



Meeting Agenda

Capital Investment Committee

Thursday, June 25, 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

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
May 28, 2026 Capital Investment Committee

NEW BUSINESS

3. Consideration Of Amendment 2 To COF Contract No. 2022-0289, With CDM Smith For The Franklin Water Reclamation Facility Post Expansion Upgrades For A Decrease Of \$206,262

Sponsors: Michelle Hatcher

4. Consideration Of COF Contract No. 2026-0084, Annexation Agreement With Marc And Deidre Locke At 418 Cotton Lane (Map 51, Parcel 18.00)

Sponsors: Michelle Hatcher, Brian Goodwin

5. Consideration Of COF Contract No. 2026-0085, Sewer Availability Agreement With Marc And Deidre Locke At 418 Cotton Lane (Map 51, Parcel 18.00)

Sponsors: Michelle Hatcher, Brian Goodwin

6. Consideration Of Amendment 1 To COF Contract No. 2020-0141, With Southern Land Company, LLC For Road Impact Fee Reimbursement Agreement

Sponsors: Paul Holzen, Jimmy Wiseman

7. Consideration Of Amendment 1 To COF Contract No. 2021-0247, With Poplar Farms, LLC For Road Impact Fee Reimbursement Agreement

Sponsors: Paul Holzen, Jimmy Wiseman

8. Capital Projects Dashboard And Status Updates For June 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, May 28, 2026

3:30 PM

Williamson County
Auditorium

CALL TO ORDER

Chair Beverly Burger called the meeting to order at 03:31 PM

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

Board Members Absent:

Staff Present: Walter Denton, Mark Hilty, Jonathan Marston, Michelle 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 Vice Chair Patrick Baggett, seconded by Alderman Jason Potts 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**
April 23, 2026 Capital Investment Committee

Sponsors:

A motion was made by Vice Chair Patrick Baggett, seconded by Alderman Brandy Blanton to Approve the April 23, 2026 Capital Investment Committee Minutes. The motion passed 4-0.

NEW BUSINESS

3. **Consideration Of Change Order 2 To COF Contract No. 2024-0167, With Morgan Contracting, Inc., For The Water Reclamation Facility Rehabilitation And Resiliency Improvements Project For A Decrease Of \$118,260**

Sponsors: Michelle Hatcher

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.

4. **Consideration Of Final Change Order To COF Contract No. 2023-0076, With Garney Construction For The Downtown Area Water And Sewer Resiliency Improvements Project For An Increase Of \$93,939.97**

Sponsors: Michelle Hatcher, Brian Goodwin

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.

5. **Consideration Of COF Contract No. 2026-0091, With John And Donna Morgan Of 4006 Clovercroft Road (Map 79L, Group A, Parcel 12.00) For Annexation Agreement**

Sponsors: Michelle Hatcher

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.

6. **Consideration Of COF Contract No. 2026-0092, With John And Donna Morgan Of 4006 Clovercroft Road (Map 79L, Group A, Parcel 12.00) For Sanitary Sewer Availability Agreement**

Sponsors: Michelle Hatcher

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.

7. **Consideration Of Amendment 2 To COF Contract No. 2025-0166, With Gresham Smith For The Franklin Road Bridge Replacement Over The Harpeth River Utilities Relocation For An Increase Of \$21,573.75**

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 Amendment to the Board of Mayor and Aldermen. The motion passed 4-0.

8. **Consideration Of COF Contract No. 2026-0173, A Proposal From The Tennessee Department of Transportation To Construct The SR-96 Bridge Over The Harpeth River**

Sponsors: Paul Holzen, Jonathan Marston

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.

9. **Consideration Of COF Contract No. 2026-0188, With Neel-Schaffer, Inc. For Design Of The Boyd Mill Avenue Improvement Project**

Sponsors: Paul Holzen

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.

10. **Consideration Of DRAFT Resolution 2026-38, A Resolution Authorizing The Execution Of COF Contract No. 2026-0020 With Brown Builders, Inc. For The Liberty Park Bridge Replacement Project**

Sponsors: Paul Holzen, Jonathan Marston, David Hodnett

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

11. **Consideration Of DRAFT Resolution 2026-44, A Resolution Authorizing The Execution Of COF Contract No. 2023-0041 With Oasis Irrigation Systems, Inc. For Liberty Park Irrigation Project**

Sponsors: Paul Holzen, Shahad Abdulrahman, Lisa Clayton

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

12. **Consideration Of Amendment 3 To COF Contract No. 2021-0283, With Lose Design For The Liberty Park Expansion Project To Correct The Contract Ceiling Amount Established In Amendment 2**

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

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.

13. **Consideration Of Amendment 11 To COF Contract No. 2011-0129, A Local Agency Project Agreement With The Tennessee Department of Transportation For The Franklin ITS Infrastructure Expansion Project To Extend The Contract Completion Date To April 30, 2027**

Sponsors: Paul Holzen, David Chang

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

14. **Consideration Of Draft Change Order 1 (Final) To COF Contract No. 2024-0297, With Stansell Electric Company, Inc. For The Construction Of The Lewisburg Pike And Donelson Creek Parkway Traffic Signal Project For A Decrease Of \$68,091.10 And An Increase In Contract Days Allowed**

Sponsors: Paul Holzen, Jonathan Marston

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

15. **Consideration Of DRAFT Resolution 2026-54, A Resolution Authorizing The Execution Of COF Contract No. 2026-0178 With Jones Brothers Contractors, LLC For The Construction of Improvements To The South Royal Oaks Boulevard And Royal Oaks Court Intersection At Mack Hatcher Memorial Parkway (SR-397)**

Sponsors: Paul Holzen, Jonathan Marston, Allison Davis

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

16. **Consideration Of DRAFT Resolution 2026-53, A Resolution Authorizing The Execution Of COF Contract No. 2026-0180 With Civil Constructors, LLC For Construction Of Phase 1 Of The Lewisburg Pike Sidewalk & Multi-Use Trail Project**

Sponsors: Paul Holzen, Jonathan Marston, Allison Davis

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.

17. **Capital Projects Dashboard And Status Updates For May 2026**

Sponsors: Paul Holzen, Jonathan Marston

The item was acknowledged.

OTHER BUSINESS

ADJOURN

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

Meeting Adjourned @ 04:03 PM

Beverly Burger, Chair

DRAFT Minutes Prepared by Sarah Schilling, Sr. Deputy City Recorder - City Recorder's Office - 5/29/26, 7:43 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 #: 26-0722

DATE: 6/25/2026
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Amendment 2 To COF Contract No. 2022-0289, With CDM Smith For The Franklin Water Reclamation Facility Post Expansion Upgrades For A Decrease Of \$206,262

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an amendment to the contract with CDM Smith for the Water Reclamation Facility Rehabilitation and Resiliency Upgrades project.

BACKGROUND/STAFF COMMENTS:

This project was approved by the Board on February 14, 2023, for design and construction management for additional improvements to the Water Reclamation Facility funded by the American Reinvestment Plan Act (ARPA). This project was designed and then advertised three times in an effort to obtain prices from contractors that fit within the project budget. Through the bidding process, CDM Smith's scope changed to help with the additional bidding processes, in addition to reducing some construction management scope because all the initial projects were not constructed. An additional scope of assisting the City with the development of an asset management system was also added to help maintain the new infrastructure that was just added to the facility. All these reductions in scope and addition of tasks have resulted in an overall decrease in contract amount that will be memorialized in this contract.

FINANCIAL IMPACT:

This amendment will reduce the project budget by \$206,262.00 and set the new not-to-exceed project budget of \$1,531,407.00.

RECOMMENDATION:

Staff recommends that Amendment 2 to COF Contract No. 2022-0289 be recommended for approval to the Board of Mayor and Alderman.

**AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT FOR FRANKLIN
WATER RECLAMATION FACILITY POST EXPANSION UPGRADES**

COF Contract No. 2022-0289

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and CDM SMITH as of this _____ day of _____, 2026.

RECITALS:

WHEREAS, the City and CDM SMITH entered into an agreement (COF Contract No. 2022-0289) dated February 14th, 2023 (the “Agreement”); and

WHEREAS, the purpose of the Agreement was to provide engineering services, including project management, design, bidding, construction administration and resident inspection; and

WHEREAS, the parties desire to amend the agreement to reduce the scope of construction services for the actual installed infrastructure at the WRF, provide services to support the implementation of the MentorAPM asset management system, increase the billing rates to account for annual salary escalations, and to include the rate for an Engineering Intern; and

WHEREAS, the City and CDM SMITH desire to amend the Agreement as set forth 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 Agreement is hereby amended and restated as follows:
2. The Agreement is hereby amended to reduce the scope of construction services for the actual installed infrastructure at the WRF, provide services to support the implementation of the MentorAPM asset management system, increase the billing rates to account for annual salary escalations, and to include the rate for an Engineering Intern.
3. Waiver. Neither party’s failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
4. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.
5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.
6. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this

Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

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

8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without 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.

9. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

10. All other provisions of the Agreement, dated February 14, 2023, are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____
Cayce Anderson, City Recorder

Date: _____

APPROVED AS TO FORM BY:

Ronda D. Webb, Assistant City Attorney

CDM SMITH:

By: _____

Title: _____

Date: _____



May 25, 2026

Ms. Michelle Hatcher, P.E.
City of Franklin
Director, Water Management Department
124 Lumber Drive
Franklin, Tennessee 37064

Subject: Franklin WRF Rehabilitation & Resiliency Improvements
COF Project No. 2022-0289

Dear Ms. Hatcher:

Please see attached a proposed amendment to our contract reflecting construction services for the base bid only as well as CDM Smith's services for the MentorAPM buildout. Thank you again for this opportunity to be of continued service to you and the City of Franklin and feel free to call Aaron Rogge or me if you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Harris", with a stylized flourish at the end.

Daniel A. Harris, PMP, CCM, LEED GA
Principal Senior Project Manager
CDM Smith Inc.

Enclosure

Cc: B. Goodwin (COF)
P. McNeese (COF)
A. Rogge (CDM Smith)
D. Rudajev (CDM Smith)
File 14915.282158.01.04.20

Amendment 2 Proposal

Franklin Water Reclamation Facility Rehabilitation & Resiliency Improvements

This document is the second proposed Amendment to the February 15, 2023 Agreement between the City of Franklin, Tennessee (City) and CDM Smith Inc. for the Franklin Water Reclamation Facility (WRF) Rehabilitation & Resiliency Improvements project (COF Contract No. 2022-0289).

The original scope of the Agreement included engineering services during construction for the major design components for the original base and all additive alternates including lining and repairs to the Influent Pump Station wet well, construction of a new odor control system for the Influent Pump Station, construction of a new Plant Water Pumping Station, rehabilitation of the existing traveling bridge filter, construction of a new sodium hypochlorite storage and feed facility and installation of new motor control centers, switchboard and appurtenances for the Return Sludge Pumping Station and related site work. For budgetary reasons, only installation of new motor control centers and appurtenances for the Return Sludge Pumping Station was included in the second rebid for the project. This Amendment reflects changes during design and bidding, a reduced scope of engineering services during construction as well as requested expanded services for asset management system support.

During construction of the Franklin WRF Modifications & Expansion project, the City engaged in a pilot program with the MentorAPM asset management system. CDM Smith built an asset registry including components installed under that project and, to the extent available, existing assets, to be incorporated into the asset management system at a later time. The City has now opted to move ahead with the full buildout of the MentorAPM asset management system at the WRF under direct contract with MentorAPM. This Amendment includes providing Owner's representative services to support implementation of the MentorAPM asset management system.

The original Agreement anticipated the commencement of construction on or about March 25, 2024 and completion of construction in March of 2026. The billing rates submitted with the original Agreement, which accounted for annual salary escalation, anticipated resource loading to peak at the approximate midpoint of construction, or March 2025. Since Notice to Proceed for the construction contract will be issued no sooner than May 2025, an increase in billing rates is reflected within to account for escalation. This Amendment also provides a rate for Engineering Intern, which was not included in the original Agreement.

Scope

The proposed Amendment to the scope of work consists of changes to the following tasks:

Task 1 - Project Management

The original budget for the project allowed for 1,704 hours and \$318,960 in cost for this task. As of Invoice #26 dated April 30, 2025, 966 hours and \$142,982.46 had been expended and this task was 55.17% complete. No changes are anticipated at this time, and the upper limit for this task will remain \$318,960.

Task 2 - Design Phase Services

The original budget for the project allowed for 3,094 hours and \$542,570 in cost for this task. The original design concept was to replace the existing sodium hypochlorite tank located at the Influent Pump Station with a new larger tank in the same location. During review of the structural design parameters for the Influent Pump Station, however, it was determined that the existing structure could not accommodate the loading of a larger tank. The solution was to design and build a new stand-alone sodium hypochlorite storage and feed facility in another location adjacent to the existing chlorine contact tank. As part of this unanticipated design effort, CDM Smith engaged a subconsultant to perform soil borings and a geotechnical evaluation. The results of this investigation concluded that micropiles would be required to support the new structure. The unanticipated effort with design of the new structure resulted in a total expenditure of 3,766 labor hours and \$581,614.43 in cost for this task as shown on Invoice #26 dated April 30, 2025, or \$39,044.43 over the original budget. Task 2 — Design Phase Services is complete and the upper limit for this task will remain \$581,614.43.

Task 3 - Bidding Services

The original budget for the project allowed for 151 hours and \$28,781 in cost for this task, which anticipated a single bid process. The first bid opening took place on March 21, 2024, and all bids were in excess of the City's budget. At the City's request, CDM Smith reorganized the bid form and provided support for a second bid. The second bid opening was conducted on July 17, 2024 and a bid was submitted by only one contractor. That contractor's bid was also in excess of the City's budget, but the contractor expressed a willingness to negotiate scope and fee to within the City's budget. CDM Smith convened a meeting with the City, the funding authority, Tennessee Department of Environment & Conservation (TDEC), and TDEC's consultant, Ernst & Young, and received TDEC's authorization to negotiate with the sole bidder, but this approach was not approved by the City's Legal Department. Again, at the City's request, CDM Smith reorganized the bid form and provided support services for a third bid, which took place on February 6, 2025. The third bid resulted in acceptable pricing received from the lowest responsive bidder. During the original bid period, CDM Smith compiled and submitted design documents to the City's building official for the purpose of obtaining a building permit. A total of two submissions were made during this period, and CDM Smith engaged in several telephone conversations and email exchanges with the Building Official to clarify points on the documents and received conditional approval for the building permit. Following the third bid, CDM Smith conformed the documents to reflect the final construction scope, submitted to the Building Official and received full approval for the building permit. The unanticipated effort associated with multiple bids resulted in an expenditure of 540 hours and \$99,688.21 for this task, or \$70,907.21 over the original budget. Task 3 — Bidding Services is complete and the upper limit for this task will remain \$99,688.21.

Task 4 - Construction Services

The original budget for Task 4 — Construction Services, which included Construction Administration and Resident Services, Site Visits, Engineering Reviews and Record Drawings, allowed for \$5,550 hours and \$847,358 dollars in cost. As of Invoice #26 dated April 30, 2025, \$4,321.02, or 0.51% of the original budget had been expended. Due to the reduced scope of the final construction package, the budget for this task will be revised as detailed below.

1. Construction Administration & Resident Services: CDM Smith will provide services as required by the Project Manager, Project Officer, project accounting team, quality management and leadership staff to enroll this Amendment in our delivery system and to provide ongoing assurance that the work is in conformance with City and CDM Smith quality requirements. Included within the original budget were 3,500 for a full-time Resident Project Representative (RPR) to observe and document progress and to advise the Engineer as to whether the work is in conformance with the requirements of the Agreement. Due to the reduced construction scope, this approach will no longer be necessary or provide the best value to the City. The Project Manager will serve in the function of the RPR, make weekly visits to the site, note the progress of the work, meet with the Contractor and plant staff, and submit a written report to the City within two business days of each site visit. In this capacity, the Project Manager will work within the *Duties, Responsibilities and Limitations of Authority of the Resident Project Representative* as appended to the original agreement. The Project Technical Lead will assist the Project Manager in coordinating and supervising engineering staff. The Project Manager and Project Technical Lead will attend up to fourteen (14) monthly progress meetings with the City and Contractor. The Project Manager will attend these meetings in-person, and Project Technical Lead will attend virtually. The Project Manager, Project Technical Lead and electrical Engineer of Record will attend up to four (4) adjunct meetings with the City, Contractor and others as required. Only the CDM Smith Project Manager will attend in-person. CDM Smith will review up to fourteen (14) Applications for Payment submitted by the Contractor and will evaluate change proposals submitted by the Contractor and make recommendations to the City as to their acceptability. The Electrical Engineer of Record (EOR) will make up to five (5) site visits throughout the project lifecycle to provide specialty inspections of work in place and to assist in the resolution of construction issues. The original budget for the Construction Administration & Resident Services subtask allowed for 4,673 hours and \$654,380 in cost; the revised budget for this subtask allows for 930 hours and \$208,572 in cost. This total includes \$1,163 in other direct costs for mileage and miscellaneous equipment and supplies.
2. Engineering Reviews: CDM Smith's scope of services for engineering reviews will remain as provided under the original agreement but assumes forty (40) Requests for Information (RFIs) and twenty (20) submittals. The original budget for the Engineering Reviews subtask allowed for 817 hours and \$150,480 in cost; the revised budget for this subtask allows for 413 hours and \$59,755 in cost. Note that this cost is based on an assumption of no more than one resubmittal review for each material or equipment submittal.

Record Drawings: CDM Smith's scope of services for engineering reviews will remain as provided under the original agreement. The original budget for the Record Drawings subtask allowed for 212 hours and \$27,200 in cost; the revised budget for this subtask allows for 30 hours and \$6,290 in cost. Note that an additional \$4,321 in cost has been incurred to date for this task.

Task 5 - Asset Management System Support

The following scope of services is intended to provide the City with Owner's representative services for the full implementation, including development of two key inputs, that will inform the solution's configuration: process maps and equipment spare parts. This task will consist of the subtasks described below.

1. **Task Initiation & Contract Negotiation Support:** The project administration task includes an onsite kickoff meeting with associated agenda and minutes, progress reporting (to be included in CDM Smith's monthly invoice reports), and quality control. During the onsite kickoff meeting, CDM Smith will elicit the City's goals and objectives for the MentorAPM implementation and CDM Smith's support services and document success critical factors for the project. Progress meetings will coincide with MentorAPM's recommended implementation meetings. CDM Smith will provide meeting agendas and minutes and progress reports within three business days of each meeting.

CDM Smith will collaborate with City staff to elicit from MentorAPM a proposal that meets the City's goals for functional requirements, pricing, and schedule. As the City's Owner's Representative, CDM Smith will work with MentorAPM to produce the appropriate revisions so that it meets the City's functional needs and objectives. The three main documents CDM Smith will review in this task include the project scope of work, the project schedule, the implementation and software license fees. The budget allots 50 hours and \$15,000 in cost for this subtask.

Assumptions

- Up to two rounds of review of and recommendations to modify MentorAPM's proposal.
 - Up to one round of review and recommendations to modify MentorAPM's contract.
 - Up to 6 hours of teleconferences with the City and MentorAPM to review and negotiate the MentorAPM proposal and final contract.
 - CDM Smith will provide recommendations to the City regarding language to be included in the City's contract with MentorAPM, but will not perform a detailed contract review.
2. **Implementation Governance Support:** CDM Smith will provide oversight for the MentorAPM implementation. The objective of this task is hold MentorAPM accountable for their contractual deliverables and meeting the City's goals for the implementation. It is also intended to help facilitate collaboration between the City and MentorAPM through provisioning of City staff to

participate in configuration, training and testing workshops, and providing background information in a timely manner. Oversight tasks include the following:

- a. Virtual attendance of biweekly or periodic check-in meetings convened by MentorAPM.
- b. Tracking of MentorAPM's project schedule and advising the City of possible schedule impacts.
- c. Tracking of MentorAPM's scope and advising the City of possible scope creep to allow the City to evaluate potential amendments to their agreement with MentorAPM.
- d. Review of contract deliverables owed by MentorAPM to the City, which may include but not be limited to, meeting minutes of periodic implementation meetings, MentorAPM implementation plans, MentorAPM risk logs, MentorAPM change logs, schedule updates, configuration documents, training materials, user acceptance testing materials, and go-live checklists.
- e. CDM Smith may inform the City's preferences on the following to MentorAPM, including, but not limited to: report setup, digital paper or electronic forms to be digitized into MentorAPM, available data fields in the software such as work class and work categories, setup of key performance indicators, warehouse configuration parameters, and other configuration decisions necessary for the City to fully leverage MentorAPM's asset management capabilities. Review of any configuration checklists provided by MentorAPM for completeness of configuration deliverables.
- f. Review MentorAPM's testing plan and schedule as an Owner's representative for adequacy of quantity and grouping staff attending the testing.
- g. Development of test scenarios which can be used by MentorAPM to develop into formal test scripts. We will develop these test scenarios based on real world events drawn from the to-be process maps. Test scenarios will be submitted to the City for review over one review cycle with comments back to CDM Smith within 5 business days of submission.
- h. Review the asset hierarchy and data model. The City does not currently have an asset hierarchy; in this role, CDM Smith will review asset hierarchy proposed by MentorAPM to confirm the City's input is incorporated into its design.
- i. Support City staff with testing execution and providing oversight to confirm City staff are performing testing correctly so that MentorAPM can make the appropriate adjustments.
- j. Oversee MentorAPM's addressing of any failures identified during testing.
- k. Review MentorAPM's training plan and schedule to confirm that both City and MentorAPM quantity and grouping of staff are appropriate for both training.
- l. Attendance of training.

- m. Review of go-live checklist and schedule before go-live.
- n. Check that necessary data is extracted from Infor before it is shut down.
- o. Onsite support during go-live week; make sure issues get surfaced and resolved, particularly if refresher training is needed.
- p. Review that items in go-live checklist have been completed upon go-live.
- q. Virtual attendance of weekly 30-minute virtual meetings for post-go-live stabilization and track if outstanding issues are resolved by MentorAPM.
- r. Attendance of up to three (3) onsite meetings to coordinate with City staff.

Assumptions

- Development of test scenarios for one review cycle by the City.
- In this role, CDM Smith is providing Owner's representative services as asset management professionals experienced in supporting our clients in the implementation of Enterprise Asset Management Systems. The final configuration is performed by MentorAPM with the City's approval.
The budget allots 438 hours and \$119,062 in cost for this subtask including travel cost.
- 3. Business Process Mapping: The objective of this task is to formally document the processes and staffing handoffs to perform maintenance management on the City's assets to inform the MentorAPM configuration. To achieve this, the City will first need to understand how it currently performs maintenance, and then use that insight to not only address bottlenecks and other inefficiencies, but also leverage MentorAPM's capabilities. To that end CDM Smith will convene up to two (2) onsite and two (2) remote workshops to produce both "As-Is" and "To Be" process maps with City operations, maintenance, and engineering staff. "As-is" workflows seek to understand how work is currently performed, whereas the "To-Be" workflows will improve on those processes and identify touchpoints with the software. CDM Smith will develop up to ten (10) As-is and ten (10) To-Be workflows, the latter of which will be available to MentorAPM to inform the configuration. CDM Smith will align process maps with work categories in the MentorAPM solution, which include but are not limited to troubleshooting, investigation, lubrication, and repair. Prior to scheduling onsite facilitated workshops, CDM Smith will convene up to a 1-hour remote teleconference with the City to identify the list of maps to be delivered.

Assumptions

- 10 As-Is process maps in MS Visio format
- 10 To-Be process maps in MS Visio format

- Up to three (3) days onsite will be allocated for As-is maps and two (2) days onsite to complete the To-Be maps. Remote teleconferences may be used to reduce the required time onsite.
- CDM Smith will accommodate one review cycle by the City for As-Is process maps and up to two review cycles for To-Be process maps.
- City will provide written comments to each submission within 3 weeks or 15 business days of submission and 1 week or 7 business days for each resubmission.
- City will provide a conference room with white-board or easel suitable for up to 8 attendees and 3 CDM Smith staff. The conference room will also have a projector for displaying the Visio Maps.
- Use of the maps will be at MentorAPM's discretion to configure the software in a manner that meets the City's goals and objectives. Note that workflows inform rather than specify the software configuration; MentorAPM will convene their own dedicated workshops for software configuration.
- It is not in this scope of services to revise the To-Be maps following the second submission of the to-be maps, assuming a second submission is needed.
- Fewer than 10 process maps may be necessary to inform the MentorAPM configuration; however, if additional maps are needed, they can be negotiated on a time and materials basis.

The budget allots 228 hours and \$53,592 in cost for this subtask including travel cost.

4. PM and Asset Register Review: During the pilot, CDM Smith assisted the City with building the asset register and PM's. The purpose of this task is to perform a brief gap assessment of the current state of the register for adequacy for the full implementation. Examples of gaps include new assets that need to be added to the inventory, new PM's that need to be added, assignment of a more intuitive naming convention, missing asset attribute information, changes to any PM's since pilot deployment, among others. Recommendations may include near-term fixes or simply longer-term updates that can be performed following go-live, as equipment specification attributes are often developed over time through work orders. CDM Smith has allocated 66 hours for a local CDM Smith employee to perform near-term fixes or additions, and CDM Smith will utilize MentorAPM's bulk load sheets or other medium requested by MentorAPM to document the updates. CDM Smith will summarize the findings and recommendations in a memorandum for one review cycle by the City. CDM Smith will provide an asset register and PM gap assessment memorandum and amended asset register in MentorAPM bulk load templates or other format as requested by MentorAPM. The budget allots 166 hours and \$34,172 in cost for this subtask including travel cost.
5. Warehouse Preparatory Support: CDM Smith will provide desktop and field resources necessary to inventory spare parts for both new construction and existing assets. Barcodes will be assigned on parts to enable rapid check-in and check-out of materials and assignment to work orders.

This task will include the purchase of a label maker and barcode scanner. CDM Smith will provide an Inventory of spare parts in tabular format suitable for upload into MentorAPM and barcoded spares.

Assumptions

- City is responsible for identifying and securing any physical space(s) needed to retain spare parts.
- CDM Smith is not responsible for configuring the warehouse module or training warehouse staff; that will be detailed by MentorAPM in their scope of services.
- City is responsible for assisting CDM Smith with accessing the spare parts and areas in the field.
- City will review the spare parts list in MentorAPM's bulk load sheet format for up to 2 review cycles, with 10 business days for the first review cycle, and 5 business days for the second review cycle.
- Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. Engineer's scope of work does not include verifying Owner Provided Information for accuracy or completeness. Owner may request an independent review of Owner Provided Information by Engineer pursuant to a mutually agreed amendment to this Agreement. Engineer shall be entitled to an adjustment in price and schedule to the extent that any corrective action in Engineer's Services arises out of inaccurate Owner Provided Information.

The budget allots 130 hours and \$28,102 in cost for this subtask including travel cost.

6. Quality Review: CDM Smith will provide an independent technical specialist to perform periodic quality reviews on all work associated with the asset management system implementation buildout. The budget allots 24 hours and \$6,600 in cost for this subtask.

Exclusions

Exclusions remain as noted in the original Agreement dated February 15, 2023.

Schedule

This Amendment assumes a start date of May 11, 2025 and project completion date of June 30, 2027. Work on Task 5 will begin within 10 days of receipt of an executed copy of this Amendment and will complete within 52 weeks.

Fee

This work will be performed on a time-and-materials basis as detailed in Table 1 below at a cost not to exceed \$1,531,407(one million five hundred thirty-one thousand four hundred seven and 0/100 dollars) without authorization from the City. Payment to be in accordance with Article 9 of the *Terms and Conditions for Professional Services*. Any City-requested changes to the scope of services described above will require an Amendment. Revised billing rates detailed in Table 2 below shall take effect on the date of execution of this Amendment.

Table 1

DESCRIPTION	HOURS	COST
Task 1— Project Management	1,704	\$318,960
Task 2 — Design Phase Services	3,766	\$581,614"
Task 3 — Bidding Services	540	\$99,688"
Task 4 — Construction Services	1,365	\$299,435
Task 5 — Asset Management System Support	1,056	\$231,710
TOTAL	8,431	\$1,531,407
ORIGINAL CONTRACT TOTAL	10,768	\$1,737,669
DELTA	(2,185)	(\$206,262)

*Inception to date

Table 2

BILLING RATES		
CATEGORY	PREVIOUS	REVISED
Senior Technical Director	5295	\$320
Officer	5250	\$250
Project Manager	5200	\$225
Senior Technical Specialist	5260	\$300
Senior Engineer/Scientist	5220	\$240
Engineer/Scientist VII	5200	\$200
Engineer/Scientist VI	5180	\$180
Engineer/Scientist V	5170	\$175
Engineer/Scientist IV	\$160	\$165
Engineer/Scientist III	\$145	\$145
Engineer/Scientist II	\$130	\$135
Engineer/Scientist I	\$120	\$125
Junior Engineer	\$110	\$110
Resident Engineer	\$120	\$120
Project Accounting	\$120	\$120
Administrative	\$105	\$115
Engineering Intern	NA	\$90

A detailed breakdown of costs for Tasks 4 and 5 is shown in the attached Work Breakdown Structure.

Table 1
 Summary of Budget, Tasks 4 5
 Franklin WRF Rehabilitation Resiliency Improvements Amendment 2

LABOR	Rate	TASK 4 - CONSTRUCTION SskVICsS					TASK5-MENTORBUILDOUT					Opemtions Support Special Services		Totals
		CoDztniction Administmtion	Meetings	Sits Visits	Engineering Reviews	Record Drawings	Initiation & Contracting	Implementation	Process Mapping	Asset Register Review	Warehouse	DeYelopmeHt Guidance	Allocation for	
Senior Technical Director	\$320	4												
Senior Technical Specialist	\$300	52	8		14		50	308	80	22	22	16		576
Officer	\$250	2	32											34
Project Manager	\$225	512	24			4								560
Senior Engineer/Scientist	\$240	134	24			8								166
Engineer/Scientist VII	\$200				2									2
Engineer/Scientist VI	\$180													0
Engineer/Scientist V	\$175		36	30	97	8								191
Engineer/Scientist IV	\$165				16	2				74	80			32
Engineer/Scientist III	\$145							130	144					274
Engineer/Scientist II	\$135				4									8
Engineer/Scientist I	\$125				280					66	24			370
Junior Engineer	\$110													0
Resident Engineer	\$120													0
Project Accounting	\$120	16												16
Administrative	\$115	36												36
Engineering Admin	\$90													0
TOTAL HOURS		756	124	50	413	30	50	438	228	166	130		0	2409
TOTAL DOLLARS		\$170,800	\$27,860	\$8,750	\$59,755	\$6,290	\$15,000	\$111,250	\$43,780	\$27,960	\$23,700	\$6,600	\$0	\$503,745
OTHER DIRECT COSTS														
Car Mileage	\$0.700			\$700										\$700
Rental Car	\$70													\$1,470
Air Fare	\$800							\$4,800	\$4,800	\$3,200	\$1,600			\$14,400
Meals	\$86							\$1,032	\$1,032	\$1,032	\$1,032			\$4,128
Hotel	\$130							\$1,560	\$1,560	\$1,560	\$1,560			\$6,240
Apartment Rental	\$1,300													\$0
Telephone														\$0
Document Reproduction														\$0
shipping														\$0
Miscellaneous Equipment/Supplies		\$462			\$0	\$0	\$0	\$7,812	\$7,812	\$6,212	\$4,402	\$0	\$0	\$462
TOTAL ODCs Plus 0% Markup		\$462	\$0	\$700	\$0	\$0	\$0	\$7,812	\$7,812	\$6,212	\$4,402	\$0	\$0	\$27,400
TOTALS		\$171,262	\$27,860	\$9,450	\$59,755	\$6,290	\$15,000	\$119,062	\$53,592	\$24,172	\$28,102	\$6,600	\$0	\$503,745



File #: 26-0156

DATE: 6/25/2026
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2026-0084, Annexation Agreement With Marc And Deidre Locke At 418 Cotton Lane (Map 51, Parcel 18.00)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the annexation agreement for the residents at 418 Cotton Lane (Map 51, Parcel 18.00).

BACKGROUND/STAFF COMMENTS:

Sewer availability for 1 single family unit at 418 Cotton Lane (Map 51, Parcel 18.00) was approved at the February 10th, 2026, BOMA meeting. The property owners requested sanitary sewer availability because the septic tank was failing. As part of that approval the annexation agreement is required to be signed and recorded.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the annexation agreement for Map 51, Parcel 18.00 be recommended for approval by the Board of Mayor and Aldermen.

**ANNEXATION AGREEMENT
COF CONTRACT NO 2026-0084**

This Agreement is between the City of Franklin, Tennessee (“City”) and Marc A. Locke (“Owner”), and is entered into on this the _____ day of _____, 2026.

WHEREAS, the Owner has submitted an availability request for sanitary sewer service to the City; and

WHEREAS, the Board of Mayor and Aldermen have adopted Conditions and Requirements to Obtain Sanitary Sewer Availability; and

WHEREAS, the Conditions and Requirements to Obtain Sanitary Sewer Availability require annexation at such time as the property becomes contiguous to the City’s corporate limits or as determined by the Board of Mayor and Aldermen.

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

1. Owner represents that he is the sole Owner of 418 Cotton Lane, Tax Map 51, Parcel 18.00, recorded in Book 9224, Page 399, located in Williamson County Tennessee (“Property”).
2. In exchange for the City’s agreement to allow Owner to connect the Property to one or more of the City’s Utility Systems, the Owner, on behalf of himself, his heirs and assigns, does hereby convey unto the City the irrevocable and perpetual right to file on his behalf a Petition for Annexation at any time after annexation becomes possible or desirable by the City.
3. City shall allow Owner to connect utilities serving the Property to the City’s systems. Owner shall make this connection at his expense, obtain all necessary permits for the connection, and pay all fees required to connect to the City’s systems.
4. All utilities serving the Property shall be located within standard easements dedicated to the City and construed in compliance with all applicable City, State, and Federal regulations and standards.
5. To the extent allowed by law, City may annex the Property into the City, without further action of the Owner, after the Property becomes contiguous to the corporate limits of the City.
6. Owner irrevocably appoints the City Administrator of the City, as his attorney-in-fact for the sole purpose of presenting a Verified Petition requesting annexation of the Property to the City. The City Administrator may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City. Owner on his behalf, and on behalf of his heirs, successors, and assigns does hereby waive any notice of the filing of the Petition, does hereby consent to the granting of the Petition, and does hereby waive any objections, statutory or otherwise, to the annexation of the Property into the City. Owner does hereby authorize the City to take whatever action necessary to complete the annexation of this Property.

Agreement Prepared by:
City of Franklin Law Department
109 3rd Avenue South
Franklin, Tennessee 37064

7. If requested by the City Administrator, Owner shall, within such time as specified by the City Administrator, submit a Verified Petition requesting annexation of the Property to the Director of Planning and Sustainability for presentation to the City Board of Mayor and Aldermen. The City Administrator may request Owner to present a Petition for Annexation at any time after the Property becomes contiguous to the corporate limits of the City.
8. Owner further agrees that he shall not consent to voluntary annexation by any other municipality without the consent of the City.
9. Owner shall give a copy of this Agreement to each and every person or business who buys all or a portion of the Property.
10. If Owner fails to comply with any of the provisions of this Agreement, or repudiate the terms of this Agreement, City may terminate utility service to the Property and disconnect the utility lines serving the Property from the City's systems. City shall give Owner six (6) months prior written notice of its intent to terminate service.
11. The City reserves the right to terminate this Agreement upon written notice to the Owner. Said termination shall not be deemed a breach of contract by the City.
12. The City shall have no liability except as specifically provided in this Agreement.
13. This Agreement may be modified only by a written amendment executed by the parties hereto.
14. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
15. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
16. Entire Agreement. This Agreement together with its exhibit(s) constitutes the entire agreement between the parties and may not be modified except as by a written agreement by both parties.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2026.

[Signatures on Following Pages]

Agreement Prepared by:
City of Franklin Law Department
109 3rd Avenue South
Franklin, Tennessee 37064

WITNESS my hand on the date as indicated.

OWNER:

By: _____
Marc A. Locke

STATE OF TENNESSEE _____)

COUNTY OF _____)

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **Marc A. Locke** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Owner and as such executed the foregoing document for the purposes therein contained.

Witness my hand and seal on this the _____ day of _____,
2026.

{SEAL}

Notary Public

My Commission Expires: _____

Agreement Prepared by:
City of Franklin Law Department
109 3rd Avenue South
Franklin, Tennessee 37064

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Date: _____

ATTEST:

By: _____
Cayce Anderson
City Recorder

Date: _____

STATE OF TENNESSEE _____)

COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, personally appeared **Dr. Ken Moore** and **Cayce Anderson** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Recorder, for the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Recorder executed the foregoing document 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 the _____ day of _____, 2026.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____

Approved as to Form:

Shauna R. Billingsley, City Attorney



File #: 26-0155

DATE: 6/25/2026

TO: Capital Investment Committee

FROM: Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Consideration Of COF Contract No. 2026-0085, Sewer Availability Agreement With Marc And Deidre Locke At 418 Cotton Lane (Map 51, Parcel 18.00)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the sewer availability agreement for the residents at 418 Cotton Lane (Map 51, Parcel 18.00).

BACKGROUND/STAFF COMMENTS:

Sewer availability for 1 single family unit at 418 Cotton Lane (Map 51, Parcel 18.00) was approved at the February 10th, 2026, BOMA meeting. The property owners requested sanitary sewer availability because the septic tank was failing.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the sewer availability agreement for Map 51, Parcel 18.00 be recommended for approval by the Board of Mayor and Aldermen.

Agreement Prepared by:
City of Franklin
Law Department
109 3rd Avenue South
Franklin, TN 37064

**AGREEMENT BETWEEN THE CITY OF FRANKLIN
AND MARC A. LOCKE
COF CONTRACT NO. 2026-0085**

This Agreement is entered into between the City of Franklin, Tennessee (“City”) and Marc A. Locke, (“Owner”), on this the ____ day of _____, 2026, pursuant to Title 18, Chapter 2 of the Franklin Municipal Code (“FMC”).

WHEREAS, the Owner currently owns property at 418 Cotton Lane (MAP 51 PARCEL 18.00) “Property”); and

WHEREAS, on January 10, 2026, the Owner submitted a Request for Sewer Availability for [1 SFUE (1 SFUE = 350 gallons per day)]; and

WHEREAS, the Board of Mayor and Aldermen approved this availability at the February 10, 2026, Board of Mayor and Aldermen meeting contingent on the Owners executing this Annexation Agreement allowing the City to annex the Property at whatever time the City deems desirable; and

WHEREAS, prior to applying for a Sewer Infrastructure Installation Permit, the Owner shall be responsible for having this Agreement recorded at the Williamson County Register of Deeds; and

WHEREAS, the Owner shall be responsible for all costs to connect the Property to the sewer to include, but not limited to, extending the public main, required permits, necessary public and private easements, right-of-way acquisition, pavement restoration, property restoration, and complying with all local, state, and federal requirements and all costs associated with the sewer connection and required fees.

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

I. AGREEMENT OF SEWER AVAILABILITY

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The Owner shall be responsible for having this Agreement recorded with the Williamson County Register of Deeds within 30 days of the execution of this Agreement with a copy maintained in the City’s Recorder’s office in City Hall, Franklin, TN.
3. The Board of Mayor and Aldermen approved the sewer availability at the February 10, 2026, Board of Mayor and Aldermen meeting, contingent on the Property Owner executing this Annexation Agreement allowing the City to annex the Property at whatever time the City deems desirable.
4. Prior to construction activities, Owner is responsible for all fees as listed in Municipal Code Title 18 and Appendix A – Comprehensive Fees and Penalties.
5. Owner shall be responsible for all costs to include but not limited to extending the public main, required permits, necessary public and private easements, right-of-way acquisition, pavement restoration, property restoration, and complying with all local, state, and federal requirements.

Agreement Prepared by:
City of Franklin
Law Department
109 3rd Avenue South
Franklin, TN 37064

6. Owner shall be responsible for reimbursing the City for all aforementioned fees and all construction costs within 60 days of completion of construction.
7. The Owner hereby covenants with the City, that they are lawfully seized and possessed of said land in fee simple and have a good right to sign this Agreement.
8. This Agreement constitutes the entire agreement between parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.
9. In the event the Owner sells the Property, all terms within this Agreement shall be transferred onto the new owners of the Property as this Agreement runs with the land.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**

No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Property Owner, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Owner or successor or on any obligations hereunder.

2. **Warranties/Limitation of Liability/Waiver.**

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

3. **Severability.**

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

Approved by the Franklin Board of Mayor and Aldermen on _____, 2026.

Agreement Prepared by:
City of Franklin
Law Department
109 3rd Avenue South
Franklin, TN 37064

WITNESS my hand on the dates as indicated.

OWNER:

By: _____
Marc A. Locke

STATE OF TENNESSEE)
)
COUNTY OF _____)

Before me, the undersigned Notary Public of said County and State, personally appeared Marc A. Locke with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Marc A. Locke and 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 of Franklin

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

File #: 26-0655

DATE: 6/25/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2020-0141, With Southern Land Company, LLC For Road Impact Fee Reimbursement Agreement

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to COF Contract No. 2020-0141.

BACKGROUND/STAFF COMMENTS:

The City of Franklin and Southern Land Company, LLC entered into a Road Impact Fee Reimbursement agreement on October 13, 2020, as part of the Boyd Mill Improvement and Signalization at Stonewater and SR96W. As a part of the initial agreement, the Developer agreed to make collector roadway improvements and would be eligible for a reimbursement from the City for the costs of design, right-of-way acquisition, and construction. Since then, the cost of construction has risen significantly, and the Developer has asked that the City increase its proportionate share of the reimbursement to help offset rising costs. Amending this Road Impact Fee Reimbursement agreement would continue the intention of the original agreement by raising the City's contribution to remain proportionate to the total costs of the improvements. Additionally, the current development agreement lists Southern Land Company, LLC as the designated developer. The development responsibilities and associated contractual rights have been formally transferred to Westhaven Jewel Owner, LP.

FINANCIAL IMPACT:

The total eligible reimbursement to the Developer would increase from Two Million and 00/100 Dollars (\$2,000,000.00) to Two Million Two Hundred Eighty Two Thousand Two Hundred Forty Three and 89/100 Dollars (\$2,282,243.89).

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2020-0141 be recommended to the Board of Mayor and Aldermen for approval.

AMENDMENT NO. 1 TO ROAD IMPACT FEE REIMBURSEMENT AGREEMENT

COF Contract No. 2020-0141

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and Southern Land Company, LLC (“Developer”) as of this _____ day of _____, 2026.

RECITALS:

WHEREAS, the City and the Developer entered into an agreement (COF Contract No. 2020-0141) dated October 13, 2020 (the “Agreement”); and

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

WHEREAS, the costs of the required arterial roadway improvements have risen, and the City and the Developer would like to amend the Agreement to raise the total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the Improvements along with the total reimbursement to the Developer; and

WHEREAS, the City and the Developer desire to amend the Agreement to increase the eligible costs and eligible reimbursement from Two Million and 00/100 Dollars (\$2,000,000.00) to Two Million Two Hundred Eighty Two Thousand Two Hundred Forty Three and 89/100 Dollars (\$2,282,243.89) as set forth herein; and

WHEREAS, the contract designates Southern Land Company, LLC as the developer; and

WHEREAS, the parties desire to amend the agreement to have Southern Land Company, LLC formally release its obligations and assignments to Westhaven Jewell Owner, LP, which has accepted all rights and responsibilities; and

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 Agreement is hereby amended and restated as follows for Section 5: The total eligible costs of design, right-of-way acquisition, easements acquisition, permits, and construction of the above collector roadway Improvements is Two Million Two Hundred Ninety-Five Thousand and 00/100 Dollars (\$2,295,000.00) for the Development Project and the total reimbursement to the Developer is Two Million Two Hundred Eighty Two Thousand Two Hundred Forty Three and 89/100 Dollars (\$2,282,243.89). At no time shall reimbursement exceed the collector impact fees collected as part of the Development Project.

2. The Agreement is hereby amended to delete all references to “Southern Land Company, LLC” wherever they appear and substitute in lieu thereof “Westhaven Jewell Owner, LP”. All duties, obligations, rights, and responsibilities held by Southern Land Company, LLC under COF Contract No. 2020-0141 are hereby assumed by Westhaven Jewell Owner, LP. Westhaven Jewell Owner, LP shall perform in full compliance with all terms and conditions set forth in that contract.

3. Waiver. Neither party’s failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of

a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

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

5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

6. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

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

8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without 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.

9. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

10. All other provisions of the Agreement dated October 13, 2020 are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Date: _____

ATTEST:

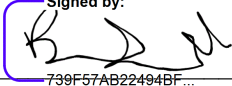
By: _____
Cayce Anderson, City Recorder

Date: _____

APPROVED AS TO FORM BY:

Ronda Webb, Assistant City Attorney

WESTHAVEN JEWELL OWNER, LP:

Signed by:
By:  _____
739F57AB22494BF...

Title: Authorized Signatory

Date: 6/16/2026



File #: 26-0672

DATE: 6/25/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2021-0247, With Poplar Farms, LLC For Road Impact Fee Reimbursement Agreement

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to COF Contract No. 2021-0247.

BACKGROUND/STAFF COMMENTS:

The current development agreement lists Poplar Farms, LLC as the designated developer. The development responsibilities and associated contractual rights need to be formally transferred to Meritage Homes of Tennessee, Inc.

FINANCIAL IMPACT:

There is no financial impact to the City.

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2021-0247 be recommended to the Board of Mayor and Aldermen for approval.

AMENDMENT NO. 1 TO ROAD IMPACT FEE REIMBURSEMENT AGREEMENT

COF Contract No. 2021-0247

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the “City”) and POPLAR FARMS, LLC (“Developer”) as of this _____ day of _____, 2026.

RECITALS:

WHEREAS, the City and Poplar Farms, LLC entered into an agreement (COF Contract No. 2021-0247) dated November 11, 2021 (the “Agreement”); and

WHEREAS, the contract designates Poplar Farms, LLC as the developer; and

WHEREAS, the parties desire to amend the agreement to have Poplar Farms, LLC formally release its obligations and assignments to Meritage Homes of Tennessee, Inc.; and

WHEREAS, the City and Poplar Farms, LLC desire to amend the Agreement as set forth 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 Agreement is hereby amended to delete all references to “Poplar Farms, LLC” wherever they appear and substitute in lieu thereof “Meritage Homes of Tennessee, Inc.” All duties, obligations, rights, and responsibilities previously held by Poplar Farms, LLC under COF Contract No. 2021-0247 are hereby assumed by Meritage Homes of Tennessee, Inc. Meritage Homes of Tennessee, Inc. shall perform in full compliance with all terms and conditions set forth in that contract.

2. Waiver. Neither party’s failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

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

4. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

5. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

6. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase

order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

7. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without 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.

8. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

9. All other provisions of the Agreement dated November 11, 2021 are unchanged and remain in full force and effect.

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____

Cayce Anderson, City Recorder

Date: _____

APPROVED AS TO FORM BY:

Ronda D. Webb, Assistant City Attorney

MERITAGE HOMES OF TENNESSEE, INC.:

By: _____

Title: _____

Date: _____



City of Franklin

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

File #: 26-0818

DATE: 6/25/2026
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For June 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.franklintn.gov/active-projects/>

Manually locate the dashboard following the instructions below:

Go to the City of Franklin's main website at: <https://www.franklintn.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

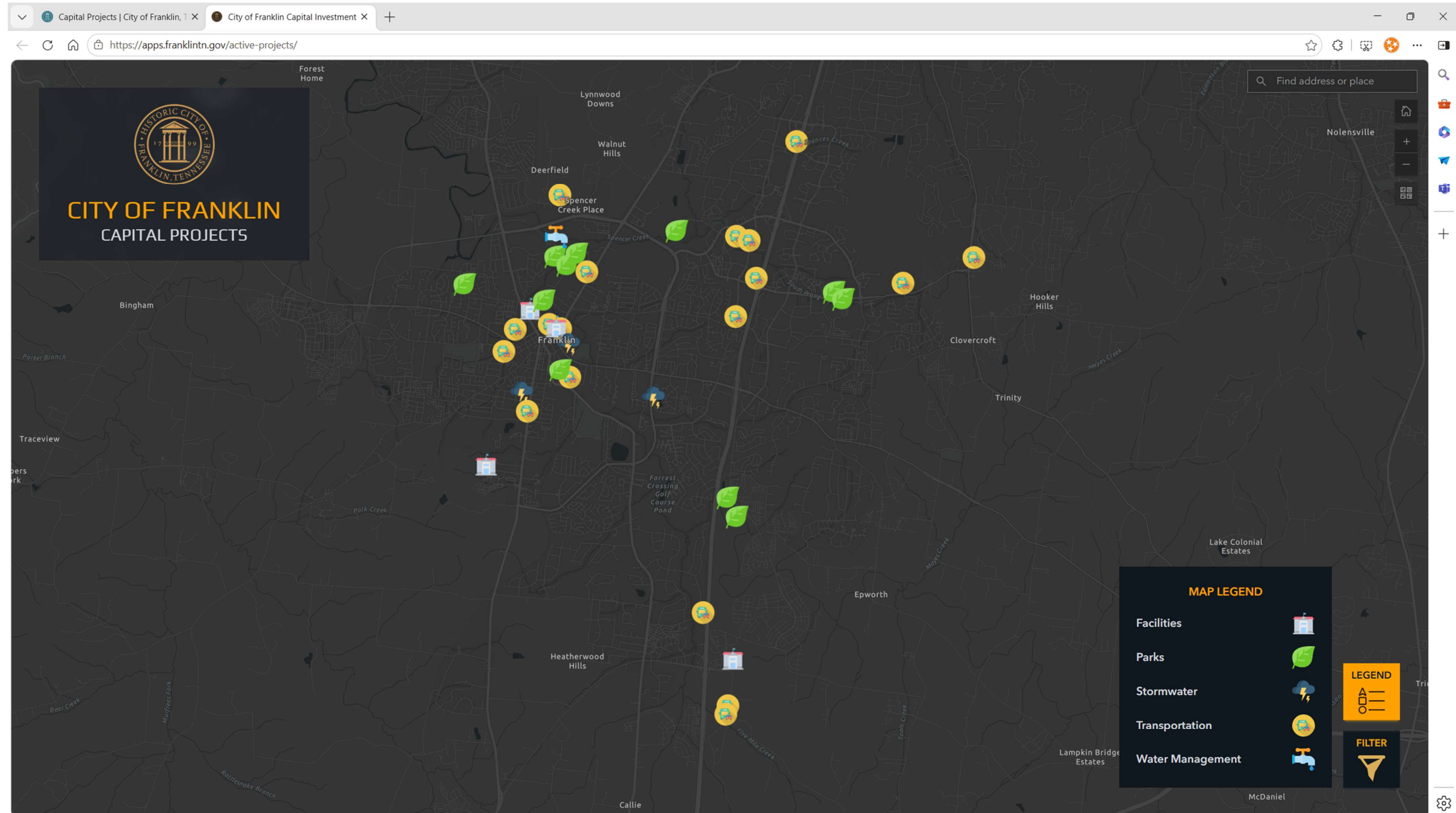


Image Captured from City of Franklin Website on 06/17/2026

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](#)"