



City of Franklin

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

Meeting Agenda

Capital Investment Committee

Thursday, April 23, 2026

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 26, 2026 Capital Investment Committee Meeting

NEW BUSINESS

3. Consideration Of Ordinance 2026-04, An Ordinance Amending Title 16 Of The Municipal Code To Establish Chapter 15, Sidewalk Fee-In-Lieu Program

Sponsors: Paul Holzen

4. Consideration Of DRAFT Resolution 2026-30, A Resolution Declaring Certain Right-Of-Way Located Between Bostick Street And Cannon Street As Surplus

Sponsors: Paul Holzen, Jimmy Wiseman, Lance Fittro

5. Consideration Of DRAFT COF Contract No. 2026-0131, With Veolia For Remote Monitoring Of Membranes At The Water Treatment Plant

Sponsors: Michelle Hatcher

6. Consideration Of Resolution 2026-20, A Resolution Authorizing Condemnation For The Acquisition Of Property For The Southvale PUD Subdivision Offsite Sewer

Sponsors: Michelle Hatcher, Todd Snackenberg

7. Capital Projects Dashboard And Status Updates For April 2026

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 26, 2026

3:00 PM

Williamson County
Auditorium

CALL TO ORDER

Chair Beverly Burger called the meeting to order at 03:01 PM

Board Members Present: Beverly Burger, Brandy Blanton, Patrick Baggett, Jason Potts

Board Members Absent:

Staff Present: Mark Hilty, Walter Denton, Paul Holzen, Jonathan Marston, Jerry Hatcher, Sarah Schilling

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 Jason Potts, seconded by Alderman Brandy Blanton to Set 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 26, 2026 Capital Investment Committee Meeting

Sponsors:

A motion was made by Vice Chair Patrick Baggett, seconded by Alderman Jason Potts to Approve the February 26, 2026 Capital Investment Committee Minutes. The motion passed 4-0.

NEW BUSINESS**3. Consideration Of Ordinance 2026-03, An Ordinance To Amend Section 15-603 Of The Municipal Code Relating To Stopping, Standing, And Parking Prohibited Locations**

Sponsors: Paul Holzen

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Recommend Approval of the Ordinance to the Board of Mayor and Aldermen. The motion passed 4-0.

4. Consideration Of Resolution 2026-17, 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 Church Street Improvements Project (COF Project No. 2019-019)

Sponsors: Paul Holzen, Jonathan Marston, William Banks

A motion was made by Alderman Jason Potts, seconded by Alderman Brandy Blanton to Recommend Approval of the Resolution to the Board of Mayor and Aldermen. The motion passed 4-0.

5. Consideration Of DRAFT COF Contract No. 2026-0141, A Professional Services Agreement With Boozer & Company, P.C., For The Church Street Improvements Project At A Not To Exceed Cost Of \$211,500

Sponsors: Paul Holzen, Jonathan Marston, William Banks

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.

6. Consideration Of DRAFT COF Contract No. 2026-0142, A Professional Services Agreement With Johnson, Mirmiran & Thompson, Inc. (JMT), For Right-Of-Way Acquisition Services For The Church Street Improvements Project At A Not To Exceed Cost Of \$258,300

Sponsors: Paul Holzen, Jonathan Marston, William Banks

A motion was made by Vice Chair Patrick Baggett, seconded by Alderman Jason Potts to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.

7. Consideration Of Amendment 2 To COF Contract No. 2021-0283, With Lose Design For The Liberty Park Expansion Project At A Lump Sum Cost Increase Of \$131,000

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Recommend Approval of the Contract Amendment to the Board of Mayor and Aldermen. The motion passed 4-0.

8. Consideration Of COF Contract No. 2026-0096, With Tennessee Department of Transportation For SR-6 (East Main Street) Bridge Over Harpeth For An Estimated Amount Of \$927,900

Sponsors: Paul Holzen, Jonathan Marston

A motion was made by Alderman Jason Potts, seconded by Vice Chair Patrick Baggett to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.

9. **Consideration Of DRAFT COF Contract No. 2026-0123, A Professional Services Agreement With Johnson, Mirmiran & Thompson, Inc. (JMT), For Right-Of-Way Acquisition Services For The Old Peytonsville Road & Long Lane Bridge & Connector – Minimum Build Project At A Not To Exceed Cost Of \$118,750**

Sponsors: Paul Holzen, Jonathan Marston, William Banks

A motion was made by Alderman Jason Potts, seconded by Vice Chair Patrick Baggett to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.

10. **Consideration Of DRAFT Change Order 1 To COF Contract No. 2023-0377, With Stansell Electric Company For Franklin ITS Expansion (COF Project No. 2014-018 / TDOT PIN 116144.00) For A Cost Decrease Of \$25,214**

Sponsors: Paul Holzen, David Chang

A motion was made by Alderman Jason Potts, seconded by Vice Chair Patrick Baggett to Recommend Approval of the Contract Change Order to the Board of Mayor and Aldermen. The motion passed 4-0.

11. **Consideration Of Amendment 1 To COF Contract No. 2024-0050 With The Corradino Group, Inc. For Additional Construction Oversight And Inspection Services For The Pearlene M. Bransford Complex Increasing The Contract Cost By A Not-to-Exceed Amount Of \$740,080**

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

A motion was made by Alderman Jason Potts, seconded by Vice Chair Patrick Baggett to Recommend Approval of the Contract Amendment to the Board of Mayor and Aldermen. The motion passed 4-0.

12. **Consideration Of DRAFT Change Order 1 (Final) To COF Contract No. 2025-0232, With Nickell Contracting, LLC For The SR96 Murfreesboro Road Access Control and Royal Oaks Improvement Project Resulting In A Net Decrease Of \$144,583.64**

Sponsors: Paul Holzen

A motion was made by Alderman Brandy Blanton, seconded by Alderman Jason Potts to Recommend Approval of the Contract Change Order to the Board of Mayor and Aldermen. The motion passed 4-0.

13. **Consideration Of COF Contract No. 2026-0130, With Univar Solution USA, Inc., For Hydrogen Peroxide For Water Treatment Process Of Potable Water**

Sponsors: Michelle Hatcher, Brian Goodwin

A motion was made by Vice Chair Patrick Baggett, seconded by Alderman Jason Potts to Recommend Approval of the Procurement Award to the Board of Mayor and Aldermen. The motion passed 4-0.

14. **Consideration Of DRAFT Amendment 1 To COF Contract No. 2025-0086, With Gresham Smith For The WTP Hydrochloric Acid Building In The Amount Of \$26,100**

Sponsors: Brian Goodwin

A motion was made by Vice Chair Patrick Baggett, seconded by Alderman Jason Potts to Recommend Approval of the Contract Amendment to the Board of Mayor and Aldermen. The motion passed 4-0.

15. Consideration Of COF Contract No. 2026-0102, With TDOT For Sanitary Sewer Line Relocation With Franklin Road Bridge Over The Harpeth River Project

Sponsors: Michelle Hatcher, Brian Goodwin

A motion was made by Vice Chair Patrick Baggett, seconded by Alderman Jason Potts to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.

16. Consideration Of COF Contract No. 2026-0134, With Civil-Link, LLC For Roadway Pavement Condition Assessment In The Amount Of \$92,000

Sponsors: Jerry Hatcher

A motion was made by Vice Chair Patrick Baggett, seconded by Alderman Brandy Blanton to Recommend Approval of the Contract to the Board of Mayor and Aldermen. The motion passed 4-0.

17. Capital Projects Dashboard And Status Updates For March 2026

Sponsors: Paul Holzen, Jonathan Marston

The item was acknowledged.

OTHER BUSINESS

ADJOURN

A motion was made by Alderman Jason Potts, seconded by Chair Beverly Burger to Adjourn the Meeting. The motion passed 4-0.

Meeting Adjourned @ 03:45 PM

Beverly Burger, Chair

DRAFT Minutes Prepared by Sarah Schilling, Deputy City Recorder - City Recorder's Office - March 27, 2026, 8:38 AM

The above minutes should be used as a summary of the motions passed and issues discussed at the meeting. This document shall not be considered a verbatim copy of every word spoken at the meeting.



File #: 26-0307

DATE: 4/23/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of Ordinance 2026-04, An Ordinance Amending Title 16 Of The Municipal Code To Establish Chapter 15, Sidewalk Fee-In-Lieu Program

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2026-04.

BACKGROUND/STAFF COMMENTS:

This ordinance creates a new chapter within Title 16 of the Municipal Code to formally establish the City's Sidewalk Fee-In-Lieu Program. The city has historically required sidewalk construction as part of development approvals and on a limited basis accepted fee-in-lieu payments when on-site construction was impractical. These practices have never been consolidated or codified in one place. With continued development activity and the growing need to expand the City's pedestrian network, it is important to adopt a clear, consistent, and transparent framework for administering sidewalk fee-in-lieu payments.

The Zoning Ordinance already identifies when a sidewalk fee-in-lieu may be required and the timing of such payments. However, it does not address how fees are calculated, how collected funds may be used, how funds must be geographically allocated, or how the program is administered. This ordinance fills those gaps by establishing definitions, outlining the purpose and authority of the program, and specifying the eligible uses of fee-in-lieu funds. It also requires that expenditures occur within the same road impact fee quadrant or within two miles of the contributing development, ensuring a clear nexus between the development paying the fee and the improvements funded by it.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends that Ordinance 2026-04 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE 2026-04

**AN ORDINANCE AMENDING TITLE 16 OF THE MUNICIPAL CODE TO ESTABLISH
CHAPTER 15, SIDEWALK FEE-IN-LIEU PROGRAM.**

WHEREAS, the City has historically required sidewalk construction as part of development approvals, and in certain cases has accepted fee-in-lieu payments when on-site construction was impractical or infeasible; and

WHEREAS, the City of Franklin Zoning Ordinance establishes the circumstances under which a sidewalk fee-in-lieu may be required for a proposed development, as well as the timing of such payment; and

WHEREAS, the Board of Mayor and Aldermen find it necessary to formally define and codify the sidewalk fee-in-lieu process within the Municipal Code to ensure consistency, transparency, and predictability for applicants, staff, and the public; and

WHEREAS, establishing a dedicated chapter within Title 16 will clarify the method for calculating such fees and the permissible uses of collected funds; and

WHEREAS, the Board desires to ensure that sidewalk fee-in-lieu payments are administered in a manner that maintains a clear nexus between the development contributing the fee and the pedestrian improvements funded by that fee; and

WHEREAS, the Board finds that defining the sidewalk fee-in-lieu program in the Municipal Code promotes public health, safety, and welfare by supporting the orderly development of pedestrian infrastructure throughout the city.

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

SECTION I: That Chapter 15 is established within Title 16, and is approved to read as follows:

CHAPTER 15 – SIDEWALK FEE-IN-LIEU PROGRAM

Sec. 16-1501. Short Title.

This chapter shall be known and may be cited as the “Sidewalk Fee-In-Lieu Program.”

Sec. 16-1502. Purpose and Authority.

The purpose of this chapter is to establish procedures for the administration, use, and geographic allocation of sidewalk fee-in-lieu payments collected in connection with development. This chapter is intended to complement the City of Franklin Zoning Ordinance, which governs the applicability and timing of such payments. This chapter is adopted pursuant to the City’s authority to regulate public infrastructure improvements, land development, and the use of public rights-of-way and easements under applicable law.

Sec. 16-1503. Definitions.

For the purposes of this chapter:

- (1) *Fee-in-lieu* means a monetary payment accepted by the City in place of constructing a required sidewalk, as authorized by the Zoning Ordinance and this chapter.
- (2) *Sidewalk improvement* means the design, engineering, right-of-way acquisition, construction, or utility relocation necessary to install pedestrian infrastructure along public or private roadways.

- (3) *Road impact fee quadrant* means the geographic quadrant in which a development is located, as defined by the City's adopted road impact fee program.
- (4) *City Engineer* means the City Engineer or their designee.

Sec. 16-1504. Applicability.

A sidewalk fee-in-lieu may be accepted only in cases where the Zoning Ordinance authorizes such payment in connection with a development plan, preliminary plat, or site plan. The criteria for determining applicability and the timing of payment shall be governed by the City of Franklin Zoning Ordinance.

Sec. 16-1505. Fee Amount.

The sidewalk fee-in-lieu shall be assessed in accordance with the fee established in Appendix A – Comprehensive Fees and Penalties, Chapter 16. The fee shall be based on the City's adopted square foot sidewalk cost and may be updated from time to time through amendments to Appendix A.

Sec. 16-1506. Authorized Uses of Funds.

Fees collected under this chapter may be used for:

- (a) Sidewalk design and engineering;
- (b) Sidewalk right-of-way or easement acquisition;
- (c) Construction of sidewalks, pedestrian ramps, and related improvements;
- (d) Utility relocations necessary to construct sidewalk infrastructure; and
- (e) Project management, inspection, and administrative costs directly related to sidewalk improvements.

Sec. 16-1507. Geographic Allocation of Funds.

Fees collected from a development shall be expended:

- (a) Within the same road impact fee quadrant in which the development is located; or
- (b) Within two (2) miles of the development that paid the fee, measured along public streets

The City shall determine the most effective use of funds within these boundaries to maximize pedestrian connectivity, safety, and public benefit.

Sec. 16-1508. Administration and Fund Management

The City Engineer shall administer the Sidewalk Fee-In-Lieu Program, including the review of eligible projects, allocation of funds, and coordination with other City departments to implement sidewalk improvements. All fees collected under this chapter shall be deposited into a dedicated Sidewalk Fee-In-Lieu Fund. The City shall maintain records of all deposits, expenditures, and project allocations.

Sec. 16-1509. Timeframe for Expenditure; Refunds.

Any sidewalk fee or portion thereof collected pursuant to this chapter which has not been expended within eight years from the date of payment, shall, upon application, be refunded to the record owner of the property for which the sidewalk fee was paid or, if the sidewalk fee was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund. All funds collected shall be deemed to be expended in the same order in which they were collected; that is, the funds collected first shall be expended first. Refunds shall be made only upon written application, which shall be submitted to the City within 30 days of the expiration of the refund period. Refunds shall be made to the record owner of the property for which the sidewalk fee was paid.

Sec. 16-1510. Consistency With Adopted Plans.

Sidewalk fee-in-lieu funds shall be used to support projects consistent with the City's adopted pedestrian, transportation, and capital improvement plans.

SECTION II: This Ordinance shall take effect from and after its passage on second and final reading, the health, safety and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSE:

By: _____
Cayce Anderson
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

William E. Squires
Deputy City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____



File #: 26-0426

DATE: 4/23/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering
Lance Fittro

SUBJECT:

Consideration Of DRAFT Resolution 2026-30, A Resolution Declaring Certain Right-Of-Way Located Between Bostick Street And Cannon Street As Surplus

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2026-30.

BACKGROUND/STAFF COMMENTS:

The purpose of this resolution is to declare a portion of City-owned right-of-way located between Bostick Street and Cannon Street as surplus property. Staff has determined that this segment of right-of-way is no longer necessary or desirable for public use and functions as a non-buildable remnant parcel. Because the value of the property is less than \$75,000, the Municipal Code allows the City to dispose of the right-of-way through negotiated contract in a manner that protects the public interest. Declaring the property surplus will allow the City to transfer ownership to the adjoining property owners, returning the land to the tax roll and eliminating the need for ongoing municipal maintenance. As part of the disposition, the City will require appropriate public utility, drainage, and access easements to ensure continued service and connectivity. The proposed action is consistent with City policy for right-of-way abandonment.

FINANCIAL IMPACT:

There is no financial impact to the City.

RECOMMENDATION:

Staff recommends that Resolution 2026-30 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2026-30

A RESOLUTION DECLARING CERTAIN RIGHT-OF-WAY LOCATED BETWEEN BOSTICK STREET AND CANNON STREET AS SURPLUS

WHEREAS, the Board of Mayor and Aldermen (BOMA) by approving this resolution, are determining that the existing right-of-way between Bostick Street and Cannon Street as shown on Exhibit A is no longer necessary, suitable, and desirable as public right-of-way; and

WHEREAS, because this right-of-way as shown in Exhibit A is no longer needed, the City now desires to declare the right-of-way surplus property in order to sell or dispose of the property to the adjoining property owners of Map 078J, Parcel Nos. 1.00, 2.00, 3.00, 26.00, 30.00, 31.00, 32.00, and 33.00; and

WHEREAS, the existing right-of-way between Bostick Street and Cannon Street would be considered a non-buildable lot and staff has determined the value to be less than \$75,000; and

WHEREAS, in general the surplus property shall be disposed of equally (50/50) to property owners adjacent to both sides of the City right-of-way as shown in Exhibit A; and

WHEREAS, the City will realize additional tax benefits from this property being returned to the tax roll with such transfer of ownership of the property; and

WHEREAS, Municipal Code Title 5, Chapter 8, Section 5-802 allows for the BOMA to sell or dispose of right-of-way by negotiated contract or by other means that will adequately protect the public interest when the value does not exceed \$75,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the right-of-way as shown in attached Exhibit A is hereby declared surplus property.

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that the right-of-way so declared as surplus shall be disposed equally (50/50) to the property owners of Map 078J, Parcel Nos. 1.00, 2.00, 3.00, 26.00, 30.00, 31.00, 32.00, and 33.00 as negotiated by the City Engineer and approved by the City Administrator with the following conditions:

- 1) Require a Public Utility and Drainage Easement on 100% of the property being vacated.
- 2) Require a Private Access Easement on a portion of the property being vacated as shown in Exhibit A. The existing asphalt and curb within the easement shall become the joint maintenance responsibility of the property owners.
- 3) Require the property owners to complete a survey for the surplus right-of-way and prepare legal descriptions for each portion to be disposed to the adjoining property owners of Map 078J, Parcel Nos. 1.00, 2.00, 3.00, 26.00, 30.00, 31.00, 32.00, and 33.00.
- 4) According to City policy, staff shall not abandon portions of the alley and shall ensure the property, as shown on Exhibit A, is abandoned in its entirety.
- 5) The Board hereby authorizes the City Administrator to execute all documents, easements, and deeds necessary to complete the right-of-way abandonment.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

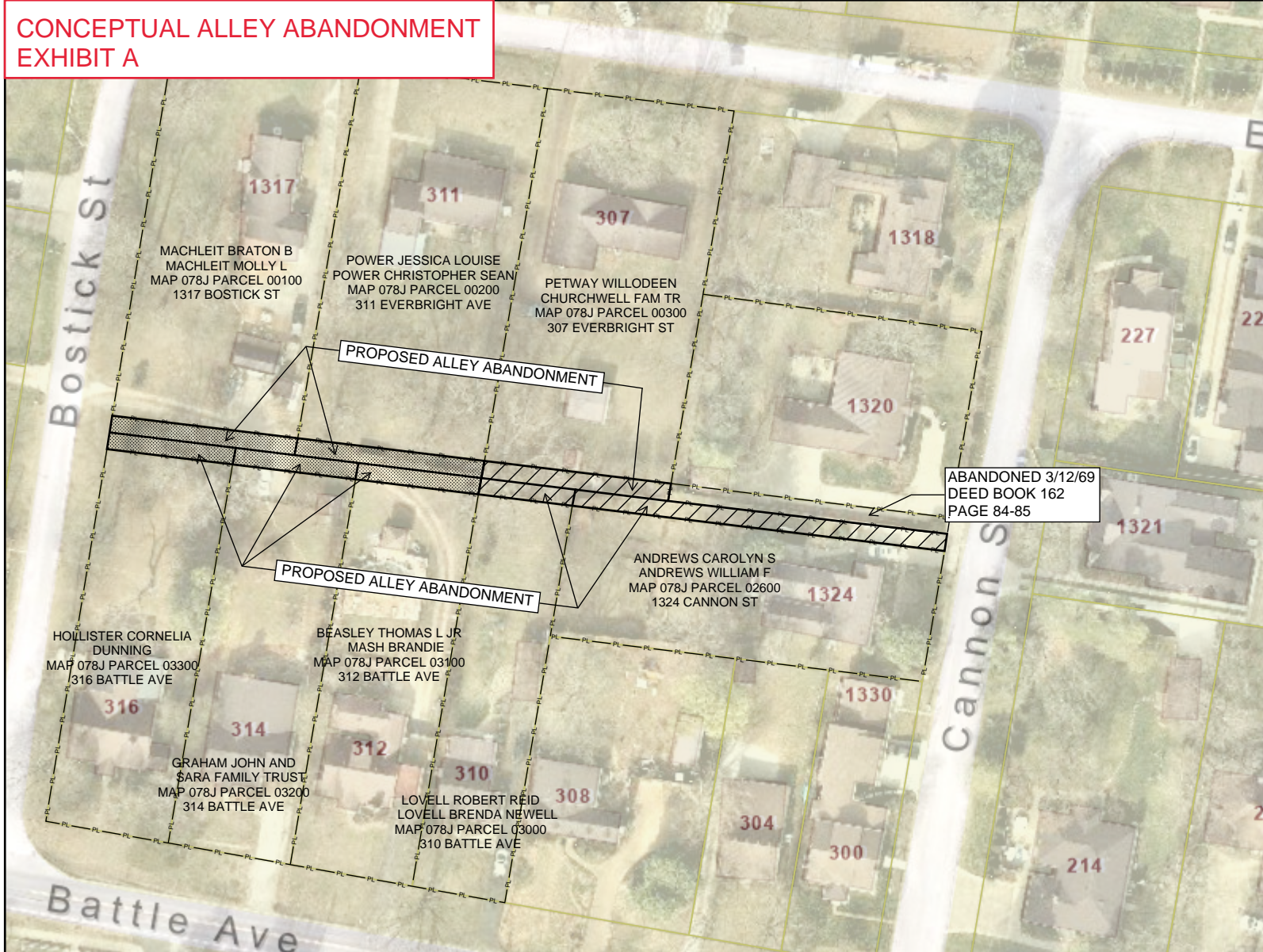
By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor



Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

**CONCEPTUAL ALLEY ABANDONMENT
EXHIBIT A**



**NOTE: THIS EXHIBIT
WAS PREPARED
USING CITY OF
FRANKLIN GIS
INFORMATION AND
MAY NOT BE 100%
ACCURATE**

-  PROPOSED PUBLIC UTILITY AND DRAINAGE EASEMENT
-  PROPOSED PUBLIC UTILITY, DRAINAGE AND ACCESS EASEMENT (ALL IMPROVEMENTS TO BE MAINTAINED BY THE PROPERTY OWNER)

**EX ALLEY BETWEEN
BOSTICK ST. AND
CANNON ST.**

CITY OF FRANKLIN



File #: 26-0285

DATE: 4/23/2026
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of DRAFT COF Contract No. 2026-0131, With Veolia For Remote Monitoring Of Membranes At The Water Treatment Plant

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a contract with Veolia for the water treatment plant.

BACKGROUND/STAFF COMMENTS:


The membranes at the WTP are nearing 8-years, which is close to a typical lifespan of this type of equipment. This contract is for remote monitoring, Veolia will only be able to view the equipment and cannot provide any control over the membranes. The ability for remote monitoring will provide for guidance on pressure testing, changes to valve settings for flow rates, inspection of membranes, recommendations on potential for new set-points for optimized operations, and forensic analysis of the membrane trains for guidance on replacement cycles.

FINANCIAL IMPACT:

This contract is for a 5-year term for a total of \$51,185.00, and this annual amount (\$10,237.00) has been budgeted in the WTP operations fund (421-82560-52102).

RECOMMENDATION:


Staff recommends that COF Contract No. 2026-0131 be recommended for approval by the Board of Mayor and Aldermen.

		ZENON ENVIRONMENTAL CORPORATION 3600 HORIZON BLVD BUCKS 19053-6742 TREVISE PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)			<h1>Quotation</h1>		
		Quote Date 12NOV2025		Quotation Exp. Date 30JUN2026		Veolia WTS Quote 20690987	
Sales Org. B493		Sales Representative / Contact Craig.Brown@veolia.com			Reference SERVICES RENEWAL 2026 THRU 2030		
Sold To: 1000131517 CITY OF FRANKLIN 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				Ship To: 4000208676 CITY OF FRANKLIN 838 LEWISBURG PIKE FRANKLIN TN 37064-5726 UNITED STATES			
Bill To: 0000488847 CITY OF FRANKLIN ATTN : ACCOUNTS PAYABLE 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				Payment Terms Net 30 Days from Date of Receipt of Invoice			
				Inco Terms FOB ORIGIN			
				Freight: Freight PrePaid and Add			
Currency: U.S. Dollar							
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
10	3206903 FEE - PA SERVICE BI-WKLY/INSIGHT YR SUBS 1 EA	1	EA	10,237.00	EA	10,237.00	
20	3206903 FEE - PA SERVICE BI-WKLY/INSIGHT YR SUBS 1 EA	1	EA	10,237.00	EA	10,237.00	
30	3206903 FEE - PA SERVICE BI-WKLY/INSIGHT YR SUBS 1 EA	1	EA	10,237.00	EA	10,237.00	
40	3206903 FEE - PA SERVICE BI-WKLY/INSIGHT YR SUBS 1 EA	1	EA	10,237.00	EA	10,237.00	
50	3206903 FEE - PA SERVICE BI-WKLY/INSIGHT YR SUBS 1 EA	1	EA	10,237.00	EA	10,237.00	
	InSight Process Consulting Service - Bi-Weekly Reports - Annual Fee						


Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

		ZENON ENVIRONMENTAL CORPORATION 3600 HORIZON BLVD BUCKS 19053-6742 TREVISE PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)			<h1 style="text-align: center;">Quotation</h1>		
Quote Date		Quotation Exp. Date			Veolia WTS Quote		
12NOV2025		30JUN2026			20690987		
Sales Org.		Sales Representative / Contact			Reference		
B493		Craig.Brown@veolia.com			SERVICES RENEWAL 2026 THRU 2030		
Sold To: 1000131517 CITY OF FRANKLIN 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				Ship To: 4000208676 CITY OF FRANKLIN 838 LEWISBURG PIKE FRANKLIN TN 37064-5726 UNITED STATES			
Bill To: 0000488847 CITY OF FRANKLIN ATTN : ACCOUNTS PAYABLE 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				Payment Terms Net 30 Days from Date of Receipt of Invoice			
				Inco Terms FOB ORIGIN			
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
	InSight Service Contact: Sarpreet Kuner Process Analyst sarpreet.kuner@veolia.com 905 469 7891 SERVICE CONTRACT DATES: JANUARY 1, 2026 THROUGH DECEMBER 31, 2030 Invoicing Schedule: -InSight service will be invoiced annually at the start of each year listed on the contract. Pricing above does not include applicable taxes, which will be applied at time of order. Multi-year Options: Prices shown are for a single year renewal of service. If Buyer is able to issue a firm, multi-year purchase order for a 2,3,4 or 5-year period, the stated price per year will be held unchanged over the full duration. Buyer will save on annual inflation adjustments and any other price adjustments over the period and will save on the administrative burden of preparing and issuing purchase orders. ***** NOTES: *****IMPORTANT*****						

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

		ZENON ENVIRONMENTAL CORPORATION 3600 HORIZON BLVD BUCKS 19053-6742 TREVOSSE PHONE: 1-866-439-2837 FAX: 866-891-4893 (ORDER PLACEMENT)			<h1>Quotation</h1>		
Quote Date		Quotation Exp. Date			Veolia WTS Quote		
12NOV2025		30JUN2026			20690987		
Sales Org.		Sales Representative / Contact			Reference		
B493		Craig.Brown@veolia.com			SERVICES RENEWAL 2026 THRU 2030		
Sold To: 1000131517 CITY OF FRANKLIN 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				Ship To: 4000208676 CITY OF FRANKLIN 838 LEWISBURG PIKE FRANKLIN TN 37064-5726 UNITED STATES			
Bill To: 0000488847 CITY OF FRANKLIN ATTN : ACCOUNTS PAYABLE 109 THIRD AVENUE SOUTH FRANKLIN TN 37064-2519 UNITED STATES				Payment Terms Net 30 Days from Date of Receipt of Invoice			
				Inco Terms FOB ORIGIN			
Currency: U.S. Dollar				Freight: Freight PrePaid and Add			
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount	
	PLEASE REFERENCE OUR QUOTATION # ON ALL PURCHASE ORDERS. ALL SALES ARE SUBJECT TO OUR TERMS AND CONDITIONS THAT ARE INCLUDED WITH THIS QUOTATION. WHEN PLACING AN ORDER, PLEASE ENSURE YOUR RDD (REQUESTED DELIVERY DATE) IS ENTERED ON THE PURCHASE ORDER. OTHERWISE THE SHIP DATE WILL DIVERT TO STANDARD LEAD TIME. ASAP REQUESTS WILL BE ENTERED AS STANDARD LEAD TIME. NOTES: Order will be shipped to the address on this quote. If this address is not accurate, please contact your Inside Sales Rep to have it modified. If a purchase order is placed with VEOLIA, please ensure the Quotation Number is referenced in the PO and it is written out to the VEOLIA business entity located in the header section of the quotation document. See below: ZENON ENVIRONMENTAL CORPORATION 3600 HORIZON BLVD. TREVOSSE, PA 199053-6742 -On any purchase order issued to Veolia, please state "Quotation # _____, dated ___/___/___, in its Scope, Price, Terms and Conditions, govern this Order & Quote"						

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

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		Inco Terms FOB ORIGIN				
Currency: U.S. Dollar		Freight: Freight PrePaid and Add				
SNo.	Part Number / Item Description	Quantity	Unit	Price	Unit	Amount
	TO PLACE AN ORDER: E-MAIL: nam.fulfillment.all@veolia.com Phone (1-866-439-2837) # Option 2 For all Post-Sale or Order Status inquiries, please contact our Customer Service Center at 1-866-439-2837 # Option 2 REQUEST FOR QUOTATION: Prepared By: Linda Beaman Aftermarket Inside Sales Specialist TEL: 720-766-7672 Email: Linda.Beaman@veolia.com OR vtc.vwts.insidesales-southcentral.all@veolia.com ***ACCEPTANCE OF QUOTATION*** Accepted By: _____ _____(Please Print) Signature: _____ Date Accepted: _____ PO Number: _____ *Please include a copy of the PO when returning the signed acceptance block					

Thank you for your Consideration. To place an order, please fax signed Purchase Orders to the Customer Care number shown above. To ensure that you receive the pricing quoted, please reference this quotation number on your order. All sales are subject to our terms and conditions, contained with this quotation. Freight for Bulk Delivery and specialized freight charges, where applicable, are not included unless otherwise indicated above. Taxation rates shown are based on tax codes in effect at the time of this quotation, and are subject to change.

Terms & Conditions of Sale

1. **Exclusive Terms and Conditions.** Together with any other terms that any legal entity that is part of the Veolia Water Technologies & Solutions business ("Seller") and the legal entity purchasing the Goods and Services ("Buyer") agree to in writing, and with the last proposal in order of time issued by the Seller, these Terms and Conditions of Sale form the exclusive terms ("Agreement") whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment ("Goods") and provide advice, instruction and other services in connection with the sale of those Goods ("Services"). Buyer agrees that this Agreement will control the relationship by accepting Goods and Services from Seller, even if Buyer sends to Seller other terms and conditions to which Seller may not respond.

2. **Buyer Obligations.** Seller will not control the actual operation of either Buyer's systems or Goods at the site, and unless otherwise specifically agreed in writing, dosification and/or installation of Goods shall be the responsibility of Buyer. Goods and Services provided hereunder are based upon the information Buyer makes available to Seller, and Seller reserves the right to utilize the most compact and feasible design compatible with sound engineering practices, and to make changes in details of design, construction and arrangement of Goods unless precluded by limitations (including, but not limited to actual space and feedwater/substance quality specifications) specified by Buyer in writing at the time an order is placed. If no such limitations are specified, Seller shall not be held responsible for incompatibility of the Goods and Services due to changes in feedwater/substance quality specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by Buyer and become apparent at a later date. For Services to be accurate and Goods to work as intended, Buyer must fulfill the following obligations ("Obligations"): (a) provide Seller complete and accurate information and data relevant to the scope of work to be provided, such as information related to Buyer's site conditions, systems, related equipment and processes, feedwater or other substances to be treated or measured with the Goods, including any hidden, unapparent, or changing conditions that may affect the effectiveness of the Goods; (b) operate all related systems and the Goods within the agreed to control parameters or, if none, within industry customary operating conditions; (c) maintain all related systems and Goods in good operating condition and repair; and (d) maintain and handle Goods in a proper and safe manner. If Buyer fails to fulfill the foregoing Obligations, Seller shall be relieved of any obligations with respect to warranties or any other commitments made to Buyer in writing, and Seller shall have no liability for any loss, damage or injury which Buyer may sustain or for which Buyer may be liable. Buyer is solely responsible for the operation of Buyer's systems, including ensuring that the systems are operated and maintained properly and comply with all laws, rules, regulations, license conditions and orders. Seller will not operate, inspect or maintain Buyer's systems or act as a licensed operator as defined by local regulatory authorities. Goods and Services sold by Seller are not intended for use in connection with any nuclear facility or activity. Buyer shall not sell or permit the use of the Goods in connection with any nuclear installation or activity without the prior written consent of the Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Buyer shall be responsible for using or disposing of all Goods, including the empty packaging in which Goods were contained once delivered to Buyer and where applicable such disposal should be pursuant to Section 9 herein. Buyer shall maintain all risk property and boiler and machinery breakdown insurance covering the full replacement value of Buyer's site, systems and related equipment, together with business interruption coverage, which includes a waiver of subrogation in favor of Seller and its affiliates. Prior to commencement of any work under this Agreement, and not less than annually thereafter during the term of this Agreement, Buyer shall deliver to Seller a certificate(s) of insurance and copy of waiver of subrogation endorsement evidencing that the foregoing insurance is in full force and effect. Seller shall maintain types and amounts of insurance against loss or damage and such other risks as customarily insured against by businesses whose operations are comparable to those of the Seller. Seller shall not be obliged to add Buyer or any other third party as an additional insured under Seller's insurance policies.

3. **Delivery.** All delivery designations are INCOTERMS 2020. Except for the provisions relating to Consigned Goods as per additional terms and conditions to be provided by Seller, to this Agreement and Section 8 of this Agreement, risk of loss or damage to Goods as well as containers and tanks in which Goods are contained, shall pass to Buyer upon Seller making the Goods available to Buyer for collection at Seller's premises, and title to Goods shall pass to Buyer upon Seller's receipt of Buyer's full payment therefor. Delivery dates indicated by Seller are only approximate. Quotations and proposal drawings provided by Seller show only general style, arrangement and approximate dimensions and weight. If any part of the Goods cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate an alternate storage location, and Seller shall ship such Goods to storage. Risk of loss shall thereupon pass to Buyer, and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Title shall pass to Buyer upon Seller's receipt of Buyer's full payment for such Goods. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Goods shall be a breach of this Agreement.

4. **Payment and Prices.** Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice, which shall be issued at the time of shipment. The prices quoted herein do not include taxes or duties. Buyer shall be directly responsible, and reimburse Seller, for the gross amount of any present or future bond, sales, use, excise, value-added, environmental or other similar tax or duty applicable to the price, sale or delivery of any Goods or Services furnished hereunder. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Unless Buyer has furnished Seller with evidence of tax exemption or direct pay permit acceptable to taxing authorities prior to the execution of the Agreement or Seller's acceptance of Buyer's purchase order (as the case may be), Buyer shall pay all taxes as invoiced by Seller and Seller is relieved of any obligation to (i) apply any tax exemption or direct pay permit, and/or (ii) refund to the Buyer any tax paid by the Seller. Seller's invoices will only be issued without domestic VAT where Buyer either makes available to Seller their valid VAT number in the case of an intercommunity supply or provides a valid certificate or acceptable statement for VAT or duty exemption. If Buyer is to arrange the export or intercommunity shipment, upon request by Seller, Buyer agrees to provide free of charge to Seller, evidence of exportation or intercommunity shipment that makes reference to Seller's invoice number and this documentation is acceptable to the relevant tax or custom authorities. In the event that there is either a failure to meet any of the above conditions or the information or documentation provided is deemed to be defective in any way by the tax or custom authorities then the Seller will have the right to separately invoice Buyer for any taxes, VAT or duties payable together with any interest or penalties that Seller incurs as a result and Buyer shall pay this invoice in accordance with the payment terms of this Agreement. For multi-year agreements, pricing stated shall remain firm for twelve (12) months, after which Seller shall be entitled to adjust pricing upward on an annual basis according to the designated formula used by Seller in Buyer's country and which shall be notified to Buyer. Buyer will provide to Seller a new purchase order at least thirty (30) days before expiration of any purchase order issued under this Agreement. If purchase orders are not renewed or new purchase orders issued by Buyer within this time scale, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may either: (a) decline to make deliveries of Goods or provide Services; or (b) if requested in writing by Buyer, continue to deliver Goods and Services subject to new prices that may be applicable and the Terms and Conditions of Seller (or any deviation agreed to in writing by the Parties) and invoice Buyer for these under the expired purchase order at prices in effect as of that date. However, where the Agreement contains a designated price adjustment formula the Goods and Services so delivered as per this Section 4 will be invoiced at the new rate defined by said price adjustment formula. Buyer agrees to be bound to pay such invoices in accordance with the payment terms of the Agreement. Unless otherwise specified, all prices are INCOTERMS 2020 FCA Seller's premises as of where Goods will be shipped to Buyer. Buyer agrees to reimburse Seller for collection costs, including two percent (2%) interest per month, not to exceed the maximum amount permitted by applicable law, should Buyer fail to timely pay. Buyer shall have no rights to any setoffs of any nature relating to any payments due under the Agreement. Notwithstanding the terms set forth herein or of any agreement or acceptance of Seller's quotation, Seller reserves the right at any time and from time to time by notice in writing to the Buyer to (a) increase Prices (or impose temporary price adjustments) based on increases in the cost of base components for the Goods or Services provided, where the increase is due to increased global demand, limited supply, temporary product shortages, allocation of supply, or such other similar inflationary pressures; and (b) impose a surcharge equal to any increase in the cost of the Goods or Services as a result of a modification of exchange rates, taxes or other levies imposed by public authorities.

5. **Payment for Excessive Usage; Lost and Damaged Goods.** If payment for Goods is based on some factor other than the actual amount of Goods delivered (e.g., payment is for a fixed amount, or based on usage or production), then Buyer agrees to pay for all Goods (a) consumed as a result of Buyer's failure to comply with Obligations as set forth in Section 2; or (b) lost or damaged after delivery to Buyer. Buyer shall provide Seller all information necessary to calculate amounts due and enable Seller to audit those records.

6. **Consigned Goods.** If Goods are being made available to Seller under a consignment arrangement, additional terms and conditions shall be applicable and shall be provided by Seller.

7. **Limited Warranties.** Seller warrants that the Goods shall conform to Seller's specifications and shall be free from defects in material and workmanship when at all times operated in accordance with Seller's written instructions; and that the Services will be performed with the degree of skill which can reasonably be expected from a seller engaged in a comparable business and providing comparable services under comparable circumstances. Under no circumstances do Services include the operation, inspection or maintenance of Buyer's systems or acting as a licensed operator as defined by local regulatory authorities. Unless otherwise provided in any Warranty Schedule that may be attached hereto, the foregoing warranties are valid: (a) for Chemicals, the earlier of, the shelf-life of the product, or six (6) months from their date of delivery or the provision of Services; (b) for Consumables, including Filters and Membranes, twelve (12) months from their date of delivery, (c) for Goods other than Chemicals and Consumables, the earlier of, fifteen (15) months from receipt, or twelve (12) months from start-up/first use; (d) for Software, nine (9) months from the date of receipt. Unless expressly agreed in a "Performance Warranty Document" signed between the parties on a separate basis, there is no performance warranty on Goods and Services or warranty on process results. For Goods not manufactured by Seller, the warranty shall be the manufacturer's transferable warranty only. Any claim for breach of these warranties must be promptly notified in writing or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Goods or Services or any breach of these warranties is limited to, at Seller's option: (a) replacement of non-conforming Goods or refund of purchase price of the non-conforming Goods; and (b) re-performance of the Services at issue, or a refund of the amount paid for the Services at issue. No allowance will be made for repairs or alterations made by Buyer without Seller's written consent or approval. Goods may not be returned to Seller without Seller's written permission. Seller will provide Buyer with a "Return Material Order" number to use for returned goods. Buyer, as the original purchaser, is not entitled to extend or transfer this warranty to any other party. The foregoing warranties are in lieu of and exclude all other warranties, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

8. **Use of Equipment, Tanks, and Containers.** Semi-bulk containers (SBCs) owned by Seller shall be used only for the storage of Goods approved by Seller and Buyer shall return to Seller all SBCs owned by the Seller in an "empty" condition, as defined by appropriate transport or environmental regulations. Title to, and risk of loss or damage of, all equipment, product containers (e.g., pails, drums, recyclable intermediate bulk containers "IBC"), and tanks supplied to Buyer shall pass to Buyer as provided for in Section 3 of this Agreement, except that returnable SBCs shall remain property of Seller, unless otherwise stated in Seller's documentation.

9. **Compliance with Laws; Permits.** Buyer is responsible for compliance with all laws and regulations applicable to the operation of its systems and to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Goods from and after Buyer's receipt of the Goods, as well as for the proper management and disposal of all wastes and residues associated with the Goods (including but not limited to containers, excess or off-spec product, testing wastes (e.g., spent or expired lab reagents and test kits) and signing manifests for waste transport and disposal." Buyer agrees to ensure that all Goods and Services provided to Buyer for export are exported only in compliance with applicable export control laws and regulations. Permits and licenses which are required to operate apparatus or equipment or to use the Goods, shall be procured by Buyer at Buyer's sole expense. Buyer shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary to the operation of its systems, including but not limited to permits related to liquid and solid waste handling and discharge, air and water emissions, sound, safety, etc. Seller shall not be liable if any such permit, license, exemption, authorization or approval is delayed, denied, revoked, restricted, violated or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller in accordance with this Agreement. Seller's obligations are conditioned upon Buyer's compliance with all applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Goods (including related equipment, software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The obligations of the parties to comply with all applicable trade control laws and regulations shall survive any termination or discharge of any other contract obligations.

10. **International Trade Compliance.** Seller is responsible for and committed to compliance with all applicable export control and sanctions laws, regulations and orders. The sale, resale or other disposition of Goods, technical data or software ("Items") are subject to all applicable export control and sanctions laws, regulations and orders, including those of the United States ("U.S."), the European Union ("EU"), United Kingdom, and United Nations. Buyer agrees to comply with all applicable laws, regulations and orders. Buyer, its Affiliates (defined below) or any of its officers, directors, managers, agents or employees are not an embargoed Person (defined below) or otherwise subject to any Sanctions (defined below). Buyer shall not directly or indirectly sell, distribute, disclose, release, export, re-export, deliver or otherwise transfer any Items provided under this Agreement to (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State; (ii) any individual or entity ("Person") located in, owned or controlled by, organized under the laws of, or acting on behalf of a Person located in, a State Sponsor of Terrorism country; (iii) any Person located in, owned or controlled by, organized under the laws of, or acting on behalf of a Person located in, owned or controlled by, or organized under the laws of, a country or territory which is itself the target of any country- or territory-wide sanctions laws, including Russia, Belarus, the region of Crimea and Sevastopol, Donetsk People's Republic ("DPR" or "DNR"), Luhansk People's Republic ("LPR" or "LNR"), Kherson, Zaporizhzhia

regions of Ukraine, Cuba, Iran, and North Korea; (iv) any Person listed on, owned or controlled by, or acting on behalf of a Person listed on the list of "Specifically Designated Nationals and Blocked Persons" ("SDN List") maintained by OFAC, or any similar list maintained by, or public announcement of sanctions designation, or Person listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, Bureau of Industry and Security ("BIS"), or any other applicable prohibited party list; (v) any Person, country, regime, entity(ies) otherwise a target of economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by: (a) the U.S. government, including but not limited to OFAC or the U.S. Department of State, (b) the EU and its member States, (c) His Majesty's Treasury of the United Kingdom, and (d) the United Nations Security Council, collectively "Sanctions." To the best of Buyer's knowledge, the monies used to fund Buyer's purchase of the Items were not funded by or otherwise derived from an embargoed Person or Person listed on the SDN List or other similar lists maintained by OFAC or any other governmental entity pursuant to Sanctions. These requirements will apply regardless of any conflict under local law. For purposes of this Section, "Affiliate" means any Person or entity that controls, is controlled by or is under common control with another Person or entity. "Control(led by)" has the same meaning as used in Council Regulation (EU) 2020/1998. In addition: (i) Buyer shall not use the Items or other information or assistance furnished by Seller, or its Affiliates, in the design, development, production, stockpiling or use of long-range missiles, or chemical, biological or nuclear weapons; (ii) Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Items supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. This provision shall also extend to Belarus; (iii) Buyer agrees to manage and have oversight of their freight forwarders and/or U.S. Customs and Border Protection clearance brokers to ensure compliance with applicable export control regulations and laws; (iv) Buyer shall undertake best efforts to ensure that the purpose of this paragraph is not frustrated by any third parties further down the commercial chain, including by potential resellers, and shall immediately inform Seller about any concerns in applying this paragraph. Buyer shall make available to Seller any information concerning compliance with the obligations under this paragraph within one week of any request for such information; (v) Buyer is responsible for compliance with all laws and regulations applicable to the operations of systems and to the storage, use, handling, installation, maintenance, removal, registration, and labelling of all Items at all times after Buyer receives the Items; (vi) The party that is the exporter of record shall be responsible for and procure all permits, licenses, exemptions, authorizations and approvals necessary for the operation of systems, including but not limited to authorizations related to export controls (such as export or re-export licenses); (vii) Buyer shall not permit any third parties to, directly or indirectly, export, re-export, or release any Items to any jurisdiction, country, or party, or for any use which is prohibited by applicable law, regulation or order without first obtaining any required export authorization(s). The party that is the exporter of record will maintain shipping documentation that included references to applicable Export Control Classification Numbers ("ECCNs"), export license numbers, specific regulatory exceptions, and/or No License Required ("NLR") designations and any other appropriate information; (viii) Seller shall not be liable if any required permit, license, exemption, authorization or approval is delayed, denied, restricted, violated or not renewed, and such delay, denial, restriction, revocation, violation or non-renewal shall not constitute a breach of this Agreement, and thereby, Buyer shall not be relieved of its obligations to pay Seller in accordance with this Agreement; (ix) Buyer shall (a) comply with all U.S. Antiboycott Laws (defined below) and regulations, including, but not limited to the Export Control Reform Act of 2018 ("ECRA"), and the antiboycott provisions set forth in Part 760 of the Export Administration Regulations, 15 CFR parts 730-744, the Anti-Boycott Act of 2018, and the Internal Revenue Code (collectively, "Antiboycott Laws"); and (b) shall not take any action that violates the Antiboycott Laws. The obligations contained in this Section shall be deemed material to this Agreement for purposes of this Agreement. Seller reserves the right to cancel the order(s) or terminate the respective agreement(s) pursuant and subject to Section 18 (Termination and Suspension) for default and seek any and all remedies available at law or in equity in the event of Buyer's non-compliance with this Section, if there is reason to believe that the transaction(s) related to the respective agreement would violate, or have violated, Sanctions, or if trade laws implemented after the date of the respective agreement would prohibit or significantly limit execution of this Agreement. Buyer will indemnify, defend, and hold harmless, Seller as to any violations that Buyer may cause under Sanctions, including, but not limited to, the payment of civil and criminal penalties, all costs and expenses, and reasonable attorneys' fees.

11. Excusable Delays. Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labour disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding one hundred eighty (180) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the Section entitled "Termination and Suspension". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.

12. Confidentiality and Intellectual Property. Both parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering or provide the Goods to any third party which may subject the Goods to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables supplied or developed under this Agreement, subject to Buyer's right to use such drawings and data for its own use without additional cost. Buyer acknowledges that Seller is in the business of selling the Goods subject to this Agreement and agrees that it will not file patent applications on the Goods, or processes and methods of using the Goods, without Seller's express written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its customers based upon purchase and use of such Goods. Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable license to use the object code of such software for the term of this Agreement. Buyer agrees not to export, copy (except that Buyer may make one copy for backup purposes), sub-license, translate, transfer, reverse engineer, or decode the software. Single user versions of software may be used on one CPU. LAN/WAN versions may be used on a single server with only the number of concurrent users as agreed to by the parties. Unless otherwise expressly agreed by Seller, this license shall terminate and the software shall be returned to Seller upon termination of this Agreement, or the material breach of the terms in this Section. Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Good or Service infringes a patent in effect in the jurisdiction where such Good or Service was provided by Seller to Buyer. The Buyer shall notify the Seller promptly of the receipt of any such claim, shall not take any position adverse to the Seller regarding such claim and give the Seller information, assistance and exclusive authority to settle and defend the claim. The Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Good or Service, or (iii) modify or replace the Good or Service so that it becomes non-infringing, or (iv) remove the infringing Good or cease performance of the Service, and refund the price. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement of any Good or Service. Buyer shall be fully liable for any infringement of intellectual property rights, including patent rights, of third parties arising out of the products or services supplied hereunder where the construction or other characteristics of such products or services such as design, or specifications, or requirements, or modification of the Goods or Services, are prescribed to the Seller, or completed independently, by the Buyer or agent(s). Buyer shall fully defend and indemnify the Seller in case of such claim(s). Buyer shall indemnify Seller and hold Seller harmless for any patent infringement by a Good or Service in the event that the Buyer modifies the Good or Service provided by Seller, or that the Buyer uses the Good or Service in combination with other goods, services, and/or other features which were not explicitly authorized by Seller.

13. Limitation on Liability. Except where expressly communicated to Seller, Seller shall have no liability for incompatibility of Goods with Buyer's actual space or design limitations. To the extent permitted by law, the total liability of the Seller for all claims arising out of or relating to the performance or breach of this Agreement or use of any Goods or Services shall not exceed the total price paid by Buyer under this Agreement or for multi-annual agreements, the annual price paid by Buyer under this Agreement. Seller shall not be liable for any advice, instruction, assistance or any services that are not required under this Agreement or for which Seller does not charge Buyer. In no event will either party be liable to the other for lost profits or revenues, cost of capital or replacement water or power, downtime costs or increased operating costs, lost or decreased production, claims of Buyer's customers for such damages or any similar or comparable damages, or for any incidental, special, consequential or indirect damages of any type or kind, irrespective of whether arising from actual or alleged breach of warranty, indemnification, product liability or strict liability, or any other legal theory. If Buyer is supplying, or otherwise making available, Seller's Goods or Services to a third party, Buyer agrees to protect, defend, indemnify and hold Seller, its corporate subsidiaries and affiliates, and their respective officers, directors, employees and agents, free and harmless from and against any and all losses, expenses, liabilities, claims, demands, causes of action, suits or other litigation, arising out of or related to Seller's Goods or Services provided by the Buyer to a third party, including but not limited to products or services that may be related to Seller's Goods or Services. Seller's liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Agreement, before expiration of any statute of limitations or other legal time limitation but in no event later than five (5) months after expiration of such warranty period. For purposes of this Section "Seller" shall include Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively.

14. General Indemnity. Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section: (i) "Third party" shall not include Buyer or any subsequent owner of the Goods or Services, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Goods is "third party property." #Buyer expressly acknowledges that the limited or excluded warranties or liabilities stipulated herein and waivers of actions against Seller deriving from the same, are also stipulated in favor of Seller's insurers.

15. Conflicts; No Third Party Beneficiary Rights. If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in the proposal or quotation shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in a manner which best fulfills our intended agreement. Except as specifically set forth above in Sections 2 entitled "Buyer Obligations", 11 entitled "Confidentiality and Intellectual Property" and 12 entitled "Limitation on Liability", this Agreement and all of the provisions hereof shall be binding upon and inure only to the benefit of the parties hereto and their respective successors and permitted assigns, and no other party, including any employee or creditor of any party hereto or any affiliate thereof, shall have any rights or obligations hereunder.

16. Assignment and Subcontracting. To the extent permitted by applicable law, Seller may assign or novate its rights and obligations under this Agreement, in whole or in part, to any of its affiliates and/or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without said consent shall be void. Nothing herein shall prevent the Seller from placing or permitting the placing of subcontracts or orders on others for the supply of materials, manpower or services within the Seller's scope of supply provided that the placing of such subcontracts or orders shall not in any way relieve the Seller from any of its obligations under this Agreement, and provided that Seller will procure that its subcontractors (to the extent engaged for Seller's scope hereunder) comply with all known and reasonable instructions related to accessing Buyer's facility.

17. Emergencies. If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall, with no liability as per the terms of the Agreement, be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply and suspension of its obligations under the Agreement until said circumstances, at Seller's sole opinion, have ceased. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.

18. Termination and Suspension. This Agreement and any performance pursuant to it may be terminated or suspended by either party if the other party (a) is the subject of bankruptcy or insolvency proceedings; or (b) defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days; (c) If Seller shall have any doubt at any time as to Buyer's ability to pay, Seller, without any liability and without being subject to any penalties that may be applicable as negotiated with Buyer, may decline to make deliveries of Goods or provide Services except on receipt of satisfactory security. Upon the termination of this Agreement: (a) Buyer agrees to pay for all Goods in Buyer's possession or for which title has passed to Buyer, at current prices or at such other prices as have been agreed to in writing; and (b) all amounts owing, if any, for the equipment or tanks relating to those Goods shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice. In the event of cancellation of an order by Buyer, a cancellation charge will be made against the Buyer, in proportion to the work completed by Seller, or obligated against the order, plus any cancellation charges assessed against Seller by Seller's suppliers. In addition, unless Buyer has been invoiced by Seller specifically for all Goods delivered (including any leveled billing agreements that have already reconciled based on shipments), Seller will invoice Buyer and Buyer shall pay Seller for all Goods on Buyer's site at the time of termination, including any fixed fees, consignment and production based agreements.

19. Governing Law and Dispute Resolution. This Agreement shall be governed by the substantive laws of the United States of America. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. In the event of a dispute concerning this Agreement, the complaining party shall notify the other party in writing thereof. Management level representatives of both parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining party shall seek remedies exclusively through the courts located in Salt Lake City, Utah.

20. U.S. Government Contracts. This Section 20 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. Government and/or is funded in whole or in part by any agency of the U.S. Government. Buyer agrees that all Goods and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Goods is unknown unless otherwise specifically stated by Seller in this Agreement. Buyer agrees that any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Agreement is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Agreement. The version of any applicable FAR clause listed in this Section 20 shall be the one in effect on the effective date of this Agreement. If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement. If Buyer is procuring the Goods or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the prices under this Agreement.

21. Public Funding and Prevailing Wages. Buyer warrants that, as of the effective date of this Agreement, Buyer has disclosed to Seller if any work performed in the scope of this Agreement is subject to federal, state, or local laws, regulations, and ordinances related to public funding, prevailing wages or fringe benefits, including but not limited to the Davis-Bacon Act (40 U.S.C. §§ 3141 to 3148), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), and/or any other applicable federal, state, or local laws (collectively, the "Prevailing Wage Laws"). Buyer further warrants that, as of the effective date of this Agreement, Buyer has disclosed to Seller if this Agreement is funded in whole or in part by any agency of the U.S. Government or by any state or political subdivision thereof, including, but not limited to, any state agency, city, district, or public fund. For purposes of this Section, funding includes, but is not limited to, any waiver or reduction of rents, fees, or other costs that would otherwise be borne by Buyer associated with effecting this Agreement. If Buyer has failed to notify Seller of any such Prevailing Wage Laws as of the effective date of this Agreement, Buyer agrees to indemnify, defend, and hold harmless Seller from and against any and all claims, liabilities, damages, or penalties arising out of applicable Prevailing Wage Laws. The obligations contained in this Section shall be deemed material to this Agreement for purposes of this Agreement. Seller shall have the right to terminate this Agreement pursuant and subject to Section 18 (Termination and Suspension) for default and seek any and all remedies available at law or equity in the event of Buyer's non-compliance with this Section.

22. Miscellaneous. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.



File #: 26-0312

DATE: 4/23/2026
TO: Board of Mayor and Aldermen
FROM: Michelle Hatcher, Director of Water Management
Todd Snackenber, Right of Way Agent

SUBJECT:

Consideration Of Resolution 2026-20, A Resolution Authorizing Condemnation For The Acquisition Of Property For The Southvale PUD Subdivision Offsite Sewer

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Resolution No. 2026-20 A Resolution Authorizing Condemnation For The Acquisition Of Property For The Southvale PUD Subdivision Offsite Sewer.

BACKGROUND/STAFF COMMENTS:

This Condemnation Resolution is necessary to insure completion of the Southvale PUD.

FINANCIAL IMPACT:

There is no financial impact related to COF Resolution No. 2026-20.

RECOMMENDATION:

Staff recommends that Resolution 2026-20 be recommended to the Board of Mayor and Aldermen for approval.

RESOLUTION 2026-20

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF PROPERTY FOR THE SOUTHVALE PUD SUBDIVISION OFFSITE SEWER

WHEREAS, the City of Franklin (City) has determined that certain improvements are necessary, suitable and desirable for the public welfare for the Southvale PUD Subdivision Offsite Sewer; and

WHEREAS, these improvements are generally described as the construction of approximately 1,400 feet of sanitary sewer line as well as all appurtenances needed for the construction; and

WHEREAS, it will be necessary for the City to obtain an easement from landowners for the construction of the Project; and

WHEREAS, the Franklin Board of Mayor and Aldermen expressly finds that the City has the power of eminent domain to construct sanitary sewer and water lines, *see* T.C.A. §29-17-301 *et seq.*, and to acquire Easements necessary for proper completion of the said Project, and that the acquisition of such Easements 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.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Engineer and /or City Attorney, are authorized to obtain the necessary permanent easements and/or temporary easements 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 easements, so long as such amounts are reasonable, within the project budget and supported by a qualified appraisal.

The City Engineer and City Attorney are authorized to continue negotiating with any landowner for the acquisition of the easements without resort to condemnation. However, if an impasse is reached with a property owner and condemnation is the only alternative, then the City Attorney, or his/her designer, is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Engineer and /or City Attorney 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, within the project budget and supported by a qualified appraisal.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
ANGIE SKARP
City Administrator/Recorder




By: _____
DR. KEN MOORE
Mayor

Approved As To Form By:



Shauna R. Billingsley
City Attorney

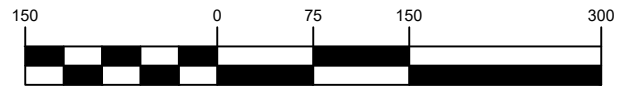
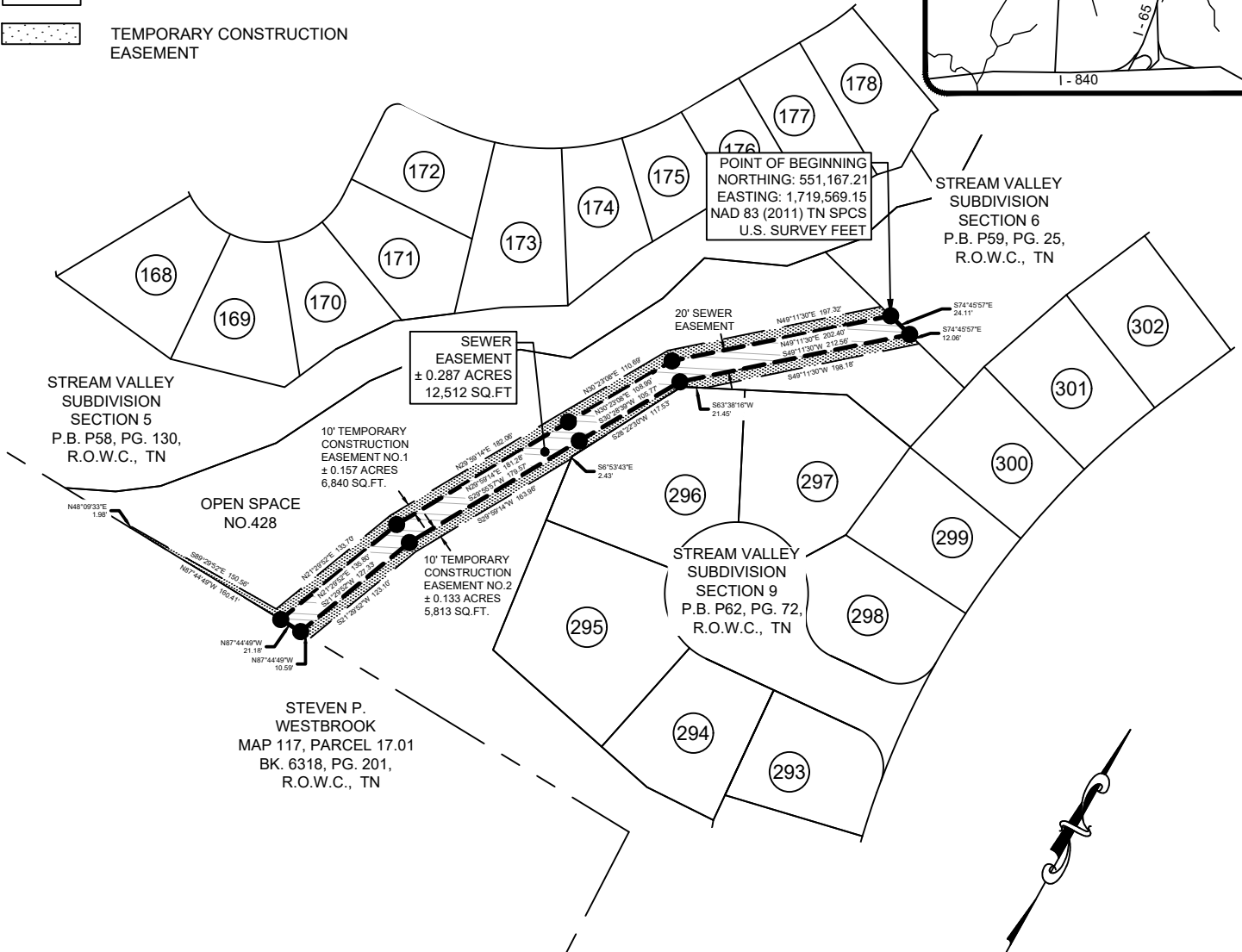
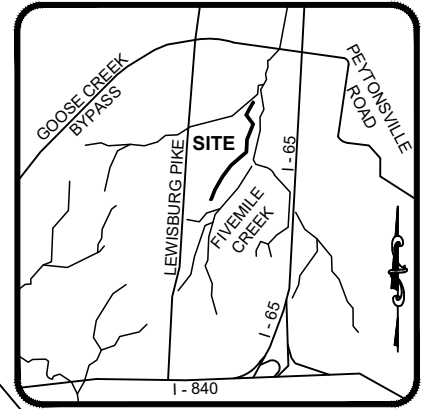
EXHIBIT A

LEGEND

-  SEWER EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  EASEMENT CORNER

HATCH LEGEND

-  SEWER EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT



STREAM VALLEY
OPEN SPACE NO. 428 SEWER AND
TEMPORARY CONSTRUCTION EASEMENTS

PROPERTY LOCATION:
 1533 LEWISBURG PIKE,
 CITY OF FRANKLIN,
 WILLIAMSON COUNTY, TENNESSEE


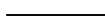

DATE 12/01/2025
SCALE: 1" = 150'
DRAWN BY: CSS
JOB NO: 18-1022





WILSON & ASSOCIATES, P.C.
 Engineering/Surveying/Environmental

108 Beasley Drive
 Franklin, TN
 37064
 615.794.2275

LEGEND

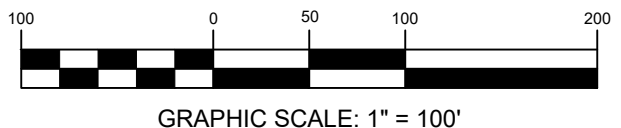
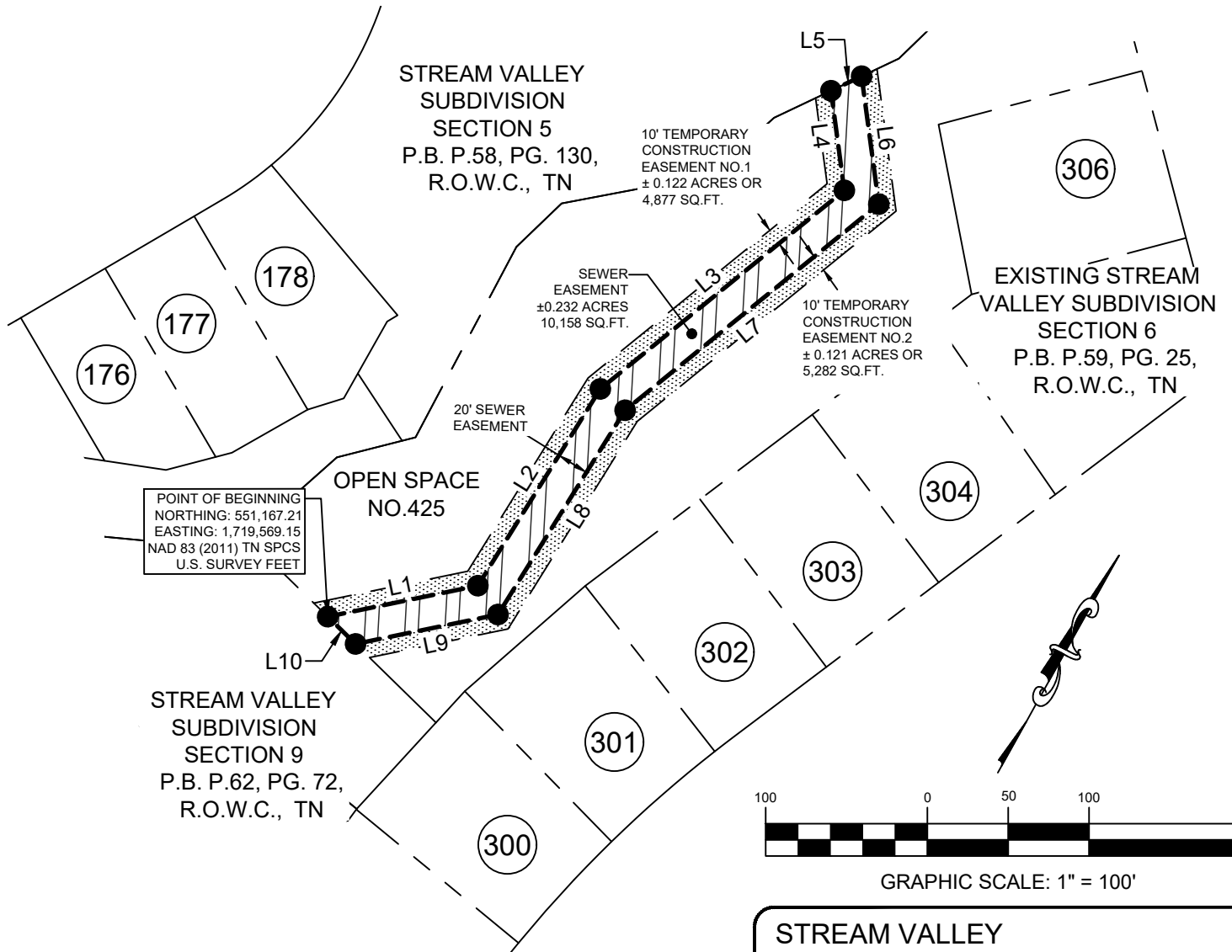
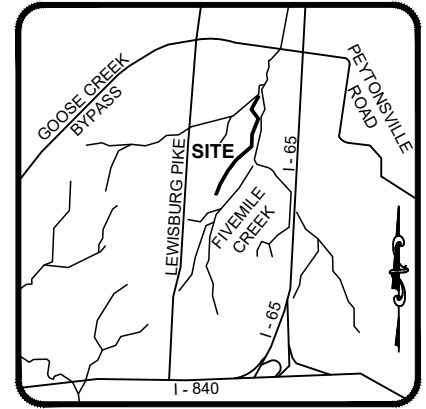
-  SEWER EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  EASEMENT CORNER

HATCH LEGEND

-  SEWER EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT

Parcel Line Table		
Line #	Length	Direction
L1	94.83'	N49°11'30"E
L2	143.35'	N2°44'41"E
L3	194.62'	N21°42'24"E
L4	62.17'	N36°46'28"W
L5	21.00'	N35°27'51"E

Parcel Line Table		
Line #	Length	Direction
L6	79.87'	S36°46'28"E
L7	202.21'	S21°45'07"W
L8	148.82'	S2°44'41"W
L9	89.94'	S49°11'30"W
L10	24.11'	N74°45'57"W



STREAM VALLEY
OPEN SPACE NO.425 SEWER AND
TEMPORARY CONSTRUCTION EASEMENTS

<i>PROPERTY LOCATION:</i>	<i>DATE</i> 12/01/2025
1533 LEWISBURG PIKE,	<i>SCALE:</i> 1" = 100'
CITY OF FRANKLIN,	<i>DRAWN BY:</i> CSS
WILLIAMSON COUNTY, TENNESSEE	<i>JOB NO:</i> 18-1022






WILSON & ASSOCIATES, P.C.
 Engineering/Surveying/Environmental

108 Beasley Drive
 Franklin, TN
 37064
 615.794.2275



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	20.42'	365.50'	3° 12' 03"	S41° 02' 53"E	20.42'

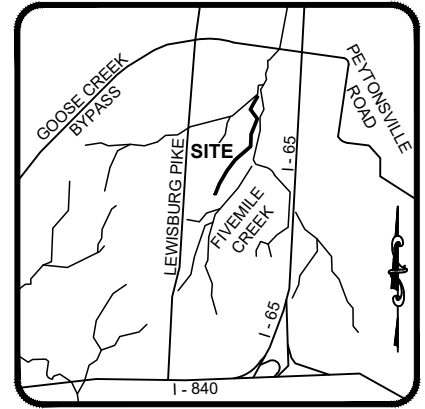
Parcel Line Table			Parcel Line Table			Parcel Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	75.88'	N36°46'28"W	L6	19.93'	S37°21'25"W	L10	21.00'	S35°27'51"W
L2	63.56'	N27°34'57"E	L7	95.96'	S29°23'39"W			
L3	97.67'	N29°23'39"E	L8	50.66'	S27°34'57"W			
L4	25.43'	N37°21'25"E	L9	56.89'	S36°46'28"E			

LEGEND

-  SEWER EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT
-  EASEMENT CORNER

HATCH LEGEND

-  SEWER EASEMENT
-  TEMPORARY CONSTRUCTION EASEMENT



OPEN SPACE STREAM VALLEY SUBDIVISION SECTION 3
P.B. P.51, PG. 33,
R.O.W.C., TN

OPEN SPACE NO.100

POINT OF BEGINNING
NORTHING: 551,602.98'
EASTING: 1,719,682.55'
NAD 83 (2011) TN SPCS
U.S. SURVEY FEET

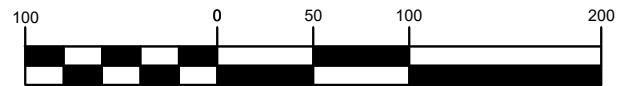
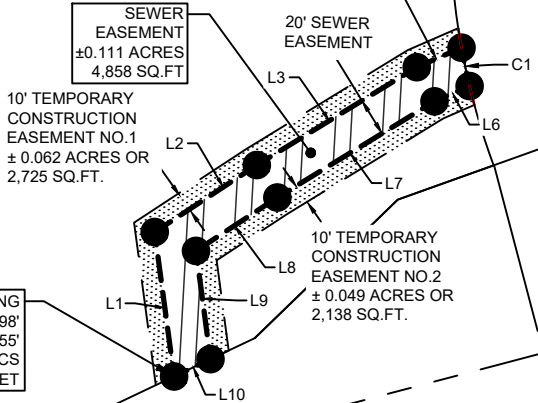
STREAM VALLEY SUBDIVISION SECTION 9
P.B. P62, PG. 72,
R.O.W.C., TN

STREAM VALLEY SUBDIVISION SECTION 6
P.B. P.59, PG. 25,
R.O.W.C., TN

CANYON ECHO DR. (50' R.O.W.C.)

306

305



GRAPHIC SCALE: 1" = 100'

STREAM VALLEY
OPEN SPACE NO.100 SEWER AND
TEMPORARY CONSTRUCTION EASEMENTS

PROPERTY LOCATION:
1533 LEWISBURG PIKE,
CITY OF FRANKLIN,
WILLIAMSON COUNTY, TENNESSEE

DATE 12/01/2025
SCALE: 1" = 100'
DRAWN BY: CSS
JOB NO: 18-1022



108 Beasley Drive
Franklin, TN
37064
615.794.2275



File #: 26-0503

DATE: 4/23/2026
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 2026

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: <https://apps.franklinton.gov/active-projects/>

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

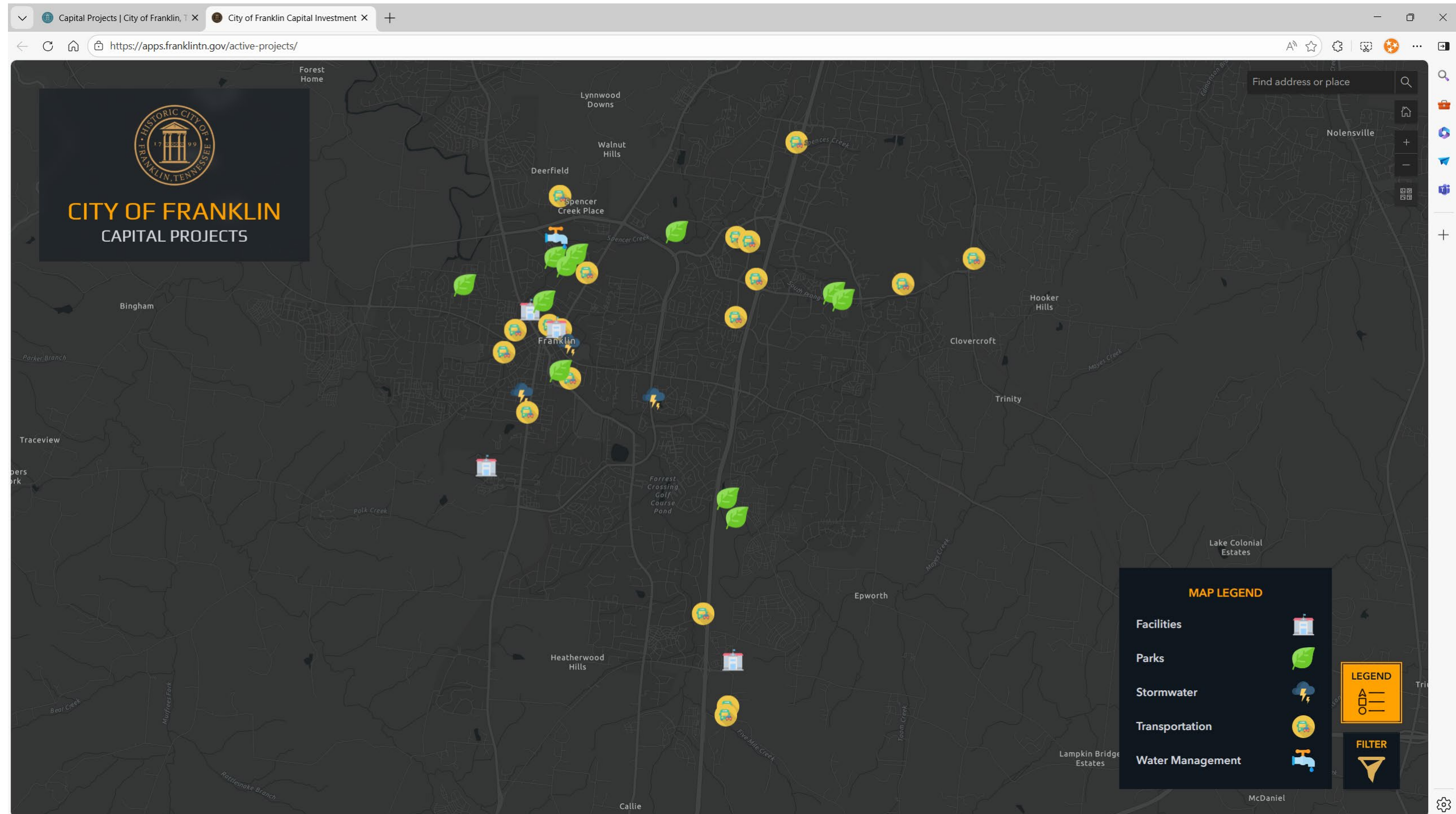


Image Captured from City of Franklin Website on 03/19/2026

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](#)"