



EAGLEVILLE PLANNING COMMISSION AGENDA

Eagleville City Hall
February 3, 2025

108 South Main Street
6:30 p.m.

Prior to meeting, please silence all electronic devices.

- 1) CALL TO ORDER – Chairman, Derrick Lynch
- 2) ROLL CALL / DETERMINATION OF QUORUM
- 3) CITIZEN COMMENTS – Each Citizen will be given up to 3 minutes to speak
- 4) MINUTES/OTHER BUSINESS
 - (a) Approve or Deny Minutes of Planning Commission Meeting of January 6, 2025
- 5) Design Review Recommendations
 - (a) Review and Approve/Deny Design Review Committee's Recommendation to Planning Commission for New Fencing and Re-painting of Building at Turner Machine, 1169 S. Main Street
- 6) Old Business
 - (a) Review and Approve/Deny Winterbrooke Manor Preliminary Plat (continued from January 6, 2025 meeting)
- 7) NEW BUSINESS
 - (a) Review and Approve/Deny Turner Site Plan Amendment
- 8) City Manager/City Planner Report
 - (a) Update on future agenda items
- 9) ADJOURNMENT

ITEM 4a Minutes: January 6, 2025

**Minutes of the
Eagleville Planning Commission
Eagleville City Hall, Eagleville, TN
Monday, January 6, 2025 – 6:30pm**

1. CALL TO ORDER

Chairman Derrick Lynch called the meeting to order at 6:30 p.m.

2. ROLL CALL / DETERMINATION OF QUORUM

City Clerk Katy Sanderson called the roll.

PLANNING COMMISSION

PRESENT:

Chairman Derrick Lynch
Secretary Justin Bryant
Councilman Chris Hendrix
Commissioner Erik Hurter

ABSENT:

Commissioner Darren Shanks

STAFF:

Hellyn Riggins, City Manager

Katy Sanderson, City Clerk

3. CITIZEN COMMENTS

4. MINUTES/OTHER BUSINESS

a. Approve or Deny Minutes of Planning Commission Meeting of December 9, 2024

Councilman Chris Hendrix moved to approve the minutes.

Secretary Justin Bryant seconded the motion.

The **MOTION** passed 4-0.

5. DESIGN REVIEW RECOMMENDATIONS

a. Approve or Deny New Signage for Studio 18 at 15430 Highway 99

City Manager Hellyn Riggins stated that there had been no Design Review Board due to lack of quorum but the Planning Commission should proceed. She then asked if the new sign was metal. Raul Aguilar representing the owner stated that the sign is metal and will have the letters cut out of the metal and be backlit. Ms. Riggins stated the placement and dimensions were what is allowed.

Councilman Hendrix moved to approve the signage.

Secretary Justin Bryant seconded the motion.

The **MOTION** passed 4-0.

6. OLD BUSINESS

a. **Review and Approve/Deny Winterbrook Preliminary Plat (continued from December 9, 2024 meeting)**

City Manager Hellyn Riggins stated that at the previous meeting there was discussion regarding the need for fire hydrants. The engineer and property owner were working on getting the water pressure to be what is required in order to have the fire hydrants. Ms. Riggins stated that a deferment until the February meeting would be past the state regulation deadline. However, she believes judges have been known to look favorable on the extension when the property owner and city have an agreement.

Richard Houze from Site Engineering Consultants, Inc. (SEC) stated that there is a verbal agreement with Consolidate Utility District (CUD) and other property owners to extend the water line down Highway 41A. Ms. Riggins requested Mr. Houze to put something in writing stating that his client agrees to a postponement.

Roger Jenkins, the property owner, asked if requirements have been met up to this point if there can be final plat approval pending the receipt of this documentation instead of the deferral to February 2025 meeting. Secretary Bryant stated that because there are other property owners involved he feels the matter should be deferred until the February 2025. Mr. Jenkins then requested the deferral until the February 2025 meeting. A letter requesting the deferral by the applicant was submitted for the record.

Councilman Hendrix moved to defer to the February 2025 meeting.

Commissioner Erik Hurter seconded the motion.

The **MOTION** passed 3-0 with Chairman Lynch abstaining.

7. NEW BUSINESS

a. **Review and Approve/Deny Turner to Hudson Add-On Plat**

City Manager Hellyn Riggins explained there is a tract of land owned by Mr. Turner that abuts the Hudson property. Mr. Turner is selling a portion of his lot that abuts their property, to the Hudson's.

Ms. Riggins stated a few items to be made clear:

- A new lot is not being created.

- A portion of a lot is being taken from one property and being merged to another.
- The City is a one dwelling per one lot subdivision.
- All setbacks have been met according to the plat presented.

Secretary Bryant moved to approve the plat merger subject to staff notes (attached) and engineering approval

Councilman Hendrix seconded the motion

The **MOTION** passed 4-0.

b. Review and Approve/Deny Subdivision of 1326 N. Main Street

City Manager Hellyn Riggins stated that this plat is being subdivided into two tracts. She recommends approval subject to staff notes (attached) and city engineer approval.

Councilman Hendrix asked if there will need to be a road going back to the second lot. Ms. Riggins stated that an approximate location for the driveway is shown but that the owner will need to get a driveway permit from the Tennessee Department of Transportation as it is on a state road.

Secretary Bryant moved to approve the plat subdivision subject to staff notes and engineering approval

Councilman Hendrix seconded the motion

The **MOTION** passed 4-0.

c. Review and Approve/Deny Expansion of Staged to Sell at 143 S. Main Street

City Manager Hellyn Riggins explained that eventually the retail business of All Things Home will be phased out and the building will be used as Staged to Sell. There was concern about this being a retail zone and Staged to Sell being primarily used for storage. This is an approved use for the leased building and because this use requires less parking and is still in compliance.

Ms. Riggins stated that the zoning ordinance could be reviewed in the future for ways to tweak specific uses.

Secretary Bryant moved to approve the expansion

Commissioner Hurter seconded the motion

The **MOTION** passed 4-0.

d. Review and Approve/Deny Change of Use at 15430 Highway 99 from Restaurant to Recording Studio

City Manager Hellyn Riggins explained that the previously approved design for Studio 18 as a new build has changed. After purchasing 15430 Hwy 99, formerly Coach T's restaurant, the owners have opted to renovate the existing building. One end of the building will be used as a recording studio while the other end of the building will be used as an area for clients between recordings where there will be a small kitchen as well as a golf simulator. It

is a private club but can be rented. They do not anticipate concerts, just small groups at a time. The City bases parking on approved uses and square footage. The parking for the building has been transposed from the previous site plan and will actually allow for three more spaces than originally planned. Ms. Riggins stated that if parking availability becomes a reoccurring problem, the City will take measures to address it. There is also door on the back of the building to allow for loading/unloading of equipment. The building will have acoustical treatments to keep sound out side of, as well as inside the building.

Secretary Bryant moved to approve change of use from restaurant to recording studio
Councilman Hendrix seconded the motion
The **MOTION** passed 4-0.

e. Review and Approve/Deny Revised Planning Commission Meeting Dates for 2025

City Clerk Katy Sanderson explained the addition to the meeting dates are a January 5, 2026 meeting with a December 8, 2025 submission deadline.

Councilman Chris Hendrix moved to approve the meeting dates for 2025.
Commissioner Justin Bryant seconded the motion.
The **MOTION** passed 4-0.

8. CITY MANAGER/CITY PLANNER REPORT

There was no report.

9. ADJOURNMENT

Chairman Lynch adjourned the meeting at 7:21 p.m.

Approved by:

Chairman Derrick Lynch

Submitted by:

City Clerk, Katy Sanderson

Date minutes were approved: _____

Staff Notes for January 6, 2025 Planning Commission Meeting:

Design Review of Signage for Studio 18

1. Sign appears to not exceed size requirement. Need to verify materials and that it is not internally lit, but rather backlit.

Winterbrook Preliminary Plat

The applicant (per emails) is to request a continuance to the February meeting. Adding hydrants to the plan has still not been worked out and there is no agreement with Webb Road for sewer. The TCA requires a plat to be approved or denied in 60 days. The applicant can waive that requirement and the City has to agree to the waiving. If they request a continuance until February, I suggest we agree to it. If not ready by February, we may have to either deny or applicant withdraw the request until water has been worked out.

Turner Plat/Lot Merger

The purpose of this plat is to merge land from one tract to another one. This is NOT creating a new parcel. I want that to be perfectly clear on the record. And also that we have a one lot/one dwelling zoning. I have explained that to Mr. Turner, but he is selling the land to someone else that has not reached out to me. I have reviewed the plat and it appears to be compliant. I have not heard from engineering so would like approval subject to engineering.

Subdivision Plat, 1326 N. Main Street

This is a subdivision of a tract to be split into two lots.

1. The frontage required is 100 feet. Lot 2 has 100.5 feet of frontage. Lot 1 has 247.51 feet of frontage.
2. Lot 2 is 4.67 acres. Lot 1 is just barely over 2 acres at 87,196 sq feet. 2 acres is the minimum allowed.
3. Lot 1 needs to show that the existing house still perks for the number of bedrooms it has. Lot 2 two perks sites for 5 and 3 bedrooms. STEP sewer is not available for these lots.
4. Lot 2 needs to revise the setbacks. The line parallel to the road should be considered a front setback. It should have a setback of 60 feet. Not 30.
5. Water will need to be coordinated with CUD. No meter easement has been shown on Lot 2.
6. From 41A, all utilities to lots are required to be underground.
7. Staff has not received review by City Engineer yet, and asks that this be contingent on his review.
8. Plat states these lot are in a special flood hazard area or not.

Site Plan Amendment, All Things Home, 135 S. Main Street

All things home was approved as a two-part business. All Things Home and Staged to Sell. All Things Home was a home décor boutique. Staged to sell is a unique business that stores furniture and home décor to stage homes for sell. And occasionally once the furniture or décor has been used enough, they hold sales of the goods on site. The owners plan to slowly close All Things Home and transition that area of the building into more storage area for Staged to Sell. They are asking for approval to make this transition. No site plan was required as we have one on file. Parking for the storage area is less, therefore there is no increase in need for parking to be reviewed. Overall, this use will require less traffic to and from the area, and less parking.

EAGLEVILLE
PLANNING COMMISSION MEETING SCHEDULE*

REVISED 12/12/24

2025

<u>Submittal Deadline</u>	<u>Date of Meeting</u>
December 9, 2024	January 6, 2025
January 6, 2025	February 3, 2025
February 3, 2025	March 3, 2025
March 3, 2025	April 7, 2025
April 7, 2025	May 5, 2025
May 5, 2025	June 2, 2025
June 2, 2025	July 7, 2025
July 7, 2025	August 4, 2025
August 4, 2025	September 8, 2025
September 8, 2025	October 13, 2025 (Oct. 6 is Fall Break)
October 13, 2025	November 10, 2025
November 10, 2025	December 8, 2025
<u>December 8, 2025</u>	<u>January 5, 2026</u>

***Planning Commission Meetings will be held at 6:30 pm,
in the Eagleville City Hall
108 S. Main Street
unless otherwise posted.**

***Board of Zoning Appeals and *Design Review Board are held in conjunction
with Planning Commission meetings at 6:00 pm.**

***AS NEEDED**

- ITEM 5a Design Review Committee's Recommendation:
 - For Turner Machine

P.O. Box 68
108 South Main Street
Eagleville, TN 37060

City of Eagleville

DESIGN REVIEW APPLICATION

6200
Feb 3
(615) 274-2992
Fax (615) 274-2977

Applicant's Name: Jeffrey D Turner

Owner's Name: Jeffrey D Turner

Address: 1169 S. Main St Eagleville TN 37060 Phone No: 615-223-6500

Email: jturner@tmctrailers.com

Details of Proposed Use:

- 1) Install a 6ft high tensile strength security fence. (see attached picture)
- 2) Paint exterior of building with a gray color tone and darker color trim/accent.

Location/Address: 1169 S. Main ST Eagleville TN 37060

Tax Map: Parcel No: 163-007.03-000 Acreage/Size of Tract: 4.2

FEMA Flood Map Yes Panel Number 47187C0485F/2066

Use: _____

Project Engineer/Surveyor N/A Fax: N/A

Address: N/A Phone: N/A

Zoning: Heavy Industrial

Conditional Use Permit: Yes _____ No _____

FEE: \$0.00 Paid _____ Receipt No. _____ Date Submitted: 1/15/25

If applicant is not property owner, Owner will need to sign.

[Signature]
Signature of Applicant/Owner

City of Eagleville Design Review Committee
108 South Main Street Eagleville, TN 37060

1/15/2025

Dear Esteemed Members of the Eagleville Design Review Committee,

As the property owner and CEO of Turner Machine Co., Inc., my personal goal is to enhance and improve this side of town, as our property is one of the first buildings people see when they approach our fine city. Our goal was to build something that accents the beauty and character of our town. Over the past two years, we have been working diligently to improve this property and, as financial means allow, plan to continue doing so. We appreciate the support of the city and the members of the board as we pursue these enhancements.

I am fully approachable and understanding of the rules and regulations in place. However, we kindly request that not all rules be applied with a one-size-fits-all approach, as we aim to create a secure and aesthetically pleasing space that aligns with the community's standards.

I am writing to formally request a variance for the use of a high tensile strength, commercial-grade security fence at my property located at 1169 S. Main St., Eagleville, TN. My intent is to secure my industrial property in a manner that both ensures maximum protection and aligns with the existing infrastructure within the immediate vicinity.

Per the City of Eagleville's Design Review Guidelines, I am submitting the following required documentation for your review:

1. **Completed Design Review Application**
2. **Site Plan Submission:** A scaled site plan showing the exact location of the fence, property boundaries, and existing structures.
3. **Material and Specification Details:** Detailed descriptions and specifications of the proposed fence materials, including its high tensile strength and resistance to corrosion.
4. **Visual Representation:** Renderings and photographs demonstrating how the proposed fence will align with nearby properties and existing fencing structures.

The proposed fencing will be a high-quality, steel commercial-grade fence designed for durability and longevity. While the city's guidelines generally recommend vinyl-coated fencing due to its appearance, it is important to note that vinyl coatings are typically applied to a lighter gauge aluminum wire, which may compromise structural integrity and long-term performance. Conversely, standard steel fences with coated wiring often rust quickly, leading to unsightly and weakened barriers over time.

Our proposed fence will provide superior strength and resilience, comparable to the fencing currently in place at the Eagleville Convenience Center adjacent to our driveway, as well as the security fence surrounding the pump station located in our front yard. Additionally, the ballfield directly behind our property also utilizes a similar commercial-grade fence. Our goal is to

harmonize with these existing structures while ensuring the highest level of security for our industrial operations.

We believe this fencing choice will:

1. **Match the Surrounding Aesthetics:** The design is consistent with nearby public and utility facilities.
2. **Provide Enhanced Security:** The stronger gauge steel ensures better property protection.
3. **Promote Longevity:** The high-quality materials will resist corrosion and degradation, maintaining both safety and appearance over time.
4. **Industrial Context:** The property is zoned for industrial use and is not surrounded by residential neighborhoods, making the proposed fencing a fitting addition to the area.

We respectfully request the Committee's consideration for this variance, allowing us to install a security fence that balances strength, durability, and compatibility with the surrounding environment. It is our commitment to enhance the safety and appearance of our property while adhering as closely as possible to the principles outlined in the Design Review Guidelines.

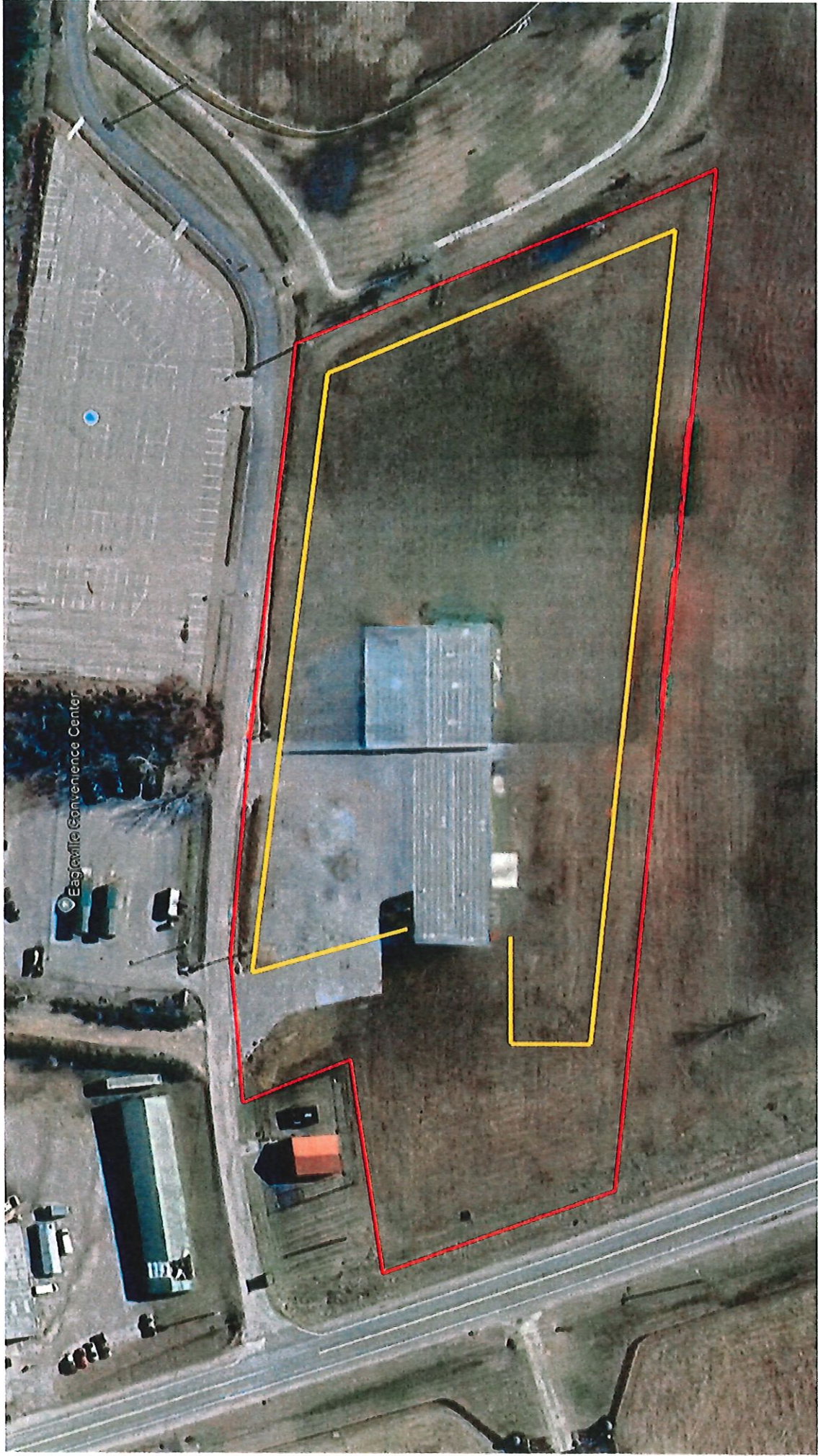
Thank you for your time and thoughtful consideration of our request. I am happy to provide any additional information or meet with the Committee to discuss this proposal further.

Sincerely,

Jeffrey D. Turner
Property Owner and CEO of Turner Machine Co., Inc

1169 S. Main St.
Eagleville, TN 37060
615-223-6500
jturner@tmctrailers.com

1169 S. Main St Eagleville TN 37060



6'

Site Plan w/ Property Lines (red) & Proposed Fencing (yellow)

Pump Station
Ball Park Rd.
West Side of TMC Front Yard



Convenience Center
1011 Ball Park Rd.
North Side of TMC Parking Lot



Eagleville City Park
1019 Ball Park Rd.
East Side of TMC Back Lot



ITEM 6a

Winterbrooke Manor Preliminary Plat

Staff Notes
February 3, 2025

Turner Machine Design Review and Site Plan Amendment

1. The request is for a 6 feet tall chain link (metal, not vinyl coated) with barbed wire on top of that fence. And requesting to paint the exterior of the building with light gray and dark gray trim.
2. The Design Review Guidelines state: Section 10.0 - Items Generally Not Permitted Chain Link/Barbed Wire Fencing (Vinyl Coated Chain Link possible in industrial zones).

Winterbrooke Sudivision

Applicant has submitted responses to last month's staff notes (in your packet). They have also submitted an agreement (staff still reviewing) for water line improvements to allow for hydrants to be located within the subdivision.

Per submittal, most staff notes seem to have been addressed.

Note 8. Street signs shown appear to meet "decorative" intention of ordinance.

Note 12. Applicant did not address rip rap in detention area. State it will be address in construction drawings. Planning Commission does not see construction drawings. Staff not in favor of any riprap visible to residents or from the road.

Note 13. Staff has not re-reviewed the new photometric plan, and does not understand the response. The point on the note was that no street should have a 0-lumen count. I think this is what the response intends to state, but need to clarify.

Note 14: Regarding Water Line agreement. Staff will review what has just been submitted and it does appear that there is an agreement in place but staff has not verified this with CUD or with city engineer. Fire hydrants are shown on the plan. Fire Chief will need to review but that can be done in house if applicant agrees to work with Fire Chief on location and number of hydrants.

Note 15: Applicant is correct that City is working with Stephenson Farms owner to work out a solution to sewer.



Site Engineering Consultants
850 Middle Tennessee Blvd
Murfreesboro, TN 37129
(615)890-7901
www.sec-civil.com

January 27, 2025

Hellyn Riggins
City of Eagleville Planning Department
108 South Main Street
Eagleville, TN 37060

RE: Winterbrooke Manor Subdivision
Responses to Staff Comments
SEC Project No. 19240

Dear Hellyn,

The development team has reviewed the Planning Department's comments on the Winterbrooke Manor Subdivision Preliminary plat. The preliminary plat has been revised as per those comments and discussions held with Staff and Administration. This letter outlines the development team's responses to those comments.

1. The preliminary plat and future plats are all contingent on Ordinance 2023-010 which created the regulations for this particular PRD.
Response: Acknowledged
2. Create a table showing road frontage and width for each lot.
Response: Chart added to Sheet C0.1
3. Setbacks noted correctly on title page. However on Typical Lot diagram, the corner lot is not shown with two frontages as required.
Response: Revised
4. As-Builts will be required for each structure prior to vertical construction.
Response: Acknowledged
5. All lots in the floodplain will be required to establish a BFE at final plat stage and submit a FEMA elevation certificate for permitting.
Response: Acknowledged
6. Stop sign locations to be coordinated with Chief of Police.
Response: Acknowledged
7. Speed limit to be set by Council.
Response: Acknowledged
8. Decorative street signs required. Signs shown in plan are typical green/white.
Response: Examples of street signs added to Sheet C1.0.
9. On C1.0 what does "STEP facilities owned by property owner" mean?
Response: This has been removed.
10. Typical Section Local Road – shows 14 feet lanes. City requires 12 feet lanes. Staff does not recommend wider lanes.
Response: Detail Revised to show 12-ft lanes

11. Lot 14 needs to show setbacks to ensure that it is understood there is a rear lot line.
Response: Setback callouts added to sheet C1.1 for Lot 14.
12. Need detail of detention pond. Riprap?
Response: To be provided with construction plans
13. Lighting needs adjustment. Too many areas are left at 0 lumens. Dead light spots include lots: 28/22 to 1/19, 33/18 to 33/18, 38/open to 14/open, 5/95 to 7/93, 8/92 to 10/90, 44/ - /50, 49/ to 45/46, 71/64 to 68/67.
Response: Photometric Plan has been revised to reduce 0 Lumens along streets within the development.
14. Staff has not reviewed the Construction Drawings. Not sure why these keep getting submitted before a preliminary plat is approved. However, it has been noted that on the Preliminary Plat there are fire hydrants. On the Construction Drawings, no fire hydrants are noted. Eagleville Subdivision Regulations call for fire hydrants to be installed no more than 1,000 feet apart and within 500 feet of any residential lot. Per TDEC requirements, fire hydrants are not to be placed on water lines that can't produce 500 gpm at 20 psi of pressure. This was an issue with this subdivision when it was proposed in the County. Staff had been told repeatedly that this was being worked out with adjacent property owners and adequate flow would be provided. On November 27, the applicant sent staff a report that this was not possible. Staff is confounded how something as important as this, and something that has always been required by the Subdivision Regulations, would be left unaddressed. Staff does not support any subdivision that cannot have fire hydrants as required by the Sub Regs and urges applicant to find a way to meet the City's requirements. Sprinkling the houses does not bring this subdivision into compliance.
Response: CUD has issued drafts of the Waterline Upgrade Agreement to the developers to review and sign
15. There has still not been submitted any contract proving these lots will have STEP capacity.
Response: Status unknown at this time as City of Eagleville and CUD are currently in discussions regarding STEP Systems within the Eagleville City Limits.

If you need any clarification concerning the revised book and our responses to the staff comments, please feel free to contact me at rmolchan@sec-civil.com or at 890-7901.

Sincerely,



Rob Molchan, P.L.A, ASLA
Landscape Architect & Land Planner
SEC, Inc.

SITE ENGINEERING CONSULTANTS
 850 Middle Tennessee Boulevard Murfreesboro, Tennessee 37129
 Ph. 615-890-7901 FAX 615-895-2567



LETTER OF TRANSMITTAL

Date: 1-28-2025 TO: Hellyn Riggins

Project: Winterbrooke Manor City of Eagleville

Project No.: 19240 108 South Main Street

Re: Preliminary Plat Resubmittal for PC Meeting Eagleville, TN 37060

WE ARE SENDING YOU THE ATTACHED VIA Hand Delivered THE FOLLOWING:

- Shop Drawings
 Original Plans
 Plan Prints
 Specifications
 Copies Other _____

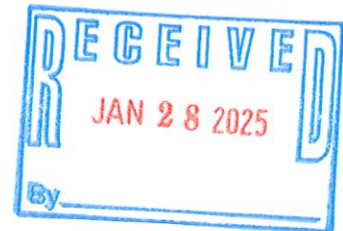
<u>NO.</u>	<u>COPIES</u>	<u>DATE</u>	<u>DESCRIPTION</u>
1	4	01-27-2025	Preliminary Plat
1	1	01-27-2025	Response to staff comments letter
1	1	01-28-2025	Emailed PDF's of the two items above to Hellyn and Will

These are transmitted as checked:
 For approval
 For your use
 As requested
 For review & comment

- Approved as submitted
 Approved as noted
 Returned for corrections
 Resubmit ___ copies for approval
 Submit ___ copies for distribution
 Return ___ corrected prints
 Prints returned after loan to us
 Other _____

Remarks:

Rob Molchan, PLA



Water availability

From Jenkins, Roger <rjenkins@mtemc.com>

Date Mon 2/3/2025 3:37 PM

To Hellyn Riggins <hriggins@eaglevilletn.gov>; Rob Molchan <rmolchan@sec-civil.com>; Jamie Reed <jreed@sec-civil.com>; Corey Craig <corey@celebrationhomes.com>; Richard Houze <rhouze@sec-civil.com>; Alan Stuemke <astuemke@ cudrc.com>

Cc Scott Hubbard <scott@mhclosings.com>

 1 attachment (1,000 KB)

[Untitled].pdf;

Hellyn,

See the attached document regarding the CUD Water line extension project. In conversations with Alan Stuemke with CUD, they have provided this agreement for us that will satisfy the domestic water and fire hydrant pressure requirements for our project.

I look forward to our meeting on February 10th.

As mentioned in previous emails, if there are any other items that are necessary for consideration prior to the PC meeting, please let me know, as we want to make sure that this satisfies the requirements.

Thank you,

Roger Jenkins

Prepared by:
Hudson, Reed & Christiansen, PLLC
16 Public Square N
Murfreesboro, TN 37130
(615) 893-5522

AGREEMENT REGARDING IMPROVEMENTS TO WATER UTILITIES

This Agreement Regarding Improvements to Water Utilities is made and entered into this 1st day of February, 2025 by and between KZO Franklin Properties, LLC, a Tennessee limited liability company ("Developer") and Consolidated Utility District of Rutherford County, Tennessee ("CUD").

WITNESSETH:

WHEREAS, Developer is proposing to develop certain property located on Tax Map 120, Parcels 23.03, 23.10, and 23.12 in Rutherford County, Tennessee into a residential subdivision (the "Development") known as Winterbrooke Manor which will require upgrades to the existing water utility lines in the area; and

WHEREAS, CUD is the water utility provider to the Development; and

WHEREAS, CUD and Developer have reached an agreement under which certain improvements to the water utility system will be made in connection with the Development which consist of approximately 7,400 linear feet of 12-inch water line and is referenced herein as the "Water Line Improvements";

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and CUD hereby agree:

1. Upon the execution of this Agreement by Developer and CUD, CUD will, at its expense, within thirty (30) calendar days commence easement acquisition, engineering, design and permitting for the Water Line Improvements running as generally shown on the General Water Line Alignment Diagram prepared by CUD, attached hereto as Exhibit "A" and incorporated herein by this reference, to meet or exceed the water supply capacity requirements for the Development based upon the 'Concept Plan' attached hereto as Exhibit "B" and incorporated herein by this reference. Attached hereto as Exhibit "C" and incorporated herein by this reference, is an estimated total project cost breakdown, which will be periodically updated, and used to determine the amount of the Developer's contributions to CUD as described hereafter. The Developer shall pay per CUD's invoices which shall be calculated and issued as follows:

- a. 25% of the Developer's portion of the estimated easement acquisition cost and engineering cost plus 20% of the Developer's portion of the Project Administration Fee to be invoiced upon execution of this Agreement.
- b. 25% of the Developer's portion of the estimated easement acquisition cost and engineering cost plus 20% of the Developer's portion of the Project Administration Fee to be invoiced when the design and/or easement acquisition is greater or equal to 30% complete (as determined solely by CUD).
- c. 25% of the Developer's portion of the estimated easement acquisition cost and engineering cost plus 20% of the Developer's portion of the Project Administration Fee to be invoiced when the design and/or easement acquisition is greater or equal to 60% complete (as determined solely by CUD).

- d. 10% of the Developer's portion of the estimated easement acquisition cost and engineering cost plus 20% of the Developer's portion of the Project Administration Fee to be invoiced when the project is advertised for bids.
- e. 100% of the Developer's portion of the lowest accepted bid for construction and the inspection cost plus the remainder of the final easement acquisition cost plus the remainder of the adjusted engineering cost and the remainder of adjusted Project Administration Fee. The adjustments shall be based on the lowest accepted bid for construction. In addition, 100% of the estimated inspection cost. CUD shall notify Developer of its intent to award the Water Line Improvements contract at least ten (10) business days prior to the anticipated award date. In the event that Developer determines that the Costs are not acceptable to Developer, in Developer's sole discretion, then Developer shall have the right to terminate this Agreement by providing notice to CUD prior to the expiration of such 10-business day period. In the event of termination by Developer, CUD and Developer shall be released from all duties and obligations related to this Agreement, except that Developer shall make payment to CUD for the remaining balances for items 2, 3, and 6 per Exhibit C plus CUD's costs corresponding to those items within fifteen (15) business days of the notice to terminate this agreement. If Developer does not terminate, then this payment will be due by no later than the date that is three (3)-business day prior to the award date or the date that is ten (10) days from receipt of notice of the award date, whichever occurs last. In the event there are any change orders pertaining to the Developer's portion of the project, including, but not limited to quantity adjustments for actual length of water main installed, number of valves installed, etc., Developer will be responsible to pay CUD the costs of the same.
- f. Within thirty (30) calendar days of completion of construction, CUD will calculate the final construction cost (including all change orders), the final engineering cost, the final inspection cost, and the final Project Administration Fee and invoice the Developer for any outstanding balances or notify the Developer of any credits due the Developer from CUD. CUD will issue payment to Developer concerning any credits within thirty (30) calendar days of the notice of same.

2. The Water Line Improvements will be designed to the minimum size stated herein of ductile iron pipe potable water line; however, CUD shall have the right to upsize the line to a larger size if CUD determines to do so (an "Upsize"), provided that, CUD shall be solely responsible for any increase in the costs arising from any such Upsize in excess of the costs related to the minimum size of ductile iron pipe potable water line.

3. Developer or its successors or assigns shall be responsible for all applicable CUD fees related to the design, review and construction of the water and sewer utilities within the Development in effect at the time the Developer executes the CUD Developer Agreement for the Development. Said CUD fees include, but are not limited to, water and sewer design fees, water and sewer inspection fees, tap fees and other applicable fees.

4. CUD shall diligently pursue the easement acquisition, engineering, design and permitting for the Water Line Improvements upon the execution hereof and promptly upon the completion of the easement acquisition, engineering, design and permitting necessary to commence construction of the Water Line Improvements, CUD shall bid the Water Line Improvements work and select a winning bid for the contract for the completion of said work (the winning bid, excluding any alternates, the "Base Bid"). Any Additional Upsize work or work otherwise unnecessary for or unrelated to the construction of the Water Line Improvements shall be bid as alternates. In addition, any connection to the Water Line Improvements of existing or new fire hydrants and service connection or stubs shall also be bid as alternates to the Base

Bid. No such alternates shall be included in the Base Bid sought by CUD nor in the establishment of the Base Bid amount to be paid by Developer hereunder.

5. CUD estimates the general time frame when the Water Line Improvements will be bid will be approximately the first quarter of 2026, but CUD cannot guarantee said date as said date is subject to variables beyond CUD's control. CUD estimates that the completion of the construction for the Water Line Improvements will require a minimum of 12 months from award of the construction contract, but CUD cannot guarantee said duration as said duration is subject to variables beyond CUD's control. Notwithstanding the foregoing, CUD will provide Developer with periodic updates on the progress of the easement acquisition, engineering, design, permitting, and construction of the Water Line Improvements, including but not limited to notifications as critical milestones are achieved.

6. Developer will grant to CUD at no cost any water line utility easements across the Development which CUD determines are necessary to align with and connect to the Water Line Improvements.

7. All notices of any kind which either part may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) by registered or certified mail, overnight courier service at the addresses set forth below:

As to Developer: KZO Franklin Properties LLC
5528 Hawks Landing Drive
Arrington TN 37014
615-595-4685
allianceventuresllc@outlook.com

With a copy to:

A. Scott Hubbard Esq.
1804 Williamson Court #201
Brentwood TN 37027
615-377-3319
scott@mhclosings.com

As to CUD:

The Consolidated Utility District of Rutherford County,
Tennessee
Attn: Roger Goodson, General Manager
709 New Salem Road
Murfreesboro, TN 37129
Telephone: (615) 893-7225
Email: rgoodson@ cudrc.com

With a copy to
CUD's counsel:

Jeff Reed, Esq.
Hudson, Reed & Christiansen, PLLC
16 N Public Square
Murfreesboro, TN 37130
Telephone: (615) 893-5522
Email: jreed@mborolaw.com

Any such notice or demand so served, shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier, or by confirmation of the facsimile transmission.

8. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation.

9. Time is of the essence of this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next business day.

10. This Agreement shall be governed by the laws of the State of Tennessee.

11. Developer hereby irrevocably consents to the jurisdiction of the United States District Court for the Middle District of Tennessee and of all Tennessee state courts sitting in Rutherford County, Tennessee, for the purpose of any litigation to which CUD may be a party and which concerns this Agreement. It is further agreed that venue for any such action shall lie exclusively with courts sitting in those federal and Tennessee jurisdictions named above, unless CUD agrees to the contrary in writing.

12. Developer may freely assign any or all of its rights under this Agreement, in whole or in part, to an affiliate of Developer upon notice to CUD; any other assignment shall require prior written consent of CUD, which consent shall not be unreasonably conditioned, withheld, or delayed.

13. THE PARTIES HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE OBLIGATIONS HEREUNDER. THE PARTIES EACH REPRESENT TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

14. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EXECUTED on the date first written above.

"DEVELOPER"

KZO Franklin Properties, LLC

Signature: 

Printed Name: Roger Jenkins for KZO Franklin Properties LLC

Title: Member

"CUD"

THE CONSOLIDATED UTILITY DISTRICT OF
RUTHERFORD COUNTY, TENNESSEE

Signature: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

GENERAL WATER LINE ALIGNMENT DIAGRAM

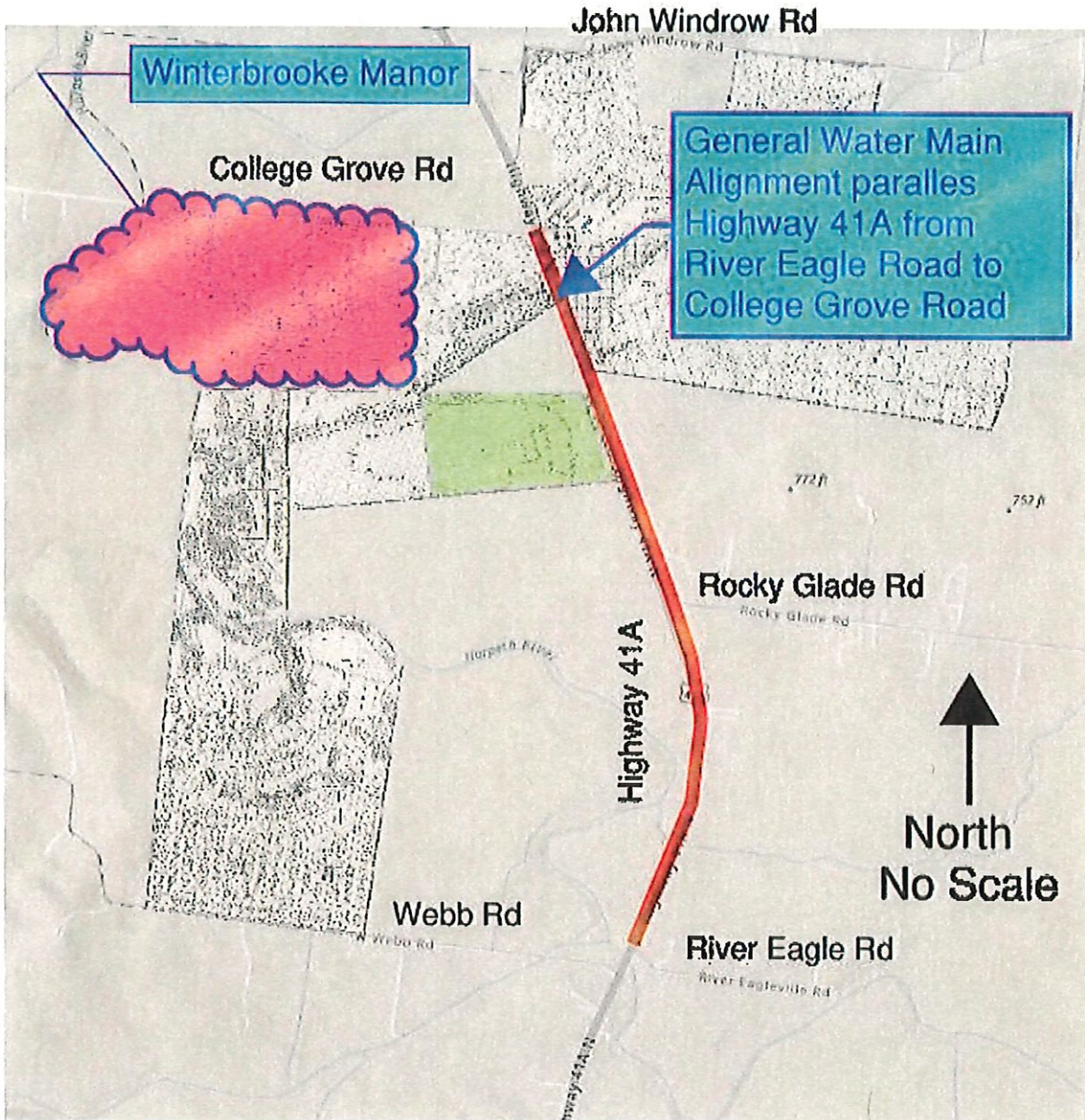


EXHIBIT "C"
ESTIMATED TOTAL PROJECT COST BREAKDOWN

ITEM#	DESCRIPTION	INITIAL ESTIMATE of Developer's Portion (based on 8.9% of Overall Total)
1	Construction Cost (7,400 feet of 12-inch pipe)	\$137,416
2	Engineering Cost (6% of construction cost)	\$8,245
3	Easement Cost (\$18.00 per foot of pipe)	\$11,855
4	Inspection Cost (\$7.50 per foot of pipe)	\$3,952
5	Subtotal	\$161,468
6	CUD Project Admin. Fee (5% of subtotal)	\$8,073
7	Total Project Cost	\$169,541

1st Invoice – issued upon execution of Agreement	25% of item 2	\$2,061.25
	25% of item 3	\$2,963.75
	20% of item 6	\$1,614.60
	Total Amount of Invoice	\$6,639.60

2nd Invoice – issued when Design and/or Easement Acquisition is >= 30% complete	25% of item 2	\$2,061.25
	25% of item 3	\$2,963.75
	20% of item 6	\$1,614.60
	Total Amount of Invoice	\$6,639.60

3rd Invoice – issued when Design and/or Easement Acquisition is >= 60% complete	25% of item 2	\$2,061.25
	25% of item 3	\$2,963.75
	20% of item 6	\$1,614.60
	Total Amount of Invoice	\$6,639.60

4th Invoice – issued when the construction plans are advertised to bid	10% of item 2	\$824.50
	10% of item 3	\$1,185.50
	20% of item 6	\$1,614.60
	Total Amount of Invoice	\$3,624.60

5th Invoice – issued upon bid opening and adjustments are made to the applicable items	100% of item 1	\$ per award of constr. contract
	Balance of item 2	\$ adjusted per item 1
	Balance of item 3	\$ adjusted per item 1
	100% of item 4	\$ adjusted per item 1
	Balance of item 6	\$ adjusted per item 1
	Total Amount of Invoice	\$ adjusted per all the above

6th Invoice – issued when construction is 100% complete and final adjustments are made to the applicable items	Balance of item 1	\$ adjusted per final contract cost
	Balance of item 2	\$ adjusted per final contract cost
	Balance of item 4	\$ adjusted per final contract cost
	Balance of item 6	\$ adjusted per final contract cost
	Total Amount of Invoice	\$ adjusted per final contract cost

ITEM 7a Turner Machine Site Plan Amendment

P.O. Box 68
108 South Main Street
Eagleville, TN 37060



6:30
Feb 3
(615) 274-2992
Fax (615) 274-2977

SITE PLAN APPLICATION

Applicant's Name: Jeffrey Turner

Address: 1169 S. Main Eagleville Phone No: 615-223-6500

Email: jturner@tmc-trailers.com

Name in Title Block: _____

Location/Address: _____

Tax Map: _____ Parcel No: _____ Acreage/Size of Tract: _____

FEMA Flood Map Yes Panel Number 47187CO485F/2006

Non-Residential Use: Religious Use: _____

Project Engineer/Surveyor _____ Fax: _____

Address: _____ Phone: _____

Zoning: I-1

Conditional Use Permit (if required): USE Approval of fence and paint color

Date Approved: _____

Copy of Conditional Use Permit submitted: 6" fence chain link with barbed wire on top

Copy of owner's deed submitted with the plat: _____

Deed Book _____ Page Number _____

FEE: ~~\$500.00~~ \$150 - other requests Paid _____ Receipt No. 081326 Date Submitted: 1-15-25

Signature of Applicant [Signature]

paid 1/15/25
[Signature]