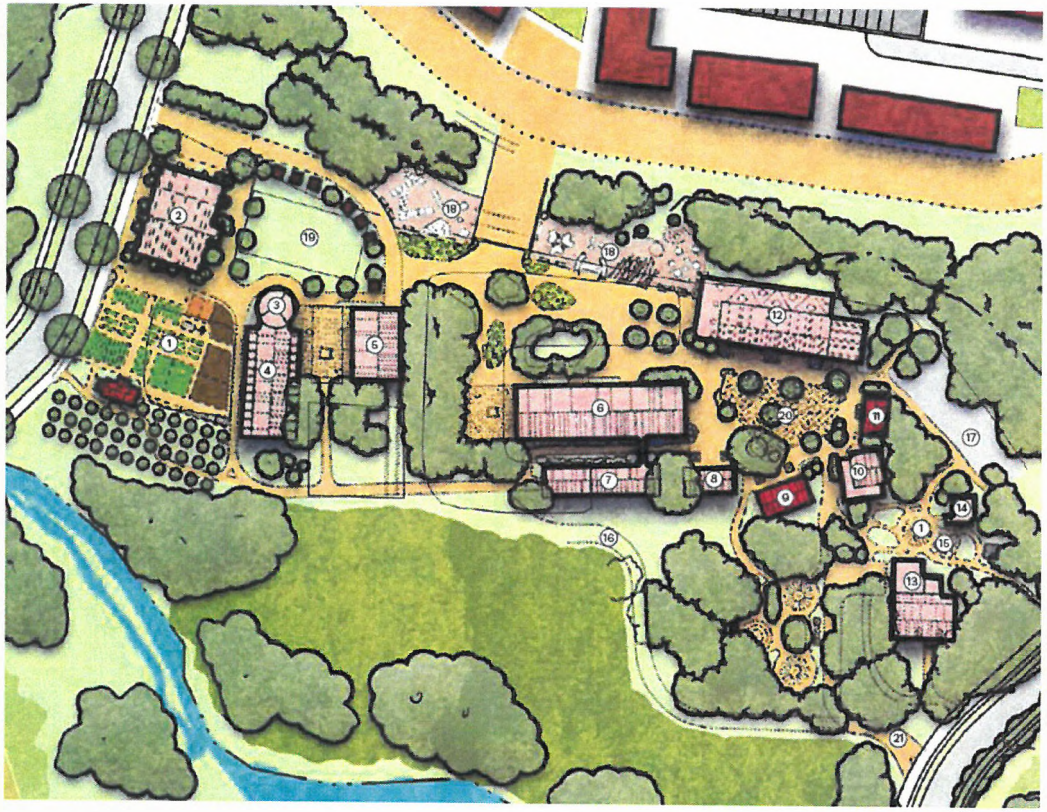
Chickens: Both for egg production and meat (broilers), as well as soil enhancement and pest control.

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

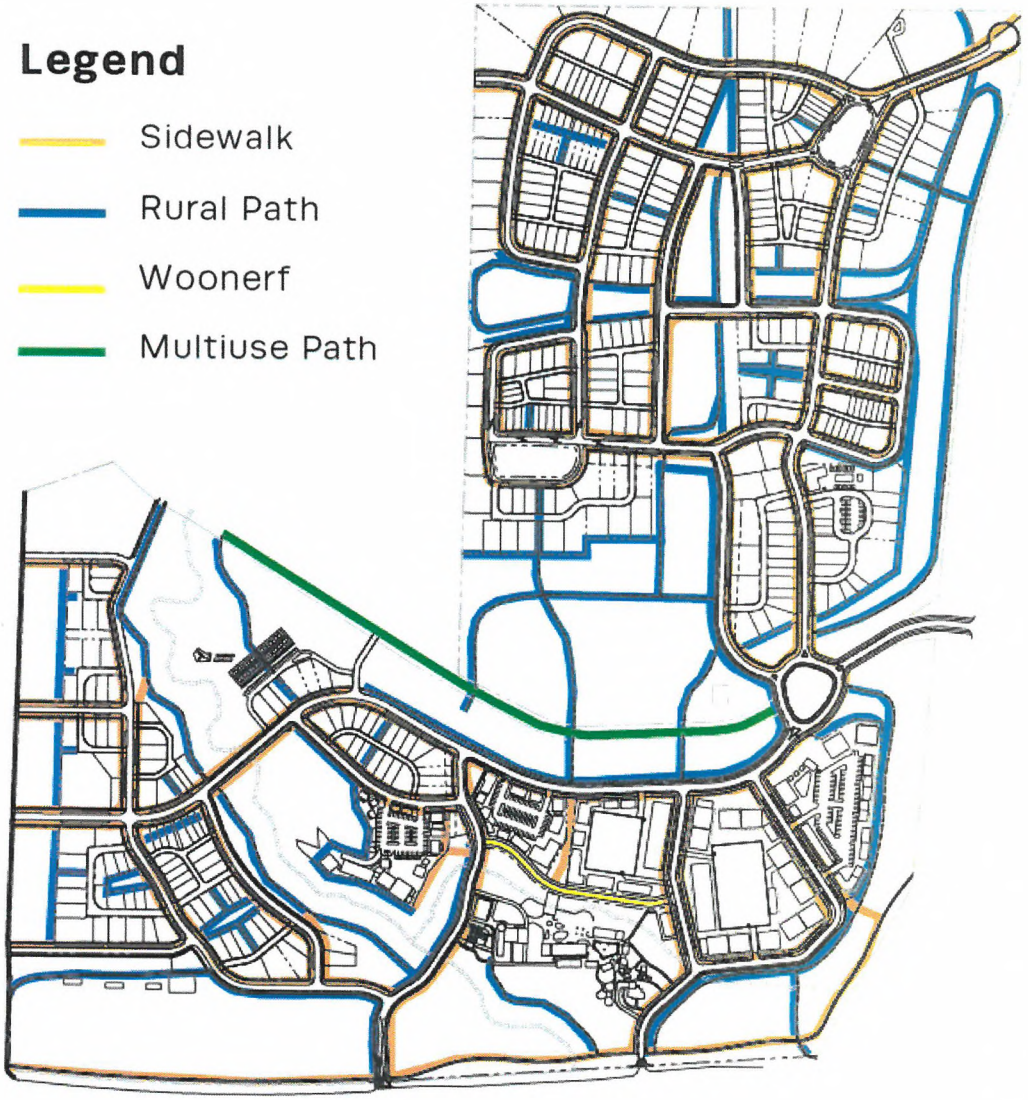
The Historic Farm is both park and farm, highlighted by a demonstration garden showcasing Armistead's full spectrum of agriculture. The existing barns, reborn as a gathering hall and micro-distillery, exude community and craftsmanship, while the iconic silo offers sweeping views. Hands-on learning and 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



Economic Impact

$500M +

Construction over 7-10 years

100k sf

Commercial Space, largely small businesses

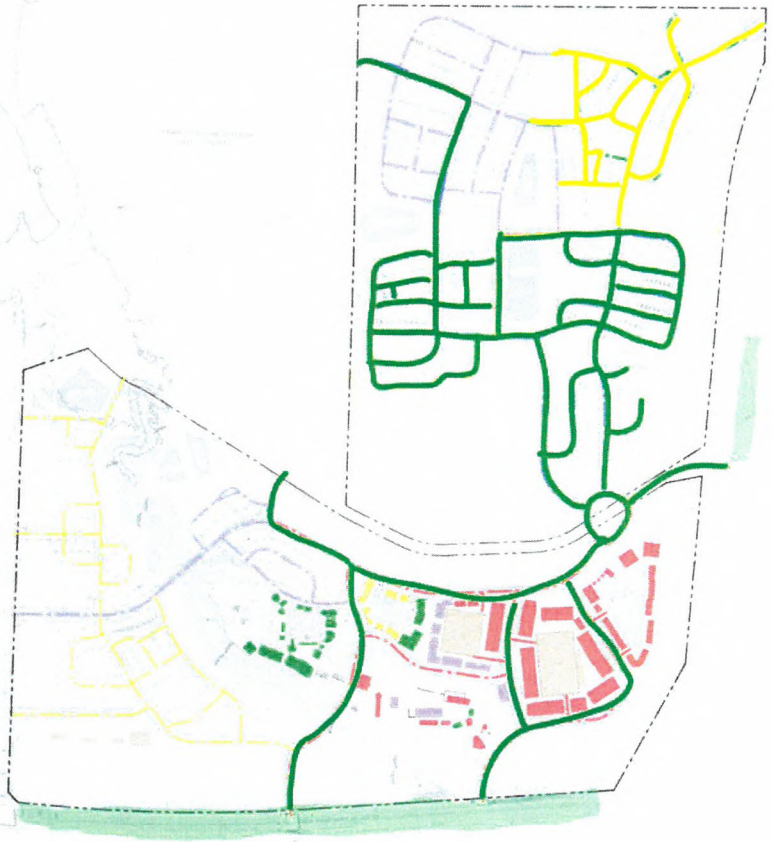
$3.8M

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

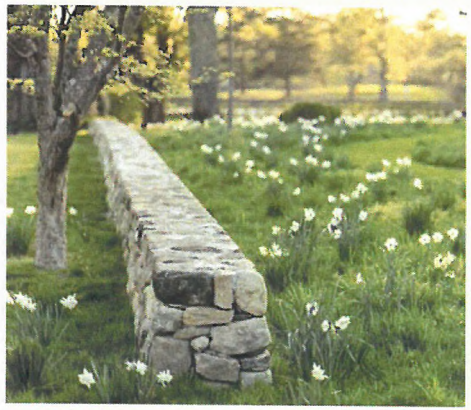
Capital Improvement Plan

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

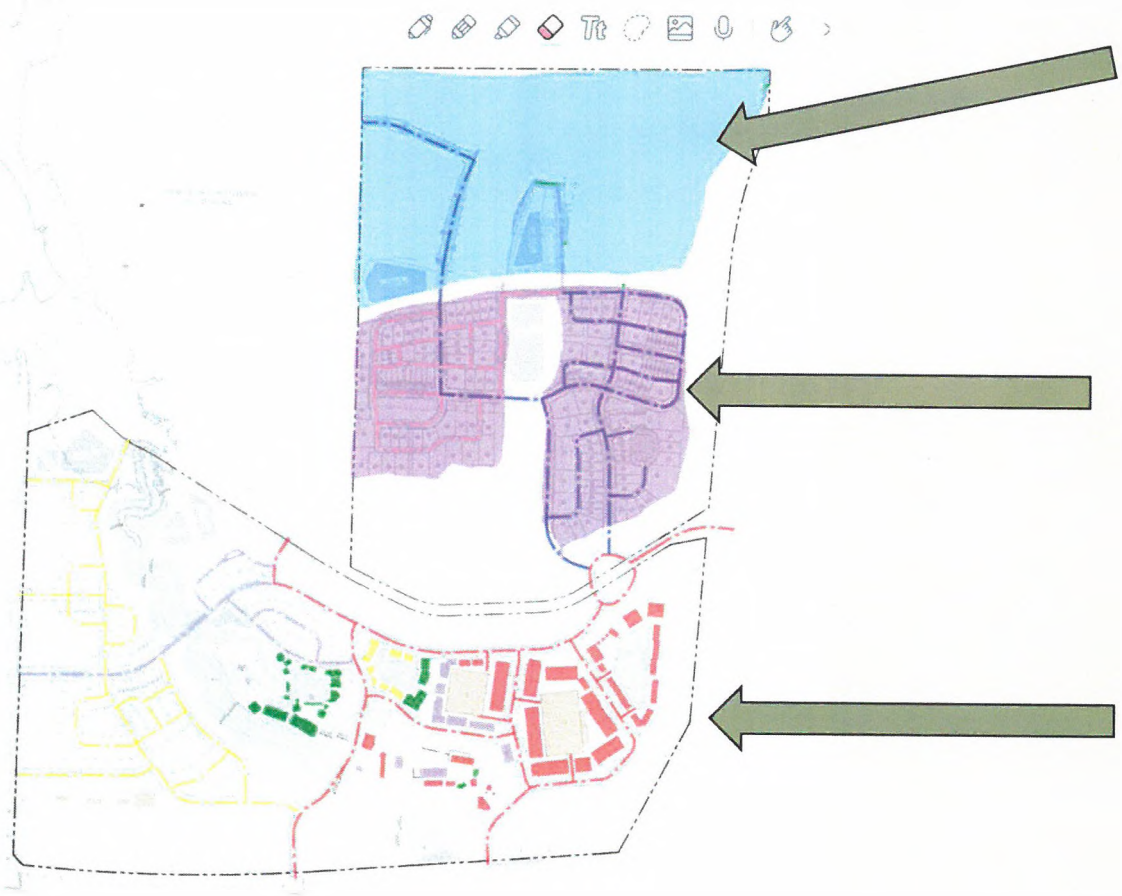
- **Value Assumptions**
  - Expected Size of home * comparable sale price psf = Expected Value of lot with home (EVH)
  - EVH/5 = Assumed lot value (ALV)
- **Property tax assumption** = EVH*.25 /100* 2.5051
- **A Bonds:** Bonds that will be paid by homeowner
- **B Bonds:** Bonds that will be repaid by 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

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

A and B Bonds
- Value: $38m
- Bonds: $19.8m
- Proceeds: $14.8m

Village Center and Final Phases
not encumbered by bond issuance

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 (30^{th}) 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 Craige 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 C
DEVELOPMENT PLAN

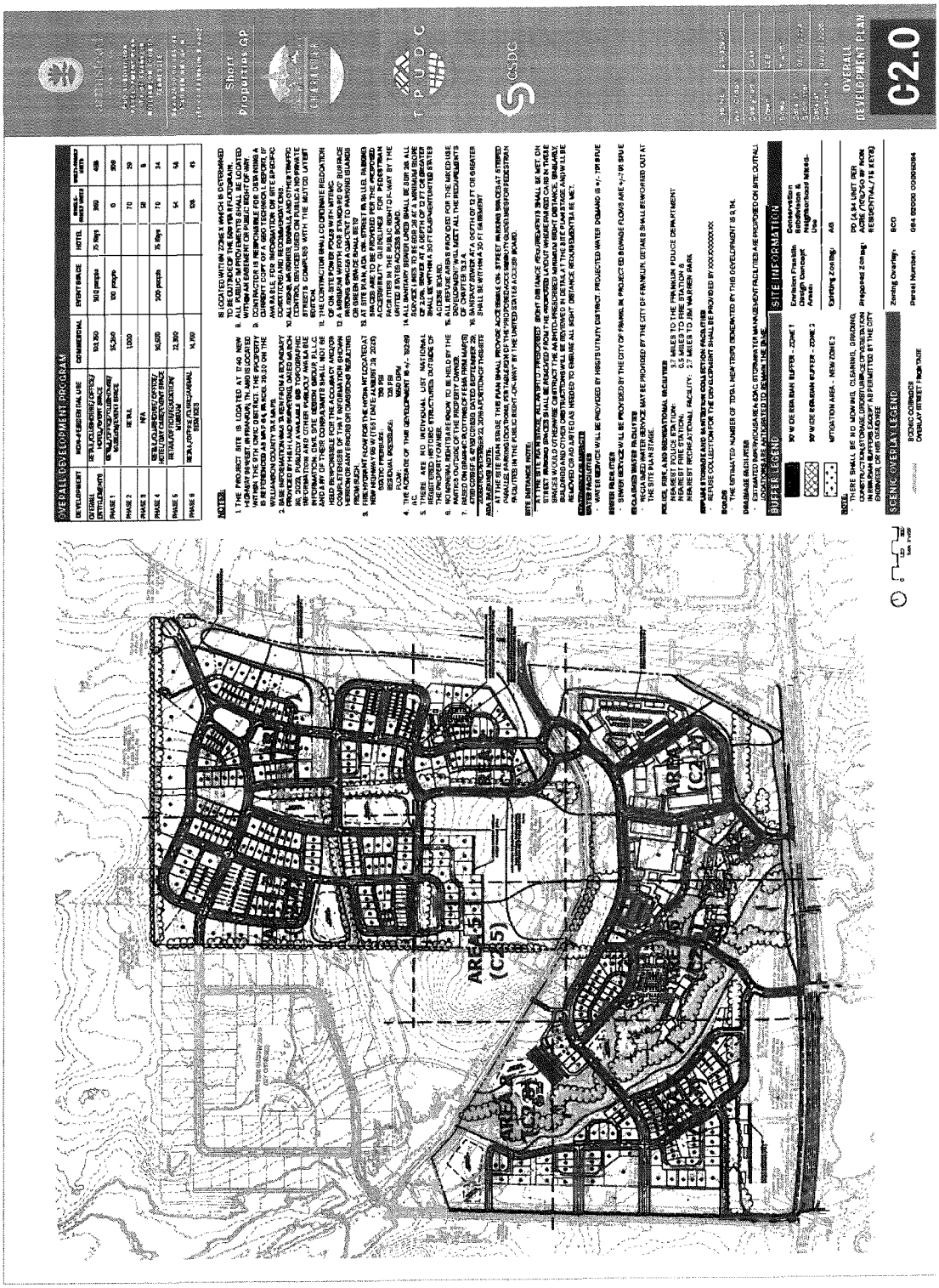


EXHIBIT D
RESIDENTIAL UNIT PLAN

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
Subtotal	*$30,819,212*	*As Above*
Contingency (25%)	*$7,704,803*	*As Above*
Subtotal + Contingency	***$38,524,015***	***As Above***
Public Spaces/Landscape/Hardscape	$12,185,776	City
Environmental/Mitigation	$208,981	City
Parkland & Impact Fees	$3,300,000	City
Subtotal	***$15,694,757***	***As Above***
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
Townhnomes	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	$2,569,502.18	$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

DRAFT

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	-	-
Townhnomes	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	$	1,833,256.00
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**

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
Towhnhomes	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
Towhnhomes	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	$2,569,502.18	$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 B
DISTRICT BOUNDARIES

The District shall consist of the following parcel with the following descriptions:

TAX PARCEL ID: 064 0200 000005064

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 C

FORM OF INTERGOVERNMENTAL AGREEMENT

(See Attached)

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "Intergovernmental Agreement") is dated as of _____ __, 2026 by and between THE CITY OF FRANKLIN, TENNESSEE (the "City"), a public corporation, and THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF FRANKLIN (the "Board"), a non-profit corporation and a public instrumentality of City of Franklin, Tennessee.

RECITALS

The City is authorized by Tenn. Code Ann. §§ 7-84-801 et seq. (the "Special Assessment Act") to (i) establish a real estate infrastructure development district, (ii) levy a special assessment on the properties located within the district to provide funding for the costs of the infrastructure necessary to develop the district and (iii) use the revenues from the special assessment so levied to pay debt service on bonds issued to finance such public infrastructure improvements.

Pursuant to the Special Assessment Act, the Board of Mayor and Aldermen of the City enacted Resolution No. __, (as the same may be supplemented and amended from time to time, the "Establishment Resolution ") which (i) designated an area within the City more particularly described therein to be known as the Armistead Infrastructure Development District (as such infrastructure development district may be amended from time to time in accordance with the Special Assessment Act and the Establishment Resolution, the "IDD") as a real estate infrastructure development district under the provisions of the Special Assessment Act; and (ii) together with and as more fully detailed in the Certificate of City Administrator as to Final Assessment Designation dated the date hereof, levied an assessment amount per unit for certain real property located within the IDD over a period of not more than thirty (30) years (the "Assessment").

Pursuant to the Special Assessment Act and the Establishment Resolution, the revenues collected from the Assessment (the "Special Assessment Revenues") may be applied to the funding of the public infrastructure improvements (the "Projects").

Pursuant to the Special Assessment Act and specifically Tenn. Code Ann. § 7-84-815, the City, in the Establishment Resolution, approved and requested that the Public Building Authority of Tipton County, Tennessee (the "Authority") (i) enter into district administration and other related agreements in compliance with the financing policies of the Authority's LIFT Program, (ii) issue one or more series of bonds, notes, or other debt obligations (in any case, the "Bonds"), and (iii) enter into a loan agreement (the "Loan Agreement") with the Board under which the Authority will loan the proceeds of the Bonds to the Board to finance the Projects, and the Board will repay the debt service on the Bonds, solely from Special Assessment Revenues.

For the purposes of funding the Projects for the benefit of the IDD, the Bonds will be designated Special Assessment Revenue Bonds (Armistead Infrastructure Development District) and issued in one or more series, in an aggregate principal amount of up to $72,000,000 (the "Series 2026 Bonds"). The Series 2026 Bonds will be payable from the Special Assessment Revenues collected by the City, and the proceeds of the Series 2026 Bonds will be applied to the costs of the Projects.

Pursuant to the Special Assessment Act and Tenn. Code Ann. §§ 7-53-101 et seq. and 12-10-101 et seq., the Board is authorized to enter into the Loan Agreement with the Authority to facilitate the borrowing and the monetization of the Special Assessment Revenues on behalf of the City.

The Series 2026 Bonds will be issued pursuant to the terms of the Loan Agreement between the Board and the Authority and a Trust Indenture dated on or about _____ __, 2026 (the "Indenture") between the Authority and UMB Bank N.A., as trustee (the "Trustee"). Pursuant to the Loan Agreement, the Board will assign to the Authority, and pursuant to the Indenture, the Authority will assign to the Trustee, the right to receive the Special Assessment Revenues collected by the City to secure payment of the Series 2026 Bonds.

Pursuant to the Special Assessment Act and the Establishment Resolution, the City is authorized to enter into this Intergovernmental Agreement and to contribute and pledge the Special Assessment Revenues to the Board to be further assigned to the Authority to provide for the payment of the Series 2026 Bonds and any other bonds issued pursuant to the Indenture.

NOW THEREFORE, for and in consideration of the foregoing Recitals and the mutual covenants and agreements set forth below, the receipt and adequacy of which is hereby acknowledged by both parties hereto, the City and Board hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. Capitalized terms not defined herein shall have the meaning given such terms in the Recitals of this Intergovernmental Agreement. In addition, the following terms shall have the meanings set forth below:

(a) "Holder," or "holder" or "Bondholder" shall mean a holder of any Series 2026 Bonds as described in the Trust Indenture.

(b) "Intergovernmental Agreement" means this Intergovernmental Agreement, as supplemented or amended from time to time.

(c) "State" shall mean the State of Tennessee.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties by the City. The City makes the following representations and warranties:

(a) The City is a public corporation in the State of Tennessee. The City has the power to enter into this Intergovernmental Agreement and the transactions contemplated hereunder and to carry out its obligations hereunder. The City has duly authorized the execution and delivery of this Intergovernmental Agreement.

(b) This Intergovernmental Agreement has been duly and properly authorized, executed, sealed and delivered by the City, constitutes the valid and legally binding obligation of the City, and is fully enforceable against the City in accordance with its terms; provided, however, that the enforceability and binding nature of this Intergovernmental Agreement is subject to bankruptcy, insolvency, reorganization

and other state and federal laws affecting the enforcement of creditors' rights, and, to the extent that certain remedies under this Intergovernmental Agreement require, or may require enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose.

(c) There are no proceedings pending or, to the knowledge of the City, threatened before any court or administrative agency which may affect the authority of the City to enter into this Intergovernmental Agreement, to undertake the transactions contemplated hereby or to carry out its obligations hereunder.

(d) The execution, delivery and performance by the City of this Intergovernmental Agreement do not and shall not constitute a violation or breach of or a default under any existing mortgage, indenture, contract, instrument or agreement binding on the City or affecting its property, or any provision of law or order of any court binding upon the City.

Section 2.02 Representations and Warranties by the Board. The Board makes the following representations and warranties:

(a) The Board is a non-profit corporation and a public instrumentality of City of Franklin, Tennessee. The Board has the power to enter into this Intergovernmental Agreement and to undertake the transactions contemplated hereby and to carry out its obligations hereunder. The Board has duly authorized the execution and delivery of this Intergovernmental Agreement.

(b) This Intergovernmental Agreement has been duly and properly authorized, executed, sealed, and delivered by the Board, constitutes the valid and legally binding obligation of the Board, and is fully enforceable against the Board in accordance with its terms; provided, however, that the enforceability and binding nature of this Intergovernmental Agreement is subject to bankruptcy, insolvency, reorganization and other state and federal laws affecting the enforcement of creditors' rights, and, to the extent that certain remedies under this Intergovernmental Agreement require, or may require enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose.

(c) There are no proceedings pending or, to the knowledge of the Board, threatened before any court or administrative agency which may affect the Authority of the Board to enter into this Intergovernmental Agreement, to undertake the transactions contemplated hereby or to carry out its obligations hereunder.

(d) The execution, delivery and performance by the Board of this Intergovernmental Agreement does not and shall not constitute a violation or breach of or default under the Act, any existing mortgage, indenture, contract, instrument or agreement binding on the Board or affecting its property, or any provision of law or order of any court binding upon the Board.

ARTICLE III
COVENANTS AND AGREEMENTS OF THE CITY

Section 3.01 Collection of Special Assessment Revenues. The City shall comply in all material respects with the requirements of the laws of the State, the Special Assessment Act and the Establishment Resolution relating to the collection of Special Assessment Revenues. The City shall cause the Assessment to be billed to property owners at the same time and in the same manner as property taxes. The City agrees to enforce payment of the Assessment so billed, as provided by law, in a timely fashion. The

collection of delinquent Assessments shall be pursued by the City in the same manner as the collection of property taxes levied by the City.

Section 3.02 Pledge and Transfer of Special Assessment Revenues. So long as the Series 2026 Bonds remain outstanding, the City hereby agrees to remit the Special Assessment Revenues so collected to the Board, to be further remitted by the Board in the manner and for the purposes described in Article IV below. The City agrees that all Special Assessment Revenues that have then been collected and not previously transferred to the Board shall, on the 15th day of each April and October, be transferred to and deposited with the Board. Prior to such transfer, the City shall take any and all necessary steps to identify such collected Special Assessment Revenues as restricted solely for the purposes described herein, and the City shall not pledge, encumber, transfer or spend such Special Assessment Revenues. Notwithstanding the foregoing provisions of this Section 4.02 to the contrary, that portion of the Special Assessment Revenues needed to pay the Administrative Fee, as defined and subject to the limitations set forth in Section 11 of the Establishment Resolution, shall not be remitted to the Board but shall instead be withheld and applied by the City to the costs of the Administrative Fee, whether incurred by the City or the Board. Nothing herein shall preclude the Board from directing that the transfer of Special Assessment Revenues to it be accomplished by a direct transfer of such revenues by the City to a designated account established by the Authority in connection with the issuance of the Series 2026 Bonds, including the Revenue Fund described in Section 4.02 below; and the City will comply with any such directions.

Section 3.03 Preservation of IDD. The City will not take any action that would (i) reduce the size of the IDD, (ii) reduce the final, established rates of Assessment, or (iii) terminate or otherwise limit the term of the IDD.

Section 3.04 Continuing Disclosure; Additional Actions. The City will provide the Board with sufficient data to enable the Board and the Authority to comply with any continuing disclosure undertaking with respect to the Bonds, including without limitation information regarding the assessed value of real property within the IDD, and the collection of Special Assessment Revenues. The City Mayor and the City Administrator and the other officers and employees of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates which they may deem necessary or advisable in order to facilitate the issuance, sale and delivery of the Series 2026 Bonds by the Authority and the execution and delivery of the loan agreement described in Section 4.01 below.

ARTICLE IV
COVENANTS AND AGREEMENTS OF THE BOARD

Section 4.01 Loan Agreement between the Authority and the Board. In connection with the issuance of the Series 2026 Bonds by the Authority, the Board hereby agrees that it will enter into a Loan Agreement with the Authority pursuant to which (a) the proceeds of the Series 2026 Bonds will be loaned by the Authority to the Board for further application to the costs of the Projects, and (b) the Special Assessment Revenues remitted by the City to the Board hereunder shall be further remitted to the Authority to provide for the payment of the Series 2026 Bonds.

Section 4.02 Establishment of Revenue Fund. The Board will request that the Authority establishes a separate and discrete fund or account (the "Revenue Fund"), which shall be held by the

Trustee under the Indenture, for deposit of the Special Assessment Revenues paid to the Trustee by or on behalf of the City in accordance with this Intergovernmental Agreement, which fund will be held in trust by the Trustee, separate and apart from all other funds of the Authority, Board, the City or the Trustee.

Section 4.03 Prohibition on Actions Without the Consent of the City. Without the prior written consent of the City, the Board shall not grant any waiver, take any action, omit to take any action or, to the extent such action or omission is within the control of the Board, permit any other person or entity to take any action or omit to take any action, under any documents relating to the Series 2026 Bonds, if such waiver, action or omission would constitute or result in the sale, use, pledging or other disposition of all or any part of the Special Assessment Revenues, except to the extent that the execution and delivery of this Intergovernmental Agreement, the establishment of the Revenue Fund under the Indenture, and the issuance of the Series 2026 Bonds constitutes a sale, use, pledging or other disposition of the Special Assessment Revenues.

ARTICLE V
MISCELLANEOUS

Section 5.01 Limited Liability of the City and the Board.

(a) The Series 2026 Bonds shall be limited obligations of the Board and the Authority, the principal of, premium, if any, and interest on which are payable solely from the Special Assessment Revenues to be received by the Board from the City pursuant to this Intergovernmental Agreement, and neither the Series 2026 Bonds, nor the interest or any premium thereon, shall ever constitute an indebtedness or a charge against the general credit or taxing powers of the City or any other public body, and the Series 2026 Bonds shall not constitute an indebtedness to which the faith or credit of the City or any other public body is pledged.

(b) No provision of this Intergovernmental Agreement, or any agreement, document, instrument or certificate executed, delivered or approved by the City or the Board in connection with the issuance, sale, delivery or administration of the Series 2026 Bonds shall require the City or the Board to expend or risk its own general funds, the obligations and liabilities of the City or the Board under this Intergovernmental Agreement or any documents related to the Series 2026 Bonds being solely the obligations and liability of the City and the Board under this Intergovernmental Agreement, which are payable solely from the Special Assessment Revenues.

(c) Neither the Holders nor any other person shall have any claim against the City or the Board or any officer, official, agent or employee of the City or the Board for damages suffered as a result of the City's or the Board's failure to perform in any respect any covenant, undertaking or obligation under this Intergovernmental Agreement or any documents relating to the Series 2026 Bonds or as a result of the incorrectness of any representation in, or omission from, any of this Intergovernmental Agreement, except to the extent that any such claim relates to the obligation of the City and the Board under this Intergovernmental Agreement to contribute Special Assessment Revenues. Nothing contained in this Intergovernmental Agreement or in any of documents related to the Series 2026 Bonds shall be construed to preclude any action or proceeding in any court or before any governmental body, agency or instrumentality against the City or the Board or any of its officers, officials, agents or employees to enforce the provisions of this Intergovernmental Agreement or any of the documents related to the Series 2026 Bonds.

Section 5.02 Waiver of Personal Liability. No officer, official, agent or employee of the City or the Board shall be individually or personally liable for the payment of any monies pursuant to this Intergovernmental Agreement or for any pecuniary liabilities whatsoever; but nothing herein contained shall relieve any such officer, official, agent or employee from the performance of any official duty provided by law or this Intergovernmental Agreement.

Section 5.03 Benefit of Intergovernmental Agreement. Except as described in Section 5.07 below, (a) nothing in this Intergovernmental Agreement, expressed or implied, is intended to give to any person other than the Board and the City any right, remedy or claim under or by reason of this Intergovernmental Agreement; and (b) any covenants, stipulations, promises or agreements in this Intergovernmental Agreement contained by and on behalf of the City and the Board shall be for the sole and exclusive benefit of the City and Board, as applicable.

Section 5.04 Enforcement of Intergovernmental Agreement.

(a) If any material representation or warranty made herein proves to be false or misleading in any material respect when made or affirmed, no breach or violation of this Intergovernmental Agreement shall be deemed to occur unless and until written notice has been given to the party making such representation or warranty and such party has not remedied this failure or misrepresentation within a thirty (30) day period thereafter.

(b) No breach or violation of this Intergovernmental Agreement shall be deemed to occur as a result of the failure to observe or perform any covenant or agreement set forth herein unless and until written notice has been given to the party failing to observe or perform such covenant or agreement and such party has not remedied this failure within a thirty (30) day period thereafter.

(c) If a breach of this Intergovernmental Agreement is not remedied or cured within the time periods set forth in (a) and (b), the parties may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant under this Intergovernmental Agreement.

Section 5.05 Amendment. This Intergovernmental Agreement may be amended or supplemented in accordance with the Indenture by a written instrument executed by the Board and the City. Any amendment to this Intergovernmental Agreement must be made with the same formality as this Intergovernmental Agreement, and only with the approval of the Board of Mayor and Aldermen and the Board; provided, however, that consents, approvals, waivers, amendments to cure any ambiguity and other modifications of a non-substantive nature may be negotiated and granted by the City and the Board by sole action of the Mayor of the City and the Chair of the Board, or their respective designees.

Section 5.06 Severability. If any part of this Intergovernmental Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Intergovernmental Agreement shall be given effect to the fullest extent possible.

Section 5.07 Third-Party Beneficiary. The City and the Board acknowledge and agree that the Authority is an intended and expressed third-party beneficiary of this Agreement and that the Authority may rely upon and enforce all of the representations, warranties, and covenants set forth in this Agreement.

Section 5.08 **Assignment**. This Intergovernmental Agreement may not be assigned by either party without the prior written consent of the other party and the Trustee, except that the Board may freely assign its rights hereunder to the Authority to secure the payment of the Series 2026 Bonds.

Section 5.09 **Counterparts**. This Intergovernmental Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 5.10 **Effective Date; Termination**. This Intergovernmental Agreement shall be effective as of the date of issuance of the Series 2026 Bonds and shall terminate on the date as of which no Series 2026 Bonds remain outstanding.

Section 5.11 **Applicable Law**. This Intergovernmental Agreement shall be construed and enforced pursuant to the laws of the State.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

THE CITY OF FRANKLIN, TENNESSEE

By: _____
Mayor

ATTEST:

_____
City Recorder

THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF FRANKLIN

By: _____
Chairman

ATTEST:

_____
Secretary

ARMISTEAD

Infrastructure Development District

City of Franklin, Tennessee

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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 Boult 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				58	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	58
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. The Developer acknowledges and intends to comply with the transparency and disclosure requirements set forth in the City's adopted IDD ordinance and related policies, including purchaser disclosures, plain-language summaries of assessment obligations and funded infrastructure, public access to relevant district documents, and applicable resale disclosure requirements. Such requirements are anticipated to be further addressed through the Development Agreement, bond documents, sales materials, and related governing instruments associated with the District

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, however a supplemental IDD/assessment-specific community meeting could be held prior to petition hearing, though it should be noted that the Developer is the only landowner within the district.

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 "Missing Middle" typologies like cottages, townhomes, small 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):

Armistead was intentionally conceived from inception as a high-quality, conservation-focused, mixed-use community designed to embody the planning principles of Envision Franklin. While Armistead is not a subsidized affordable housing project, the community has been intentionally planned to support a broad spectrum of housing types, sizes, and living arrangements that expand housing choice and create more attainable entry points into Franklin. Combined with its publicly accessible open space network, trail system, historic preservation commitments, multimodal design, and long-term placemaking framework, the project establishes a high standard for future IDD applicants by demonstrating how the tool can be used to deliver enduring public value, exceptional design quality, and comprehensive, connected infrastructure.

Summary Table:

City Priority Area (Exhibit D)	Policy Criteria Referenced	Armistead Commitment
I. Extraordinary Benefits & Quality Development Full Credit Requested	• High-quality architectural and placemaking elements exceeding base standards • Preservation, restoration, or adaptive reuse of historic resources	• Preservation and adaptive reuse of historic farmstead structures • Integration of historic farm core into publicly accessible open space and trail network

	• Implementation of multimodal and public realm improvements beyond minimum requirements	• Walkable mixed-use Town Center with human-scaled blocks • Multimodal paths, rural paths, & sidewalks that exceed standard requirements • Public greens, plazas, civic spaces, and placemaking elements • Architectural standards consistent with Conservation Subdivision & Neighborhood Mixed-Use design concepts • Stringent Pattern Book at Architectural Review Process.
II. Attainable Housing / Housing Stability Supplemental Alignment – Partial Credit Requested	• Mix of housing types supporting Envision Franklin goals	• Inclusion of diverse housing types: cottages, townhomes, multifamily, live/work units, tiny homes • Expansion of "missing middle" housing options • Broadening of housing stock across life stages and price points
III. Enhancement of Infrastructure, Public Service, Safety & Sustainability Partial Credit Requested	• Construction or improvement of public infrastructure beyond that required to serve development • Connectivity to walking and biking networks • Undergrounding of utilities • Greenway integration • Energy efficiency, water conservation, native landscaping, and environmental stewardship	• Multimodal sidewalks, trails, and pedestrian-priority streets that exceed city requirements • Reclaimed water distribution system supporting irrigation conservation • Conservation-based stormwater management and innovative surface stormwater treatments • Undergrounding of electric conduit • Native landscaping for all public areas and required of landowners within the development. • Regenerative Farming Practices

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) Housing Diversity and Stability—through high-quality placemaking, preservation of historic assets, meaningful public connectivity, multimodal design, and a diversified housing program, and (2) Enhancement of Infrastructure, Public Service, Safety & Sustainability.

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:

- **Provision of multimodal facilities**, including sidewalks, trails, and pedestrian-priority streets, supporting walkability and sustainable mobility that exceed minimum city standards.
- **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.

The Developer is willing to continue discussions with the City regarding potential participation in certain off-site wastewater system improvements that would provide broader system benefits beyond Armistead itself, including infrastructure serving the west Franklin growth area. Any such participation would be subject to engineering analysis, proportionality considerations, and future development agreement discussions.

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 Craige 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.

Craige 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. Craige 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, Craige 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.

While ArmisteadTN, LLC is the local developer and petitioner, the project team includes nationally experienced special-assessment professionals. Wrathell, Hunt & Associates serves as the project's IDD consultant and is one of many states' established special district management and assessment methodology firms, regularly serving development communities and local governments in the delivery and financing of public infrastructure. Armistead's proposed structure draws on established Florida, Alabama, and Texas models and adapts them to Tennessee's REIDA framework

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 June or July 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: 5-14-26

Name: 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

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 (30^{th}) 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 Craige 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 C
DEVELOPMENT PLAN

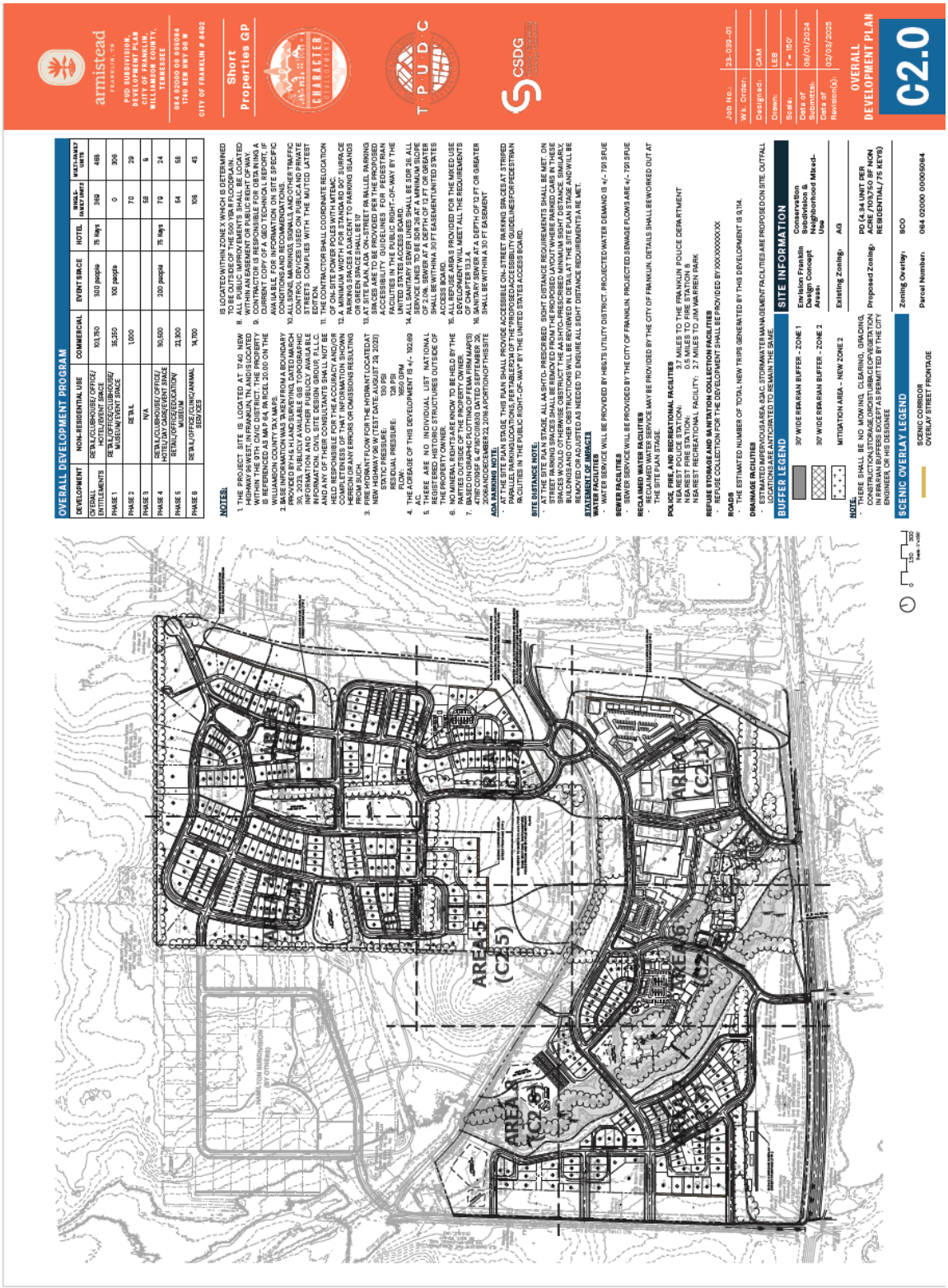

armistead
FOD SUBDIVISION
PRELIMINARY PLAN
CITY OF FRANKLIN,
WILLIAMSON COUNTY,
TENNESSEE
084 02000 CO 085084
1740 NEW HWY 96 W
CITY OF FRANKLIN # 8402
Short Properties GP
CHARACTER DEVELOPMENT
T·P·U·D·C
CSDG
OVERALL DEVELOPMENT PROGRAM
DEVELOPMENT | NON-RESIDENTIAL USE | COMMERCIAL | EVENT SPACE | HOTEL | SINGLE-FAMILY UNITS | MULTI-FAMILY UNITS
OVERALL ENTITLEMENTS | RETAIL/CLUBHOUSE/ OFFICE/ HOTEL/DAY CARE/EVENT SPACE | 103,750 | 300 people | 75 Keys | 390 | 488
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 | | | | 68 | 6
PHASE 4 | RETAIL/CLUBHOUSE/OFFICE/ HOTEL/DAY CARE/EVENT SPACE | 35,500 | 200 people | 75 Keys | 70 | 24
PHASE 5 | RETAIL/OFFICE/EDUCATION/ MUSEUM | 31,300 | | | 54 | 58
PHASE 6 | RETAIL/OFFICE/CLINIC/ANIMAL SERVICES | 14,700 | | | 108 | 45
NOTES:
1. THE PROJECT SITE IS LOCATED AT 1740 NEW HIGHWAY 96 WEST IN FRANKLIN, TN AND IS LOCATED WITHIN THE 9TH CIVIC DISTRICT. THE PROPERTY IS REFERENCED AS MAP 84, PARCEL 20.00 ON THE WILLIAMSON COUNTY TAX MAPS.
2. BASE INFORMATION WAS TAKEN FROM A BOUNDARY PROVIDED BY H & H LAND SURVEYING, DATED MARCH 30, 2023, PUBLICLY AVAILABLE GIS TOPOGRAPHIC DATA, AND OTHER SURVEY DATA PROVIDED BY ALL INFORMATION. CIVIL SITE DESIGN GROUP, P.L.L.C. AND ANY OF THEIR CONSULTANTS SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND/OR COMPLETENESS OF SUCH INFORMATION AS SHOWN HEREON OR ANY ERRORS OR OMISSIONS RESULTING FROM SUCH.
3. FIRE FLOW AND FLOW FOR THE HYDRANT LOCATED AT NEW HIGHWAY 96 W (TEST DATE: AUGUST 29, 2023)
STATIC PRESSURE: 130 PSI
RESIDUAL PRESSURE: 126 PSI
FLOW: 1,500 GPM
4. THE ACREAGE OF THIS DEVELOPMENT IS +/- 102.69 AC.
5. THERE ARE NO INDIVIDUAL LIST NATIONAL REGISTERED HISTORIC STRUCTURES OUTSIDE OF THE PROPERTY OWNER.
6. NO MINERAL RIGHTS ARE KNOW TO BE HELD BY THE PARTIES OUTSIDE OF THE PROPERTY OWNER.
7. PANEL NUMBER 47187C0093F & 47187C0083G (FIRM MAPS) 47187C0093F & 47187C0083G DATED SEPTEMBER 29, 2006 & NOVEMBER 22, 2006 & PORTION OF THIS SITE IS LOCATED WITHIN ZONE X WHICH IS DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOODPLAIN.
8. ALL UTILITIES SHALL BE UNDERGROUND, ALL LOCATED WITHIN AN EASEMENT OR PUBLIC RIGHT OF WAY.
9. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CURRENT COPY OF A GEO TECHNICAL REPORT, IF REQUIRED, AND ADHERING TO ITS SPECIFIC CONDITIONS AND RECOMMENDATIONS.
10. ALL SIGNS, MARKINGS, SIGNALS, AND OTHER TRAFFIC CONTROL DEVICES USED ON PUBLIC AND PRIVATE STREETS COMPLIES WITH THE MUTCD LATEST EDITION.
11. THE CONTRACTOR SHALL COORDINATE RELOCATION OF UTILITY POLES WITH POLE OWNER.
12. ALL SITE WORK SHALL CONFORM TO ADA STANDARDS FOR ACCESSIBLE PARKING SPACES, ACCESS AISLES, CURB RAMPS, SIDEWALKS, AND CROSSWALKS. ANY DISCREPANCIES BETWEEN THESE PLANS AND ADA STANDARDS SHALL BE RESOLVED IN FAVOR OF THE ADA STANDARDS.
13. ALL STALLS ALONG STREET FRONTAGE FOR PARALLEL PARKING SPACES ARE TO BE PROVIDED PER THE PROPOSED ACCESSIBILITY GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT-OF-WAY BY THE UNITED STATES ACCESS BOARD.
14. ALL SANITARY SEWER LINES SHALL BE SDR 26 AT A MINIMUM SLOPE OF 0.40% (EXCEPT AS NOTED) SERVICE LINES TO BE SDR 26 AT A MINIMUM SLOPE OF 2.00%. SEWER AT A DEPTH OF 12 FT OR GREATER SHALL BE WITHIN A 30 FT EASEMENT. SEWER LESS THAN 12 FT SHALL BE WITHIN A 30 FT EASEMENT.
15. ALL REFUSE AREAS PROVIDED FOR THE MIXED USE DEVELOPMENT WILL MEET ALL THE REQUIREMENTS OF CHAPTER 11, ARTICLE IV.
16. SANITARY SEWER AT A DEPTH OF 12 FT OR GREATER SHALL BE WITHIN A 30 FT EASEMENT
ADA ACCESSIBILITY:
- AT THE SITE PLAN STAGE, THIS PLAN SHALL PROVIDE ACCESSIBLE ON-STREET PARKING SPACES AT STRIPED PARALLEL PARKING LOCATIONS, PER TABLE P214 OF THE "PROPOSED ACCESSIBILITY GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT-OF-WAY" BY THE UNITED STATES ACCESS BOARD.
SITE DISTANCE NOTE:
- AT THE SITE PLAN STAGE, ALL AASHTO-PRESCRIBED SIGHT DISTANCE REQUIREMENTS SHALL BE MET, ON STREET PARKING SPACES SHALL BE REMOVED AT THE PROPOSED LAYOUT WHERE NECESSARY TO MEET THESE REQUIREMENTS. LOCATIONS OF ENTRANCES, BUILDINGS, AND OTHER OBSTRUCTIONS WILL BE REVIEWED IN DETAIL AT THE SITE PLAN STAGE AND WILL BE REMOVED OR ADJUSTED AS NEEDED TO ENSURE ALL SIGHT DISTANCE REQUIREMENTS ARE MET.
STATEMENT OF IMPACT:
- WATER FACILITIES
- WATER SERVICE WILL BE PROVIDED BY HB&TS UTILITY DISTRICT. PROJECTED WATER DEMAND IS +/- 791 SFUE
SEWER FACILITIES
- SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. PROJECTED SEWAGE FLOWS ARE +/- 791 SFUE
RECLAIMED WATER FACILITIES
- RECLAIMED WATER SERVICE MAY BE PROVIDED BY THE CITY OF FRANKLIN. DETAILS SHALL BE REVIEWED OUT AT THE SITE PLAN STAGE.
POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 3.7 MILES TO THE FRANKLIN POLICE DEPARTMENT
NEAREST FIRE STATION: 3.5 MILES TO FIRE STATION 8
NEAREST RECREATIONAL FACILITY: 2.7 MILES TO JIM WARREN PARK
REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
- REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY XXXXXXXXXX.
ROADS
- THE ESTIMATED NUMBER OF TOTAL NEW TRIPS GENERATED BY THIS DEVELOPMENT IS 9,114.
DRAINAGE FACILITIES
- ESTIMATED IMPERVIOUS AREA (EIA) C, STORMWATER MANAGEMENT FACILITIES ARE PROPOSED ON SITE. OUTFALL LOCATIONS ARE DESIGNATED TO REMAIN THE SAME.
BUFFER LEGEND
30' WIDE RIPARIAN BUFFER - ZONE 1
30' WIDE RIPARIAN BUFFER - ZONE 2
MITIGATION AREA - NEW ZONE 2
SITE INFORMATION
Envision Franklin Design Concept Areas: Conservation Residential / Neighborhood Mixed-Use
Existing Zoning: AG
Proposed Zoning: PD (4.94 UNIT PER ACRE / 109,750 SF NON RESIDENTIAL / 76 KEYS)
Parcel Number: 084 02000 000085084
NOTE:
THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE
SCENIC OVERLAY LEGEND
SCENIC CORRIDOR OVERLAY STREET FRONTAGE
Zoning Overlay: SCO
AREA 5 (C-25)
AREA 6 (C-26)
AREA 7 (C-27)
AREA 8 (C-28)
AREA 9 (C-29)
AREA 10 (C-30)
AREA 11 (C-31)
AREA 12 (C-32)
AREA 13 (C-33)
AREA 14 (C-34)
AREA 15 (C-35)
AREA 16 (C-36)
AREA 17 (C-37)
AREA

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	-	-
Towhnhomes	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
Subtotal	*$30,819,212*	*As Above*
Contingency (25%)	*$7,704,803*	*As Above*
Subtotal + Contingency	***$38,524,015***	***As Above***
Public Spaces/Landscape/Hardscape	$12,185,776	City
Environmental/Mitigation	$208,981	City
Parkland & Impact Fees	$3,300,000	City
Subtotal	***$15,694,757***	***As Above***
TOTAL	**$54,218,772**	

ENGINEER'S REPORT

PREPARED FOR:

ARMISTEAD INFRASTRUCTURE DEVELOPMENT DISTRICT

ENGINEER:

RaganSmith

a Pape-Dawson company

NOVEMBER 2025

ENGINEER'S REPORT
ARMISTEAD INFRASTRUCTURE DEVELOPMENT DISTRICT

1. PURPOSE

The purpose of this report is to describe the public infrastructure improvements associated with the Armistead Development in support of the creation of an Infrastructure Development District (IDD).

2. THE PROJECT

This report describes the CIP that is necessary for the development of:

a. certain offsite roadway improvements (Hwy 96 W, Mack Hatcher, Old Charlotte Pike E and offsite intersections as described on Sheet C7.1 of the approved Development Plan)
b. utility improvements (pump station upgrades per Ardurra study), and
c. neighborhood improvements

It is anticipated that ARMISTEADTN, LLC will develop Armistead. Legal descriptions and sketches for Armistead are shown in **Exhibit A.**

Product Mix

The table below shows the product types that will be part of the development:

Product Types by Section

Product Type	Unit Count
Section 1	
MF Units	306
Section 2	
SF Units	70
MF Units	29
Section 3	
SF Units	58
MF Units	8
Section 4	
SF Units	79
MF Units	24
Section 5	
SF Units	54
MF Units	58
Section 6	
SF Units	108
MF Units	43
Total	**837**

471 total units in Ph 1

366 total units in future development

Dwelling Unit by Type

Dwelling Unit	Unit Count
SF Detached Residential	321
Townhouse	48
Multiplex	48
Multifamily (Studio)	21
Multifamily (1-BR)	157
Multifamily (2-BR)	157
Multifamily (3-BR)	21
Farm Compound	64
Total	**837**

128 SF units in Ph 1

343 MF units in Ph 1

471 total units in Ph 1

List of Armistead Project Improvements

The various improvements that are part of the overall CIP are described in detail in the Armistead PUD Subdivision, Development Plan, and those descriptions include the following:

- Armistead stormwater management improvements,
- Armistead neighborhood roadways,
- Armistead water (HB&TS), sewer (COF) and reclaim utilities (COF),
- Armistead hardscape, landscape and irrigation improvements,
- Armistead undergrounding of electrical conduit (MTE),
- Armistead conservation/mitigation, and

Permits

The status of the applicable permits necessary for the Project is as follows:

- Armistead PUD Subdivision, Development Plan, approved 3/26/25 by City of Franklin
- Armistead PUD Subdivision, Site Plan, Sections 1-6, will be submitted to City of Franklin
- Armistead PUD Subdivision, Site Plan, Section for Offsite Improvements, will be submitted to City of Franklin and TDOT
- Armistead PUD Subdivision, Final Plat, Sections 1-6, will be submitted to City of Franklin
- Armistead Development NOI, SWPPP, & ARAP Permit will be submitted to TDEC DWR
- Armistead Development ACOE 404 Permit will be submitted to US Army Corps of Engineers

Estimated Costs / Benefits

The following table shows the estimated costs for the Project.

ESTIMATED COSTS FOR PROJECT

DESCRIPTION	PROJECT COST	O&M ENTITY	% Ph 1	PHASE 1 COST
Reclaimed Water Distribution System	$2,444,341	City	56%	$ 1,368,831
Wastewater System	$6,067,235	City	56%	$ 3,397,652
Stormwater Management System (No Earthwork)	$4,022,451	City	56%	$ 2,252,573
Onsite Roadway Improvements	$9,893,112	City	56%	$ 5,540,143
Offsite Roadway Improvements	$5,150,000	City / TDOT	100%	$ 5,150,000
Incremental Cost of Undergrounding of Electric Conduit	$1,833,256	MTE	56%	$ 1,026,623
Soft Cost & Fees	$1,408,817	As Above	56%	$ 788,938
Subtotal	*$30,819,212*	*As Above*		$ 19,524,759
Contingency (25%)	*$7,704,803*	*As Above*		$ 4,881,190
Subtotal + Contingency	***$38,524,015***	***As Above***		**$ 24,405,948**
Public Spaces/Landscape/Hardscape	$12,185,776	City	56%	$ 6,824,035
Environmental/Mitigation	$208,981	City	56%	$ 117,029
Parkland & Impact Fees	$3,300,000	City	56%	$ 1,848,000
Subtotal	***$15,694,757***	***As Above***		**$ 8,789,064**
TOTAL	**$54,218,772**			**$ 33,195,012**

1. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated IDD expenditures that may be incurred.
2. Roadway, landscape/hardscape/irrigation, and amenities improvements, if behind hard-gates, will not be part of the estimated probable CIP costs.
3. The developer(s) reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association (in which case such items would not be part of the CIP) or a third-party.
4. A third-party, or an applicable property owner's or homeowner's association may elect to maintain any City-owned improvements, subject to the terms of an agreement with the City that complies with the management contract safe harbor under Internal Revenue Procedure 2017-13.
5. Roadway, stormwater and potable/reuse/sewer improvements and associated professional fees subject to mobility fee credits or reimbursement by local agencies will not be part of the estimated probable CIP costs.
6. In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the City, any such credits, if any, will be the subject of a separate agreement between the applicable developer(s) and the City. Pursuant to such an agreement, and without intending to alter the terms of such an agreement, the applicable developer(s) may elect to retain such credits if the developer(s) provides consideration equal to the market value of the credits in the form of work product, improvements and/or land (based on the lesser of appraised value or the developer's cost basis as it relates to land), or in the form of a cash pay down of certain debt assessments.
7. The Potable Water Distribution System that will serve this development is operated and maintained by HB&TS, a private utility provider.

3. CONCLUSION

The Project will be designed in accordance with current governmental regulations and requirements. The Project will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- the estimated cost to the Project as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the development is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;

- all of the improvements comprising the Project are required by applicable development approvals issued pursuant to Title 7, Chapter 84, Tennessee Code;

- the Project is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the Project, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and

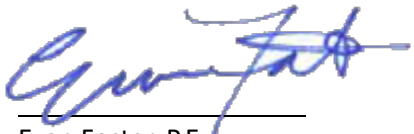
- the assessable property within The Armistead Development District will receive a special benefit from the Project that is at least equal to the costs of the Project.

As described above, this report identifies the benefits from the Project to the lands within The Armistead Development. The general public, property owners, and property outside the development will benefit from the provisions of the Project; however, these are incidental to the Project, which are designed solely to provide special benefits peculiar to property within The Armistead Development. Special and peculiar benefits accrue to property within the Project and enable properties within its boundaries to be developed.

The Armistead Development will be owned by governmental units and such Armistead Development is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the development. All of the Armistead Development public infrastructure is or will be located on lands owned or to be owned by a governmental entity or on perpetual easements in favor of a governmental entity. The Armistead Development, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The City will pay the lesser of the cost of the components of the Armistead Development or the fair market value.

Please note that the Armistead Development as presented herein is based on current plans and market conditions which are subject to change. Accordingly, Armistead Development, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the Project, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the development, it may be necessary to make modifications and/or deviations for the plans, and the Project expressly reserves the right to do so.

Project Engineer:
RaganSmith Associates, LLC

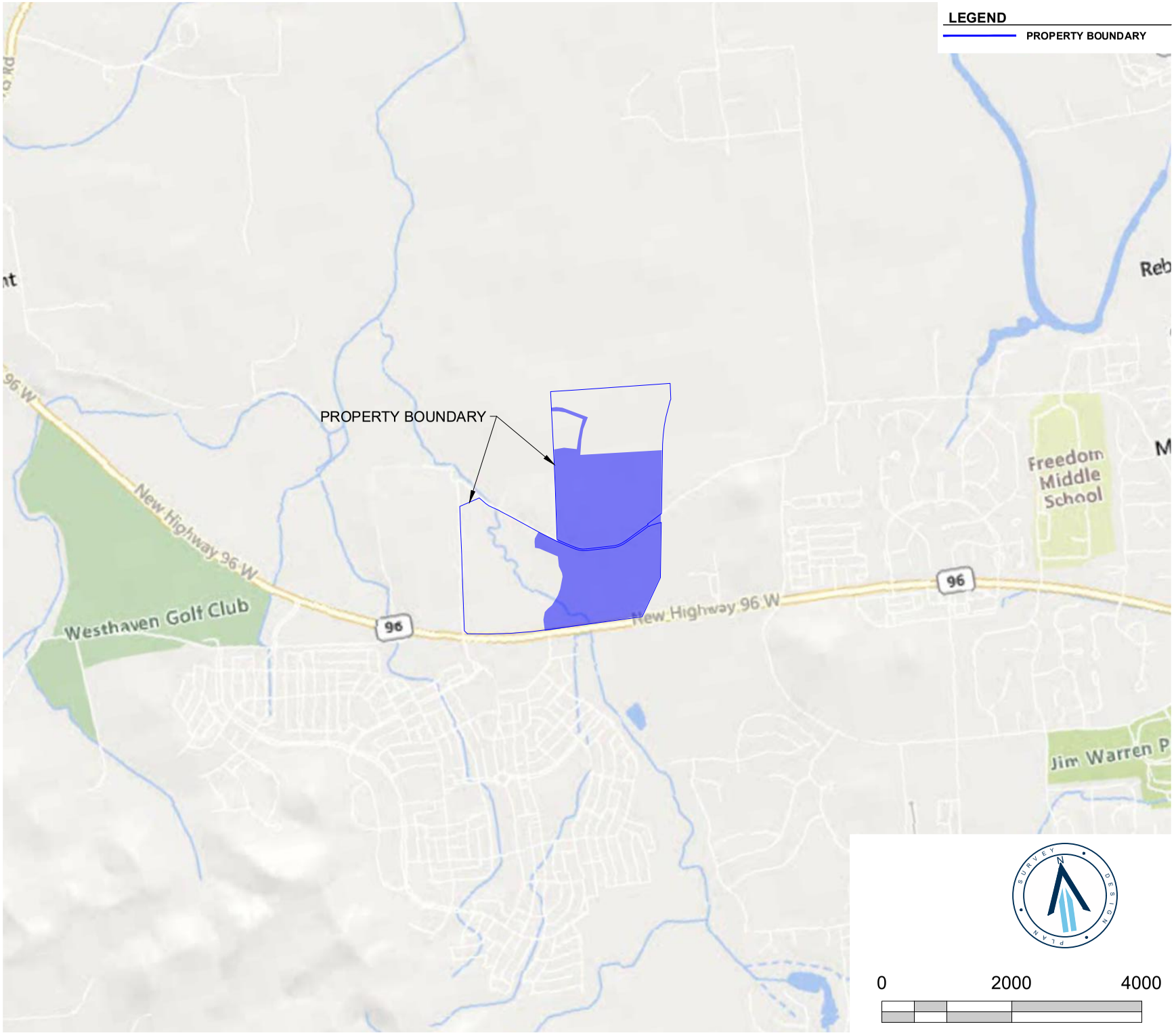


Evan Foster, P.E.
Date: 11/10/2025
TN License No. 120457

EXHIBIT A: Legal Description and Sketch for Armistead Development

EXHIBIT A

APPENDIX A



RaganSmith
a RAGAN-DAWSON company

ARMISTEAD
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
ARMISTEADTN, LLC
1740 NEW HWY 96 WEST, FRANKLIN, TN 37064, WILLIAMSON COUNTY

Scale: 1"=1000'
Date: 8/22/2025
Approved By: E. FOSTER
Revisions:

Drawing Title:
LOCATION MAP

Drawing No.
1

Project No.
24-0068

LINE	BEARING	DISTANCE
L1	N 36°19'15" W	64.08'
L2	S 40°06'04" E	132.67'
L3	S 51°23'23" E	172.43'
L4	S 55°11'53" E	67.55'
L5	S 56°19'02" E	99.01'
L6	N 63°44'47" E	106.02'
L7	S 26°15'13" E	9.99'
L8	N 64°50'39" E	30.00'
L9	S 26°15'13" E	12.91'
L10	S 63°44'47" W	105.95'
L11	N 56°19'02" W	98.32'
L12	N 55°11'53" W	67.48'
L13	S 37°04'11" W	20.89'
L14	S 23°18'15" W	106.45'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	353.08'	111.05'	110.60'	S 49°08'29" E
C2	1376.58'	114.70'	114.66'	S 55°43'39" E
C3	1376.78'	46.55'	46.55'	S 52°32'59" E
C4	4239.91'	263.45'	263.40'	S 53°13'40" E
C5	358.95'	176.36'	174.60'	S 72°26'19" E
C6	214.52'	58.70'	58.51'	N 85°38'50" E
C7	605.77'	146.05'	145.69'	N 70°54'07" E
C8	580.77'	140.04'	139.70'	S 70°54'04" W
C9	189.52'	51.86'	51.69'	S 85°38'50" W
C10	333.95'	164.08'	162.44'	N 72°26'19" W

1. Portions of the described tract lies within the Floodplain, and is shown in the area Zone X as said tract shows on FEMA FIRM Map Numbers 47187C0195F (effective date September 29, 2006) and 47187C0183H (effective date December 20, 2024) on the Flood Insurance Rate Maps for Williamson County, Tennessee. Zone X is described as "Other Flood Areas" subject to the 0.2% chance flood; areas of 1% annual chance flood with average depths of less than 1 foot of with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

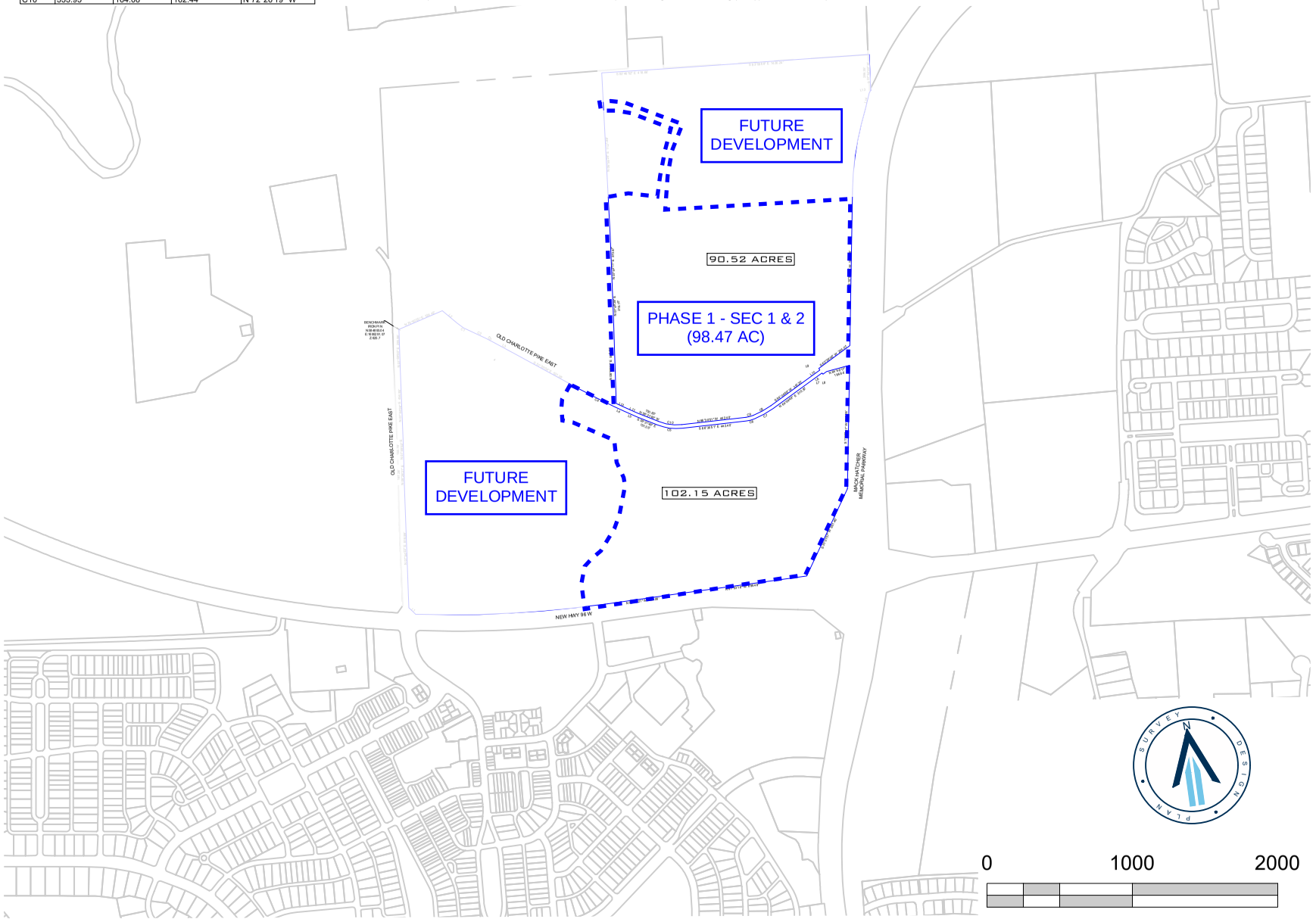
2. This survey was prepared from current deeds of record without benefit of facts and does not represent a title search or a guarantee of title, and is subject to any state of facts a current, full, or accurate search may reveal. No investigation of independent search for easements, encumbrances, restrictive covenants,or ownership title evidence has occurred. The surveyor reserves the right to revise any easement(s) not provided for or known of per the date of this survey.

3. The utility information shown hereon was taken from actual field evidence, utility agency records, or any other available evidence. Other utilities may exist and may not be shown, or may vary from where shown. No guarantee is expressed or implied in regard to the utility location shown hereon. The Owner(s) and Contractor(s) should assume responsibility to verify utility existence, size, location, depth and availability of service, and be solely responsible for contacting the utility location service prior to commencing construction.

4. Basis of bearings is based on the Tennessee State Plane Coordinate System 4100 Zone on the 1983 North American Datum (NAD83).

5. In Tennessee it is a requirement of the "Underground Utility Damage Prevent Act" that anyone who engages in excavation must notify all known underground utility owner(s) no less than three nor more than ten working days prior to the date of their intent to excavate and also to avoid any hazard or conflict. The Tennessee One Call telephone number is 1-800-351-1111. No utilities were called, nor marked for this project.

6. The field data was gathered on February 5, 2025 using standard radial surveying techniques with an Electronic total station (Trimble S-5 robotic instrument) and data collector (Trimble TSC7 with Access Data Collection software) and/or using Global Positioning (GPS)(Trimble R12, R12i).



RaganSmith
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ARMISTEAD
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
ARMISTEADTN, LLC

1740 NEW HWY 96 WEST, FRANKLIN, TN 37064, WILLIAMSON COUNTY

Scale: 1"=1000'

Date: 8/22/2025

Approved By: E. FOSTER

Revisions:

Drawing Title:
BOUNDARY
MAP & LEGAL
DESCRIPTION

Drawing No.
2

Project No.
24-0068



RaganSmith
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ARMISTEAD
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
ARMISTEADTN, LLC

1740 NEW HWY 96 WEST, FRANKLIN, TN 37064, WILLIAMSON COUNTY

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Date: 8/22/2025

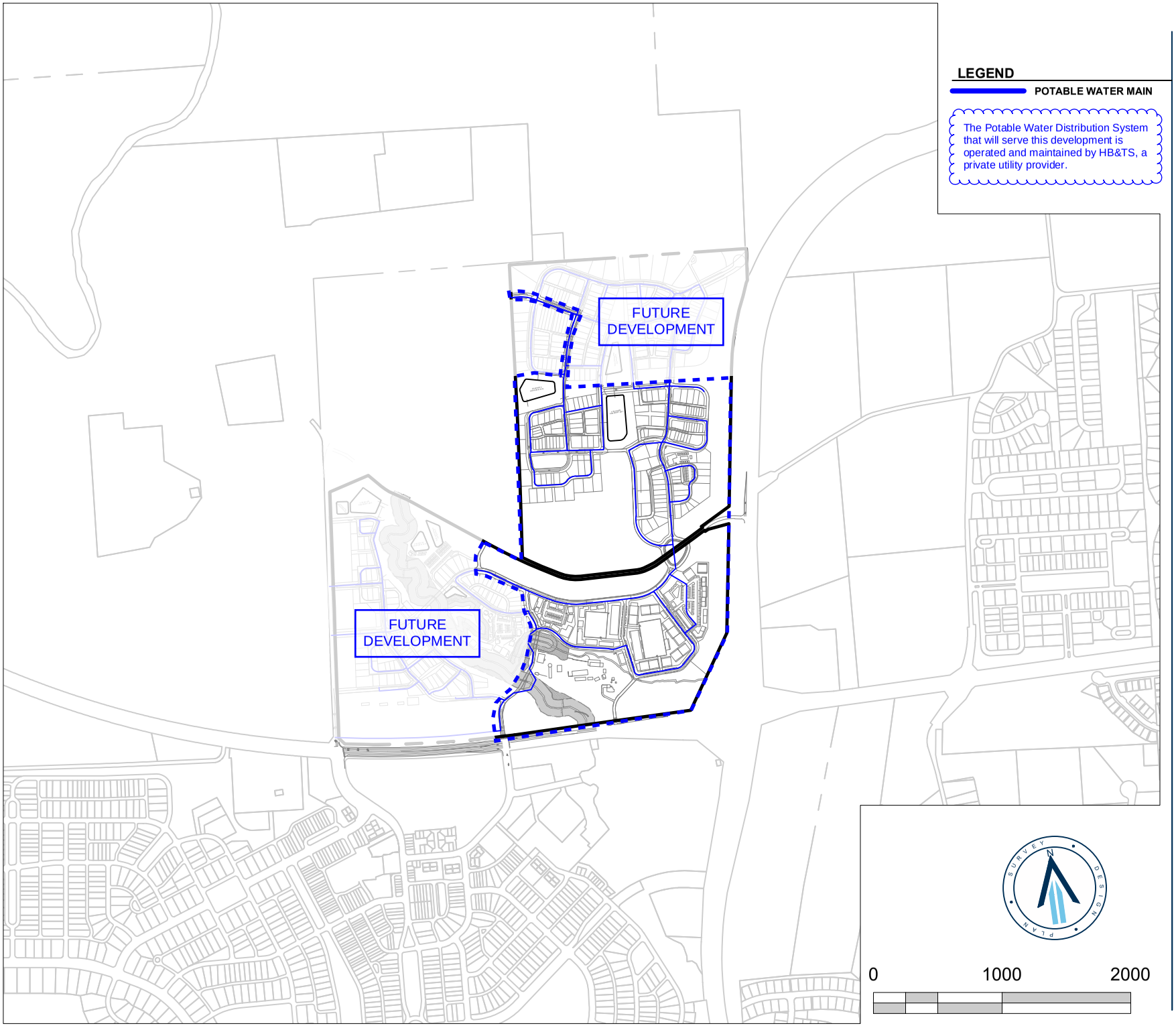
Approved By: E. FOSTER

Revisions:

Drawing Title:
CONCEPT PLAN

Drawing No.
3

Project No.
24-0068



RaganSmith
a RAPE-DAWSON company

ARMISTEAD PUD SUBDIVISION, DEVELOPMENT PLAN

FOR

ARMISTEADTN, LLC

1740 NEW HWY 96 WEST, FRANKLIN, TN 37064, WILLIAMSON COUNTY

Scale: 1"=1000'

Date: 8/22/2025

Approved By: E. FOSTER

Revisions:

Drawing Title:

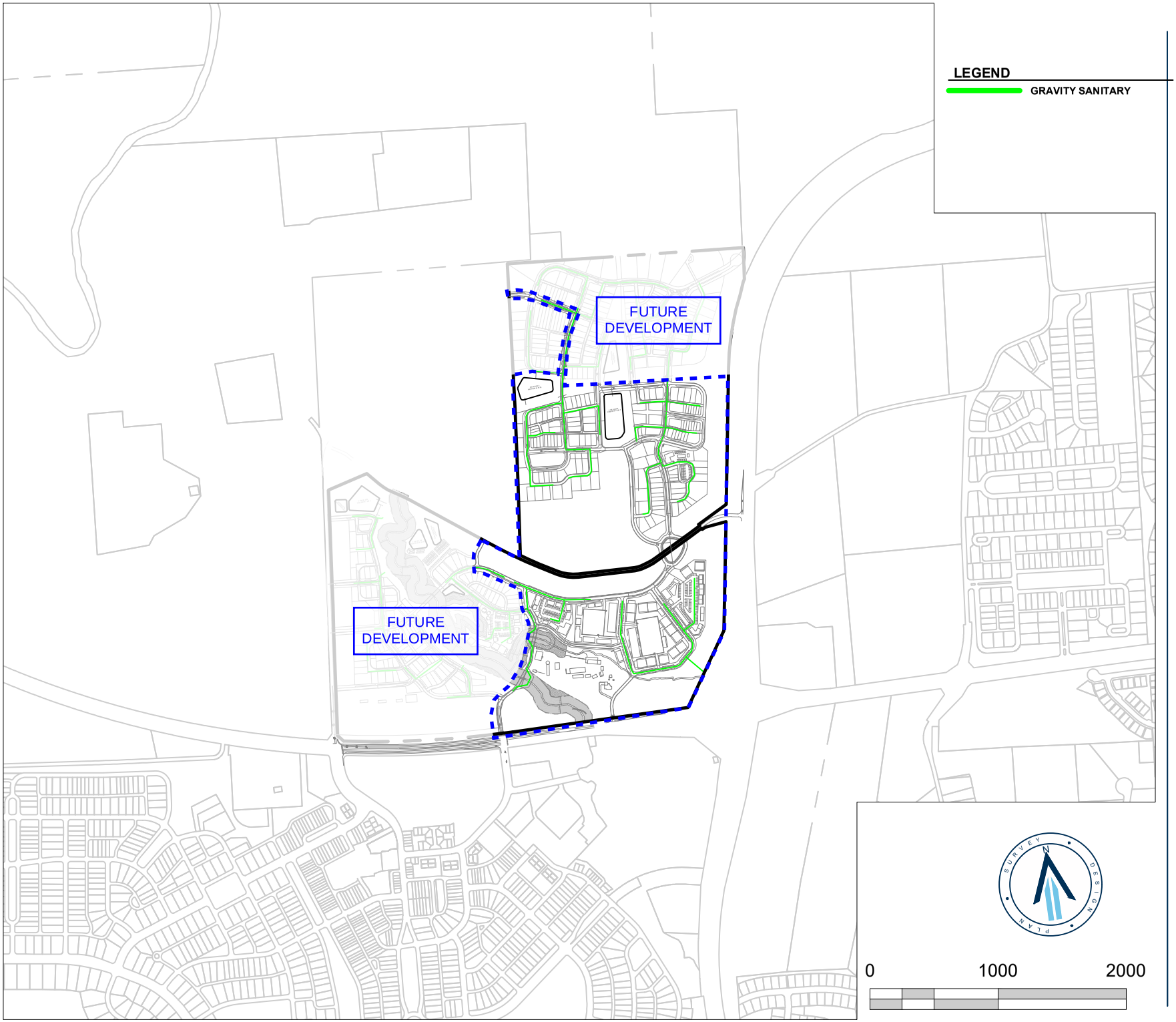
POTABLE WATER DISTRIBUTION SYSTEM MAP

Drawing No.

4

Project No.

24-0068



RaganSmith
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ARMISTEAD
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
ARMISTEADTN, LLC
1740 NEW HWY 96 WEST, FRANKLIN, TN 37064, WILLIAMSON COUNTY

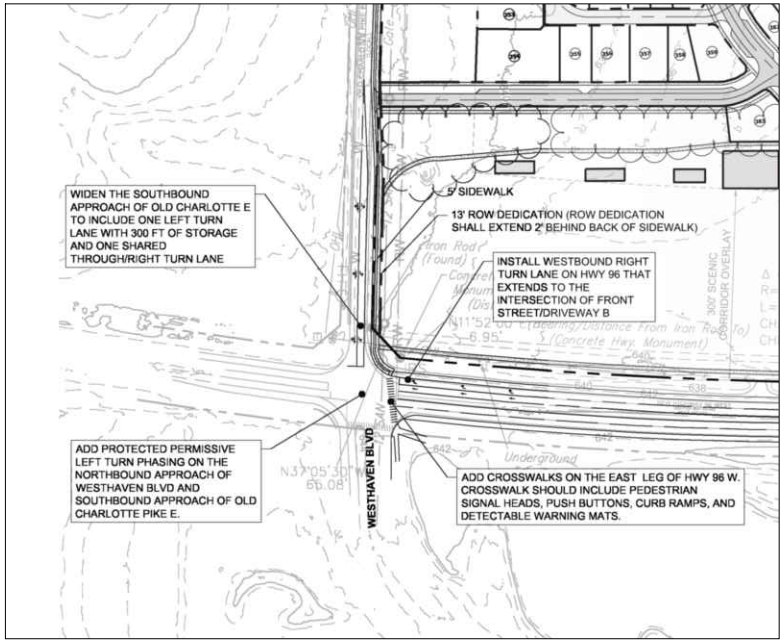
Scale: 1"=1000'
Date: 8/22/2025
Approved By: E. FOSTER
Revisions:

Drawing Title:
WASTEWATER SYSTEM MAP

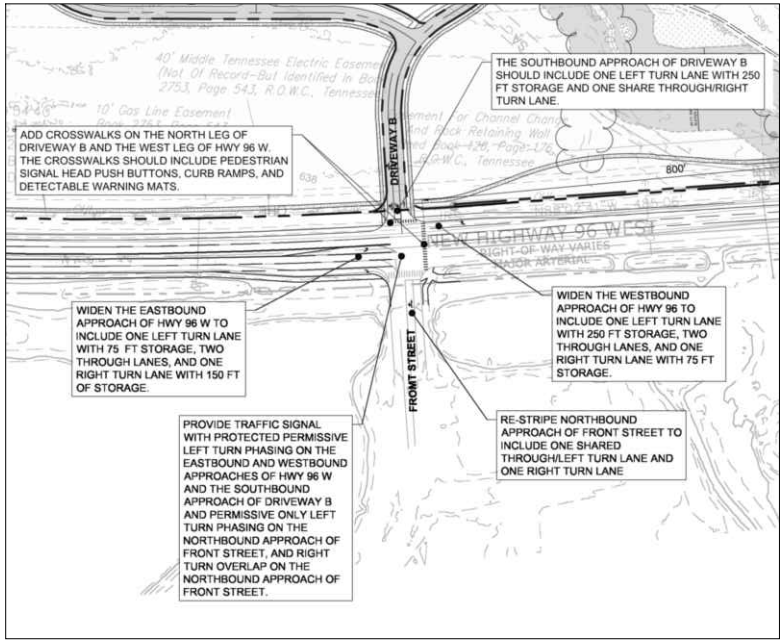
Drawing No.
5

Project No.
24-0068

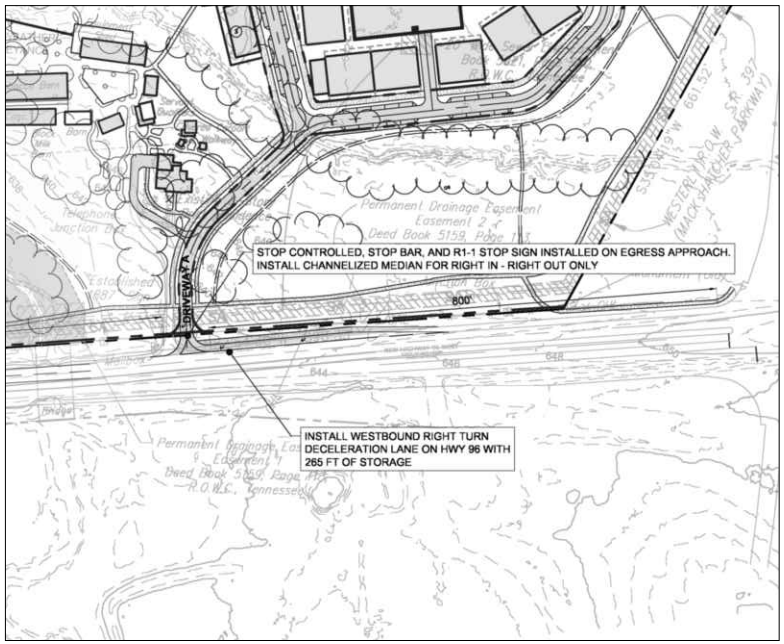
NEW HWY 96 W @ OLD CHARLOTTE PIKE E



NEW HWY 96 W @ SITE ENTRY/DRIVEWAY B



NEW HWY 96 W @ SITE ENTRY/DRIVEWAY A



VIEWS FROM ARMISTEAD PUD SUBDIVISION, DEVELOPMENT PLAN, SHEET C7.0 OFFSITE ROAD IMPROVEMENTS

0 300 600

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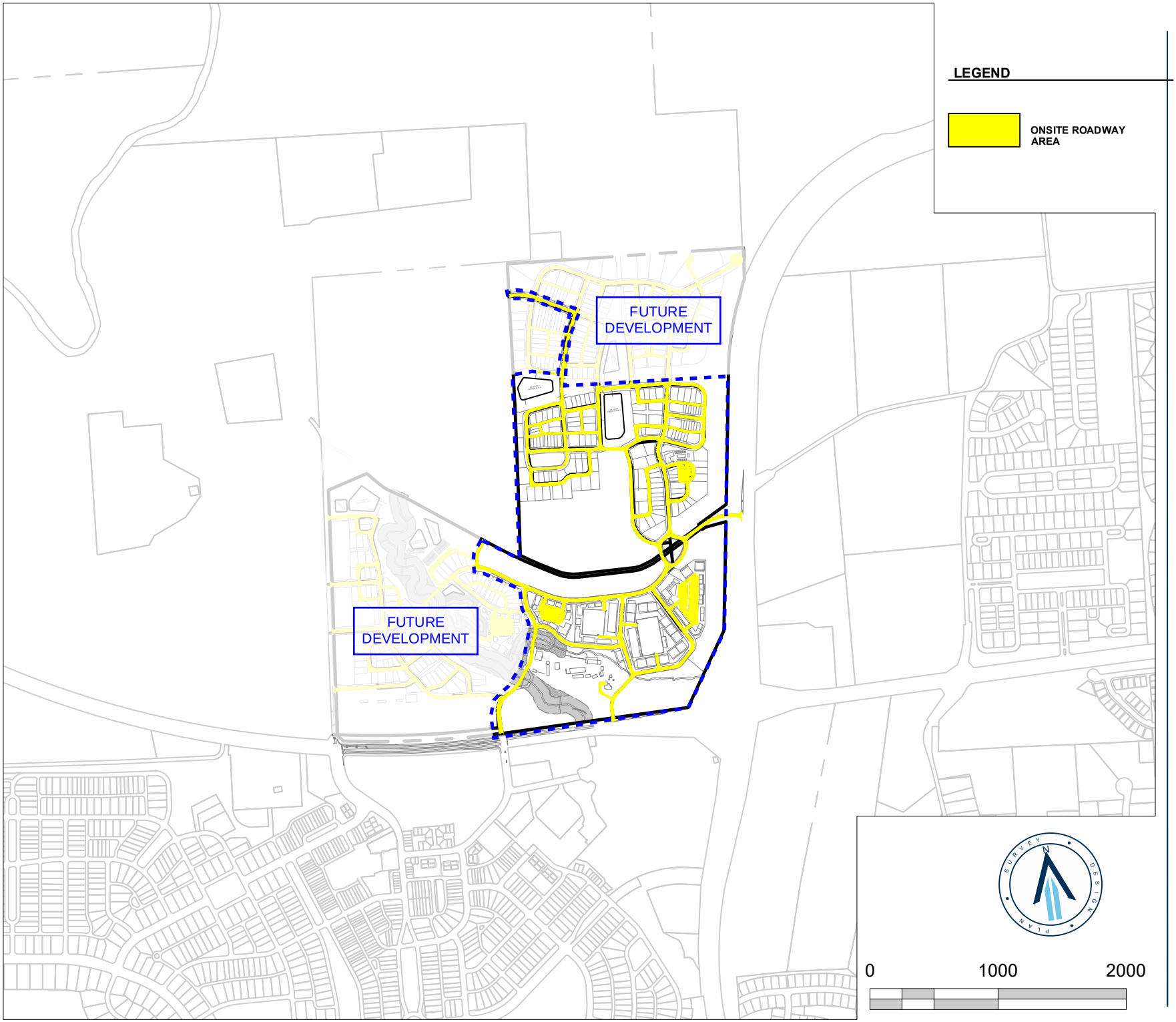
ARMISTEAD PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
ARMISTEADTN, LLC
1740 NEW HWY 96 WEST, FRANKLIN, TN 37064, WILLIAMSON COUNTY

Scale: 1"=1000'
Date: 8/22/2025
Approved By: E. FOSTER
Revisions:

Drawing Title:
OFFSITE ROAD IMPROVEMENTS

Drawing No.
6

Project No.
24-0068



LEGEND

ONSITE ROADWAY AREA

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ARMISTEAD
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
ARMISTEADTN, LLC
1740 NEW HWY 96 WEST, FRANKLIN, TN 37064, WILLIAMSON COUNTY

Scale: 1"=1000'

Date: 8/22/2025

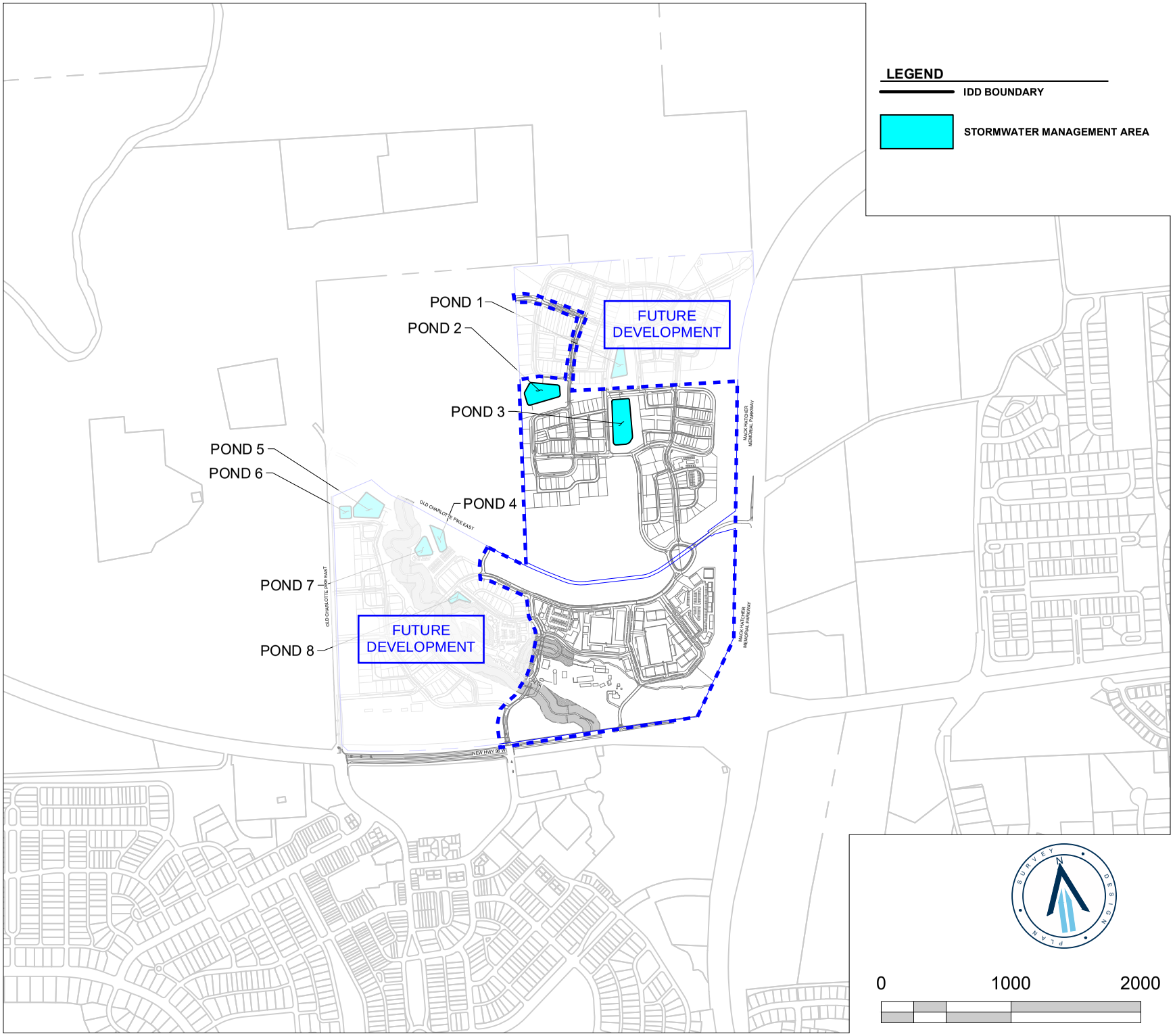
Approved By: E. FOSTER

Revisions:

Drawing Title:
ROADWAY NETWORK MAP

Drawing No.
7

Project No.
24-0068



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ARMISTEAD
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
ARMISTEADTN, LLC

1740 NEW HWY 96 WEST, FRANKLIN, TN 37064, WILLIAMSON COUNTY

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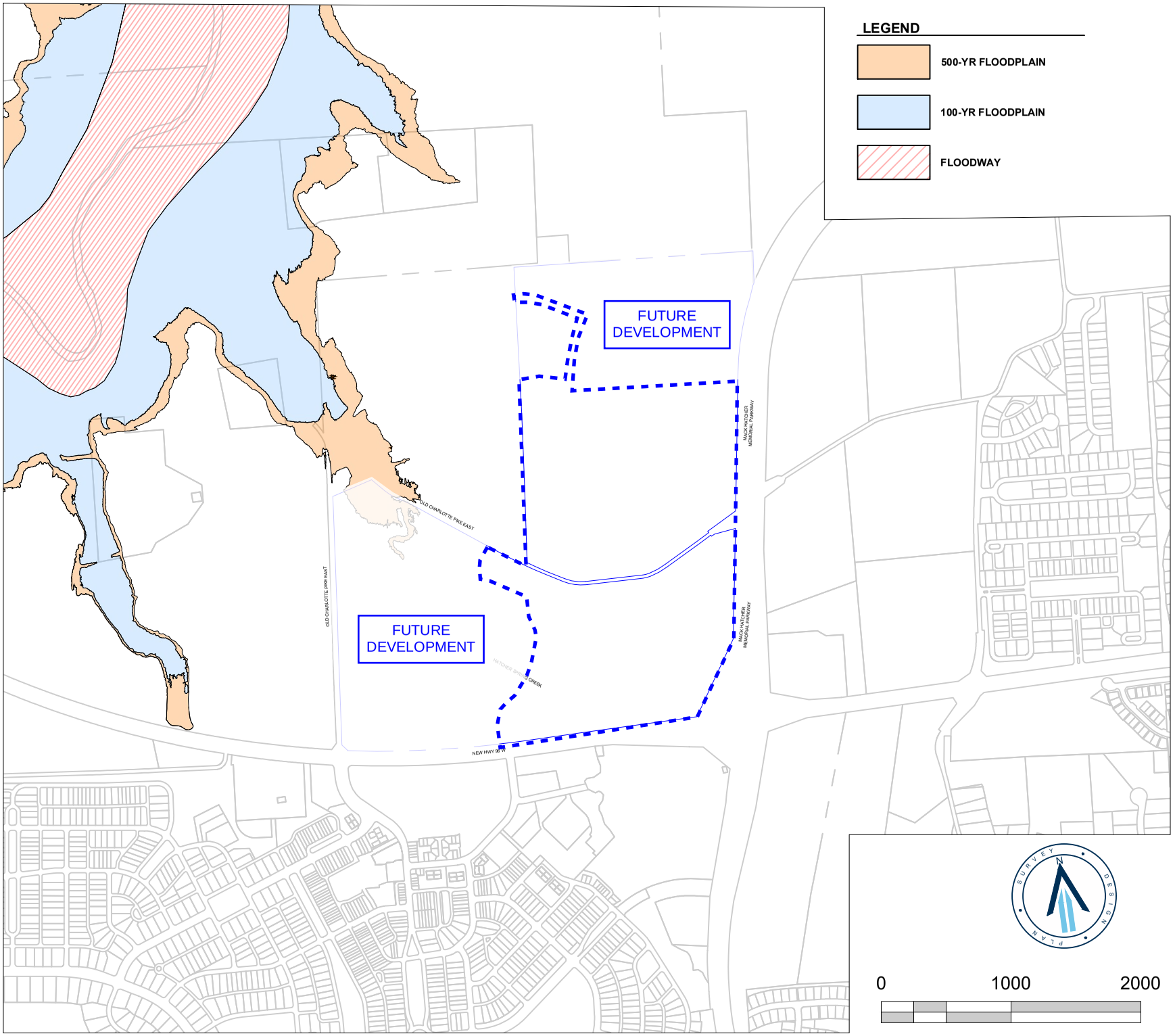
Approved By: E. FOSTER

Revisions:

Drawing Title:
STORMWATER MANAGEMENT SYSTEM MAP

Drawing No.
8

Project No.
24-0068



RaganSmith
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ARMISTEAD
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
ARMISTEADTN, LLC
1740 NEW HWY 96 WEST, FRANKLIN, TN 37064, WILLIAMSON COUNTY

Scale:	1"=1000'
Date:	8/22/2025
Approved By:	E. FOSTER
Revisions:	

Drawing Title:
100-YR
FLOODPLAIN MAP

Drawing No.
9

Project No.
24-0068

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
Townhnomes	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	$2,569,502.18	$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

April 21, 2026

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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1.3 Special Benefits and General Benefits 1
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3.1 Overview 3
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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 827 residential units, 75 hotel room keys and approximately 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 827 residential units, 75 hotel room keys and approximately 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 $72,550,000 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 $72,550,000 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 Sq Ft.
Multifamily Starter	338	-
Multifamily Primary	6	-
Multifamily Premium	3	-
Tiny Home	23	-
Attached (Live/Work TH)	6	-
Towhnhomes	42	-
Single-family Starter	74	-
Single-family Primary	99	-
Single-family Premium	83	-
Single-family Prime	41	-
Quadplex	12	-
Farm Compound	4	-
Hotel/ Inn	75	-
Commercial (Non-residential)	-	83,000
Total	**806**	**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	$	1,833,256.00
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**

Table 3

Armistead

Infrastructure Development District

Preliminary Sources and Uses of Funds

Sources	
Bond Proceeds:	
Par Amount	$72,550,000.00
Total Sources	**$72,550,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$54,218,772.00
Other Fund Deposits:	
Debt Service Reserve Fund	$5,270,678.53
Capitalized Interest Fund	$8,706,000.00
Delivery Date Expenses:	
Costs of Issuance	$4,353,000.00
Rounding	$1,549.47
Total Uses	**$72,550,000.00**

Financing Assumptions

Coupon Rate: 6%
Capitalized Interest Period: 24 months
Term: 30 Years
Underwriter's Discount: 2% - $1,451,000
Cost of Issuance: 4% - $2,902,000

Table 4

Armistead

Infrastructure Development District

Benefit Allocation

Product Type	Total Number of Units	Total Number of Sq Ft.	ERU per Unit/ per 1,000 Sq Ft.	Total ERU
Multifamily Starter	338	-	0.188	63.38
Multifamily Primary	6	-	0.480	2.88
Multifamily Premium	3	-	0.500	1.50
Tiny Home	23	-	0.628	14.44
Attached (Live/Work TH)	6	-	1.267	7.60
Towhnhomes	42	-	1.001	42.06
Single-family Starter	74	-	1.403	103.84
Single-family Primary	99	-	1.994	197.40
Single-family Premium	83	-	2.895	240.27
Single-family Prime	41	-	3.714	152.29
Quadplex	12	-	1.840	22.08
Farm Compound	4	-	3.698	14.79
Hotel/ Inn	75	-	0.167	12.50
Commercial (Non-residential)	-	83,000	0.044	3.66
Total	**806**	**83,000**		**878.67**

Table 5

Armistead

Infrastructure Development District

Bond Assessment Apportionment

Product Type	Total Number of Units	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 Starter	338	-	$3,910,577.04	$5,232,733.12	$15,481.46	$1,124.71
Multifamily Primary	6	-	$177,711.43	$237,795.21	$39,632.53	$2,879.26
Multifamily Premium	3	-	$92,558.04	$123,851.67	$41,283.89	$2,999.23
Tiny Home	23	-	$890,956.80	$1,192,187.02	$51,834.22	$3,765.70
Attached (Live/Work TH)	6	-	$468,960.72	$627,515.14	$104,585.86	$7,598.05
Towhnhomes	42	-	$2,595,173.08	$3,472,594.45	$82,680.82	$6,006.67
Single-family Starter	74	-	$6,407,306.23	$8,573,600.06	$115,859.46	$8,417.06
Single-family Primary	99	-	$12,180,663.91	$16,298,915.20	$164,635.51	$11,960.59
Single-family Premium	83	-	$14,825,652.43	$19,838,167.55	$239,014.07	$17,364.11
Single-family Prime	41	-	$9,396,844.45	$12,573,893.50	$306,680.33	$22,279.99
Quadplex	12	-	$1,362,531.43	$1,823,199.81	$151,933.32	$11,037.79
Farm Compound	4	-	$912,622.24	$1,221,177.48	$305,294.37	$22,179.30
Hotel/ Inn	75	-	$771,316.97	$1,032,097.26	$13,761.30	$999.74
Commercial (Non-residential)	-	83,000	$225,897.25	$302,272.53	$3.64	$0.26
Total	**806**	**83,000**	**$54,218,772.00**	**$72,550,000.00**		

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

ARMISTEAD
INFRASTRUCTURE DEVELOPMENT DISTRICT

Preliminary First Supplemental Special Assessment Methodology Report

April 22, 2026

Provided by:

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1.0 Introduction

1.1 Purpose

This Preliminary First Supplemental Special Assessment Methodology Report (the "First Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated April 21, 2026 and to provide a supplemental financing plan and a supplemental special assessment methodology for the 270 residential units that comprise the first phase of development ("Improvement Area One") of the Armistead Infrastructure Development District (the "District"), located entirely within Williamson County, Tennessee (the "County"). This First Supplemental Report was developed in relation to funding by the District of a portion of the public infrastructure improvements contemplated to be provided by the District (the "Capital Improvement Plan" or "CIP") and financed with proceeds of capital improvement bonds proposed to be issued by the District and repaid with special assessments levied by the County and collected by the District.

1.2 Scope of the First Supplemental Report

This First Supplemental Report presents projections for financing a portion of the District's public infrastructure improvements described in the Engineer's Report dated November 2025 (the "Engineer's Report") prepared by RaganSmith Associates, Inc. (the "District Engineer"), and describes the method for the allocation of special benefits and the apportionment of special assessments resulting from the provision and funding of a portion of the CIP as described in the Engineer's Report.

1.3 Special Benefits and General Benefits

Improvements undertaken and funded in part by the District as part of the CIP create special benefits, different in kind and degree than general benefits, for a portion of the properties within the District, as well as general benefits to the areas outside the District and to the public at large. However, as discussed within this First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to peculiar property within the District as the CIP enables properties within the boundaries of the District to be developed.

There is no doubt that the general public and property owners outside of the District will benefit from the provision of the CIP.

However, these benefits are only incidental since the CIP is designed to provide special benefits peculiar to property within the District, including but not limited to allowing the development of property therein. Properties within the District are directly served by the CIP and depend upon the CIP to satisfy the requirements of their development entitlements. This fact alone clearly demonstrates the special benefits which the properties located within the District receive.

The CIP will provide the public infrastructure improvements necessary to make a portion of 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 costs of the individual components of the CIP. Even though the exact value of the special benefits provided by the CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. As set forth in the Engineer's Report, the District Engineer estimates that the District's CIP that is necessary to support full development of property within a portion of the District will cost approximately $33,195,014.00. The District projects that financing costs required to fund a portion of the CIP in the amount of approximately $21,606,628.55*, the funding of debt service reserves, costs of issuance, and capitalized interest, will total approximately $29,460,000*.

1.4 Organization of the First Supplemental Report

Section Two describes the current development plan as proposed by the Developer, as defined in *Section 2* below.

Section Three provides a summary of the CIP as set forth in the Engineer's Report.

Section Four discusses the financing program for Improvement Area One.

Section Five sets out the special assessment methodology for the District.

* Preliminary, subject to change.

2.0 Development Program

2.1 Overview

The District serves the Armistead development (the “Development”), a master planned mixed-use development located entirely within Williamson County, Tennessee. 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. Of the aforementioned 192 +/- acres, only 90.52 +/- acres will be developed into the 270 residential units that comprise Improvement Area One. The assessments will be levied on only the 90.52 +/- acres on which the 270 lots are anticipated to be developed.

2.2 The Development Plan

The most recent development plan for Improvement Area One envisions a total of 270 residential units, although land use types and unit numbers may change throughout the development period and a supplemental or amended methodology would be adopted to adjust and address such changes in unit types and numbers Table 1 in the *Appendix* illustrates the development plan for Improvement Area One. The development of Armistead is anticipated to be conducted in two (2) or more phases over a multi-year period.

The development of land within the District is anticipated to be conducted by ArmisteadTN, LLC or an affiliated entity (the "Developer"). Table 1 in the *Appendix* illustrates the most current development plan for Improvement Area One.

Please note that the development plan may change in the aggregate and in the specific development of particular parcels of land within the District and the information provided in Table 1 reflects the current plan as provided to the District by the Developer.

3.0 The Capital Improvement Plan

3.1 Overview

The infrastructure costs to be funded by the District were determined by the District Engineer in the Engineer's Report. Only 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 The CIP

The CIP needed to serve the planned development within the District is projected to consist of improvements that, according to the District Engineer, are designed to comprise master infrastructure and as such serve and benefit all land uses within the District and will comprise an interrelated system of improvements, which means all of the improvements will serve the entire District and will be interrelated such that they will reinforce one another. The specific improvements are described in more detail in the Engineer's Report; however, they generally 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.

At the time of this writing, the total cost of the CIP is projected to total $33,195,014.00. Table 2 in the *Appendix* illustrates the specific components of the CIP.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. It is the District's intention to finance a portion of the CIP with proceeds of the Special Assessment Bonds, Series 2026 (the "Series 2026 Bonds") issued in the estimated principal amount of $29,460,000*.

The Series 2026 Bonds are projected to finance infrastructure construction/acquisition costs in the projected amount of $21,606,628.55*. As the Series 2026 Bonds will finance only a portion of the costs of the CIP, the balance of the costs will be funded by the Developer as a Developer Contribution under a completion agreement that will be entered into by the District and the Developer and/or funded by subsequent bonds issued by the District.

* Preliminary, subject to change.

4.2 Types of Special Assessment Bonds Proposed

The supplemental financing plan for the District provides for the issuance of the Series 2026 Bonds in the principal amount estimated at $29,460,000* to finance a portion of the CIP projected to total $21,606,628.55*. The Series 2026 Bonds are structured to be amortized in 30 annual installments following an approximately 24-month capitalized interest period. Interest payments on the Series 2026 Bonds would be made every May 1 and November 1 and principal payments on the Series 2026 Bonds would be made every May 1 or November 1.

In order to finance the improvements and other costs, the District needs to borrow more funds and incur indebtedness in the principal amount estimated at $29,460,000*. The difference is comprised of funding a debt service reserve, capitalized interest, and costs of issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Series 2026 Bonds are presented in Table 3 in the *Appendix* along with financing assumptions.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2026 Bonds will provide the District with a portion of the funds necessary to construct/acquire the infrastructure improvements which are part of the CIP outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the properties within the District and general benefits accruing to areas outside the District and being only incidental in nature. The debt incurred in financing the infrastructure construction/acquisition will be paid off by assessing properties that derive special and peculiar benefits from the CIP. All properties that receive special benefits from the CIP will be assessed for their fair share of the debt issued in order to finance the construction/acquisition of the CIP.

5.2 Benefit Allocation

The CIP will serve and provide benefit to all land in the District, which envisions 270 residential units developed in two (2) or more phases, although the planned land uses and unit numbers may change throughout the development period.

The improvements that are part of 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 District's debt 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 the cost of, or the actual non-ad valorem assessment amount levied on that parcel.

In conformance with the Master Report, the benefit associated with the CIP is proposed to be allocated to the different land use types in proportion to the density of development and intensity of use of the capital improvements that are part of the CIP as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the number of units for each product type, ERU weights that are proposed to be assigned to the different product types contemplated to be developed within the District based on the relative density of development and the intensity of use of infrastructure, and the total ERU counts for each product type.

Based on the ERU benefit allocation illustrated in Table 4, Table 5 illustrates the approximate costs that are projected to be financed with the Series 2026 Bonds, and the approximate costs of the portion of CIP costs to be contributed by the Developer, as the case may be. With the Series 2026 Bonds funding approximately $21,606,628.55* in costs of the CIP, the Developer is anticipated to fund improvements valued at an estimated cost of $11,588,385.45* which will not be funded with proceeds of the Series 2026 Bonds. Further, Table 5 in the Appendix presents the allocation of the amount of CIP costs allocated to the various product types proposed to be developed within the District based on the ERU benefit allocation factors presented in Table 4.

Finally, Table 6 in the *Appendix* presents the apportionment of the assessment associated with the Series 2026 Bonds (the “Series 2026 Bond Assessments”), as well as the annual assessment required to pay the principal and interest payments on the Series 2026 Bonds.

* Preliminary, subject to change.

5.3 Assigning Debt

As the land in the Improvement Area One is not yet platted for its intended final use and the precise location of the various product types by lot or parcel is unknown, the Series 2026 Bond Assessments will initially be levied on all of the land within the Improvement Area One on an equal pro-rata gross acre basis and thus the total bonded debt in the estimated amount of $29,460,000* will be preliminarily levied on approximately 90.52 +/- acres at an estimated rate of $325,452.94* per gross acre.

When the land is platted within the Improvement Area One, the Series 2026 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 6 in the *Appendix*. Such allocation of Series 2026 Bond Assessments from unplatted gross acres to platted parcels will reduce the amounts of Series 2026 Bond Assessments levied on unplatted gross acres within the Improvement Area One.

Prior to the transfer of any land in the Improvement Area One to a third party not affiliated with the Developer (the "Transferred Property"), the Bond Assessment attributable to such Transferred Property shall be due and payable in full. The Series 2026 Bond Assessments attributable to the Transferred Property shall be calculated at the time of the sale based on the maximum total number of ERUs assigned by the Developer to that Transferred Property, subject to review by the District's methodology consultant, to ensure that any such assignment is reasonable, supported by current development rights and plans, and otherwise consistent with this First Supplemental Report. Notwithstanding anything herein to the contrary, in no event shall the Series 2026 Bond Assessments on the unplatted remaining land in the Improvement Area One be more than $325,452.94* per acre.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, the implementation of the CIP creates special and peculiar benefits to properties within the District. The improvements that are part of the CIP benefit all assessable properties within the District and accrue to all such properties on an equal ERU basis. The CIP can be shown to be creating special and peculiar benefits to the properties within the District. The special and peculiar benefits resulting from each improvement are:

* Preliminary, subject to change.

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 improvements that are part of the CIP make the land in the District developable and saleable and 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 provision of the CIP is delineated in Table 4 in the *Appendix*.

The apportionment of the 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 Improvement Area One within the District according to reasonable estimates of the special and peculiar benefits derived from the improvements that are part of the CIP.

Accordingly, no acre or parcel of property within the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

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 within the District results in the same amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the "Remaining Unplatted Developable Lands" within Improvement Area One (i.e., those remaining unplatted developable

lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Series 2026 Bond Assessments to the product types being platted and the remaining property in accordance with this First Supplemental Report, and cause the Series 2026 Bond Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat within the District results in a greater amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Developable Lands within Improvement Area One as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Series 2026 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 within the District results in a lower amount of ERUs (and thus Series 2026 Bond Assessments) able to be imposed on the Remaining Unplatted Developable Lands within the District 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 Series 2026 Bond Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Series 2026 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 methodology consultant, in consultation with the District Engineer and District Counsel, shall determine in their sole discretion what amount of ERUs (and thus Series 2026 Bond Assessments) are able to be imposed on the Remaining Unplatted Developable Lands within the District, 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 District, b) the revised, overall development plan showing the number and type of units reasonably planned for the District, c) proof of the amount of entitlements for the Remaining Unplatted Developable Lands within the District, 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 Series 2026 Bond Assessments to pay debt service on the Series 2026 Bonds and the District will conduct new proceedings under Tennessee Code Annotated §7-84-801 et seq. 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 within the District, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the Series 2026 Bonds 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 indenture for the Series 2026 Bonds)).

All Series 2026 Bond Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within the District, any unallocated Series 2026 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 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 Series 2026 Bond Assessments in the total estimated amount of $29,460,000* will be preliminary assessed as shown in Exhibit "A", excluding interest and costs of collection.

* Preliminary, subject to change.

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 First Supplemental Report. For additional information on the structure of the Series 2026 Bonds and related items, please refer to the Offering Statement associated with this transaction.

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 - Improvement Area One

Product Type	Total Number of Units
Tiny Home	18
Attached (Live/Work TH)	6
Towhnhomes	35
Single-family Starter	117
Single-family Primary	47
Single-family Premium	21
Single-family Prime	14
Quadplex	9
Farm Compound	3
Total	**270**

Table 2

Armistead

Infrastructure Development District

Capital Improvement Plan - Improvement Area One

Improvement		Total CIP Costs
Reclaimed Water Distribution System	$	1,368,831.00
Wastewater System	$	3,397,652.00
Stormwater Management System (No Earthwork)	$	2,252,573.00
On-site Roadway Improvements	$	5,540,143.00
Off-site Roadway Improvements	$	5,150,000.00
Incremental Cost of Undergrounding of Electric Conduit	$	1,026,623.00
Public Spaces/ Landscape/ Hardscape	$	6,824,035.00
Environmental/ Mitigation	$	117,029.00
Parkland & Impact Fees	$	1,848,000.00
Soft Costs & Fees	$	788,938.00
Contingency (25%)	$	4,881,190.00
Total	**$**	**33,195,014.00**

Table 3

Armistead

Infrastructure Development District

Preliminary Sources and Uses of Funds	**Series 2026**
Sources	
Bond Proceeds:	
Par Amount	$29,460,000.00
Total Sources	**$29,460,000.00**
Uses	
Project Fund Deposits:	
Project Fund	$21,606,628.55
Other Fund Deposits:	
Debt Service Reserve Fund	$2,255,971.45
Capitalized Interest Fund	$3,829,800.00
Delivery Date Expenses:	
Costs of Issuance	$1,767,600.00
Total Uses	**$29,460,000.00**

Financing Assumptions

Coupon Rate: 6.5%
Capitalized Interest Period: 24 months
Term: 30 Years
Underwriter's Discount: 2% - $589,200
Cost of Issuance: 4% - $1,178,400.00

Table 4

Armistead

Infrastructure Development District

Benefit Allocation

Product Type	**Total Number of Units**	**ERU per Unit**	**Total ERU**
Tiny Home	18	0.628	11.30
Attached (Live/Work TH)	6	1.267	7.60
Towhnhomes	35	1.001	35.05
Single-family Starter	117	1.403	164.17
Single-family Primary	47	1.994	93.72
Single-family Premium	21	2.895	60.79
Single-family Prime	14	3.714	52.00
Quadplex	9	1.840	16.56
Farm Compound	3	3.698	11.09
Total	**270**		**452.28**

Table 5

Armistead

Infrastructure Development District

Cost Allocation - Improvement Area One

Product Type	**Infrastructure Alocation Based on ERU Method**	**Infrastructure Financed with Series 2026 Bonds**	**Infrastructure Funded with Proceeds of Future Bonds and/or Contributed by the Developer***
Tiny Home	$829,358.64	$539,829.39	$289,529.25
Attached (Live/Work TH)	$557,798.73	$363,071.09	$194,727.64
Towhnhomes	$2,572,326.78	$1,674,327.03	$897,999.75
Single-family Starter	$12,049,545.94	$7,843,047.25	$4,206,498.69
Single-family Primary	$6,878,198.15	$4,477,017.92	$2,401,180.23
Single-family Premium	$4,461,655.93	$2,904,091.03	$1,557,564.90
Single-family Prime	$3,816,517.66	$2,484,170.65	$1,332,347.01
Quadplex	$1,215,482.89	$791,157.59	$424,325.30
Farm Compound	$814,129.27	$529,916.59	$284,212.68
Total	**$33,195,014.00**	**$21,606,628.55**	**$11,588,385.45**

*Can be funded with proceeds of future bonds

Table 6

Armistead

Infrastructure Development District

Bond Assessment Apportionment - Improvement Area One

Product Type	Total Number of Units	Total Cost Allocation	Total Series 2026 Bond Assessment Apportionment	Series 2026 Bond Assessment Apportionment per Unit	Annual Series 2026 Bond Assessment Debt Service per Unit*
Tiny Home	18	$829,358.64	$736,041.43	$40,891.19	$3,296.15
Attached (Live/Work TH)	6	$557,798.73	$495,036.72	$82,506.12	$6,650.64
Towhnhomes	35	$2,572,326.78	$2,282,895.47	$65,225.58	$5,257.69
Single-family Starter	117	$12,049,545.94	$10,693,763.33	$91,399.69	$7,367.53
Single-family Primary	47	$6,878,198.15	$6,104,281.73	$129,878.33	$10,469.21
Single-family Premium	21	$4,461,655.93	$3,959,642.36	$188,554.40	$15,198.96
Single-family Prime	14	$3,816,517.66	$3,387,093.32	$241,935.24	$19,501.88
Quadplex	9	$1,215,482.89	$1,078,720.01	$119,857.78	$9,661.48
Farm Compound	3	$814,129.27	$722,525.63	$240,841.88	$19,413.74
Total	**270**	**$33,195,014.00**	**$29,460,000.00**		

*Includes 5% (subject to change) city/ county costs of collection

Exhibit "A"

Series 2026 Bond Assessments in the estimated amount of $29,460,000* are proposed to be levied over the area described below:

Improvement Area One Legal Description

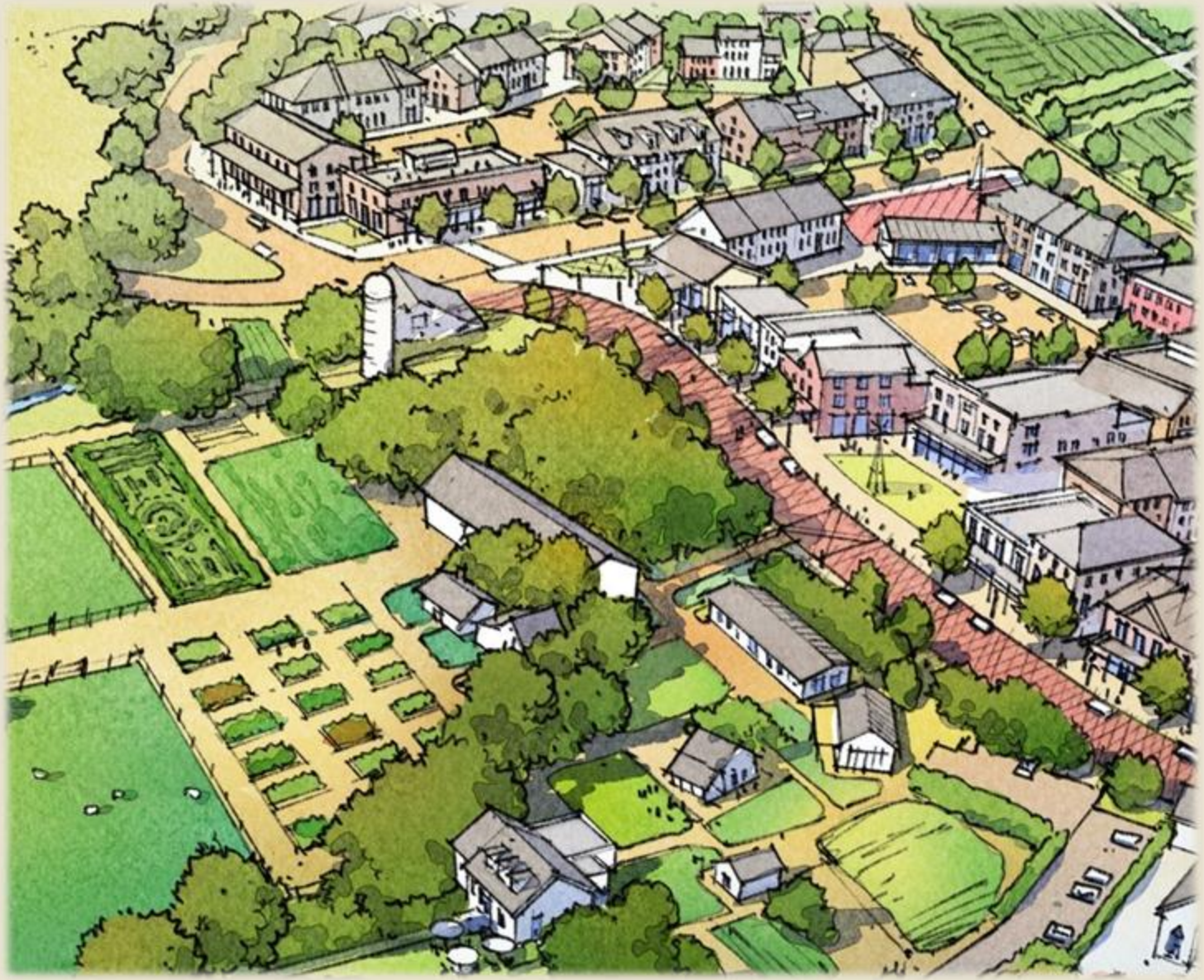
Being a tract of land lying in Williamson County, Tennessee, generally bounded on the north by West Harpeth Partners (DB 8799, pg. 670), on north and west by HB Development Company (DB 9348, pg. 169), on the east by Mack Hatcher Memorial Parkway (right-of-way varies), and on the south by Old Charlotte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

* Preliminary, subject to change.

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
FRANKLIN, TN



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



Seed

Grow



Process



Value Add



Distribute



Sell



Serve



armistead

FRANKLIN, TN

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

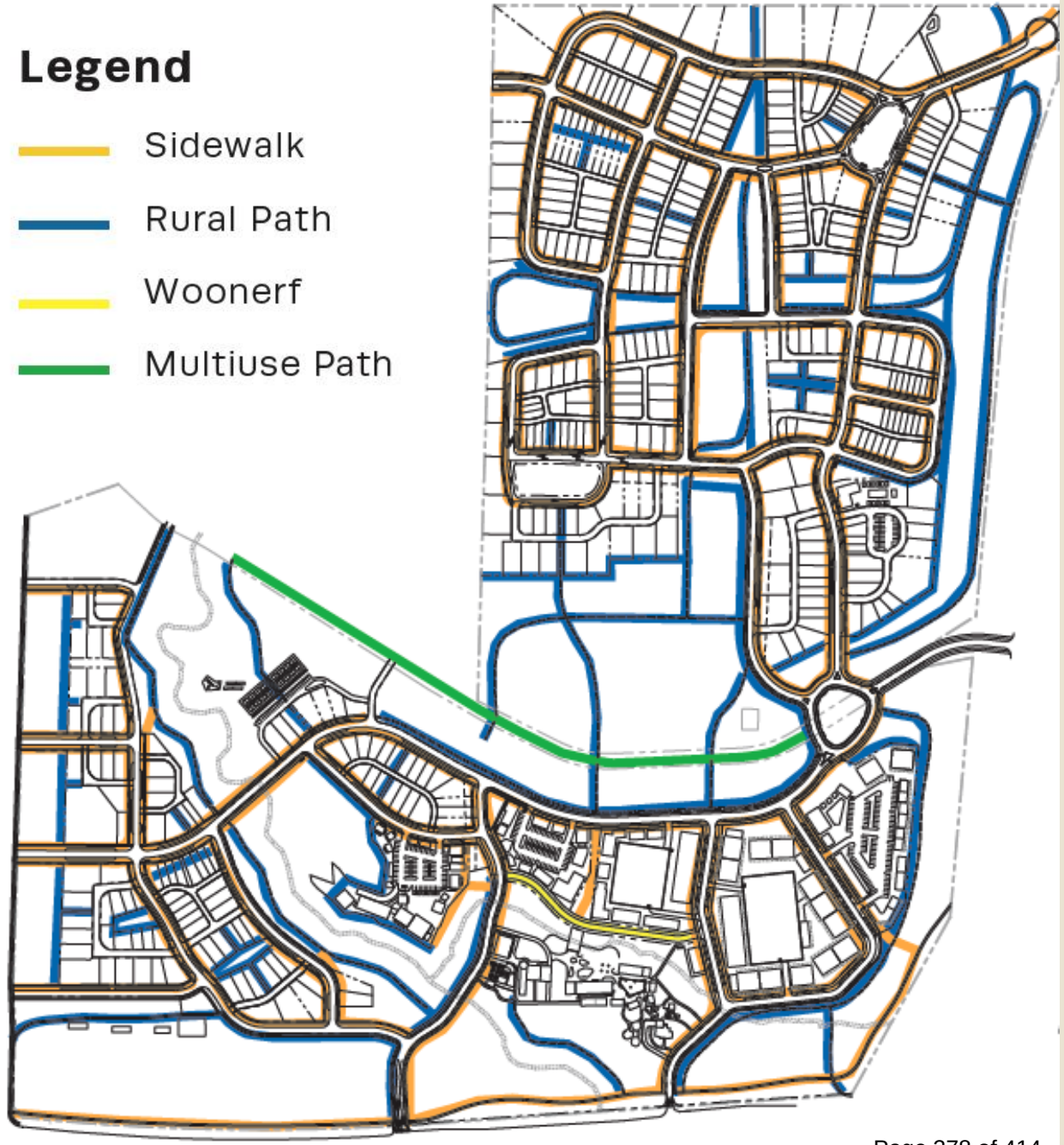
The Historic Farm is both park and farm, highlighted by a demonstration garden showcasing Armistead's full spectrum of agriculture. The existing barns, reborn as a gathering hall and micro-distillery, exude community and craftsmanship, while the iconic silo offers sweeping views. Hands-on learning and 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



Economic Impact

$500M +

Construction over 7-10 years

100k sf

Commercial Space, largely small businesses

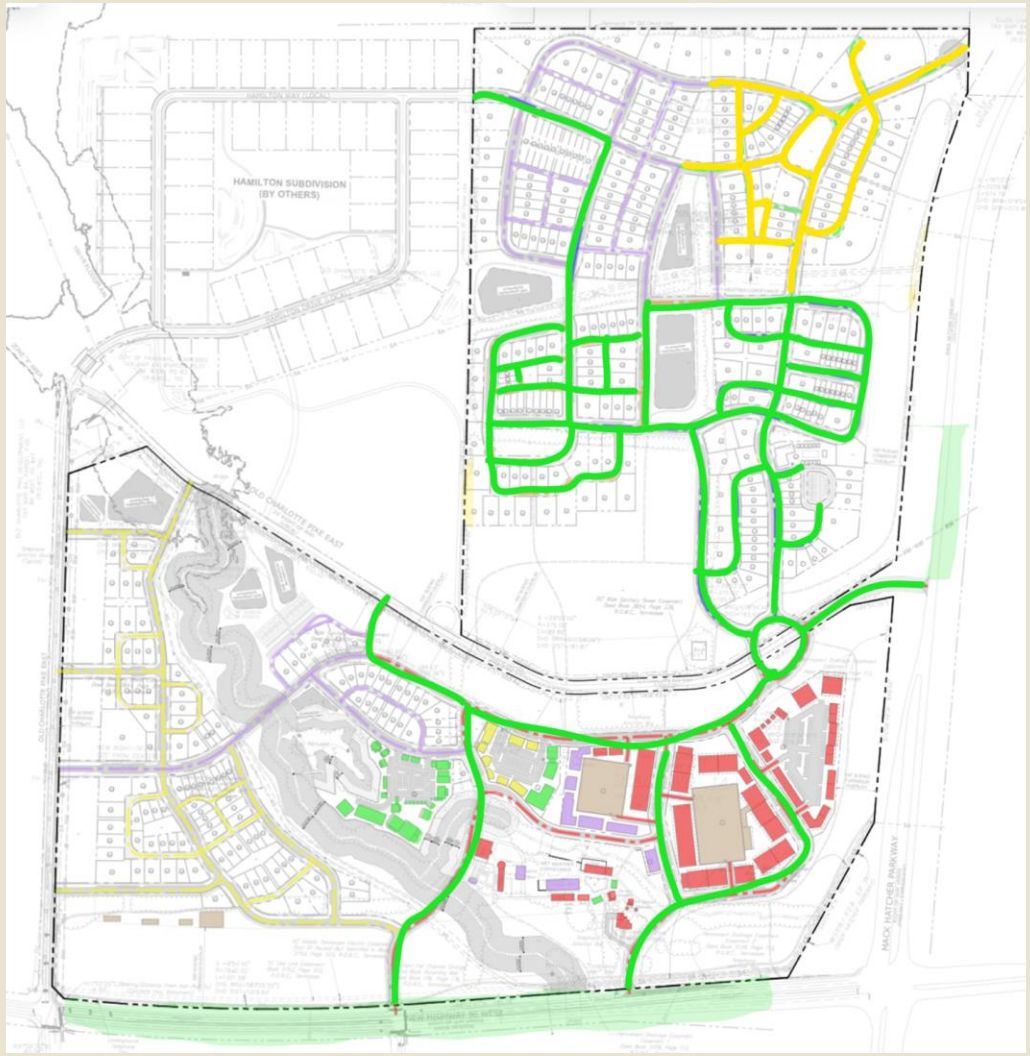
$3.8M

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

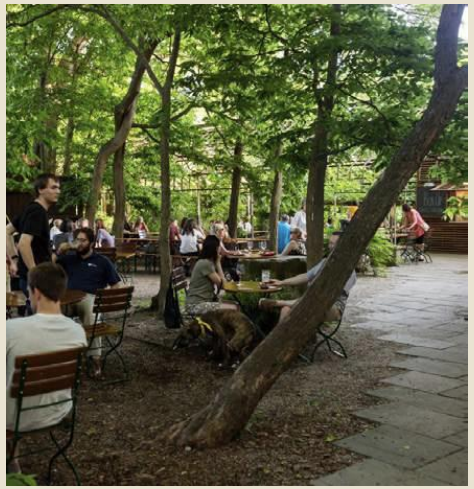
Improvement		Total CIP Costs
Reclaimed Water Distribution System	$	2,444,341.00
Wastewater System	$	6,067,235.00
Stormwater Management System (No Earthwork)	$	4,022,451.00
On-site Roadway Improvements	$	9,893,112.00
Off-site Roadway Improvements	$	5,150,000.00
Incremental Cost of Undergrounding of Electric 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

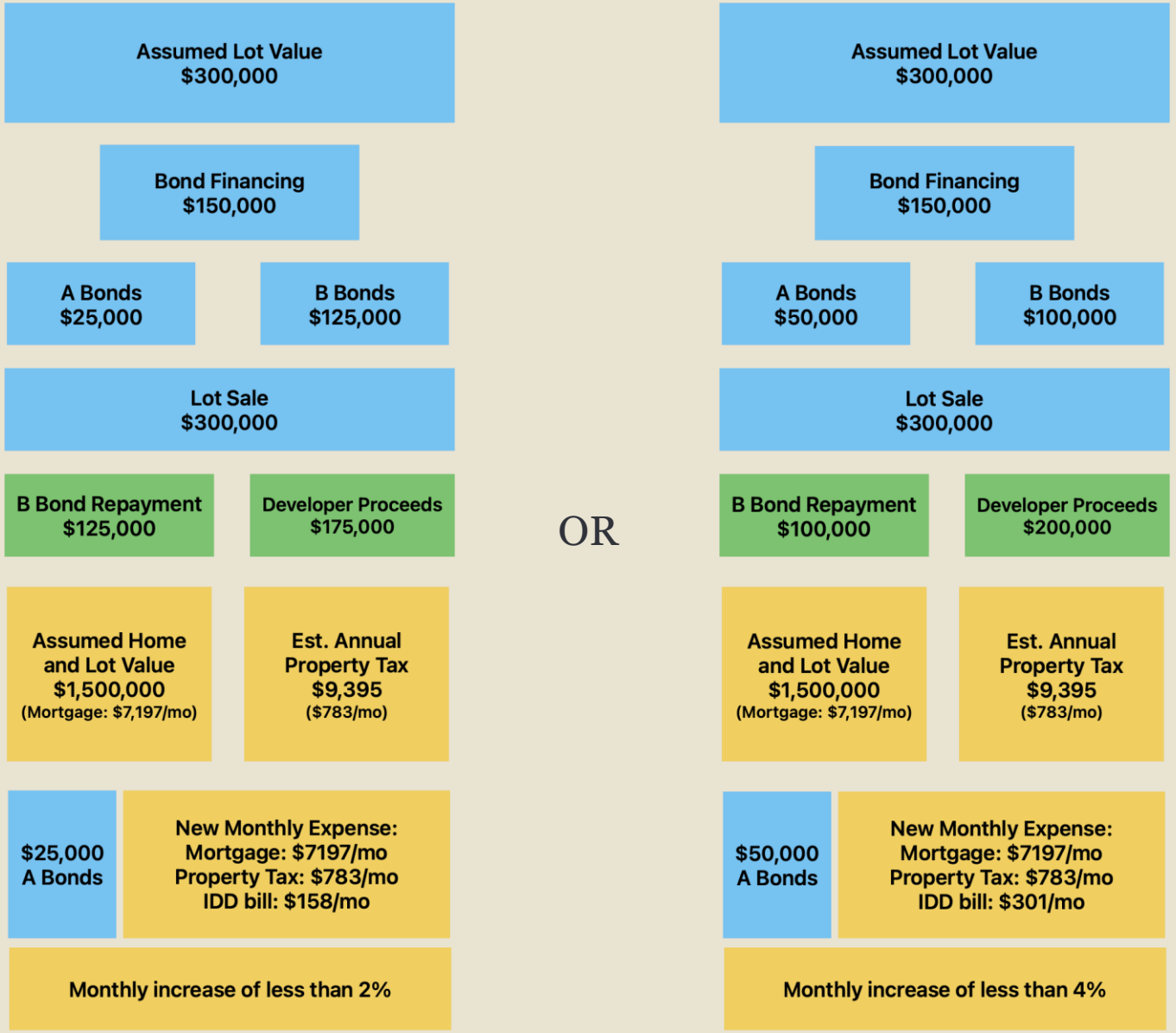




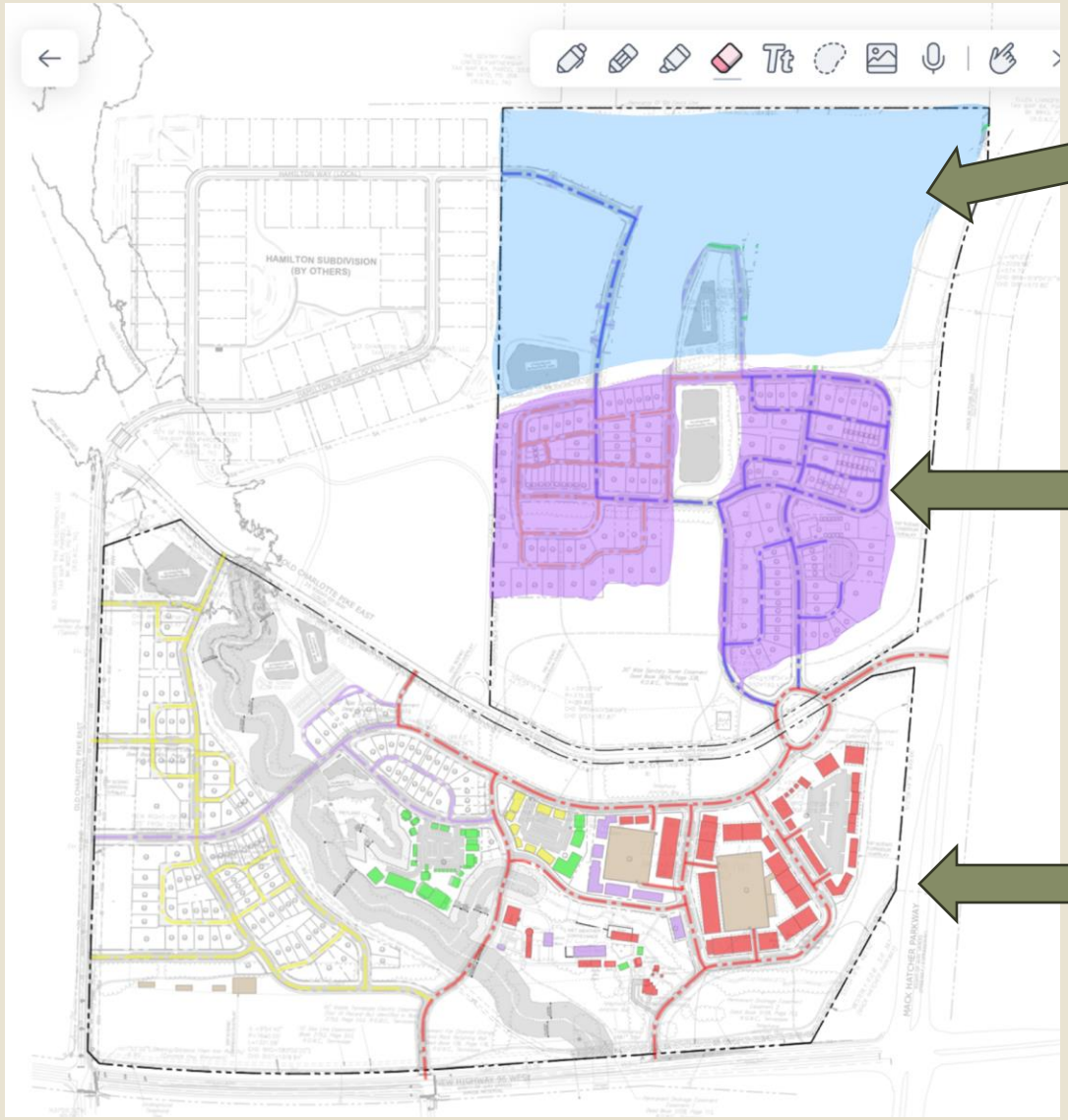


IDD Bond Methodology and Terminology

- **Value Assumptions**
  - Expected Size of home * comparable sale price psf = Expected Value of lot with home (EVH)
  - EVH/5 = 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)



Phase 1 IDD Bond Encumbrances/Values



Major Improvement Bonds (MI)
- Value: $13m
- Bonds: $6.5m
- Proceeds: $4.9m

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

A and B Bonds
- Value: $38m
- Bonds: $19.8m
- Proceeds: $14.8m

Village Center and Final Phases
not encumbered by bond issuance

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.

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Category: Development Information

Development Name:	**Armistead**		
Type of Development:	Mixed-Use	**Acreage:**	192

Description:

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

Water Utility District	HB&TS	**Envision Franklin Design Concept:**	Village Green
Distance from COF City Limits (mi.)	N/A	**Proposed Design Concept:**	Village Green
Proposed Zoning District:		PD Planned District	
Public Park Acreage Created:	2.58	**Public Road Lane Miles Created:**	10.9
Water Line Miles (COF) Created	0	**Sewer Line Miles (COF) Created:**	4.89
Reclaimed Line Miles Created	TBD		

Residential Features

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

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

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	
	Revenues		Revenues	
	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
			Water Management Fund**	$ 5,399,627
A	**Total Recurring Revenues**	**$ 3,135,362**	A **Total One-Time Revenues**	**$ 16,539,658**
			B ***Offset Refund Potential*	*$ (11,930,033)*
	Expenses		Expenses	
	General Fund	$ 1,457,966	General Fund	$ -
	Sanitation Fund	$ 82,331	Sanitation Fund	$ 411,506
	Stormwater Fund	$ 87,163	Stormwater Fund	$ -
	Water Management Fund	$ 231,155	Water Management Fund	$ -
B	**Total Recurring Expenses**	**$ 1,858,617**	C **Total One-Time Expenses**	**$ 411,506**
C(A-B)	**Recurring Surplus/Deficit**	**$ 1,276,746**	D(A+B-C) **One-Time Surplus/Deficit**	**$ 4,198,119**

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Summary

Return on Investment by Fund

General							
A	Recurring Revenues	$	1,797,026	*A*	One-Time Revenues	$	301,147
B	Recurring Expenses	$	1,457,966	*B*	One-Time Expenses*	$	-
C (A+B)	**Surplus/Deficit Recurring**	**$**	**339,060**	*C (A+B)*	**Surplus/Deficit One -Time**	**$**	**301,147**
Sanitation							
D	Recurring Revenues	$	348,084	*D*	One-Time Revenues	$	-
E	Recurring Expenses	$	82,331	*E*	One-Time Expenses*	$	411,506
F (D+E)	**Surplus/Deficit Recurring**	**$**	**265,753**	*F (D+E)*	**Surplus/Deficit One -Time**	**$**	**(411,506)**
Stormwater							
G	Recurring Revenues	$	22,392	*G*	One-Time Revenues	$	-
H	Recurring Expenses	$	87,163	*H*	One-Time Expenses	$	-
I (G+H)	**Surplus/Deficit Recurring**	**$**	**(64,772)**	*I (G+H)*	**Surplus/Deficit One -Time**	**$**	**-**
Water Management							
J	Recurring Revenues	$	881,610	*J*	One-Time Revenues**	$	5,399,627
				K	*less potential Offset Agreement*	*$*	*(4,049,720)*
K	Recurring Expenses	$	231,155	*L*	One-Time Expenses	$	-
L (J+K)	**Surplus/Deficit Recurring**	**$**	**650,455**	*M(J+K-L)*	**Surplus/Deficit One -Time**	**$**	**1,349,907**
Development Funds							
M	Hotel-Motel Fund	$	86,250	*M*	Hotel-Motel Fund	$	-
N	Road Impact Fund	$	-	*N*	Road Impact Fund**	$	4,384,969
				O	*less potential Offset Agreemei*	*$*	*(4,384,969)*
O	City Facilities	$	-	*P*	City Facilities	$	1,708,457
P	County Facilities	$	-	*Q*	County Facilities	$	85,000
Q	Parkland Dedication	$	-	*R*	Parkland Dedication**	$	4,660,458
				S	*less potential Offset Agreemei*	*$*	*(3,495,344)*
R (C+F+I+L+ M+N+O+P+Q)	**Surplus/Deficit Recurring**	**$**	**1,276,746**	*T (C+F+I+ M+ N+O+P+Q+R+S)*	**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*

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Category: Recurring Detail

Recurring Revenues

General Fund			Unit Revenue		Total
- Property Tax					
- Single Family/Townhome	369	Residences	$ 375,000		$ 409,590
- Multi Family	510	Residences	$ 175,000		$ 264,180
- Commercial	30	Businesses	$24,000,000		$ 71,040
- Local Option Sales Tax					
- Residences	879	Residences	$ 595		$ 523,026
- Commercial	82,400	sq. ft.	$ 3.52		$ 290,363
- State Option Sales Tax					
- Residences	1992	Population	$ 120		$ 238,826
- Commercial	30	Businesses	N/A		
Sub-total General Fund					**$ 1,797,026**
Sanitation Fund					
- Monthly Sanitation Fee	879	Residences	$ 396		$ 348,084
Sub-total Sanitation Fund					**$ 348,084**
Stormwater Fund					
Small Lot Residential (75% ERU)	48	Lots	$ 1,655		$ 1,655
Large Lot Residential (120% ERU)	371	Lots	$ 20,461		$ 20,461
Commercial (100% ERU)	6	Lots	$ 276		$ 276
Sub-total Stormwater Fund					**$ 22,392**
Hotel Motel Fund					
- Occupancy Tax	75	Rooms	$ 1,150		$ 86,250
Sub-total Hotel/Motel Fund					**$ 86,250**
Water Management Fund					
- Sewer Rates (Residential)	954	Residences	$ 77	avg./mo.	$ 881,610
- Sewer Rates (Commercial)	30	Businesses	$ 154	avg./mo.	$ 55,447
Sub-total Water Management Fund					**$ 937,058**

Total Annual Recurring Revenues	**$ 3,168,418**

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Category: Recurring Detail

Recurring Expenses

Operations

Program Area: Governance & Management

Department	Item	Unit Cost	Number	Total Cost
		$ -		$ -

Program Area: Public Safety

Department	Item	Unit Cost	Number	Total Cost
Police	One New Police Officer	$ 114,891	0	$ -
Police	Police Maintenance of Effort	$ 304	1992	$ 605,597
Fire	Fire Maintenance of Effort	$ 350	1992	$ 697,319

Program Area: Finance & Administration

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

Program Area: Community & Economic Development

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

Program Area: Public Works

Department	Item	Unit Cost	Number	Total Cost
Streets	Streets Maintenance	$ 12,441	10.9	$ 135,610
Parks	Parks Maintenance	$ 7,535	2.58	$ 19,441
Sanitation	One New Sanitation Equipment Operator	$ 82,331	1	$ 82,331
Stormwater	Stormwater Maintenance	$ 44	1992	$ 87,163
Water Management	Water Line Maintenance	$ 30,631	N/A	$ -
	Water Plant Maintenance	$ 94	N/A	$ -
	Sewer Line Maintenance	$ 10,757	4.89	$ 52,602
	Sewer Plant Maintenance	$ 90	1992	$ 178,553
	Reclaimed Line Maintenance	$ 11,746	TBD	$ -

Total General Fund	**$ 1,457,966**
Total Sanitation Fund	**$ 82,331**
Total Stormwater Fund	**$ 87,163**
Total Water Management Fund	**$ 231,155**

Total Recurring Costs (Annually)	**$ 1,858,617**

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Category: One-Time Costs

One-time Revenues				
Permit Fees				
Building Permit			$	301,147
Impact Fees				
Road Impact Arterial			$	3,637,562
Road Impact Collector	Area	3	$	747,407
City Facilities Tax			$	1,708,457
County Facilities Tax			$	85,000
Parkland Dedication	Quadrant	4	$	4,660,458
Water Impact Fee			$	-
Sewer Impact Fee			$	5,399,627
Contributions from Developer			$	-
Total One Time Revenues			**$**	**16,539,658**

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Category: One-Time Costs

One-time Expenses

Program Area: Public Safety

Department	Item	Unit Cost	Qty.	Total Cost
Police	Police Cruisers	$ 61,000	0	$ -

Program Area: Public Works

Department	Item	Unit Cost	Qty	Total Cost*	
Streets/Transportation					
Roads	3 miles of neighborhood streets	$ 500,000	3	$ -	*paid by developer
Sidewalks	3 miles of 5' sidewalks	$ 150,000	3	$ -	*paid by developer
Intersection Improvements	One new improved intersection	$ 500,000	1	$ -	*paid by developer
Sanitation					
New Automated Sideloader	New Automated Sideloade	$ 411,506	1	$ 411,506	
Stormwater				$ -	
Water Management					
Water Lines	N/A	$ 1,750,000		$ -	*paid by developer
Sewer Lines	Site is 2 miles away from existing sewer lines	$ 2,000,000	0	$ -	*paid by developer
Sewer Pump Stations	Pump station required due to topography	$ 4,000,000	0	$ -	*paid by developer
Reclaimed	Not required; not within 1,000 sq. ft. (distance is 5,000 sq. ft of Reclaimed service line)	$ 500,000		$ -	*paid by developer

Total One-time costs General Fund	**$**	**-**
Total One-time costs Sanitation Fund	**$**	**411,506**
Total One-time costs Stormwater Fund	**$**	**-**
Total One-time costs Water Management Fund	**$**	**-**
Total One Time Expenses	**$**	**411,506**

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Category: Recurring Revenues

Summary: This sheet provides recurring revenues genearted for costs for City of Franklin services , effective July 1, 2025.

Department	Item	Revenue Basis/Formula		
General (Fund)	Property Tax	$	0.296	
General (Fund)	Local Option Sales Tax/Residence	$	595	
General (Fund)	Local Option Sales Tax/Commerical	$	3.52	per sq. ft.
General (Fund)	State Shared Sales Tax/Residence	$	120	
Hotel/Motel	Hotel/Motel Occupancy Rate	$	1,150	per room per year tax @ 4%

Program Area: Governance & Management

Department	Item	Revenue Basis/Formula
	None	

Program Area: Public Safety

Department	Item	Revenue Basis/Formula
	None	

Program Area: Finance & Administration

Department	Item	Revenue Basis/Formula
	None	

Program Area: Community & Economic Development

Department	Item	Revenue Basis/Formula
	None	

Program Area: Public Works

Department	Item	Revenue Basis/Formula		
Sanitation Fees	Monthly Sanitation Rate	$	33.00	($33/mo.)
Stormwater Fees	Monthly Stormwater Rate	$	2.87	Small Lot Residential (75% ERU)
		$	4.60	Large Lot Residential (120% ERU)
		$	3.83	Commercial (100% ERU)
Water Fees		$	61.80	Annual Average Bill/Unit
Sewer Fees		$	77.01	Annual Average Bill/Unit

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Category: Recurring Costs

Summary: This sheet provides recurring costs for City of Franklin services and maintenance efforts of infrastructure, effective July 1, 2025.

Program Area: Governance & Management

Department	Item	Unit Cost

Program Area: Public Safety

Department	Item	Unit Cost
Police	One (1) New Police Officer	$ 114,891
	Wages	$ 68,473
	Medical	$ 15,787
	FICA	$ 5,238
	Pension	$ 5,218
	Equipment	$ 20,175
	Cruiser	
	Maintenance of Effort	$ 304
Fire	One (1) New Firefighter	$ 93,678
	Wages	$ 60,632
	Medical	$ 15,787
	FICA	$ 4,638
	Pension	$ 4,620
	Equipment	$ 8,000
	Maintenance of Effort	$ 350

Program Area: Finance & Administration

Department	Item	Unit Cost

Program Area: Community & Economic Development

Department	Item	Unit Cost

Program Area: Public Works

Department	Item	Unit Cost

Streets

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Category: Recurring Costs

Summary: This sheet provides recurring costs for City of Franklin services and maintenance efforts of infrastructure, effective July 1, 2025.

Sanitation	One (1) New Sanitation Equipment Operator I	$	82,331	
	Wages	$	54,888	
	Medical	$	15,787	
	FICA	$	4,199	
	Pension	$	4,182	
	Misc. Expenses	$	750	
	Side Loader Oper. & Maint.	$	2,525	
Parks	One (1) New Parks Crew Member	$	75,276	
	Wages	$	48,789	
	Medical	$	15,787	
	FICA	$	3,732	
	Pension	$	3,718	
	Misc. Expenses	$	750	
	Equipment	$	2,500	
	Maintenance per acre of public park added	$	7,535	
Streets	Streets Maintenance	$	12,441	Paved Lane Miles
Stormwater	Stormwater Maintenance	$	43.76	
Water	Water Line Maintenance	$	30,631	
	Water Plant Maintenance	$	93.63	
Sewer	Sewer Line Maintenance	$	10,757	
	Sewer Plant Maintenance	$	89.64	
	Reclaimed Line Maintenance	$	11,746	

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Category: One-Time Revenues

Summary: This sheet provides one-time revenues to offset the costs of City of Franklin infrastructure, effective July 1, 2025.

Program Area: Governance & Management				
Department	Item	Revenue Basis/Formula		
Program Area: Public Safety				
Department	Item	Revenue Basis/Formula		
Program Area: Finance & Administration				
Department	Item	Revenue Basis/Formula		
Program Area: Community & Economic Development				
Department	Item	Revenue Basis/Formula		
BNS	Building Permits	$2,366.00 for the first $1,000,000.00 plus $1.25 for each additional $1,000.00 or fraction thereof		
General	Contributions from Developer			
Program Area: Public Works				
Department	Item	Revenue Basis/Formula		
Road Impact	Arterial Fee			
Road Impact	Collector Area 1			
Road Impact	Collector Area 2			
Road Impact	Collector Area 3			
Road Impact	Collector Area 4			
City Facilities Tax	Residential - single- family detached dwellings	$0.89	per gross square foot to include heated and unheated	
	Non-residential	$1.18	per gross square foot	
	Other residential including condos, townhomes, duplexes and apartments	$0.71	per square foot	
County Facilities Tax				
Parkland Dedication		$ 5,302	per Dwelling Unit	
Water Impact		See Tap and Impact Fee Calc. tab		
Sewer Impact		$ 6,143	per SFUE (2025)	

City of Franklin, Tennessee

Annexation Cost Analysis Calculator

Assumption Details

Category: One-Time Costs

Summary: This sheet provides one-time costs for City of Franklin to service the development, effective July 1, 2025.

Program Area: Governance & Management			
Department	Item	Unit Cost	

Program Area: Public Safety			
Department	Item	Unit Cost	
Police	Police Cruiser	$ 61,000	
Fire	One (1) New Fire Station	$ 13,200,000	CIP Cost for FS9
Fire	One (1) New Engine Company	$ 1,386,000	FY 2026 Cost

Program Area: Finance & Administration			
Department	Item	Unit Cost	

Program Area: Community & Economic Development			
Department	Item	Unit Cost	

Program Area: Public Works			
Department	Item	Unit Cost	
Streets	Neighborhood Street mile	$ 500,000	
	Sidewalk (per mile)	$ 150,000	
	2-lane Neighborhood Mile	$ 1,250,000	
	3-lane	$ 2,000,000	
	5-lane TDOT Special	$ 4,000,000	
	Turn lanes (per linear foot)	$ 4,500	
	Intersection Improvements	$ 500,000	
Parks	Neighborhood Park	$ 2,500,000	
Sanitation	New Automated Sideloader	$ 411,506	FY 2026 Cost
Stormwater		TBD	
Water	Cost per mile of Water Line	$ 1,750,000	
Sewer	Off-Site Pump Station	$ 4,000,000	
	Cost per mile of sewer line	$ 2,000,000	
Reclaimed Line	Cost of linear pipe	$ 500,000	

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 1.47miles 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 denisty.
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

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

File #: 26-0572

DATE: 6/9/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

Discussion Concerning The Intersection Of South Margin Street And 3rd Avenue South – Right-Turn-Only Evaluation

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) an update to the Board of Mayor and aldermen regarding the Downtown Neighborhood Association's (DNA) request to evaluate a right-turn only restriction for northeast-bound traffic on South Margin Street at 3rd Avenue South.

BACKGROUND/STAFF COMMENTS:

The Downtown Neighborhood Association (DNA) previously requested that the City evaluate the feasibility and potential benefits of converting the northeast-bound approach of South Margin Street at 3rd Avenue South to a right-turn-only movement. This request was supported by both the DNA and the Downtown Franklin Association (DFA). South Margin Street functions as a key local bypass around the Main Street commercial district, helping reduce travel time and congestion in the downtown core. The proposed restriction was intended to improve traffic flow and reduce conflict points at the intersection. An initial study conducted jointly by City staff and the DNA showed that more than 90% of northeast-bound vehicles were already turning right onto 3rd Avenue South (TN-96E).

In March 2025, BOMA approved Ordinance 2024, formally restricting eastbound through and left-turn movements at this location. As requested by BOMA, City staff conducted a follow-up study in November 2025. Schools were in session, and Lewisburg Avenue had reopened three weeks prior to the count. Updated data is attached for reference.
Key findings include:

- **Right-turn compliance remains extremely high**, with 97–98% of northeast-bound vehicles turning right during peak periods.

- **Non-compliance remains low**, with only 1–3% of vehicles continuing to make through or left movements despite the restriction.
- **Overall traffic volumes have increased** since the 2022 study, with daily northeast-bound volume rising approximately 19%. The increased intersection capacity may also be attracting additional cut-through traffic into the downtown street network, as drivers often gravitate toward routes with lower delays and more predictable travel times.

Based on the updated study, there were **112 observed violations**. It should be noted that the existing signal phasing protects all movements, ensuring that even if a driver chooses to violate the pavement markings, the signal phasing still provides protection for both drivers and pedestrians.

FINANCIAL IMPACT:

No Financial Impact at this time.

RECOMMENDATION:

Staff is seeking feedback from the Board of Mayor and Alderman.

HISTORIC FRANKLIN TENNESSEE

MEMORANDUM

DATE: **January 27, 2026**

TO: Eric Stuckey, City Administrator

FROM: Paul Holzen, Director of Engineering
David Chang, Traffic Engineer

SUBJECT: **Volume Comparison at South Margin at 3rd Ave South**

Background

The City of Franklin and the Franklin Downtown Neighborhood Association (DNA) conducted a turning movement study at the intersection of 3rd Avenue South and South Margin Street in the City's downtown area in 2024. This study found that **over 90%** of the vehicles in the northeast-bound direction are turning right from South Margin Street onto southeast-bound 3rd Avenue South (aka TN State Route 96E). From this study, it was recommended that the northeast-bound approach become a right only condition where no other turning movements were allowed. It was also recommended that an after study be done to evaluate effectiveness of this change.

Data collection

The City of Franklin conducted a turning movement count at South Margin & 3rd Ave. South in November 18th 2025. Schools were in session and Lewisburg was reopened three weeks prior to the counts being done. The results from the counts from 2025 can be seen in Table 1. The original counts can be seen in Table 2.

Table 1: Northeast bound at South Margin (2025)

	Right	Thru	Left
AM Peak	390	6	2
	98%	1%	0%
MD Peak	331	10	1
	97%	3%	0%
PM Peak	357	7	1
	98%	2%	0%
Daily Total	5313	104	8
	98%	2%	0%

Table 2: Northeast bound at South Margin (2022)

	Right	Thru	Left
AM Peak	314	23	3
	92%	7%	1%
MD Peak	279	21	6
	91%	7%	2%
PM Peak	324	21	5
	93%	6%	1%
Daily Total	4205	307	59
	92%	7%	1%

Looking at Table 1, it shows that about 1-3% of all drivers are not complying to the right-turn only condition across the morning, noon, and evening peak hours and across the day. Another observation from Table 1 is that the total volume using the northeast approach of South Margin & 3rd Ave. has increased. The morning saw the highest growth with about 17% more vehicles and the evening experienced the lowest growth with 4%. The growth across the whole day was 19%. The latest counts show that over 98% of all vehicles are making a right-turn off South Margin onto 3rd Ave.

Although the 2025 turning-movement data show that only 1–3% of drivers are not complying with the right-turn-only restriction, field observations indicate that these violations do not create operational or safety conflicts with other movements. The existing signal phasing and pedestrian timing at this intersection prevent non-compliant through or left-turn movements from conflicting with opposing traffic or pedestrian crossings. At this time, the only practical means of further reducing the small number of violations would be increased enforcement and targeted driver education. Implementing such measures would require substantial support from the Police Traffic Unit and patrol officers

City of Franklin

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

File #: 26-0601

DATE: 6/9/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks & Recreation
Torrey Barnhill

SUBJECT:

Discussion Of New City Hall Redevelopment Park Funding

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the commemorative contribution opportunities and community engagement to preserve and enrich Franklin's public spaces.

BACKGROUND/STAFF COMMENTS:

The new City Hall Park is envisioned as a signature public space that enhances Franklin's historic downtown and creates a welcoming environment for all who live, work, and visit. Centered around a custom-built fountain, the park will feature thoughtfully designed amenities, including benches, picnic tables, pergolas with bench swings, and lush landscaping, to provide a peaceful retreat for those who work in the downtown area, residents, and the broader community.

Friends of Franklin Parks has partnered with the City to ensure every resident has the opportunity to be a "friend" to this important civic addition. Together, we will invite citizens of all ages to participate in the park's legacy by sponsoring benches, swings, or designated elements of the fountain, reinforcing that City Hall is a place for everyone. The fountain's calming cascade and central placement symbolize the unity and resilience of our community. More than a municipal building, City Hall represents the heartbeat of Franklin, where the work of this exceptional community takes place. This park will reflect the Board of Mayor and Aldermen's vision, "America's finest hometown, driven by excellence, balancing preservation and progress" and offers residents a meaningful opportunity to contribute to one of the nation's most celebrated historic downtowns.

Friends of Franklin Parks exists to cultivate stewardship within our community by preserving cultural and natural resources, conserving public open spaces, enhancing park and trail experiences, and expanding this legacy for future generations. To honor the generosity of those who support the

project, all contributions to the fountain initiative will be recognized on a dedicated project website, acknowledging every resident and business that becomes a “Friend of the New City Hall Park.” Individual sponsorships for benches and bench swings are also available, allowing donors to leave a lasting, personal dedication within the park. Each bench/swing may include an inscription, following established guidelines consistent with recent dedications throughout Franklin’s park system. This recognition celebrates community involvement and reinforces the shared stewardship that defines both the park and our historic downtown.

The fountain may be sponsored collectively, with the full dedication attributed to Friends of Franklin Parks. This approach reflects the organization’s long-standing role in enhancing public spaces and ensures the fountain stands as a unified symbol of community support. This phrasing aligns with existing dedication standards, maintains consistency across the park system, and honors the organization’s ongoing commitment to preserving and enriching Franklin’s public spaces.

FINANCIAL IMPACT:

The financial commitment for this project will be determined based on the final selection of park amenities included in City Hall Park. The existing commemorative bench program, administered by Friends of Franklin Parks, requires approval from the Parks & Recreation Department regarding bench type, color, and placement. The City Hall Park commemorative program will follow the same process, with all donor contributions processed through the nonprofit Friends of Franklin Parks. Donors will receive an official tax acknowledgment letter for their charitable contribution.

RECOMMENDATION:

No further action is required at this time. An update will be provided to the Board of Mayor and Aldermen once final pricing and the accompanying marketing materials and messaging have been determined by the City of Franklin in coordination with Friends of Franklin Parks.

Commemorative PARK BENCH



Thank you for your interest in placing a bench in a City of Franklin park! Your bench will continue the Friends of Franklin Parks' effort to improve our park system. Benches are $3,000 each (price subject to increase based on bench type & placement) and will require the approval of the City of Franklin Parks Department before finalized. There is a limited amount of space available, so purchase your bench today!

FRIENDS OF FRANKLIN PARKS

COMMEMORATIVE PARK BENCH

NAME

COMPANY/TITLE

ADDRESS

CITY, STATE, ZIP

EMAIL

PHONE

PLEASE LIST THE PARK YOU WOULD LIKE YOUR BENCH PLACED

Benches use up to 26 characters per line, with three lines total. Please do not add boxes. Punctuation & spaces are considered characters. Text will be centered left to right & top to bottom.

PAYMENT

_____ **CHECK INCLOSED** _____ **CREDIT CARD**

(please fill out card information below if paying by credit card)

CREDIT CARD NUMBER **EXP. DATE**

CVV CODE **BILLING ZIP CODE**

Please make checks payable to:
Friends of Franklin Parks, Inc.
PO Box 549, Franklin TN 37065
www.FriendsofFranklinParks.org | 615.674.5388


Dedicated to the City of Franklin by the
Downtown Neighborhood Association
December 2016

City of Franklin

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

File #: 26-0708

DATE: 6/9/2026

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Alderman Jason Potts

SUBJECT:

Discussion Of Carother's Sidewalk

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Carothers Parkway pedestrian facility.

BACKGROUND/STAFF COMMENTS:

Prior to and during the ongoing prioritization process for the fiscal years (FYs) 2024-2023 Capital Investment Program (CIP), there have been requests to provide pedestrian connectivity along the section of Carothers Parkway between Long Lane and the Harpeth River Bridge. This section of Carothers Parkway is approximately 6,000 feet in length and lies within the Highlands at Ladd Park subdivision.

This section of Carothers Parkway was completed in 2015 as a part of the Carothers Parkway South Extension project, which extended from Parkworth Drive / Beamon Drive to South Carothers Road, a total length of approximately 2.5 miles. The original intent of the South Extension project was to construct half of the 4-lane, median divided typical section of Carothers Parkway from Truman Road to South Carothers Road. This was to be accomplished by constructing both lanes on one (1) side of the future median of Carothers Parkway, while purchasing the right-of-way and performing earthwork to allow for future expansion to a 4-lane, median divided facility.

However, during the late stages of development of the South Extension project, the developer for Ladd Park proposed to build approximately 1,100 feet of Carothers Parkway, from Long Lane to Parkworth Drive / Beamon Drive, via a Road Impact Fee offset agreement to allow access to remote sections of the property for expanded development. The developer team was the first to propose the *interim* boulevard typical section, with one (1) lane on each side of the median, for Carothers Parkway within the Ladd Park subdivision. To bring some consistency to the roadway within the limits of the subdivision, the City revised its plans to match what the developer proposed. Unfortunately, this meant that the sidewalk and/or multi-use trail was not constructed with that *interim* boulevard

typical section of Carothers Parkway. The sidewalk and/or multi-use trail were eliminated from this typical section of Carothers Parkway, because they would almost certainly have been demolished during the future widening of Carothers Parkway to its ultimate 4-lane, median divided typical section, which is expected to be need within the next decade.

Due to the numerous requests to add some type of pedestrian connectivity to this section of Carothers Parkway, staff has developed several preliminary options. However, all these options should be considered "*interim*" solutions, as the ultimate plan is to construct a sidewalk along the east side and a multi-use trail along the west side of Carothers Parkway during the future widening of Carothers Parkway to its full, 4-lane, median divided typical section.

Option 1 – Pedestrian Lane with Striped Buffer & Flexible Delineators (Parkworth Drive to Carothers Bridge)
The east (northbound) side of Carothers Parkway would be widened by approximately 12 feet. This would allow for:

- a 4-foot striped buffer with flexible, tubular delineators to separate traffic and pedestrians,
- an 8-foot paved pedestrian path,
- a 2-foot paved shoulder, and
- a 2-foot stone stabilized shoulder *(similar to today)*.

This is the most expensive option, but much of this work would be able to be repurposed as the second northbound travel lane in the future.

Option 1 - Preliminary Estimated Cost	
Design	$100,000
ROW	$0
Construction	$1,700,000 *(Partial Resurface)* to $2,000,000 *(Full Resurface)*
Total Project Cost	$1,800,000 *(Partial Resurface)* to $2,100,000 *(Full Resurface)*

Option 2 – Separate Paved Pathway (Parkworth Drive to Carothers Bridge) ***(Removed in the Future)***
This option would construct an 8-foot paved pedestrian pathway on the east (northbound) side of Carothers Parkway that is separate (*i.e.,* grass between roadway and path) from the roadway. While this path would be built to the current City standards, it would be completed removed during the future widening of Carothers Parkway.

Option 2 - Preliminary Estimated Cost	
Design	$50,000
ROW	$0
Construction	$750,000
Total Project Cost	$800,000

Option 3 – Traditional Concrete Sidewalk (Parkworth Drive to Carothers Bridge) ***(Removed in the Future)***
This option would construct a standard concrete sidewalk on the east (northbound) side of Carothers

Parkway that is separate (i.e., grass between roadway and path) from the roadway. While this sidewalk would be built to the current City standards, it would be completed removed during the future widening of Carothers Parkway.

Option 3 - Preliminary Estimated Cost	
Design	$100,000
ROW	$0
Construction	$1,200,000
Total Project Cost	$1,300,000

Option 4 – Traditional Concrete Sidewalk (Turman Road to Carothers Bridge) ***(Removed in the Future)***

This option would construct a standard concrete sidewalk on the east (northbound) side of Carothers Parkway that is separate (i.e., grass between roadway and path) from the roadway. While this sidewalk would be built to the current City standards, it would be completed removed during the future widening of Carothers Parkway.

Option 4 - Preliminary Estimated Cost	
Design	$50,000
ROW	$0
Construction	$500,000
Total Project Cost	$550,000

FINANCIAL IMPACT:

Four options have been evaluated, with estimated costs ranging from $550,000 to $2,100,000:

Option 1 – Pedestrian Lane with Striped Buffer & Flexible Delineators (Parkworth Drive to Carothers Bridge) $1,800,000 to $2,100,000
Option 2 – Separate Paved Pathway (Parkworth Drive to Carothers Bridge) *(Removed in the Future)* $800,000
Option 3 – Traditional Concrete Sidewalk (Parkworth Drive to Carothers Bridge) *(Removed in the Future)* $1,300,000
Option 4 – Traditional Concrete Sidewalk (Turman Road to Carothers Bridge) *(Removed in the Future)* $550,000

RECOMMENDATION:

No recommendation at this time. Staff is seeking feedback from the Board of Mayor and Alderman.


Carothers Pkwy.
Truman Rd.
Parkworth Dr.
Beamon Dr.
Long Lane