



City of Franklin

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

Meeting Agenda

Capital Investment Committee

Thursday, April 24, 2025

3:30 PM

Williamson County
Auditorium

MEETING LOCATION

Williamson County Auditorium
1320 West Main Street

CALL TO ORDER

SETTING OF THE AGENDA

1. Consideration Of Changes In Agenda And Setting The Agenda
 - i. Discussion Of Removal Of Items From Consent/Changes Not Requiring A Vote
 - ii. Proposed Changes To The Agenda
 - iii. Approval Of Agenda As Submitted Or Changed

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board/Commission. If you would like to speak on an agenda item, the Chair will hold your comment until the public comment period associated with the item. As provided by law, Boards/Commissions shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator/Staff for administrative consideration, or to a schedule the matter for consideration at a later date. Those addressing the Board/Commission are requested to come to the microphone and identify themselves by name and address for the official record. The Chair may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

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

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes
March 27, 2025 Capital Investment Committee Meeting

NEW BUSINESS

3. Consideration To Deny Sewer Availability For 447 Franklin Road (Map 053, Parcel 03200)

Sponsors: Michelle Hatcher, Scott Andrews

4. Consideration Of Resolution 2025-28, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-Of-Way And/Or Easements For The Southeast Park Water Line (COF Project No. 2024-0105)

Sponsors: Michelle Hatcher, Todd Snackenber

5. Consideration Of DRAFT COF Contract No. 2025-0122, With Middle Tennessee Electric Membership Corporation, For An Easement Acquisition Utility Relocation Agreement For The Columbia Avenue Widening And Improvements Project (TDOT PIN 121454.00)

Sponsors: Paul Holzen, Jonathan Marston, William Banks

6. Consideration Of COF Contract No. 2025-0126, A Professional Services Agreement With Boozer And Company, P.C. For Right-Of-Way Appraisal Services On The Old Peytonsville Road & Long Lane Bridge & Connector - Minimum Build Project

Sponsors: Paul Holzen, Jonathan Marston, William Banks

7. Consideration Of COF Contract No. 2024-0072, With DRB Preservation Trust (The Preserve At Sheridan) For A Road Impact Fee Offset Agreement For An Amount Not To Exceed \$239,056

Sponsors: Paul Holzen, Jimmy Wiseman

8. Capital Projects Dashboard And Status Updates For April 2025

Sponsors: Paul Holzen, Jonathan Marston

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.



Meeting Minutes

Capital Investment Committee

Thursday, March 27, 2025

3:30 PM

Board Room

CALL TO ORDER

Chair Greg Caesar called the meeting to order at 03:30 PM

Board Members Present: Brandy Blanton, Matt Brown, Beverly Burger, Greg Caesar

Board Members Absent: None

Staff Present: Eric Stuckey, Mark Hilty, Cayce Anderson, Paul Holzen, Michelle Hatcher, Dillon Gaster

SETTING OF THE AGENDA

1. **Consideration Of Changes In Agenda And Setting The Agenda**
 - i. **Discussion Of Removal Of Items From Consent/Changes Not Requiring A Vote**
 - ii. **Proposed Changes To The Agenda**
 - iii. **Approval Of Agenda As Submitted Or Changed**

Sponsors:

A motion was made by Alderman Matt Brown, seconded by Alderman Brandy Blanton to Approve the Agenda as Submitted. The motion Passed 4-0.

CITIZEN COMMENTS (Open for citizens to be heard on any issue or concern, including those related to items on the agenda. Please submit a Speaker Card at the beginning of the meeting if you would like to address the Board/Commission. If you would like to speak on an agenda item, the Chair will hold your comment until the public comment period associated with the item. As provided by law, Boards/Commissions shall make no decisions or consideration of action of citizen comments for items not on the agenda, except to refer the matter to the City Administrator/Staff for administrative consideration, or to a schedule the matter for consideration at a later date. Those addressing the Board/Commission are requested to come to the microphone and identify themselves by name and address for the official record. The Chair may restrict the period for public comment, including the length of the public comment period, the number of individuals who can speak and the length of time each individual may speak. When time allows, the standard individual public comment time is two minutes.)

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.

APPROVAL OF MINUTES

2. **Consideration Of Approval Of Minutes**
February 27, 2025 Capital Investment Committee Meeting

Sponsors:

A motion was made by Alderman Brandy Blanton, seconded by Alderman Beverly Burger to Approve the Minutes. The motion Passed 4-0.

NEW BUSINESS

3. **Consideration To Grant Water Availability For 1827 Farmington Drive (Map 037, Parcel 01800)**

Sponsors: Michelle Hatcher, Scott Andrews

A motion was made by Alderman Brandy Blanton, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.

4. **Consideration To Grant Water Availability For 3033 Del Rio Pike (Map 051, Parcel 01400)**

Sponsors: Michelle Hatcher, Scott Andrews

A motion was made by Alderman Brandy Blanton, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.

5. **Consideration Of COF Contract No. 2025-0086, With Gresham Smith For The Water Treatment Plant Chemical Building Improvements At A Not To Exceed Cost Of \$205,000**

Sponsors: Michelle Hatcher

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.

6. **Consideration Of Ordinance 2025-07, An Ordinance To Reduce The Speed Limit On Liberty Pike From Mack Hatcher Parkway To Knoll Top Lane To Thirty-Five Miles Per Hour (35 MPH)**

Sponsors: Paul Holzen, Adam Moser

A motion was made by Alderman Brandy Blanton, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen.

An amendment was made by Alderman Beverly Burger, seconded by Alderman Brandy Blanton change the Ordinance as written to the speed limit on Liberty Pike from Mack Hatcher to the I-65 underpass to 35 MPH, continuing to leave the speed limit on Liberty Pike from the I-65 underpass to Knoll Top Lane at 40 MPH. The motion Passed 4-0.

The original motion, as amended, Passed 4-0.

7. **Consideration Of Amendment 3 To COF Contract No. 2019-0091, With CDM Smith, Inc. For The Robinson Lake Dam Rehabilitation At A Cost Increase Not To Exceed \$753,010**

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

A motion was made by Alderman Matt Brown, seconded by Alderman Brandy Blanton to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.

8. **Consideration Of Change Order 4 (Final Change Order) To COF Contract No. 2022-0116, With Stansell Electric Co, Inc For SR-96 (Murfreesboro Road) Traffic Signal Improvements (TDOT PIN 127913.00) For A Contract Increase Of \$4,533.12**

Sponsors: Paul Holzen, Adam Moser

A motion was made by Alderman Matt Brown, seconded by Alderman Beverly Burger to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.

9. **Consideration Of DRAFT Amendment 1 To COF Contract No. 2022-0221, With The Corradino Group, Inc. For The SR96 Traffic Signal Improvement Project At A Cost Increase Not To Exceed \$23,502.17**

Sponsors: Paul Holzen, Adam Moser

A motion was made by Alderman Beverly Burger, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.

10. **Consideration Of DRAFT COF Contract No. 2025-0095, With AI3, Inc. For Architectural Services For Salt/Brine Storage Facility For Streets Department**

Sponsors: Paul Holzen, Jerry Hatcher

A motion was made by Alderman Beverly Burger, seconded by Alderman Matt Brown to Recommend Approval to the Board of Mayor and Aldermen the Contract / Agreement. The motion Passed 4-0.

11. **Capital Projects Dashboard And Status Updates For March 2025**

Sponsors: Paul Holzen, Jonathan Marston

The item was acknowledged.

OTHER BUSINESS

ADJOURN

A motion was made by Alderman Brandy Blanton, seconded by Alderman Beverly Burger to Adjourn the Meeting. The motion Passed 4-0.

Meeting Adjourned @ 4:03 PM

Greg Caesar, Chair

Minutes Prepared by Cayce Anderson, Deputy City Recorder, City Administrator's Office - 3/28/25, 8:39 AM



File #: 21-0506

DATE: April 16, 2025
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

Consideration To Deny Sewer Availability For 447 Franklin Road (Map 053, Parcel 03200)

PURPOSE:

The purpose of this memo is to provide information to the Franklin Board of Mayor and Alderman (BOMA) concerning a recommendation for denial of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 2/28/2025.

SFUE's Requested: 1.

Domestic Water Meter Size(s): 3/4".

This property is located outside of the City limits, on Franklin Road near Mallory Station Road, across from the Legends Golf Course. No City of Franklin sanitary sewer is available today to which the property can connect. Farther north up Franklin Road is a low pressure sewer system that was approved to serve 459, 463 and 467 Franklin Road. This system was designed to serve more than those three parcels, including the property at 447 Franklin Road, but the system has not been extended to 447 Franklin Road at this time. The applicant requested denial in order to obtain a County permit to fix their failing septic system.

The Water Management Department spoke with Williamson County staff about this property and was made aware that sewage was on the ground at the residence and there was a neighbor with health concerns whose medical condition was being or could be exacerbated by the septic issue. As such, the Water Management Department granted a letter of denial for 447 Franklin Road as a one-time denial, stating that the applicant would be able to fix the septic system this time only, and would be required to extend City sewer in the future if/when the septic failed again. The applicant was encouraged to begin making preparations to extend the sanitary sewer in the future as another septic failure would make the home unlivable and further denial would not be extended.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the sewer availability for 447 Franklin Road be recommended to the Board of Mayor and Aldermen for denial.



HISTORIC
FRANKLIN
TENNESSEE

February 28, 2025

Mr. Michael Frasier
1513 Sunset Drive
Franklin, TN 37064

Subject: **SANITARY SEWER AVAILABILITY DENIAL**

ADDRESS: 447 Franklin Road
MAP & PARCEL(S): 053 --- 03200
COF # N/A
Domestic Water Meter Size(s): 3/4-inch (MVUD)

Dear Mr. Frasier,

The City of Franklin Water Management Department is denying sewer availability for the above referenced property. It is our understanding that your septic has failed and that, given various constraints (location of utilities in the front of the property, slopes on the back of the property, and lack of appropriate soil) a permanent repair to the septic system is not feasible or possible. As such, this letter of denial will be followed by an agreement between the City and yourself, in which you will be required to move forward with the necessary steps to extend and connect to the City sanitary sewer system.

Please note that this is a one-time denial. It is your responsibility to work towards getting the property on City sewer at the earliest opportunity at your expense. Should your septic system fail again in the future, the City will not permit further repairs on the system and you will be required to extend the public sewer to serve your property. If at such time the septic system fails again, if City sewer has not yet been extended to the property for connection, the home is subject to condemnation as uninhabitable until such time as it is connected to City sewer.

Please use this letter for your purposes of obtaining the necessary permits through the County to develop this property based on their requirements for a determination from the City of sewer availability.

Should you have any questions concerning this matter, please feel free to call.

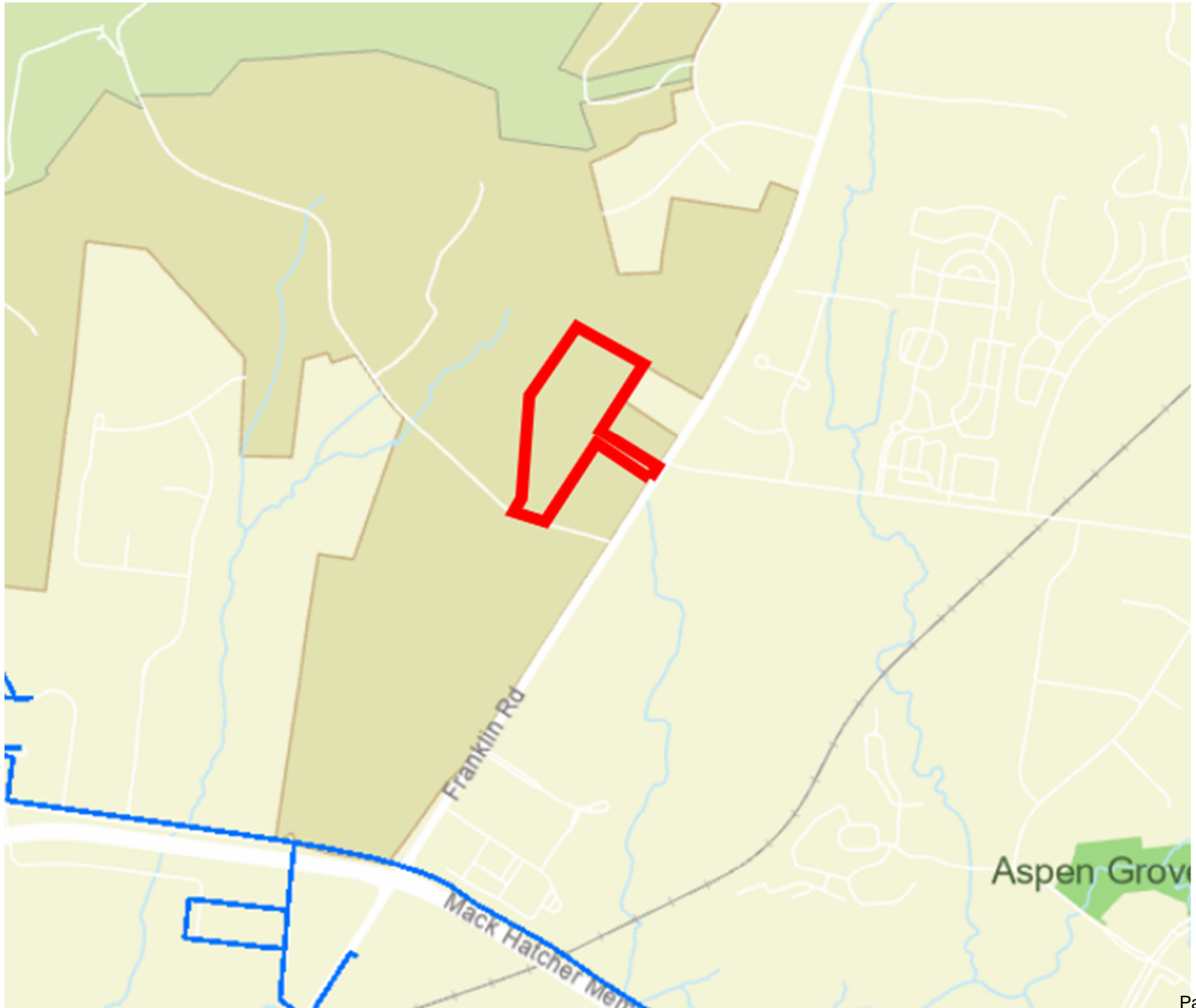
Sincerely,

A handwritten signature in blue ink that reads "Michelle Hatcher".

Michelle M. Hatcher, P.E.
Director of Water Management

cc: Eric Stuckey, City Administrator
Mark Hilty, Assistant City Administrator for Public Works
Jimmy Wiseman, P.E., Assistant Director of Engineering
Building & Neighborhood Services Department

LOCATOR MAP



LOCATOR MAP (Aerial view)



Neighborhood View





File #: 21-0380

DATE: March 26, 2025
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Todd Snackenber, Right of Way Agent

SUBJECT:

Consideration Of Resolution 2025-28, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-Of-Way And/Or Easements For The Southeast Park Water Line (COF Project No. 2024-0105)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Resolution No. 2025-28.

BACKGROUND/STAFF COMMENTS:

City of Franklin Resolution No.2025-28 is a Resolution for Condemnation for 4260 Long Lane. The City of Franklin is installing a water line across the referenced property to supply water for the Pearlene M. Bransford Complex.

FINANCIAL IMPACT:

The appraised cost of the easement acquisition area is \$230,200.00. This cost will be paid from GL 431-89120-52212.

RECOMMENDATION:

Staff recommends that Resolution 2025-28 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2025-28

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE AGREEMENTS AND THE USE OF CONDEMNATION, IF NECESSARY, TO ACQUIRE RIGHTS-OF-WAY AND/OR EASEMENTS FOR THE SOUTHEAST PARK WATER LINE (COF PROJECT NO. 2024-0105)

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (the “BOMA”) has determined that the construction of certain improvements within the City limits are necessary, suitable, and desirable for the public welfare; and

WHEREAS, these improvements are generally described as the installation of approximately 3500’ of water line to supply the Southeast Park Project.

WHEREAS, this project is vital to improve City of Franklin potable water infrastructure to safely serve the new Pearlene M. Bransford Complex.

WHEREAS, it will be necessary, in order to construct said improvements, for the City to obtain additional rights-of-way (“real property”) and easements (“real property interest”) from the owners of the properties listed on the attached Exhibit A; and

WHEREAS, the Board finds that it is in the best interests of the City of Franklin and for efficiency when acquiring rights-of-way and/or easements (“property acquisition”) for the Project to authorize the City Administrator to approve said property acquisition agreements on behalf of the BOMA; and

WHEREAS, the price to be paid for property acquisition shall be established by a qualified appraiser; and

WHEREAS, it has been general practice by the City, and by the Tennessee Department of Transportation (“TDOT”) on which this City practice is based, to allow the staff performing the acquisition negotiations the ability to increase the offer by up to an additional ten percent (10%) or Ten Thousand Dollars (\$10,000.00), whichever amount is greater, in an effort to successfully close the acquisition negotiations; and

WHEREAS, the BOMA expressly finds that the City has the power of eminent domain for public purposes, including but not limited to, extending water, sewer, and stormwater infrastructure (*See T.C.A. § 29-17-301, et. seq.*) and to acquire easements and/or rights-of-way necessary for proper completion of the said improvements, and that the acquisition of such easements and/or rights-of-way is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

WHEREAS, the BOMA believes that the removal of certain contracts and purchases from the Board’s agenda provides for more expedient conduct of City business; and

WHEREAS, all property acquisitions shall be reported to the BOMA as items approved by the City Administrator on behalf of the Board.

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

SECTION I. The City Administrator, the City Engineer, and the City Attorney are authorized to obtain the necessary rights-of-way, permanent easements, and/or temporary easements on and/or across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and/or easements, so long as such amounts are reasonable and supported by a qualified appraisal.

SECTION II. In an effort to avoid the condemnation process and to complete the property acquisition process as efficiently as possible, the City Administrator or his designee is authorized to increase the purchase price offer above appraised value by up to ten percent (10%) or Ten Thousand Dollars (\$10,000), whichever is greater.

SECTION III. If an in impasse is reached during negotiations with a property owner and condemnation is the only alternative, then the City Attorney is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Administrator, the City Attorney, and the City Engineer are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable and supported by a qualified appraisal.

SECTION IV. All land acquisitions completed under the authority granted by this resolution shall be reported to the Board of Mayor and Aldermen.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

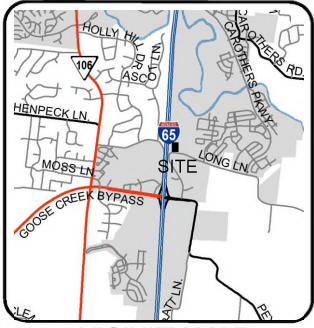
By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
William E. Squires
Assistant City Attorney

RESOLUTION 2022-33
EXHIBIT A

TRACT NUMBER	TAX MAP NUMBER	PARCEL NUMBER
1	078G	02600
2	078G	02500



VICINITY MAP
NOT TO SCALE

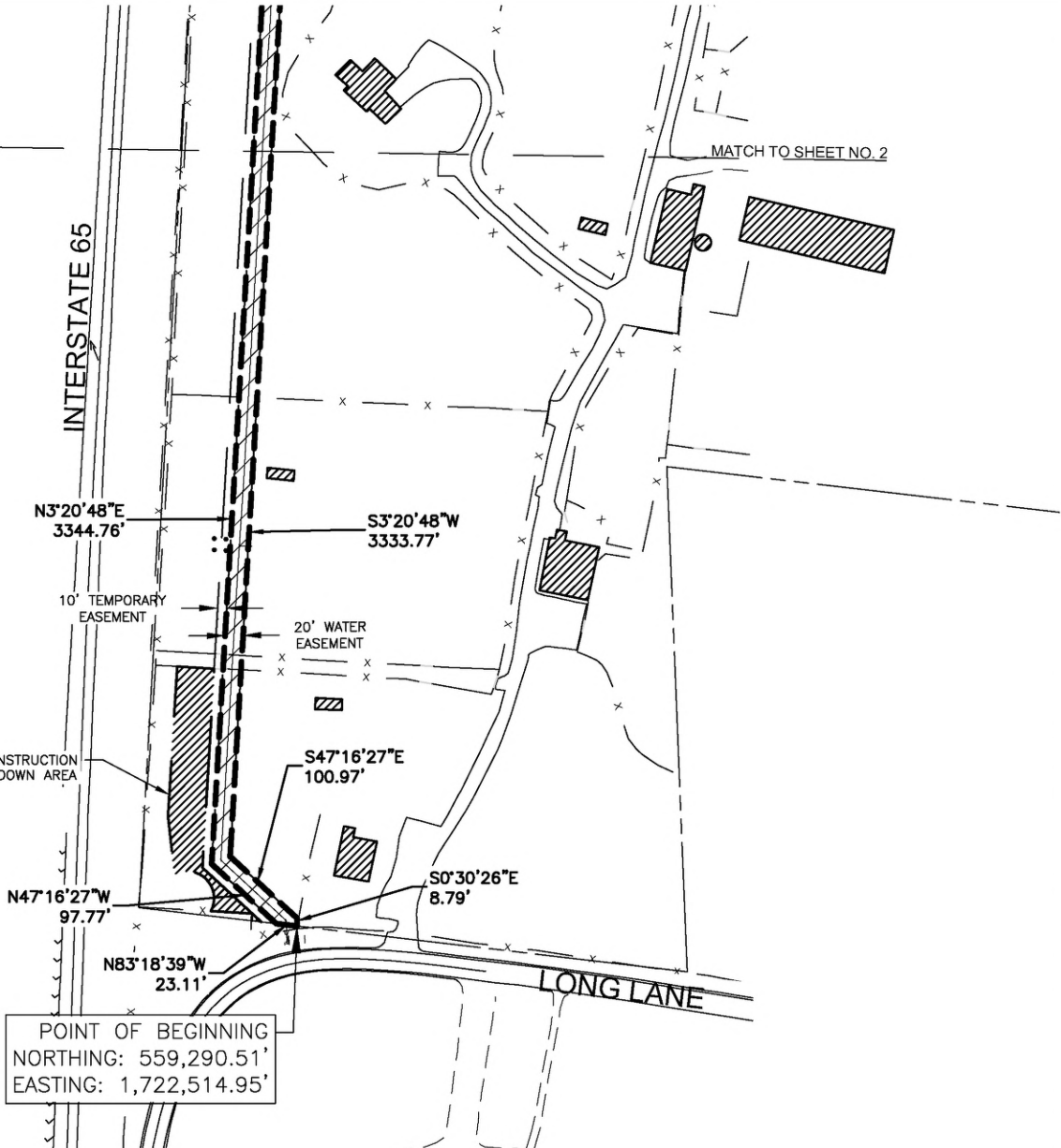
GENERAL NOTES

1. THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED 20' WATER EASEMENT AND 10' TEMPORARY EASEMENT.
2. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM NAD83(2011).

LEGEND

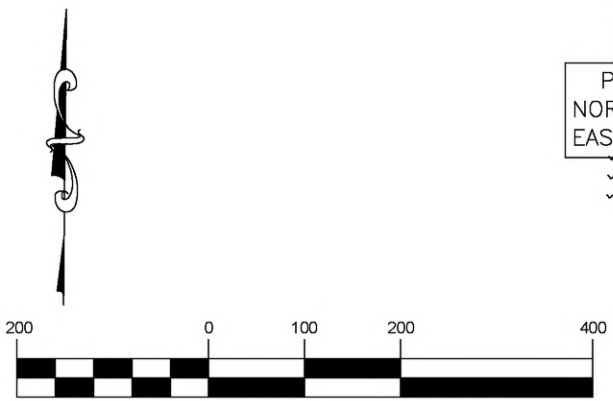
- PROPOSED 20' WATER EASEMENT
- TEMPORARY CONSTRUCTION LAYDOWN AREA

TEMPORARY CONSTRUCTION LAYDOWN AREA



POINT OF BEGINNING
NORTHING: 559,290.51'
EASTING: 1,722,514.95'

MATCH TO SHEET NO. 2



GRAPHIC SCALE: 1" = 200'

108 Beasley Drive
Franklin, TN
37064
615.794.2275



WATER EASEMENT EXHIBIT

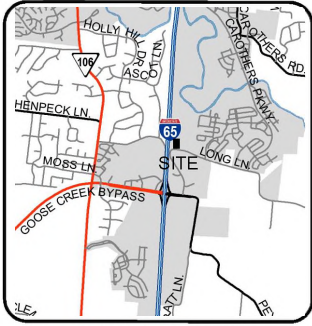
MAP 106, PARCEL 185
4260 LONG LANE - FRANKLIN
WILLIAMSON COUNTY, TN
FOR: BASKIN INVESTMENTS, LLC.

EXHIBIT

DRAWN BY: CSS
APPVD. BY: SAM
DATE: 03-19-2025
PROJ. No.: 24-2220
SCALE: 1" = 200'

SHEET No.

1 OF 3



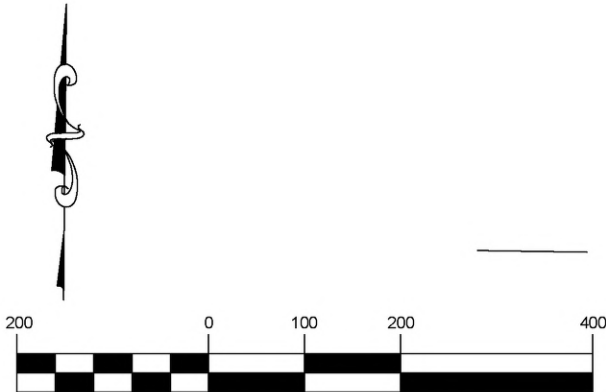
VICINITY MAP
NOT TO SCALE

GENERAL NOTES

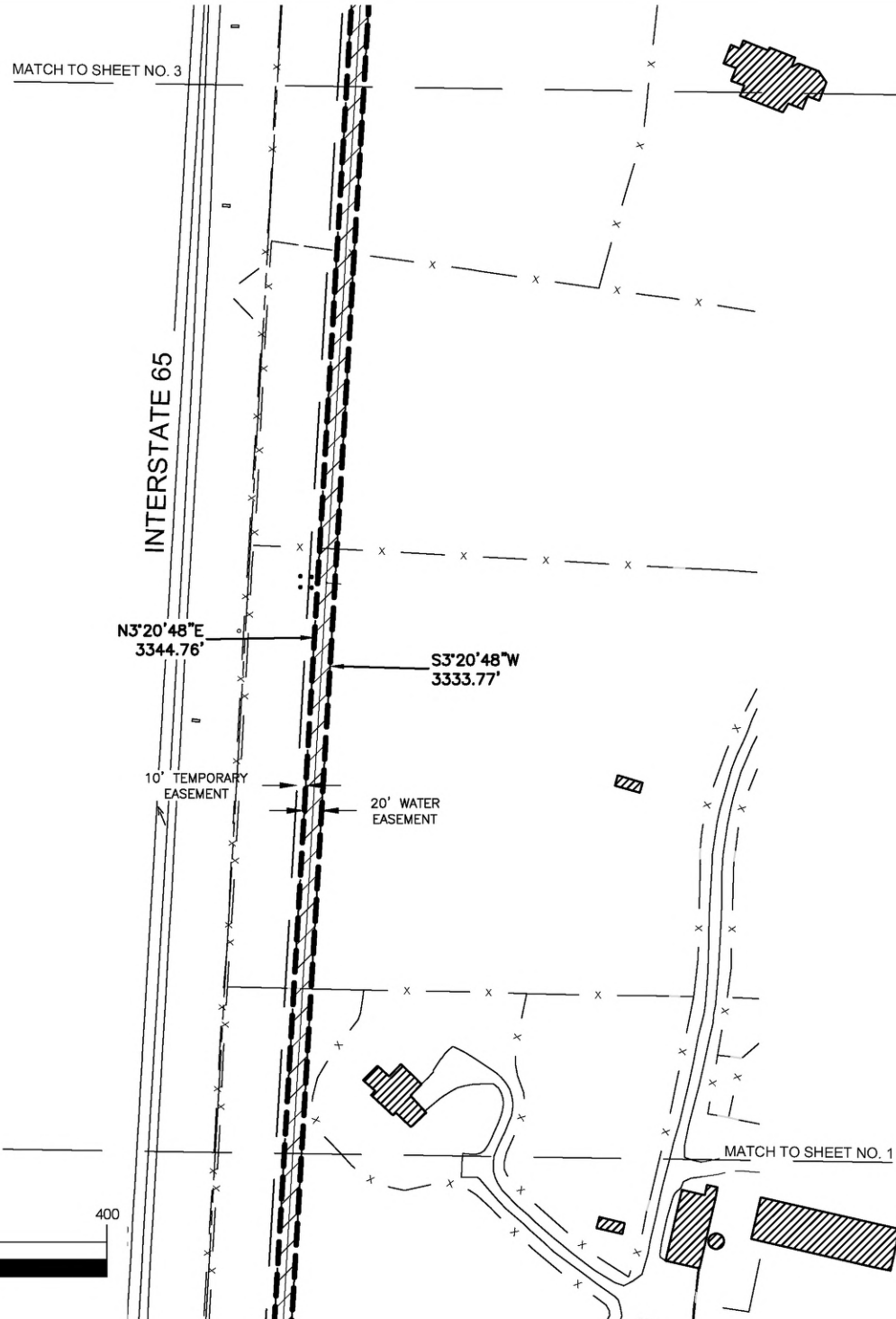
1. THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED 20' WATER EASEMENT AND 10' TEMPORARY EASEMENT.
2. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM NAD83(2011).

LEGEND

- PROPOSED 20' WATER EASEMENT
- TEMPORARY CONSTRUCTION LAYDOWN AREA



GRAPHIC SCALE: 1" = 200'



108 Beasley Drive
Franklin, TN
37064
615.794.2275



WATER EASEMENT EXHIBIT

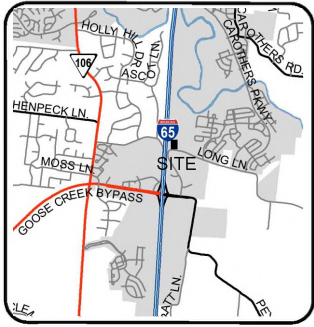
MAP 106, PARCEL 185
4260 LONG LANE - FRANKLIN
WILLIAMSON COUNTY, TN
FOR: BASKIN INVESTMENTS, LLC.

EXHIBIT

DRAWN BY: CSS
APPVD. BY: SAM
DATE: 03-18-2025
PROJ. No.: 24-2220
SCALE: 1" = 200'

SHEET No.

2 OF 3


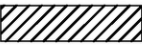


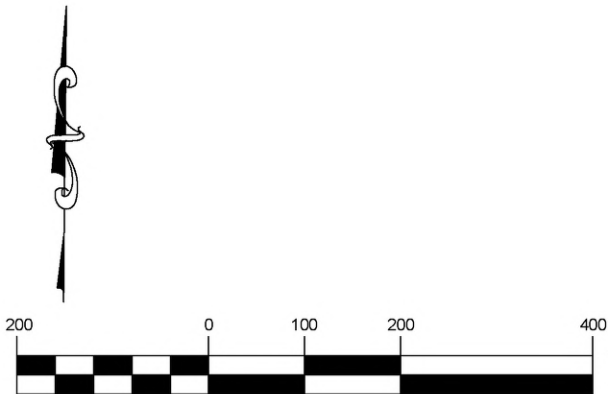
VICINITY MAP
NOT TO SCALE

GENERAL NOTES

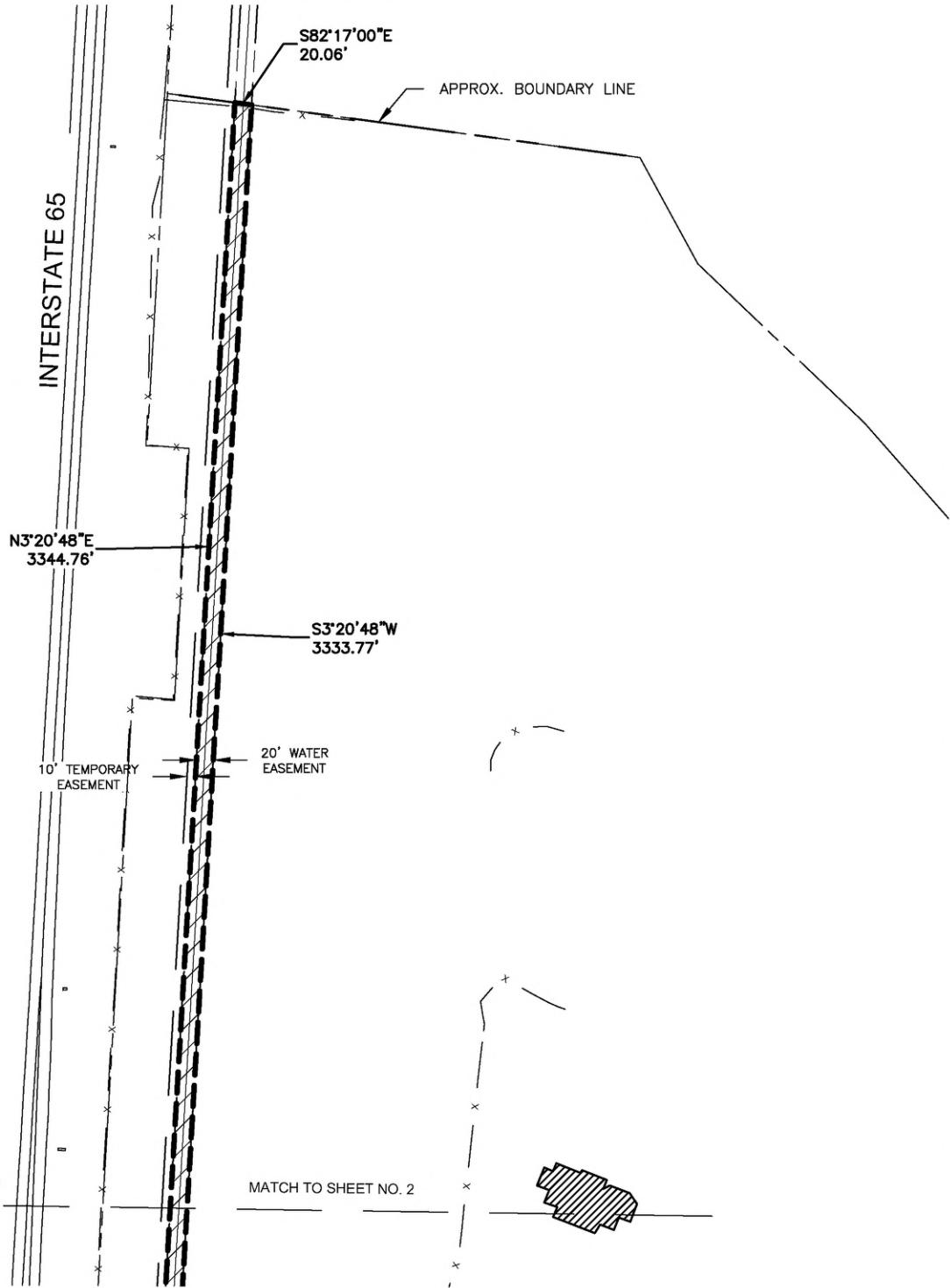
1. THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED 20' WATER EASEMENT AND 10' TEMPORARY EASEMENT.
2. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM NAD83(2011).

LEGEND

-  PROPOSED 20' WATER EASEMENT
-  TEMPORARY CONSTRUCTION LAYDOWN AREA



GRAPHIC SCALE: 1" = 200'



108 Beasley Drive
Franklin, TN
37064
615.794.2275



WATER EASEMENT EXHIBIT

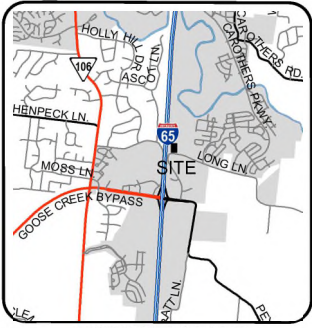
MAP 106, PARCEL 185
4260 LONG LANE - FRANKLIN
WILLIAMSON COUNTY, TN
FOR: BASKIN INVESTMENTS, LLC.

EXHIBIT

DRAWN BY: CSS
APPVD. BY: SAM
DATE: 03-18-2025
PROJ. No.: 24-2220
SCALE: 1" = 200'

SHEET No.

3 OF 3

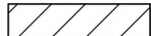



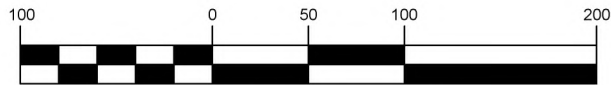
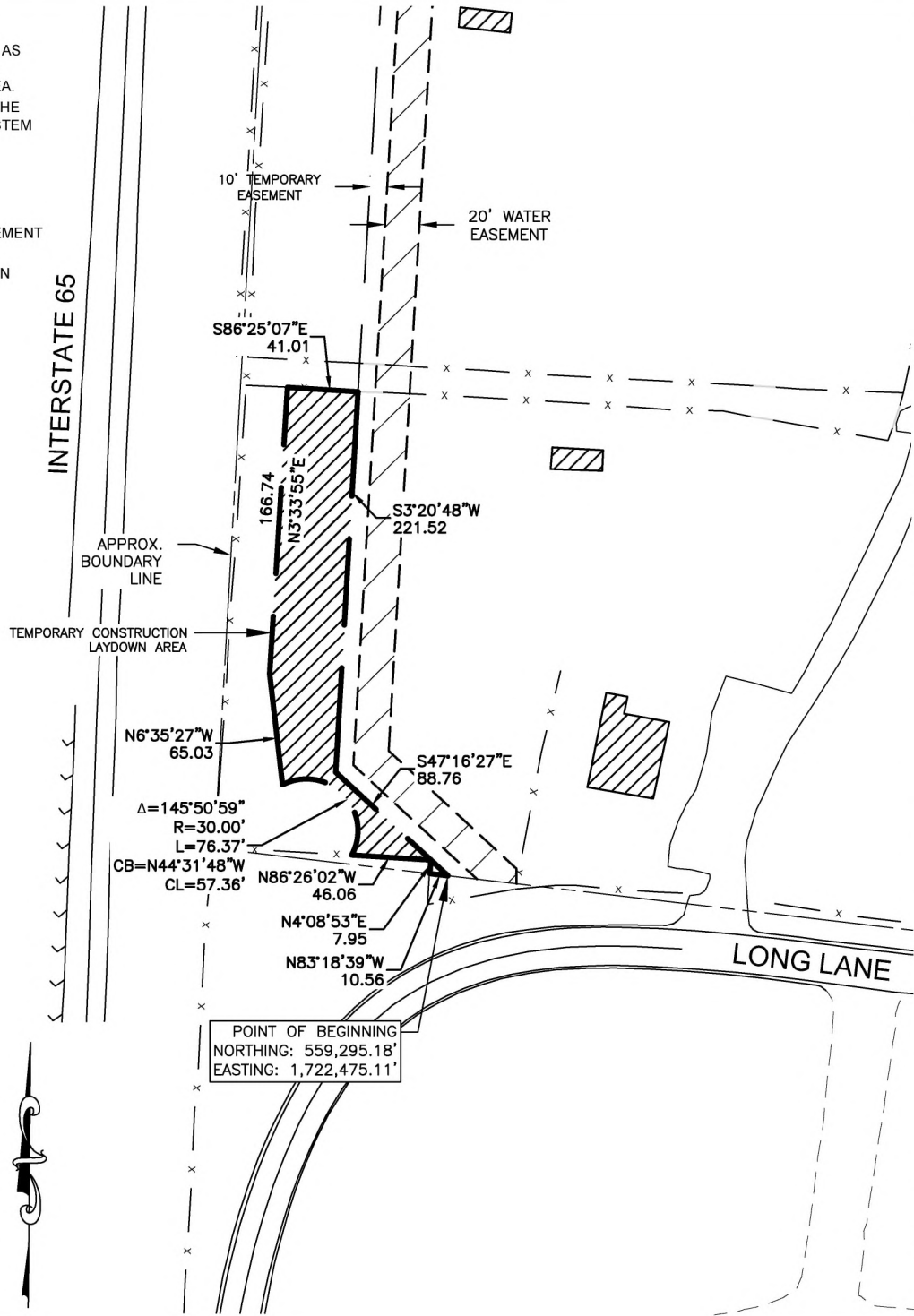
VICINITY MAP
NOT TO SCALE

GENERAL NOTES

1. THIS IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820.03-7. PROPOSED TEMPORARY CONSTRUCTION LAYDOWN AREA.
2. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM NAD83(2011).

LEGEND

-  PROPOSED 20' WATER EASEMENT
-  TEMPORARY CONSTRUCTION LAYDOWN AREA



GRAPHIC SCALE: 1" = 100'

108 Beasley Drive
Franklin, TN
37064
615.794.2275



TEMPORARY CONSTRUCTION LAYDOWN EXHIBIT
MAP 106, PARCEL 185
4260 LONG LANE - FRANKLIN
WILLIAMSON COUNTY, TN
FOR: BASKIN INVESTMENTS, LLC.

EXHIBIT

DRAWN BY: CSS
APPVD. BY: SAM
DATE: 03-19-2025
PROJ. No.: 24-2220
SCALE: 1" = 100'

SHEET No.

1 OF 1

The Purpose of this Appraisal is to Estimate the Fair Market Value for Permanent Utility Easement

1. Property Owner: Baskin Investments, LLC

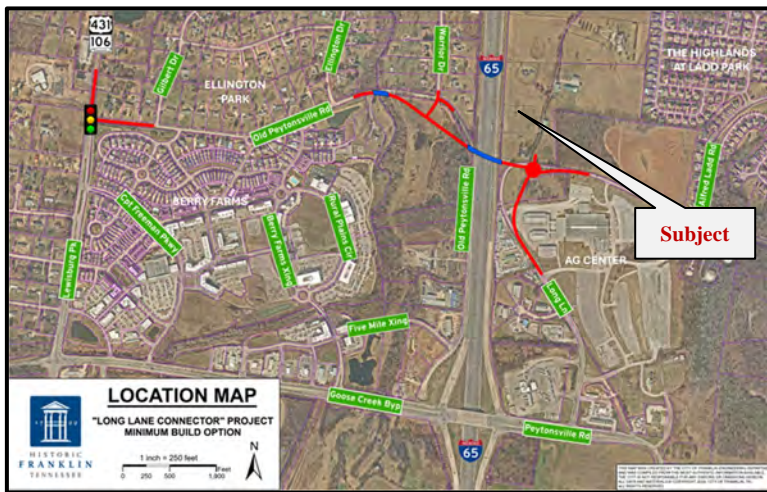
Address and/or Location of Subject: 4260 Long Lane
Franklin, Williamson County, TN 37064

Tax Map No. 106-185.03

Legal: See Deed Book 8221, Page 714 (ROWCT)

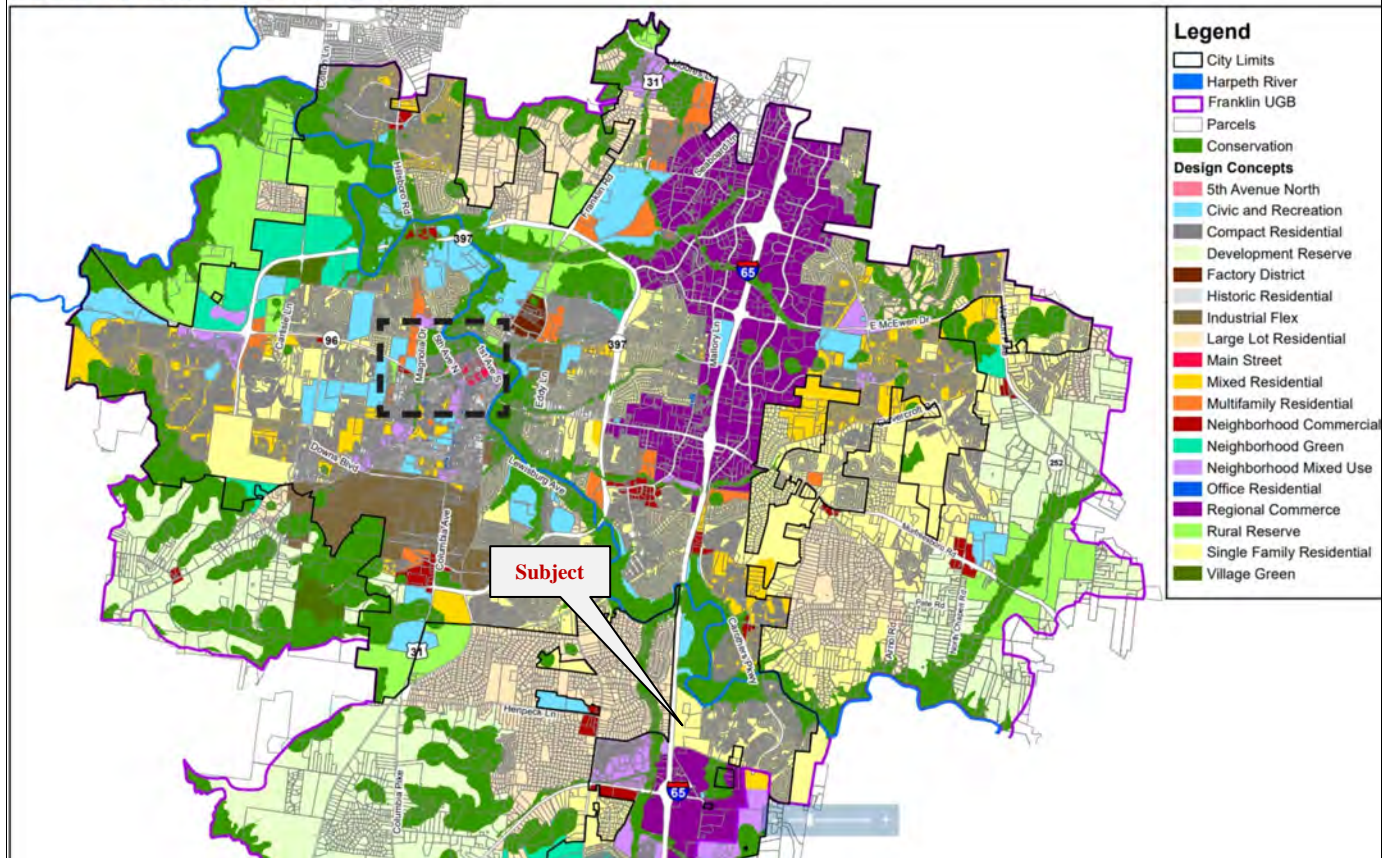
2. Detail Description of Entire Tract: The subject property includes a ±74.82-acre tract along the north side of Long Lane and east side of Interstate 65, a short distance west of Carothers Parkway in Franklin, Williamson County, Tennessee. The subject is identified as Parcel 185.03 on Tax Map 106, with a census tract code of 510.02, and a street address of 4260 Long Lane, Franklin, TN 37064. The subject tract is irregular in shape and includes 661' of frontage along the north side of Long Lane and ±3,610' of frontage along the east side of I-65 and is accessible from a private drive along Long Lane. An existing 50'-wide TVA distribution line easement extends along the entirety of the I-65 frontage. The property exhibits mostly cleared, sloping to gently rolling terrain and the Harpeth River forms the northern boundary of the tract with 1,990' of frontage resulting in a small portion of the property falling within the 100 and 500-year floodplain. The majority of the property is vacant although tax records indicate two older single-family residences are on the property, including a ±1,710 square foot home constructed in 1928 and a ±2,294 square foot home built in 1952. Several ancillary structures are also located throughout the land. Due to their location, none of the existing improvements are affected by the proposed water line easement or temporary construction easement. The Highlands at Ladd Park subdivision forms the subject property's eastern boundary and the Williamson County AG Expo Park is directly south across Long Lane. All utilities are available and connected to the property to facilitate residential development.

The subject property is a short distance north of the Old Peytonsville Road and Long Lane Bridge & Connector project. The primary purpose of this project planned by the City of Franklin is to provide additional east-west connectivity over Interstate 65 in the Goose Creek area, though it will not provide direct access to I-65. This \$28.2M project will finish construction of the bridge to connect Old Peytonsville Road with Long Lane allowing for traffic to cross I-65 without having to use Goose Creek By-Pass or Highway 96. The improved sections of Old Peytonsville Road and Long Lane will generally feature two or three full 12-foot lanes, with the third lane a two-way left turn lane or a dedicated left turn lane. The roadway design will include pavement width to accommodate future bike lanes, curb-and-gutter drainage, some sidewalks, street lighting, and a traffic signal at the intersection of Lewisburg Pike and Old Peytonsville Road. A roundabout is proposed along the subject's frontage, and will replace the existing private driveway for access to the subject.



According to the City of Franklin interactive zoning map, the subject property is currently within the AG (Agricultural) zoning district, which is primarily intended for farming and associated uses and single-family homes on significant acreage, and open space to maintain the character of rural areas. The subject land is within the single-family residential district based on the Envision Franklin Design Concept, shown below:

FIGURE 4.1: DESIGN CONCEPTS MAP



Due to the area’s distance from downtown Franklin and large tracts of vacant and agricultural land, the neighborhood has historically been considered semi-rural in nature and is estimated to be 60% built up at this time. However, the City of Franklin has annexed large portions of the neighborhood and approved large-scale mixed-use developments including Ladd Park, Berry Farms, Stream Valley, and Reams-Fleming at Berry Farms. The Five Mile Sewer Project extended public sanitary sewer service south along Interstate 65 into the neighborhood and has allowed higher density single-family development as well as approval for multi-family apartments and large-scale commercial retail and office projects. Existing commercial uses, primarily highway-service related in nature, are concentrated along the Goose Creek Bypass near the I-65 interchange, but significant new commercial development is approved for the neighborhood.

Influential Residential Development:

Williamson County is a sought-after location for residential development. It benefits from an office market boasting over 40 corporate headquarters, quality housing, high income levels and top-ranked schools. Examples of nearby influential developments include:

Reams-Fleming at Berry Farms is a 176-acre mixed-use project that will contain 1.3 million SF of Class A office space, 850,000 SF of retail space, and 400 multi-family units. To date, the Reams-Fleming at Berry Farms development contains completed office campuses for Ramsey Solutions and Aetna Life Insurance, with Educational Media Foundation (EMF)

constructing an office headquarters and worship center, which will also include a radio broadcast facility.

Berry Farms is a 608-acre mixed-use development located in the immediate vicinity of the I-65/Goose Creek By-Pass interchange that is approved for ±3.1 million square feet of office space, ±1.8 million SF of retail space and ±1,146 residential units. Located on ±228 acres situated immediately west of the interstate is the Town Center at Berry Farms, which was the first component of this project to be developed and will contain ±550,000 SF of retail, ±585,000 SF of office, ±368 multifamily residential apartment units and ±278 single-family residential units. Additional phases of Berry Farms include Chadwell at Berry Farms, approved for office, retail and residential, and Reams-Fleming at Berry Farms, approved for office, retail, civic and multifamily. Berry Farms residential is within the PD, Planned District.

Stream Valley is a 345-acre master-planned mixed-use subdivision in the southwest quadrant of the Interstate 65/Goose Creek Bypass interchange, south of Berry Farms. The development includes 800± single family lots surrounded by open space amounting to 45% of the land area and is approved for 290,000 SF of office and 10,000 SF of retail. National homebuilder Ryan Homes bought rights to all of the development’s remaining lots in 2012, triggering an increase in home sales. Stream Valley is within the PD, Planned District.

Highlands at Ladd Park is a 616.5-acre residential development on the north side of Long Lane in the northeast quadrant of the Interstate 65/Goose Creek Bypass interchange. The project is entitled for 1,046 single family lots, producing an overall density of 1.7 units per acre. Ladd Park is within the PD, Planned District.

Lockwood Glen is a 221-acre subdivision along Carothers Parkway South in the northeast quadrant of the I-65/Goose Creek Bypass interchange. The development is approved for 624 dwelling units including 384 single family homes and 240 townhomes, producing an overall density of 2.8 units per acre. Lockwood Glen is within the PD, Planned District.

Simmons Ridge is an 88.6-acre residential development along Carothers Parkway South in Franklin. The development is approved for 402 dwelling units including 57 single family homes and 345 townhomes, producing an overall density of 4.53 units per acre. Simmons Ridge is within the RX, Residential Variety zoning district.

Waters Edge is a 195.5-acre mixed-use residential subdivision along the Carothers Parkway South in the northeast quadrant of the I-65/Goose Creek Bypass interchange. The development is approved for 373 dwelling units including 241 single family homes and 132 townhomes. Waters Edge is within the PD, Planned District.

Southvale is along the east side of Lewisburg Pike, just south of Goose Creek Pike and west of I-65, in the southern part of Franklin, Williamson County. Southvale will contain 330 lots capable of supporting 504 residential units on ±244.76 acres, indicating an overall gross density of 2.06 units per acre. Infrastructure features asphalt streets, concrete curbs and gutters, underground utilities, and a landscaped stone monument entrance. Community amenities consist of a clubhouse, swimming pool, amenity center, neighborhood park and greenway trails. Southvale is within the PD, Planned District.

Colletta Park is a planned 199-lot single-family upscale community on 198.90 acres along the south side of Highway 96, just east of Carothers Parkway and Interstate 65 in Franklin, Williamson County. The development will be designed to highlight a picturesque streetscape including timeless architecture, open space, forested areas, hillsides, and tree rows connecting the community’s natural amenities with a neighborhood amenity center. Finished homes on the Avenue style lots are projected to begin at \$1.8M and on the Manor lots at \$2.5M. Colletta Park is within the PD, Planned District.

- 3. **Is Subject in a FEMA Flood Hazard Area?** Yes No FEMA Map/Zone No. 47187C-0355G - 12/20/24
- 4. **Interest Acquired:** Fee Utility Esmt. Slope Esmt. Const. Esmt.
- 5. **Acquisition:** Partial

Project Southeast Park Water Line Design County Williamson
 Tract Identification: Baskin Investments, LLC Name of Appraiser Ted A. Boozer, MAI

6. Description of Land Acquired:

Permanent Utility Easement: A 20’-wide water line easement is proposed along the western boundary of the subject tract, alongside the Interstate 65 frontage and adjacent to the existing TVA distribution line easement. This water line easement will be purchased for the construction of a 12” DIP water main line. The dimensions of the proposed easement are 3,434.74 in length and varies from 8.79’ to 20.06’ in width and will contain 68,878 SF (1.58 acres). The easement site is an unimproved area of pastureland.

Temporary Construction Easement: The proposed temporary construction easement contains a total of ±44,477 SF (1.02 acres) and includes staging (laydown) areas. The proposed temporary construction easement extends ±10.0’ on the west side and running parallel of the proposed PUE, and the laydown area is in the southwest corner of the site. This area will be used for traffic control, materials storage, erosion control and a work zone during construction process, estimated at three (3) years. The TCE and laydown area is an unimproved area of pastureland, which will be replaced in like-kind as part of this project.

Site Improvements: Any fencing or other improvements disturbed during construction will be repaired/replaced with like-kind materials by the City of Franklin at no cost to the owner. In addition, livestock is present on the property and temporary fencing will be installed and removed during and after construction by the City of Franklin at no cost to the property owner.

7. Sales of Subject: (Show all recorded sales of subject in past five yrs; show last sale, if no sale occurred in last five years)

Date of Sale	Grantor	Grantee	Book/ Page	Verified Consideration	How Sale Verified
9/14/2020	Sadie T. Baskin	Trustees of the Baskin Investment Trust	8221/710	\$0	Quit Claim Deed, Public Records
9/14/2020	Trustees of the Baskin Investment Trust	Baskin Investments, LLC	8221/714	\$0	Quit Claim Deed, Public Records
Existing Use	Zoning	Utilities Available	Off-Site Improvements	Area Lot or Acreage	
Agricultural	AG (Agricultural)	Electric, Water, Sewer, Telephone, Cable TV	Long Lane/Interstate 65/ Carothers Parkway	74.82 acres	

8. Highest and Best Use:

Highest and Best Use is defined by the Appraisal Institute as: *“The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”* (Page 88, The Dictionary of Real Estate Appraisal, Seventh Edition).

The definition indicates that there are two types of highest and best use. The first type is highest and best use of land or a site as though vacant. The second is highest and best use of a property as improved. Each type requires a separate analysis. Moreover, in each case, the existing use may or may not be different from the site's highest and best use. The highest and best use of an improved property will only be for another use when the value of the land as if vacant exceeds the value of the property as improved plus demolition costs. The highest and best use of the subject property, “as though vacant,” is analyzed as follows.

Project Southeast Park Water Line Design County Williamson
 Tract Identification: Baskin Investments, LLC Name of Appraiser Ted A. Boozer, MAI

Legally Permissible

The subject has a base zoning district of AG, Agricultural, which is primarily intended for farming and associated uses and single-family homes on significant acreage. However, the subject land is within the single-family residential district based on the Envision Franklin Design Concept. Consequently, based on the Envision Franklin Design, along with the development of residential subdivisions in the immediate area of the subject detailed previously in this report, a low to medium-density residential zoning is highly likely. Consequently, it has been concluded that the subject site would be approved for medium density residential use within the (PD) Planned Development zoning district or similar type residential zoning and deemed legally permissible.

Physically Possible

The subject property includes a 74.82-acre tract on the north side of Long Lane and the east side of Interstate 65, just west of Carothers Parkway in Franklin, Williamson County, TN. The subject property’s physical characteristics including location, size, visibility, traffic count, topography, access, utilities, soils, etc. appear to be suitable and adequate for the assumed legally permitted residential utilization. The existing TVA distribution line easement and the area in the northern portion of the subject encumbered by the Floodway of the Harpeth River can be used for open space and density calculations.

Financially Feasible

Based on current economic conditions present within the Franklin and Williamson County market, residential development on the subject tract would represent a financially feasible use of the property.

Maximally Productive

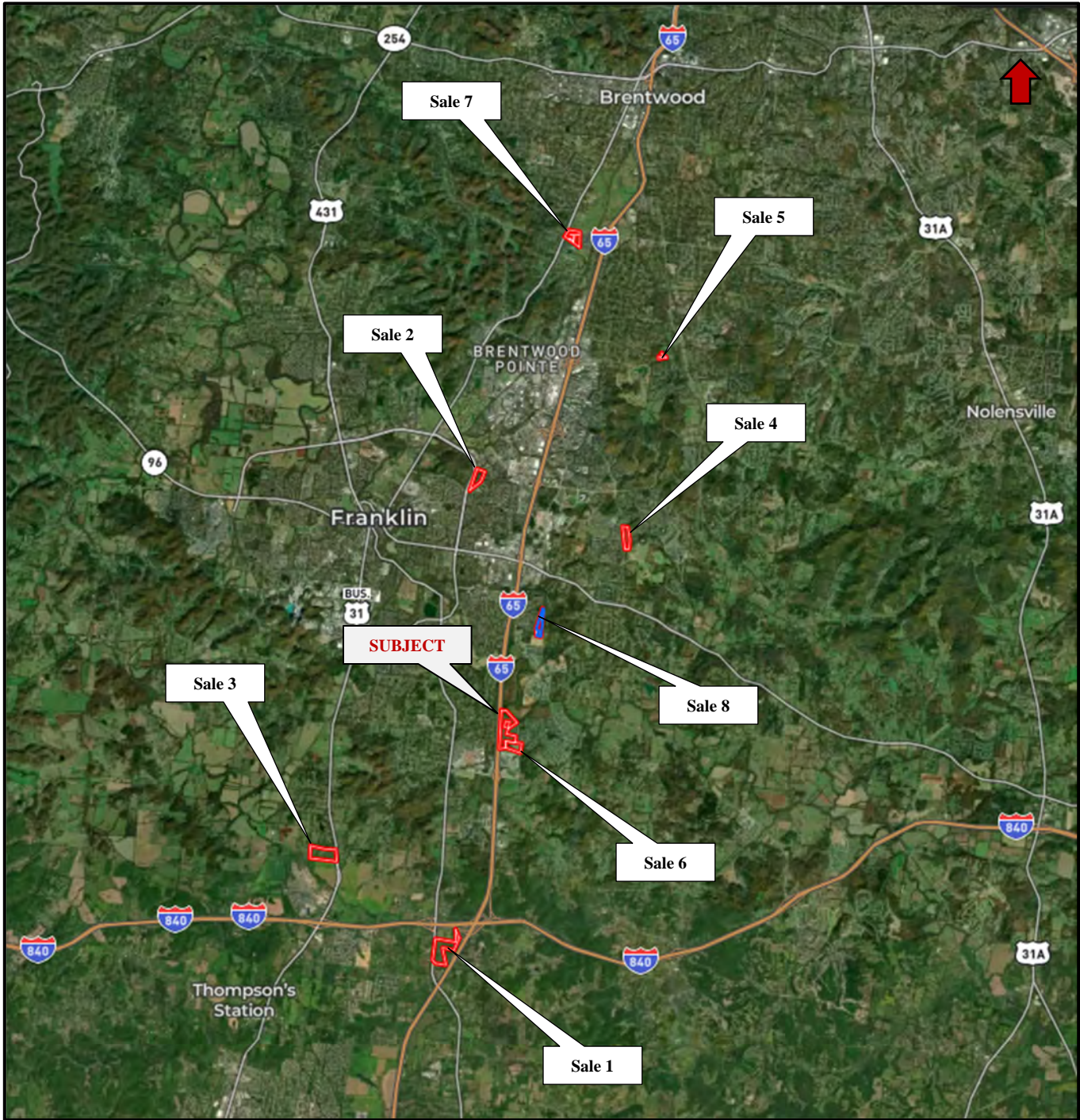
The reasonably probable and legal use of the subject property, which is physically possible, financially feasible, and maximizes the property’s development potential by producing the highest value, would be some type of medium density residential utilization. The most probable buyer is a residential developer and/or land speculator. The timing is current as of the effective date of April 8, 2025.

9. **Valuation – The Sales Comparison Approach:** The Sales Comparison Approach is " *The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison.*" (The Dictionary of Real Estate Appraisal, 7th Edition).

The sales comparison approach relies on the principle of substitution, which implies that a prudent person will not pay more to buy a property than it will cost to buy a comparable substitute property. The subject is a 74.82-acre tract along the north side of Long Lane and the east side of Interstate 65, just west of Carothers Parkway, in Franklin, Williamson County, TN. The following sales were identified from the local market as the best comparables relative to the subject property.

Project Southeast Park Water Line Design County Williamson
Tract Identification: Baskin Investments, LLC Name of Appraiser Ted A. Boozer, MAI

LAND SALES MAP



Project Southeast Park Water Line Design County Williamson
Tract Identification: Baskin Investments, LLC Name of Appraiser Ted A. Boozer, MAI

Summary of Closed Land Sales

#	Date Bk/Pg	Map/Parcel Zone	Property Address	Size-Ac	Sale Price	\$/Acre
1	12/19/2024 9632/266	145/27 CC	1733 Lewisburg Pike Thompson Station, TN	100.42	\$15,000,000	\$149,373
2	11/21/2024 9613/212	62/3.00 R-2	565 Jordan Road Franklin, TN	28.26	\$4,600,000	\$162,774
3	11/1/2024 9604/255	118/9.02 T2	4339 Columbia Pike Thompson Station, TN	63.39	\$12,598,859	\$198,752
4	5/12/2023 9252/920	80/6.02 PD	4080 Clovercroft Road Franklin, TN	29.48	\$6,005,000	\$203,697
5	4/19/2023 9236/520	54/35 OSRD	8318 Moore's Lane Brentwood, TN	28.90	\$8,500,000	\$294,118
6	11/16/2022 9147/436	106/184.02 AG	Long Lane Franklin, TN	23.178	\$3,500,000	\$151,005
7	1/28/2022 8894/711	28/47 p/o OSRD	7015 Concord Road Brentwood, TN	27.98	\$5,882,360	\$210,234
8	8/27/2021 8722/969	89/30 & 30.01 PD	4340 Carothers Parkway Franklin, TN	22.30	\$5,825,000	\$261,211
Average Indications				40.49	\$3,350,817	\$203,895

Comparative Analysis

The eight land sales identified above are all within an 8.5-mile radius of the subject property and represent similar land sales featuring similar highest and best use characteristics as compared to the subject property. The comparables range in size from ±22.30 to ±100.42 acres, and range in unit price from \$149,373 to \$294,118 per acre, with an average of \$203,895/acre and median of \$201,225/acre.

Typically in this region, residential development land is valued based on either the price per acre or price per lot unit of measurement. For the purposes of this analysis, I have used the price per acre as the appropriate unit of measurement in this valuation.

The sales were compared to the subject based on property rights conveyed, financing, sale conditions, market conditions, and physical characteristics. To the best of my knowledge, all the sales represented arms-length transactions, which included the fee simple estate property rights. In addition, all of the sales were cash to seller conveyances, whereby financing was not a factor in the sales price. All eight closed sales have taken place over the last four years and are indicative of current market conditions. It should be noted that Sale 6 prior to the transaction in November 2022 was under contract to a prominent developer for \$5,000,000 (\$215,722/acre) who intended to improve the tract with build-to-rent properties. After not being able to obtain entitlements for the property from the City of Franklin,

Project **Southeast Park Water Line Design** County **Williamson**
 Tract Identification: **Baskin Investments, LLC** Name of Appraiser **Ted A. Boozer, MAI**

the contract with the developer was voided and the tract was placed under contract to Baskin Investments, LLC (adjoining property owner), who agreed to an all-cash transaction to close within 30 days and with no contingencies for \$3,500,000 (\$151,005/acre). Overall, all eight sales are good indicators of value for development land in the vicinity of the subject tract.

Qualitative Analysis: Although not enough data exists to form reliable quantitative adjustments to the sales, differences between the subject and comparables will be discussed and considered on a qualitative basis. Sale 1 has a Community Commercial (CC) zoning, which allows for mixed-use developments and is viewed as somewhat similar to the subject in this regard. The remaining sales each have residential type zonings and share similar highest and best use characteristics as compared to the subject tract. In addition, the sales ranged in size from ±22.30 to ±100.42 acres, a range that includes the ±74.82-acre subject property. An inverse correlation between size and unit price is common, although the data did not definitively support this trend. Each comparable sale is compared to the subject property in analysis below.

Sale 1 is the transfer of two contiguous tracts containing ±100.42 acres at the southwest quadrant of Interstate 840 and Interstate 65, and along the east side of Lewisburg Pike in Thompson’s Station, Williamson County, suggesting a similar location to the subject property. The comparable property features ±2,040’ of frontage along I-65; ±220’ along I-840 and ±2,025’ along Lewisburg Pike with an irregular-shaped tract that exhibits level topography and some hardwoods in the northeast corner and is just outside of the floodplain of the West Harpeth River. The property includes a single-family residence in poor condition, which provided no contributory value to the sale. The property is zoned CC and is conducive to commercial development including mixed-use subdivisions. This transfer exhibits similar visibility and access, as compared to the subject’s location along the margins of a dense residential area. The property was not exposed to the market prior to contract execution, but the seller had broker representation. The buyer intends to develop the site with a mixed-use project to include, but not limited to, large-scale retail (±300,000 SF), lodging (±125 keys) and high density residential (±400 dwelling units). Non-binding Letters of Intent stipulating offers totaling \$30,000,000 have been received from retail, hotel and build-to-rent residential developers covering ±52.5 acres. Overall, this sale reflects a unit price of \$149,373/acre and is considered inferior to the subject property due to the irregular shape and location.

Sale 2 is the transfer of a ±28.26-acre tract along the east side of Mack Hatcher Memorial Parkway and west side of Jordan Road in Franklin, Williamson County. Cool Springs Boulevard is a short distance to the north and Liberty Pike is just to the south. The property features nearly 2,300’ of frontage along Mack Hatcher and ±2,475’ along Jordan Road and the mostly triangular-shaped tract exhibits moderately rolling topography and mostly hardwoods throughout the site. The property includes a single-family residence in poor condition, which provided no contributory value to the sale. The property is zoned R-2 and conducive to residential development, similar to the subject. The buyer, Toll Brothers, intends to develop the property with 34 single-family lots in a subdivision to be known as Franklin Ridge, which will include high-end custom homes beginning around \$2M. The subdivision will include common space, pergolas, walking trails and a community garden. Overall, this sale reflects a unit price of \$162,774 and is judged similar to the subject in terms of development potential; slightly inferior in regard to location, and inferior in terms of visibility, shape and topography.

Sale 3 is the transfer of a ±63.39-acre tract along the west side of Columbia Pike, just north of Interstate 840 and a short distance west of Goose Creek Bypass in the northern portion of Thompson’s Station, Williamson County suggesting a fairly similar location to the subject property. The comparable property features ±1,110’ of frontage along Columbia Pike with a mostly rectangular-shaped tract that exhibits level topography and open land, and some hardwoods interspersed throughout the property. The property is zoned T-2 and is conducive to residential development, similar to the subject. Approximately 6 acres in the southwest corner of this site is within the 100-year floodplain zone of the West Harpeth River and the tract features similar size, location, access and development potential as compared to the subject’s location along the margins of a dense residential area. Sale 3 is viewed as slightly inferior to the subject in terms of visibility and exposure. According to the Thompson’s Station Planning Department, the property has received entitlements for 95 single-family lots, which will be serviced by the town’s Regional Wastewater Treatment Plant. Overall, this sale reflects a unit price of \$198,572/acre and is considered generally similar to the subject property.

Sale 4 is the transfer of a ±29.48-acre tract along the north side of Clovercroft Road and east side of Oxford Glen Drive, in Franklin, Williamson County. Liberty Pike is a short distance to the north and Murfreesboro Road a short distance south of the site with a similar location to the subject property. The property features ±395’ of frontage along Clovercroft Road and ±810’ along Oxford

Project **Southeast Park Water Line Design** County **Williamson**
Tract Identification: **Baskin Investments, LLC** Name of Appraiser **Ted A. Boozer, MAI**

Glen Drive and the mostly rectangular-shaped tract exhibits gently rolling topography and some hardwoods along the boundaries. The property includes an older single-family residence in poor condition, which provided no contributory value to the sale. The property is zoned PD and conducive to residential development, similar to the subject. The buyer has received entitlements for Novara; a 77-lot single-family lot subdivision with all utility services, including water, electricity, sanitary sewer, and natural gas available underground. The project will feature a mixture of 40' and 65' -wide lots. Finished homes will be constructed exclusively by Arnold Homes and projected to begin around \$1.25M. This parcel is judged very similar to the subject in terms of development potential and location, slightly superior in regard to size, and inferior in respect to visibility and exposure.

Sale 5 is the transfer of a ±28.90-acre tract along the north side of Moore’s Lane, just west of Wilson Pike and a short distance east of Interstate 65 in the southeast portion of Brentwood, Williamson County suggesting a superior location to the subject property. The comparable property features ±960’ of frontage along Moore’s Lane with a mostly rectangular-shaped tract that exhibits level topography and open land, just outside of the floodplain of the Little Harpeth River. The property is zoned OSRD and is conducive to residential development, similar to the subject. Sale 3 is viewed as superior to the subject in terms of size, topography and location and slightly inferior in regard to visibility and exposure. According to the Brentwood Planning Department, the property has received entitlements for 24 single-family lots, with custom homes constructed by Partners in Building beginning around \$3M. Overall, this sale reflects a unit price of \$294,118/acre and is considered superior to the subject property.

Sale 6 is the transfer of a ±23.178-acre tract along the north side of Long Lane, and a short distance east of Interstate 65 and north of Goose Creek Bypass in Franklin, Williamson County, suggesting a very similar location to the subject property. The comparable property features ±1,445’ of frontage along Long Lane with a rectangular-shaped tract that exhibits level topography and hardwoods on the western half and pastureland on the eastern portion and is located just outside of the floodplain of the Harpeth River. The property is zoned AG and is conducive to residential development, similar to the subject. This transfer exhibits similar access and slightly inferior visibility, as compared to the subject’s location along the margins of a dense residential area. As discussed, following a lengthy due diligence period that failed to yield a sale, the seller accepted a significantly lower offer of \$3.5M for the property. The final sales price was \$64,717/acre below the prior contract price (\$5M or \$215,722/acre) but was acceptable due to the cash buyers ability to close quickly without any contingencies and the transaction may reflect seller’s fatigue. Overall, this sale reflects a unit price of \$151,005/acre and is considered inferior to the subject property due to visibility, development potential and conditions of sale.

Sale 7 is the transfer of a ±27.98-acre tract at the southeast quadrant of Franklin Road and Concord Road, just west of Interstate 65 in Brentwood, Williamson County suggesting a superior location to the subject property. The comparable property features ±715’ of frontage along Franklin Road and an additional ±1,000’ along the south side of Concord Road with a mostly rectangular-shaped tract that exhibits level topography and open land. A small portion in the southeast corner of the site is inside of the floodplain of the Little Harpeth River. The property is zoned OSRD and is conducive to residential development, similar to the subject. Sale 3 is viewed as superior to the subject in terms of size and location and slightly inferior in regard to development potential, visibility and exposure. According to the Brentwood Planning Department, the property has received entitlements for Anna subdivision; a 20-lot gated development with custom homes constructed by Grove Park and Hidden Valley Homes beginning around \$5M. Overall, this sale reflects a unit price of \$210,234/acre and is considered similar to the subject property.

Sale 8 is the transfer of two contiguous tracts comprising ±22.30 acres of undeveloped land along the north side of Carothers Road, just east of Interstate 65 and south of Murfreesboro Road in Franklin, Williamson County suggesting a very similar location to the subject property. The comparable property features 660’ of frontage along South Carothers Road with a mostly triangular-shaped tract that exhibits moderate to steeply rolling topography with hardwoods throughout the site. The property is zoned PD and is conducive to residential development, similar to the subject. The buyer of the property has acquired entitlements for 45 single-family lots within Carothers Glen and projects finished home prices to begin around \$1.5M. Overall, this sale reflects a unit price of \$261,211/acre and is considered similar to the subject property.

Project **Southeast Park Water Line Design** County **Williamson**
Tract Identification: **Baskin Investments, LLC** Name of Appraiser **Ted A. Boozer, MAI**

Conclusion of Land Value

In conclusion, the comparables included in this analysis provide a reasonable range from which to estimate the subject’s market value. The subject is most similar to Sales 3, 4, 7 & 8 which range in price from \$198,752/acre to \$261,211/acre with an average of \$218,474/acre and median of \$206,966/acre. The prior contract price of \$215,722/acre for Sale 6 was also considered. Therefore, considering all pertinent factors, a market value of \$210,000/acre is considered appropriate for the subject property, as of the effective date of this appraisal (April 8, 2025). The estimated market value of the subject land is calculated as follows:

Land Value – Before Acquisition

<u>Size/Acres</u>		<u>Unit Value/Acre</u>		<u>Total</u>
±74.82	x	\$210,000	=	\$15,712,200

10. Highest and Best Use After Acquisition

The highest and best use of the subject property after completion of the project is unchanged from the before situation. The utility easement will have minimal impacts on the remainder given the location of the easement within planned open space/common area/buffer zones of the approved project. Consequently, the existence of the proposed utility easement should have no adverse effect on the residential highest and best use of the subject remainder.

11. Describe the Remainder

The subject remainder will contain 74.82 acres will be the exact same size and have the similar dimensions as before the acquisition. The only difference will be the presence of the 1.58-acre permanent utility easement alongside the existing TVA distribution line easement and Interstate 65 frontage forming the property’s western boundary. Overall, the utility of the remainder will be same as before the acquisition.

12. Valuation of the Acquisition

Permanent Utility Easement: A 20’-wide water easement is proposed along the western boundary of the subject tract, alongside the Interstate 65 frontage. This easement will be purchased for the construction of a 12” DIP main water line. The dimensions of the proposed easement are ±3,434.74 in length and varies from ±8.79’ to ±20.06’ in width and will contain 68,878 SF or 1.58 acres. The utility easement area is unimproved. Given the location of the utility easement, this land area will offer limited utility to the property owner in the after situation, however it can still be used to meet setback requirements, density calculations, etc. Consequently, the 1.58 acre permanent utility easement is valued at 50% of fee value or **\$105,000/acre** (\$210,000/acre x 50%).

Temporary Construction Easement: The proposed temporary construction easement contains a total of ±44,477 SF (1.02 acres) and includes staging (laydown) areas. The proposed temporary construction easement extends ±10.0’ on the west side and running parallel of the proposed PUE, and the laydown area is in the southwest corner of the site. This area will be used for traffic control, materials storage, erosion control and a work zone during construction process, estimated at three (3) years. The TCE and laydown area is an unimproved area of pastureland, which will be replaced in like-kind as part of this project. In order to determine the appropriate rate of return necessary to value the Temporary Construction Easement over the 3-year term, the following land lease capitalization rates from RealtyRates.com have been considered:

Project **Southeast Park Water Line Design** County **Williamson**
 Tract Identification: **Baskin Investments, LLC** Name of Appraiser **Ted A. Boozer, MAI**

RealtyRates.com INVESTOR SURVEY - 1st Quarter 2025*						
LAND LEASES						
Property Type	Capitalization Rates			Discount Rates		
	Min.	Max.	Avg.	Min.	Max.	Avg.
Apartments	4.26%	11.16%	8.66%	6.86%	11.66%	9.66%
Golf	4.96%	16.32%	10.37%	7.56%	16.82%	11.37%
Health Care/Senior Housing	4.96%	12.37%	9.77%	7.56%	12.87%	10.77%
Industrial	4.81%	12.16%	9.27%	7.41%	12.66%	10.27%
Lodging	5.16%	16.20%	9.32%	7.76%	16.70%	10.32%
Mobile Home/RV Park	4.86%	14.80%	10.32%	7.46%	15.30%	11.32%
Office	4.81%	13.06%	9.24%	7.41%	13.56%	10.24%
Restaurant	5.27%	18.14%	11.00%	7.87%	18.64%	12.00%
Retail	4.52%	12.26%	9.51%	7.12%	12.76%	10.51%
Self-Storage	4.81%	12.26%	9.99%	7.41%	12.76%	10.99%
Special Purpose	5.20%	18.32%	11.28%	7.68%	20.24%	10.89%
All Properties	4.26%	18.32%	9.88%	6.86%	18.64%	10.74%

*4th Quarter 2024 Data Copyright 2025 RealtyRates.com™

In addition to the surveys published, we have other market evidence from recently negotiated ground leases in our files ranging from 5% to 12%, depending on risk of the tenant, lease term, location of the property, etc. Given the relatively short-term nature of the Temporary Construction Easement, an annual rental rate of 10% of fee value for the 3-year lease term is considered reasonable. Consequently, this acquisition is valued at 30% of fee value or **\$63,000/Acre** (\$210,000/Acre x 10% x 3 years).

- 13. **Improvements Acquired:** As stated earlier in the report, any fencing or other improvements that are acquired or impacted as a result of the project will be replaced in “like kind” by the City of Franklin. In addition, if temporary fencing is required to contain livestock during the construction process, it will be installed and removed by the City of Franklin at no cost to the property owner.

- 14. **Damages (Cost to Cure):** None.

- 15. **Damages (Incidental):** The subject property should retain the same utility after the acquisition as in the before situation. The proposed utility easement is located along the western boundary of the subject tract and alongside the Interstate 65 frontage and existing TVA distribution line easement, therefore its impact on the remainder should be minimal. Accordingly, incidental damages to the remainder is not applicable.

- 16. **Benefits:** While this project is expected to benefit the neighborhood at large, no direct special benefits to the subject remainder can be quantified.

17. **Amount Due Property Owner:**

AMOUNT DUE PROPERTY OWNER	
Value of Land (Part Affected)	\$15,712,200
Value of Affected Improvements	\$0
Value of Entire Tract	\$15,712,200
Amount Due Owner if Only Part Acquired	
Land Acquired (Fee Simple) 0 acre @ \$210,000 =	\$0
Utility Easement 1.58 acre @ \$105,000 =	\$165,900
TCE - Utility 1.02 acre @ \$63,000 =	\$64,260
Subtotal Land Acquisitions	\$230,160
Improvements Acquired	\$0
Value of Land & Improvements Acquired	\$230,160
Cost-to-Cure Damages	\$0
Incidental Damages	\$0
Benefits	\$0
Total Amount Due Owner	\$230,160
	Rounded To: \$230,200
Value of Remainder After Acquisition (Part Affected Only)	\$15,482,000

Amount Due Property Owner (rounded):

\$230,200.00

SUBJECT PHOTOGRAPHS



VIEW EAST ALONG LONG LANE NEAR ENTRANCE TO SUBJECT



VIEW ALONG LONG LANE NEAR SUBJECT'S SOUTHERN BOUNDARY

SUBJECT PHOTOGRAPHS



VIEW TOWARDS SUBJECT FROM ALONG INTERSTATE 65



TYPICAL VIEW ACROSS SUBJECT LAND

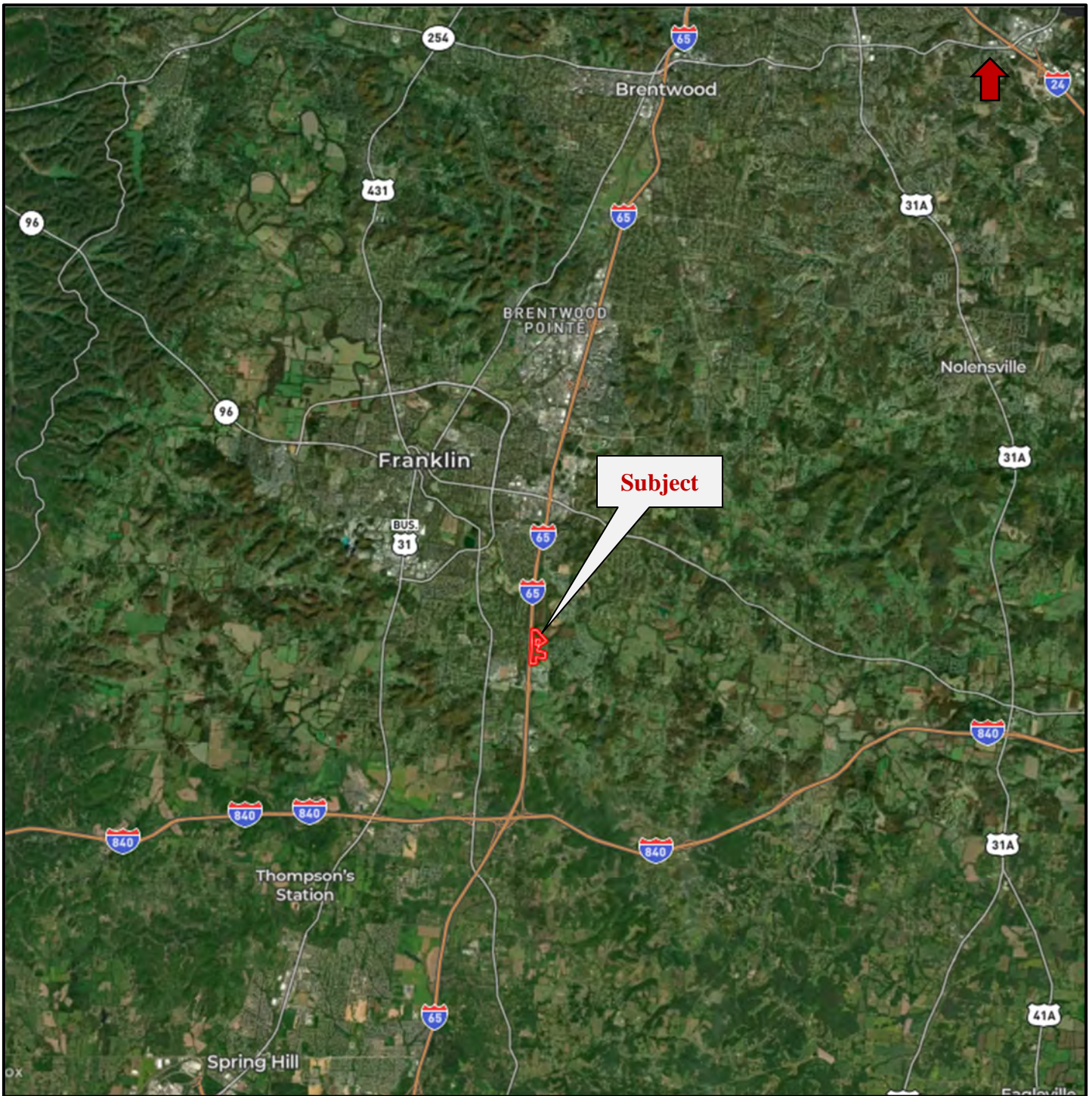


VIEW ALONGSIDE I-65 AND LOCATION OF PROPOSED UTILITY EASEMENT



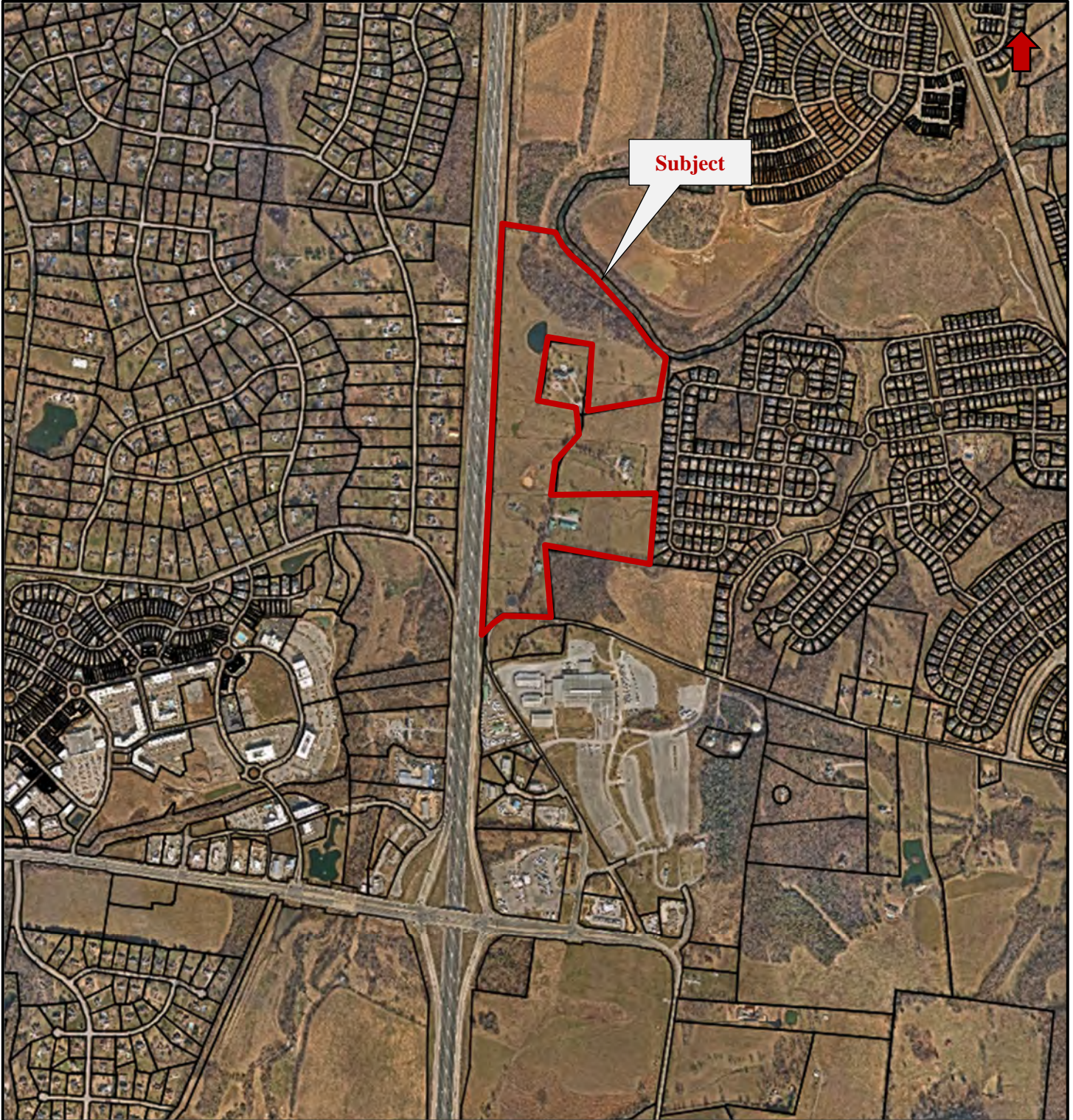
VIEW ALONGSIDE I-65 AND LOCATION OF PROPOSED UTILITY EASEMENT

AERIAL NEIGHBORHOOD MAP



Project Southeast Park Water Line Design County Williamson
Tract Identification: Baskin Investments, LLC Name of Appraiser Ted A. Boozer, MAI

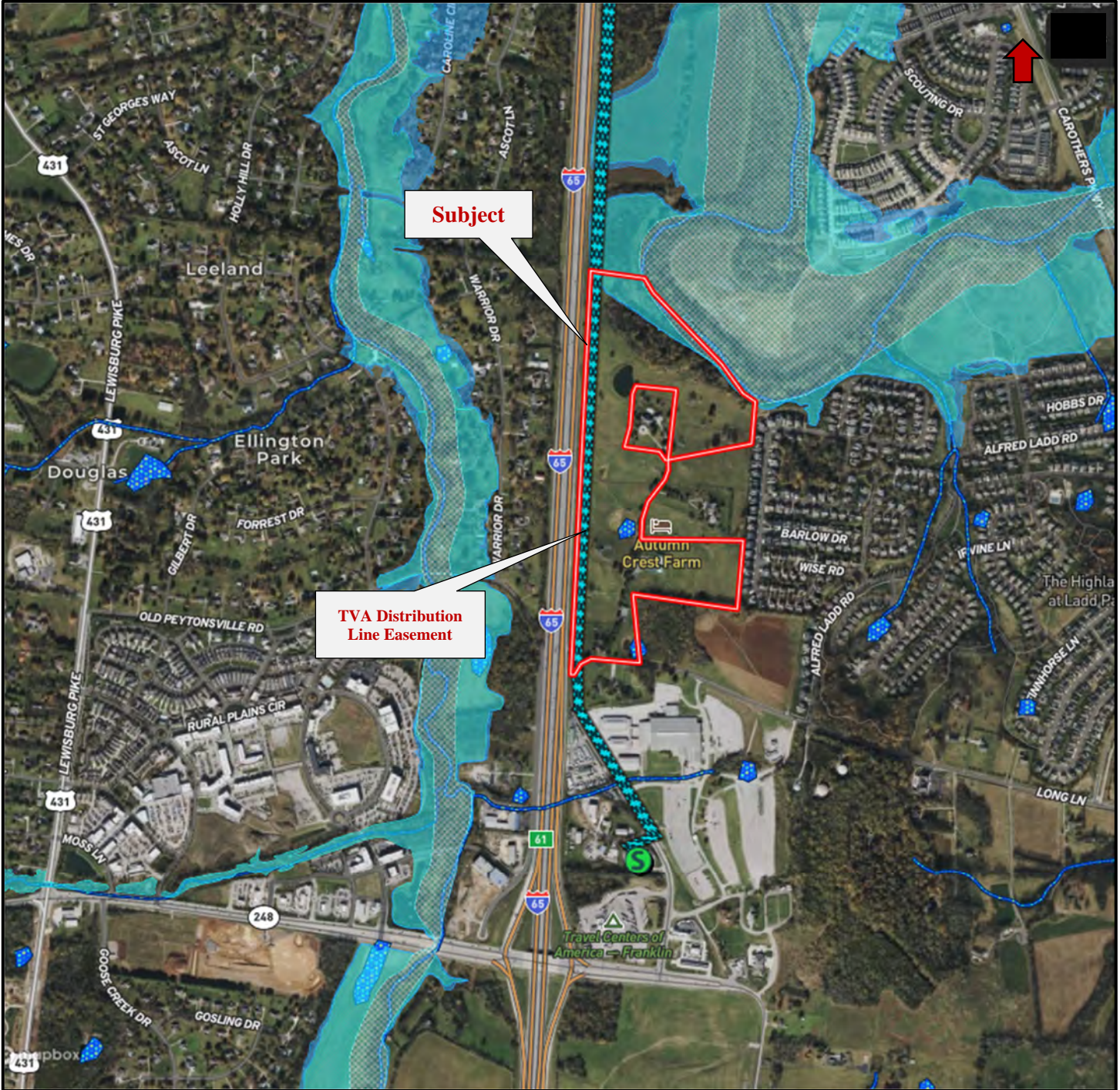
GIS MAP



FLOOD MAP - GIS

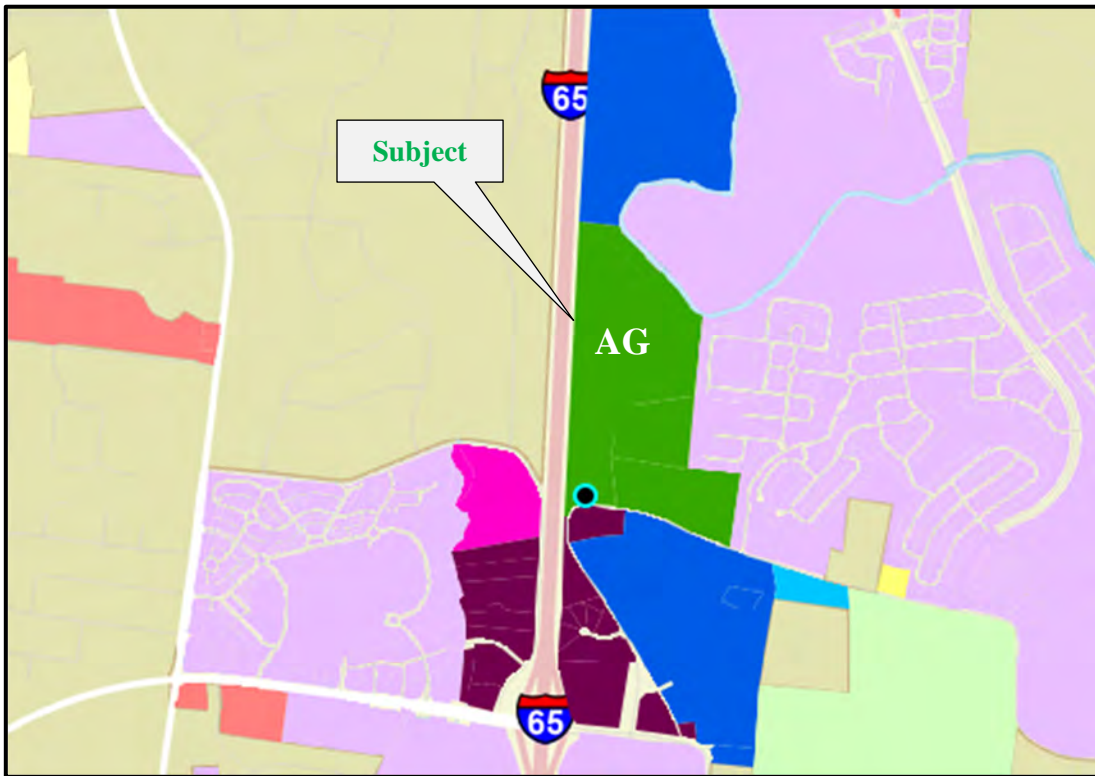


FLOOD MAP - LANDID

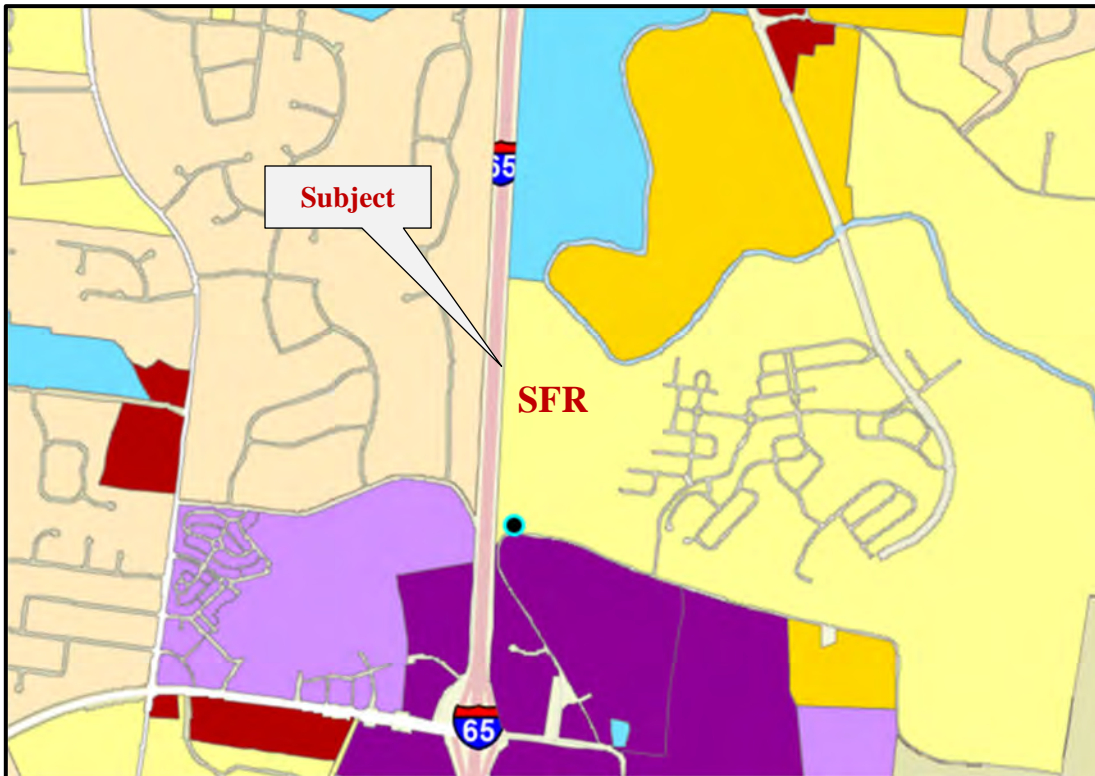


Project Southeast Park Water Line Design County Williamson
 Tract Identification: Baskin Investments, LLC Name of Appraiser Ted A. Boozer, MAI

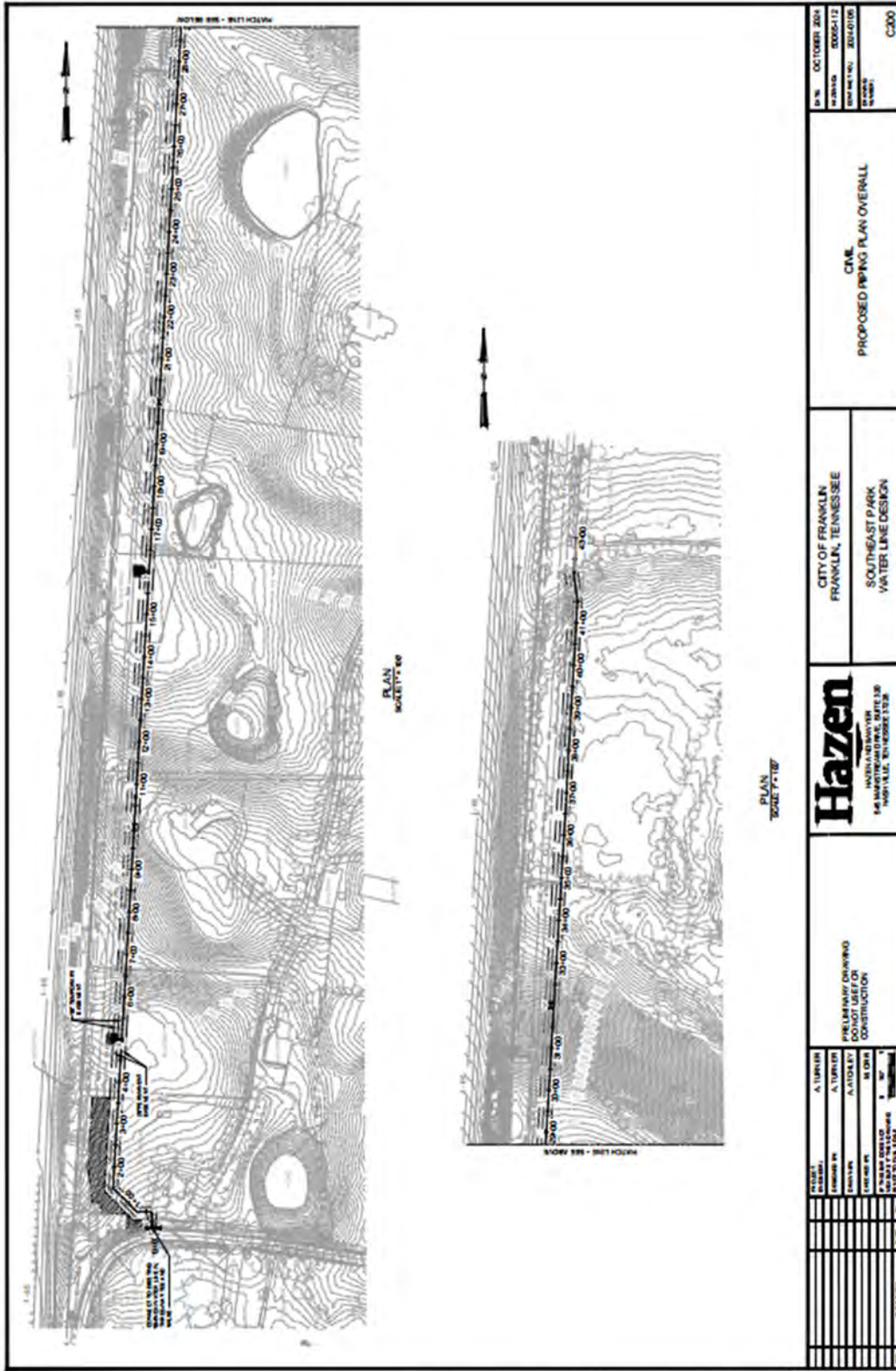
ZONING MAP – GIS



ENVISION FRANKLIN DESIGN CONCEPT

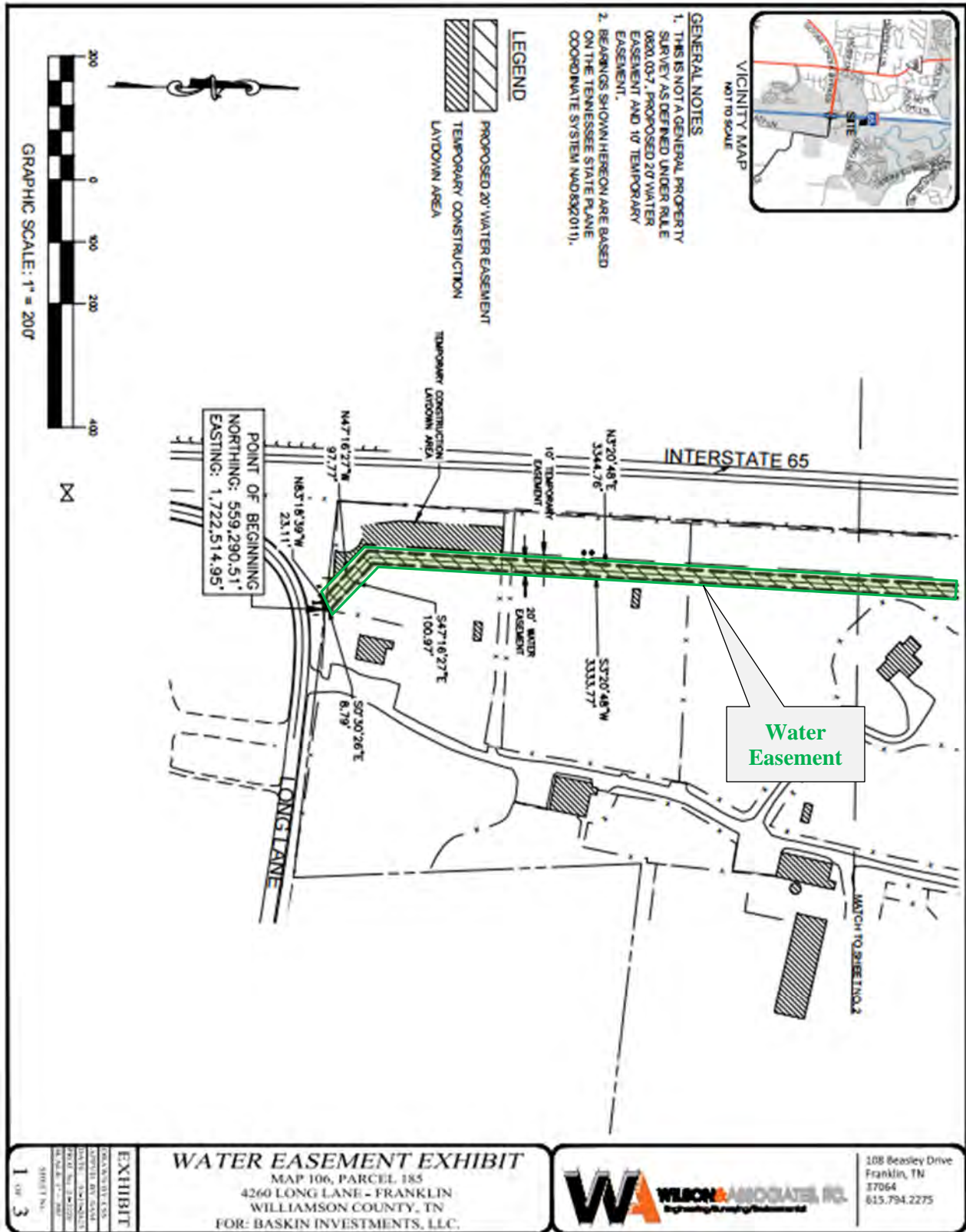


PROPOSED PIPING PLAN EXHIBIT

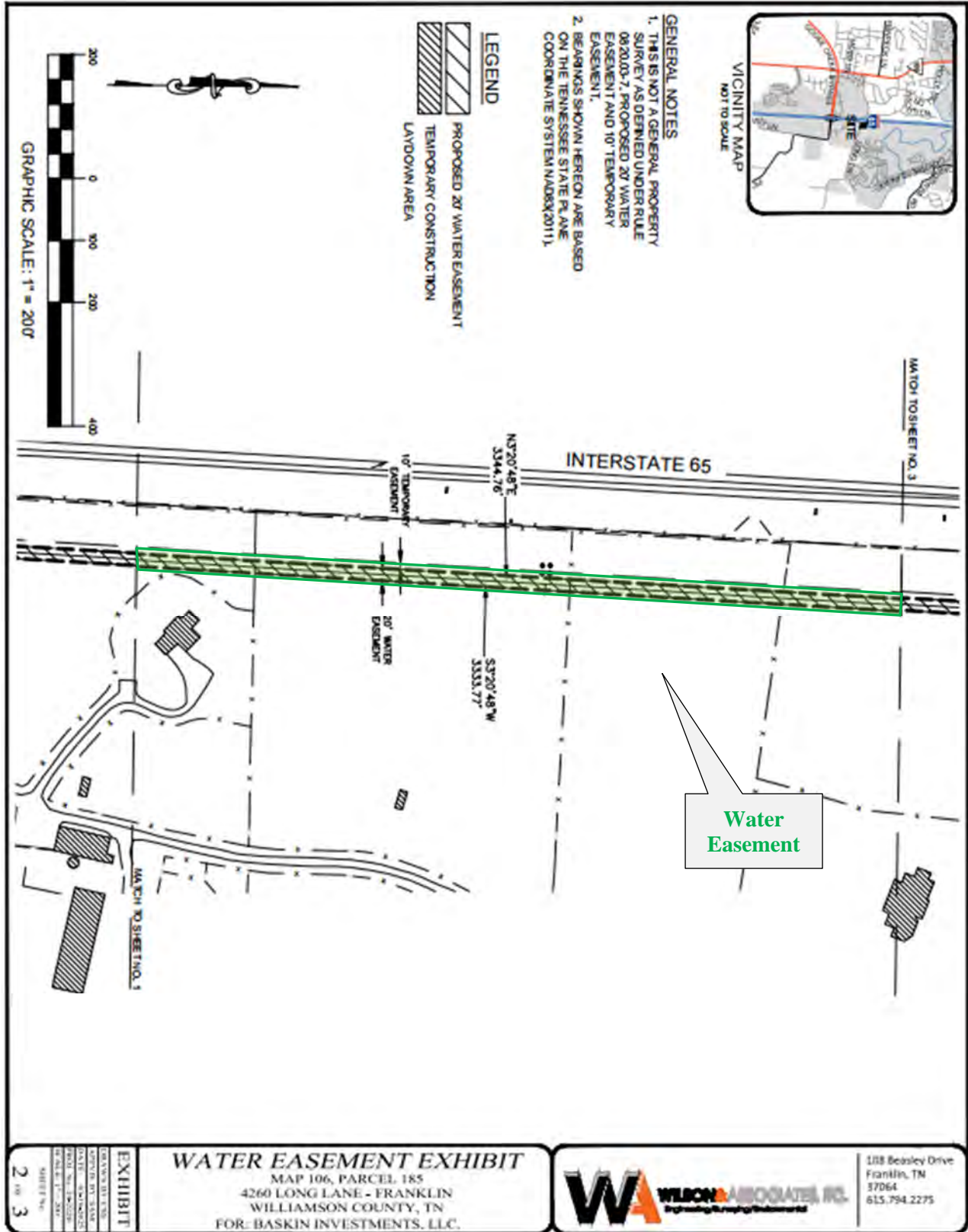


Project Southeast Park Water Line Design County Williamson
 Tract Identification: Baskin Investments, LLC Name of Appraiser Ted A. Boozer, MAI

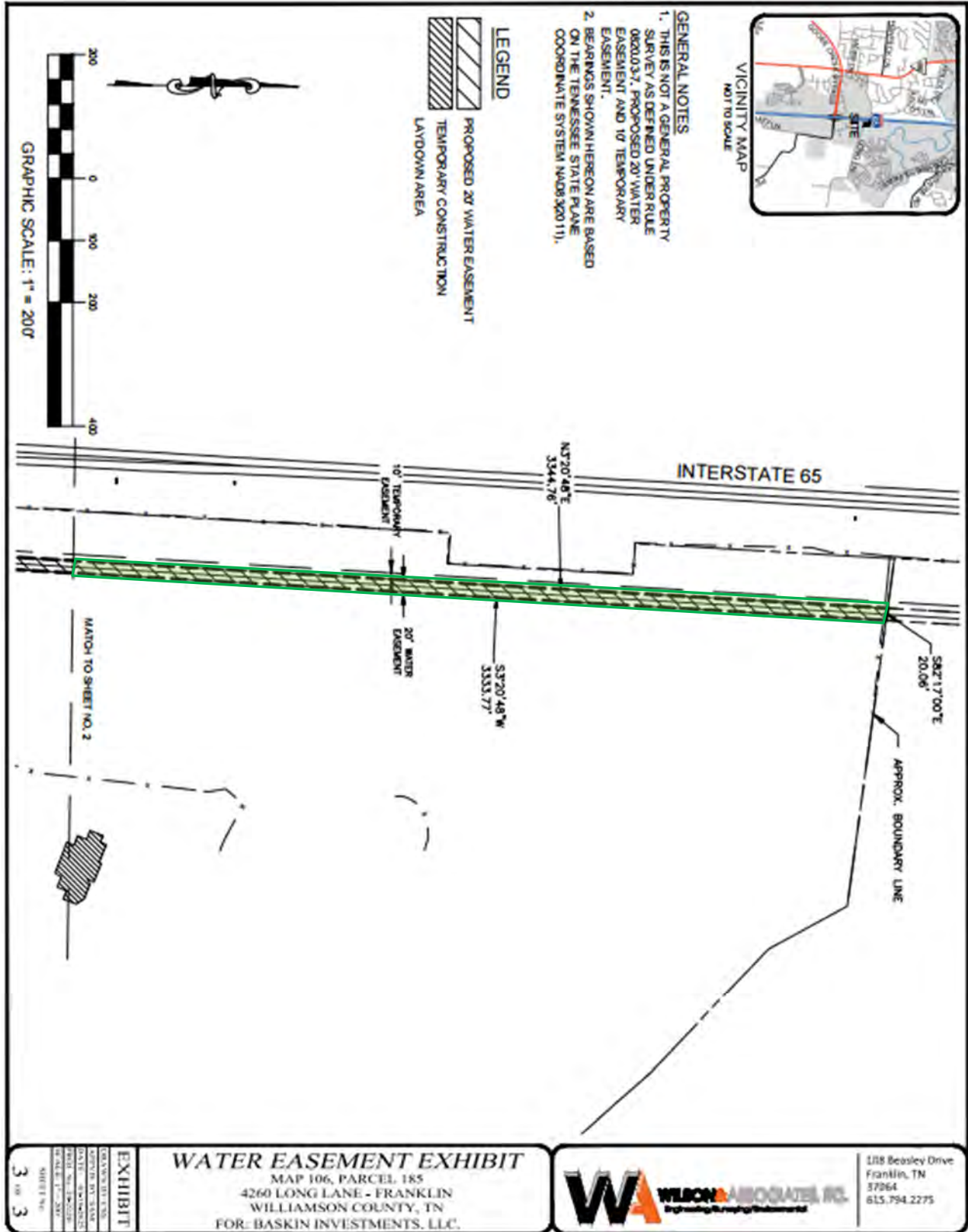
WATER EASEMENT EXHIBIT – LOWER PORTION



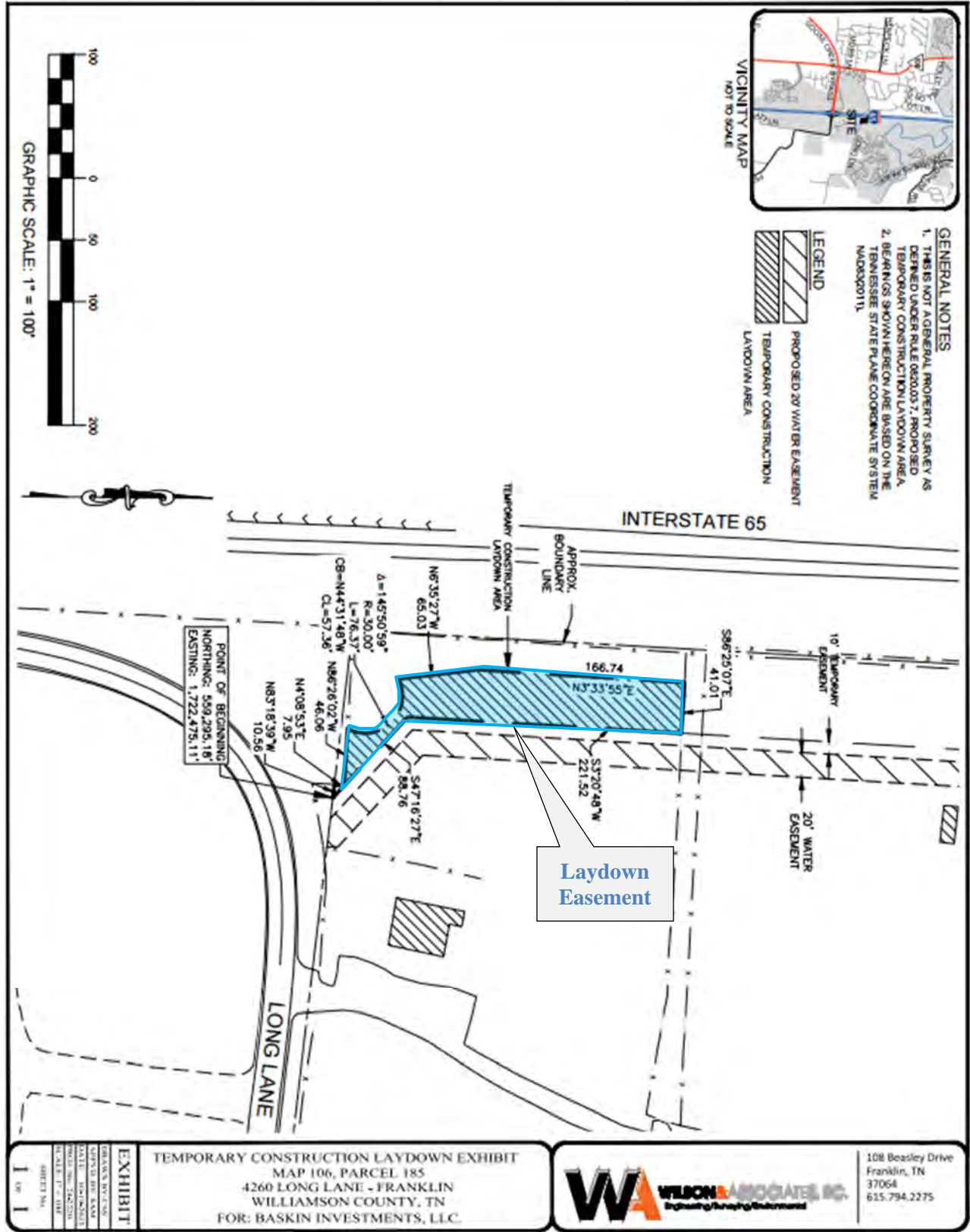
WATER EASEMENT EXHIBIT – MIDDLE PORTION



WATER EASEMENT EXHIBIT – UPPER PORTION



TCE LAYDOWN EXHIBIT



WATER EASEMENT - LEGAL DESCRIPTION

**WATER EASEMENT DESCRIPTION
MAP 106, PARCEL 185
DEED BOOK 8221, PAGE 714
BASKIN INVESTMENTS LLC.**

AN EASEMENT LYING IN THE 17TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE, ENCUMBERING A PORTION OF BASKIN INVESTMENTS, LLC, AS OF RECORD IN DEED BOOK 8221, PAGE 714, REGISTER'S OFFICE OF WILLIAMSON COUNTY (R.O.W.C.), AND TO BE DEDICATED AS A 20-FOOT-WIDE WATER EASEMENT AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN RIGHT OF WAY MARGIN OF LONG LANE ROAD, HAVING A STATE PLANE COORDINATE OF NORTH: 559,290.51 FEET EAST: 1,722,514.95 FEET (NAD 83) 2011 US SURVEY FEET:

THENCE, ALONG THE MARGIN OF LONG LANE, N 83° 18' 39" W, FOR A DISTANCE OF 23.11 FEET TO A POINT;

THENCE, THROUGH THE PROPERTY OF BASKIN INVESTMENTS, THE FOLLOWING CALLS:

N 47° 16' 27" W, FOR A DISTANCE OF 97.77 FEET TO A POINT;

N 03° 20' 48" E, FOR A DISTANCE OF 3,344.76 FEET TO A POINT IN THE SHARED PROPERTY LINE OF SAID PROPERTY AND CITY OF FRANKLIN PROPERTY AS OF RECORD IN DEED BOOK 4576, PAGE 663, R.O.W.C., SAID POINT BEING THE NORTHWEST CORNER OF THE EASEMENT BEING DESCRIBED HEREIN;

THENCE, WITH SAID PROPERTY LINE S 82° 17' 00" E, FOR A DISTANCE OF 20.06 FEET TO A POINT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE EASEMENT BEING DESCRIBED HEREIN;

THENCE, LEAVING SAID PROPERTY LINE AND THROUGH THE PROPERTY OF BASKIN INVESTMENTS, THE FOLLOWING CALLS:

S 03° 20' 48" W, FOR A DISTANCE OF 3,333.77 FEET TO A POINT;

S 47° 16' 27" E, FOR A DISTANCE OF 100.97 FEET TO A POINT;

S 00° 30' 26" E, FOR A DISTANCE OF 8.79 FEET TO THE POINT OF BEGINNING, CONTAINING 1.58 ACRES OR 68,878 SQUARE FEET, MORE OR LESS, ACCORDING TO A SURVEY BY WILSON & ASSOCIATES IN MARCH 2025.

TEMPORARY 10' CONSTRUCTION EASEMENT:

IN ADDITION, A TEMPORARY CONSTRUCTION EASEMENT EXTENDING 10 FEET ON THE WEST SIDE AND RUNNING PARALLEL WITH SAID 20-FOOT-WIDE WATER EASEMENT, CONTAINING 0.79 ACRES OR 34,402 SQUARE FEET, MORE OR LESS.

TC LAYDOWN EASEMENT - LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION
LAYDOWN EASEMENT DESCRIPTION
MAP 106, PARCEL 185
DEED BOOK 8221, PAGE 714
BASKIN INVESTMENTS LLC.

A TEMPORARY CONSTRUCTION LAYDOWN EASEMENT LYING IN THE 17TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE, ENCUMBERING A PORTION OF BASKIN INVESTMENTS, LLC, AS OF RECORD IN DEED BOOK 8221, PAGE 714, REGISTER'S OFFICE OF WILLIAMSON COUNTY, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERN RIGHT OF WAY MARGIN OF LONG LANE ROAD, HAVING A STATE PLANE COORDINATE OF NORTH: 559,295.18 FEET EAST: 1,722,475.11 FEET (NAD 83) 2011 US SURVEY FEET:

THENCE, ALONG THE MARGIN OF LONG LANE, N 83° 18' 39" W, FOR A DISTANCE OF 10.56 FEET TO A POINT;

THENCE, THROUGH THE PROPERTY OF BASKIN INVESTMENTS, THE FOLLOWING CALLS:

N 04° 08' 53" E, FOR A DISTANCE OF 7.95 FEET TO A POINT;

N 86° 26' 02" W, FOR A DISTANCE OF 46.06 FEET TO A POINT;

ALONG A CURVE TO THE LEFT HAVING A CURVE LENGTH OF 76.37 FEET, A RADIUS OF 30.00 FEET, WITH A DELTA ANGLE OF 145°50'59", A CHORD BEARING OF N 44° 31' 48" W, AND A CHORD LENGTH OF 57.36 FEET TO A POINT;

N 06° 35' 27" W, FOR A DISTANCE OF 65.03 FEET TO A POINT;

N 03° 33' 55" E, FOR A DISTANCE OF 166.74 FEET TO A POINT;

S 86° 25' 07" E, FOR A DISTANCE OF 41.01 FEET TO A POINT;

S 03° 20' 48" W, FOR A DISTANCE OF 221.52 FEET TO A POINT;

S 47° 16' 27" E, FOR A DISTANCE OF 88.76 FEET TO THE POINT OF BEGINNING, CONTAINING 10,075 SQUARE FEET OR 0.23 ACRES, MORE OR LESS, ACCORDING TO A SURVEY BY WILSON & ASSOCIATES IN MARCH 2025.

PURPOSE OF APPRAISAL

The purpose of the appraisal is to estimate the amount due the property owner as a result of acquisition of all, or a portion of, the property for a proposed utility easement project. The value estimate in this report is based on market value. See "Definition of Market Value" below.

DEFINITION OF MARKET VALUE

All estimates of value prepared for agency acquisitions shall be based on "market value" – as defined and set forth in the *Tennessee Pattern Jury Instructions 2nd Edition* to wit: "the amount of money which a purchaser, willing but under no compulsion to buy, would pay, and which a seller, willing but under no compulsion to sell, would accept, taking into consideration all the legitimate uses to which the property was adaptable and might in reason be applied".

PROPERTY RIGHTS APPRAISED

Basic underlying property rights considered herein are those of a 100% ownership position in Fee Simple, defined as: "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat." *The Appraisal of Real Estate, 14th ed. Chicago, IL (page 5)*.

The proposed acquisition consists of a fee acquisition and/or easement rights for the proposed permanent water line easement project. The easement rights, if any, consist of the acquisition of less than fee simple title and in these cases the extent of the property rights conveyed have been considered in arriving at the estimate of value.

Any and all liens have been disregarded. The property is assumed to be free and clear of all encumbrances except easements or other restrictions as noted on the title report or during physical inspection of the property and mentioned in this report.

INTENDED USE

The intended use of this appraisal is to assist the City of Franklin, and/or assigns in utility easement acquisitions.

INTENDED USER

The intended user of this report is the City of Franklin, and/or assigns. This Formal Part-Affected appraisal of a 100% ownership position is intended for the sole purpose of assisting the intended users of this report in the acquisition of land for permanent utility easement purposes. This appraisal pursuit excludes those property elements (land and/or improvements) that are not essential considerations to the valuation solution. This is an **Appraisal Report**, which is intended to comply with Standard Rule 2-2(a). As such, it presents only highly limited discussions of the data, reasoning and analysis that were used in the appraisal process. Supporting documentation that is not provided within the report is retained in the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client.

NOTE: If this appraisal is limited to the area affected by the acquisition for the proposed project and consists of only a part of the whole property, the value for the portion appraised cannot be used to estimate the value of the whole by mathematical extension.

Plans for the proposed construction of the proposed water line have been considered in arriving at the estimates of market value.

Project **Southeast Park Water Line Design** County **Williamson**
Tract Identification: **Baskin Investments, LLC** Name of Appraiser **Ted A. Boozer, MAI**

SCOPE OF WORK

The City of Franklin has requested an appraisal to estimate the market value of the property described herein for the purpose of acquisition or disposition. In accordance with the client’s request, appropriate/required inspections and investigations have been conducted to gain familiarity with the subject of this report and the market in which it would compete if offered for sale.

Reliable data-subscription services have been utilized as the primary search tool for transfers of vacant land as well as improved properties. Deeds have been read and interviews with property owners and project-area real estate professionals conducted to the extent necessary to gain clarity and market perspective sufficient to develop credible opinions of use and value. Where construction costs are an integral part of the valuation pursuit, national cost services have been employed, but supplemented by local suppliers and contractors where necessary.

Applicable and customary approaches to value have been considered. Each of the traditional approaches to value has been processed or an explanation provided for the absence of one or more in the valuation of the subject property. For acquisition appraisals, furnished Right-of-Way plans have been utilized to visualize the property in an after-state where there is a remainder. Damages and/or special benefits have been considered for all remainders. As well, for acquisition appraisals, a “Formal” appraisal includes all real property aspects of the “Larger Parcel” as defined in this report or the tract as shown on the right-of-way plans, in the acquisition table, or extant on the ground at the time of inspection or date of possession. A “Formal Part-Affected” appraisal generally constitutes something less than a consideration of the entire tract, but in no way eliminates appropriate analyses, or diminishes the amount due owner had a “Formal” appraisal been conducted.

Acquisition appraisals are conducted in accordance with Tennessee’s State Rule which asserts that the part acquired must be paid for and that special benefits can only offset damages.

The public improvement project or its anticipation cannot be considered in the “before” value estimate; however, when there is a “remainder,” the public improvement project must be considered as to its influence on said remainder (CFR, Title 49, Subtitle A, Part 24, Subpart B, Sec. 24.103(b). Source: USPAP FAQ 212.

Applicable to Formal Part-Affected type of appraisal – when all the land and or/all improvements are not appraised, the appraisal report must disclose the existence of land and improvements as part of the property.

Reasonable exposure time is not a component of the definition for the value opinion being developed. Source: Standards Rule 1-2(c) Comment and Advisory Opinion 35 effective with 2016-2017 edition of USPAP.

Project **Southeast Park Water Line Design** County **Williamson**
Tract Identification: **Baskin Investments, LLC** Name of Appraiser **Ted A. Boozer, MAI**

Underlying Assumptions and Limiting Conditions

This appraisal report has been made with the following assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions:

- (1) The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
(2) Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purposes by any person other than the party to whom it is addressed without the written consent of the appraiser and in any event, only with proper written qualification and only in its entirety.
(3) The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
(4) Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
(5) Land areas are based on the Acquisition Table unless otherwise noted in this report.
(6) No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
(7) The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
(8) Responsible ownership and competent property managements are assumed.
(9) The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
(10) All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
(11) It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
(12) It is assumed that there is full compliance with all-applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
(13) It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
(14) It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
(15) It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
(16) Unless otherwise stated in this report, the appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, area-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no additional materials on the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them or the costs involved to remove them. The appraiser reserves the right to revise the final value estimate if such substances are found on or in the property.
(17) Applicable to Formal Part-Affected type of appraisal when all the land area and/or all improvements are not appraised this is considered a hypothetical condition. The use of this hypothetical condition might have affected assignment results.

Project Southeast Park Water Line Design County Williamson
Tract Identification: Baskin Investments, LLC Name of Appraiser Ted A. Boozer, MAI

Certification

I hereby certify that to the best of my knowledge and belief:

- 1. The statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinion, and conclusions.
2. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved. I have performed no services as an appraiser or in any other capacity regarding the property that is the subject of this report within a three-year period immediately preceding acceptance of this assignment.
3. I have no bias with respect to the subject property or the parties involved with this assignment. My engagement was not contingent upon developing or reporting predetermined results. I have no bias with respect to the subject property or to the parties involved with this assignment. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which encompass within them the Uniform Standards of Professional Appraisal Practice (USPAP) developed by the Appraisal Standards Board of The Appraisal Foundation. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute for designated members.
5. Ted Boozer and Steve Hutchison have made personal inspections of the property that is the subject of this report. Ted Boozer and Steve Hutchison also made personal field inspections of comparable sales relied upon in making-said appraisal.
6. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
7. My engagement was not contingent upon developing or reporting predetermined results. My compensation is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or occurrence of a subsequent event directly related to the intended use of this appraisal.
8. That I understand that such appraisal is to be used in connection with utility project to be constructed by the client, without the assistance of Federal-aid highway funds or State funds.
9. That any increase or decrease in fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.
10. That I have not revealed the findings and results of such appraisal to anyone other than the proper officials with the City of Franklin, and I will not do so until so authorized by company officials, or until I am released from such obligation by having to publicly testify as to such finding.

Date(s) of inspection of subject: April 8, 2025

Date(s) of inspection of Comparable sales: April 9, 2025

- 11. That my opinion of fair market value of the acquisition, as of April 8, 2025, was \$230,200 based upon my independent appraisal and the exercise of my professional judgement. That value is based on the extraordinary assumption that the proposed utility easement project is in fact constructed as shown on the referenced plans.

[Handwritten signature of Ted A. Boozer]

Ted A. Boozer, MAI, CG-973
State Certified General Real Estate Appraiser

April 14, 2025

Date of Report



File #: 21-0392

DATE: April 1, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of DRAFT COF Contract No. 2025-0122, With Middle Tennessee Electric Membership Corporation, For An Easement Acquisition Utility Relocation Agreement For The Columbia Avenue Widening And Improvements Project (TDOT PIN 121454.00)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning DRAFT COF Contract No. 2025-0122, with Middle Tennessee Electric Membership Corporation (MTE), for an Easement Acquisition Utility Relocation Agreement for the Columbia Avenue Widening and Improvements Project.

BACKGROUND/STAFF COMMENTS:

On July 14, 2015, the BOMA unanimously approved the Local Agency Project Agreement (COF Contract No. 2014-0289, TDOT Contract No. 140204), which formally began the Columbia Avenue Widening & Improvements Project (TDOT PIN 121454.00). The project team completed the right-of-way (ROW) design last year and are currently working through the early stages of the ROW Acquisition Phase. The first batch of state ROW and easement appraisals should be submitted to the city in April 2025. The first few property owner offers for ROW and easements should go out in June 2025. Right-of-way and easement acquisition will continue into early 2027.

This Easement Acquisition Utility Relocation Agreement, COF Contract No. 2025-0122, allows MTE to acquire around 70 new MTE-owned utility easements necessary for their relocated aerial facilities along the Columbia Avenue corridor. Because the roadway is being widened from 3 lanes to 5 lanes, MTE has to relocate their utility poles outside the new roadway footprint, requiring new MTE permanent easements that abut the project's right-of-way. Because there is a high probability of the need for several MTE easement condemnations, this relocation agreement also includes fees to cover those issues as well.

A second/future Utility Relocation Agreement with MTE will be developed later in 2025/2026 to fund the actual relocation/construction of MTE's facilities along the Columbia Avenue corridor.

FINANCIAL IMPACT:

MTE's easement acquisition costs are estimated at \$171,817.15. This total cost includes funds to cover around 70 easement acquisitions, 8 possible condemnations, and required MTE administrative work.

The Columbia Avenue Widening and Improvements Project, in its basic form, is funded entirely by Federal and State Funds (80% Fed/20% State). Because the City of Franklin is managing this project, and utility relocation costs are not included within the Federal and State funding sources, the City of Franklin will be required to reimburse MTE for certain easement acquisition/relocation costs.

RECOMMENDATION:

Staff recommends that COF Contract No. 2025-0122 be recommended to the Board of Mayor and Aldermen for approval.

**MTE RELOCATION AGREEMENT
(EASEMENT ACQUISITION)**

**FOR CITY OF FRANKLIN (Columbia Avenue Widening and
Improvements Project)**

Contract No.: _____

COF Contract No. 2025-0122

THIS AGREEMENT is made and entered into on this the ____ day of _____, 202____, by and between the CITY OF FRANKLIN, Tennessee (“City”) and Middle Tennessee Electric Membership Corporation (“MTE”).

WITNESSETH:

WHEREAS, the City plans to widen Columbia Avenue from Mack Hatcher Parkway to Downs Boulevard in Franklin, Tennessee (the “Project”); and

WHEREAS, MTE’s electric facilities must be relocated to accommodate the Project; and

WHEREAS, MTE will require certain easements outside of the available public rights-of-way in order to relocate its electric facilities; and

WHEREAS, the parties desire for the City of Franklin to acquire such easements pursuant to the terms herein.

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. MTE shall be solely responsible for acquiring all MTE easements outside of the available public rights-of-way as may be needed to construct its Electric Facilities (the “Easement Acquisitions”). The City agrees to occasionally assist when requested by MTE in the acquisition of such easements by facilitating discussions with certain landowners.
3. The City will reimburse MTE for 100% of its actual costs of the Easement Acquisitions, which may include survey, appraisal, and condemnation costs. The estimate of such costs is \$171,817.15, as shown on Exhibit A attached hereto.
4. The City acknowledges and agrees that construction of MTE facilities will not commence until: a.) the City has approved MTE’s relocation plans and all cost estimates associated therewith, and any related amendments thereto; and b.) all MTE Easement Acquisitions have been completed by MTE.
5. Reimbursement of MTE’s construction costs for the utility relocation will be addressed via separate agreement.

6. MTE may submit periodic invoices to the City during the course of the Easement Acquisition process, and such invoices shall be payable within thirty (30) days after receipt of same by the City. Within one (1) year of completion of the Easement Acquisitions, MTE and the City shall settle on a final billing. MTE will provide reasonable documentation for all such costs.
7. This Agreement is subject to the appropriation and availability of City funds. In the event that the funds are not appropriated or are otherwise unavailable or the City cancels the Project for any reason, the City reserves the right to terminate this Agreement upon written notice to the MTE. Said termination shall not be deemed a breach of contract by the City. Upon such termination, the City will reimburse MTE for the actual cost(s), incurred through the date of termination, of the Easement Acquisitions, but only if MTE provides reasonable documentation for all such cost(s).
8. This Agreement may be modified by the parties only by a written amendment specifically citing the paragraph within this Agreement to be amended.
9. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
10. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
11. If any terms, covenants, conditions, or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
12. The City and MTE agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), or by nationally recognized overnight delivery service (such as FedEx or UPS), addressed to the respective party at the appropriate address as set forth below or to such other party or address as may be hereafter specified by written notice.

[signatures on the following page]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF FRANKLIN, TENNESSEE

**MIDDLE TENNESSEE ELECTRIC
MEMBERSHIP CORPORATION**

By: _____
Print: _____
Mayor: _____
Date: _____

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

Attest:

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

EXHIBIT A

Easement Acquisition Estimate of Costs

Estimate Bill			
	Date:		2/28/2025
	Project No.:		
	County:		Williamson
Relocation of lines to clear construction:		City of Franklin - Columbia Pike Easements	
W.O. 16662224			
Number of Poles on Private Right of Way			-
Number of Poles on Public Right of Way			-
Total			-
(A)	1. Engineering Labor	\$	6,500.00
	2. Inspector Labor	\$	-
	3. Engineering/Inspector Overhead and Taxes	\$	4,817.15
	4. Crew Labor	\$	-
	5. Contractor Labor	\$	-
	6. Transportation	\$	-
	7. Right of Way (Tree Trimming)	\$	-
	8. Material	\$	-
	Total A	\$	11,317.15
Less Betterment			
(B)	1. Less Material Used	\$	-
	Less Betterment Labor	\$	-
	Total B	\$	-
Grand Total A - B		\$	11,317.15
100% of Total Engineering Cost due Middle Tennessee EMC		\$	11,317.15
Estimated Easement Costs		\$	160,500.00
Total Due Middle Tennessee EMC		\$	171,817.15

Tract #	Name	Address	Phone Number	Map	Group	Parcel	Book	PG	Easement Costs
1	PWU PROPERTIES, LP	COLUMBIA PIKE		090		022.00	3320	934	\$ 1,150.00
2	CITY OF FRANKLIN	4023 COLUMBIA PIKE	(615) 261-6115	090		024.00	1207	880	\$ 1,150.00
3	TSC INDUSTRIES INC	1101 HILLVIEW LN	(509) 329-7600	090		025.00	802	96	\$ 1,150.00
5	TARGET CORP	3054 COLUMBIA AVE	(612) 307-6965	090		026.07	3108	561	\$ 1,150.00
6	ASHLEY OUTLOTS LLC	3084 COLUMBIA AVE	(615) 846-2729	090		026.06	3850	678	\$ 1,150.00
7	PLC TN ASSETS LLC	3009 COLUMBIA AVE	(615) 794-2289	090		021.00	8718	620	\$ 1,150.00
8	FLC-TN ASSETS LLC	3009 COLUMBIA AVE	(615) 794-2289	090		021.01	8718	615	\$ 1,150.00
9	ASHLEY OUTLOTS LLC	3080 COLUMBIA AVE	(615) 261-6115	090		026.05	3850	678	\$ 1,150.00
10	ASHLEY SHOPS LLC	3046 COLUMBIA AVE		090		026.04	3850	674	\$ 1,150.00
11	ASHLEY OUTLOTS LLC	3038 COLUMBIA AVE	(866) 322-4547	090		026.03	3850	678	\$ 1,150.00
12	KROGER L P 1	3034 COLUMBIA AVE		090		026.00	3108	540	\$ 1,150.00
13	NOLAND PROPERTIES INC	100 SOUTHEAST PKWY	(615) 790-1712	090		020.03	1712	918	\$ 1,150.00
14	FRD OWNER LLC	3016 COLUMBIA AVE		090		026.14	5794	531	\$ 1,150.00
17	CHICK-FILA INC	2016 COLUMBIA AVE	(615) 429-4595	090		026.13	4910	509	\$ 1,150.00
18	KEELING COMPANY	2013 COLUMBIA AVE	(615) 595-1177	090G	D	001.00	1844	174	\$ 1,150.00
20	TAYLOR INV GROUP LLC	2009 COLUMBIA AVE	(615) 294-4930	090G	B	006.00	6211	264	\$ 1,150.00
21	LITTLETON PINES LLC	120 SWANSON BRANCH WAY	(615) 814-2959	090		026.12	8608	447	\$ 1,150.00
22	OLD SOUTH PROP INC	100 ALPHA DR	(866) 322-4547	090G	B	006.01	9553	324	\$ 1,150.00
26	B A PROPERTIES LLC	111 ALPHA DR	(615) 538-0907	090G	B	017.00	5416	294	\$ 1,150.00
28	CUTSFORTH HOLDINGS LLC	1915 COLUMBIA AVE	(616) 492-0793	090G	B	019.00	9202	221	\$ 1,150.00
29	ASADANGABI ABBAS et al RAMEZANIFAR JAVAD	2000 COLUMBIA AVE	(615) 790-1990	090G	A	006.00	4939	370	\$ 1,150.00
30	CAMERON TIMOTHY JR FAMILY TRUST et al CAMERON TIM L	1916 COLUMBIA AVE	()	090G	A	005.00	6973	464	\$ 1,150.00
31	DAVIS JEFFREY SCOTT et al SWAFFORD MARK ALLEN	101 CENTURY CT	(615) 794-1068	090G	A	007.00	1970	610	\$ 1,150.00
32	HARRIS EARL R JR ETUX BARRIS BARBARA G	1914 COLUMBIA AVE	(615) 812-0152	090G	A	004.00	681	511	\$ 1,150.00
33	FITZ ENTERPRISES LLC	1911 COLUMBIA AVE	(215) 286-5350	090G	B	020.00	3309	594	\$ 1,150.00
34	FAUST ERNEST K ET UX FAUST CAROL A	1912 COLUMBIA AVE	(615) 656-1343	090G	A	003.00	0708	398	\$ 1,150.00
35	GULF RESIDENTIAL PROP LLC	1909 COLUMBIA AVE	(615) 790-6470	090G	B	022.00	7967	289	\$ 1,150.00
36	THIBEDORE GILBERT WELLS AND RENATA ELIZABETH BLUHM TRUST	1908 COLUMBIA AVE	(615) 790-7216	090G	A	002.00	3056	694	\$ 1,150.00
37	CRUTCHER MILTON D ET UX CRUTCHER BRENDA G	100 CENTURY CT		090G	A	019.00	1071	581	\$ 1,150.00
42	CRUTCHER MILTON D ET UX CRUTCHER BRENDA G	1906 COLUMBIA AVE	(615) 790-7216	090G	A	001.00	0842	544	\$ 1,150.00
43	RICHARDSON DEE	1905 COLUMBIA AVE	(615) 794-4214	090G	B	023.00	5910	3	\$ 1,150.00
44	CAMERON PROPERTIES	1902 COLUMBIA AVE	(615) 261-6115	090G	C	001.01	1105	515	\$ 1,150.00
45	FRANKLIN SUSAN COX LLC	1901 COLUMBIA AVE		090		010.00	3489	773	\$ 1,150.00
46	O'REILLY AUTOMOTIVE INC	103 LUMBER DR	(417) 829-5877	090G	E	002.00	3084	522	\$ 1,150.00
47	CAMERON PROPERTIES	1900 COLUMBIA AVE	(866) 322-4547	090G	C	001.00	1210	950	\$ 1,150.00
48	CITY OF FRANKLIN	124 LUMBER DR	(615) 261-6115	090		009.00	5444	425	\$ 1,150.00
49	CENTURY PLAZA LLC	96 BEASLEY DR	(615) 790-8468	090G	C	029.01	3457	450	\$ 1,150.00
50	CHEROKEE LUMBER LLC	102 LUMBER DR		090G	E	001.00	6963	448	\$ 1,150.00
56	CHURCH ROLLING HILLS COMMUNITY INC	1810 COLUMBIA AVE	(615) 861-3663	090		006.00	7802	476	\$ 1,150.00
57	AGNL BLADE LP	COLUMBIA AVE		090		009.01	7005	255	\$ 1,150.00
58	FRANKLIN 243 LLC	COLUMBIA AVE		090		007.01	6709	270	\$ 1,150.00
59	AGNL BLADE LP	1715 COLUMBIA AVE	(615) 794-2531	090		008.00	7005	255	\$ 1,150.00
60	CHURCH ROLLING HILLS COMMUNITY INC	WERTHAN CIR		090		006.00	6120	329	\$ 1,150.00
61	CIVICS LLC	COLUMBIA AVE		090		006.11	6683	557	\$ 1,150.00
62	DAVACHI FARHAD ET AL DAVACHI MEHRNOOSH	1605 COLUMBIA AVE	(615) 435-3528	090G	A	015.01	8547	790	\$ 1,150.00
63	CIVICS LLC	1710 COLUMBIA AVE	(215) 286-5350	090		006.08	6683	557	\$ 1,150.00
64	CONROAD ASSOC LP	1609 COLUMBIA AVE	(731) 602-8050	090G	A	014.01	3165	473	\$ 1,150.00
65	BEARD DALLAS	92 CONFEDERATE DR	(630) 825-8266	090G	A	015.00	8821	25	\$ 1,150.00
70	Donny R. Horton & Betty K. Horton	106 CONFEDERATE DR	(615) 642-1772	090G	A	018.00	1281	745	\$ 1,150.00
71	CORNERSTONE FINANCIAL CREDIT UNION INC	102 WERTHAN CIR	(615) 791-1129	090		006.07	7113	70	\$ 1,150.00
74	MOODY DEBORAH K	1600 COLUMBIA AVE	(615) 794-1504	078		042.00	2704	686	\$ 1,150.00
75	WNR31FRANKLIN LLC	102 CARR AVE	(615) 299-6005	090G	A	008.00	8701	394	\$ 1,150.00
76	BUTLER VENTURES LLC	1551 COLUMBIA AVE	(615) 790-7860	090G	A	005.00	6366	728	\$ 1,150.00
77	WILLIAMSON COUNTY	1550 COLUMBIA AVE		078		040.00	2835	468	\$ 1,150.00
82	STOKES REAL EST	1547 COLUMBIA AVE	(804) 651-0148	090G	A	007.00	9513	123	\$ 1,150.00
83	1552 FRANKLIN LLC	1552 COLUMBIA AVE	(714) 213-3467	078		039.00	8045	915	\$ 1,150.00
84	203 DOWNS AVE LLC	203 DOWNS BLVD	(754) 312-5439	078		037.00	9026	599	\$ 1,150.00
85	ROBESON GERALD & GENETTE COLUMBIA AVE TRUST	1543 COLUMBIA AVE	(469) 388-4266	078N	D	011.00	7600	761	\$ 1,150.00
86	CAMERON PROPERTIES	1545 COLUMBIA AVE		078N	D	001.00	1440	78	\$ 1,150.00
87	WELTON INVESTMENTS LLC	192 DOWNS BLVD		078O	A	020.00	6735	334	\$ 1,150.00
88	DOWNS PARTNERS LLC	200 DOWNS BLVD		078		035.00	7946	668	\$ 1,150.00
89	WELTON INVESTMENTS LLC	1504 COLUMBIA AVE		078O	A	019.00	1841	1004	\$ 1,150.00
90	SHIN HYUN T ET AL CHIN CHANG SUG	1535 COLUMBIA AVE		078N	A	019.00	5520	869	\$ 1,150.00
91	WELTON INVESTMENTS LLC	198 DOWNS BLVD		078O	A	021.00	6735	334	\$ 1,150.00
92	CAMERON RENTALS LLC	1503-33 COLUMBIA AVE		078N	A	020.00	6667	830	\$ 1,150.00
93	WELTON INVESTMENTS LLC	1500 COLUMBIA AVE		078O	A	018.00	1263	907	\$ 1,150.00
94	B O W C	1501 COLUMBIA AVE		078N	A	021.00	3403	620	\$ 1,150.00
102	ROOS KARLA B	104 AVONDALE DR		078N	D	002.00	8981	222	\$ 1,150.00
104	SIMMONS BERTHA	108 AVONDALE DR		078N	D	003.00			\$ 1,150.00
106	PAGE GLEN HAROLD REV TRUST	200 AVONDALE DR		078N	D	004.00	4607	699	\$ 1,150.00

\$ 80,500.00



File #: 21-0427

DATE: April 4, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Consideration Of COF Contract No. 2025-0126, A Professional Services Agreement With Boozer And Company, P.C. For Right-Of-Way Appraisal Services On The Old Peytonsville Road & Long Lane Bridge & Connector - Minimum Build Project

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2025-0126, a Professional Services Agreement (PSA) with Boozer and Company for ROW Appraisal Services on the Old Peytonsville Road & Long Lane Bridge & Connector - Minimum Build Project.

BACKGROUND/STAFF COMMENTS:

On June 25, 2024, the BOMA approved Resolution 2024-46, adopting Phase I of the FYs 2024-2033 CIP. This "Phase 1" approval reaffirmed support for many of the projects approved in 2019 and modified the parameters of several others. One specific project that was modified was the "Long Ln and Old Peytonsville Rd Connector", which was reduced in scale to its original project limits (i.e., the "Minimum Build"). The project team is currently working on the utility relocation design and final right-of-way (ROW) plans. The ROW acquisition phase could begin this Spring 2025.

This PSA brings Boozer and Company on-board to provide the required ROW and easement acquisition appraisals. See "Attachment A" to the proposed PSA for the detailed scope of services and compensation fee summary.

FINANCIAL IMPACT:

This PSA will have a not-to-exceed cost of \$93,500.00. It is likely that a project this large will consist of multiple sources of funding (e.g. bonds, road impact, general fund, etc.), but the final source(s) of funding will be determined by the Administration and Finance Departments.

RECOMMENDATION:

Staff recommends that COF Contract No. 2025-0126 be recommended to the Board of Mayor and Aldermen for approval.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2025-0126**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **BOOZER & COMPANY, P.C.** hereinafter referenced as Consultant, who mutually agree as follows:

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

RIGHT-OF-WAY APPRAISAL SERVICES FOR OLD PEYTONSVILLE ROAD & LONG LANE BRIDGE & CONNECTOR – MINIMUM BUILD

1. **SCOPE OF SERVICES.** Consultant shall provide appraisal services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the not to exceed amount of **Ninety-Three Thousand Five Hundred and NO/100 Dollars (\$93,500.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 202__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 ENVIRONMENTAL RESPONSIBILITY.

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

ARTICLE 6. SCHEDULE.

- 6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.
- 6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.
- 6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

- 7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.
- 7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.
- 7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

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

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

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

ARTICLE 9. PAYMENT.

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

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.
- 10.5 **IRAN DIVESTMENT ACT** By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Consultant and each person signing on behalf of any Consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any

subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

- 10.6 **NON-BOYCOTT OF ISRAEL** Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.
- 12.2 **BREACH.** Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract

or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BOOZER & COMPANY, P.C.

CITY OF FRANKLIN, TENNESSEE

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

ATTEST:

BY: _____
Angie Skarp
City Recorder
Date: _____

Approved as to Form:

J. Blake Harper, Staff Attorney

**BOOZER &
COMPANY, P.C.**

Professional Real Estate Appraisers & Consultants

March 7, 2025

Mr. William Banks
Engineering Department
City of Franklin
109 3rd Avenue South, Suite 133
Franklin, TN 37064

**RE: Proposal for ROW Appraisal Services
Old Peytonsville Road & Long Lane Connector Project
Franklin, Williamson County, Tennessee**

Dear William,

Per your request, I respectfully submit this formal proposal for **Ted Boozer, MAI of Boozer & Company, P.C.** to conduct ROW appraisals on the above-referenced project, as outlined below.

The purpose of the appraisals will be to estimate the Amount Due the Property Owner as a result of the proposed ROW acquisition for the Old Peytonsville Road and Long Lane Connector project. The intended use of the appraisals will be to assist the City of Franklin in right-of-way acquisition for this project. The intended user of these reports will be the City of Franklin, and/or assigns. **Boozer & Company, P.C.** will not be responsible for unauthorized use of the reports.

The appraisals will be completed in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Act, and TDOT Guidelines for Appraisers.

Appraisal Fees: Based on the preliminary ROW plans, it has been determined there are 17 impacted tracts on this project, each of which will be analyzed independently in 17 appraisal reports. The total fee for these appraisals will be **\$5,500 per tract, or a total of \$93,500** (see attached spreadsheet for tract number ID). Should additional tracts be added or removed from the spreadsheet, the total fee will be adjusted accordingly. Fees will become due and payable upon completion and delivery of the appraisal reports.

Report Updates/Consulting/Expert Witness Testimony/Etc.: Any updates or revisions to the completed appraisal reports due to plan changes will be billed at 50% of the original fee, assuming no significant changes in market conditions has occurred since the date of the original report that requires additional market data research. If additional market data is necessary to complete the updated/revised report, or if a new site inspection is required due to change in ownership, fees will be negotiated on a case-by-case basis. Any consultation outside the scope of the appraisal assignment, or testimony/conferences in relation to condemnation of tracts, will be billed at a rate of **\$300 per hour**.

Timing: Upon receiving the Notice to Proceed from the client, the appraisal reports can be completed within **90 to 120 days**.

Page 2
March 7, 2025

Thank you for allowing *Boozer & Company, P.C.* the opportunity to submit this proposal. If you have any questions, please feel free to contact me at 615-591-4422 ext. 203. I look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ted Boozer', is centered on a light yellow rectangular background.

Ted A. Boozer, MAI, CG-973
State Certified General Real Estate Appraiser

Long Lane Connector

Report #	Tract #	Size (Ac.)	Current Use	Type	Notes	Fee
1	2	2.582	Berry Farms Common Area	FPA	Common area, some improvements	\$5,500
2	4	1.954	Residential	FPA	Minor acquisition	\$5,500
3	12	1.248	Residential	FPA	Minor acquisition	\$5,500
4	13	1.883	Residential	FPA	Minor acquisition	\$5,500
5	33	2.692	Berry Farms Common Area	FPA	Common area, some improvements	\$5,500
6	36	1.825	Residential	FPA	Minor acquisition	\$5,500
7	37	4.087	Residential	FPA	Minor acquisition	\$5,500
8	38	1.415	Berry Farms	FPA	Future development land	\$5,500
9	39	1.909	Berry Farms	Formal Vacant	Future development land	\$5,500
10	40	2.625	Residential	FPA	Minor acquisition	\$5,500
11	41	23.278	Berry Farms	Formal Vacant	Future development land; possible uneconomic remnant	\$5,500
12	42	2.241	Residential	FPA	Minor acquisition	\$5,500
13	43	79.704	Residential Estate	FPA	Various acquisitions; some access changes	\$5,500
14	44	4.923	Commercial Vacant	Formal Vacant	Various acquisitions; some access changes	\$5,500
15	45	23.051	Vacant Residential	Formal Vacant	Minor acquisition	\$5,500
16	46	101.750	Ag Center Property	FPA	Various acquisitions; some access changes	\$5,500
17	50	4.042	Improved Commercial	FPA	Minor acquisition	\$5,500
Total						\$93,500



File #: 21-0264

DATE: February 27, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of COF Contract No. 2024-0072, With DRB Preservation Trust (The Preserve At Sheridan) For A Road Impact Fee Offset Agreement For An Amount Not To Exceed \$239,056

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2024-0072, With DRB Preservation Trust (The Preseve At Sheridan) For A Road Impact Fee Offset Agreement For An Amount Not To Exceed \$239,056.

BACKGROUND/STAFF COMMENTS:

This memorandum outlines the agreement between The City of Franklin, Tennessee, and DRB Preservation Trust regarding The Preserve at Sheridan (COF Project #8383). The developer submitted a development plan to the Franklin Municipal Planning Commission for approval. As part of the project, the developer is required to design, acquire right-of-way, obtain permits, and construct the necessary roadway improvements on Franklin Road. These improvements align with the City's Major Thoroughfare Plan, Connect Franklin, ensuring consistency with established municipal planning objectives. The Developer has also requested that a portion of the associated costs be offset against applicable Road Impact Fees.

FINANCIAL IMPACT:

The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above arterial roadway Improvements is Two Hundred Thirty Nine Thousand Fifty Six and No/100 Dollars (\$239,056.00) for the Development Project and the total arterial impact fees generated by the Development is estimated to be Seventy Three Thousand Six Hundred Sixty Five and No/100 Dollars (\$73,665). The total reimbursement shall not exceed the fees generated by the Development.

The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above collector roadway improvements is Twenty Six Thousand Eight and 64/100

Dollars (\$26,008.64) for the Development Project and the total collector impact fees generated by the Development is estimated to be One Hundred Eleven Thousand Eight Hundred Ninety Five and 50/100 (\$111,895.50). The total reimbursement shall not exceed the fees generated by the Development.

RECOMMENDATION:

Staff recommends that COF Contract No. 2024-0072 be recommended to the Board of Mayor and Aldermen for approval.

**ROAD IMPACT FEE REIMBURSEMENT AGREEMENT
COF CONTRACT NO. 2024-0072**

This agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and DRB Preservation Trust, ("Developer"), on this the _____ day of _____, 20____, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission The Preserve At Sheridan Development Plan COF Project #8383 for approval (the "Development Project"); and

WHEREAS, the City has required the Developer to design, acquire right-of-way, acquire easements, obtain permits, and construct certain roadway improvements (the "Improvements") as a requirement of the Development Project and as shown on Exhibit A; and

WHEREAS, the Improvements required as part of the Development Project are identified in the City's Major Thoroughfare Plan, Connect Franklin; and

WHEREAS, the Developer has made application to offset a portion of the costs of these improvements against any Road Impact Fees due from the Development Project.

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

1. PURPOSE. The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the provision of reimbursement of collector and arterial road impact fees pursuant to the FMC.

2. TERM. This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fully fulfilled their obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making; this Agreement shall only be terminated for convenience upon written agreement of the parties.

PROJECT. The Developer has submitted reliable information related to the costs of construction of the following Improvements: A northbound left turn lane at Franklin Road and Berrys Chapel Road.

3. ELIGIBLE ARTERIAL ROAD IMPACT FEE REIMBURSEMENT. The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above arterial roadway Improvements is **Two Hundred Thirty-Nine Thousand Fifty Six and No/100 Dollars (\$239,056.00)** for the Development Project and the total arterial impact fees generated by the Development is estimated to be **Seventy Three Thousand Six Hundred Sixty Five and No/100 Dollars (\$73,665.00)**. The total reimbursement shall not exceed the fees generated by the Development.

4. ELIGIBLE COLLECTOR ROAD IMPACT FEE REIMBURSEMENT. The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above collector roadway Improvements is **Twenty-Six Thousand Eight and 64/100 Dollars (\$26,008.64)** for the Development Project and the total collector impact fees generated by the Development is estimated to be **One Hundred Eleven Thousand Eight Hundred Ninety Five and 50/100 Dollars (\$111,895.50)**. The total reimbursement shall not exceed the fees generated by the Development.

5. APPROVAL OF CONTRACTS AND AGREEMENTS. The City Engineer shall review and approve all professional services agreements, right-of-way and easement acquisition offers (that exceed the appraised value of the acquisition), and construction bids associated with the Improvements. The Developer shall obtain approval prior to the spending of any funding in which the Developer is seeking reimbursement from the City. The Developer agrees that failure to obtain contract approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

6. APPROVAL OF CONSTRUCTION DOCUMENTS. Prior to starting right-of-way acquisition, easement acquisition, and construction, the Developer shall submit construction documents to the City Engineer for review and approval. The Developer agrees that failure to obtain approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

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

8. ON-SITE RIGHT-OF-WAY AND EASEMENT DEDICATION. The reimbursement value of on-site right-of-way shall be based on the fair market value of the land at the date of application for the development approval for which the condition of dedication was imposed. The value of right-of-way is hereby established as **\$2.24 per SF**, and all other necessary temporary slope, temporary construction, access easements, and utility easements shall be dedicated at no cost to the City.

9. OFF-SITE RIGHT-OF-WAY AND EASEMENT ACQUISITION.

- a. The Developer shall be responsible for obtaining all off-site right-of-way and easements associated with the off-site Improvements.
- b. At a minimum, the Developer shall offer fair market value for all right-of-way and or easements necessary as part of the Improvements. The value of right-of-way and easements shall be determined by a professional real estate appraiser or other means as approved by the City Engineer.
- c. Should negotiations fail, the City agrees to assist, to the maximum extent allowable by law, in the acquisition of the necessary off-site right-of-way and easements associated with the Improvements.

10. Reimbursement and Final Acceptance.

- a. The Developer may submit periodic invoices to the City during the course of design, right-of-way acquisition, easement acquisition, permitting and construction (not more frequently than every 90 days), which invoices shall be payable within 30 days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected impact fees as specified within this Agreement.
- b. No reimbursement on Construction shall be allowed until all right-of-way and easements have been properly deeded to the City and/or State and recorded at the Williamson County Register of Deeds.
- c. Invoices shall include copies of approved contracts and invoices associated with the roadway Improvements, partial lien waivers for all contracts and copies of checks to show proof of payment. The Developer shall submit invoices based on the latest approved City forms as required by the Road Impact Fee Administrator (City Engineer).

- d. Prior to final reimbursement and City acceptance of off-site Improvements, the Developer shall coordinate final inspections with the City and obtain letters of acceptance from the Street Department or City Engineer.
- e. The following costs are specifically excluded from reimbursement: fiscal cost, including interest of money borrowed to finance the construction, cost for utility relocations, landscaping, turn lanes, internal management fees and turn lanes / signal improvements that benefit solely the development and not the arterial and/or collector roadway.

11. INDEMNIFICATION.

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

12. MISCELLANEOUS.

- a. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
- b. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

- d. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
- e. Assignment. The rights and obligations of this Agreement are not assignable without prior written consent of the City.
- f. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- g. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

(signature page to follow)

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

Approved by the Franklin Board of Mayor and Aldermen on _____, 20__.

WITNESS our hands on the dates as indicated.

DEVELOPER

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)

)

COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ self to be _____ (or other officer authorized to execute the instrument) of _____, the within named bargainor, a _____, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE

Mayor

Date: _____

ATTEST:

By: _____

ANGIE SKARP

City Recorder

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

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

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

Notary Public

My Commission Expires: _____

Approved as to form by:

J. Blake Harper, Staff Attorney



RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

FRANKLIN ROAD TURN LANE CONCEPT LAYOUT

FOR
THE PRESERVE AT SHERIDAN

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=80'

Date: 09/19/2024

Approved By: B. BAXTER

Revisions:

Drawing Title:
FRANKLIN ROAD
TURN LANE
CONCEPT LAYOUT

Drawing No.
T1.1

Project No.
22-0131





File #: 21-0481

DATE: April 14, 2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For April 2025

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of some of the City's transportation, stormwater, and parks capital projects.

BACKGROUND/STAFF COMMENTS:

To access the live dashboard for the City of Franklin Capital Investment Projects, please go to the following City webpage:

[COF Dashboard Link](#)

Manually locate the dashboard following the instructions below:

Go to the City of Franklin's main website at: <https://www.franklinton.gov/>,
Hover your cursor over "**Our City**" or "**Business**",
Click on "[City Projects](#)",
Click on "[Capital Projects Dashboard](#)".

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

City of Franklin Capital Investment Projects Dashboard

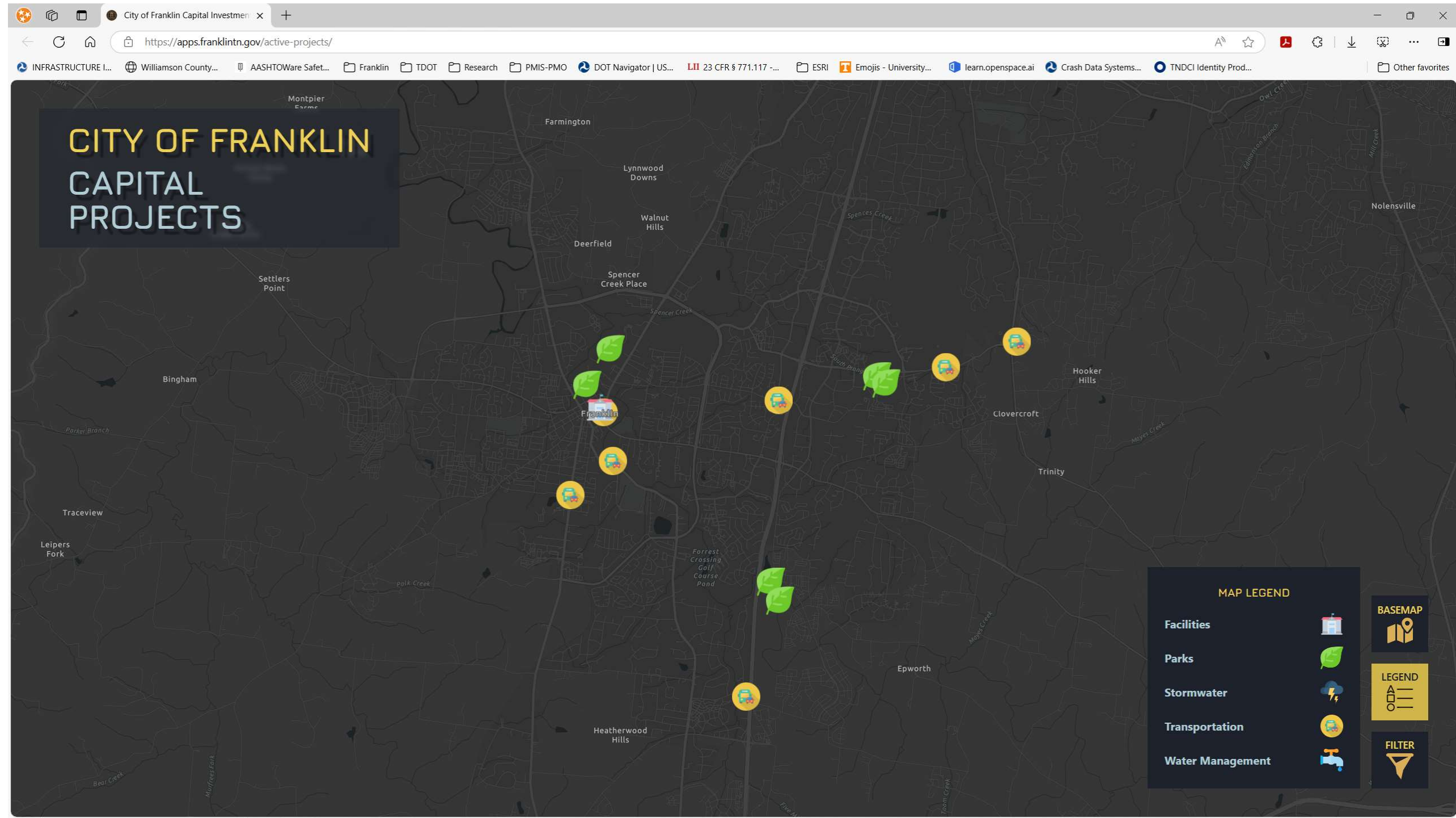


Image Captured from City of Franklin Website on 04/14/2025

Go to www.franklintn.gov >> Hover over "Our City" >> Click on "City Projects" >> Click on "[Capital Projects Dashboard](#)"

OR

Go to www.franklintn.gov >> Hover over "Business" >> Click on "City Projects" >> Click on "[Capital Projects Dashboard](#)"