



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, February 28, 2017

5:30 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [17-0153](#) Pet Friendly Cities Presentation

Sponsors: Eric Stuckey, Milissa Reiersen and Monique McCullough
2. [17-0157](#) Consideration of Event Permit for Main Street Festival sponsored by the Heritage Foundation on April 29 - 30 in Downtown Franklin (2/28/17 WS).

Sponsors: Deb Faulkner

Attachments: [MSF 2017 REVISED App](#)
3. [17-0188](#) *Consideration to AMEND Resolution 2017-04, A Resolution to Re-Purpose Excess Water and Sewer Taps from City-Owned Un-developable Parcels. (01/24/16 WS, 2/14/17 BOMA 6-0)

Sponsors: Chris Bridgewater and Building and Neighborhood Services (BNS)

Attachments: [Resolution 2017-04 - Repurpose of Water and Sewer Taps from City owned pro](#)
[Attachment to 2017-04 List of Vacated Properties](#)
[RES 2017-04 re-use of water tapsRevisedLaw Approved](#)
4. [17-0131](#) Consideration of COF Contract No. 2016-0088 Lease Agreement with Franklin Williamson County Youth Football or collectively known as the Franklin Cowboys Youth Football & Cheer (2/28/17 WS).

Sponsors: Lisa Clayton

Attachments: [COF Contract No 2016-0088 Franklin Williamons County Youth Football Parks](#)
5. [17-0133](#) Consideration of City of Franklin Contract No. 2016-0089 Lease Agreement with Williamson County Youth Athletic Association (2/28/17 WS).

Sponsors: Lisa Clayton

Attachments: [COF Contract No 2016-0089 2017 Williamson County Youth Athletic Associatio](#)

6. [17-0156](#) Consideration of Resolution 2017-12 to Adopt the Equine Trail Policy and Guidelines for the Park at Harlinsdale Farm (2/28/17 WS).
- Sponsors:** Lisa Clayton
- Attachments:** [HarlinsdaleHorseTrailsMap2017](#)
[2017-12 RES Parks Equine Rules with Exhibit A Law Approved](#)
7. [17-0158](#) Consideration of Resolution No. 2017-11 A Resolution to Adopt the City of Franklin Parks Department Pavilion Reservation Application Process Form and Authorize the City Administrator to Approve and Adopt Departmental Forms and Applications with or Without Fees and Deposits (2/28/17 WS).
- Sponsors:** Lisa Clayton
- Attachments:** [2017-11 RES Pavilion Reservation Process with Exhibit A Law Approved.pdf](#)
[Pavilion Rental Fee Comparision](#)
[Pavillion Reservation Application2017Revised](#)
8. [17-0148](#) Consideration of a Local Agency Project Agreement (COF Contract No. 2017-0034) with the Tennessee Department of Transportation for the East McEwen Drive Phase 4 Improvements Project (PIN 125418.00) (2/28/17 WS)
- Sponsors:** Engineering
- Attachments:** [McEwen 4 project update - 2-9-17](#)
[COF2017-0034 E McEwen4 LocalAgencyProjectAgreement TDOTLaw Approv](#)

Other Business

Adjournment

Anyone requesting accommodations due to disabilities should contact ADA coordinator at 791-3277.

OFFICE USE ONLY

Permit No: _____



City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Festival/Fair

- Name/purpose of event:** Main Street Festival 2017
- Location Requested:** *(if Temporary Street Closure, list major roads to be closed):*
Historic Main Street from 1st Avenue to 5 Points; 3rd Avenue Church Street to Bridge Street; 2nd Avenue North to Bridge Street; 4th Avenue North to the alley next to The Mercantile; 4th Avenue South to the parking garage.
- Date or dates of event:** 04/29/2017, 04/30/2017
- Start/End Times of Event:** 04/29: 10 a.m. - 6 p.m.
04/30: 11 a.m. - 5 p.m.
What date/time will set-up begin? 04/28/2017 ~~03:00:00 AM~~ **5a.m.**
What date/time will tear-down be complete? 04/30/2017 07:00:00 PM
**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
- Time of Street Closure** *(if applicable):* Traffic restricted on 4th Avenue North to the alley and on 4th Avenue South to the parking garage at 5 a.m. on 04/28 for loading in food vendors. We are requesting parking be restricted on Main Street on Friday, 04/28, at 5 p.m. We are also requesting that Main Street close to traffic at 8 p.m. on Friday 04/28. Streets to re-open on 04/30 at 9:00 p.m.
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 120,000 Event Staff/Volunteers: 60 Total: 120,060
- Name of applicant and Organization Requesting Permit:**
Abby Williams - Heritage Foundation of Franklin and Williamson County
a) **Address:** 134 2nd Ave
Franklin, TN 37065
b) **Phone:** 6155918500 c) **Cell:** d) **Fax:**
e) **E-mail address:** awilliams@historicfranklin.com
- DETAILED description of event** *(use additional sheets):*
Main Street Festival 2017 will be the 34th Annual arts and crafts fair in downtown Franklin. This two-day event will feature more than 200 artisans and crafters on Main Street from 1st to 5th Avenue; live entertainment from the Public Square and at 1st and Main Street; a dedicated kids "carnival" area and dozens of food vendors throughout the festival. There will also be a beer garden on 4th Avenue South.

9. **ENCLOSE A DETAILED MAP** of event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division**

Please detail any restricted parking areas on the event map.

Event Map: [msf detailed map for app.pdf](#)

10. **Person in charge on day of event:** Teryl O'Connor

Cell: 6155253101

E-mail address: toconnor@historicfranklin.com

11. **Name and Cell Number of at least two others available on day of event:**

Name: Abby Williams

Cell: 6156302018

E-mail address: awilliams@historicfranklin.com

Name: Kristy Williams

Cell: 6153053610

E-mail address: kwilliams@historicfranklin.com

- 12.

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

Administrative Contact List: [HF contact list.pdf](#)

13. **Where is your organization based?** Williamson County

14. **Is your organization authorized to do business in Tennessee?** Yes

15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes

IRS tax exemption letter:

16. **Will you charge an admission fee?** No

Average admission fee:

17. **Will you charge a vendor participation fee?** Yes

Average vendor participation fee? 175-2000

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

19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes

20. **Is this event a fundraiser?** Yes

What organization will be the benefactor of event? Heritage Foundation of Franklin

What percentage of funds will they receive? 100

21. **Will parking in the area of the event need to be restricted or prohibited?** Yes

22. **Will any sound amplification equipment be used during the event?** Yes

23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**

***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.

If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** arts and craft vendors; food vendors; sponsors
25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider:
26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
27. **Will you require a temporary water tap?** Yes
If yes, please list exact locations: 4th and Main; 3rd Avenue North; 3rd Avenue South at City Hall
28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter:
Good Nieghbor Letter Mailing List: [Good Neighbor Letter Explanation.docx](#)



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 9) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: **Abby Williams** Digitally signed by Abby Williams
DN: cn=Abby Williams, o=Heritage Foundation of Franklin and
Williamson County, ou, email=awilliams@historicrockfranklin.com, c=US
Date: 2017.01.03 10:42:58 -06'00' Date: 1/3/2017
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

★
★ **Return application to:** ★
★ City Administrator's Office ★
★ City Hall ★
★ 109 Third Ave South ★
★ Franklin, TN 37065 ★
★ 615-791-3217 ★
★ 615-790-0469 (FAX) ★
★
★

Event Name: Main Street Festival 2017

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

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

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

All Permit applications are subject to permit fees.

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



Signature: _____

Sound Amplification

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

Applicant/Organization: Abby Williams - Heritage Foundation of Franklin and Williamson County

Event Name: Main Street Festival 2017

Event Date(s): 04/29/2017, 04/30/2017

1. **Time amplification equipment will be used:** From: 09:00:00 AM To: 05:00:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). *Provide map/layout if necessary:*
on the Public Square (same quadrant where Dickens 2016 was); 1st and Main stage/platform; inside beer tent on 4th South.
Sound Amplification Map: [msf 2017 detailed map with sound areas.pdf](#)
3. **For what purpose will sound amplification be used?** *Please list all that apply:*
 - Announcements/Speeches
 - Band/Singers
 - DJ
4. **Type of Amplifier:**
 - Fixed
 - PA System

5. **Number of Amplifiers:** 50 **Number of Speakers:** 10 **Number of Performers:** 100

6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: Abby Williams

Cell: 6156302018

E-Mail: awilliams@historicfranklin.com

Name: Teryl O'Connor

Cell: 6155253101

E-Mail: toconnor@historicfranklin.com

Authorized Signature: Abby Williams

Date: 01/03/2017

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

Good Neighbor Letter will be sent by Teryl to Monique in early April 2017.

mpearce@historicfranklin.com

Main Street Director for Franklin
Kristy Williams
615.591.8500, Ext. 18
kwilliams@historicfranklin.com

Art Scene Coordinator
Linda Childs
615.591.8500, Ext. 16
lchilds@historicfranklin.com

Heritage Ball Manager
Lynne McAlister
615.591.8500, Ext. 20
lmcalister@historicfranklin.com

Jackie Canaday
615.591.8500
jcanaday@historicfranklin.com

wdunavant@historicfranklin.com

Historian
Rick Warwick
615.591.8500, Ext. 14
rwarwick@historicfranklin.com

Festival Director/Vendor Director
Rene Evans
615.591.8500, Ext. 11
revans@historicfranklin.com

Festivals
Abby Good Williams
615.591.8500, Ext. 17
awilliams@historicfranklin.com

DFA WEBSITE PROFILE CHANGES SHOULD BE SENT TO: dfawebsite1@gmail.com

MSF 2017



DOWNTOWN FRANKLIN

New Hwy 96 W

Bridge St

Fair St

W Main St

Columbia Ave

Cummins St

5th Ave S

4th Ave S

3rd Ave S

Church St

2nd Ave S

1st Ave S

Emily Ct

2nd Ave N

3rd Ave N

4th Ave N

Stage

Stage platform

Best is
tentative...

Alley

Alley

Alley

Alley

Alley



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DOWNTOWN FRANKLIN

New Hwy 96 W

Bridge St

4th Ave N

3rd Ave N

2nd Ave N

1st Ave N

W Main St

Columbia Ave

Cummins St

5th Ave S

Main St

E Main St

2nd Ave S

1st Ave S

Church St

Emily Ct

4th Ave S

3rd Ave S

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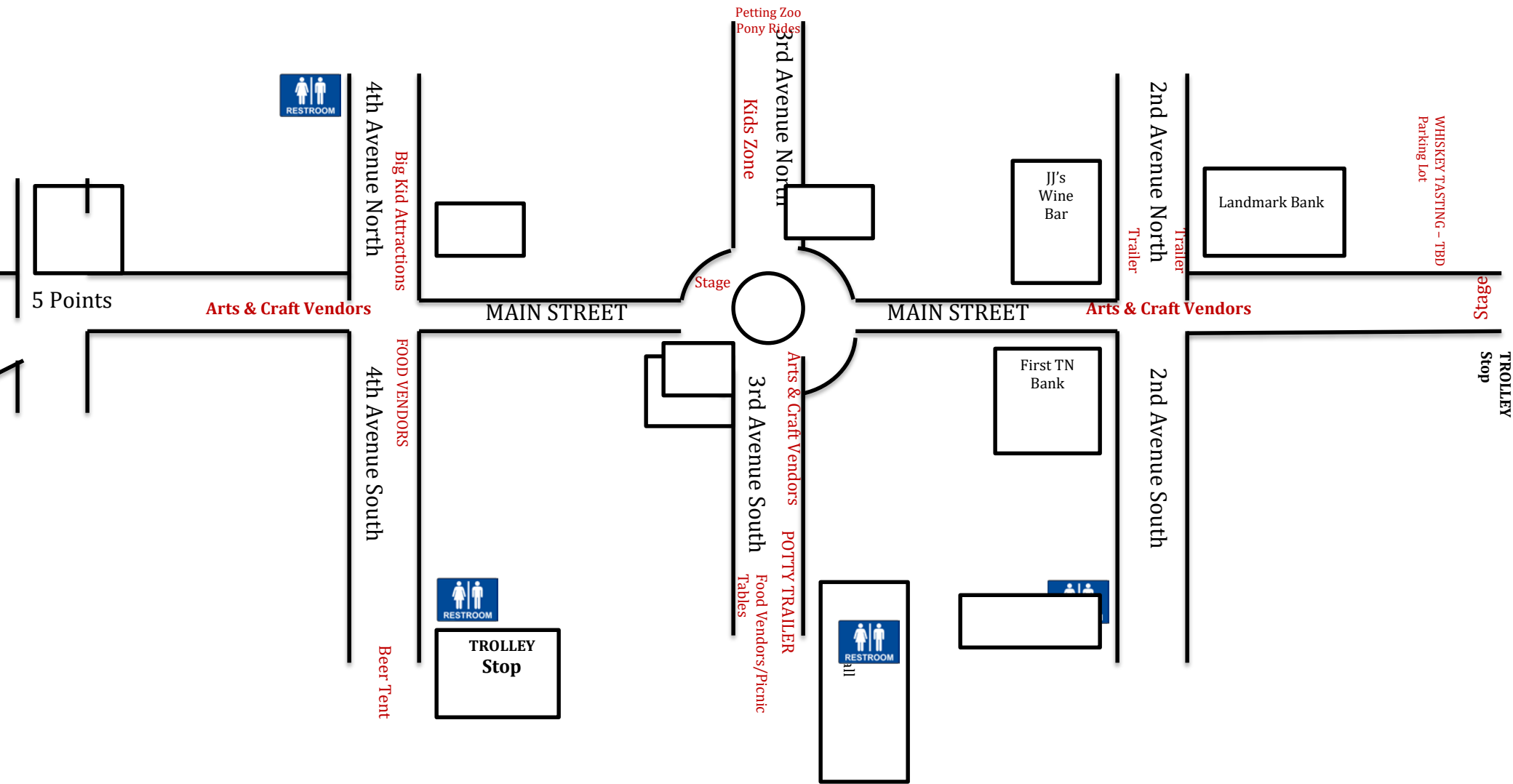
Stage platform

Stage

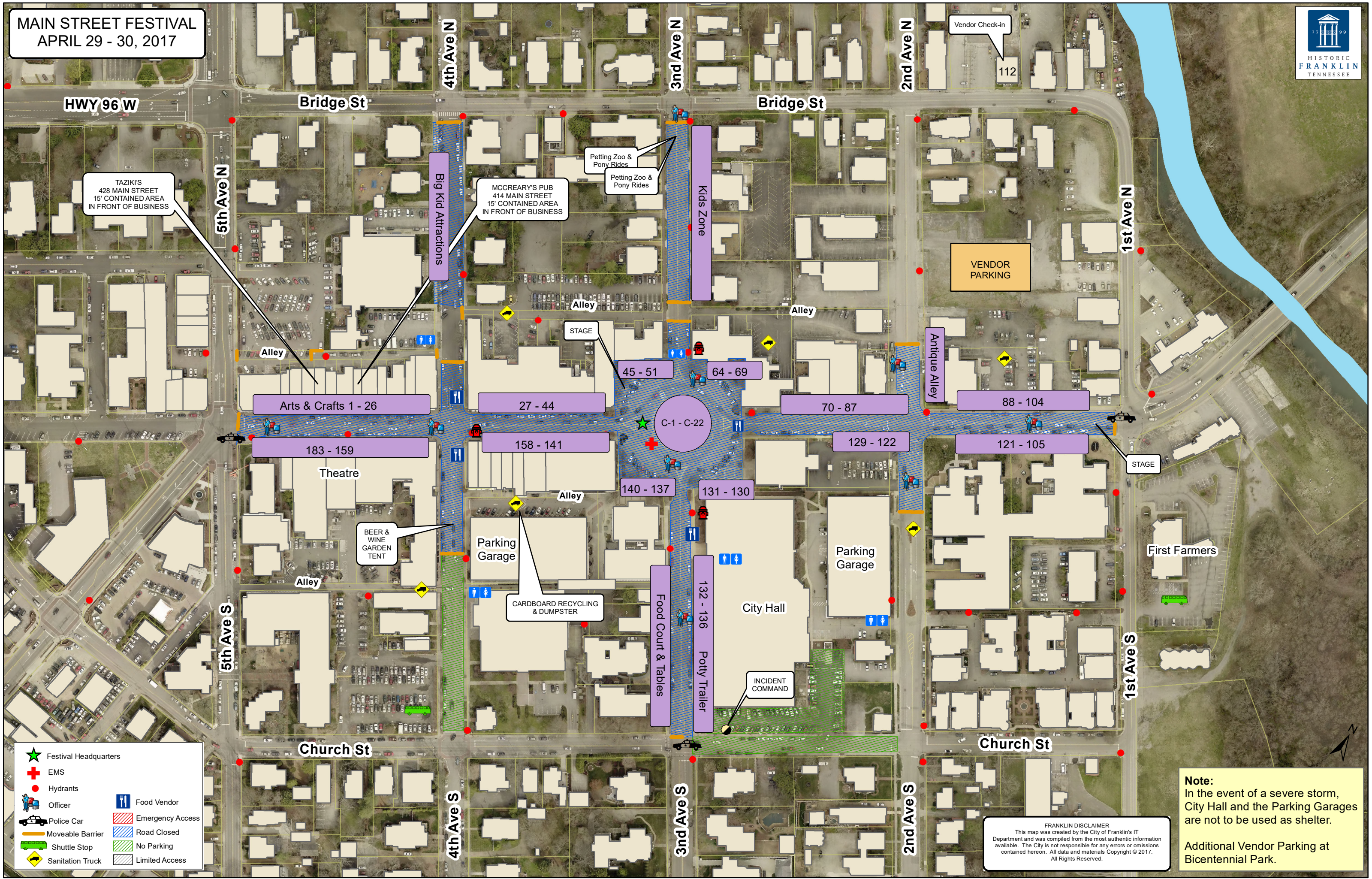


MSF 2017

MAIN STREET FESTIVAL
APRIL 29-30, 2017



MAIN STREET FESTIVAL
APRIL 29 - 30, 2017



Legend:

- ★ Festival Headquarters
- ✚ EMS
- Hydrants
- 👮 Officer
- 🚓 Police Car
- 🚧 Moveable Barrier
- 🚐 Shuttle Stop
- 🚚 Sanitation Truck
- 🍴 Food Vendor
- 🚚 Emergency Access
- 🚧 Road Closed
- 🚫 No Parking
- 🚧 Limited Access

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Note:
In the event of a severe storm, City Hall and the Parking Garages are not to be used as shelter.

Additional Vendor Parking at Bicentennial Park.

We will provide a detailed list to you closer to April 12, 2017.

Thanks!

Teryl and Abby



KISERVOGRIN DESIGN

Carter Hill Park Trail Exhibit
CARTER HILL PARK
 FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

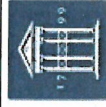
March 12, 2015
 Project #10051

0 30 60 90
 SCALE 1"=30'

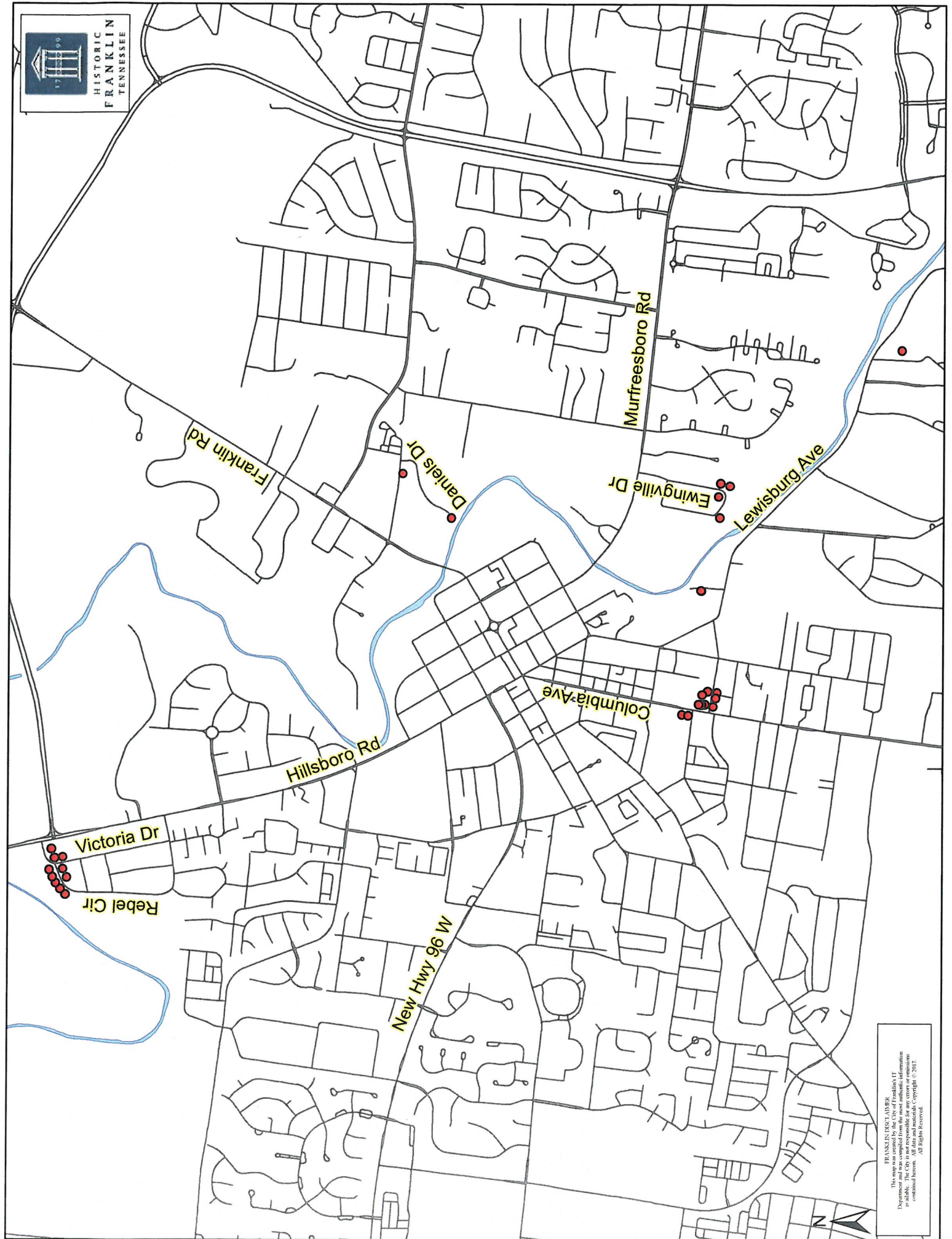
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FRANKLIN HISTORIC MAP
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HISTORIC
FRANKLIN
TENNESSEE



FRANKLIN FIRST LAWYER
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Attachment to Resolution 2017-04 to Re-Purpose Excess Water and Sewer Taps from City-Owned Un-developable Parcels

List of Vacated and Demolished Properties Owned by the City (17 Water SFUEs and 30 Sewer SFUEs)

Water and Sewer Taps	SFUE
117 Ewingville	1
127 Ewingville	1
1009 Hillsboro	1
917 Rebel Circle	1
919 Rebel Circle	1
920 Rebel Circle	1
921 Rebel Circle	1
923 Rebel Circle	1
925 Rebel Circle	1
916 Victoria Court	1
918 Victoria Court	1
919 Victoria Court	1
1164 Columbia Avenue	1
1221 Columbia Avenue	1
1223 Columbia Avenue	1
111 Cleburne Street	1
108 Cleburne Street	1
Sewer Taps Only	SFUE
131 Daniels Dr	1
119 Ewingville Dr	1
124 Ewingville Dr	1
846 Lewisburg Pike	1
204 Old Liberty Pike	1
1140 Thompson Alley	1
124 Strahl Street	1
1152 Columbia Ave	1
1219 Columbia Apt B	1
1225 Columbia Ave	1
1259 Columbia Ave	1
109 Cleburne St	1
110 Cleburne St	1

**REVISED
RESOLUTION 2017-04**

**TO BE ENTITLED: "A RESOLUTION TO RE-PURPOSE EXCESS WATER
AND SEWER TAPS FROM CITY-OWNED UN-DEVELOPABLE PARCELS."**

WHEREAS, the City of Franklin has provided the citizens that reside within the City of Franklin limits with water and sewer service; and

WHEREAS, the City has acquired several water and sewer taps from properties that are now vacant and will no longer be used for private use; and

WHEREAS, the Housing Commission has requested the capacity from these taps be declared surplus allowing them to be reused to assist with the construction or establishment of affordable, deed restricted, homes within the City limits; and

WHEREAS, the Board of Mayor and Aldermen believes that the allotment of the capacity of the water and sewer taps that have been acquired from various properties and are re-purposed toward affordable, deed restricted, dwellings that will be established within the City of Franklin corporate limits is in the best interest of the City of Franklin.

NOW THEREFORE BE IT RESOLVED by the Board of Mayor and Aldermen for the City of Franklin, Tennessee that:

The City declares surplus the SFUE (single family unit equivalents) capacity of water and sewer taps that have been vacated. This capacity is to be credited and reused on dwellings that meet the affordable criteria as set by the Metropolitan Statistical Area and the Department of Housing and Urban Development. Those requesting an SFUE must submit an application to the City's BNS Department and prove that they meet the criteria set forth by the Metropolitan Statistical Area and the Department of Housing and Urban Development. The standard language deed restriction shall be recorded prior to issuance of the Building Permit. The SFUE's are on a first come, first served basis to both profit and non-profit entities who make application through the Building and Neighborhood Services Department.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2017.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form

By: _____
Shauna Billingsley, City Attorney

LEASE AGREEMENT

**JIM WARREN PARK FOOTBALL AREA,
COWBOYS COMPLEX, & PHASE V**

This Lease Agreement, ("Agreement"), is entered into on this _____ day of _____, 2016, by and between the City of Franklin Parks, Tennessee, ("City"), and Franklin Williamson County Youth Football, collectively known as the Franklin Cowboys Youth Football & Cheer, ("Lessee").

WHEREAS, the City owns, operates, and maintains certain facilities for athletic contests and other public uses—which facilities are generally known as the Jim Warren Park Football area, Cowboys Complex, and Phase V—within the City's corporate limits.

WHEREAS, the City desires to make available to Lessee, and Lessee desires to use the Jim Warren Park Football Area, Cowboys Complex, and Phase V for athletic programs under the direction of the Lessee.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Premises.** The City hereby leases to Lessee and Lessee hereby leases from the City the football fields, Cowboys Complex, and Phase V (hereinafter, "Premises"), located in Jim Warren Park.
2. **Term.** The term of this Agreement shall be for seven (7) years from the date indicated above with an optional three (3) years extension if both parties agree in writing. In no event will the term of this Agreement exceed ten (10) years.
3. **Use of Premises.** Lessee shall have the right to occupy and use the Premises for the purposes of conducting football and cheer programs. Lessee shall conduct football league and cheer activities as follows:

Spring Camp: Lessee shall have the right to occupy the Premises for spring training camp at such times as approved by the City.

Fall League/Practices: Lessee shall have the right to occupy the Premises Monday–Friday mid-July through early November.

Fall League/Games: Lessee shall have the right to occupy the Premises Saturdays August through early November.

Additional League Activities: Lessee shall have the right to occupy the Premises for additional events, games, or practices as agreed to by the parties.

The City reserves the right to use all or any part of the Premises for private or City-sponsored events (including weekdays) by providing Lessee thirty (30) days prior notice during the term of this Agreement.

Lessee shall use and occupy the Premises in a safe and careful manner and in compliance with all applicable municipal, state, and federal laws, rules, and regulations prescribed by the City Fire and Police Departments and other Governmental authorities as may be in force and effect during the term of this Agreement. Lessee shall not do any act or suffer any act during the term of this

Agreement that will in any way deface, alter, or injure any part of the Premises, except normal wear and tear.

Lessee shall only use the Premises to conduct football leagues and season ending football tournaments. Lessee shall not conduct additional tournaments or conduct outside special events on the property without permission from the City. The City shall be notified in writing for requests other than football league play under the direction of the Lessee. Additional fees may be applied to the Lessee for uses outside the scope of this lease agreement. Additional fees shall be at a rate as agreed upon by the parties.

Lessee shall dispose of all trash from fields into proper disposal containers prior to leaving the premises post game play. The City shall dispose of all waste materials offsite and empty containers from surrounding areas.

4. **Schedules.** The Lessee shall submit to the City, prior to spring camps and fall football league(s) starting, a copy of each league's play schedule with a proposed light schedule for City Parks personnel. Changes to schedules for rainouts/make-ups shall be submitted by email to the Franklin Parks Department Parks and Recreation Superintendent within 24 hours or as soon as schedules are developed by the Lessee.
5. **Equipment.** Lessee shall supply all of its own equipment. The City will not be responsible for supplying any equipment, nor for taking any other action, with respect to the construction or repair of the Premises other than as provided herein.
6. **Assignment.** This Agreement may not be assigned by either party without the prior written permission of the non-assigning party.
7. **Rent.** Lessee will pay the City of Franklin Parks Department a total sum of One Thousand Eight Hundred Twenty-Six and 67/100 Dollars (\$ 1,826.67) as rent for the 2016 season, and such amount shall include all utilities. Rent shall be payable in full on December 1, 2016. Rent for the 2017, 2018, 2019, 2020, 2021 and 2022 seasons shall be paid in the same manner, and shall be increased by 4%, compounded annually, due and payable on December 1, 2017, 2018, 2019, 2020, 2021 and 2022 with an optional 3-year contract extension in 2023, 2024 and 2025 with an increase of 5% compounded annually, due and payable on December 01, 2023, 2024 and 2025. A statistical report pertaining to the leagues held at Jim Warren Park shall be submitted by the Lessee, no later than the 30th of December each year, to the City of Franklin, of the past spring and fall leagues, in order to provide participant numbers of participants for benchmarking purposes.
8. **Concessions.** The Lessee has permission to use the concession facility located at the Cowboys Complex and Phase V at Jim Warren Park. The equipment which the Lessee owns will be the responsibility of Lessee and any repairs to this equipment, would be the responsibility of Lessee. Any installation of equipment requires written consent by City of Franklin Parks Department in conjunction with City of Franklin Building and Neighborhood Services and/or Fire Department. The Lessee will be responsible for maintaining insurance coverage on any and all equipment located/stored in concession facilities. The Lessee shall be responsible for cleanliness and overall appearance of the concession area.

It is understood that if the City of Franklin Parks Department sponsors a tournament for football or another special event, the Lessee reserves the first right of refusal to sell concessions for that activity, with the rights of those concessions awarded to Lessee; however, should Lessee decline to sell concessions the City of Franklin reserves the right to sell concessions. In the event the City sells concessions, the City shall use its own equipment and shall receive any proceeds from concession sales.

The concession stand cannot be converted or subleased.

9. **Vendors.** The Lessee shall prohibit vendors from providing any goods during the Lessee's use of the football fields, unless Lessee obtains prior permission from the City.
10. **Repair of Damage.** The City is responsible for field preparation, which shall include proper field maintenance including field to be kept free of ruts and other hazards. Additionally, the City is responsible for construction and repair of the football fields. Lessee agrees to notify the City of any damages to the Premises which occur during the term of this Agreement in which the Lessee is aware.
11. **Insurance.** Lessee shall procure and maintain, throughout the term of this Agreement, a policy or policies of insurance, at its sole cost and expense, insuring Lessee and the City against any and all liability from injury or death to a person or persons, and for damage or destruction of property occasioned by or arising out of or in connection with the use of the football fields by Lessee. The limits of such liability policy or policies must be in an amount not less than One Million Dollars (\$1,000,000.00) Property damage coverage which shall cover the building against vandalism occurring during use by the Lessee and all equipment and contents. Insurance policy must be submitted annually and must show the City of Franklin as the certificate holder for the duration of the Lease. All insurance policies must be submitted to the Franklin City Parks Department prior to the beginning of the season and will remain on file on an annual basis.
12. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties here to shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
13. **Termination.** This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party at the address listed below; such notice shall take effect at the completion of the current season (spring or fall) post season tournament play.
14. **Background Checks.** Lessee shall be responsible for conducting all background checks for any personnel, umpires, or coaches they deem necessary for football programming.
15. **Notices.** Any communication between the parties should be directed to the addresses listed below:

ADDRESS:

CITY:

**City of Franklin
P.O. Box 305
Franklin, Tennessee 37065-0305**

**Attn: Lisa R. Clayton, Parks
Director: LisaC@franklintn.gov**

ADDRESS:

LESSEE:

**Franklin Cowboys Association
Dale Nichols: President Franklin Cowboys
dnichols3@bellsouth.net**

Either party may, by written notice to the other, change the address to which subsequent notice shall be directed.

16. **Assumption of Liability.** The City shall not be liable to Lessee or Lessee's employees, agents, guests or invitees or to any other person whomsoever, for injury to persons or damage to property on or about the Jim Warren Park caused by the negligence or misconduct of Lessee, its employee, subtenants, licensees and concessionaires or of any other person entering Jim Warren Park under expressed or implied invitation of Lessee arising out of the use of the Premises by Lessee in the conduct of its business herein or arising out of any breach or default by Lessee in the performance of its obligations hereunder and Lessee hereby agrees to indemnify the City of Franklin and hold the City of Franklin Harmless from any loss, expense or claims arising out of or caused by burglary, theft, or other illegal acts performed on the premises. Lessee shall submit within a 24-hour period all accident reports to the City of Franklin Parks Department.
17. **Governing Law.** The validity, construction, and effect of this Lease and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee.
18. **Venue.** Any action between the parties arising from this agreement shall be maintained exclusively in the courts of Williamson County, Tennessee.
19. **Waiver.** No waiver of any provision of this Lease shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
20. **Severability.** Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.
21. **Accident Report Form.** Lessee agrees it shall submit an Accident Report Form as part of this Lease Agreement. Accident Report Form is to be made available to all affiliated with the Lessee's use of the football fields with instructions on its use and purpose, specifically, that any and all accidents are to be reported on this form and submitted to the City of Franklin Parks Department no later than 24 hours of accident.

FRANKLIN WILLIAMSON COUNTY YOUTH FOOTBALL, COLLECTIVELY KNOWN AS THE
FRANKLIN COWBOYS YOUTH FOOTBALL & CHEER :

Signature: _____

Printed Name: _____

Title: _____

CITY OF FRANKLIN

Dr. Ken Moore, Mayor

ATTEST:

Eric S. Stuckey, City Administrator

APPROVED AS TO FORM:

Kristen L. Corn, Assistant City Attorney

LEASE AGREEMENT**LIBERTY PARK BASEBALL FIELDS
JIM WARREN PARK BASEBALL FIELDS**

2017 2016
 (20) This Lease Agreement, ("Agreement"), is entered into on this 17 day of January,
 2017 by and between the City of Franklin, Tennessee, ("City"), and Williamson County Youth Athletic
 Association ("Lessee").

WHEREAS, the City owns, operates, and maintains certain facilities for athletic contests and other public uses, which facilities are generally known as the Jim Warren Park 705 Boyd Mill Ave and Liberty Park 2080 Turning Wheel Lane within the City's corporate limits, ("baseball fields"); and

WHEREAS, the City desires to make available to Lessee, and Lessee desires to use the Jim Warren Park Baseball Fields and Liberty Park Baseball Fields (collectively, "Baseball Facilities") for baseball league programs under the direction of the Williamson County Youth Athletic Association.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Premises.** The City hereby leases to Lessee and Lessee hereby leases from the City, the Baseball Facilities located in Jim Warren Park and Liberty Park for the following athletic leagues: Spring League (Sunday-Friday) and Fall League (Monday - Friday, weekdays only). Facilities are defined to include the following: Jim Warren: baseball fields, batting cages, concessions areas, bathroom areas, and the Jim Warren board room in phase 1. Liberty Park: baseball fields, batting cages, concessions areas, and bathroom area.
2. **Term.** The term of this Agreement shall be for seven (7) years from the date indicated above with an optional three (3) year extension, if both parties agree in writing. In no event will the term of this Agreement exceed ten (10) years.
3. **Use of Premises.** Lessee shall have the right to occupy and use the Baseball Facilities for the purposes of conducting baseball programs. Lessee shall conduct baseball league as follows:

Spring League: Lessee shall have the right to occupy the Baseball Facilities from mid-February until end of June during the following time frames: Monday – Thursday 5pm until 11pm, Saturday 8am until 11pm, Sunday 12pm until 7pm. Friday is to be used as a makeup day only with approval from the Parks and Recreation Superintendent. Fields may be closed periodically for routine maintenance. The Lessee shall be notified of the closure by the Parks and Recreation Superintendent.

Fall League: Lessee shall have the right to occupy the Baseball Facilities from beginning of August until the beginning of November during the following time frames: Monday –

Thursday 5pm until 11pm, Saturday 8am until 11pm, Sunday 12pm until 7pm. Friday is to be used as a makeup day only with approval from the Parks and Recreation Superintendent. Liberty Park shall only be used with approval from the Parks and Recreation Superintendent. Fields may be closed periodically for routine maintenance. The Lessee shall be notified of the closure by the Parks and Recreation Superintendent.

Tournaments: Additional tournaments (e.g. Memorial Day) for the Lessee shall require 45 days notice for approval and is dependent upon Parks Department scheduling. This notice shall be submitted in writing or by email to the Parks and Recreation Superintendent.

Tryouts: Tryouts for the Lessee shall require 30 days notice for approval and is dependent upon Parks Department scheduling. This notice shall be submitted in writing or by email to the Parks and Recreation Superintendent.

The City reserves the right to use all or any part of the Baseball Facilities for private or City sponsored events (including week days) by providing Lessee thirty (30) days prior notice during the term of this Agreement.

Lessee shall use and occupy the Baseball Facilities in a safe and careful manner and in compliance with all applicable municipal, state, and federal laws, rules, and regulations prescribed by the City Fire and Police Departments and other Governmental authorities as may be in force and effect during the term of this Agreement. Lessee shall not do any act or suffer any act during the term of this Agreement which will in any way deface, alter, or injure any part of the Premises, except normal wear and tear.

Lessee shall only use the Baseball Facilities to conduct baseball leagues and season ending baseball tournaments. Lessee shall not conduct additional tournaments or conduct outside special events on the property without permission from the City. The City shall be notified in writing for requests other than baseball league play under the direction of the Lessee. Additional fees may be applied to the Lessee for uses outside the scope of this lease agreement. Additional fees shall be at a rate as agreed upon by the parties.

During its use of the Baseball Facilities, Lessee shall **not** allow anyone including Lessee personnel to park vehicles within the Baseball Facilities near the existing facility as to leave the area free for emergency access only.

Lessee shall dispose of all trash from fields and dugouts into proper disposal containers prior to leaving the premises post game play. The City shall dispose of all waste materials offsite and empty containers from dugouts and surrounding areas.

4. **Schedules.** The Lessee shall submit, prior to spring and fall baseball league(s) starting, a copy of each leagues play schedule with a proposed light schedule for City Parks Athletic personnel. Changes to schedules for rainouts/make-ups shall be submitted by email to the Franklin Parks Department Parks and Recreation Superintendent within 24-hours or as soon as schedules are developed by the Lessee.

5. **Equipment.** Lessee shall supply all of its own equipment. The City will not be responsible for supplying any equipment, nor for taking any other action, with respect to the construction or repair of the premises other than as provided herein.

6. **Assignment.** This Agreement may not be assigned by either party without the prior written permission of the non-assigning party.

7. **Rent.** Lessee will pay the City of Franklin Parks Department a total sum of Four Thousand Two Hundred Seventy-Seven and 28/100 Dollars (\$4,277.28) as rent for the 2016 season, and such amount shall include all utilities. Rent shall be payable in full on December 1, 2016. Rent for the 2017, 2018, 2019, 2020, 2021 and 2022 seasons shall be paid in the same manner, and shall be increased by 4%, compounded annually, due and payable on December 1, 2017, 2018, 2019, 2020, 2021 and 2022 with an optional three (3) year contract extension in 2023, 2024 and 2025. Should the parties agree to such extension, rent shall be increased by 5% compounded annually for these years, due and payable on December 1, 2023, 2024, and 2025. A statistical report pertaining to the leagues held at Jim Warren Park and Liberty Park shall be submitted by the Lessee, no later than the 30th of December each year, to the City of Franklin, of the past spring and fall leagues, in order to provide participant numbers of participants for benchmarking purposes.

8. **Concessions.** The Lessee has permission to use the concession facility located in Phase I, II & III at Jim Warren Park and the concession facility located at Liberty Park. The equipment which the Lessee owns will be the responsibility of Lessee and any repairs to this equipment is the responsibility of Lessee. Any installation of equipment requires written consent by City of Franklin Parks Department in conjunction with City of Franklin Building and Neighborhood Services and/or Fire Department. The Lessee will be responsible for maintaining insurance coverage on any and all equipment located/stored in concession facilities. The Lessee shall be responsible for cleanliness and overall appearance of the concession area.

It is understood that if the City of Franklin Parks Department sponsors a tournament for baseball or other special event, the Lessee reserves the first right of refusal to sell concessions for that activity, with the proceeds of those concessions awarded to Lessee; however, should Lessee decline to sell concessions, the City reserves the right to sell concessions. In the event the City sells concessions, the City shall use its own equipment and shall receive any proceeds from concession sales.

9. **Vendors.** The Lessee shall prohibit vendors from providing any goods during the Lessee's use of the baseball fields, unless Lessee obtains prior permission from the City.

10. **Repair of Damage.** The City is responsible for field preparation, which shall include proper installation of the infield bases; use of a proper clay mix for the infields which shall be kept free of ruts and other hazards, and maintain proper grading of the outfields which shall include removal of rocks and holes and the elimination of other hazards. Additionally, the City is responsible for construction and repair of the Baseball Fields. Lessee agrees to notify the City of any damages to the Baseball Fields which occur during the term of this Agreement of which the Lessee is aware.

11. **Insurance.** Lessee shall procure and maintain, throughout the term of this Agreement, a policy or policies of insurance, at its sole cost and expense, insuring Lessee and the City against any and all liability from injury or death to a person or persons, and for damage or destruction of property

occasioned by or arising out of or in connection with the use of the baseball facilities by Lessee. The limits of such liability policy or policies must be in an amount not less than One Million Dollars (\$1,000,000.00) Property damage coverage which shall cover the building against vandalism occurring during use by the Lessee and all equipment and contents. Insurance policy must be submitted annually and must show the City of Franklin as the certificate holder for the duration of the Lease. All insurance policies must be submitted to the Franklin City Parks Department prior to the beginning of the season and will remain on file on an annual basis.

12. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

13. **Termination.** This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party at the address listed below; such notice shall take effect at the completion of the current season (spring or fall) post season tournament play.

14. **Background Checks.** Lessee shall be responsible for conducting all background checks for any personnel, umpires, or coaches they deem necessary for baseball programming.

15. **Notice.**

ADDRESS:

CITY:

**City of Franklin
P.O. Box 305
Franklin, Tennessee 37065-0305**

**Attn: Lisa R. Clayton, Parks
Director: LisaC@franklintn.gov**

ADDRESS:

LESSEE:

**Williamson County Youth Athletic Association
Attn: Franklin Baseball Club
PO BOX 1044
Franklin, Tennessee 37065-1044
President: Donny Nowell
President@fbcbaseball.org**

Either party may, by written notice to the other, change the address to which subsequent notice shall be directed.

16. **Assumption of Liability.** The City shall not be liable to Lessee or Lessee's employees, agents, guests or invitees or to any other person whomsoever, for injury to persons or damage to property on or about the Jim Warren Park caused by the negligence or misconduct of Lessee, its employee, subtenants, licensees and concessionaires or of any other person entering Jim Warren Park under expressed or implied invitation of Lessee arising out of the use of the Premises by Lessee in the conduct of its business herein or arising out of any breach or default by Lessee in the performance of its obligations hereunder and Lessee hereby agrees to indemnify the City of Franklin and hold the City of Franklin Harmless from any loss, expense or claims arising out of or caused by burglary, theft, or other illegal acts performed on the premises. Lessee shall submit within a 24-hour period all accident reports to the City of Franklin Parks Department.

17. **Governing Law.** The validity, construction, and effect of this Lease and any and all extensions and/or modifications thereof shall be exclusively governed by the laws of the State of Tennessee.

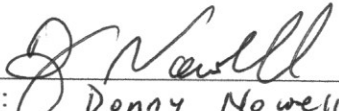
18. **Venue.** Any action between the parties arising from this agreement shall be maintained exclusively in the courts of Williamson County, Tennessee.

19. **Waiver.** No waiver of any provision of this Lease shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

20. **Severability.** Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.

21. **Accident Report Form.** Lessee agrees it shall submit an Accident Report Form as part of this Lease Agreement. Accident Report Form is to be made available to all affiliated with the Lessee's use of the baseball fields with instructions on its use and purpose, specifically, that any and all accidents are to be reported on this form and submitted to the City of Franklin Parks Department no later than 24 hours of accident.

FRANKLIN BASEBALL CLUB
WILLIAMSON COUNTY YOUTH ATHLETIC ASSOCIATION:

By: 
Its: Donny Nowell
FBC President

CITY OF FRANKLIN:

Dr. Ken Moore, Mayor

Attest:

Eric S. Stuckey, City Administrator

Approved as to Form:

Shauna R. Billingsley, City Attorney

Notary Public

My Commission Expires:



Spencer Creek

logo parks

Harpeth River

Franklin Rd

Access

0 0.05 0.1 Miles

The Park at Harlinsdale Farm

Standard Horse Trails - 2.62 mi

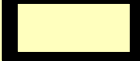
Advanced Horse Trail - .33 mi

Total - 2.95 mi

Off Limits To Trail Riders



Park Boundary



Hitching Post



Fresh Water



Restroom

RESOLUTION 2017-12

A RESOLUTION TO ADOPT THE EQUINE TRAIL POLICY AND GUIDELINES

WHEREAS, the City of Franklin Parks Department Equine Trail (“Equine Trail”) is an open space trail system in Harlinsdale Farm that can be and is used by individuals and their horses; and

WHEREAS, the Board of Mayor and Aldermen approved Committee recommendation of a Policy for Use of the Harlinsdale Equine Trail on March 14, 2017; and

WHEREAS, use of the Equine Trail would work most effectively and fairly by adopting a policy to set forth rules and expectations for citizens utilizing the Equine Trail; and

WHEREAS, City business is a priority, coordination of Equine Trail use is important to balance use for City business and non-City use; and

WHEREAS, the Board of Mayor and Aldermen find it is in the best interest of the City of Franklin to adopt the City of Franklin Parks Department Equine Trail Policy and Guidelines.

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

Section 1. The Board of Mayor and Aldermen (“BOMA”) hereby adopts the City of Franklin Parks Department Equine Trail Policy and Guidelines (“Policy”), attached hereto as Exhibit A, establishing and outlining the procedures and authorization for use of the Equine Trail. Changes to the Policy shall only be made by resolution of the BOMA.

Section 2. The Parks Director or his/her designee shall be responsible for the administration and enforcement of the Policy.

Section 3. This resolution shall be effective immediately upon its passage.

IT IS SO RESOLVED AND DONE on this ____ day of _____ 2017.

ATTEST

CITY OF FRANKLIN, TENNESSEE

By: _____
ERIC S. STUCKEY
City Administrator

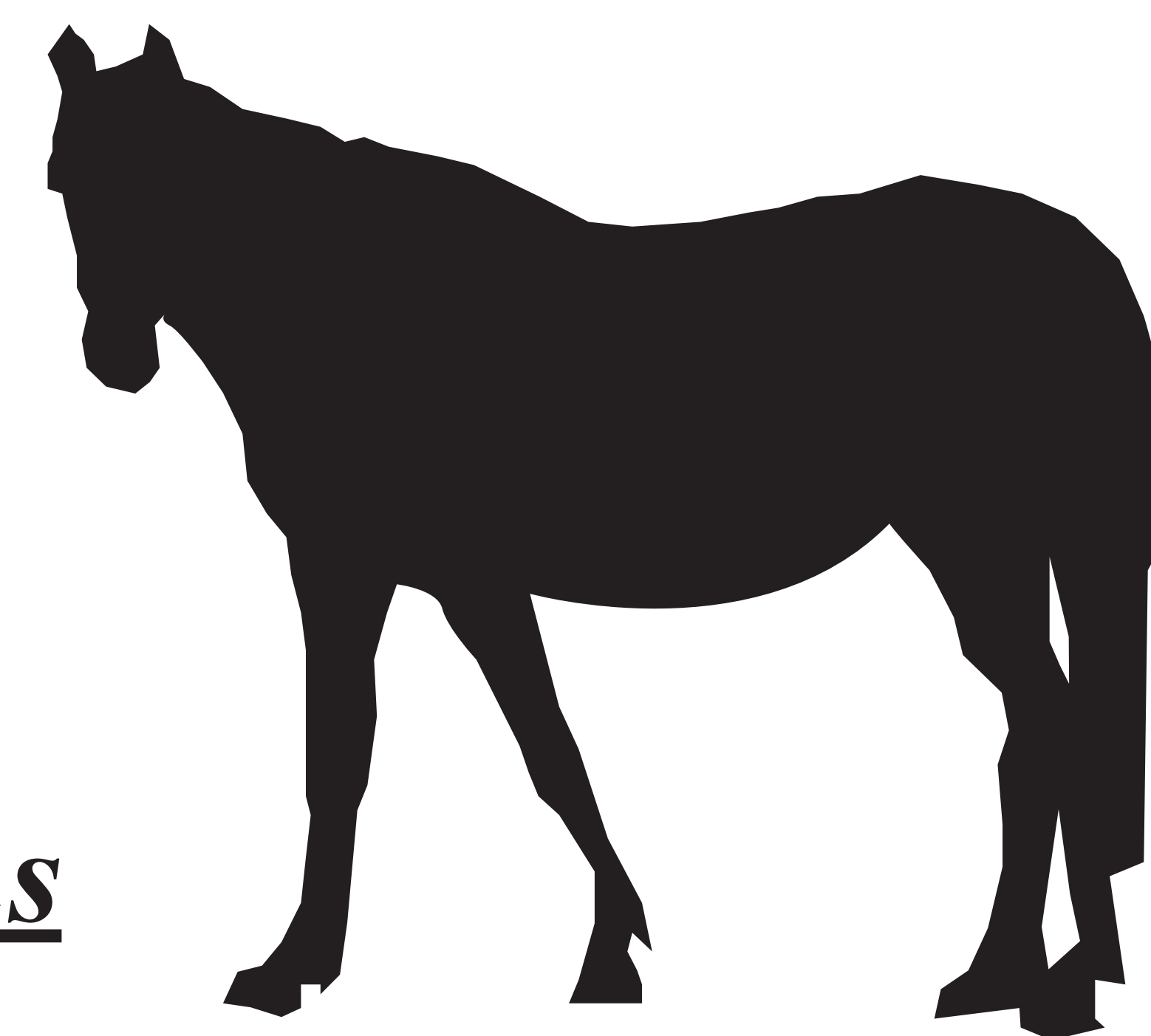
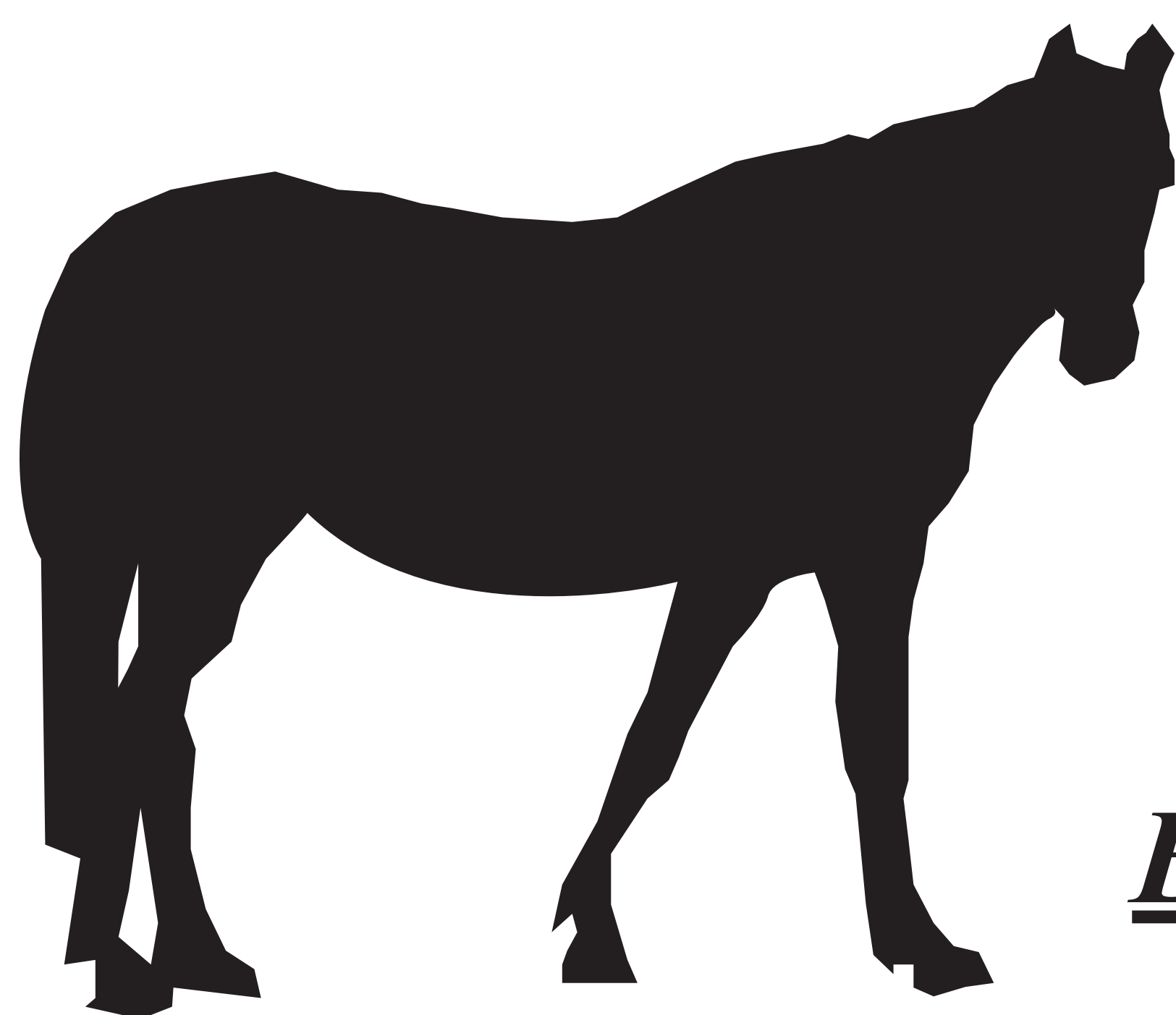
By: _____
DR. KEN MOORE
Mayor

APPROVED AS TO FORM

By: _____
Shauna R. Billingsley
City Attorney



HISTORIC
FRANKLIN
PARKS



The Park at Harlinsdale Farm

Equestrian Trails Rules and Regulations

All users of The Park at Harlinsdale Farm are advised that the use of this facility is at their own risk. This area is an unsupervised recreation area. Failure to comply with rules and regulations may result in the revocation of privileges.

Equestrian Trails Hours of Operation

Tuesday, Thursday, Sunday

30 minutes prior to Sunrise to 30 minutes after Sunset

- Riding days are Tuesday, Thursday, and Sunday from 30 minutes prior to official sunrise to 30 minutes after official sunset per the National Weather Service. Trails may be closed during inclement weather, emergency conditions, maintenance, or for special events.
- Riders are responsible for abiding by all local, state, and federal laws.
- Riders under the age of 18 are required to wear an ASTM/SEI certified helmet.
- Properly fitted safety gear that is appropriate for your recreational use, including helmets and pads, is recommended.
- Enter and exit the horse trail system from the equestrian trailhead only.
- Ride on designated horse trails only.
- Respect trail closures. Use only trails posted open.
- Stay on the trail; do not use shortcuts.
- Share the trail. Watch and listen for others.
- Travel at a safe and controlled speed. Be especially careful when visibility is limited.
- Riders shall slow their horses to a walk or slow trot when passing persons on foot or on bicycles.
- Make sure your horse has the temperament and training for riding on congested trails.
- Horses must be controlled at all times.
- Advise other users of your horse's temperament. A horse with a tendency to display harmful behavior (biting, kicking, etc.) should always wear a red ribbon on the tail. Assume not everyone will know what the ribbon means, so be prepared to explain or take the necessary precautions to avoid trouble.
- Know your horse's limitations.
- Always carry proof of negative test for Equine Infectious Anemia (Coggin's test).
- Commercial use of the trails shall require a permit and certificate of insurance.
- Organized trail rides of 15 horses or more may be required to obtain a special events permit.
- Littering and cleaning out horse trailers on Parks property is prohibited.
- Horses and other saddle or pack animals shall be attended at all times, and are not permitted to be turned out at any time.
- Running horses and other saddle or pack animals in public areas is strictly prohibited.
- No trailers are allowed to be unhooked on roadways.
- Riding or hitching horses, or other saddle or pack animals, in the picnic areas or within the immediate vicinity of other areas of public gathering is prohibited, except where trails and facilities are designated or provided for such use.
- No dogs allowed while riding.
- Collecting of plants, wildlife, or other natural features is prohibited.
- Hunting is prohibited.
- Alcoholic beverages and illegal drugs are prohibited.
- In accordance with state law, weapons are permitted by persons who possess a valid handgun carry permit, except as prohibited by T.C.A. 39-17-1311.

For more information, please contact the Parks Department at 615.794.2103, or visit www.franklintn.gov/parks.

RESOLUTION NO. 2017-11

**A RESOLUTION TO ADOPT THE CITY OF FRANKLIN PARKS DEPARTMENT PAVILION
RESERVATION APPLICATION PROCESS FORM AND AUTHORIZE THE CITY ADMINISTRATOR TO
APPROVE AND ADOPT DEPARTMENTAL FORMS AND APPLICATIONS WITH OR WITHOUT FEES
AND DEPOSITS**

WHEREAS, the Board of Mayor and Aldermen approve the City of Franklin Parks Department Pavilion Reservation Application Process Form;

WHEREAS, the Board of Mayor and Aldermen find that it is in the best interests of efficiency to authorize the City Administrator to approve and adopt departmental forms, which may or may not include fees and deposits;

WHEREAS, the Board of Mayor and Aldermen believe that authorizing the City Administrator to approve and adopt departmental forms, which may or may not include fees and deposits, for the City of Franklin will foster more uniformity among the City's various departments;

WHEREAS, removing approval of departmental forms from the Board of Mayor and Aldermen's agenda provides for more expedient conduct of City business; and

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee, desires to move towards the most effective administration of City business.

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

Section 1. The Board of Mayor and Aldermen hereby approve and adopt the City of Franklin Parks Department Pavilion Reservation Application Process Form, which is attached as Exhibit A.

Section 2. The City Administrator is hereby authorized to approve and adopt forms and applications, which may or may not include fees or deposits, for departments within the City of Franklin, Tennessee.

Section 3. The effective date of this resolution shall be _____, 2017.

Adopted this ____ day of _____, 2017.

ATTEST:

BY: _____
Eric S. Stuckey, City Administrator

BY: _____
Dr. Ken Moore, Mayor

APPROVED AS TO FORM:

BY: _____
Bethany A. Heuer, Staff Attorney



CITY OF FRANKLIN PARKS DEPARTMENT

PAVILION RESERVATION APPLICATION

Please review page 2 of this application to determine which pavilions are available to be reserved. If you would like to use a pavilion that is not on the list, please note that all pavilions not listed are first come first serve from dawn to dusk.

How to reserve a pavilion:

1. Choose a City of Franklin Park location, pavilion, and date.
2. Complete the City of Franklin Parks Pavilion Reservation Application (2 pages).
3. Complete and submit application by fax, mail or drop off to the City of Franklin Parks office at least 30 business days prior to requested date. Payment must be completed at time of application submittal.

Drop Off Address:	Mailing Address:	Other:
City of Franklin Parks 1368 Eastern Flank Circle Franklin, TN 37064 Mon.-Fri. 8AM - 4:30PM	City of Franklin Parks P.O. Box 305 Franklin, TN 37064	City of Franklin Parks 615-794-2103 Fax: 615-791-3250 www.franklintn.gov/parks

4. Parks staff will review requests and follow-up with you regarding the status of your application. Please note that all applications are subject to review and may require submission of additional information. Submittal of an application does not automatically grant you a reservation.
5. Applicants are required to inform the City of Franklin Parks of any and all amendments or changes to the original application prior to the date of your reservation.
6. Once the City of Franklin Parks requirements have been fulfilled, including all documents and full payment, a pavilion reservation will be issued. Please be aware, the City of Franklin Parks are public spaces and are open to use by the community during park hours. A reservation guarantees use of a pavilion, not all surrounding areas of a pavilion.

Rules and Regulations

- Respect wildlife and natural park features.
- No alcoholic beverages, fireworks, metal detectors, littering or illegal drugs.
- No petting zoos, pony rides, etc.
- Parking is required in designated areas only.
- Music is restricted to inside the pavilion.
- The use of outside vendors or grills will **not** be permitted (commercial grills will be approved on a case by case basis and will require insurance). Charcoal grills are provided at various pavilions. Please see our website for details.
- The use of piñata and confetti is not permitted inside or outside the pavilion. The use of nails to decorate is not permitted.
- Please remove all decorations and place trash in trash receptacles before leaving pavilion.
- Pavilion rentals are non-refundable.
- Bounce houses/inflatables are not allowed for pavilion rentals.

I do agree to abide by all laws of the State of Tennessee, ordinances of the City of Franklin and all conditions placed on this reservation request. I do swear and affirm that all information provided on this application is true and complete. I assume full responsibility of any damages to City of Franklin Parks equipment and/or property that occur as a result of the requested use. I understand I am responsible for the conduct of all parties in attendance. I understand that the areas my party uses will be left in the clean condition in which we found it, free of trash and debris.

Applicant Signature and Title

Date

Suzanne Carter, Recreation Foreman

Date

PAVILION RESERVATION APPLICATION (page 2)

Please read and sign the Pavilion Reservation Application Rules and Regulations (page 1) before continuing this application.

APPLICANT INFORMATION	
Applicant's Full Name:	
Organization:	
Address:	
Phone Number:	
Email Address:	
Date Requested:	
Time of Use:	Start Time: End Time:
Purpose of Reservation:	
Anticipated Attendance:	

PAVILION REQUESTED - please select a pavilion by checking appropriate box below

All pavilions are available from 8:00 AM to 9:00 PM. Reservations cover the full day.

☐ Jim Warren Park – Enclosed Pavilion	\$125 Daily Rental Seated Capacity 90 Corporate Rate: \$200 (insurance required)
☐ Jim Warren Park—Pond Pavilion	\$100 Daily Rental Seated Capacity 35 Corporate Rate: \$200 (insurance required)
☐ Pinkerton Park—Tinkerbell Pavilion	\$100 Daily Rental Seated Capacity 65 Corporate Rate: \$200 (insurance required)
☐ Pinkerton Park—Middle Pavilion	\$100 Daily Rental Seated Capacity 65 Corporate Rate: \$200 (insurance required)
☐ Aspen Grove Park—Pavilion	\$100 Daily Rental Seated Capacity 40 Corporate Rate: \$200 (insurance required)
☐ Fieldstone Park— Pavilion	\$100 Daily Rental Seated Capacity 65 Corporate Rate: \$200 (insurance required)

OFFICE USE ONLY—Please Initial

_____ FINAL APPROVAL
 _____ Entered in calendar

_____ Date Received
 _____ Insurance Received

_____ Fees Received

Attest:

Eric S. Stuckey, City Administrator

Date: _____

Approved as to Form:

Bethany Heuer, Staff Attorney

Date: _____

Current Franklin Park Pavilion Rates

Pavilions	Full Day Rates	Application Fee	Refundable Deposit	Insurance Required	Seated Capacity
Jim Warren Enclosed Pavilion	\$60 Resident \$100 Non-Resident	X	\$150	No	90
Aspen Grove	\$75 Resident \$125 Non-Resident	X	\$150	No	50
Jim Warren Pond Pavilion	Free	\$100	\$250	Yes	35
Pinkerton Tinkerbell	Free	\$100	\$250	Yes	65
Pinkerton Middle	Free	\$100	\$250	Yes	65
Fieldstone	Free	\$100	\$250	Yes	65



CITY OF FRANKLIN PARKS DEPARTMENT

PAVILION RESERVATION APPLICATION PROCESS

Please review the pavilion reservation application (page 2) to determine which pavilions are available to reserve. If you would like to use a pavilion that is not on the list, please note that all others are first come first serve from dawn to dusk.

How to reserve a pavilion:

1. Choose a City of Franklin Park location, pavilion, and date
2. Complete the City of Franklin Parks Pavilion Reservation Application (**page 2**)
3. Complete and submit application by fax, mail or drop off to the City of Franklin Parks office at least 30 business days prior to requested date. Payment must be completed at time of application submittal.

Drop Off Address:	Mailing Address:	Other:
City of Franklin Parks 1368 Eastern Flank Circle Franklin, TN 37064 Mon.-Fri. 8AM - 4:30PM	City of Franklin Parks P.O. Box 305 Franklin, TN 37064	City of Franklin Parks 615-794-2103 Fax: 615-791-3250 www.franklintn.gov/parks

4. Parks staff will review requests and follow-up with you regarding the status of your application. Please note that all applications are subject to review and may require submission of additional information. Submittal of an application does not grant you a permit.
5. Applicants are required to inform the City of Franklin Parks of any and all amendments to the original application prior to the date of your reservation.
6. Once the City of Franklin Parks requirements have been fulfilled, including all documents and full payment, a pavilion reservation permit will be issued. Please be aware, the City of Franklin Parks are public spaces and are open to use by the community during park hours. A permit guarantees use of pavilion, not all surrounding areas of a pavilion.

Rules and Regulations

- Respect wildlife and natural park features.
- No alcoholic beverages, fireworks, metal detectors, littering or illegal drugs.
- No petting zoos, pony rides, etc.
- Parking is required in designated areas only.
- Music is restricted to inside the pavilion.
- The use of outside vendors or grills will **not** be permitted (commercial grills will be approved on a case by case basis and will require insurance). Charcoal grills are provided at various pavilions. Please see our website for details.
- **At Jim Warren Park Enclosed Pavilion ONLY - the use of a piñata and confetti is permitted, but there will be a \$100.00 refundable damage deposit required.**
- The use of nails to decorate is not permitted.
- Please remove all decorations and place trash in trash receptacles before leaving pavilion.
- Pavilion rentals are non-refundable.
- Bounce houses/inflatables are not allowed for pavilion rentals.

I do agree to abide by all ordinances of the City of Franklin and all conditions placed on this reservation request. I do swear and affirm that all information provided on this application is true and complete. I assume full responsibility of any damages to City of Franklin Parks equipment and/or property that occur as a result of the requested use. I understand I am responsible for the conduct of all parties in attendance. I understand that the areas my party uses will be left in the clean condition in which we found it, free of trash and debris.

Applicant Signature and Title

Date

PAVILION RESERVATION APPLICATION

Please read the Pavilion Reservation Application Process, Rules and Regulations (page 1) before completing this application.

APPLICANT INFORMATION	
Contact:	
Organization:	
Address:	
Phone Number:	
Email Address:	
Date Requested:	
Time of Use:	Start Time: End Time:
Purpose of Reservation:	
Anticipated Attendance:	

PAVILION REQUESTED - please select a pavilion by checking appropriate box below All pavilions are available from 8:00 AM to 9:00 PM. Reservations cover the full day.	
☐ Jim Warren Park – Enclosed Pavilion	\$125 Daily Rental Seated Capacity 90 Corporate Rate: \$200 (insurance required)
☐ Jim Warren Park—Pond Pavilion	\$100 Daily Rental Seated Capacity 35 Corporate Rate: \$200 (insurance required)
☐ Pinkerton Park—Tinkerbell Pavilion	\$100 Daily Rental Seated Capacity 65 Corporate Rate: \$200 (insurance required)
☐ Pinkerton Park—Middle Pavilion	\$100 Daily Rental Seated Capacity 65 Corporate Rate: \$200 (insurance required)
☐ Aspen Grove Park—Pavilion	\$100 Daily Rental Seated Capacity 40 Corporate Rate: \$200 (insurance required)
☐ Fieldstone Park— Pavilion	\$100 Daily Rental Seated Capacity 65 Corporate Rate: \$200 (insurance required)

OFFICE USE ONLY—Please Initial

_____ FINAL APPROVAL _____ Entered in calendar	_____ Date Received _____ Insurance Received	_____ Fees Received
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East McEwen Drive Area

Neighborhood Meeting

February 9, 2017 at 6:30 PM

Recent Area Projects

(Within Last 5 Years)

- **East McEwen Drive Phase 3 (2012)**
 - Carothers Parkway to Cool Springs Boulevard
 - *Actual Construction Cost of \$7,385,785*
- **East McEwen Drive Temporary Connector (2014)**
 - *Actual Construction Cost of \$1,804,772*
- **East McEwen Dr. and Wilson Pk. Intersection Improvements (2014)**
 - Widening of Bridge from 26' to 84'
 - Turn Lanes on East McEwen Drive and Wilson Pike
 - *Actual Construction Cost of \$1,991,573*
- **Total Area Investment (Construction Cost Only)**
 - **\$11,182,130**

Upcoming Area Projects

- **East McEwen Drive Safety Enhancements**
 - Striping and Signage Changes at Roundabout
 - Guardrail, Signage, Rumble Strips & Pavement Markings on East McEwen Dr.
 - *Estimated Construction Cost of \$150,000*
- **Roundabout Improvements**
 - Right-Turn Bypass Lane(s)
 - Entry/Exit Geometry Changes
 - *Estimated Construction Cost of \$500,000*
- **East McEwen Drive Phase 4**
 - East of Roundabout to West of Wilson Pike
 - *Estimated Construction Cost of \$22,000,000*
- **Total Area Investment (Estimated Construction Cost Only)**
 - **\$22,650,000**

East McEwen Drive Safety Enhancements

- Installation of 1,250 feet New Guardrail Along East McEwen Dr.
 - Complete!
- Striping and Signage Changes at Roundabout
 - All signage changes to be completed by City Staff
 - Changes include removal of optional signage
- Enhancements Along East McEwen Drive
 - All signage to be upgraded and replaced by City Staff
 - Installation of Radar Speed Signs and Flashing Beacons
 - Updated Striping
 - Snowplowable, Retroreflective Raised Pavement Markers
 - Centerline Rumble Strip
- **Work to Be Completed in Spring 2017**

Roundabout Improvements

- Design Contract on February 14TH BOMA Agenda
- Designer will focus attention on:
 - Queuing During Peak Traffic
 - Conflicting Movements at Roundabout
 - Entry/Exit Geometry
 - Right-Turn Bypass Lane(s)
- **Design to Be Completed in 2017**
- Funding is In-Place for the Completion of This Project
- **Construction to Be Completed in 2018**

East McEwen Drive Phase 4

- Reconstruction of East McEwen Drive
 - From End of Existing 4-Lanes to Bridge at Wilson Pike
 - 4 Travel Lanes with Median and Turn Lanes as Needed
 - Street Lighting
 - 2-foot Multi-Use Trail
 - Retaining Walls to Limit Grading
- **Design Plans to Be Completed Spring 2017**
- Project is Eligible for \$10,000,000 in Federal Funds

East McEwen Drive Phase 4

(Continued)

Schedule With Federal Funds

Phase	Timeframe
Environmental	12 to 18 months
Design	6 to 12 months
Right-of-Way	12 to 18 months
Construction	24 to 30 months
TOTAL	54 to 78 months

Schedule Without Federal Funds

Phase	Timeframe
Environmental	Complete
Design	3 months
Right-of-Way	12 months
Construction	24 to 30 months
TOTAL	39 to 45 months

- Acceptance of Federal Funds will Delay Project Delivery by Approximately **15 to 33 months**

Contact Information

- Thank You for Your Time and Participation!
- Please Don't Hesitate to Contact Us With Question or Concerns.
 - Engineering Department – 615.791.3218

Paul Holzen, P.E.	Jonathan Marston, P.E.	David Hodnett, P.E.
Director of Engineering	Assistant Director of Engineering	Staff Engineer 2
Paul.Holzen@franklintn.gov	Jonathan.Marston@franklintn.gov	David.Hodnett@franklintn.gov

- Questions?

Agreement Number: 170010

Project Identification Number: 125418.00

Federal Project Number: STP-M-9305(31)

State Project Number: 94LPLM-F3-096

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and CITY OF FRANKLIN (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

Improvement of McEwen Drive from East of Cool Springs Boulevard/Oxford Glen Drive to SR-252 (Wilson Pike)

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	AGENCY	AGENCY
Preliminary Engineering by:	AGENCY	AGENCY
Right-of-Way by:	AGENCY	AGENCY
Utility Coordination by:	AGENCY	AGENCY
Construction by:	AGENCY	PROJECT

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

B.2 Completion Date:

- a) The Agency agrees to complete the herein assigned phases of the Project on or before **January 31, 2022**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for

the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if

the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
 - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
 - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department

to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**

The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon

demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be

made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting

entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to

insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
 - 1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the

Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
- 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ By: _____
Ken Moore **Date** **John C. Schroer** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
Shauna Billingsley **Date** **John Reinbold** **Date**
Attorney **General Counsel**

EXHIBIT "A"

AGREEMENT #: **170010**

PROJECT IDENTIFICATION #: **125418.00**

FEDERAL PROJECT #: **STP-M-9305(31)**

STATE PROJECT #: **94LPLM-F3-096**

PROJECT DESCRIPTION: Improvement of East McEwen Drive from east of the roundabout at Cool Springs Boulevard/Oxford Glen Drive to SR-252 (Wilson Pike). The project shall be constructed as a four lane, median divided facility with turn lanes as required. Project shall include: access management, curb and gutter, street lights, ITS infrastructure and accommodations for pedestrians and bicycles.

CHANGE IN COST: Cost hereunder is controlled by the Surface Transportation Program funding available to or allocable to the Agency.

TYPE OF WORK: Widening

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	LOCAL	0	0	100	\$500,000.00
PE-DESIGN	LOCAL	0	0	100	\$250,000.00
RIGHT-OF-WAY	LOCAL	0	0	100	\$3,500,000.00
CONSTRUCTION	LOCAL	0	0	100	\$10,328,800.00
CONSTRUCTION	M-STBG	80	0	20	\$9,988,840.00
CONSTRUCTION-CEI	M-STBG	80	0	20	\$2,282,880.00
TDOT ES	M-STBG	80	0	20	\$228,280.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: **STP: 23 U.S.C.A, Section 133**, Surface Transportation Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.