



Meeting Agenda

Franklin Transit Authority

Tuesday, June 18, 2024

4:00 PM

Board Room

CALL TO ORDER

CITIZEN COMMENTS

OLD BUSINESS

NEW BUSINESS

1. Election Of Vice Chair Of The Franklin Transit Authority, Effective 2024
2. Consideration Of Amended Bylaws For Franklin Transit Authority
3. Consideration Of COF Contract No. 2023-0233, With Tennessee Management Association Group For Franklin Transit Authority Management And Services For A Term Of Five (5) Years
4. Consideration Of Approval Of Recommended FY 2025 Franklin Transit Authority Budget
5. Discussion Of Cool Springs Connector Project

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.

Franklin Transit Authority**BOARD ACTION ITEM**Item Number: BAI 6-18-24-1Meeting Date: 6-18-24Item Title: Consideration of Special Election for Franklin Transit Authority Vice-Chairperson**BACKGROUND**

In accordance with the Franklin Transit Authority By-Laws, Article III, Section 2:

A Vice-Chairperson shall be elected by and from the members of the Authority in the same manner as the Chairperson, taking office July 1 of the same year.

STAFF RECOMMENDATION

Staff recommends the Franklin Transit Authority vote to fill the Vice-Chairperson position.

Approved _____
Board Officer

Date

FRANKLIN TRANSIT AUTHORITY

BOARD ACTION ITEM

Item Number: 6-18-24-2

Meeting Date: June 18, 2024

Item Title: Consideration of Amended Bylaws for Franklin Transit Authority

BACKGROUND

The City of Franklin City Attorney is amending the Bylaws regarding the day, time, and place of the regularly scheduled meetings; as well as cleaning up any minor language consistent with state law or City policy. Additionally, a definition of Secretary of the Authority and Executive Director are being added.

RECOMMENDATION

Approve the above amendments to the Franklin Transit Authority Bylaws.

Approved

Board Officer

Date

FRANKLIN TRANSIT AUTHORITY BYLAWS

Amended June 18, 2024

ARTICLE I.

Organization, Powers and Responsibilities

The conduct, operation, supervision, control, regulation, and jurisdiction of public mass transit in the area of Franklin, Williamson County, Tennessee, is vested in the Franklin Transit Authority by resolution of the Board of Mayor and Aldermen on May 5, 2003. Said Resolution defines the powers and the responsibility of the Authority and pursuant to Section 3 the Authority is required to create these bylaws. Any provision herein which may be deemed contrary to the charter, Resolution or T.C.A. § 7-56-101 is void. The exclusive management, control, and regulation of the operation of the public transportation system of the City of Franklin, Tennessee, is vested in the Franklin Transit Authority, which has the authority to delegate to management such power and authority as it may deem necessary and proper.

ARTICLE II.

Meetings

Section 1. Definitions.

1. **The Authority** – means the Franklin Transit Authority of the City of Franklin, Tennessee.
For purposes of organization, the designation “Franklin Transit Authority” shall, unless use or context otherwise require, be construed to mean and shall refer to the legally constituted authority of seven members including the Chairperson.
2. **BOMA** – means the Board of Mayor and Aldermen of the City of Franklin, Tennessee.

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3. **Executive Director** – shall be the chief administrative and chief executive officer of the Authority appointed by the Authority either through competitive bid or separate vote in the absence of a vendor selected through a competitive bid.
4. **Meeting** – means the convening of the Authority or a public body for which a quorum is required to make a decision or to deliberate toward a decision on any matter. Meeting may include any on-site inspection of any project or program only when the Authority will deliberate upon a decision, in which case the Open Meetings Act requirements shall apply.
5. **Member** – one who is appointed by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, to the governing body, including the Chairperson.
6. **Open Meeting** – all meetings of the Authority are declared to be public meetings open to the public at all times except as provided by Tennessee law.
7. **Secretary of the Authority** – means the Assistant City Administrator, Community Development, or his/her designee.
8. **Chance Meeting** – nothing in this section shall prohibit the chance meeting of two or more members of the Authority. Such chance meetings shall not be used to decide or deliberate public business.

Section 2. Business Transactions.

1. At the regular meeting, the Authority may transact any business within its authority that it deems to be the proper concern of the Authority.
2. At special meetings, only such business may be transacted as is included in the call.
3. All regular or special meetings shall be open to the public to the extent required by the “Open Meetings” Law of the State of Tennessee (T.C.A. § 8-44-102 *et seq.*), as it now exists or may in the future be amended.

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4. At all meetings four (4) members of the Authority shall constitute a quorum for the transaction of business and all questions before the Authority at the meeting shall be determined by a majority vote of these present, except as may be required by *Robert's Rules of Order Newly Revised* or as may otherwise be required by law.
5. No Member shall have an interest, whether direct or indirect, in any business that may come before the Authority.

Section 3. Officer's Duties.

1. The Chairperson shall preside at all meetings of the Authority. If the Chairperson is not present and a quorum is present, the Vice-Chairperson shall preside. If the Vice-Chairperson is not present, the members shall elect an acting Chairperson to preside at any such meeting.
2. The Secretary of the Authority shall, by virtue of the office, be secretary at all meetings. In the absence of the Secretary, an acting Secretary may be appointed by the presiding officer, and the person so appointed shall perform all the usual and customary duties of the Secretary. The appointment of the acting Secretary shall be noted in the minutes.
3. The minutes of all meetings of the Authority shall be accurately kept by the Secretary and shall be verified and signed by the Chairperson of the meeting upon the Authority's approval. The minutes of all Authority meetings shall be kept in permanent volumes at the principal offices of the Authority, well bound, and shall constitute a permanent record of the official action of the Authority.

Section 4. Meetings and Notices.

1. **Regular Meetings**

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Regular meetings of the Authority may be held monthly on the first Tuesday every even month at 4:00 p.m. but shall meet at least quarterly, in the Board Room of the City Hall of Franklin, Tennessee, or such other public location as the Authority may determine from time to time. The Authority shall notice the meetings as required by state law. The notice shall be published within a reasonable time before the meeting. If another location is subsequently selected by necessity, notice shall be given by posting the new location on the Board Room door.

2. Special Meetings

- a) The Authority may hold Special Meetings as may be necessary and may conduct such business as may be designated by notice and agenda of such meeting to the members of the Authority.
- b) A Special Meeting may be called at any time by the Chairperson by notice to the members. The notice shall contain a statement of the purpose of the meeting, an agenda of business to be transacted, and the location, date and time of the meeting. No other business shall be considered at the Special Meeting.
- c) Notice of the Special Meeting shall be given to the Members electronically, and/or by United States Postal Service first class mail, and/or hand-delivered by Authority staff not less than three (3) days prior to the meeting, unless exceptional circumstances of an emergency nature exist.
- d) A Meeting may also be called by written petition by any four (4) Authority members to the Chairperson with a copy to the Executive Director, whereupon the Chairperson shall not fail or refuse to call the Special Meeting. Should the Chairperson be unavailable, the Vice-Chairperson shall call the Special Meeting. Notice of such meeting and the business that

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may be transacted shall conform in all respects to Special Meetings called by the Chairperson. The Secretary shall provide all notices required herein immediately upon receipt of the petition.

- e) Notice of Special Meetings describing the time, date, and location of regular meetings of the Authority shall be provided pursuant to state law and City policy.

3. Additional Notice.

A copy of all Meeting notices shall be posted at the offices of the Authority and information concerning each meeting shall be freely available to the public for inspection and copying.

ARTICLE III.

Officers, Members, Committees and Administrators.

Section 1. Officers.

1. A Chairperson of the Authority shall be elected by and from a majority of the members of the Authority, taking office July 1 of the same year. The Chairperson shall make such reports as to the discharge of his/her duties and the conduct of the business as may be prescribed by the Authority from time-to-time. The Chairperson shall sign all agreements for contracts, transfers and conveyances as required by law or as may be authorized by the Authority, except to the extent that such responsibility is or may be delegated to the Secretary by law or by appropriate action by the Authority. He/she shall be authorized to sign checks and vouchers drawn on the funds of the Authority.
2. A Vice-Chairperson shall be elected by and from the members of the Authority in the same manner as the Chairperson, taking office July 1 of the same year. The Vice-Chairperson shall exercise all powers and responsibilities of the Chairperson when the latter is not

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available to act and discharge the duties of the office, including presiding as an ex-officio member of any committee or other administrative group appointed by the Authority.

3. A Secretary shall be appointed by the Chairperson and shall serve at the pleasure of the Authority, taking office July 1 of the same year. The duties and term of the Secretary of the Authority shall be fixed by the Authority and may be changed from time-to-time. The Secretary shall be responsible for ensuring that accurate records are kept of all Authority actions and shall be responsible for attesting to Authority contracts and other documents. It shall be the Secretary's duty to issue proper public notice of all meetings and that all resolutions or orders of the Authority are properly executed.

Section 3. Members.

1. Appointment and Term

The Members of the Authority shall be appointed by the Mayor and confirmed by the BOMA for staggered four (4)-year terms, beginning July 1 of that term. No Member shall serve more than 3 consecutive terms. At least one (1) Member shall be an Alderman. All members shall be citizens of the City of Franklin, Tennessee, at all times during their tenure.

2. Absences, Resignation and Vacancies

Any Member absent more than three (3) consecutive meetings without prior approval of the Authority shall be considered to have vacated the position. Any Member desiring to resign from the Authority shall give written notice to the Chairperson and Executive Director. The Executive Director shall give notice of resignations and vacancies shall be given to the Authority. At its next regular meeting, BOMA shall then appoint a new member to fill the remainder of the term.

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3. Removal from office

A Member can only be removed a two-thirds vote of the entire governing body.

Section 4. Committees.

1. The Chairperson of the Authority, in addition to those duties prescribed by law, shall preside at all meetings of the Authority and shall be an ex-officio member of any committee or other administrative group that may be appointed by the Authority from time-to-time.
2. The Authority may appoint ad hoc committees on an as-needed basis. Such committees shall have the power to investigate, deliberate, and report or recommend to the Authority such action it deems in the best interests of the Authority and the City of Franklin, Tennessee. Upon issuing a final report or recommendation, an ad hoc committee shall automatically be dissolved without further action by the Authority. The membership and Chairperson of an Ad Hoc Committee shall be appointed by the Chairperson of the Authority and approved by the members of the Authority. The Chairperson of the Authority shall be an ex-officio member of all Ad Hoc committees.

Section 5. Administrators.

1. The Authority may appoint a vendor on a contractual basis to serve the Authority. Additionally, an employee of the vendor shall act as Executive Director who shall be appointed by the Authority and shall be accountable to the Authority. To avoid a conflict of interest during contract negotiations for the position of Executive Director, an Assistant City Administrator shall act as the Executive Director only with respect to those negotiations, through and including contract execution and any subsequent amendment. In the absence of a vendor, an Assistant City Administrator shall act as the Executive Director until one can be appointed by the Authority.

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2. The Executive Director shall be the chief administrative and chief executive officer of the Authority, subject to the supervision and control of the Authority as these bylaws prescribe. The Executive Director shall have charge of the immediate management and operation of the public mass transit system and properties and operations of the Authority and shall be directly charged with the enforcement and execution of all rules, regulations, programs, plans and decisions of the Authority.
3. Subject to the supervision of the Authority and the City of Franklin, Tennessee, and, on the limits of the provisions of law and the resolutions and orders of the Authority, the Executive Director shall be charged with and shall have control over the conduct and operation of public transportation.
4. Financial matters of the Authority shall be managed by the City of Franklin, Tennessee. When necessary, the Executive Director shall be authorized to sign checks or vouchers drawn on the funds of the Authority and shall be responsible for the filing of all reports required to be prepared, furnished, or filed for or on behalf of the Authority. The Executive Director shall receive and be custodian of all funds payable to the Authority by reason of the operation and conduct of its business and shall be charged with the responsibility therefore, the safekeeping thereof, and the deposit in conformity with the provisions of the law and the orders and resolutions of the Authority.
5. The Executive Director shall be responsible for the inauguration and maintenance of the proper and efficient accounting system acceptable to the City of Franklin's Finance Director, and shall keep, or provide and have kept under his/her authority and direction, a full and complete set of books and records of business of the Authority. The Executive Director shall be responsible for keeping the Authority apprised of local, state and federal

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governing authorities' actions relating to transportation issues affecting the Authority. He/she shall be familiar with all relevant emergency preparedness plans and implement necessary training programs.

ARTICLE IV.

GENERAL PROVISIONS

Section 1. Duties, Powers and Compensation.

1. All officers, members, committees and administrators shall perform the duties as prescribed by these bylaws, consistent with the Authority's powers and as prescribed by the parliamentary authority as adopted by the Authority. All officers, members and committees shall serve without compensation, except for reimbursement for actual expenses related to the performance of Authority duties outside of Regular or Special Meetings.

Section 2. Budgets, Contracts and Finance.

1. The proposed budgets to cover the next succeeding fiscal year shall be submitted to the Authority at a meeting prior to April 1. The Executive Director shall propose to the Authority and the Authority shall recommend to BOMA a budget for the next succeeding fiscal year. A budget, once adopted by BOMA, may be amended by the Authority as may be necessary from time-to-time, except that no transfers between functional areas (i.e., personnel, operations and capital) shall be permitted without BOMA approval. Any reallocations greater than \$10,000.00 must be separately approved by BOMA.
2. All contracts, agreements, transfers and conveyances shall be made and all property shall be acquired, held, owned, and transferred in the name of the City of Franklin, Tennessee, by and through its agent, the Franklin Transit Authority, and all such contracts, agreements,

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transfers, and conveyances shall be signed by the Chairperson of the Authority and attested by the Secretary and approved as to form by the City Attorney or his/her designee.

3. All bills, notes, bonds, mortgages, and other charges placed upon the Authority in order to be valid shall be signed by the Chairperson of the Authority and the Mayor upon approval by BOMA and attested by the Secretary.
4. Checks, bills, notes, and other evidences of indebtedness due the Authority may be payable to the “Franklin Transit Authority” and all such bills, notes, and evidences of indebtedness payable to the Authority shall be endorsed and deposited in the authorized depository of the Authority within three (3) business days.
5. The Authority’s management team and all others, who by virtue of their office, are responsible for the funds and property of the Authority or the City of Franklin, Tennessee, shall be required to execute good and sufficient bonds and in such an amount as may be prescribed by resolution of the Authority.
6. All funds of the Authority shall be deposited, kept and maintained in such depository or depositories as the Authority may from time to time designate by motion, rule or regulation; all such funds being deposited in the name of the City of Franklin, Tennessee, by and through its agent, the Franklin Transit Authority. The City of Franklin, Tennessee, shall have sole authority to issue revenue bonds for the purchase of properties of the Authority.

Section 3. Purchases.

All purchases made by and for the Authority shall be in accordance with the laws of and/or contracts with the United States of America, the State of Tennessee, the Charter of the City of Franklin, Tennessee, such ordinances as may have been adopted, rules and regulations of the Division of Purchases of the Department of Finance of the City of Franklin,

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Tennessee and such other rules and regulations as shall be from time to time adopted by the Authority.

Section 4. Annual Audit.

The Authority shall provide annually an audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits issued by the Comptroller General of the United States; and the U.S. Office of Management and Budget (OMB) Circular A-133 and requirements prescribed by the Comptroller of the Treasury, State of Tennessee. Compliance in accordance with the laws, regulations, contracts and grants applicable to major federal programs is the responsibility of the Authority. Disclosure regarding grants from State and Federal agencies shall be presented in a manner that is complete in detail, arranged in form to comply with the requirement of the City's auditing firm, and sufficient for the preparation of the City's Comprehensive Annual Financial Report.

ARTICLE V.

ORDER OF BUSINESS AND PARLIAMENTARY AUTHORITY

Section 1. Order of Business.

1. The order of business of all meetings other than Special Meetings of the Authority may be as follows:

A Chairperson and Secretary being present or elected or appointed as hereinabove provided:

- Call to order, including determination that quorum is present
- Public comments or public hearings where appropriate

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- Consent Calendar, may include Approval of the minutes of the preceding meeting, financial statements, etc.
 - Election or appointment of officers, when appropriate
 - Old Business, including action items on deferral
 - New Business, including Appointment of Committees or other actions for transaction of business to come before the Authority at future meetings
 - Other Business
 - Committee Reports and Information Items
 - Reports from Chairperson and Executive Director
 - Adjournment
2. The Authority agenda and items for action and information of all Regular Meetings shall be prepared by the Secretary and a copy of such agenda shall be delivered to the City Recorder and to each Authority member by electronic mail, first class mail, or hand delivered to be received by said member at least four (4) days prior to such meeting.

Section 2. Parliamentary Authority.

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Authority in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Authority may adopt.

ARTICLE VI.

Amendment

These Bylaws may be altered or amended by affirmative vote of a majority of the members of the entire Authority at any properly constituted meeting, whether Regular or Special, provide

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that notice is given in the previous meeting and, in the case of Special Meetings, such action is specified in the notice given thereto.

ARTICLE VII.

Adoption and Effective Date

These bylaws of the Authority have been adopted or amended on the following dates and are effective immediately.

Adopted _____ day of June, 2024.

CERTIFICATE

The undersigned certify that the foregoing Bylaws were adopted by the Franklin Transit Authority at a Regular Meeting or a Special Meeting called for such purposes as set forth on the agenda in which the item for vote on the bylaws was set forth on this _____ day of June, 2024

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ATTEST:

FRANKLIN TRANSIT AUTHORITY

BY: _____
Secretary

BY: _____
JOHN SCHROER, Chairperson

Approved as to form by:

SHAUNA R. BILLINGSLEY, City Attorney

FRANKLIN TRANSIT AUTHORITY

BOARD ACTION ITEM

Item Number: 6-18-24-3

Meeting Date: June 18, 2024

Item Title: Consideration of COF Contract No. 2023-0233, with Transportation Management Association Group for Franklin Transit Authority Management and Services for a Term of Five (5) Years

The City of Franklin solicited proposals for the Authority's operation of transit services late last year. The TMA Group submitted a proposal with exceptions to several items in the proposed contract to ensure the ability to finance the operation and meet Federal Transit Administration requirements. The TMA Group was the only entity to submit a proposal and the Authority awarded the contract.

RECOMMENDATION

Approve Agreement for Purchase of Transit Services with TMA Group incorporating the exhibits including exceptions submitted with its proposal and inclusion of language required by Federal Transit Administration regulations.

Approved

Board Officer

Date

AGREEMENT FOR THE PURCHASE OF TRANSIT SERVICES

Contract No. 2023-0233

THIS AGREEMENT is made and entered into this _____ day of _____, 2024 (**"AGREEMENT"**), by and between the **FRANKLIN TRANSIT AUTHORITY**, (**"AUTHORITY"**) and the Transportation Management Association Group, Inc. a Tennessee non-profit corporation (**"CONTRACTOR"**).

WHEREAS, the **AUTHORITY**, as a municipal transit authority, created by Resolution of the City of Franklin (**"CITY"**) Board of Mayor and Aldermen (**"BOMA"**) on May 5, 2003, is granted full power and authority to acquire, purchase, construct, extend, improve, maintain, own and operate a system of suitable vehicles primarily for the transportation for hire of passengers and incidental activities, including, without limitations, automobiles, busses, trolleys, and vans ,and other vehicles, carbons, terminals, garages, repair shops, and, other necessary buildings and lands, fixtures, bus stops, rights-of-way, and easements and all other powers enumerated in T.C.A. § 7-56-101 et seq. and all powers and things necessary, usual, or proper for such a system for the transportation for hire of passengers upon any and all streets in the **CITY** and upon any or all highways within Williamson County upon agreement with the County in compliance with laws, and such private charter service as the **AUTHORITY** deems proper, has determined that it is in the best interest of its riding public and the **CITY** to utilize private sector transportation to provide transit management and operations; and

WHEREAS, the **BOMA** on November 14, 2023, approved Resolution 2023-76, a resolution authorizing the use of a competitively sealed proposal procurement method for the **AUTHORITY's** operation and maintenance of transportation services;

WHEREAS, after publishing the competitive sealed proposal, the **AUTHORITY** received only one responsive bid, and after reviewing the response, the **AUTHORITY** believes it in the best interest of the **CITY** to select **the TRANSPORTATION MANAGEMENT ASSOCIATION GROUP, INC.** as the **CONTRACTOR** for the transit management and operations.

NOW, THEREFORE, in consideration of the promises and agreements set forth in this **AGREEMENT**, the **AUTHORITY** and the **CONTRACTOR** HEREBY AGREE as follows:

ARTICLE 1 – GENERAL PROVISIONS

Section 1.1

The **CONTRACTOR** hereby covenants and agrees to perform certain services for the benefit of the **AUTHORITY** and in consideration thereof, the **AUTHORITY** agrees, through the **CITY's** annual budgeting process, to reimburse the **CONTRACTOR** in accordance with the terms and conditions set forth herein. The services shall be known as **"TRANSIT SERVICES"**.

Section 1.2

The **CONTRACTOR** represents and warrants that it is a non-profit 501(c)(3) corporation duly incorporated, validly existing, and in good standing under the laws of the State of Tennessee and is qualified to do business in Tennessee. The **CONTRACTOR** has all the requisite corporate power and

authority to execute, deliver, and perform its obligations under this **AGREEMENT**. In connection with its obligations under this **AGREEMENT**, it shall comply with all applicable federal, state, and local laws and regulations and shall obtain all applicable permits and licenses.

ARTICLE 2 – COMPENSATION

Section 2.1 Compensation Structure

This **AGREEMENT** is a cost-reimbursement contract, which means **AUTHORITY** is responsible for reimbursing **CONTRACTOR** for **Actual Operating Expenses**. For this purposes of this **AGREEMENT**, “**ACTUAL OPERATING EXPENSES**” shall mean all allowable expenses under federal transit regulations and other services that the **CONTRACTOR** is providing that are reasonable, necessary and day-to-day expenses incurred at cost directly by the **CONTRACTOR** and in connection with the performance of the **TRANSIT SERVICES or Other Services as provided herein**. **AUTHORITY** shall not reimburse **CONTRACTOR** for any expenses and costs incurred by the **CONTRACTOR** that are not allowable or reimbursable for transit operations under Federal Transit Administration regulations or, unapproved capital expenditures, exceeding the budget amount approved and authorized for **TRANSIT SERVICES or Other Services** by the **CITY**, or otherwise expenses resulting from the non-performance of **COMPLIANCE REQUIREMENTS** by **CONTRACTOR**, as defined in Section 6.1 (**Compliance with Federal, State, and Local Laws**).

Section 2.2 Disbursements Related to Grants

Notwithstanding anything to the contrary under Section 2.1, both parties acknowledge that, as it pertains to federal or state grant monies, monies shall be disbursed to **CONTRACTOR** on a Net 30 basis upon the **AUTHORITY**.

Section 2.3 Invoices to the AUTHORITY

In consideration of the **TRANSIT SERVICES** rendered by the **CONTRACTOR**, the **CONTRACTOR** shall be reimbursed monthly for the **ACTUAL OPERATING EXPENSES** incurred by the **CONTRACTOR** as a result of performing approved **TRANSIT SERVICES**; **AUTHORITY** will process and remit reimbursement to **CONTRACTOR** on a Net 30 basis after approval of **CONTRACTOR's** invoice by the **AUTHORITY's** Contract Compliance Analyst unless otherwise specified in this **AGREEMENT**. When an **ACTUAL OPERATING EXPENSE** exceeds \$25,000.00, the **CITY** shall reimburse the **CONTRACTOR** within seven (7) business days. **CONTRACTOR** acknowledges that any payments due **CONTRACTOR** shall be made by **CITY** in accordance with the **CITY's** Financial Policies and Procedures, including and especially the **CITY's** Disbursement Policy, a current copy of which is available at <https://www.franklintn.gov/home/showpublisheddocument/28007/636656891003600000>, following receipt of **CONTRACTOR's** correct itemized invoice(s). Each invoice shall include relevant and supporting data as may be reasonably requested by the **AUTHORITY** to verify the **ACTUAL OPERATING EXPENSES**, including if applicable, the name of person, job number, hours worked, number of vehicle-hours provided and Revenue Vehicles used, description of work, proof of payment of the invoice(s) in a cleared check format or wire, all of which shall be submitted by the **CONTRACTOR** electronically via the accountspayable@franklintn.gov inbox. If **CONTRACTOR** fails to submit all correct supporting documents to **AUTHORITY** within such time period, **CONTRACTOR** shall not be entitled to seek payment for such **TRANSIT SERVICES** until properly documented. Unless otherwise expressly provided in any writing by the **AUTHORITY**, with respect to hourly charges and **ACTUAL OPERATING EXPENSES**, **AUTHORITY** will

only pay **CONTRACTOR** for actual hours worked and allowable expenses under federal transit regulations. **AUTHORITY** shall be under no obligation to reimburse **CONTRACTOR** for any expenses incurred that are not related to the provision of **TRANSIT SERVICES** or Other Services described hereinbelow or that are not allowable or reimbursable under Federal Transit Administration regulations.

Section 2.4 The AUTHORITY Credits

If it is determined that the **CONTRACTOR** has received any payment not authorized by this **AGREEMENT**, then the amount of such payment shall be deducted from the next payment due, or, if no such payment is due, said amount shall be repaid to the **AUTHORITY** within thirty (30) days following written demand therefore by the **AUTHORITY**.

ARTICLE 3 – SCOPE AND DESCRIPTION OF SERVICES

Section 3.1 TRANSIT SERVICES

During the **TERM** of this **AGREEMENT**, the **CONTRACTOR**, acting as an independent contractor of the **AUTHORITY** and not as an agent of the **AUTHORITY**, agrees to provide **TRANSIT SERVICES**, more fully described under **Exhibit A (Transit Services)**, according to the route maps and schedules approved by the **AUTHORITY**. In providing **TRANSIT SERVICES**, the **CONTRACTOR** shall:

- (1) Take all steps necessary to ensure the safety and reasonable comfort and convenience of the public;
- (2) Charge only such fares as may be directed by the **AUTHORITY**;
- (3) Comply with all policies, practices, procedure, terms and conditions as may be approved by the **AUTHORITY**;
- (4) Comply with all terms and conditions for use of federal, state, and other funds received by the **AUTHORITY** or the **CONTRACTOR**; and
- (5) Comply with all applicable provisions of federal, state, and local law.

Section 3.2 Changes in TRANSIT SERVICES

- A. **CONTRACTOR Initiated Changes.** The **CONTRACTOR** shall not, without the prior written approval of the **AUTHORITY**, initiate or permit any change to the **TRANSIT SERVICES**. The **CONTRACTOR** may propose changes to the **TRANSIT SERVICES** by presenting a proposal therefore in writing to the **AUTHORITY** at least sixty (60) days in advance of the date on which the change is proposed to take effect. The **AUTHORITY** shall either approve or disapprove the request, in writing, within thirty (30) days after it receives the request. Notwithstanding the foregoing, the **CONTRACTOR** may implement minor operational changes that will neither:
- (1) Increase any **ACTUAL OPERATING EXPENSES**;
 - (2) Affect any fare or system for passes, transfers, interconnections, or similar programs; nor
 - (3) Substantially change any route or schedule if the **CONTRACTOR** first gives the **AUTHORITY** at least thirty (30) day notice of its intent to make such minor change and if the **AUTHORITY** has not disapproved such proposed minor change in writing within fifteen (15) day following receipt of such notice. The **CONTRACTOR** may, in addition, make minor operational changes of an emergency nature without the **AUTHORITY** approval; provided, however, that no such change shall be made that would increase any **ACTUAL OPERATING EXPENSE** and provided, further, that the **CONTRACTOR** shall

give the **AUTHORITY** notice of each such minor change as soon as possible, and in no event later than twelve (12) hours after it is made.

- B. **AUTHORITY Initiated Route and Schedule Changes.** The **AUTHORITY** may require changes in routes and schedules as specified in Section 3.1 above, but only on the following conditions:
- (1) Unless some other notice is permitted or required or unless the **CONTRACTOR** shall agree to some lesser notice, the **AUTHORITY** shall provide the **CONTRACTOR** at least sixty (60) days written notice of the required change; and
 - (2) The **AUTHORITY** shall have first complied with any special procedures or standards made applicable to the required change by any applicable law or regulation or by any other agreement between the **AUTHORITY** and **CONTRACTOR**; and
 - (3) The **AUTHORITY** shall have first approved an amendment to the **APPROVED BUDGET** or shall otherwise have provided sufficient additional funding to fairly reflect any increase in the **ACTUAL OPERATING EXPENSES** caused by the required change.
 - (4) Upon **AUTHORITY**'s review and acceptance of any recommendations resulting from any master transit study, or otherwise recommendations provided by a governing body or agency, including the U.S. Department of Transportation, Federal Transit Administration, **AUTHORITY** or **BOMA**.

In the event the **CONTRACTOR** disputes the **AUTHORITY**'s compliance with either Paragraph 3.2B(2) or 3.2B(3) above, the **CONTRACTOR** may request a review of the matter by the **BOMA**. If the **BOMA** determines that there is no failure by the **AUTHORITY** to comply with either Paragraph 3.2B(2) or 3.2B(3) above, the **CONTRACTOR** shall then implement the required change not later than the expiration of the notice period required pursuant to Paragraph 3.2B(1) above, subject, however, to the **CONTRACTOR**'s remedies as set forth in Article 13 of this **AGREEMENT**.

- C. **Other AUTHORITY Initiated Changes.** Except for changes in routes and schedules, the **AUTHORITY** may require any change in the **TRANSIT SERVICES** specified in Section 3.1 above upon reasonable written notice to the **CONTRACTOR**.
- D. **AUTHORITY Right to Withhold Approval.** Nothing in this Section 3.2 shall be construed to require the **AUTHORITY** to approve any change to the **TRANSIT SERVICES** specified in Section 3.1, and the **AUTHORITY** may withhold its approval of any such change, at its sole discretion.

Section 3.3 Other Services

Throughout the **TERM** of this **AGREEMENT**, the **CONTRACTOR** shall provide all ancillary and supporting services necessary or appropriate to providing the **TRANSIT SERVICES** and to complying with the requirements of this **AGREEMENT**, including the following services:

- (1) The **CONTRACTOR** shall maintain all equipment and supplies used in providing or supporting the **TRANSIT SERVICES** in the same condition as when received, except for reasonable wear and tear from proper use. **CONTRACTOR** shall specifically comply with the equipment maintenance responsibilities;
- (2) The **CONTRACTOR** shall comply with the reporting and record keeping requirements set forth in this **AGREEMENT**; and
- (3) The **CONTRACTOR** shall comply with its obligations with respect to accounting and budgeting as set forth in this **AGREEMENT** and the **COMPLIANCE REQUIREMENTS**, as defined in Section 6.1 (Compliance with Federal, State and Local Laws).

Section 3.4 Real Property and Facilities

Unless otherwise expressly provided in this **AGREEMENT**, the **CONTRACTOR** shall, in providing the **TRANSIT SERVICES** and Other Services, utilize the offices as specified and authorized by the **AUTHORITY**.

Section 3.5 Permitted Variations in TRANSIT SERVICES Due to Force Majeure

The **CONTRACTOR** shall not be in default of its obligation to provide **TRANSIT SERVICES** to the extent that it is unable to provide such **TRANSIT SERVICES** as a result of abnormally severe weather or road conditions, strikes or other labor stoppages, unavailability of sufficient Revenue Vehicles through no fault of the **CONTRACTOR**, and other events and conditions that are beyond the reasonable ability of the **CONTRACTOR** to control or remedy and that render provision of such **TRANSIT SERVICES** impossible or not reasonably feasible. In any such case, the **CONTRACTOR** shall provide such modified or reduced **TRANSIT SERVICES** as are practicable under the circumstances and shall use all reasonable efforts to restore full **TRANSIT SERVICES** in accordance with this **AGREEMENT** at the earliest possible time. Immediately upon the occurrence of, or the threat of the imminent occurrence of, any such event or condition, and prior to implementing any reduced or modified service, the **CONTRACTOR** shall notify the **AUTHORITY** by telephone, with written confirmation as soon as possible thereafter, of:

- (1) The nature of the event or condition;
- (2) The actual or expected time of the occurrence of the event or condition and its expected duration;
- (3) The impact of the event or condition on **TRANSIT SERVICES**;
- (4) The modified or reduced service that the **CONTRACTOR** proposes to provide during the continuation of the event or condition;
- (5) The **CONTRACTOR's** plan to notify potential users of the **TRANSIT SERVICE** of any disruption that may result; and
- (6) The steps the **CONTRACTOR** proposes to take to restore full service.

Section 3.6 Contract Monitoring

- A. The **AUTHORITY** will appoint a Contract Compliance Analyst to work with the **CONTRACTOR**.
- B. The **CONTRACTOR** shall work with the **AUTHORITY** and its Contract Compliance Analyst to establish and monitor contract performance annually, based on service delivery, customer service, quality assurance, cost effectiveness, and productivity.
 - (1) Service delivery will assess road calls, miles between accidents, and service interruptions.
 - (2) Customer service will evaluate complaints and commendations, passenger approval, and marketing outreach.
 - (3) Quality assurance will assess preventative maintenance, bus cleanliness, and safety.
 - (4) Cost effectiveness will have as performance standards, passengers per vehicle hour, average fare, revenue hours, and total vehicle hours; and
 - (5) Coordinate on reporting requirements pursuant to ARTICLE 8 (Reports, Records and Inspections).

ARTICLE 4 – EQUIPMENT

Section 4.1 Provision of Equipment by the AUTHORITY or the CITY

- A. The **AUTHORITY** Rights with Respect to **CITY** Vehicles and Other **CITY** Equipment. This **AGREEMENT** applies to all **CITY** Equipment provided by the **AUTHORITY** to the **CONTRACTOR** at any time. The **AUTHORITY** reserves the absolute right, in its sole discretion, to:
- (1) Determine the number and type of **CITY** Vehicles and other **CITY** Equipment to provide to the **CONTRACTOR**;
 - (2) Substitute or replace any **CITY** Vehicles or Other **CITY** Equipment provided to the **CONTRACTOR**; and
 - (3) Direct the return to **CITY** or its designee of any or all **CITY** Vehicles or other **CITY** Equipment at any time, provided, however, that in the absence of fault by the **CONTRACTOR** or other good cause, the **AUTHORITY** shall not take action under this Paragraph that would have the effect of preventing or materially and adversely affecting the ability of the **CONTRACTOR** to provide the **TRANSIT SERVICES** and other services.
- B. The **CITY** Equipment Provided. The **AUTHORITY** will provide or has already provided the **CONTRACTOR** with the **CITY** Revenue and Non-Revenue Vehicles listed in **Exhibit B (Capital Asset Inventory List)**. The **CONTRACTOR** acknowledges that the **CITY** Revenue Vehicles listed in **Exhibit B (Capital Asset Inventory List)**, together with the **CONTRACTOR** Vehicles listed in **Exhibit B (Capital Asset Inventory List)**, if any, are adequate and sufficient to provide and support the **TRANSIT SERVICES**. The **CONTRACTOR** further acknowledges that it has, in addition, received various items of Other **CITY** Equipment from the **AUTHORITY**, and the **CONTRACTOR** agrees to comply with all the **AUTHORITY** procedures for handling such Other **AUTHORITY** Equipment.
- C. Inventory and Documentation. The **CONTRACTOR** agrees to cooperate fully with the **AUTHORITY** in developing and maintaining an accurate inventory of all **CITY** Equipment from time to time in the possession of the **CONTRACTOR**. The **CONTRACTOR** shall complete and process all documentation necessary to evidence and record the receipt, possession, return, or transfer of any **CITY** Equipment coming into, being in, or leaving its possession by August 31 of each year. Copies of all such documentation, with respect to **CITY** Vehicles shall be attached to and become part of **Exhibit B (Capital Asset Inventory List)**.
- D. No Consideration. The **CONTRACTOR** shall not be required to pay any separate consideration for the use of **CITY** Equipment during the **TERM** of this **AGREEMENT**.
- E. **CONTRACTOR** Acceptance of **CITY** Equipment. The **CONTRACTOR** shall accept delivery of **CITY** Equipment at such times and places within the territory of the **CITY** as the **AUTHORITY** shall designate upon notice to the **CONTRACTOR** that such Equipment is available for delivery.
- F. Training of **CONTRACTOR** Personnel. The **AUTHORITY's** contract for the purchase of Equipment requires the manufacturer of such items to provide training in the use of Equipment to personnel of the **CITY** and the **CONTRACTOR**. The **CONTRACTOR** shall, upon notice from the **AUTHORITY**, require its personnel to attend such training.
- G. **CITY** Equipment Returns and Substitutions. Any **CITY** Equipment that the **AUTHORITY** designates to be returned or transferred shall, upon reasonable notice, be delivered by the **CONTRACTOR** at the time and to the place designated by the **AUTHORITY**. The **CONTRACTOR**

also shall accept delivery of any substitute **CITY** Equipment at the time and to the place designated by the **AUTHORITY**. All terms and conditions of this **AGREEMENT** shall apply to such substitute **CITY** Equipment. This right of the **AUTHORITY** is limited by the terms of model Paragraph 4.1 A (3), which provide that the **AUTHORITY** cannot prevent or materially adversely affect the **CONTRACTOR's** provision of **TRANSIT SERVICES** and Other Services.

- H. The **AUTHORITY** Right to Repossess **CITY** Equipment. Upon the failure of the **CONTRACTOR** to return or deliver any **CITY** Equipment as directed by the **AUTHORITY**, or if the **CONTRACTOR** fails to use, repair, or maintain any **CITY** Equipment as required by this **AGREEMENT**, the **CONTRACTOR** shall permit the **AUTHORITY**, without demand, legal process, or a breach of the peace, to enter any premises under the control of the **CONTRACTOR** where **CITY** Equipment is or may be located and to take possession of and remove the **CITY** Equipment. The **CONTRACTOR** shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding arising out of any such repossession by the **AUTHORITY**. The **CONTRACTOR** shall reimburse the **AUTHORITY** for any and all costs incurred by the **AUTHORITY** in connection with actions taken by the **AUTHORITY**, pursuant to this subsection. Such costs shall not be considered **ACTUAL OPERATING EXPENSES** under this **AGREEMENT**.
- I. **CITY** Equipment Inspection. The **AUTHORITY** shall have the right to inspect any and all **CITY** Equipment or cause any or all **CITY** Equipment to be inspected at any time, with or without prior notice to the **CONTRACTOR**, provided, however, that unless the **AUTHORITY** determines, in its sole discretion, that emergency conditions or factors affecting safety or security require otherwise. The **AUTHORITY** shall give at least twenty-four (24) hour notice of any such inspection. The **AUTHORITY** shall also have the right to demand, from time to time, a written statement from the **CONTRACTOR** setting forth the condition of **CITY** Equipment or any part of it. The **CONTRACTOR** shall furnish such a statement to the **AUTHORITY** within ten (10) days after receipt of the **AUTHORITY's** demand therefore. Should the **AUTHORITY** or its designee determine, in its sole discretion, that any **CITY** Equipment has not been maintained in accordance with this **AGREEMENT**, the **AUTHORITY** or its designee shall report all deficiencies to the **CONTRACTOR** in writing. Except for safety-related deficiencies, which shall be corrected as soon as reasonably possible and prior to placing the Vehicle in service, the **CONTRACTOR** shall have thirty (30) days to correct deficiencies.
- J. Return of **CITY** Equipment and Related Records Upon Termination. Immediately following the **TERM** of the **AGREEMENT**, the **CONTRACTOR** shall surrender and deliver to the **AUTHORITY** and the **CITY** all **CITY** Equipment and related records as required by Section 13.5 of this **AGREEMENT**.
- K. Title to **CITY** Equipment. The **CONTRACTOR** acknowledges and agrees that the **CITY** owns all the **CITY** Equipment. The **CONTRACTOR** further acknowledges that, pursuant to Resolution, the **CITY** authorized the **AUTHORITY** to "acquire, purchase, construct, extend, improve, maintain, own and operate a system of suitable vehicles primarily for the transportation for hire of passengers and incidental activities, including without limitations, automobiles, buses, trolleys, and vans and other vehicles, carports, terminals, garages, repair shops, and other necessary buildings and lands, fixtures, bus stops, rights-of-way, and easements and all other powers enumerated in T.C.A. § 7-56-101 et seq. and all powers and things necessary, usual or proper, for such a system for the transportation for hire of passengers upon any and all streets in the **CITY** and upon any or all highways and streets within Williamson County upon agreement with the County in compliance with its laws, and such private charter service as the Authority deems

proper". Nothing contained in this **AGREEMENT** shall affect the **CITY's** absolute ownership of and title to the **CITY** Equipment. Such ownership and title being hereby expressly reserved to and retained by the **CITY**. The **CONTRACTOR** shall not:

- (1) Obtain, acquire, or otherwise be construed to own any property or other interest in the **CITY** Equipment except the right to use it for the purposes and on the conditions stated in this **AGREEMENT** during the **TERM**;
- (2) Sell, assign, or otherwise grant any party any right to own, use, or possess the **CITY** Equipment;
- (3) Permit the **CITY** Equipment, or any part of it, to pass from their possession and control of the **CONTRACTOR**, unless directed to do so in writing by the **AUTHORITY**; or
- (4) In any manner, allow or permit the **CITY** Equipment, or any part of it, to be pledged, seized, or held for any tax, debt, lien, or other obligation. Should the **CITY** Equipment, or any part of it, become subject to or encumbered by any tax, debt, lien, or other obligation during the **TERM**, or before the actual delivery of the **CITY** Equipment to the **CITY** after the **TERM**, the **CONTRACTOR** shall, subject to its right to, in good faith, protest any such tax, debt, lien, or other obligation, promptly pay or discharge such tax, debt, lien, or other obligation, and relieve such **CITY** Equipment from the encumbrance thereof.

L. Licensing and Registration. All **CITY** Vehicles shall be licensed and registered by the **CITY** in the name of the **CITY** and the **CITY** shall be in possession of the titles at all times.

M. Warranty. The **AUTHORITY** declares that:

- (1) Neither the **CITY** nor the **CONTRACTOR** is the manufacturer of the **CITY** Equipment or manufacturer's agent, and neither the **CITY** nor the **CONTRACTOR** makes any express or implied warranty of any nature regarding the **CITY** Equipment, including, but not limited to: (a) its merchant ability or fitness for any particular purpose; (b) its design or condition; (c) its workmanship; (d) its freedom from latent defects; (e) its compliance with the requirements of any law, rule specification, or contract; or (f) its non-infringement of any patent, trademark, or license;
- (2) Provided that the **CITY** or the manufacturer has supplied required warranty documents to the **CONTRACTOR**, the **CONTRACTOR** shall take all actions required to preserve any and all manufacturers' warranties regarding the **CITY** Equipment;
- (3) This **AGREEMENT** shall not operate to release any rights of the **CITY** or the **CONTRACTOR** against any person not a party hereto, including the manufacturers of the **CITY** Equipment.

N. Use of **CITY** Equipment Only. Unless otherwise expressly provided in this **AGREEMENT** or approved by **AUTHORITY**, the **CONTRACTOR** shall, in providing the **TRANSIT SERVICES** and Other Services, employ only Equipment specified in this **AGREEMENT**.

Section 4.2 Maintenance of CITY Equipment by CONTRACTOR

A. Maintenance Requirements. At all times during the **TERM** of the **AGREEMENT**, the **CONTRACTOR** shall:

- (1) Maintain all **CITY** Equipment in good mechanical conditions in conformity with all applicable safety practices, laws, and regulations;

- (2) Maintain all **CITY** Equipment in accordance with the terms and provisions of this **AGREEMENT**, all maintenance policies, practices, procedures, conditions, and requirements of the **CITY**, and all manufacturers' maintenance schedules and warranty requirements;
 - (3) Perform all preventative maintenance required by the **CITY**;
 - (4) Keep both the exterior and interior of all **CITY** Vehicles neat, clean, and in the condition as when received, except reasonable wear and tear from proper use at all times; and
 - (5) Ensure that all **CITY** Revenue Vehicles are maintained at all times so as to meet the requirements of the relevant agencies.
- B. Maintenance Records. **CONTRACTOR** shall prepare and maintain accurate records relating to all maintenance work performed by or for the **CONTRACTOR** on all **CITY** Equipment. All such records shall comply with the provisions of this **AGREEMENT** and with all applicable **CITY** policies, practices, procedures, conditions, and requirements. The **CONTRACTOR** shall maintain a separate maintenance file for each **CITY** vehicle containing all maintenance records pertaining thereto. The **CONTRACTOR** shall also complete, maintain, and transmit to the **AUTHORITY** all maintenance forms and any other records requested by the **AUTHORITY**, including, without limitation, vehicle maintenance records, fuel consumption records, and all records required under the **CITY's** Preventive Maintenance Program.
- C. Storage of CITY Equipment. The **CONTRACTOR** shall store all **CITY** Equipment as directed by the **AUTHORITY** at the suitable location identified by the **AUTHORITY**. **CITY** Vehicles shall not be stored outdoors without the express prior written approval of the **AUTHORITY** and then only in accordance with such conditions as the **AUTHORITY** may require.
- D. Fare Boxes. Except as expressly approved in writing by the **AUTHORITY**, the **CONTRACTOR** shall utilize only fare boxes and other electronic ticket-reading equipment provided by the **AUTHORITY**. The **CONTRACTOR** shall install and maintain such fare boxes and ticket-reading equipment in good condition in all Revenue Vehicles.

Section 4.4 Services to be Provided by the CITY

- A. Bus Stop Sign and Signposts. The **AUTHORITY** will provide and install sufficient bus stop signs and signposts to cover the routes.
- B. Bus Shelters. The **AUTHORITY** will maintain bus shelters and agrees to install bus shelters as funding and conditions allow.
- C. Manufacturers' Warranties. The **AUTHORITY** will provide attended manufacturers' warranties on Vehicles identified in **Exhibit B (Capital Asset Inventory List)**.
- D. Mapping and GIS Assistance. The **AUTHORITY** will provide the **CONTRACTOR** with mapping and GIS assistance to carry out route planning.

ARTICLE 5 – REAL PROPERTY AND FACILITIES

Section 5.1 Use of Real Property and Facilities

The **CONTRACTOR** agrees to, and shall, use the Real Property and Facilities, or the portions thereof, as provided by the **AUTHORITY** for the operation of the **CITY** Transit System and to use these solely for the purpose of providing **TRANSIT SERVICES** and Other Services. The listing of all such property and facilities will be included as an **Exhibit B (Capital Asset Inventory List)** to this **AGREEMENT**. The parties have entered into separate leases or other agreements governing the **CONTRACTOR's** right to possess and use any land or facilities owned by the **CITY**. Its term and provisions should, of course, be consistent with the purchase of service agreement. The lease and service agreement should each include a cross-default provision.

Section 5.2 Maintenance of Real Property and Facilities

The **CONTRACTOR** agrees to maintain the Real Property and Facilities in the condition received except reasonable wear and tear for their intended purposes throughout the **TERM** of the **AGREEMENT**.

ARTICLE 6 – EMPLOYEES

Section 6.1 Compliance with Federal, State, and Local Laws

The **CONTRACTOR** agrees that, with respect to persons employed by it to provide **TRANSIT SERVICES** and Other Services, it will comply with all applicable federal, state, and local laws including, but not limited to, statutes, regulations, ordinances, and other provisions having the force or effect of law, all judicial and administrative orders and determinations, and all contractual obligations, and all common law as applicable; particularly as it relates to the minimum wages to be paid to its employees, limitations upon the employment of minors, minimum fair wage standards for minors, the payment of wages due employees, and all applicable regulations established to protect the health and safety of employees, passengers, and the public at large. The **CONTRACTOR** also agrees to provide the employee protection required under Section 13(c) of the Federal Transit Act, as amended, 49 U.S.C. Section 5333(b), and for persons employed by it to provide **TRANSIT SERVICES** and Other Services (collectively, “**COMPLIANCE REQUIREMENTS**”).

Section 6.2 Employment of Personnel

- A. General. The **CONTRACTOR** shall be responsible for the selection, training, scheduling, supervision, discipline, termination, and all other functions related to personnel required to perform the **CONTRACTOR's** obligations under this **AGREEMENT**.
- B. Management. The **CONTRACTOR** shall provide competent and professional management in accordance with **CITY** policies, practices, procedures, and standards. If such managerial services are not being provided resulting in **CONTRACTOR's** failure to perform under the terms of this **AGREEMENT**, the **AUTHORITY** may send the **CONTRACTOR** a written notice requesting the **CONTRACTOR** to take corrective action within twenty-one (21) days. If the **CONTRACTOR** fails to comply with such a request or if the action taken is unsatisfactory, the **AUTHORITY** shall no longer be obligated to pay salaries, fringe benefits, or travel and related expenses incurred in connection with such managerial services. In the event such failure to provide managerial services cannot be cured within said twenty-one (21)-day period, notwithstanding diligent and continuous effort by the **CONTRACTOR**, and **CONTRACTOR** shall have promptly commenced to cure the failure and shall have thereafter prosecuted the curing of same with diligence and

continuity, then the period for curing such failure shall be extended for such time as may be necessary for curing such failure with diligence and continuity.

- C. Employees. The **CONTRACTOR** shall employ only such persons as are competent and qualified to provide **TRANSIT SERVICES** and Other Services in accordance with the requirements of this **AGREEMENT**. All employees shall meet all applicable qualifications established by federal, state, and local laws and regulations. Drivers shall display proper courtesy toward passengers and maintain a neat and clean appearance. The **CONTRACTOR** shall comply with all Federal requirements relating to drug and alcohol testing. The **CONTRACTOR** shall participate in driver training programs, if any, established by the **CITY** or the **AUTHORITY** during the **TERM** and shall comply with driver and safety standards.

Section 6.3 Employment Contracts

The **CONTRACTOR** may deal with, and enter into written agreements with, its employees.

ARTICLE 7 – NONDISCRIMINATION, EQUAL EMPLOYMENT, AND BUSINESS OPPORTUNITY

Section 7.1 Compliance with Federal, State, and Local Laws

The **CONTRACTOR** shall comply with all applicable federal, state, and local anti-discrimination and equal employment and business opportunity laws and regulations, including, but not limited to, the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 et seq.; the Federal Transit Act, 49 U.S.C. § 5332(b); Titles VI and VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, 2000e et seq.; the Civil Rights Acts of 1866 and 1871, 42 U.S.C. §§ 1981 and 1983; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, as amended, 29 § 794.

Section 7.2 Equal Employment Opportunity

The **CONTRACTOR** shall comply with all of the affirmative action, equal employment opportunity, and minority business enterprise requirements.

ARTICLE 8 – REPORTS, RECORDS, AND INSPECTIONS

Section 8.1 Records

- A. Creation and Maintenance. The **CONTRACTOR** shall create and maintain at the location specified in Section 5.1 of this **AGREEMENT**, or at such other location as the **AUTHORITY** may approve in writing, full, accurate, and complete records of all **TRANSIT SERVICES** and Other Services performed, all time spent, all materials, equipment, and supplies purchased, and all costs incurred in the performance of the **TRANSIT SERVICES** and Other Services pursuant to this **AGREEMENT**, including all records required by this **AGREEMENT**, or any applicable law or regulation.
- B. Disposal or Destruction. Unless the **AUTHORITY** shall consent in writing to the destruction of any such records, and except for records required to be delivered to the **AUTHORITY** at the end of the **TERM**, the **CONTRACTOR** shall make said records available for review, inspection, and

audit in accordance with Section 8.2 below during the entire **TERM** and for three (3) years thereafter, or such longer period as may be required by law or any applicable grant, or in the alternative, may turn over all such documents to the **AUTHORITY** at the end of the **TERM**, provided that prior to the disposal or destruction of any such record by the **CONTRACTOR** following said period, the **CONTRACTOR** shall give notice to the **AUTHORITY** of any record or records to be disposed of or destroyed and the intended date of disposal or destruction, which shall be at least sixty (60) days after the effective date of such notice. The **AUTHORITY** shall have sixty (60) days after receipt of any such notice to give notice to the **CONTRACTOR** not to dispose of or destroy said record or records and to require the **CONTRACTOR** to deliver such record or records to the **AUTHORITY** or its designee, at the **AUTHORITY's** expense, on a confidential basis if appropriate.

Section 8.2 Inspections and Audits

- A. Right of the **AUTHORITY**. The **AUTHORITY** shall have the right, with or without prior notice to the **CONTRACTOR**, to review, inspect, and audit all **TRANSIT SERVICES** and Other Services, performed pursuant to this **AGREEMENT**, and all information and records related thereto, at all reasonable times during and following the performance of **TRANSIT SERVICES** and Other Services. The parties acknowledge and agree that during the **TERM** of this **AGREEMENT**, **AUTHORITY** shall have and retain the right to review and provide consent to the implementation of any policy or procedure contemplated by the **CONTRACTOR**, which directly or indirectly impacts the **TRANSIT SERVICES**, including capital asset policies and employee manuals.
- B. Performance of Inspections, Deliverable Submittal Process and Audits. The **AUTHORITY** shall perform such review, inspection, or audit in a manner that will not unduly delay or interfere with the **CONTRACTOR's** performance under this **AGREEMENT**. As it pertains to reports and other deliverables requested by the **AUTHORITY**, the **CONTRACTOR** shall provide the **AUTHORITY's** staff with a complete review copy at least five (5) days prior to the submission to the **AUTHORITY**. The **AUTHORITY's** staff will then review the materials and may communicate any necessary revisions or clarifications or otherwise provide approval in writing. The **CONTRACTOR** shall promptly address such feedback and may submit the finalized reports and deliverables to the **AUTHORITY**. The **CONTRACTOR** shall cooperate with the **AUTHORITY** in any such review, inspection, or audit. The **AUTHORITY** may perform any such review, inspection, or audit through the Contract Compliance Analyst, an officer, employee, or any designated agent or independent contractor.

ARTICLE 9 – INSURANCE AND RISK MANAGEMENT

Section 9.1 Insurance Required

The **CONTRACTOR** shall, at all times material to this **AGREEMENT**, maintain adequate liability and worker's compensation insurance in amounts determined by the **CITY** and its insurance provider. The expense of said insurance to the **CONTRACTOR** shall be considered an **ACTUAL OPERATING EXPENSE**.

Section 9.2 Additional Insureds

All Required coverage shall name the following persons as additional insured parties: the **AUTHORITY**, the **CITY** and its boards, and the **CONTRACTOR** and their employees, agencies, and officers for their individual interests in the joint venture. The coverage afforded the additional insureds shall be primary insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of **CONTRACTOR**. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance companies' liability under the insurance policies the **CONTRACTOR** maintains shall not be reduced by the existence of such other insurance.

Section 9.3 Insurance Companies and Policies

All Required coverage shall be provided by insurance companies acceptable to and approved by the **AUTHORITY**. Required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. The **CONTRACTOR** shall furnish to the **AUTHORITY** two (2) copies of a certificate of insurance and one (1) copy of an insurance policy for each Required Coverage. Each such certificate and policy shall be in a form satisfactory to the **AUTHORITY** and shall provide that no change, modification, or cancellation of the insurance represented by it shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the **AUTHORITY**.

Section 9.4 Subcontractor Insurance

Unless otherwise approved by the **AUTHORITY**, the **CONTRACTOR** shall not allow any subcontractor to commence or continue any part of the **TRANSIT SERVICES** until and unless such subcontractor provides and has in force insurance coverage equal to those required of the **CONTRACTOR** by this Article.

Section 9.5 Participation Required

CITY vehicles used in the provision of **TRANSIT SERVICES** pursuant to this **AGREEMENT** will be in the **CONTRACTOR's** insurance program. The **CONTRACTOR** will provide coverage for the vehicles and liability coverage for the **AUTHORITY**. For their **CITY**-owned vehicles, the **CITY** agrees to investigate and defend in cases of liability or property damage arising out of the provision of **TRANSIT SERVICES** and Other Services pursuant to this **AGREEMENT**.

Section 9.6 Reporting Accidents and Potential Claims

The **CONTRACTOR** shall immediately notify the **AUTHORITY** and the **CITY** of any incidents that have resulted, or may result, in property damage or bodily injury or otherwise actual, or potential, non-compliance with **COMPLIANCE REQUIREMENTS**.

Section 9.7 Claims Administration and Defense

The **CONTRACTOR** shall, and shall require its employees to, cooperate with and assist the **AUTHORITY**, the **CITY**, and any claims service agencies, investigators, and attorneys employed by or on behalf of the **CITY** in the administration, investigation, and defense of any and all claims for bodily injury or property damage asserted against the **CITY** or the **CONTRACTOR** arising out of the provision of **TRANSIT SERVICES** or Other Services pursuant to this **AGREEMENT**. The **CONTRACTOR's** failure to comply with the requirements of this section shall relieve the **CITY** of any and all obligations that the **CITY** may have under this Article 9.

Section 9.8 Loss Prevention

The **CONTRACTOR** shall, upon written notice from the **AUTHORITY** specifying and documenting claims or other evidence of incompetence, inattention, carelessness, or other fault on the part of the **CONTRACTOR** or any of the **CONTRACTOR's** employees, promptly take all lawful and reasonable steps to prevent claims or losses as a result of such incompetence, inattention, carelessness, or other fault. This section shall not, however, be construed to require the **AUTHORITY** to give any such notice or to require the **CONTRACTOR** to take any action in violation of its obligations under any labor agreement or other employment contract.

Section 9.9 Litigation Against the CONTRACTOR

If, during the **TERM** of this **AGREEMENT**, any lawsuits or proceedings are filed or initiated against the **CONTRACTOR** or any subcontractor or supplier of the **CONTRACTOR**, before any court, commission, board, bureau, agency, unit of government or subunit thereof, arbitrator, or other instrumentality, that may materially affect or inhibit the ability of the **CONTRACTOR** to perform its obligations under, or otherwise to comply with, this **AGREEMENT**, the **CONTRACTOR** shall promptly deliver a copy of the complaint or charge related thereto to the **AUTHORITY** and shall thereafter keep the **AUTHORITY** fully informed concerning all aspects of such lawsuit or proceeding.

ARTICLE 10 – INDEMNIFICATION

Section 10.1 General

Except as expressly provided in Article 9 of this **AGREEMENT**, the **CONTRACTOR** agrees to assume liability for and to indemnify and hold harmless the **AUTHORITY**, its board members, officers, employees, agents, and attorneys from and against any and all liabilities, losses, damages, costs, payments, and expenses of every kind and nature (including attorneys' fees and disbursements) ("Liabilities") as a result of claims, demands, actions, suits, proceedings, judgments, or settlements ("Claims") arising out of, or alleged to have arisen out of, or in any way relating to, or alleged to be relating to, the negligence of the **CONTRACTOR**, or in the execution, performance, nonperformance, or enforcement of this **AGREEMENT by CONTRACTOR**, including the enforcement of this indemnification provision, upon notice from the **AUTHORITY** or the **CITY** of any such liability or claim that the **AUTHORITY** or the **CITY** believes to be covered by this section. Nothing herein shall be interpreted to impose any liability on **CONTRACTOR**, its board members, officers, employees agents and attorneys from liability, losses, damages, costs, payments and expenses as a result of claims, demands, actions, suits, proceedings, judgments, or settlements ("Claims") arising out of, or alleged to have arisen out of,

or in any way relating to, or alleged to be relating to, the negligence of the **AUTHORITY**, or in the execution, performance, nonperformance, or enforcement of this **AGREEMENT** by **AUTHORITY**.

Section 10.2 CONTRACTOR's Damages

Except as expressly provided in Article 9 of this **AGREEMENT**, neither the **AUTHORITY** nor the **CITY** shall be responsible to the **CONTRACTOR** or to any of its officers, employees, agents, or attorneys for any loss of business or other damage caused by an interruption of **TRANSIT SERVICES**, or for the time lost in repairing or replacing any **CITY** Equipment, or for any loss, injury, or damage arising out of or relating to the **AUTHORITY's** or the **CITY's** failure to deliver **CITY** Equipment, or for any other losses or damages sustained by the **CONTRACTOR** hereunder. Except as expressly provided in Article 9 of this **AGREEMENT**, neither the **AUTHORITY** nor the **CITY** assumes liability or responsibility for any acts or omissions of the **CONTRACTOR**, or of the **CONTRACTOR's** officers, employees, agents or attorneys, or for any property of the **CONTRACTOR** or any other person that is damaged, lost, or stolen in the performance, or as a result of the performance, of this **AGREEMENT**.

ARTICLE 11 – BUDGET AND ACCOUNTING

Section 11.1 Approved Budget

On a recurring basis, **AUTHORITY** shall establish and specify the estimated costs and expenditures associated with **TRANSIT SERVICES** for a given amount of time during the **TERM** of this **Agreement**. The **AUTHORITY's** approval shall be deemed effective upon its formal adoption by way of resolution or otherwise memorialized in writing ("**APPROVED BUDGET**").

Section 11.2 Transit and Other Services Revenue

Collection. The **CONTRACTOR** shall comply with **CITY** policies, practices, and procedures relating to the collection, security, accounting, and remittance of all Transit and Other Service Revenues.

Section 11.3 Accounting and Reporting Standards

The **CONTRACTOR** shall maintain its books and records and shall prepare, maintain, and file reports relating to this **AGREEMENT** and **TRANSIT SERVICES** and Other Services in accordance with generally accepted government accounting principles, the Federal Transit Act, and any documentation submitted by the **CONTRACTOR**, and approved by the **AUTHORITY**, in support of the fees paid to the **CONTRACTOR**. The **CONTRACTOR** shall seek input from the **CITY** regarding its accounting and reporting standards. In case of any conflict in the aforesaid standards, the **CONTRACTOR** shall seek specific direction from the **AUTHORITY** and, pending receipt of such direction, shall comply with that standard that most fairly, accurately, and completely records and reports the and effectively implement the approved plan or plans. In the event of the **AUTHORITY** non-approval, the **AUTHORITY** shall either direct the **CONTRACTOR** to submit a new or revised plan of corrective action for **CITY's** approval within a stated time or direct **CONTRACTOR** to implement a plan of corrective action developed by the **AUTHORITY**, and the **CONTRACTOR** shall comply with such directive.

Section 11.4 Budget Amendments

- A. Budget Amendments Requested by the **CONTRACTOR**. The **CONTRACTOR** may make a written request for an amendment to the **APPROVED BUDGET** when, in the opinion of the **CONTRACTOR**, circumstances beyond the control of the **CONTRACTOR** or circumstances not known or reasonably ascertainable prior to the beginning of the TERM render it essential that the **APPROVED BUDGET** be amended. The **AUTHORITY** shall consider such requests in good faith; however, even in such circumstances, the **AUTHORITY** shall be under no obligation whatsoever to approve any such request. The **CONTRACTOR** acknowledges that limitations on the **AUTHORITY's** own funding and other obligations of the **CITY** will make it difficult or impossible for the **AUTHORITY** to approve any amendment to the **APPROVED BUDGET** that results in an increase of the **APPROVED BUDGET** and that any **APPROVED BUDGET** amendment is therefore likely to be limited to transfers between Line Items. Notwithstanding the foregoing, but subject to the availability of **CITY** funds, neither the **AUTHORITY** nor the **CITY** shall unreasonably refuse to approve any **CONTRACTOR** request for an amendment to the **APPROVED BUDGET** when such amendment is limited to the reimbursement of materially additional costs incurred by the **CONTRACTOR** as a direct result of significant changes in operating practices directed by the **AUTHORITY** or the **CITY** after approval of the **APPROVED BUDGET**.
- B. Budget Amendments Initiated by the **CITY**. Except when any other agreement between the **AUTHORITY** and the **CONTRACTOR** provides otherwise, the **CITY** may unilaterally require an amendment to the **APPROVED BUDGET** in any of the following circumstances:
- (1) When the funds available to the **AUTHORITY** for payments under this **AGREEMENT** are insufficient to fully fund the **APPROVED BUDGET**;
 - (2) When circumstances beyond the reasonable control of the **AUTHORITY**, not known or reasonably ascertainable at the beginning of the **TERM**, require a reduction in the **APPROVED BUDGET**; or
 - (3) When a change in routes or schedules authorized pursuant to Section 3.2B, or any other change in the **TRANSIT SERVICES** and Other Services to be provided pursuant to this **AGREEMENT**, results in a saving **ACTUAL OPERATING EXPENSES**, but only in the amount of such savings.

Section 11.5 Capital Expenditures

- A. Capital Expenditures. Capital Expenditures for the purposes of this **AGREEMENT** shall be defined as expenditure in excess of \$50,000 for the purpose of acquiring or improving real property, buildings, or equipment.
- B. Prior Approval of Capital Expenditures Required. Notwithstanding the availability of funds in the **APPROVED BUDGET**, the **CONTRACTOR** shall not make, or become obligated to make, any Capital Expenditure in excess \$25,000 for any single item without first obtaining the approval of the **AUTHORITY** either the Budget Approval Process or specifically pursuant to this subsection. Any such Capital Expenditure made or obligated without such prior approval shall be the sole responsibility of the **CONTRACTOR**, and no payment under this **AGREEMENT** shall be sought or made with respect to such Capital Expenditure.

- C. Approval Procedures. Except in cases of emergency, approval for Capital Expenditures shall be requested by the **CONTRACTOR** in writing. Such requests shall be made as far as possible in advance of the date when the **CONTRACTOR** desires to make or to become obligated for such Capital Expenditures. Such requests shall describe the purpose of the Capital Expenditure and the necessity therefore with particularity. After receiving all information that it deems necessary to evaluate any such request and the available funding options, the **AUTHORITY** shall approve or disapprove the request in writing. In any case of emergency where delay of a Capital Expenditure that could not have reasonably been foreseen would result in an unacceptable interference with or disruption of **TRANSIT SERVICES** or Other Services or would create a threat of personal injury or property damage, the **CONTRACTOR** may request the **AUTHORITY** approval by telephone, followed by a confirming written request. The **AUTHORITY** shall respond to each such request as soon as reasonably feasible. Notwithstanding the foregoing, any Capital Expenditures approved by the **AUTHORITY** in the APPROVED BUDGET shall be deemed approved and not require additional approval by **AUTHORITY**.

ARTICLE 12 – TERM

Section 12.1 Term

The term of this **AGREEMENT** shall be five (5) years (“**TERM**”) commencing on July 1, 2024 and ending on June 30, 2029. The **AUTHORITY** reserves the right to cancel this **AGREEMENT** without cause at any time and shall provide the **CONTRACTOR** with a six (6) month notice of termination.

Section 12.2 Termination of Impossibility of Performance

- A. Basis for Impossibility. This **AGREEMENT** may be terminated, in whole or in part, upon ninety (90) days written notice given by the **AUTHORITY** to the **CONTRACTOR** in the event that federal, state, local, or any other funding source fails in any fiscal year to appropriate or otherwise make available sufficient funds, as determined in the sole discretion of the **AUTHORITY**, to cover payments to be made to the **CONTRACTOR** pursuant to Article 12 hereof, or if Equipment necessary to perform the **TRANSIT SERVICES** and Other Services hereunder is unavailable for any reason, as determined by the sole discretion of the **AUTHORITY**.
- B. Termination During or After Performance. The termination of this **AGREEMENT** shall not be in any manner prevented or affected by the fact that the **CONTRACTOR** may have already partially or fully performed its obligations under this **AGREEMENT** in respect to any unpaid part or parts of this **AGREEMENT** by the time it is determined by the **AUTHORITY** that it will be unable to pay the remaining unpaid part or parts of this **AGREEMENT**.

Section 12.3 Termination for **CONTRACTOR** Default

This **AGREEMENT** shall be terminated, and the **TERM** shall end, thirty (30) days after written notice of such termination given by the **AUTHORITY** to the **CONTRACTOR** in the event that the **CONTRACTOR** shall, for any reason, other than as specified in Section 3.5 of this **AGREEMENT**: cancel, eliminate, or reduce any route or diminish service or scheduling along any route, except for changes approved by the **AUTHORITY**, minor operational changes made pursuant to Section 3.2 of this **AGREEMENT**, and changes due to normal seasonal route rescheduling identical to such rescheduling in the calendar year prior to the **TERM** or failure to file or implement a plan of corrective action when

required to do so. The **AUTHORITY** may also terminate this contract for any breach by the **CONTRACTOR** that is incurred after fifteen (15) days, as provided in Section 12.5.

Section 12.4 Remedies

In the event of a breach or an alleged breach of this **AGREEMENT** by either party, either party may, by suit, action, mandamus, or any other proceeding, in law or in equity, including specific performance, enforce or compel the performance, or recover damages for nonperformance, of this **AGREEMENT**, or both. Any cost or expense associated with pursuing any such remedy shall not be **ACTUAL OPERATING EXPENSES** under this **AGREEMENT** if the **CONTRACTOR** is the prevailing party in such litigation. Venue of any action to enforce or interpret this **AGREEMENT** shall be in Williamson County, Tennessee.

Section 12.5 Notice and Cure

Neither party may exercise the right to bring any suit, action, mandamus, or any other proceeding pursuant to this **AGREEMENT** without first providing written notice to the other party of the breach or alleged breach, and allowing a period of fifteen (15) days for the curing of said breach or alleged breach; provided, however, that in the event such violation or failure cannot be cured within said fifteen (15) day period notwithstanding diligent and continuous effort by the party receiving notice, and said party shall have promptly commenced to cure the violation or failure and shall have thereafter prosecuted the curing of same with diligence and continuity, then the period for curing such violation or failure shall be extended for such period as may be necessary for curing such violation with diligence and continuity.

ARTICLE 13 – COVENANTS AND REPRESENTATIONS

Section 13.1 General

The **CONTRACTOR** hereby makes the covenants and representations with and to the **AUTHORITY** as described in this Article and hereby agrees to abide by each and every one of them.

Section 13.2 Existence and Power

The **CONTRACTOR** is a duly organized and validly existing non-profit organization, in good standing under the laws of the State of Tennessee, and has the legal power and authority to provide, engage in, and carry out the **TRANSIT SERVICES** and Other Services. The **CONTRACTOR** shall maintain its identity as a non-profit and shall make no attempt to cause its existence to be abolished during the **TERM**.

Section 13.3 Authorization

The **CONTRACTOR** has been duly authorized to execute this **AGREEMENT** by its Board of Directors, and the execution and delivery of this **AGREEMENT** by all of the parties signatory hereto shall constitute a valid and binding obligation of the **CONTRACTOR**, enforceable in accordance with its terms, and the making of and compliance by the **CONTRACTOR** with the terms and conditions of this **AGREEMENT** will not result in any breach or violation of, or default under, any judgment, decree, mortgage, contract, agreement, indenture, or other instrument applicable to the **CONTRACTOR**.

Section 13.4 Approvals Received

All such approvals, consents, permits, licenses, certificates, authorizations, or modifications as may be required to permit the performance by the **CONTRACTOR** of its obligations under this **AGREEMENT** have been obtained from the appropriate governmental authorities or other persons or entities.

Section 13.5 No Material Litigation

No litigation, investigation, or proceeding of or before any court, commission, bureau, agency, unit of Government or subunit thereof, arbitrator, or other instrumentality is pending or, to the knowledge of the **CONTRACTOR**, threatened by or against the **CONTRACTOR**, or against any of its properties or revenues: (a) with respect to this **AGREEMENT**, or (b) that is reasonably likely to have a material adverse effect on the operations, property, or financial condition of the **CONTRACTOR**.

Section 13.6 No Default

The **CONTRACTOR** is not in default under or with respect to any obligation in any respect that could be materially adverse to the business, operations, property, or financial condition of the **CONTRACTOR** or that is reasonably likely to materially adversely affect the ability of **CONTRACTOR** to perform its obligations under this **AGREEMENT**.

Section 13.7 No Burdensome Restrictions

No obligation of the **CONTRACTOR** and no requirement of law materially adversely affect, or insofar as the **CONTRACTOR** may reasonably foresee, may so affect, the business, operations, property, or financial condition of the **CONTRACTOR** or the ability of the **CONTRACTOR** to perform its obligations under this **AGREEMENT**.

Section 13.8 No Sale, Lease, or Encumbrance

The **CONTRACTOR** will not sell, lease, loan, mortgage, or in any manner dispose of the **CITY** Equipment or the Real Property, or any improvements or additions thereto, during the **TERM**.

Section 13.9 Payment Obligations

The **CONTRACTOR** shall pay and discharge all of its obligations and indebtednesses with respect to the **TRANSIT SERVICES** and Other Services and with respect to the **CONTRACTOR** Vehicles and Other **CONTRACTOR** Equipment, if any; provided, however, that any such obligation or indebtedness need not be paid if the validity thereof shall currently be contested in good faith by appropriate proceedings and if the **CONTRACTOR** shall have set aside on its books adequate reserves with respect thereto, except that all such obligations and indebtednesses shall be paid forthwith upon an adverse decision in such proceedings and the exhaustion of available appellate relief with respect thereto.

Section 13.10 Compliance with Agreements

The **CONTRACTOR** shall comply with the provisions of existing leases, contracts, and agreements to which it is a party and that are material to the **CONTRACTOR's** provision of the **TRANSIT SERVICES** and Other Services. The **CONTRACTOR** shall not, without the prior written approval of the **AUTHORITY**,

enter into, renew, fail to renew, modify, or terminate any such contracts, leases, or agreements if such entry, renewal, failure to renew, modification, or termination will impair the performance by the **CONTRACTOR** of the **TRANSIT SERVICES** or Other Services or result in any material increase in **ACTUAL OPERATING EXPENSES** or material reduction in Transit and Other Services Revenues.

Section 13.11 Compliance with Applicable Laws

The **CONTRACTOR** shall comply with all federal, state, and local statutes, laws, rules, regulations, and orders applicable to the **TRANSIT SERVICES** and Other Services.

Section 13.12 Compliance with Grant Conditions

The **CONTRACTOR** shall comply with all conditions of, and all laws and regulations and all **CITY** policies, practices, and procedures applicable to, any federal, state, or local grant received by the **AUTHORITY**, the **CITY**, or by the **CONTRACTOR** at any time with respect to the **TRANSIT SERVICES**, the Other Services, the Equipment, or the Real Property and Facilities.

Section 13.3 Interest of Members of Delegates to, Congress

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this **AGREEMENT** or to any benefit arising from this **AGREEMENT**.

Section 13.4 Restrictions on Lobbying

The **CONTRACTOR** warrants and represents that it will comply, and will require its subcontractors and suppliers to comply, with the requirements of 31 U.S.C. § 1352 and 49 C.F.R. Part 20 regarding use of federal funds for lobbying.

ARTICLE 14 – GENERAL PROVISIONS

Section 14.1 Complete Agreement

This **AGREEMENT**, including the exhibits hereto and the Operating Manual, constitutes the entire agreement between the parties hereto with respect to **TRANSIT SERVICES** and Other Services, and this **AGREEMENT** supersedes any prior agreement between the parties, whether oral or written, with respect to **TRANSIT SERVICES** and Other Services.

Section 14.2 Amendments

No modification, addition, deletion, revision, alteration, or other change to this **AGREEMENT** shall be effective unless and until such change is reduced to writing and executed and delivered by the authorized representatives of each of the parties hereto.

Section 14.3 Notices

Any notice or other communication required or permitted to be given under this **AGREEMENT** shall be in writing and shall be: (A) personally delivered, (B) delivered by a reputable overnight courier, or (C) delivered by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid.

Telecopy notices shall be deemed valid only to the extent that they are: (i) actually received by the individual to whom addressed and (ii) followed by delivery of actual notice in the manner described in either (A), (B) or (C) above within three (3) business days thereafter. Unless otherwise expressly provided in this **AGREEMENT**, notices shall be deemed received at the earlier of: (x) actual receipt, (y) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit, or (z) three (3) business days following deposit in the U.S. mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses as follows:

For Notices and Communications to the **CITY**:

City of Franklin

Attention: Abby McCurry – Traffic Operations Center Operator

109 3rd Avenue South, Suite 133

Franklin, TN 37064

Phone: (615) 791-3218

Email: Abby.McCurry@franklin.tn.gov

For Notices and Communications to the **CONTRACTOR**:

Transportation Management Association Group, Inc.

Attention: Debbie Henry

Address: 708 Columbia Avenue

Franklin, TN 37064

Phone: (615) 790-4005

Email: dhenry@tmagroup.com

By notice complying with the foregoing requirements of this Section, each party shall have the right to change the address, the addressee, or both for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

Section 14.4 Calendar Days and Time

Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving or receiving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday, or Federal or State of Tennessee holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday, or Federal or State of Tennessee holiday. Any reference herein to time of day shall refer to local time for the City of Franklin, Tennessee.

Section 14.5 Governing Laws

This **AGREEMENT** and the rights of the parties hereunder shall be interpreted and enforced in accordance with the internal laws, but not the conflict of laws rules, of the State of Tennessee.

Section 14.6 Changes in Law

Unless otherwise explicitly provided in this **AGREEMENT**, any reference to laws, ordinances, rules, or regulations shall include such laws, ordinances, rules, or regulations as they may be amended or modified from time to time.

Section 14.7 Interpretation

This **AGREEMENT** shall be construed without regard to the identity of the party who drafted the various provisions of this **AGREEMENT**. Moreover, every provision of this **AGREEMENT** shall be construed as though all parties hereto participated equally in the drafting thereof. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

Section 14.8 Severability

The provisions of this **AGREEMENT** shall be interpreted possible to sustain their legality and enforceability as a whole. If any provision of this **AGREEMENT** is construed or held to be void, invalid, illegal, or unenforceable in any respect, the remaining part of that provision and the remaining provisions of this **AGREEMENT** shall not be affected, impaired, or invalidated thereby, but shall remain in full force and effect. The unenforceability of any provision of this **AGREEMENT** in a specific situation shall not affect the enforceability of that provision in any other situation.

Section 14.9 No Third-Party Beneficiaries

Nothing in this **AGREEMENT** shall create, or be construed to create, any third-party beneficiary rights in any person or entity not a signatory to this **AGREEMENT**.

Section 14.10 Counterparts

This **AGREEMENT** may be executed in any number of counterparts, each of which shall be deemed to be an original.

Section 14.11 Independent Contractor

In the performance of the **TRANSIT SERVICES** and Other Services pursuant to this **AGREEMENT**, the **CONTRACTOR** is an independent contractor with the authority to control and direct the performance of the details of the **TRANSIT SERVICES** and Other Services to be performed pursuant to this **AGREEMENT**. All personnel necessary for the **CONTRACTOR's** performance pursuant to this **AGREEMENT** shall be employees of the **CONTRACTOR** or of the **CONTRACTOR's** subcontractors. None of the said personnel shall be deemed for any purpose to be employees, agents, or representatives of the **AUTHORITY** or the **CITY**. No requirement of approval, other provision of this **AGREEMENT**, or subsequent conduct of the **AUTHORITY** or the **CONTRACTOR** shall be construed to create the relationship of principal and agent, partners, or joint ventures between the **AUTHORITY** and the **CONTRACTOR**.

Section 14.12 No Assignment

The **CONTRACTOR** shall not assign either its rights or its obligations under this **AGREEMENT** without the prior written consent of the **AUTHORITY**, which consent may be granted or withheld at the sole discretion of the **AUTHORITY**. Any attempted or purported assignment of such rights or obligations without the prior written consent of the **AUTHORITY** shall be void and of no effect. Any successor to the **CONTRACTOR's** rights under this **AGREEMENT** shall be bound by, and shall comply with, all of the

provisions, conditions, and requirements of this **AGREEMENT**. If the parties wish to allow the assignment of the **AGREEMENT** under certain circumstances, this provision can be modified accordingly.

Section 14.13 Non-Waiver

The **AUTHORITY** shall not be deemed to have waived any right, provision, covenant, condition, or payment under this **AGREEMENT** unless such waiver is in writing and signed by an authorized officer or director of the **AUTHORITY**. No delay or omission by the **AUTHORITY** in exercising any right under this **AGREEMENT**, no failure by the **AUTHORITY** to enforce any provision, covenant, or condition of this **AGREEMENT**, and no payment or receipt of any money by the **AUTHORITY** under this **AGREEMENT** shall operate as a waiver of such right, provision, covenant, condition, or payment, or any other right, by the **AUTHORITY**. All the rights and remedies of the **AUTHORITY** under this **AGREEMENT** shall be cumulative and not exclusive and may be exercised singly or concurrently by the **AUTHORITY**. The waiver or exercise of any remedy by the **AUTHORITY** shall not be construed as a waiver of any other remedy available under this **AGREEMENT** or under general principles of law or equity.

ARTICLE 15 – FEDERAL SUPPLEMENTARY CONDITIONS OF THE CONTRACT

Section 15.1 Project Implementation

- A. No Federal Government Obligations to Third Parties. The **CONTRACTOR** acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the **AGREEMENT**, absent the express written consent by the Federal Government, the Federal Government is not a party to this **AGREEMENT** and shall not be subject to any obligations or liabilities to the **CONTRACTOR**, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the **AGREEMENT**.
 - (1) The **CONTRACTOR** agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by Federal Transit Administration (“FTA”). It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- B. Federal Changes. The **CONTRACTOR** shall at all times comply with all applicable **FTA** regulations, policies, procedures, and directives, including, without limitation, those listed directly or by reference in the Grant Agreement, as they may be amended or promulgated from time to time during the **TERM** of this contract. The **CONTRACTOR's** failure to so comply shall constitute a material breach of this contract.
- C. Suspension and Debarment. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the **CONTRACTOR** is required to verify that none of the **CONTRACTOR**, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The **CONTRACTOR** is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing this agreement, the **CONTRACTOR** certifies as follows: “The certification in this clause is a material representation of fact relied upon by the Client. If it is later determined that the **CONTRACTOR** knowingly rendered an erroneous certification, in addition to remedies available to the Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.” The **CONTRACTOR** agrees to comply with the requirements of 49 CFR 29, Subpart

C while this offer is valid and throughout the period of any contract that may arise from this offer. The **CONTRACTOR** further agrees to include a provision requiring such compliance in its lower tier covered transactions.

D. False or Fraudulent Statements or Claims.

- (1) The **CONTRACTOR** acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and the U.S. Department of Transportation ("**DOT**") regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of the **AGREEMENT**, the **CONTRACTOR** certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the **AGREEMENT** or the **FTA** assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the **CONTRACTOR** further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the **CONTRACTOR** to the extent the Federal Government deems appropriate.
- (2) The **CONTRACTOR** also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by the **FTA** under the authority of 49 U.S.C. § 5307 the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the **CONTRACTOR**, to the extent the Federal Government deems appropriate.
- (3) The **CONTRACTOR** agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by the **FTA**. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section 15.2 Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by the **DOT**, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the **DOT**, as set forth in **FTA** Circular 4220.1 F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all **FTA** mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this **AGREEMENT**. The **CONTRACTOR** shall not perform any act, fail to perform any act, or refuse to comply with any **AUTHORITY** requests which would cause the **AUTHORITY** to be in violation of the **FTA** terms and conditions. Without in any way limiting the foregoing, the federal contract clause attached hereto as EXHIBIT C are included herein by reference if applicable.

Section 15.3 Environmental, Resource Conservation, and Energy Requirements

- A. Energy Requirements. The **CONTRACTOR** agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Tennessee Energy Assurance Plan issued in compliance with the Energy Policy and Conservation Act.

B. Clean Water.

- (1) The **CONTRACTOR** agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The **CONTRACTOR** agrees to report each violation to the **AUTHORITY** and understands and agrees that the **AUTHORITY** will, in turn, report each violation as required to assure notification to the **FTA** and the appropriate U.S. Environmental Protection Agency ("EPA") Regional Office.
- (2) The **CONTRACTOR** also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the **FTA**.

C. Clean Air.

- (1) The **CONTRACTOR** agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The **CONTRACTOR** agrees to report each violation to the **AUTHORITY** and understands and agrees that the **AUTHORITY** will, in turn, report each violation as required to assure notification to **FTA** and the appropriate **EPA** Regional Office.
- (2) The **CONTRACTOR** also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by the **FTA**.

Section 15.4 Drug and Alcohol Testing

The Drug and Alcohol testing provisions apply to this **AGREEMENT**. The **CONTRACTOR** agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, permit any authorized representative of the **DOT** or its operating administrations, the State Oversight Agency, or the **AUTHORITY** to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The **CONTRACTOR** agrees further to certify annually its compliance with Parts 653 and 654 before March 1st and to submit the Management Information System ("MIS") reports before March 1st to the **AUTHORITY**. To certify compliance, the **CONTRACTOR** shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Section 15.5 Transit Employee Protective Agreements

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a contractor recognized by the **FTA** to be a transit operator. Because transit operations involve many activities apart from directly driving or operating transit vehicles, the **FTA** determines which activities constitute transit "operations" for purposes of this clause.

- A. The **CONTRACTOR** agrees to comply with applicable transit employee protective requirements as follows:
 - (1) General Transit Employee Protective Requirements. To the extent that the **FTA** determines that transit operations are involved, the **CONTRACTOR** agrees to carry out the transit operations work on the **AGREEMENT** in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect

the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. Department of Labor (“**DOL**”) guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the **DOL** to the **FTA** applicable to the **FTA** Recipient's project from which federal assistance is provided to support work on the **AGREEMENT**. The **CONTRACTOR** agrees to carry out that work in compliance with the conditions stated in that **DOL** letters. The requirements of this subsection (1), however, do not apply to any contract financed with federal assistance provided by **FTA** either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (2) and (3) of this clause.

- (2) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities. If the contract involves transit operations financed in whole or in part with federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the **AGREEMENT**, the **CONTRACTOR** agrees to carry out the project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), **DOL** guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the **DOL's** letter of certification to the **FTA**, the date of which is set forth in the Grant Agreement or Cooperative Agreement with the state. The **CONTRACTOR** agrees to perform transit operations in connection with the **AGREEMENT** in compliance with the conditions stated in that **DOL** letter.
- (3) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas. If the contract involves transit operations financed in whole or in part with federal assistance authorized by 49 U.S.C. § 5311, the **CONTRACTOR** agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by the **DOL** or any revision thereto. The **CONTRACTOR** also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by the **FTA**.

Section 15.6 Charter Bus and School Bus Requirements

The **CONTRACTOR** agrees to comply with 49 U.S.C. § 5323(d) and 49 CFR Part 604, which provides that recipients and sub recipients of **FTA** assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one (1) of the exceptions at 49 CFR 604.9. Any charter service provided under one (1) of the exceptions must be "incidental" (i.e. it must not interfere with or detract from the provision of mass transportation.) The School Bus requirements apply to this **AGREEMENT**. Pursuant to 49 U.S.C. § 5323(f) and 49 CFR Part 605, recipients and subrecipients of **FTA** assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When

operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Section 15.7 Certification Regarding Lobbying

The **CONTRACTOR** certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the **CONTRACTOR**, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 any federal contract, grant, loan, or cooperative agreement, the **CONTRACTOR** shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions and pursuant with 31 U.S.C. § 1352.
- C. The **CONTRACTOR** shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.] The **CONTRACTOR** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the **CONTRACTOR** understands and agrees that the provisions of 31 U.S.C. § 3801 et seq. apply to this certification and disclosure, if any.

[Signature blocks to follow.]

In WITNESS WHEREOF, the parties have caused this **AGREEMENT** to be made, effective, and executed as of the ____ day of _____, 2024 by their respective authorized officials.

CONTRACTOR:

Name: _____
Title: _____

State of _____
County of _____

Personally appeared before me, the undersigned, a Notary Public of said State and County, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the _____ of _____, and that as such, is authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this ____ day of _____, 2024.

Notary Public
My Commission Expires:

FRANKLIN TRANSIT AUTHORITY:

Name: _____
Chair

State of Tennessee
County of Williamson

Personally appeared before me, the undersigned, a Notary Public of said State and County, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Chair of the Franklin Transit Authority, and that as such, is authorized to execute the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this ____ day of _____, 2024.

Notary Public
My Commission Expires:

EXHIBIT A

[TRANSIT SERVICES]

Service Operations¹

- Current Hours of Operation – Monday through Saturday: 6:00 AM – 6:00 PM (Central Standard Time).
- ADA and Senior Services – The Franklin Transit System offers flexible deviation pick up/drop off services on the fixed route service for ADA, seniors and Medicare customers within $\frac{3}{4}$ miles of the published route.
- Fixed Route Service services the City of Franklin and Cool Springs area to include three (3) routes:
 - Red Route 1 – Runs between Fieldstone Farms and Bradford Drive/Davidson Drive/Dabney Drive;
 - Blue Route 2 (Weekdays Only) – Runs between the Downtown Transit Center, Galleria Mall, and Williamson Medical Center; and
 - Blue Route 2 (Saturday) – Runs between the Downtown Transit Center and Galleria Mall
- Transit On Demand (TODD) – TODD provides pre-arranged curb to curb pick-up and drop off services as well as all-day, same-day access to Franklin's Fixed route public transit service.
- Policies and Practices – Franklin Transit Authority revised their Public Transportation Program Policies and Procedures Driver Manual in June 2020. A copy can be found in the Appendix. Respondents shall specifically note any policies to which they take exception.

Anticipated Scope of Work

The City seeks to retain the services of a qualified and competent service provider to provide operations and maintenance services related to public transit systems. Such services are anticipated to include, but may not necessarily be limited to:

- Planning, marketing, administration, accounting/reporting, management and grant supervision of the Franklin Transit Authority.
- Provide transit services according to the route maps and schedules approved by the Franklin Transit Authority.

¹ The Franklin Transit Authority is or has initiated a transit master plan study for the City of Franklin, Tennessee. This study will yield recommendations that could potentially affect various aspects of operations and expectations outlined in this Agreement, including routes and operating hours.

- Provide maintenance of the City transit equipment, real property and facilities in first-class condition for their intended purposes throughout the term of the Agreement.
- Conduct thorough due diligence on potential sub-recipients and provide ongoing sub-recipient monitoring plan. This may include background checks, references, and past performance evaluations to verify their suitability and reliability.
- Provide operations and storage of City equipment.
- Research and obtain funding sources for the Franklin Transit Authority by identifying local, state, and federal funding source.
- Participate in the Regional Transportation Plan (RTP) and Transportation Improvement Plan (TIP).
- Ensure compliance with all Federal Transit Administration (FTA), Tennessee Department of Transportation (TDOT) guidelines, Franklin Transit Authority and City of Franklin guidelines.
- Additional Activities are listed in the Appendix.

The respondent awarded the purchase will be expected to provide advice to the City about various subjects, including but not limited to:

- Safety and Security. Implementing safety measures and protocols to protect passengers and employees, including well-maintained vehicles, well-lit stations, security personnel, and surveillance systems.
- Accessibility. Ensuring that the transit system is accessible to all members of the community, including people with disabilities, by providing ramps, elevators, and other accommodations.
- Integration and Connectivity. Coordinating with other transit providers in neighboring jurisdictions to create a seamless and integrated transportation network within and around the City.
- Coverage and Reach. Striving to provide service coverage to various neighborhoods and areas,
- Data Analytics. Providing real-time transit information to Franklin Transit Authority and its users, including detailed ridership data for individual stops, arrival times, service updates, and route changes, through various channels like apps, websites, and physical displays.
- Emergency Preparedness. Developing contingency plans and emergency protocols to handle unexpected situations such as natural disasters, accidents or service disruptions.
- Transparency and Accountability. Being transparent about the transit system's operations, finances, and decision-making processes, and being accountable to the City and its residents.

- Continuous Improvement. Regularly evaluate the performance and ridership data of the transit service to seek ways to improve efficiency, customer satisfaction, and overall effectiveness.

Anticipated Deliverables

- General Reporting
 - Service Level and Key Performance Indicator Reporting
 - Assets and Expenses
 - Fare/Funding
 - Monthly Ridership
 - Resources
 - Transit Asset Management
 - Service Data
 - Compliance Report(s)
 - Financial Report(s)
 - Monthly Profit and Loss Statement compared to budget
 - Risk Assessment and/or Incident Reporting
- Sub-recipient Monitoring Plan outlining how firm will oversee the activities of the sub-recipients throughout the project to ensure compliance with the agreed upon terms. Including, but not limited to the following: (i) Financial Reporting, (ii) Performance Reporting, and (iii) Compliance Reporting
- Submit monthly invoices for reimbursement of firm's costs on a timely basis determined by City and/or Franklin Transit Authority with necessary backup documentation provided for personnel and operations costs
- Submit capital purchase invoices on a timely basis determined by City and/or Franklin Transit Authority with necessary backup documentation. City will retain all ownership documents for capital equipment and facilities
- Submit federal and state grant reimbursement requests on a timely basis determined by City and/or Franklin Transit Authority with necessary backup documentation submitted with request provided to City and/or Franklin Transit Authority

EXHIBIT B

Fleetio ID	Name	VIN/SN	License Plate	Type	Location	Current Meter	Year	Make	Model
1582268	107	15GGB301571077799	GY-7477	Bus	1556 Columbia Av	36722	2007	Gillig	Low Floor Bus
1582269	111	1FMCU5K39BKA34074	GZ-5071	SUV	708 Columbia Ave	198361	2011	Ford	Escape Hybrid
1901153	114	1FDDE4FLDDB04924	3673-GC	Bus	1556 Columbia Av	243147	2014	Ford	Starcraft E450
1555261	116	1FDDE4FS9GDC33644	7189-GD	Bus	1556 Columbia Av	210810	2016	Ford	Starcraft E450
1555722	117	1FDDE4FSXHDC06762	2188-GE	Bus	1556 Columbia Av	211882	2017	Ford	Starcraft E450
1555724	119	1FDDE3FS0KDC12258	6935-GF	Bus	1556 Columbia Av	181769	2019	Ford	E-Series Wagon
1582270	120	1FDDE3FS3KDC55556	2244-GG	Bus	1556 Columbia Av	140813	2019	Ford	Starcraft E450
1582271	121	2C7WDGBG4KR792036	7542-GG	Van	1556 Columbia Av	73420	2019	Dodge	Grand Caravan
2856838	123	1FDDE4FN0PDD19757	2481GI	Bus		26011	2023	Ford	Starcraft E450
3316795	124	1FDDE3FN6RDD33610	4567GI	Bus	1556 Columbia Av	2121	2024	Ford	Starcraft Allstar
1582272	215	1FDDE4FS6GDC03761	0542-GD	Bus	1556 Columbia Av	252379	2016	Ford	Starcraft E450
1555725	216	1FDDE4FS2HDC03435	7282-GD	Bus	1556 Columbia Av	184037	2017	Ford	Starcraft E450
1582273	217	1FDDE4FS4HDC07552	2187GE	Bus	1556 Columbia Av	264368	2017	Ford	Starcraft E450
1555726	219	1FDDE3FS3KDC12268	6936-GF	Bus	1556 Columbia Av	159454	2019	Ford	E-350
1582274	220	1FDDE3FS5KDC55557	2245-GG	Bus	1556 Columbia Av	119178	2019	Ford	E-350
2856645	223	1FDDE3FN8DD34819	2480-GI	Bus	1556 Columbia Av	21569	2023	Ford	Starcraft Allstar
3316604	224	1FDDE3FN7RDD33602	4568-GI	Bus	1556 Columbia Av	1745	2024	Ford	Starcraft Allstar
1582275	303	4UZAaubV93CL88474	GV-7458	Bus	1556 Columbia Av	344560	2003	Freightliner	XB Chassis
1555727	316	1FDDE4FS9HDC03433	7283-GD	Bus	1556 Columbia Av	199741	2017	Ford	Starcraft E450
1582276	320	1FDDE4FS2KDC68969	7508-GG	Bus	1556 Columbia Av	102687	2019	Ford	Starcraft E450
1582277	401	2D4RN4DE1AR498600	GZ-5087	Van	1556 Columbia Av	81123	2010	Dodge	Grand Caravan
1582278	403	4UZAaubV03CL88475	GV-7463	Bus	1556 Columbia Av	177383	2003	Freightliner	XB Chassis
1582279	420	1FDDE4FS9KDC68970	7509-GG	Bus	1556 Columbia Av	105518	2019	Ford	E-Series Chassis

Exhibit C

The following federally required contract clauses for transit services and operations are hereby incorporated into the Agreement by reference. In the event of conflicting language between these clauses and other contract provisions, the parties agree that these provisions shall control. In addition, the parties agree to execute any and all certifications required by these clauses are other Federal Transit Administration regulations.

FEDERAL CLAUSES

ACCESS TO RECORDS AND REPORTS

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

CHARTER SERVICE

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that Recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(d);
2. FTA regulations, "Charter Service," 49 C.F.R. part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act,” 49 C.F. R. Part 21 and any implementing requirement FTA may issue.

- 1 **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:
 - a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, “Equal Employment Opportunity,” September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
- 2 **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
- 3 **Nondiscrimination on the Basis of Age.** The “Age Discrimination Act of 1975,” as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

- 4 **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations,

“Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities

of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order

11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal

laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c) See Public Law 115-232, section 889 for additional information.
- d) See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

1. U.S. DOL Certification. Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Special Warranty. When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
3. Special Arrangements. The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- (a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- (c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- (d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.
- (e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt 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 that loan insurance or guarantee.

Certification and disclosure.

- (a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.
- (b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs

(a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded.

Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

SCHOOL BUS OPERATIONS

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 U.S.C. § 5323(f);
2. FTA regulations, “School Bus Operations,” 49 C.F.R. part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

1. Bar the Contractor from receiving Federal assistance for public transportation; or
2. Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

SUBSTANCE ABUSE REQUIREMENTS

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 and to submit the Management Information System (MIS) reports to the Agency.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the

control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

- (1) The contractor certifies that it:
 - (a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months. If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.
- (2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreements.

VETERANS' HIRING PREFERENCES

Veterans Employment - Construction contracts of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
- (c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

**FRANKLIN TRANSIT AUTHORITY
BOARD ACTION ITEM**

Item Number: 6-18-24-4

Meeting Date: June 18, 2024

Item Title: Consideration of FY 2024-25 Franklin Transit Budget

BACKGROUND

Attached is the FY 2024-25 Transit Budget for your consideration. The budget has been included into the City of Franklin's FY2024-25 Budget.

STAFF RECOMMENDATION

Staff recommends that the Franklin Transit Authority approve the FY 2024-25 Franklin Transit Budget.

Approved _____
Board Officer

Date

Description	2024 Estimated		2025 Budget
	2024 Budget	Actual	
COF Transit Operating	694,473.51	676,662.47	837,775.80
Fares	68,000.00	56,000.00	68,000.00
Fares - MicroTransit Service	35,000.00	-	35,000.00
Special Events	45,000.00	25,000.00	30,000.00
Building & EquipRent	9,700.00	9,700.00	9,700.00
Recov. For Liab & Dmg	-	811.55	1,000.00
State Grant Funds	290,350.00	294,794.00	304,148.00
CMAQ - for MicroTransit 75%	378,931.49	-	376,546.00
Federal Grant Funds	2,083,464.00	1,942,985.00	2,048,440.00
Total Revenues	<u>3,604,919.00</u>	<u>3,005,953.02</u>	<u>3,710,609.80</u>
Salaries	1,801,197.14	1,539,905.69	1,944,300.29
Fica/Med	135,781.40	117,802.79	148,738.97
Employee Benefits	264,930.15	246,803.52	395,323.75
Workers Comp	19,254.11	14,240.98	19,907.19
Uniforms	4,000.00	10,000.00	7,000.00
Marketing/Outreach MicroTransit	50,000.00	-	57,500.00
Professional Services Transit	120,209.00	66,875.16	86,150.00
Transit Building Maintenance	65,000.00	49,554.08	35,000.00
Transit Vehicle Maintenance	301,600.00	264,591.68	300,100.00
Transit Center Cleaning	26,000.00	24,556.80	26,000.00
Transit Safety	25,000.00	1,500.00	5,000.00
IT Support	40,000.00	40,000.00	40,000.00
Transit Security	6,000.00	2,392.00	4,000.00
Transit Surveillance	2,500.00	3,559.80	4,000.00
Legal Fees	5,000.00	150.00	-
Transit-DAM Compliance	4,500.00	5,000.00	5,500.00
Payroll Fees	6,037.20	7,375.00	8,361.60
Fuel	235,500.00	172,469.80	213,000.00
Postage & Supplies (G&A)	12,700.00	25,450.00	1,000.00
Transit Maint. Fac - Utilities	35,000.00	43,186.12	36,000.00
Radio Communications	10,000.00	540.00	-
Vehicle Insurance	162,000.00	153,018.76	158,000.00
Transit General Liability	16,500.00	16,081.72	18,000.00
Payouts for Insured Liab Damag	7,500.00	-	8,500.00

Description	2024 Estimated		2025 Budget
	2024 Budget	Actual	
Errors & Omissions Liability	11,000.00	12,249.00	13,500.00
Insurance General Office	17,000.00	16,639.42	18,100.00
Property Taxes	650.00	-	-
Dues, Subs, Tuition	30,000.00	19,291.93	20,000.00
Meetings	2,500.00	356.08	700.00
Travel & Training	6,000.00	5,310.32	5,000.00
Equipment - Transit Other	3,000.00	9,474.94	10,500.00
Bank/Credit Card Charges	1,800.00	329.14	450.00
Education/Community Outreach	10,000.00	-	-
Print Advertising	15,000.00	15,000.00	6,000.00
Radio Advertising/Web	6,600.00	6,250.00	6,250.00
Recruitment	16,000.00	7,365.66	7,000.00
Printed Brochures & Pieces	5,000.00	7,500.00	7,500.00
Transit Maint. Facility-Rent	41,000.00	40,256.04	40,256.00
Office Rent	8,160.00	8,640.00	8,160.00
Equipment Lease	6,000.00	6,100.00	6,100.00
Tracking Software - Micro	65,000.00	11,924.00	13,000.00
Depreciation - Transit Off Equ		26,712.40	26,712.00
Equipment Other - ADA	1,000.00	-	-
Printed Broch & Pieces - ADA	500.00	-	-
Total Direct Expenditures	3,604,919.00	3,005,952.82	3,710,609.80
Total Indirect Expenditures	-	-	-
Total Expenditures	3,604,919.00	3,005,952.82	3,710,609.80
Net Income/Loss	-	-	-

Revenue			
Federal 5307 Planning	80,000.00	25,600.00	80,000.00
State 5307 Planning	10,000.00	3,200.00	10,000.00
COF Planning Cost Share	10,000.00	3,200.00	10,000.00
Total Revenue	100,000.00	32,000.00	100,000.00
Zero Emission Study Match			
Planning/Transit	100,000.00	32,000.00	100,000.00

Description	2024 Estimated		
	2024 Budget	Actual	2025 Budget
Revenue			
Federal 5307 Capital Expenditu	536,000.00	209,700.00	328,000.00
State 5307 Capital Expenditure	67,000.00	26,210.00	41,000.00
COF Capital Cost Share	67,000.00	26,215.03	41,000.00
Total Revenue	670,000.00	262,125.03	410,000.00
Equipment - Transit	-		-
Capital Rolling Stock	200,000.00	262,125.03	300,000.00
Cameras for Vehicles	440,000.00		50,000.00
Transit Shelters	30,000.00		60,000.00

COOL SPRINGS MICRO TRANSIT PILOT UPDATE



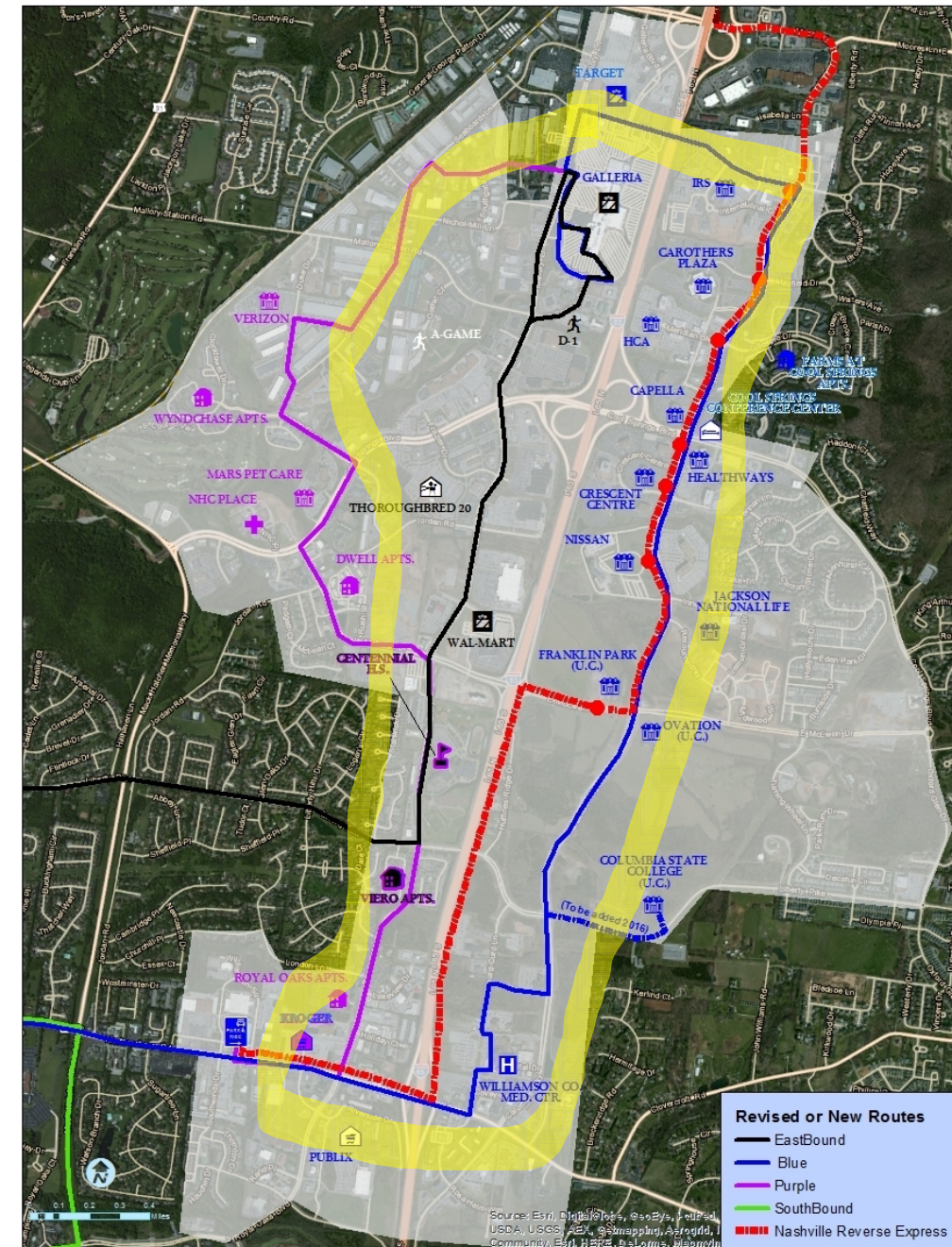
- Competitive Project proposal presented to CMAQ – Federal Highway Administration by TMA Group for Franklin Transit.
- Total award for eligible cost \$1,781,825 (3 year pilot)
 - CMAQ – FHWA \$1,425,460
 - TDOT – 178,182
 - Local – 178,182
- Approved by Franklin Transit Authority Board
- Project delay due to pandemic, supply chain issues and driver labor shortage.
- Scheduled to begin in 2024



MICROTRANSIT IS AN UPDATED FORM OF SHARED, ON DEMAND PUBLIC TRANSPORTATION THAT USES AN APP TO BOOK RIDES IN SELECTED SERVICE ZONES. IT IS AN UBER LIKE CUSTOMER EXPERIENCE



The Experience

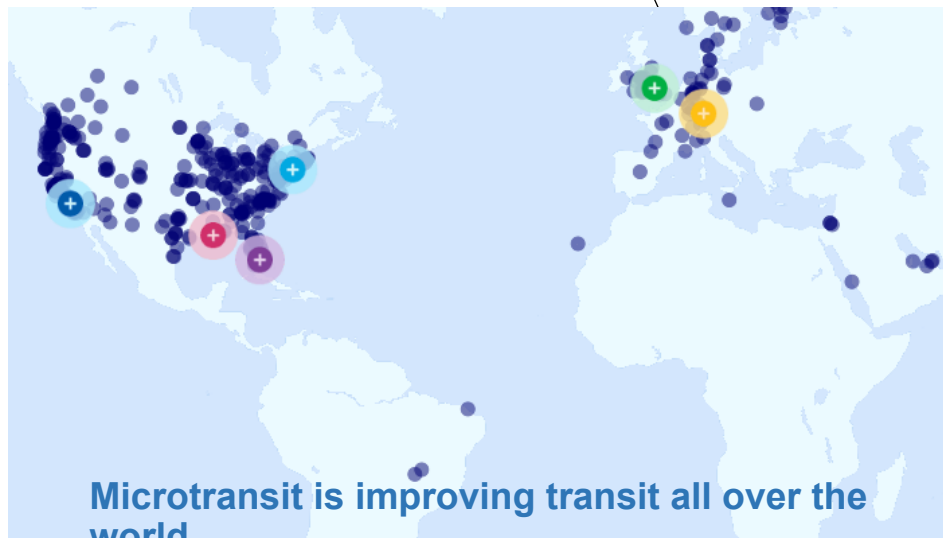


Cool Springs Zone



PROJECT MILE STONES

- Research and multiple stimulations completed.
 - Carried out by Transloc – Ford Mobility and VIA
 - Mature product goal of 30 to 45 passenger trips per day per vehicle.
 - CMAQ award flexed to FTA funding by Sharmila
 - VIA is Best in Class microtransit software
 - Received approval by the FTA procurement office to proceed with VIA contract
 - Negotiated with Williamson County to repurpose VanStar vehicles to this pilot project. Proposal to be voted on by Williamson County on June 10th.
- In Progress to be completed
- complete contract with VIA, determine VIA project pipeline date, designer working on brand name, logo, vehicle look, pricing, marketing campaign, operations training, launch. TDM sales.



COOLSPRINGS MICROTRANSIT POWERED BY TMA GROUP & VIA



Microtransit supports better-functioning public transportation that is more financially efficient, operationally effective, and complete. It helps agencies offer more service for less cost, providing greater utility/amenities for the same dollars or by doing what it currently does more cost-efficiently. Microtransit reduces the cost of providing transit to less dense or less productive routes (Note: For high-capacity areas, fixed-route buses are the most cost-effective way to offer transit; however, for lower-capacity areas where transit is still needed, microtransit offers a way to provide service.



COOL SPRINGS

Multimodal Transportation Network Study

FINAL REPORT

JUNE 2015

COOL SPRINGS

Multimodal Transportation Network Study

Conducted by TranSystems, Inc.

www.transystems.com



EXPERIENCE | Transportation

On behalf of The TMA Group

708 Columbia Avenue, Franklin TN 37064

www.tmagroup.org



Funding provided by:

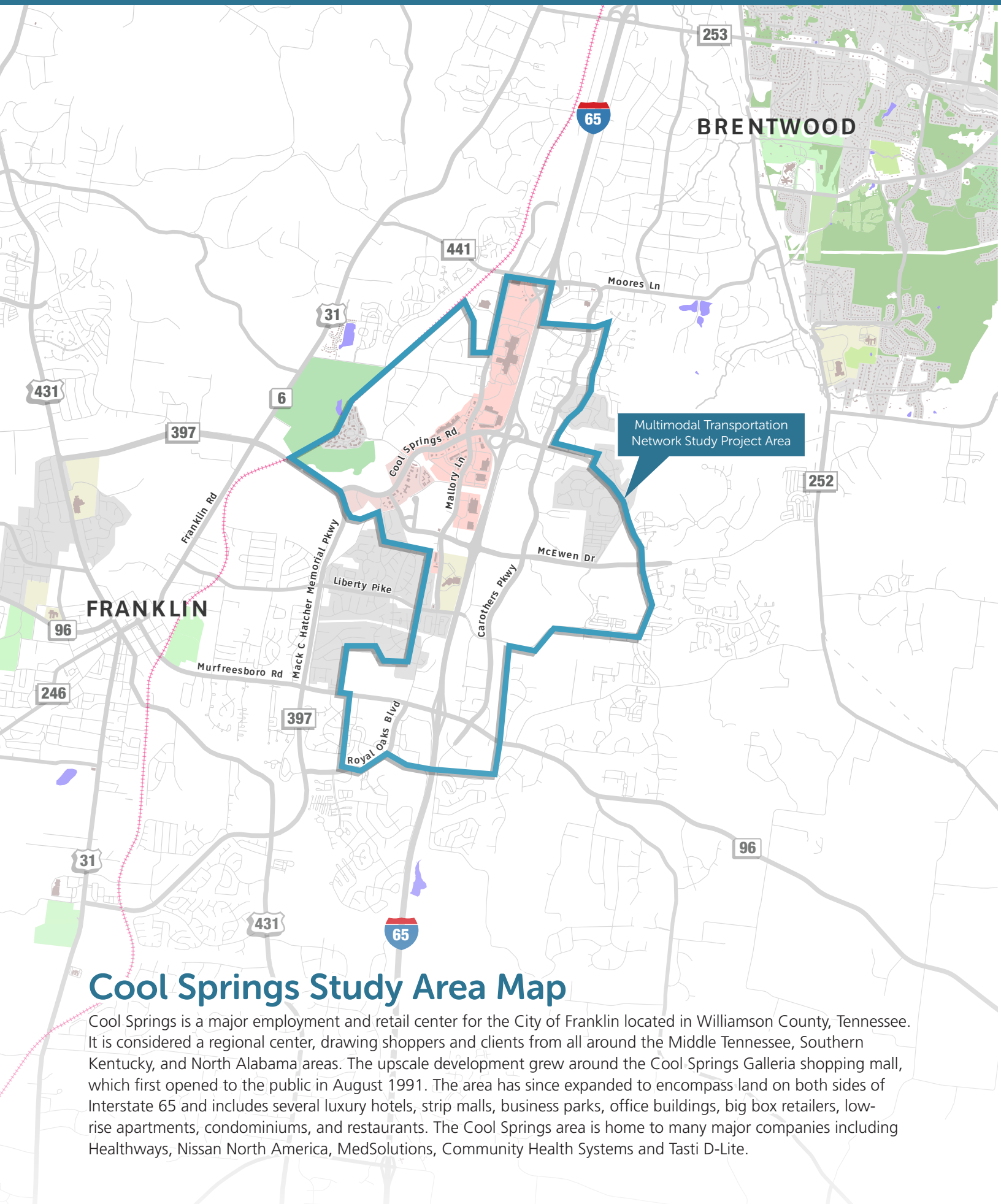
Federal Transit Administration,

State of Tennessee, and City of Franklin

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Cool Springs Study Area Map

Cool Springs is a major employment and retail center for the City of Franklin located in Williamson County, Tennessee. It is considered a regional center, drawing shoppers and clients from all around the Middle Tennessee, Southern Kentucky, and North Alabama areas. The upscale development grew around the Cool Springs Galleria shopping mall, which first opened to the public in August 1991. The area has since expanded to encompass land on both sides of Interstate 65 and includes several luxury hotels, strip malls, business parks, office buildings, big box retailers, low-rise apartments, condominiums, and restaurants. The Cool Springs area is home to many major companies including Healthways, Nissan North America, MedSolutions, Community Health Systems and Tasti D-Lite.

Cool Springs Multimodal Transportation Network Study

1. Executive Summary

The Cool Springs Multimodal Transportation Network Study began August 2014 with the objective of improving the mobility options in the Cool Springs area of Franklin, Tennessee. The study area roughly parallels I-65 between Moores Lane and Murfreesboro Road. The principal north-south roads in the area are Carothers Parkway and Mallory Lane. Cool Springs Boulevard, McEwen Drive, and Liberty Pike are other major arterials in the area. See study area map. As background information, an Existing Conditions Report (11-4-14) was prepared at the beginning of the study and is located in the Appendix.

A Brief Overview

The Cool Springs area has seen rapid employment and residential growth in the past two decades, and multiple corporations have located in the area. In addition, several large scale mixed use developments are either proposed or under construction along Carothers Parkway. The existing transportation infrastructure already experiences high levels of congestion even though the area has yet to be fully built out. The TMA Group, the local public transportation provider and administrator of the vanpool and rideshare program throughout Middle Tennessee, recognizes attempting to build a way out of traffic congestion will negatively impact the very “quality of life” that has attracted so many residents and companies to the Cool Springs area in the first place. Instead, it is crucial to address the problem through a multimodal approach incorporating transit riders, bicyclists, pedestrians, and transportation demand management strategies in the solution. The TMA Group contracted with TranSystems to conduct the study. The following document is the result of that collaboration. In addition, as part of the study there was extensive public input. Stakeholder interviews were conducted and almost 100 attendees participated in a full day of public involvement meetings on April 28, 2015. A survey was also distributed and made available online. Over 200 people responded. The results of the public input process are located in Chapter 9 of this report.

In the Short Term

Short-term recommendations for the Cool Springs Multimodal Transportation Network Study focus on increasing local mobility. Three options are presented for extending and reconfiguring local Franklin Transit routes to better serve the Cool Springs area. All the options also add additional express service from Nashville, and a free lunchtime shuttle. The first option adds additional arterial routes along Seaboard Lane, and Carothers Parkway, as well as rerouting the EastBound and SouthBound routes. The second option creates a flex route along Carothers Parkway to directly serve residents and employees east of I-65 with more demand responsive serve. The third option creates a large dual direction loop that would circulate riders throughout the entire study area. Other recommendations relate to infrastructure and rolling stock improvements and include enhancing area bus stops with shelters and concrete pads, establishing a new park and ride lot, and increasing transit capacity by using 30-foot buses instead of cutaway vehicles. Addressing multimodal alternatives, the report also recommends that in the short term, additional bike lanes and off-street trails be added to better connect existing bike routes, and pedestrian infrastructure improvements be added, such as, pedestrian refuges, curb bumpouts and better signalization at intersections to enhance safety. The report also recommends working closely with area employers, property managers, and developers to establish a transportation demand management program.

Medium Term Recommendations

The medium-term recommendations build on the short term recommendations and focus on regional connectivity. With a robust local multimodal system now in place, an express bus network is envisioned to better connect Cool Springs with surrounding areas. Peak hour routes from Nashville, Spring Hill/Columbia, Murfreesboro, and Antioch would connect to whichever local transit option was chosen at a new Transit Center to be located east of I-65 in a location to be defined. The Transit Center would serve multimodal connections, allowing express and local bus riders to connect with vanpools, airport shuttles, carsharing and bikesharing stations, and intercity bus lines. Other infrastructure improvements include adding Transit Signal Priority (TSP) to intersections within the Cool Springs study area, and equipping buses with Automatic Vehicle Locator (AVL) technology with the ability to be accessed by the public. Bike and pedestrian enhancements would focus on connecting Cool Springs with the rest of Franklin, especially Downtown, and with the rest of the region.

Long Term Recommendations

Long-term, the Cool Springs Multimodal Transportation Network Study recommends converting the express route buses to run all day and on weekends instead of just in the peak times, and for a light rail or bus rapid transit (BRT) line to be established to connect Franklin with Nashville. In addition, for better access, the report proposes pedestrian bridges across I-65 to bridge both sides of the Interstate.

Evaluation Criteria

An evaluation matrix for the three local transit options, along with detailed cost breakdowns of the pedestrian, bicycle, and transit improvements proposed in each stage is included in this report. The cost breakdowns include both capital and operating costs, and make a distinction between ongoing and startup costs of the system. The report concludes with a compendium of current and innovative funding options that could be used to fund the recommendations included in the report.

2. Purpose and Need

What is the Purpose for the Proposed Action?

Rapid development is taking place in the Cool Springs area of Franklin, TN where currently very few transportation alternatives exist. The development of a multimodal transportation network will provide transportation options for employers, employees, residents, students, and visitors to get to and from work, shopping, recreation, and other activities. The Cool Springs Multimodal Transportation Network Study identifies short-term, medium-term, and long-term activities related to developing a sustainable set of transportation options for this high growth area. This includes bus alternatives such as fixed route, express bus, demand response, flexible routes, and circulators; rail transit; park and ride, pedestrian and bicycle infrastructure; ridesharing alternatives including vanpools, carpools, taxis, and transportation network companies such as Uber and Lyft; and physical infrastructure modifications to accommodate the safe movement of transit riders, pedestrians, bicyclists.



Projects Proposed and/or Under Construction in Cool Springs Area
Image Sources: <http://www.franklinparkcs.com/>; <http://www.ovationcoolsprings.com/>

What is the Need for the Proposed Action?

Cool Springs has been experiencing significant population and employment growth over the last 20 years and is now a major employment and retail center for the Middle Tennessee Region. The Cool Springs area includes several luxury hotels, shopping centers including the Cool Springs Galleria, business parks, office buildings, big box retailers, and single and multi-family housing. Major corporations including Community Health Systems (4,300 employees), Williamson Medical Center (1,440), Healthways (1,160 employees), Nissan (1,600 employees) and Verizon Wireless (1,300 employees) have their North American or state headquarters within the Cool Springs study area. Employment is projected to grow between 2012 and 2040 by 69%.

Currently, there are very few alternatives to single occupant vehicle travel in the Cool Springs area. To accommodate future growth in the area, a robust, sustainable set of mobility options needs to be considered to address the increasing congestion in the corridor and to further enhance the economic development and land use opportunities. The following contains a description of the transportation problems that will be addressed as a result of the proposed action:

- **Need to Reduce Roadway Congestion in the Cool Springs Area:** Congestion on the roadways continues to increase as new office, retail, hotel and residential developments continue to be built. In order to maintain an acceptable level of service (LOS) given future (2025) traffic projections, several intersection and roadway improvements are needed, including widening Carothers Parkway from four to six lanes. The introduction of a range of multimodal options is expected to delay or prevent the need for roadway widening.
- **Need to Provide Increased Mobility Options for Employers and Employees:** Today there are very limited transportation options to access Cool Springs destinations. Employees travel from several locations both within and outside the City of Franklin. Multimodal solutions are needed to address the growing need of employees to get to their place of employment. These solutions need to address not only the work commute but also provide alternatives for travel during the day, including the lunchtime hour.
- **Need to Support Economic Development Opportunities in the Corridor:** Cool Springs has developed into a regional and national employment and retail center. The transportation infrastructure is already stressed in its capacity to support future growth. Without solutions, there is a potential negative impact on future economic development.
- **Need to Protect the City of Franklin's Quality of Life:** Environmentally friendly solutions are important to protect the City of Franklin's quality of life and the residents and employees living and working in Cool Springs. "Green" transportation solutions that support active and healthy lifestyles are important to the region.

Goals and Objectives

In order to achieve the Purpose and Need for the Multimodal Transportation Network the following Goals and Objectives have been identified:

GOAL 1:

Provide Alternative Transit Solutions to Serve and Attract More Riders

Objectives:

- Introduce a range of transit options to allow for more choices of travel
- Establish transit connections to areas outside the study area
- Increase transit access for lower wage and lower income workers
- Attract choice riders by offering creative transit solutions
- Reduce transit on demand (TODD) trips to and from the Cool Springs area by increasing ridership on other services
- Support ITS solutions such as transit signal priority, queue jumping, and real time bus arrival information to make transit a more reliable mode choice
- Investigate longer term transit solutions included dedicated transit lanes and commuter rail options

GOAL 2:

Encourage Multimodal Transportation Options

Objectives:

- Support a full bike route network that connects people to popular origins and destinations within Cool Springs and the Franklin area
- Encourage bikeshare programs and bicycle amenities including bike racks and shower facilities
- Install infrastructure to support pedestrian and bicycle access including a full network of sidewalks on both sides of every street and pedestrian intersection improvements
- Allow for easier access for travelers outside the City by providing park and ride lots in key locations
- Create new opportunities for ridesharing including carpooling
- Promote other transportation demand management (TDM) alternatives
- Work with the City of Franklin to create an ordinance to designate that parking spots in “prime” locations at large retail and office developments be reserved for carpools and vanpools

GOAL 3:

Identify Transit Funding Strategies

Objectives:

- Work with city, county, and state officials to identify dedicated funding solutions for local and regional transportation alternatives
- Create public-private partnerships to fund transportation alternatives and infrastructure

GOAL 4:

Partner with Employers to Promote Multimodal Options to Get to Work

Objectives:

- Use The TMA Group's transportation demand management programs as a platform to encourage workplaces to institute flexible work times and telecommuting options
- Create a well-publicized awards system for employers who encourage employees to use shared or non-motorized transportation options to get to work
- Promote employer use of commuter tax benefits for their employees (Section 132(f) of the IRS tax code)

GOAL 5:

Encourage Best Practices in the City of Franklin

Objectives:

- Partner with city and county staff to identify best practices to regulate traffic and reduce traffic congestion through ordinances such as a commute trip reduction ordinance or similar regulations
- Support traffic calming measures that are intended to reduce speed and enhance the street environment for non-motorists



Current Franklin Transit Center

3. Short-Term Alternatives

The need for transportation alternatives in Cool Springs is critical. By managing transportation demand, the area will continue to grow in a way that allows people of all ages and income levels to have the ability to travel within and outside the area without relying only on single occupant vehicles. By implementing the short-term service alternatives proposed here, a network of services can begin to be built allowing for the longer term vision of Cool Springs as being a vibrant, forward-thinking model of a new edge city to continue.

These short-term recommendations are designed to be implemented within five years of the plan's adoption.

Transit Options

Below are three options for transit in the area, with each option showing a combination of new services, service revisions, and improved headways and service spans. One thing that should be considered is that all of these options expand the current route network to a point where the previously naming convention for routes should be changed. Routes can be either numbered or color-coded as shown below for new services. The service spans and headways along with the cost in additional hours and vehicles will be shown on a chart at the end of each subsection.

Arterial Route Options

East Bound Route

The Route would be extended south to the Franklin Transit Center. This would enable riders to use the well-appointed waiting room at the Transit Center, and not have to use their arriving bus as a “shelter” while waiting for their connection at the Factory. This would create a one-seat ride connecting the two major Franklin retail centers: Historic Downtown Franklin and the Cool Springs Galleria.

The layover location would be at the cutout in front of the Transit Center, with the bus proceeding back northward via South Margin, Cummins, and Church Streets.

The Route would be further streamlined by eliminating the two one-way loops in the Cool Springs area and replacing them with two new dual-direction arterial routes. This will decrease the time bus riders will need to reach their destinations, as well as make the route more understandable for new riders. The route will continue to serve the retail establishments along Mallory Lane north of Liberty Pike.

Transfers would be available between the South Bound and West Bound routes, as well as the new Blue Route, at the Franklin Transit Center; the Purple Route at all stops on Mallory Lane between Liberty Pike and West McEwen Drive; and both the Blue and Purple Routes at the Galleria.

South Bound Route

The Route would no longer end at The Factory as it would terminate at the Franklin Transit Center instead. In addition, this route would no longer serve the Cool Springs area, proceeding west after reaching Murfreesboro Road. The layover location would be at a cutout on 9th Avenue just west of Columbia. Timed transfers would be available between the East Bound and West Bound routes, as well as the new Blue Route, at the Franklin Transit Center.

In this scenario, this route, which has the lowest ridership in the system, should be looked at for possible restructuring in the future.

Blue Route

This new Route would be a direct route between the east side of the Cool Springs study area and Downtown Franklin. Given this direct route, there may be significant demand for lunchtime riders. To encourage this ridership, frequent midday service will be provided, with sponsored free fares between 11:00 AM and 1:00 PM. The route would start at the Franklin Transit Center, with its first stop being on the east side of Columbia Avenue at Church Street. The route would proceed via Church Street to Murfreesboro Road, where it would run to the Williamson Medical Center, entering and exiting the facility in the same manner as the East Bound Route currently does. The route would continue up Carothers Parkway to Bakers Bridge Avenue, and then enter the Galleria property from the north. When Columbia State Community College opens its campus on Liberty Pike in 2016, the route will serve that location as well. While the route's final east bound stop would be at mall entrance next to the Belk Home Store, no layover would be taken there, as the bus would proceed back Downtown via the same routing.

Timed transfers would be available between the East Bound, South Bound and West Bound routes, at the Franklin Transit Center; Route 91X, the Nashville Reverse Express Route; the Purple Route at Southwinds Boulevard and Murfreesboro Road; and both the East Bound and Purple Routes at the Cool Springs Galleria.

Purple Route

This new Route would exist entirely within the Cool Springs study area, primarily serving the light industrial area along Seaboard Lane, and also dense housing clusters along Mallory Lane, West McEwen Drive, and Aspen Grove Drive. Taking its layover in the Williamson Square parking lot, its first northbound stop would be at Southwinds Boulevard and Murfreesboro Road. The route would then proceed via Murfreesboro Road, North Royal Oaks Blvd, Mallory Lane, West McEwen Drive, Cool Springs Boulevard, Aspen Grove Drive, Seaboard Lane, Duke Drive, Mary Lindsay Polk Drive, Seaboard Lane, and Crossroads Boulevard, entering the Galleria to the west. While the route's final north bound stop would be at mall entrance next to the Belk Home Store, no layover would be taken there, as the bus would proceed back to Williamson Square via the same routing, where it would take its layover.

Reverse Express Route

For service to and from outside the area, a new express route would be established between the current Park & Ride facility and downtown Nashville. The service would recycle two buses from the current 91X service (which will not change), with three morning and three evening rush hour only trips. Arrival and departure times from Nashville buses will be timed to allow riders to transfer to the Purple Route for those riders wishing to access businesses along Seaboard Lane. The route would run express from Music City Central, the main downtown transfer hub for the MTA. Exiting I-65 at Moore's Lane, the route would make limited local stops along Carothers Parkway at major employment centers, including at Bakers Bridge Avenue, Mayfield Drive, Meridian Boulevard, Cool Springs Boulevard, Crescent Centre, Nissan Way, and East McEwen Drive, where it will reenter I-65, exiting again at Murfreesboro Road to continue its journey to the Park & Ride.

Night Route

For late night riders, a new route would operate between 8:00 PM and 10:00 PM. This route would primarily serve second shift retail and restaurant workers who do not currently have a ride home if they take transit to work. The route would operate fixed route service on Mallory Lane to Liberty Pike, after which it would be authorized to drop passengers off at any stop within the Franklin Transit system, via flexible routing. There is a possibility that the demand for this route becomes consistent and concentrated enough so that a fixed route could be developed to serve popular stops.

Table 1: Arterial Route Options Service Statistics

Weekday								
Route	Proposed Span	Current Span	Proposed Headway			Current Headway	Additional Service Hours	Additional Vehicles
			Peak (7-9PM; 3-6PM)	Midday (11AM-1PM)	All Other Times			
East Bound	6AM-8PM	7AM-6PM	30	30	60	60	11	1
South Bound	8AM-4PM	same	60	60	60	60	0	0
Purple	6AM-8PM	New route	60	60	60	New route	14	1
Blue	6AM-8PM	New route	30	15	60	New route	26	4
91X	3 morning and 3 evening trips	Same	Varies	No service	No service	Varies	0	0
Nashville Reverse Express	3 morning and 3 evening trips	New route	60	No service	No service	New route	4	1
Night Route	8PM-10PM	New route	No service	No service	60	New route	2	0
Total Additional Service Hours							57	7

Saturday						
Route	Proposed Span	Current Span	Proposed Headway	Current Headway	Additional Service Hours	Additional Vehicles
East Bound	6AM-8PM	9AM-6PM	60	60	5	0
South Bound	No service	No service	No service	No service	None	0
Purple	9AM-6PM	New route	60	New route	9	1
Blue	9AM-6PM		30	New route	9	1
91X	No service	No service	No service	No service	None	0
Nashville Reverse Express	No service	No service	No service	No service	None	0
Night Route	8PM-10PM	New route	60	New route	2	0
Total Additional Service Hours					25	2

Arterial Route Options - Additional Annual Costs						
Route	Additional Weekday Hours	Additional Saturday Hours	Additional Operating Cost	Additional Vehicles Needed	Total Year One Capital Costs	Total Year One Capital Costs ¹
East Bound	11	14	\$310,500	2	\$680,000	\$990,500
Purple	14	9	\$400,800	1	\$340,000	\$740,800
Blue	26	9	\$740,700	4	\$1,360,000	\$2,100,700
Nashville Reverse Express	4	0	\$96,900	0	0	\$96,900
Night Route	2	2	\$60,800	0	0	\$60,800
Total			\$1,609,700		\$2,380,000	\$3,989,700

¹ Costs are rounded up to the nearest \$100

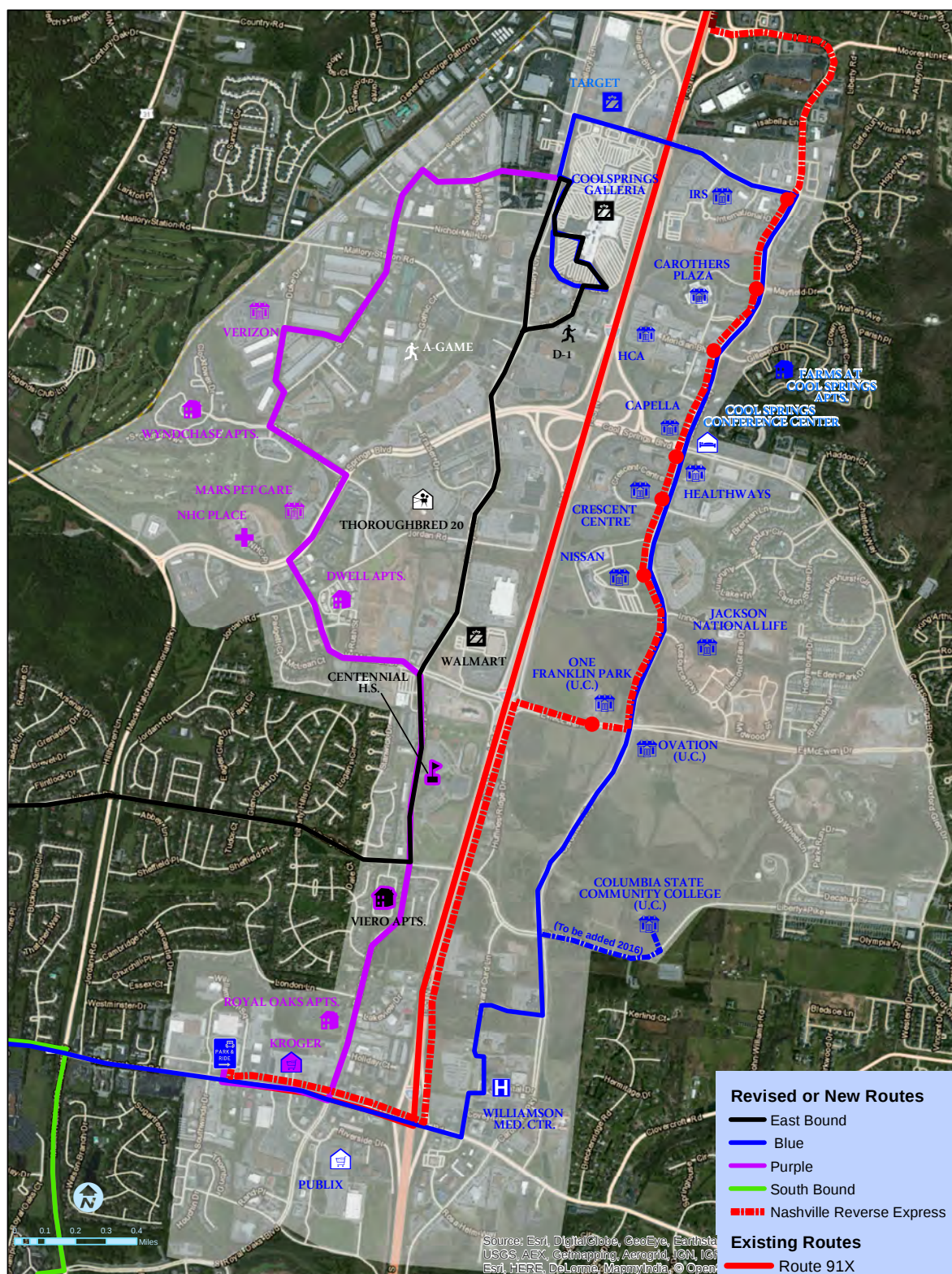


Figure 1: Arterial Route Options Map

Arterial Route Cost Summary

The total startup cost for transit would be around **\$4 million** for the first year, with subsequent years being around **\$1.6 million**.

Below are the bare minimum costs for the Arterial Option if:

- Service begins using the current equipment type - Cutaway vehicles
- The frequency of service is reduced - 30-minute service during morning and afternoon peak hours only
- No night route

Startup Costs Year One: \$2.8 million

Operating Costs Subsequent Years: \$1.4 million

Below are the bare minimum costs for the Arterial Option if:

- Service begins using the current equipment type - Cutaway vehicles
- The frequency of service is reduced - 60-minute service all day and
- No night route

Startup Costs Year One: \$1.6 million

Operating Costs Subsequent Years: \$1.1 million

Flex Route Options

East Bound Route

The Route would be extended south to the Franklin Transit Center. This would enable riders to use the well-appointed waiting room at the Center, and not have to use their arriving bus as a “shelter” while waiting for their connection at The Factory. This would create a one-seat ride connecting the two major Franklin retail centers: Historic Downtown Franklin and the Cool Springs Galleria.

The layover location would be at the cutout in front of the Transit Center, with the bus proceeding back northward via South Margin, Cummins, and Church Streets.

The Route would be further streamlined by eliminating the one way Liberty Pike–Carothers Parkway–Murfreesboro Road–North Royal Oaks Blvd as well as the Mallory Lane portion of the route north of Walmart. These areas would be covered by a new flex route. Instead of using Mallory Lane to reach the Galleria, the route would then proceed via Murfreesboro Road, North Royal Oaks Blvd, Mallory Lane, West McEwen Drive, Cool Springs Boulevard, Aspen Grove Drive, Seaboard Lane, Duke Drive, Mary Lindsay Polk Drive, Seaboard Lane, and Crossroads Boulevard, entering the Galleria to the west. While the route’s final north bound stop would be at mall entrance next to the Belk Home Store no layover would be taken there, as the bus would proceed back to central Franklin via same routing. Timed transfers would be available between the South Bound and West Bound routes at the Franklin Transit Center and the flex route at the Galleria.

South Bound Route

The route would no longer end at The Factory, as it would terminate at the Franklin Transit Center. In addition, this route would no longer end at the former K-Mart but would terminate at the Williamson Medical Center. The layover location would be at a cutout on 9th Avenue just west of Columbia Avenue. Timed transfers would be available between the East Bound and West Bound routes at the Franklin Transit Center. The Williamson Medical Center would see transfer possibilities to Route 91X and the flex route.

New Flex Route

This new route would operate fixed route service via Carothers Parkway to Bakers Bridge Avenue, and then enter the Galleria property from the north. Given the connection to the Galleria, there may be significant demand for lunchtime riders. To encourage this ridership, frequent midday service will be provided, with sponsored free fares between 11:00 AM and 1:00 PM. The route would be able to “flex” within a predetermined area in response to rider requests, either on board or by telephone. Much like the TODD service, off-route requests for pickups would need to be made in advance, but only at an hour minimum. Subscription service would be available for those riders as well.

Timed transfers would be available between the East Bound and West Bound routes at the Franklin Transit Center. The Williamson Medical Center would see transfer possibilities between Route 91X and the South Bound Route.

Route 91X

The Route 91X would now end at a new park and ride near Williamson Medical Center, at a location to be determined. The service would add six reverse direction express trips, recycling two buses in both the morning and afternoon peaks. The route would run express from Music City Central, the main downtown transfer hub for the MTA.

Arrival and departure times from Nashville buses will be timed to allow riders to transfer to the flex route for those riders wishing to access businesses along Carothers Parkway.

Night Route

This route would operate the same way as in the Arterial Route option.

Table 2: Flex Route Options Service Statistics

Weekday

Route	Proposed Span	Current Span	Proposed Headway			Current Headway	Additional Service Hours	Additional Vehicles
			Peak (7-9PM; 3-6PM)	Midday (11AM-1PM)	All Other Times			
East Bound	6AM-8PM	7AM-6PM	30	30	60	60	11	1
South Bound	8AM-6PM	8AM-4PM	30	60	60	60	7	1
Flex Route	6AM-8PM	New route	30	15	60	New route	26	4
91X	6 morning and 6 evening trips	3 morning and 3 evening trips	Varies	No service	No service	Varies	4	1
Night Route	8PM-10PM	New route	No service	No service	60	New route	2	0
Total Additional Service Hours							50	7

Saturday

Route	Proposed Span	Current Span	Proposed Headway	Current Headway	Additional Service Hours	Additional Vehicles
East Bound	6AM-8PM	9AM-6PM	60	60	5	0
South Bound	9AM-6PM	New route	60	No service	9	1
Flex Route	9AM-6PM	No service	60	New route	9	1
91X	No service	No service	No service	No service	None	0
Night Route	8PM-10PM	New route	60	New route	2	0
Total Additional Service Hours					25	2

Flex Route Options - Additional Annual Costs

Route	Additional Weekday Hours	Additional Saturday Hours	Additional Operating Cost	Additional Vehicles Needed	Total Year One Capital Costs	Total Year One Capital Costs ¹
East Bound	11	14	\$310,500	2	\$680,000	\$990,500
South Bound	12	9	\$349,300	2	\$680,000	\$1,029,300
Flex Route	26	9	\$740,700	4	\$1,360,000	\$2,100,700
91X	4	0	\$96,900	0	0	\$96,900
Night Route	2	2	\$60,800	0	0	\$60,800
Total			\$1,558,200		\$2,720,000	\$4,278,200

¹ Costs are rounded up to the nearest \$100

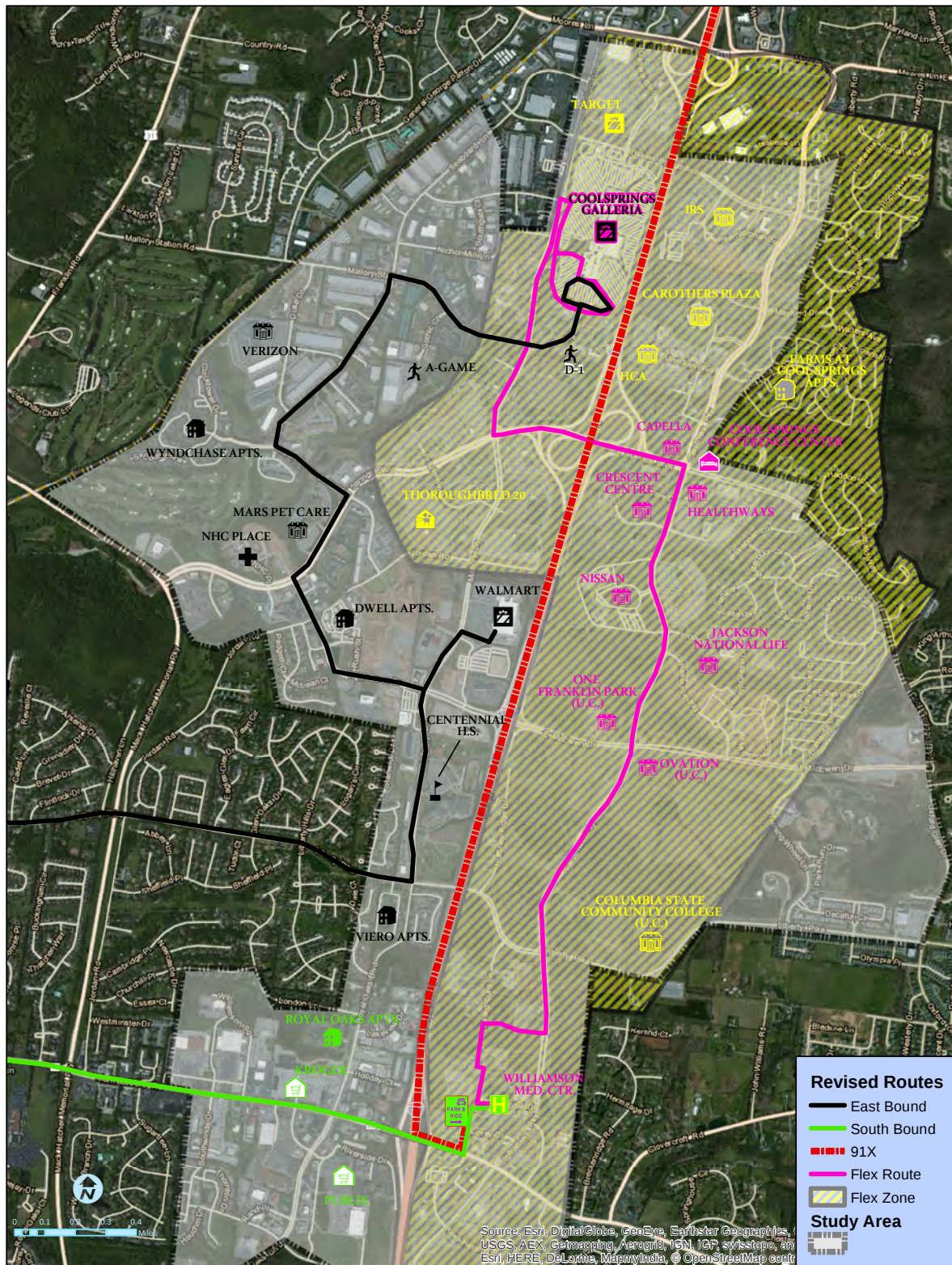


Figure 2: Flex Route Options Map

Flex Route Cost Summary

The total startup cost for transit would be around **\$4.3 million** for the first year, with subsequent years being around **\$1.6 million**.

Below are the bare minimum costs for the Flex Option if:

- Service begins using the current equipment type - Cutaway vehicles
- The frequency of service is reduced - 30-minute service during morning and afternoon peak hours only
- No night route

Startup Costs Year One: \$2.3 million

Operating Costs Subsequent Years: \$1.2 million subsequent years

Below are the bare minimum costs for the Flex Option if:

- Service begins using the current equipment type - Cutaway vehicles
- The frequency of service is reduced - 60-minute service all day
- No night route

Startup Costs Year One: \$1.9 million

Operating Costs Subsequent Years: \$875,000.

Circulator Route Options

East Bound Route

The route would be extended south to the Franklin Transit Center, where riders could transfer to other local routes. This would enable riders to use the well-appointed waiting room at the center, and not have to use their arriving bus as a “shelter” while waiting for their connection The Factory. The layover location would be at the cutout in front of the Transit Center, with the bus proceeding back northward via South Margin, Cummins, and Church Streets. Instead of ending at the Galleria, the route would end at the Williamson Medical Center. The entire route north of Liberty Pike would be replaced by the new Brown Route. The bus would layover at the Franklin Transit Center.

South Bound Route

This route would operate the same way as in the Flex Route option.

Brown Route

The new route would operate as a dual direction loop covering the entire Cool Springs study area. The route would start at the Williamson Medical Center and would travel via Edward Curd Lane–Carothers Parkway–Liberty Pike–Mallory Lane–West McEwen Drive–Cool Springs Boulevard–Mallory Lane, entering the Galleria property via South Springs Drive. Beyond the Galleria, the route would use Bakers Bridge Avenue and Carothers Parkway to return to the Williamson Medical Center. When Columbia State Community College opens its campus on Liberty Pike in 2016, the route will serve that location as well. Some trips in the peak periods only (when headways are more frequent than hourly) would operate via Aspen Grove Drive–Seaboard Lane–Duke Drive–Mary Lindsay Polk Drive–Seaboard Lane–Mallory Station Road, rejoining the main route at Mallory Lane. The bus would layover at the Williamson Medical Center. The Williamson Medical Center would see transfer possibilities to Route 91X, the East Bound Route, and the South Bound Route.

Route 91X

This route would operate the same way as in the Flex option.

Night Route

This route would operate the same way as in the Arterial and Flex options.

Table 3: Circulator Route Options Statistics

Weekday

Route	Proposed Span	Current Span	Proposed Headway			Current Headway	Additional Service Hours	Additional Vehicles
			Peak (7-9PM; 3-6PM)	Midday (11AM-1PM)	All Other Times			
East Bound	6AM-8PM	7AM-6PM	30	30	60	60	10	1
South Bound	8AM-4PM	same	60	60	60	60	0	0
Brown	6AM-8PM	New route	30	15	60	New route	50	8
91X	6 morning and 6 evening trips	3 morning and 3 evening trips	Varies	No service	No service	Varies	4	1
Night Route	8PM-10PM	New route	No service	No service	60	New route	2	0
Total Additional Service Hours							66	10

Saturday

Route	Proposed Span	Current Span	Proposed Headway	Current Headway	Additional Service Hours	Additional Vehicles
East Bound	6AM-8PM	9AM-6PM	60	60	5	0
South Bound	9AM-6PM	New route	60	No service	none	0
Brown	9AM-6PM	No service	60	New route	28	2
91X	No service	No service	No service	No service	none	0
Night Route	8PM-10PM	New route	60	New route	2	0
Total Additional Service Hours					35	2

Sunday

No Sunday Service						
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Circulator Route Options - Additional Annual Costs

Route	Additional Weekday Hours	Additional Saturday Hours	Additional Operating Cost	Additional Vehicles Needed	Total Year One Capital Costs	Total Year One Capital Costs ¹
East Bound	3	5	\$126,720	0	0	\$126,720
Brown	52	28	\$1,480,000	8	\$2,720,000	\$4,200,000
91X	4	0	\$96,900	0	0	\$96,900
Night Route	2	2	\$60,800	0	0	\$60,800
Total			\$1,764,420		\$2,720,000	\$4,484,420

¹ Costs are rounded up to the nearest \$100

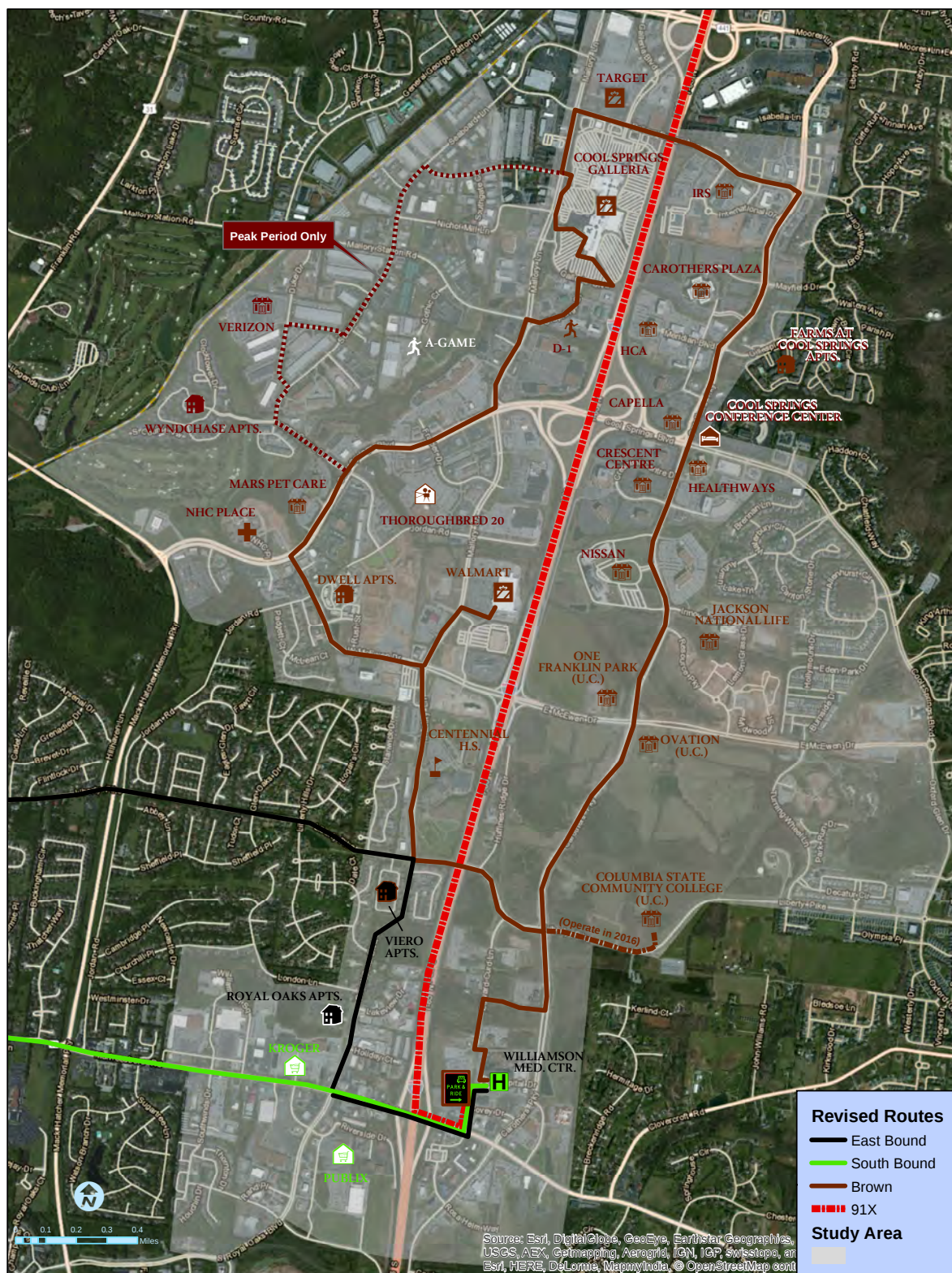


Figure 3: Circulator Route Options Map

Circulator Route Cost Summary

The total startup cost for transit would be around **\$4.5 million** for the first year, with subsequent years being around **\$1.8 million**.

Below are the bare minimum costs for the Circulator Option if:

- Service begins using the current equipment type - Cutaway vehicles
- The Circulator runs in just one direction
- The frequency of service is reduced - 30-minute service during peak only hours only
- No night route

Startup Costs Year One: \$2.3 million

Operating Costs Subsequent Years: \$860,000

Below are the bare minimum costs for the Circulator Option if:

- Service begins using the current equipment type - Cutaway vehicles
- The Circulator runs in just one direction
- The frequency of service is reduced - 60-minute service all day
- No night route

Startup Costs Year One: \$1.4 million

Operating Costs Subsequent Years: \$735,000

Vehicle Choice

To differentiate the service from TODD service and create a new “brand” for Franklin Transit, thirty- foot buses should be used on all local service serving the Cool Springs area, with express service continuing to use the current over-the-road coaches. These buses should be equipped with AVL/next-bus capability, and steps should be made to make that information available to the public.

It is anticipated that express service will also continue to be contracted out, while local service will remain operated by The TMA Group for Franklin Transit. Four types of propulsion systems are common to bus fleets in North America: Compressed natural gas, electric, hybrid, and diesel. Table 4 shows the cost comparison of the different types of vehicles, using the Arterial Option as an example.

Table 4: Bus Type Costs Comparison

Propulsion Type	Capital Cost	Annual Fuel Cost ¹	Annual Maintenance Cost ²	Total Initial Cost	Total Subsequent Annual Cost
CNG	\$3.2 M	\$ 86,000	\$84,000	\$3.1 M	\$170,000
Hybrid	\$4.0 M	\$103,000	\$47,000	\$3.8 M	\$150,000
Electric	\$7.0 M	\$ 9,000	\$67,000	\$7.1 M	\$ 76,000
Diesel	\$2.7 M	\$136,000	\$67,000	\$2.8 M	\$203,000

¹ 7 buses are needed for operations in the Cool Springs area for the arterial option

² Includes gasoline gallon equivalent costs

If the total capital cost is funded by Franklin Transit, within 10 years the CNG option would equal the diesel option; 17 years for the hybrid option; and the electric option would likely not pay for itself within the lifespan of the bus. However, in most cases grants are available to at least partially pay for alternative fuel transit vehicles, making these options much more cost competitive.

Switching over to thirty-foot buses, even if they are not alternatively fueled, may necessitate the building of a local maintenance facility, especially if the increase in equipment makes it cost prohibitive to continue to send out vehicles to the Nashville Metropolitan Transit Authority (MTA) for maintenance. This possible cost increase is not reflected in the capital costs.



Bus Running on Natural Gas

Other Transit Infrastructure Proposals

All new and existing bus stops in the study area should be ADA accessible—they need at least a landing pad, a bench, and sign. The pad should extend from the existing sidewalk to the edge of the roadway.

Additional bus stops spaced no less than ¼ mile apart need to be added in the study area. In addition, the numbering system currently in place for the stops should be abandoned. It creates too many time points, making it difficult for drivers to adhere to a schedule. Replacing the numbered signs should be signs indicating the route serving the location containing a small route diagram, and times for the first bus and last bus at that location. Stops with high ridership potential should have bus shelters and bike racks and they should be built at a minimum at the following locations:

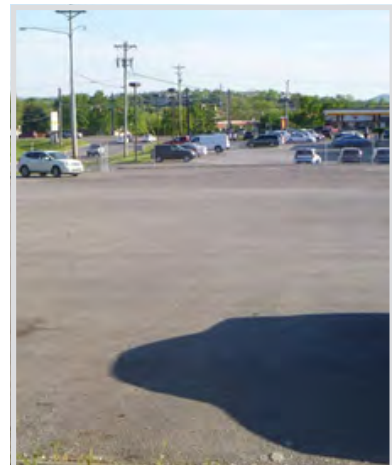
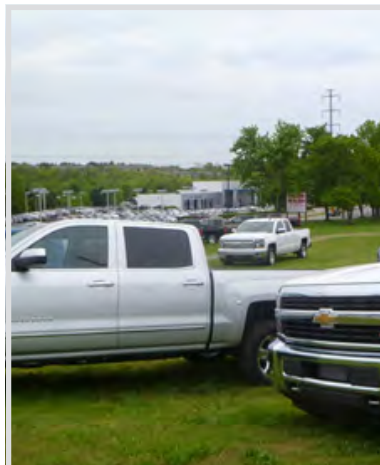


Transit Shelter Built Into a Shopping Center Development

- Walmart
- Mallory Lane and Liberty Pike
- Williamson Medical Center

If the Arterial Option is chosen, all northbound stops on Carothers Parkway served by the Nashville Reverse Express should be given shelters as well.

If the other two options are chosen, there will be a need to purchase or lease land for a temporary Park & Ride lot near Williamson Medical Center (2 acres for a 200 space lot). There is an available lot nearby that is selling for \$850,000; however, there is possibility that spaces could be leased in the Medical Center lot for a nominal fee. There should be signage directing commuters to the new or existing Park & Ride location, both on local streets, and on I-65 (likely directing drivers to exit at Murfreesboro Road).



Possible Park and Ride Locations near Williamson County Medical Center

Bike and Pedestrian Improvements

Creating a robust local transit system is difficult unless riders have easy access to stops and routes. Fortunately, Franklin was far-sighted enough to include sidewalks in its planning for every arterial road in the area. Bike and multi-use paths also exist in the area, albeit in a fragmented state. A near-term goal should be to connect paths and lanes in the area together to create a rudimentary bike network, as well as add specific pedestrian and bike improvements where needed.

Bike Proposals

Any new bike trails and lanes should connect existing network. The proposed improvements are listed below:

- Extend bike /multi-use trails parallel to Carothers Parkway and Cool Springs Boulevard
- Extend the existing Spencer Creek Greenway Trail to link Mallory Station Road with Mack Hatcher Parkway
- Construct new off-street bike trails using I-65 right-of-way between Liberty Pike and West McEwen Drive and Cool Springs Boulevard and the Galleria.
- Extend the existing bike lanes along McEwen Drive and Liberty Pike
- Stripe a new bike lane along Jordan Road from Liberty Pike to where it dead-ends at I-65

Downtown and Cool Springs Bikeshare

Franklin was recently awarded a grant to establish a bikeshare system in the Downtown and Cool Springs areas. It is recommended that bike stations be established at the following high traffic locations in the Cool Springs area:

1. Aspen Grove Park
2. Cool Springs Galleria
3. Whole Foods/Dwell Apartments
4. Meridian Business Park
5. Healthways
6. Nissan North American Headquarters
7. One Franklin Park (Under Construction)
8. Columbia State Community College
9. Williamson Medical Center
10. Ovation (Under Construction)
11. Marriot Cool Springs Conference Center



Potential Location of Jordan Road Bike Lane

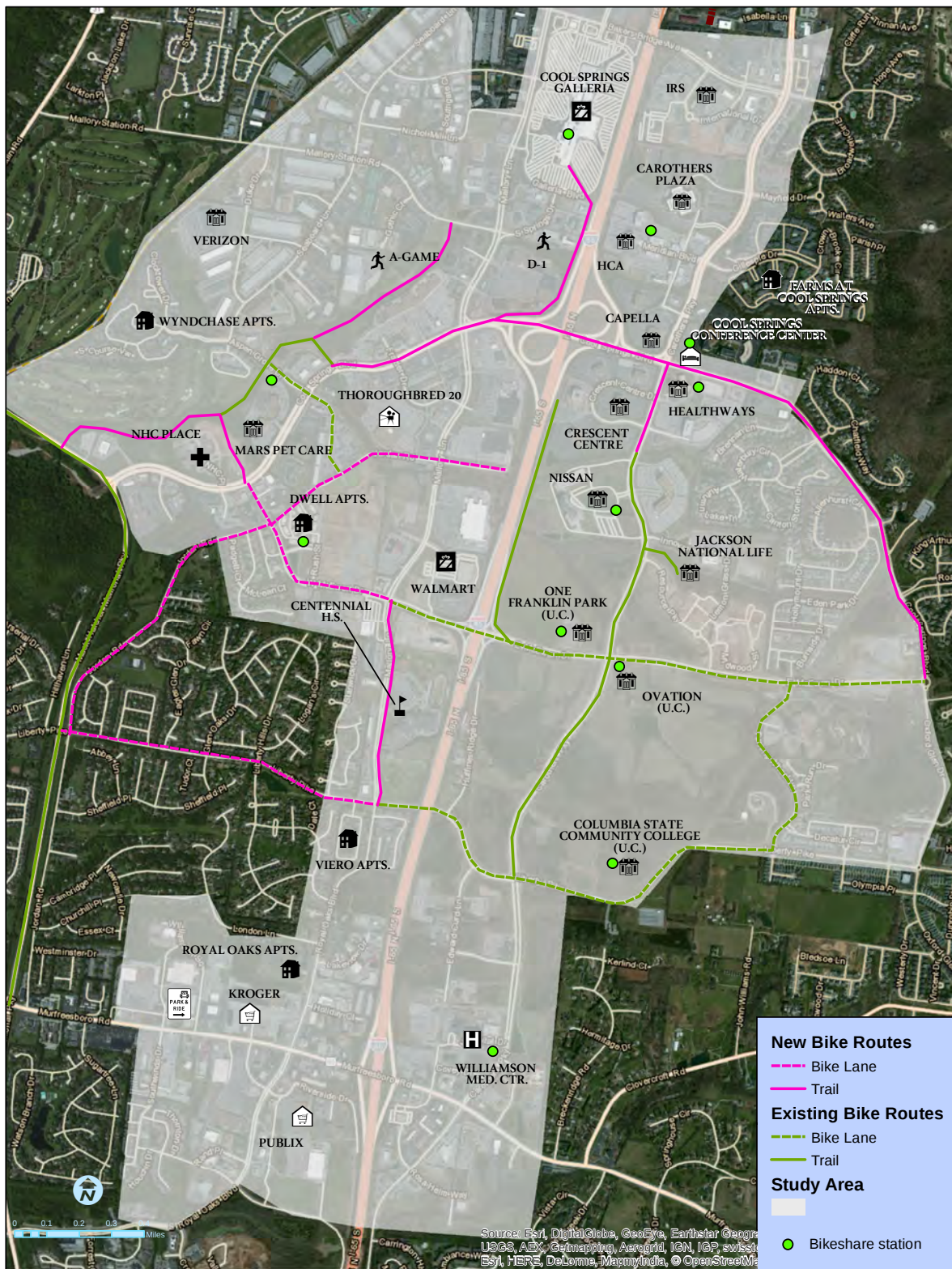


Figure 4: Bike Improvement Plan

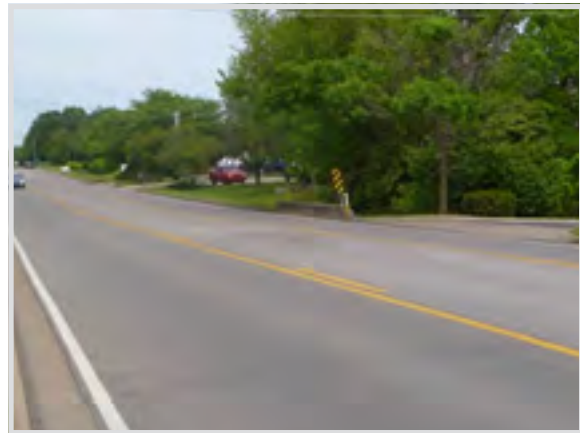
Pedestrian Proposals

In order to accommodate and improve conditions for pedestrians, the City of Franklin should require any new development in Cool Springs with more than 25 parking spaces to establish a sidewalk connection that would intersect sidewalks parallel to roadways. At intersections with pedestrian accommodations, it is also recommended that walk signals are extended by 30 seconds when the pedestrian push button is activated or LPI (leading pedestrian interval) signals are introduced. To make these intersections even safer, red turn arrows could be activated when the push button is pressed. To alleviate congestion on Mallory Lane when Centennial High School is open, a “HAWK” (**H**igh-Intensity **A**ctivated cross**WalK** beacon (i.e. a pedestrian activated signal used to stop road traffic and allow pedestrians to cross safely) should be installed at the school entrance. To increase the use and utility of the current system of sidewalks and multi-use paths, especially for visitors and non-residents in the area, wayfinding signs showing distances (in time and miles) to popular destinations should be added to sidewalks and paths on arterial roads.

Additionally, while most arterials in the Cool Springs area have sidewalks, there are some gaps within the network. Most notably, the light industrial district along Seaboard Lane lacks sidewalks on both sides of most of its streets. In addition, North Royal Oaks Boulevard does not have sidewalks between Liberty Pike and Lakeview Drive. Sidewalks should be installed on North Royal Oaks Boulevard (Liberty to Lakeview), Seaboard Lane (from Aspen Grove Drive to Crossroads Boulevard) and on Mallory Station Road (from Duke Drive to Mallory Lane) in the short-term in order to close the gaps in the sidewalk network in the area.



Traffic Backup on Mallory Lane near Centennial High School



Seaboard Lane Streetscape Showing Lack of Sidewalks

Transportation Demand Strategies

Promoting and Facilitating Ridesharing beyond Vanpool

Carpooling is a commuter option that can be utilized by commuters regardless of commute distance, number of potential commuters to a group or the complexity of the work schedule. Currently, the VanStar ridematching online platform, powered by the software Trapeze, is framed entirely around the process of forming groups for the purpose of vanpooling. The TMA Group could, at a minimum, design the messaging of The TMA Group website to encourage commuters to utilize the software for forming carpools or vanpools. A November 2014 breakdown of the 190 pools available on the VanStar portal showed that only 57 were running (30%) which leaves a large number of commuters listed as “starting up.” The inclusion of carpooling as a promoted mode would give The TMA Group the opportunity to begin the mode-shift among these groups, (even if a van is not yet feasible), collect VMT (vehicles mile traveled) data as well as potentially identify both commuter and employer champions.

In 2011¹, 43% of the 29,535 primary jobs in the Cool Springs study area had the commute originate in one of ten zip code locations. With the role of health care as a major employment sector and over 10,000 retail sector jobs, the realities of flexible and fluid work schedules provide an opportunity for carpooling. Carpooling addresses the commuting needs of employees who may only be able to share the ride a limited number of days per month or who could become a member of multiple carpool groups depending on work schedule coordination.



Vanstar Vanpool Vehicles

¹ Source: 2011 Longitudinal Employer-Household Dynamics Origin-Destination Statistics (LODES)

Expanded Emergency Ride Home Program

Currently the Emergency Ride Home (ERH) program, offered through The TMA Group, is only available to full-time VanStar vanpool riders. Expanding this benefit beyond vanpooling to include modes such as carpooling, Franklin Transit Authority transit and even bicycling can encourage drivers of single-occupant vehicles to consider shifting to another mode without the risk of not being able to get home due to illness, family emergency, or an unscheduled work schedule change. Additionally, there would be opportunities to capture data from the existing commuters using these modes as well as to cross-promote TDM services to an engaged audience.

Broadening the user base of the ERH program may raise concerns regarding fraud or accountability. Steps can be taken to mitigate against this including, but not limited to, offering taxi/rental car reimbursement instead of vouchers, requiring employer participation or sign-off and/or requiring frequent re-enrollment into the program. It is worth noting that the Regional Transportation Authority of Middle Tennessee (RTA) offers an Emergency Ride Home program to carpool, vanpool or transit users with otherwise similar parameters as The TMA Group's ERH Program and may be a model.

Employer Services

Clean Air Partnership

Currently The TMA Group in partnership with Williamson County offers the Clean Air Partnership of Williamson County, Rutherford County, and Middle Tennessee. The Partnership serves as a conduit through information sessions and newsletter subscriptions for employer outreach at no-cost to area businesses and organizations.

Over 100 businesses and organizations are currently involved in the Clean Air Partnership. The program should be expanded to include more employers in the Cool Springs area. A strong focus of the program must be to encourage and recognize Partners who lead the way in implementing TDM strategies to relieve congestion in the study area. The Partnership could devise a rating system (i.e., Gold Level, Silver Level, and Bronze Level) for those Partners who establish worksite TDM programs. This would provide the opportunity for local recognition and build examples of employer leadership for the Partnership



2014 Outstanding Clean Air Partner Honorees

Best Workplaces for Commuters

The TMA Group is recognized as a Best Workplace for Commuters. TMA can promote this innovative membership program that provides qualified employers with national recognition and an elite designation for offering outstanding commuter benefits, such as free- or low-cost bus passes and vanpool fares and strong telework programs. Employers that meet the National Standard of Excellence in commuter benefits join the esteemed Best Workplaces for Commuters List and receive high level programs and services. BWC assists participating employers by offering public recognition and promotion, technical assistance, training, Web-based tools, and forums for information exchange.

LEED Designation

LEED, or Leadership in Energy & Environmental Design, is a green building certification program that recognizes best-in class environmental building strategies and practices that have a positive impact on the health of the occupants. To receive LEED certification from the U.S. Green Building Council (USGBC), building projects satisfy prerequisites and earn points to achieve different levels of certification (Certified, Silver, Gold and Platinum). There are five rating systems that address multiple project types and include building design and construction, interior design and construction, building operations and maintenance, neighborhood development and homes. Transportation demand management is a significant part of the LEED certification and contribute to the different levels of certification. Employers are encouraged to implement transportation alternatives in order to reduce the number of commuting round trips made by regular building occupants using single occupant, conventionally powered and fueled vehicles.

Flexible Scheduling Options and Telecommuting

According to the Nashville Area Metropolitan Planning Organization (MPO), by 2040, the Retail sector employment is forecasted to increase by 44% (just under 6,000 jobs). Meanwhile, the office sector is forecasted to grow by 71% (roughly 24,000 jobs). Office work may be conducive to the implementation of telecommuting or scheduling practices that create significant commute reduction. The TMA Group has the opportunity to position itself as a local resource for best practices pulling from both local success stories to national TDM resources.

Commuter Tax Benefits

Ensuring that employers are familiar with Section 132(f) of the IRS tax code for qualifying commuter benefits would leverage The TMA Group's investments in vanpooling and transit (both qualifying expenses under the tax code) while building Program ownership amongst employers. Large employers may already be set up to add these benefits internally or through a third-party administrator. For instance, Nissan, one of the large employers in Cool Springs, utilizes HealthHub as their benefits provider. HealthHub is already set up to offer commuter tax benefits for their clients. Smaller and/or local companies may require closer attention by the TDM provider.

Technology and Trends

For-hire transportation network companies such as Uber and Lyft use newer smartphone app-based technology to connect customers with their services. While these services are generally outside of traditional TDM offerings, they should be considered when writing or re-writing Emergency Ride Home Program guidelines, terms and conditions. TDM programs may also wish to monitor the dialogue at the local and state level to ensure any regulations or ordinances for these types of services are created in a way that does not impact the traditional ridesharing that TDM programs offer.

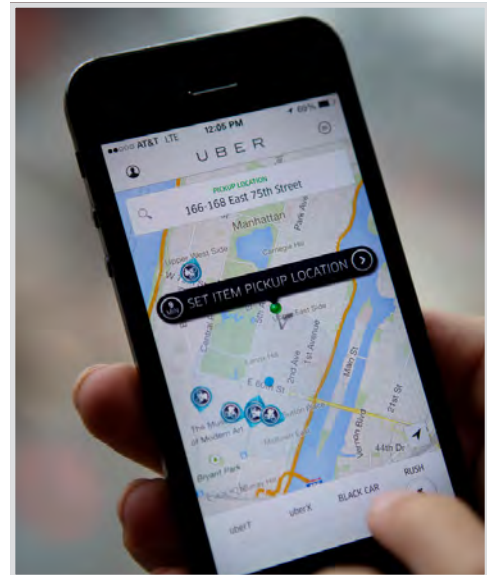


Photo credit Wallstreet OTC

4. Medium Term Recommendations

These recommendations focus on further building out the bike, pedestrian, and transit network to establish a robust multimodal framework that can be further enhanced in future phases by expanding headways and spans. Most of the recommendations require a larger amount of expenditure, especially in capital and infrastructure spending and inter-jurisdictional negotiation. These projects should be rolled out between five and ten years.

Express Bus Network

Once a robust local circulation system has been established for the Cool Springs area allowing people to move about the area without the use a car, the utility of a more robust express bus system becomes more apparent. Without such a network, express buses would be forced to serve too many locations, thus taking away the attraction of “express” service to choice riders. The idea of the express bus network is that all of the express buses will start and end at a central Cool Springs location, where riders can continue their journey by transferring to a local bus, riding a bike picked up at a bikeshare station, or walking. The initial express route destinations are locations identified by LODES data as having the highest concentrations of Cool Springs workers.

Establishing these routes would require Franklin Transit to enter into funding agreements with surrounding counties, communities, and transit systems (both public and private). Funding will be explored in Section 8.o. The service spans and headways along with the cost in additional hours and vehicles will be shown on a chart at the end of each subsection. All express routes should have a unified brand, and stops should following the branding theme, with well-appointed shelters of identical design that include a transit map, schedule, benches, a bike rack, and trash receptacles. Part of this branding concept would be to give the stops “station names,” as if the routes were similar to a capacity fixed-guideway transit line. This would also give the stops an additional sense of “place,” absent from traditional local bus stops. The service spans and headways along with the cost in additional hours and vehicles will be shown on a chart at the end of this subsection.



RTAs “Relax-n-Ride” Vehicle



Regional Express Bus Network

Murfreesboro Express

This express bus would run from Murfreesboro to a new Franklin-Cool Springs Transit Center via Tennessee Route 96. In Murfreesboro, the route would have the advantage of connecting with the local ROVER transit service at Walnut and Burton. Stops would be established in Murfreesboro at Walnut and Burton (Murfreesboro Central) and Thompson Lane and Hwy 96 (Thompson Lane); Almadale Road and Hwy 96 (Almadale Road); and two limited stops on Carothers Parkway at Williamson Medical Center and Liberty Pike. Park & Ride locations would be at Thompson Lane (shared lot at Walmart), at Almadale Road (newly constructed lot). The Almadale Road lot would serve the large amount of Smyrna workers journeying to the Cool Springs area, and should have enough initial spaces for 100 cars, with room to double the lot, if necessary.

Spring Hill Express

This express bus would run from Columbia to a new Franklin-Cool Springs Transit Center via US Route 412 and I-65. The route would have an intermediate stop at the current 95X Park & Ride at the Spring Hill Kroger on Port Royal. Northway Shopping Center, a shopping plaza with an excess of parking, is envisioned as a shared lot for commuters on this route. This route would serve Maury County, which provides about 3,000 workers to the Cool Springs area. This route would be a good candidate for exploring shoulder riding (see Section 4.3) between Tennessee Route 396, since the High Occupancy Vehicle lanes end at Murfreesboro Road on I-65.



Transfer Possibilities at the “Hickory Hollow” Stop

Antioch Express

This express bus run would primarily serve Cool Springs area retail workers residing in the Antioch area of Nashville. Beginning at Global Mall at the Crossings, the route would have limited stops along Bell Road and Old Hickory Lane at Nolensville Pike, Nippers Corner, and the Four Points by Sheraton that would coincide with stops on the Nashville MTA’s Route 37X. Connections could also be made with other MTA Routes at these locations. After operating on I-65 for about a mile, the route would exit at Moore’s Lane, beginning limited stop service within the Cool Spring retail area. Stops at Bakers Bridge Avenue and Galleria Boulevard (Bakers Bridge Avenue); along Mallory Lane at Crossroads Boulevard (Galleria), Mallory Station Road, Cool Springs Boulevard, and Walmart; the route would end at the new Franklin-Cool Springs Transit Center.

Route 91X or Nashville Reverse Express

These routes would operate the same way as in the short-term recommendations, but be expanded to provide service all day and in both directions with regular headways.

Table 5: Circulator Route Options Statistics

Weekday								
Route	Proposed Span	Current Span	Proposed Headway			Proposed Headway (Short Term Improvements)	Additional Service Hours	Additional Vehicles
			Peak (7-9PM; 3-6PM)	Midday (11AM-1PM)	All Other Times			
Murfreesboro	2 morning and 3 evening trips	-	60	No service	No service	New route	13.5	2
Spring Hill	3 morning and 3 evening trips	-	45	No service	No service	New route	16.0	2
Antioch	4 morning and 7 evening trips	-	45	No service	No service	New route	18.5	2
91X	6AM-8PM	6 morning and 6 evening trips	30	60	60	Varies	35.0	2
Total Additional Service Hours (to Short-term Improvements)							83	8
Weekend								
No Saturday or Sunday Express Service								

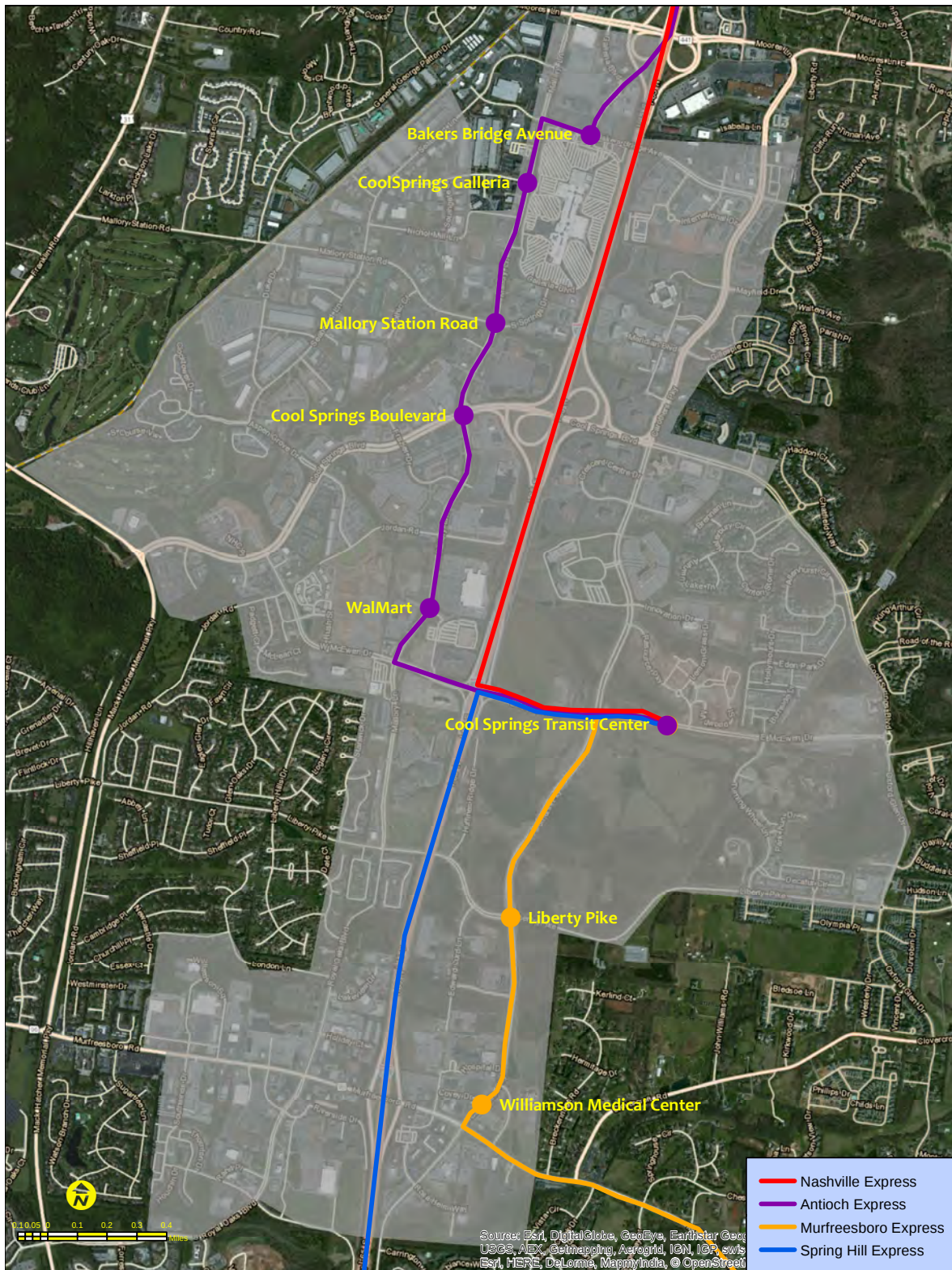


Figure 5: Regional Express Bus Network Stops and Routing in Cool Springs

Franklin-Cool Springs Transit Center

To support such a large express bus network, and to better facilitate transfers in the area, a Transit Center will need to be built somewhere in the Cool Springs area. The location selected should be centrally located on the east side of I-65, where vacant land is still available. The best location, due to the possible synergies with new walkable developments being constructed there, would be near the intersection of East McEwen Drive and Carothers Parkway. Below is an example of a possible design for the facility. It would be incumbent for the City of Franklin or Williamson County to acquire land in this area as soon as possible, as available land is becoming scarce in this area.



Transit Center Example from Vancouver, WA

Layout

The facility should consist of ten boarding berths large enough for a 40-foot long bus for transit service, and two boarding berths large enough for a 53-foot bus to be used for future private intercity bus services, or airport shuttle buses. The use of “sawtooth” berths will make possible for buses to enter and leave any berth, regardless of the sequence of arrival or departure.

Building

An approximately 2,400 square feet building is proposed to be located on the boarding island. The building would be of brick construction and environmentally controlled. A sample layout would include an 800 square foot waiting area equipped with benches; an additional 60 square feet set aside for a vending area; and 660 square feet for restrooms, with separate restrooms for the public and employees, was assumed. Provision would be made for a staffed customer service booth (300 square feet total). There will also be a 140 square foot drivers’ lounge, and 100 square foot security office. The building’s size would allow for future construction of an optional community meeting room where board meetings, public hearings and employee training could take place.

Platform

Platforms would be 10 inch high platforms, with tactile edges. This height, higher than a normal sidewalk, is intended to provide almost step-free boarding onto low floor transit buses, while remaining low enough to not conflict with bus operations, including the outward opening of doors on smaller, or coach buses. A canopy, providing protection from rain, snow, and sun along both sides of the length of the platform edge should be included in any final Transit Center design. The final design will have to provide adequate space for wheelchair maneuverability, in the areas surrounding bus lift/ramp deployment areas.

Parking

An on-site parking lot for at least 200 cars, with certain spaces reserved for vanpool/carpool pickups and drop offs, should be established. This area could be decked if future ridership warrants this. If a light rail line is established to Franklin, this could become a remote lot for shuttle service to the station.

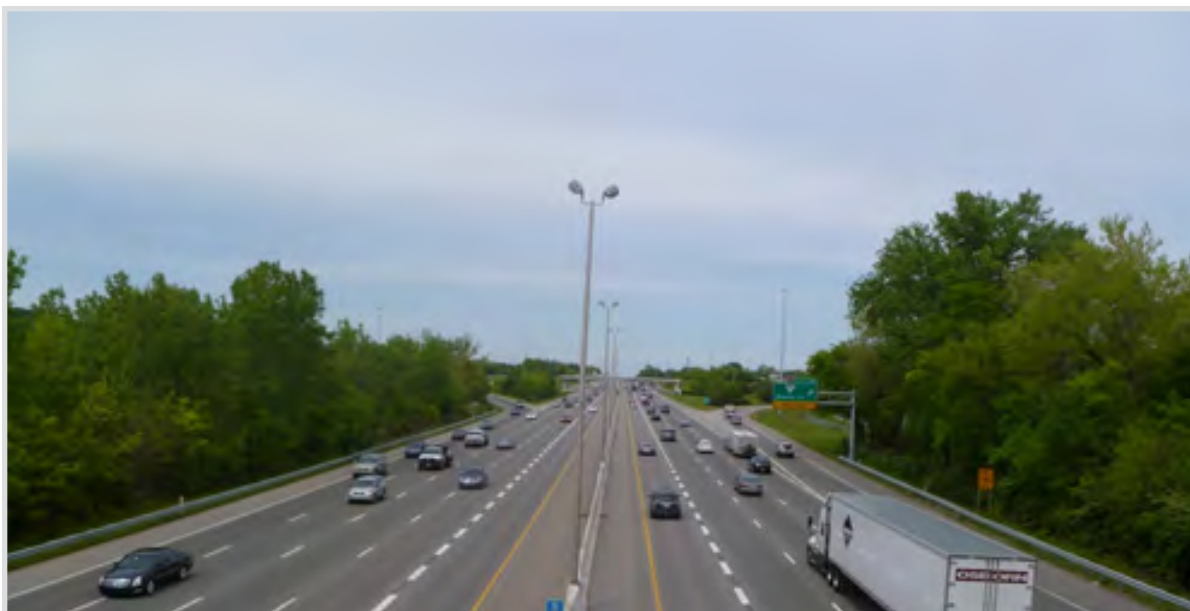
Other Amenities

Other amenities that could be included onsite include a café, bike lockers and a bikeshare station, a taxi stand, an intercity bus ticket counter, or even a daycare and retail services, would add to the attractiveness of the site and encourage ridership on the local and express routes serving the Center.

Local Service

Depending on the short-term option selected, any service either serving Carothers Parkway or the Williamson Medical Center should have a stop established at the new Franklin-Cool Springs Transit Center. If the Arterial Option is chosen, the Purple Route would be no longer service the (vacated) Park & Ride on Murfreesboro Road, but instead travel via East McEwen Drive to the new Transit Center, and the Blue Route would deviate off of Carothers to stop there as well. If the Flex Option were chosen, the fixed portion of the route would serve it, and for the Circulator Option the East Bound and Brown Route would serve it (the East Bound Route would be rerouted via Liberty Pike and Carothers Parkway to the Transit Center).

The local service will have timed connections with express service with weekday service frequencies of 20 minute headways 7-9 AM, and 3-6 PM; 12 minute headways from 11AM-1 PM; and 30 minute headways all other times. On Saturday, the same headways/spans as proposed in the near term recommendations. On Sunday, there would be new service for all Saturday operating routes (except the Night Route), with a service span of 11 AM to 7 PM, with 60 minute headways.



HOV Lanes on I-65

Other Proposed Transit Improvements

Part of the drawback of operating buses in mixed traffic, rather than in a fixed guideway, is that there are no time savings, just cost savings, for this mode of travel. With a potential customer base more affluent than average, reducing this travel time differential will be key to attracting riders. One idea is to better manage the existing travel lanes in the Cool Springs study area.

As the name implies, a Transit Signal Priority (TSP) system gives buses priority at signalized intersections. In most projects which have been installed, buses transmit requests directly to the intersection. Parameters are established by the agency that manages the traffic signals, typically, limiting requests to buses beyond a specified lateness threshold and limiting the amount of early or extended green time to a given number of seconds. This technology should be installed on Mallory Lane and Carothers Parkway to allow buses the pre-empt traffic signals along those roads between Murfreesboro Road and Moores Lane. This installation could correspond to the ongoing implementation of an Intelligent Transportation System (ITS) in Franklin, which includes the installation of Adaptive Transit Signal Control at 40 intersections in the Cool Springs study area.

I-65 currently has high occupancy vehicle (HOV) lanes, but they only run in one direction during peak hours, despite the fact that traffic between Cool Springs and Nashville is about equal in both directions. Activating this lane (and enforcing it with cameras) in both directions would allow Nashville to Cool Springs buses significant time savings. On roads without HOV lanes, bus-on-shoulder could be tried. This would allow buses to use the shoulder (generally the left shoulder) to avoid traffic when it falls below a certain speed, generally 35 miles per hour. The outside shoulder on I-65 south of Franklin was built to travel lane width, so this could be a candidate for this type of operation.

All locations with an annual ridership above 1,000 riders should have a shelter installed. For all shelters in the study area, a display of real-time bus arrival and departure information should be installed. Work should also be done with local businesses and corporate offices to display transit materials, including bike and bus maps and real-time bus arrival and departure displays.

Proposed Bike and Pedestrian Improvements

These improvements should build upon those outlined in Section 3.0, with an emphasis on expanding the emerging bike and pedestrian network to cover the entire Cool Springs study area, with a goal to have every resident or large business within a quarter mile of a route.

Bike Improvements

Multi-use trails should be extended to parallel the entire length of Carothers Parkway and Murfreesboro Road. This would provide a bike connection from Cool Springs to central Franklin. Another trail to create a short cut between East McEwen Drive and Cool Springs Boulevard could be constructed using the power company right-of way. Bike lanes should be striped on the following “three-lane” roads: Mallory Station Road, Aspen Grove Drive, and Seaboard Lane. South Spring Drive. Room for the bike lanes on these roads could be made by eliminating the continuous turn lane on these roads, keeping them only at intersections. Bakers Bridge Avenue and South Spring Drive could accommodate bike lanes by use of a road diet.

Without somewhere to park your bike once your destination is reached, the utility of using bikes for errands or work is limited. Adding one bike rack at every bus stop within the study area would help, along with encouraging private businesses, through a grant program, to add bike racks on their property. The new bike sharing program should move beyond the pilot stage by working with employers, multi-unit housing complexes, and businesses to install additional bike-sharing stations on-site.

Pedestrian Improvements

While arterial roads are well-served by sidewalks in the study area, residential roads are not. Without this “last-mile” connection, the sidewalks will not be seen as a part of, but rather as an ornament to, local transportation networks. There should be a concerted effort to retrofit residential roads in the Cool Springs study area to include sidewalks. Priority should be given to roads within two miles of a school. In addition, an ordinance should be passed to require any new commercial or industrial development to have sidewalks.



Enhanced Shelter Example, Murfreesboro Pike in Nashville



Bakers Bridge Avenue Road Diet

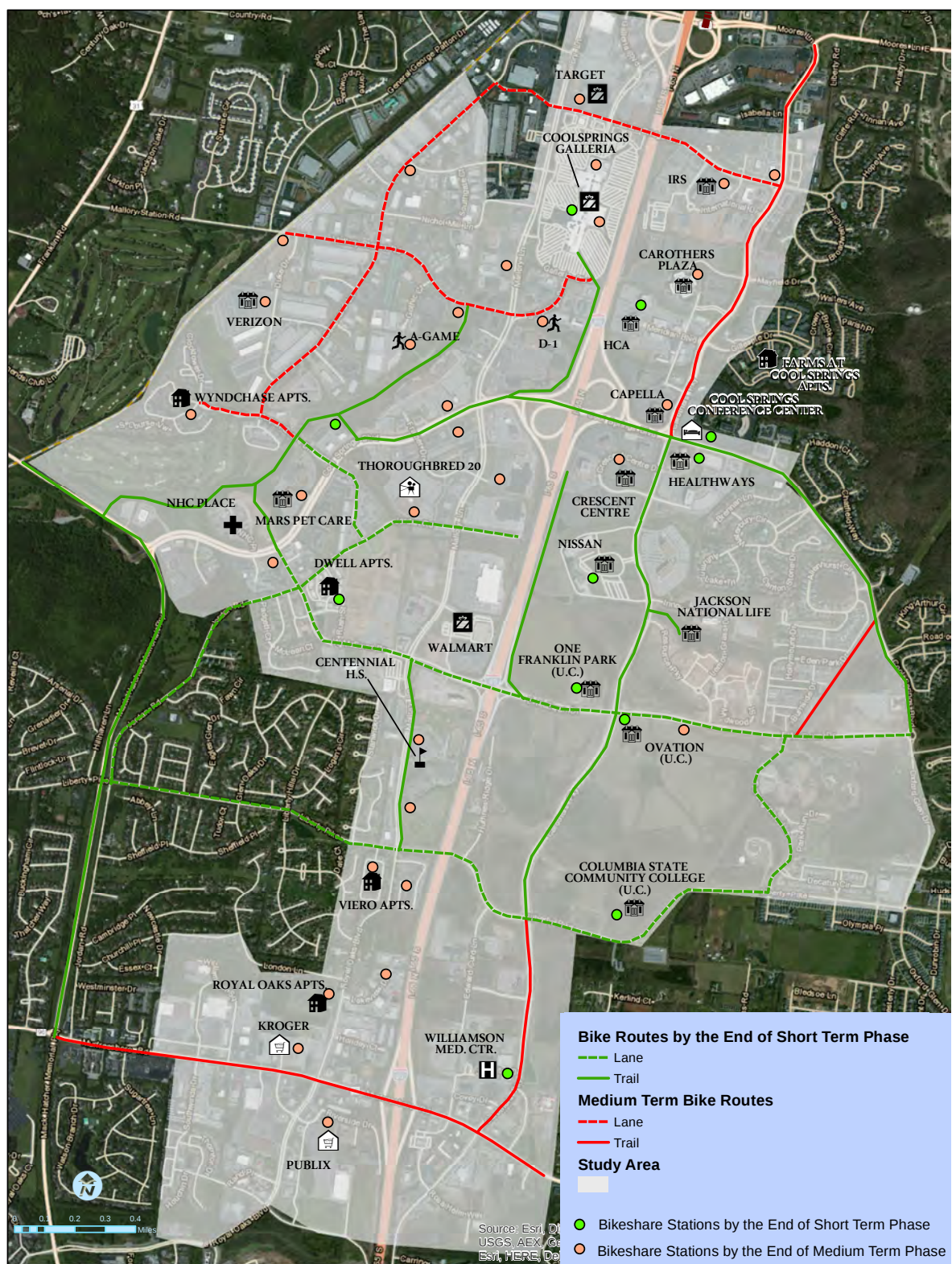


Figure 6: Medium Term Bike and Pedestrian Improvements

5. Long-Term Recommendations

Once the express bus network has been established, it will be time to take stock of the transit improvements. Is ridership going up? Is congestion getting better? Are more developments becoming transit-oriented? If the farebox recovery ratio on the local routes is approaching Nashville's (more than 20%), or the RTAs for express routes (at least 30%), it may be time to move on to the next step, which is adding a high capacity transit line between Nashville and Franklin. The goal in this stage is to provide Franklin residents and workers, especially those in the Cool Springs area, such a robust multimodal system that taking transit, walking, or biking is their first choice in travel. These projects should be rolled out after ten years.

Transit Options

High Capacity Transit

The ridership on the Spring Hill Express and 91X would be good indicators of the success of establishing a route like this. If ridership is robust, and demand for additional service is high, this would allow Williamson County to make a strong case to the Nashville Area MPO to get to the front of the line for funding opportunities. The type of service is to be determined but it could be an elevated maglev (magnetic levitation) line, a bus rapid transit route operating in its own dedicated right of way, heavy commuter rail similar to the Music City Star, or light rail powered by overhead wires. Two right-of-ways are best positioned to provide service to the Cool Springs area.

The first right-of-way would be the existing CSX tracks through Franklin. These tracks form the western border of the study area, and only a few trains a day use the track from Columbia to the train yard in Nashville. Stops could be made in Columbia, Spring Hill, Franklin, and Brentwood, with a terminal station near the Gulch in Nashville. A stop at Mallory Station Road (Mallory) is proposed to serve the Cool Springs area. Commuters could walk from the station to the large industrial area along Seaboard Lane. To access the rest of Cool Springs, a local shuttle would be provided. Service would be every 15 minutes during peak periods, with hourly service off peak and on the weekends. If this service was introduced, the Spring Hill Express and Route 91X would be made redundant and disappear.

Figure 5.1 Mallory Station Location

The second right-of-way would be the existing HOV lanes in the center of I-65. These could be converted into a BRT route, or a light rail line, with stations in the middle of the highway. The advantage of this routing would be more direct access to the existing Cool Springs employment and retail base. However, this line would not be as likely to encourage transit oriented development. Stations would be located at Bakers Bridge Avenue, Cool Springs Boulevard, the Franklin-Cool Springs Transit Center (if BRT is the mode chosen), Liberty Pike, and Murfreesboro Road. Pedestrian bridges would link these stations to developments on either side of I-65, and a shuttle would operate from the Cool Springs Boulevard station to link riders with locations farther away from the light rail alignment.

For both of these alignment options, service would be every 15 minutes during peak periods, with hourly service off peak. Initially, there should be no weekend service with the exception of special events in Nashville or Franklin. If this service was instituted, the Spring Hill Express route and Route 91X would be made redundant and eliminated.

Local Transit Route Options

Mallory Station Shuttle

A new shuttle service would be instituted serving the Mallory station (on the CSX alignment) or the Cool Springs Boulevard station (on the I-65 alignment). This route would run between Mallory Station Road and the Franklin-Cool Springs Transit Center using Mallory Station Road, Mallory Lane, Cool Springs Boulevard, and Carothers Parkway.

The shuttle would meet all trains during the morning and afternoon peak periods. At other times, high capacity transit riders could connect to other local services to cover the last mile of their journey.

Maryland Farms Route

This route would serve the burgeoning employment center along Maryland Way in Brentwood as well as the new urbanist community of Gateway Village. This route would run from the Franklin-Cool Springs Transit Center via Carothers Parkway, Moores Lane, Perrone Way, Franklin Road, and Maryland Way, ending at Granny White Pike. Service span would be from 6AM-9AM and 3PM-7PM, with 30 minute headways. There would be no weekend service.



Mallory Station Location

Express Bus Route Options

Berry Farm Express

This new express route would operate only if high capacity transit is not built. The route would have local stops in the Berry Farm mixed use development on the Goose Creek Bypass. It would then run up I-65 to the Franklin-Cool Springs Transit Center. The route would operate from 6AM-8PM on weekdays only, with 20-minute service during the morning and afternoon peaks and 40-minute service at all other times.

Antioch Express

This express route would have expanded service, with the route operating from 6AM-10PM every day of the week. 30-minute service would occur during peak periods, with hourly service the rest of the time.

Murfreesboro Express

This express route would also have expanded service, with the route operating from 6AM-8PM on weekdays. 30-minute service would occur during peak periods, with hourly service the rest of the time.

Spring Hill Express

This express route would be eliminated in favor of high capacity transit service.

Route 91X

This express route would be eliminated in favor of high capacity transit service.



Regional Fully Built Out Transit System (Arterial Option Shown)

Other Multimodal Improvements

Other multimodal improvements that could be implemented as part of long-term recommendations include:

- Construct pedestrian/bike bridges across I-65 between the Nissan corporate headquarters the end of Jordan Road and between the Cool Springs Galleria and Carothers Plaza office park.
- Convert one lane on Carothers Parkway and Mallory Lane to be a peak-hour bus only lane
- Designate by ordinance a certain number of priority spots in large scale retail and office developments be reserved for carpools and vanpools

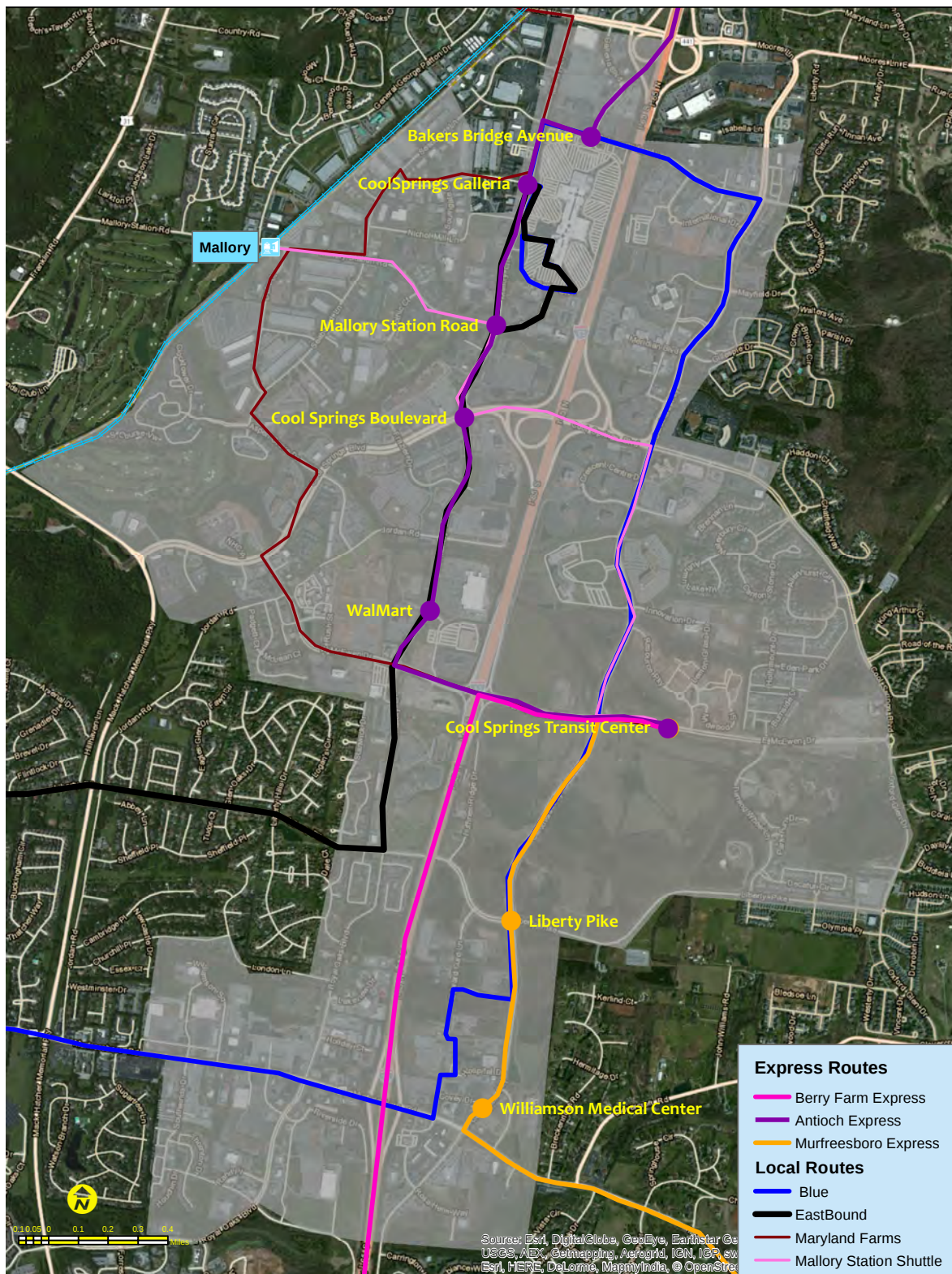


Figure 7: Local Fully Built Out Transit System (Arterial Option Shown)

6. Costs

Although the costs contained in this section may seem high, managing congestion through transit, pedestrian, and bike improvements is more cost effective than adding intersection and roadway capacity. Adding a lane on a local (arterial) road generally runs about \$750,000 per mile. The Williamson County Major Thoroughfare Plan has estimated \$102 million to add one lane in each direction on Murfreesboro Road from Arno Road to the Rutherford County line, an improvement that may not be necessary if the robust express bus network proposed for the medium term is developed.

Arterial Route Options - Additional Annual Costs

Table 6: Arterial Route Options - Additional Annual Costs

Route	Additional Weekday Hours	Additional Saturday Hours	Additional Operating Cost	Additional Vehicles Needed	Total Year One Capital Costs	Total Arterial Option Startup Costs ¹
East Bound	11	14	\$310,500	2	\$680,000	\$990,500
Purple	14	9	\$400,800	1	\$340,000	\$740,800
Blue	26	9	\$740,700	4	\$1,360,000	\$2,100,700
Nashville Reverse Express	4	0	\$96,900	0	0	\$96,900
Night Route	2	2	\$60,800	0	0	\$60,800
TOTAL			\$1,609,700		\$2,380,000	\$3,989,700

¹ Costs are rounded up to the nearest \$100

The total startup cost for transit would be around **\$4 million** for the first year, with subsequent years being around **\$1.6 million**.

Below are the bare minimum costs for the Arterial Option if:

- Service begins using the current equipment type - Cutaway vehicles
- The frequency of service is reduced - *30-minute service during morning and afternoon peak hours only*
- No night route

Startup Costs Year One: \$2.8 million

Operating Costs Subsequent Years: \$1.4 million

Below are the bare minimum costs for the Arterial Option if:

- Service begins using the current equipment type - Cutaway vehicles
- The frequency of service is reduced - 60-minute service all day and
- No night route

Startup Costs Year One: \$1.6 million

Operating Costs Subsequent Years: \$1.1 million

Flex Route Options - Additional Annual Costs

Table 7: Flex Route Options - Additional Annual Costs

Route	Additional Weekday Hours	Additional Saturday Hours	Additional Operating Cost	Additional Vehicles Needed	Total Year One Capital Costs	Total Flex Option Startup Costs ¹
East Bound	11	14	\$310,500	2	\$680,000	\$990,500
South Bound	12	9	\$349,300	2	\$680,000	\$1,029,300
Flex Route	26	9	\$740,700	4	\$1,360,000	\$2,100,700
91X	4	0	\$96,900	0	0	\$96,900
Night Route	2	2	\$60,800	0	0	\$60,800
TOTAL			\$1,558,200		\$2,720,000	\$4,278,200

¹ Costs are rounded up to the nearest \$100

The total startup cost for transit would be around **\$4.3 million** for the first year, with subsequent years being around **\$1.6 million**.

Below are the bare minimum costs for the Flex Option if:

- Service begins using the current equipment type - Cutaway vehicles
- The frequency of service is reduced - 30-minute service during morning and afternoon peak hours only
- No night route

Startup Costs Year One: \$2.3 million

Operating Costs Subsequent Years: \$1.2 million subsequent years

Below are the bare minimum costs for the Flex Option if:

- Service begins using the current equipment type - Cutaway vehicles
- The frequency of service is reduced - 60-minute service all day
- No night route

Startup Costs Year One: \$1.9 million

Operating Costs Subsequent Years: \$875,000.

Circulator Route Options - Additional Annual Costs

Table 8: Circulator Route Options - Additional Annual Costs

Route	Additional Weekday Hours	Additional Saturday Hours	Additional Operating Cost	Additional Vehicles Needed	Total Year One Capital Costs	Total Flex Option Startup Costs ¹
East Bound	3	5	\$126,720	0	0	\$126,720
Brown Route	52	28	\$1,480,000	8	\$2,720,000	\$4,200,000
91X	4	0	\$96,900	0	0	\$96,900
Night Route	2	2	\$60,800	0	0	\$60,800
TOTAL			\$1,764,420		\$2,720.000	\$4,484,420

¹ Costs are rounded up to the nearest \$100

The total startup cost for transit would be around **\$4.5 million** for the first year, with subsequent years being around **\$1.8 million**.

Below are the bare minimum costs for the Circulator Option if:

- Service begins using the current equipment type - Cutaway vehicles
- The Circulator runs in just one direction
- The frequency of service is reduced - 30-minute service during peak only hours only
- No night route

Startup Costs Year One: \$2.3 million

Operating Costs Subsequent Years: \$860,000

Below are the bare minimum costs for the Circulator Option if:

- Service begins using the current equipment type - Cutaway vehicles
- The Circulator runs in just one direction
- The frequency of service is reduced - 60-minute service all day
- No night route

Startup Costs Year One: \$1.4 million

Operating Costs Subsequent Years: \$735,000

Short-term Pedestrian and Bike Improvement Costs

Table 9: Short-Term Improvement Costs

Improvement	Cost	Units	Total
Signal at Centennial High School	\$375,000 ¹	1	\$375,000
Sidewalks	\$27 per foot ²	24,490	\$661,230
Bike Racks	\$540 per unit	8	\$4,320
Bike Trail	\$261,000 per mile	5.09	\$1,328,490
Bike Lane	\$89,570 per mile	3.39	\$303,642
Bike and Pedestrian Wayfinding Signs	\$27,240 per mile	22.14	\$603,094

¹ Median cost of signal installation from SRTS Guide (http://guide.saferoutesinfo.org/engineering/traffic_signals.cfm)

² Bike and pedestrian costs are median costs and come from the University of North Carolina at Chapel Hill's Highway Safety Research Center (2013)

The total costs for these improvements would be around **\$3.2 million**, and could be phased in over a five-year period. Added to the transit improvements, the total cost for all of the multimodal improvements in the short-term would be in the range of **\$4.6 to \$5.1 million** for the first year of the five year span, and **\$2.1 to \$2.4 million** in subsequent years.

Total Cost for Medium-Term Improvements

Table 10: Medium-Term Improvement Cost

Improvement	Cost
Transit Center	\$7.0 million ¹
Murfreesboro Express (bus route)	\$830,000 ²
Antioch Express (bus route)	\$984,000
Spring Hill Express (bus route)	\$1.1 million
Route 91X service improvements	\$848,000
Local bus service improvements	\$1.5–2.5 million
Pedestrian and bike improvements	\$2.2 million

¹ Rough estimate includes: Site preparation, structure construction costs, Park & Ride construction costs, and design and architectural costs. Costs may vary depending on final design and site selection. Assumes this will be a greenfield site.

² Annual cost; assumes \$241.25 in-service hourly cost for Express Bus service (higher than the evaluation figure due to deadhead times included)

The total costs for all medium-term improvements would be around **\$15.5 million** for the first year (5 years from implementation of the short-term improvements), with the cost being around **\$4.4 million** for years 6-10 (operating cost of the improved transit service). Combined with the short-term improvements, the cost would be around **\$20 million** above the current conditions, and at around **\$6.5 million** for the subsequent years.

Total Cost for Long-Term Improvements

Table 11: Medium-Term Improvement Cost

Improvement	Cost
High Capacity Transit	\$150 million–\$230 million ¹
Murfreesboro Express expansion	\$523,000
Antioch Express expansion	\$492,000
Berry Farm Express (new route)	\$2.1 million
New local bus routes	\$1.5 million
Pedestrian Bridges over I-65	\$8 million

¹ Dependent on mode and right-of-way chosen; operating costs estimated to be \$5 million annually.

The total cost of these improvements would be between **\$160** and **\$240 million**.² The total cost over the next 20 years, then, for all of these multimodal improvements would be between **\$180** and **\$260 million**.

² Includes savings from elimination of Spring Hill express and 91X routes; the highest percentage of this cost comes from building high capacity transit, most of which would be borne by entities other than Franklin.

7. Evaluation of Short-Term Options

Criteria were developed in order to evaluate the proposed service options recommended in the short-term. The evaluation criteria are based on industry standards and can be used to assess the potential for successful transit services in any community. The criteria are listed below:

Table 12: Service Option Criteria

Goal	Metric
Connectivity	Number of transfer opportunities within study area
Productivity	Potential ridership
Mobility	Minutes it would take to journey from Williamson Medical Center to East McEwen Drive and Carothers Parkway then to Walmart and on to the Cool Springs Galleria (round trip)
Job Accessibility	Number of major employers served
Rider Accessibility	Area in square miles within ¼ mile of a fixed or flexible transit service
Civic Accessibility	Accessibility to community institutions and public space
Limiting Capital Costs	Purchase cost of 30-foot buses and a temporary Park & Ride lot
Limiting Operating Costs	Includes both contracted services and Franklin Transit run services

The data tables for each alternative are listed in Table 13 and Table 14. Table 13 lists the evaluation criteria and provides a quantitative or qualitative assessment for each alternative. In Table 14, the quantitative assessment was converted to a qualitative assessment by using Harvey balls as a means to make an overall assessment of how the alternative best meets the evaluation criteria. A full ball means that that alternative best meets the criteria as compared to the other alternatives, a half ball indicates that it partially meets that criteria as compared to the other alternatives, an empty ball means that it least meets the criteria compared to the other alternatives. A narrative description of how each alternative meets the evaluation criteria is below. For the purpose of evaluating the options, a full ball will equal 3 points, a half ball 2 points, and an empty ball 1 point.

Option 1 Arterial Route Options

Option 1 ranks comparatively high on connectivity and accessibility issues, and limiting capital costs and does not rank particularly poorly in any of the other categories. It does rank last in potential ridership. However, the spread between the best ridership option and the worst is only 5%, so the difference is negligible. The capital costs are lower than the other two, due to the fact that this option uses the existing Park & Ride, rather than constructing another. This option would most resemble what the Franklin Transit system will eventually become once the system is fully built out.

Option 2 Flex Route Options

Option 2 has the slowest speed of travel of three options, due to the flexible nature of the route. However, this option would cover the greatest portion of the study area. This coverage is negated somewhat by the comparative difficulty of using service, as riders would need an advance reservation to ride, and would not have the same confidence of arriving at their destination on time, if the bus needed to flex off the fixed route repeatedly—especially during peak periods. On the other hand, this option would be attractive to current TODD riders in the area used to reserving rides, as well as corporate headquarters along Carothers Parkway whose front doors are some distance from the main arterial, and whose employees may demand a door-to-door type of service to convince them to abandon their cars. This option would be best for attracting choice riders who work along Carothers Parkway.

Option 3: Circulator Route Options

Option 3 is both the fastest, and has the best ridership potential of any of the three options. Due to the dual direction loop operating configuration, it would allow the greatest access to Carothers Parkway workers to the rest of the Cool Springs area for lunchtime errands and restaurant visits. However, this option costs about \$200,000 more a year to operate than the others do, and it doesn't provide particularly good connectivity to the rest of Franklin or the region as compared to Option 1. This also serves the least number of employers. This is the most Cool Springs focused of all the options.

If all factors are weighted equally, Option 1 is best option with a score of 20 points, with the other options at 17 and 15 points. However, the scores are not so divergent that picking a lower scored option would preclude expanding the options in Phase 2 and 3. The option that Franklin Transit Authority / The TMA Group finally chooses for the transit service in the near term will likely be based on which of the evaluation criteria they rate as most important to get this plan off to a good start.

Table 13: Evaluation Factors for Short-Term Service Alternatives

Proposed Route	Transfer Opportunities	Potential Ridership	Speed of Travel within Corridor (Round trip in minutes)	Major Employers Served	Coverage Area (in mi ²)	Public Resource Access	Additional Capital Costs ¹	Additional Operating Cost ²
Option 1 Arterial	6	43,139	83	30	4.57	Excellent	\$2,380,000	\$1,563,585
Option 2 Flex	3	44,793	104	26	6.38	Excellent	\$2,720,000	\$1,513,095
Option 3 Circulator	3	45,822	41	25	4.78	Fair	\$2,720,000	\$1,741,290

¹ Uses cost of standard diesel 30-foot bus as \$340,000 (From Iowa State study comparing cost of standard bus to CNG bus); Assumes Park & Ride will cost \$860,000 (price of an available lot at Murfreesboro and Carothers)

² Assumes \$95/hr for RTA service (does not include deadhead time) and \$99/hr Franklin Transit service; Annual cost

Table 14: Qualitative Ranking of Short-Term Service Alternative Goals

Proposed Route	Connectivity	Productivity	Mobility	Job Accessibility	Rider Accessibility	Civic Accessibility	Limiting Capital Costs	Limiting Operating Costs
Option 1 Arterial	●	◐	◐	●	◐	●	●	◐
Option 2 Flex	○	●	○	◐	●	●	○	●
Option 3 Circulator	○	●	●	◐	◐	◐	○	○

● = 3 points

◐ = 2 points

○ = 1 point

8. Funding

The current federal transportation funding bill, MAP-21, was set to expire at the end of 2014, but has been extended through May 2015 with the passage of the H.R. 83, commonly known as the Consolidated and Further Continuing Appropriations Act, 2015. Compared to SAFETEA-LU, there are less discretionary funds, and more formula-based grants to be passed through to and programmed by the states. In general, programs that existed under SAFETEA-LU were consolidated into a smaller number of broader core programs. Many smaller programs are eliminated, including most discretionary programs, with the eligibilities generally continuing under core programs. Franklin Transit currently receives 15% of its operating and 71% of its capital funding through federal sources.

Bus and Bus Facilities Program (Section 5339)

These funds may be used to purchase, replace, or rehabilitate transit buses and vans as well as to modernize or construct bus facilities (such as maintenance depots and intermodal facilities) in urban, suburban, and rural communities. This would be a good place to start looking for funds for new equipment, as well as a new maintenance or storage facility if that is needed for the new vehicles. These funds could also be applied to building new shelters throughout the Cool Springs area. Grant money is distributed directly to states (\$1.25 M per state) and to urbanized areas. 80% of the capital funding for this grant is federal and 20% is a local match.

Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities (Section 5310)

At least 55% of program funds must be used on capital public transportation projects that are planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities where public transportation is insufficient, inappropriate, or unavailable. The remaining 45% may be used for public transportation projects that exceed the requirements of the ADA; public transportation projects that improve access to fixed-route service and decrease reliance by individuals with disabilities on complementary paratransit; or alternatives to public transportation that assist seniors and individuals with disabilities.

As a project designed to increase the ability to transfer and enhance pedestrian access within the Cool Springs area, the Franklin-Cool Springs Transit Center would be eligible as a public transportation project that would improve access to fixed route service and decrease reliance by individuals with disabilities on complementary paratransit services. Money from this grant could also be used to construct sidewalks along transit routes. Like the first grant, this would provide 80% of the costs, to be paired with a 20% local match.

Fixed Guideway Capital Investment Grants (Section 5309)

Colloquially known as “Small Starts/New Starts,” this program administered by the Federal Transit Administration provides grants for new and expanded rail, bus rapid transit, and ferry systems that reflect local priorities to improve transportation options in key corridors. Eligible projects include new fixed guideways or extensions to fixed guideways; bus rapid transit projects operating in mixed traffic that represent a substantial investment in the corridor; and projects that improve capacity on an existing fixed-guideway system. The local match is 20%.

This funding program could be used for any high capacity transit project through the Cool Springs area.

Surface Transportation Program (STP)

The Surface Transportation Program provides flexible funding that may be used by States and localities for projects to preserve or improve conditions and performance on any Federal-aid highway, bridge projects on any public road, facilities for non-motorized transportation, transit capital projects and public bus terminals and facilities. 50% of the funding is allocated by a formula based on population, with the other 50% being discretionary. The local match is 20%.

Eligible routes are those which promote regional and/or sub-regional travel. Categories of projects eligible for funding include rehabilitation, capacity and safety (new construction), economic development, and traffic control measures. Bike, pedestrian, and transit improvements are specifically cited as being eligible.

Purchase of express buses for intercity bus service; converting the fleet to electric and natural gas vehicles; bicycle facilities and pedestrian projects having a nexus to public transportation; and transit safety infrastructure improvements in the Cool Springs area would all be eligible for this grant.

8.5 Transportation Alternatives Program (TAP)

This program provides for a variety of alternative transportation projects that were previously eligible activities under separately funded programs. Eligible activities include:

- Transportation enhancements
- Recreational trails program
- Safe routes to schools program
- Planning, designing, or constructing roadways within the right-of way of former Interstate routes or other divided highways

50% of the funding is allocated by a formula based on population, with the other 50% being discretionary. The local match is 20%. Some of the proposed sidewalk, signal, and trail improvements would be eligible for this type of funding.

Urbanized Area Formula Grant (Section 5307)

The Federal Transit Administration provides the majority of its transit capital investment through this program, authorized under MAP-21. As a regional authority, the Nashville MPO would be the recipient for this grant. 80% of the capital funding for this grant is federal and 20% is a local match. 1% of all grant monies must be spent on associated transit security improvements. For operating assistance, there is a 50-50 split.

Other Federal Capital Funding Programs

TIGER Discretionary Grants have gone through six rounds of funding since being first authorized in 2009. Funding is allocated on a competitive basis, and projects must demonstrate they will deliver the following long-term outcomes: safety, economic competitiveness, state of good repair, livability, and environmental sustainability. Projects are also evaluated on their expected contributions to the economic recovery, as well as their ability to facilitate innovation and new partnerships. Projects that are awarded funding are generally multi-modal, multi-jurisdictional, and difficult to fund with other grants. Many of the multi-use trails needed in the Cool Springs area could be funded through this program.

State and Local Funding

Franklin Transit currently receives 19% of its operating and 7% of its capital funding through state sources, primarily through the state's Operating Assistance Program and Capital Investment Grants, and 61% of its operating and 22% of its capital funding through local sources, primarily through the local Transit Fund.

Sources for New Transit Funds

Value Capture and Impact Fees

The City of Franklin currently charges a transportation impact fee to any large new development. This study recommends that the City should either dedicate a portion of this fee to transit improvements in the area, or add an additional fee on top of this one for such improvements.

Much in the same vein, the City could dedicate a certain portion of property taxes within a newly created Cool Springs Special Service Area to go into a transit fund. This could be done through a “value capture” mechanism, whereby a certain portion of tax increase related to an increase in property value goes into the fund. The same mechanism could be used for retail sales taxes in the area.

Increasing the Realty and Mortgage transfer tax would be a good way in capturing the value unlocked by the addition of a robust transit system to the Cool Springs area. With the boom in housing construction and sales going on in Williamson County, and especially the Cool Springs area, this tax increase would have great potential in funding transit.

User Fees

Franklin currently does not require residents to buy a vehicle sticker (nor does Williamson County). With 92% of all households owning at least one car, adding this requirement would garner at least \$3.1 million (assuming a \$50 fee) if personal vehicles needed to be registered in the County, or \$1.1 million if the sticker requirement was just within the city of Franklin.

Taxes

Franklin currently assesses a 2.25% sales tax. This can be locally increased by an additional .50% to 2.75%. Increasing the tax would bring in an extra \$6.3 million, a portion of which could be dedicated to fund multimodal improvements. The increase would have to be approved by voters in a referendum.

Franklin also collects a 4% rate on occupied hotel rooms. Nearby Nashville collects a 6% tax on its rooms, plus a \$2.50 fee per person. Increasing the tax to the Nashville rate would garner additional transit funding and have the added benefit of taxing visitors who use the infrastructure of the Cool Springs area, without contributing taxes for it (i.e., the “free-rider” problem).

Another local tax that could be instituted would be a utility levy. The tax could be applied as a flat rate on a per meter or per household basis. Although this tax would not likely change travel behavior, connecting energy consumption with transit, however tenuous, it may psychologically link the two in consumers’ heads. With over 20,000 households in Franklin, a levy of this kind would generate about a \$500,000 per year, assuming a \$20 per household annual levy. This tax would need enabling legislation from the Tennessee Legislature.

Attaching a tax to each new commercial parking space built above a statutory minimum threshold would curtail excess parking space construction, and reduce the inherent subsidy of free parking spaces. Applying this tax to existing lots would both bring in revenue, and encourage denser development where excess parking occurs. Along with this tax should be a revision of land use codes to change the amount of spaces required to a maximum, rather than minimum, for each land use.

Adding an additional local tax on gasoline would be another way to fund these improvements. The current state gas tax rate is .20 per gallon (Note: it was set to be raised in 2015 but this did not happen) and could have an additional rate added on by Williamson County (and Maury and Rutherford Counties, for their portion of the express routes). Fuel tax increases would help encourage more compact, multi-modal land development in the Cool Spring area, although the effect may be only a signaling mechanism, rather than an actual goad for this type of development. The likely revenue raised for every penny increase on gallon of gas would be about \$1 million, assuming each Williamson County resident consumes 500 gallons of gas per year (\$5 generated per capita). This tax would need enabling legislation from the Tennessee Legislature.

Fares

The farebox recovery ratio of 6% for Franklin Transit is lower than its peer agencies. The current fare of \$1.00 (.50 cents for seniors) is below that of Memphis (\$1.75), Nashville (\$1.70), and Clarksville and Chattanooga (\$1.50). Farebox recovery ratios for other small systems in Tennessee include Clarksville (13%); Murfreesboro (9%); Bristol (4%), Knoxville (8%), and Jackson (18%). Big city systems like Memphis and Nashville currently recover about 20% of their costs from the farebox. An increase of 50 cents, in two increments of 25 cents, would help fund future transit improvements. For express routes, a distance-based fare should be instituted, rather than the current flat rate charged by the RTA. Charging .20 per mile (roughly one third of the IRS cost per mile write-off for using your vehicle for business for 2015) would cost a commuter \$3.25 for Spring Hill to Franklin trips; \$7.50 from Murfreesboro; \$3.50 from Antioch; and \$4.30 from Nashville.

Public-Private Partnerships

With the decline in transit funding on the federal, state, and local level (especially for capital projects), some transit agencies have turned to the private sector to fund operations and capital expenses.

One type of Public-Private Partnership (PPP) is a design-build contract for a Transfer Center, where the design and construction of the facility is done by a single contractor and would occur in near simultaneity. This would save money by offsetting some of the design risk onto the private contractor. Cost savings would also come by reducing the construction time of the project, and create synergies between the design and construction phase of the contract. However, The TMA Group would still need to serve as a project coordinator, and it may be difficult to find a local contractor that would have the experience to do this type of work.

This type of PPP could be extended even further by having the contractor assume the operating and maintenance costs for the facility once it is built. While this can save the transit agency money by creating a fixed, rather than a variable, cost of operation of a facility, there is a risk that the private operator could default on the contract, leaving

the transit agency on the hook for operating and maintenance costs. The contract itself can be very complex and costly to prepare. There is a possibility that this type of partnership could be entered into with a possible private intercity bus company (such as Megabus or Greyhound), who would be a possible major tenant of the facility. Other possibilities are including a major retail or non-profit tenant that would then operate the facility in return for rent-free or rent-reduced accommodations.

PPPs can also be used for operation of service. Cool Springs area companies, especially those in the underserved area along Carothers Parkway, could partially subsidize any new route in that area. A more direct subsidy could be made with the Flex Option, whereby companies that helped subsidize the route could get direct service off the fixed route at specific times without their employees needing to reserve a ride.

Corporate Sponsorships

With the plethora of corporations in the Cool Springs area, especially health care companies, there may be opportunities to leverage corporate dollars in the construction and maintenance of multiuse trails and bike lanes in the area, as well as the planning and erection of a wayfinding sign network in the area. Trails could be named the “Nissan Trail” or a connected series of bike lanes could be labeled the “CHS Route,” for instance.

Funding Agreements

Especially for regional routes running beyond the city limits of Franklin, funding agreements should be worked out with Murfreesboro, the city of Nashville, Spring Hill, Columbia, and Brentwood for express and local service to those communities. Williamson County, Rutherford County, and Maury County could also be approached for funding, as any express routes would benefit their residents as much, if not more, than Cool Springs area employers.

9. Public Input and Support

Public input was very critical to the study recommendations. Public input involved a presentation to public officials and stakeholders, two interactive public open houses and a survey distributed both online and at the public open houses.

Public Survey Results

The purpose of the public survey was to identify if the respondent currently uses an alternative means of transportation to get to work, whether they have used transit within the last twelve months, whether they bike or walk during their lunch break, and if and under what conditions they would ride transit within Cool Springs. A copy of the survey is provided in this section.

Summary of Key Results

Over 200 surveys were returned. The following provides a brief synopsis of the survey results:

Question: If you live in Franklin, is your address east or west of I-65?

Answer: Sixty-three percent of respondents live west of I-65

Question: If you work in Franklin, is your address east or west of I-65?

Answer: Seventy-nine percent of respondents work east of I-65

Question: What is your primary means of travel to or from Cool Springs?

Answer: Ninety percent of respondents commute via a single occupancy car; 5% carpool, 2% bike, 2% walk and 1% use Franklin Transit

Question: Where have you used transit over the last twelve months?

Answer: Forty-one percent of respondents report they have not used transit in the last 12 months; 36% have used transit elsewhere in the United States; 9% have used transit outside the United States, 8% have used transit in Nashville, and 6% have used transit in Franklin

Question: If you work in Cool Springs, do you walk or bike during your lunch break? If so, why do you walk or bike at lunch?

Answer: Fifty-seven percent of respondents report no with 43% saying yes they do walk or bike. Of those who do, the majority (88%) do so for recreation and/or exercise with the balance doing so to reach a destination.

Question: Would you use transit at lunch to move about the Cool Springs area if.....?:

Answer:

- You could depend on reliable service every 15 minutes (51%)
 - The service was free (37%)
 - Not at all (12%)
-

Question: Would you be willing to use a park and ride location to access an express bus route or vanpool?

Answer: Forty-three percent of respondents stated they would do so to go to an event in Nashville, 33% said to go to work in Cool Springs, 18% said to go to work in Nashville, and 6% to go to downtown Franklin.

Question: What factor(s) would most likely encourage you to use transit for your journey to work?

Answer: The following four answers were almost evenly split between the respondents, capturing approximately 24% of the responses for each of the following answers: frequency of service, speed of service hours of service and cost of service. An additional 4% of respondents said they would ride transit when the per gallon cost of fuel rises to \$4.00 per gallon or greater

Additional Public Comments

The survey also requested open ended comments. There were many divergent comments, some of which supported transit and others that did not. The comments can briefly be categorized as follows:

- Cool Springs needs a mass transit system
- Express buses or commuter rail and light rail services to /from outlying areas would be helpful
- Transit will only work if it is frequent enough, provides service almost door to door, and costs less than driving
- It is important to get ahead of the growth
- The roadway infrastructure is underbuilt; roads and ramps need to be widened and traffic signals need to be adjusted
- No one will ride transit when it is nicer and easier to drive one's car
- Buses won't make a difference in commuting; buses will get stuck in traffic similar to cars
- Sidewalks and bike lanes are important and would encourage people to walk or bike

Stakeholder Survey Results

In addition to a public survey, a Stakeholder Survey was also sent out to Cool Springs employers. A copy of this survey is provided in this section. Eleven surveys were returned. The purpose of the survey was to identify whether any of the companies currently offer incentive programs to their employees to use alternative means of travel to get to work and if not, would they be willing to sponsor or encourage an alternative means of transportation program. The following is a summary of the results of the survey.

Question: Do you know if any of (employees) use carpools/vanpools/transit to get to work?

Answer: Two companies reported that their employees use vanpools to get to work.

Question: Does your company provide any type of incentives to encourage employees to use an alternative means of transportation such as carpool/vanpools/transit?

Answer: One company reported they hand out free bus passes for work related trips.

Question: Does your company currently offer options such as telecommuting, condensed work schedules, or flexible working hours?

Answer: Eight of the companies report that they offer options for their employees. One company reported that their employees can work from home based on personal need but not as a regular occurrence. Five other companies offer flexible working hours, and telecommuting and 1 company stated they will consider this. Two other companies (one hospitality and the other healthcare) offer staggered work/shift hours.

Question: Would your company be interested in sponsoring or encouraging transit or other transportation options such as (note: more than one option can be checked):

Answer:

- Corporate-sponsored carpool and vanpool programs (1 respondent)
 - Well-publicized award systems rewarding employee mode shift (3 respondents)
 - Commuter Tax Benefit promotion (3 respondents)
 - Enrollment in “Best Work Places for Commuters” Program (2 respondents)
 - Location of bikeshare station on your company/agency property (3)
-

Additional Key Stakeholder Comments

The survey also requested open ended comments. The comments can briefly be categorized as follows:

- Development patterns need to change to allow more pedestrian focus
 - If people are going to use transit, need to drop people off close to their destinations
 - Supports transit technology which will allow you to know when bus will arrive
 - Proper and robust connectivity to downtown Franklin and other outlying areas is essential
 - Frequent (15 minute) service is important
 - School traffic should not impede commuter traffic; school hours should be revised
 - Traffic signals need to be synchronized
-

Public Open House

Public open houses were held on Tuesday, April 28, 2015 at One Franklin Park, 6100 Tower Circle, in Cool Springs. The meeting flyer is provided in this section.

A breakfast meeting was held from 7:30 to 8:30 a.m. and was well attended by stakeholders and government officials. Two other public open houses were held for the general public; one was held from 11:00 a.m. to 2:00 p.m. and the other from 4:30 p.m. to 7:30 p.m. A power point presentation which presented the study background and results was presented at each meeting. The public was then encouraged to review the boards displayed in the room and to participate in interactive exercises including identifying where they lived and work and which local transit alternative they supported. They were also encouraged to fill out the public survey in order to express their opinions.

Over 100 people attended the three open houses. Many of the attendees reported that they worked in Cool Springs; a few also lived within the study area. Support for the local transit service options presented was evenly split between the three options. Comments received were positive and in support of adding multimodal options within, to, and from the Cool Springs area. Comments included:

- It is critical to identify funding sources, including public-private partnerships
- Land use densities that support transit are necessary
- It is important to develop workforce housing within Cool Springs
- The “psychological” part to transit is critical to identify; i.e. what would it take to attract people to transit



COOL SPRINGS MULTIMODAL TRANSPORTATION STUDY

Thank you for taking the time to provide your feedback on the Study. Your ideas are important to us.

Name and contact information (optional) _____

Zip Code where you live _____ If you live in Franklin, is your address East or West of I-65 _____

Zip Code where you work _____ If you work in Franklin, is your address East or West of I-65 _____

What is your commute travel time between home and work?

Morning _____ hours _____ minutes **Evening** _____ hours _____ minutes

What is your primary means of travel to or from Cool Springs? (circle all that apply)

- a) Franklin Transit Fixed Route
- b) Franklin TransitOnDemand (TODD) service
- c) Express Bus
- d) VanStar Vanpool
- e) Carpool
- f) Bicycle
- g) Walking
- h) Car or other single occupancy vehicle
- i) Other _____

Where have you used transit over the last twelve months? (circle all that apply)

- a) Franklin
- b) Nashville
- c) Elsewhere in the United States
- d) Elsewhere outside the United States
- e) I have not used transit in the last 12 months

If you work in Cool Springs, do you walk or bike during your lunch break?

- a) Yes
- b) No

If so, why do you walk or bike at lunch?

- a) To reach a destination
- b) Recreation/Exercise
- c) Both
- d) Other _____

Would you use transit at lunch to move about the Cool Springs area if ? (circle all that apply)

- a) You could depend on reliable service every 15 minutes
- b) The service was free
- c) Not at all

Would you be willing to use a park and ride location to access an express bus route or vanpool? (circle all that apply)

- a) Go to an event in Nashville
- b) Go to work in Nashville
- c) Go to work in Cool Springs
- d) Go to work in another area _____ (location)

What factor(s) would most likely encourage you to use transit for your journey to work? (circle all that apply)

- a) Frequency of service
- b) Speed of service
- c) Hours of service (service span)
- d) Cost of service
- e) Per gallon cost of fuel rises to _____

What other comments do you have regarding transit in Cool Springs?

Please turn this Survey in to the Sign-In Desk at the Public Meeting or as follows:

Email: publicmeetings@tmagroup.org or gmtrimarco@transystems.com

Mailing Address: Ms. Gina Trimarco, Project Manager, TranSystems, 222 S. Riverside Plaza, Chicago IL 60606

Fax: 312-276-4805

Funding for the Study provided by: Federal Transit Administration, State of Tennessee, and City of Franklin



COOL SPRINGS MULTIMODAL TRANSPORTATION STUDY

Employer Survey

Thank you for taking the time to provide your feedback on the Study. Your ideas are important to us.

Name and contact information _____

Name of company/agency _____

How many people does your company/agency employ in the Cool Springs region? _____

Do you know if any of them use carpools/vanpools/transit to get to work? Yes _____ No _____

If so, do you know how many or what percentage use carpools/vanpools/transit? _____

Does your company provide any type of incentives to employees to get them to use an alternative means of transportation such as carpools/vanpools/transit? Yes _____ No _____

If yes, please describe the type of incentive here _____

Does your company currently offer options such as telecommuting, condensed work schedules, or flexible working hours? Yes _____ No _____

If yes, please describe type of work option here _____

Would your company be interested in sponsoring or encouraging transit or multimodal transportation options such as: (circle all that apply):

1. Corporate sponsored carpool and vanpool programs
 2. Well publicized award systems rewarding employee mode shift to ridesharing, transit and biking
 3. Commuter Tax Benefit promotion
 4. Enrollment in the "Best Work Places for Commuters" program
 5. Location of a bike share station on your company/agency property
- Other ideas you would be willing to do to encourage employees to use transit and other multimodal options to commute to work _____

What other comments do you have regarding transit in Cool Springs?

Please turn this Survey in to the Sign-In Desk at the Public Meeting or as follows:

Email: publicmeetings@tmagroup.org or gmtrimarco@transystems.com

Mailing Address: Ms. Gina Trimarco, Project Manager, TranSystems, 222 S. Riverside Plaza, Chicago IL 60606

Fax: 312-276-4805



Community Meeting for Cool Springs Multimodal Transportation Transit Network Study

Tuesday, April 28, 2015. 11:00 AM–2:00 PM (light lunch will be available)
& 4:30 PM–7:30 PM

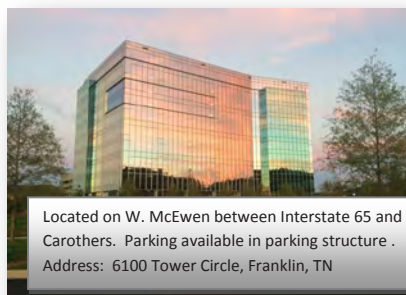
The TMA Group and the Franklin Transit Authority have conducted a transportation study through Transystems, a distinguished transportation consulting firm, for the Cool Springs area of Franklin. The TMA Group will be holding a community meeting for highlighting the recommendations of the study and to receive input from the community on the transportation opportunities in Cool Springs.



Two Community Comment meetings will be held on Tuesday April 28, 2015 from 11:00 AM– 2:00 PM (light lunch will be available) and 4:30 PM–7:30 PM. The meetings will be held at Cool Springs newest multi-use development:

One Franklin Park 6100 Tower Circle, Cool Springs

These meetings are intended to generate public comments from as many businesses, employees, residents, shoppers, and corporate partners in the Cool Spring area as possible. So please plan to attend and share your ideas about the future of transit and transportation in Franklin.



Located on W. McEwen between Interstate 65 and Carothers. Parking available in parking structure .
Address: 6100 Tower Circle, Franklin, TN

Directions from Franklin: I-65 North, Exit W. McEwen Drive (Exit 67). Turn right onto W. McEwen. Turn left onto Tower Circle.

Transit on Demand service is available through Franklin Transit within the City of Franklin service area. (615) 628-0260 (48 hr notice)

Persons with a disability or special needs, who require aides to participate at the meeting, may contact Mike Johnston directly at (615) 628-0260 (48 hours notice)

All comments received at the meeting or within the specified comment period will be included in the official meeting transcript. In addition, comment cards are available for those who prefer to make written statements. Written statements and other exhibits may be submitted by May 9, 2015, by email to publicmeetings@tmagroup.org, or by mail to The TMA Group, 708 Columbia Ave, Franklin, TN 37064

APPENDIX: A

Existing Conditions Report



COOL SPRINGS

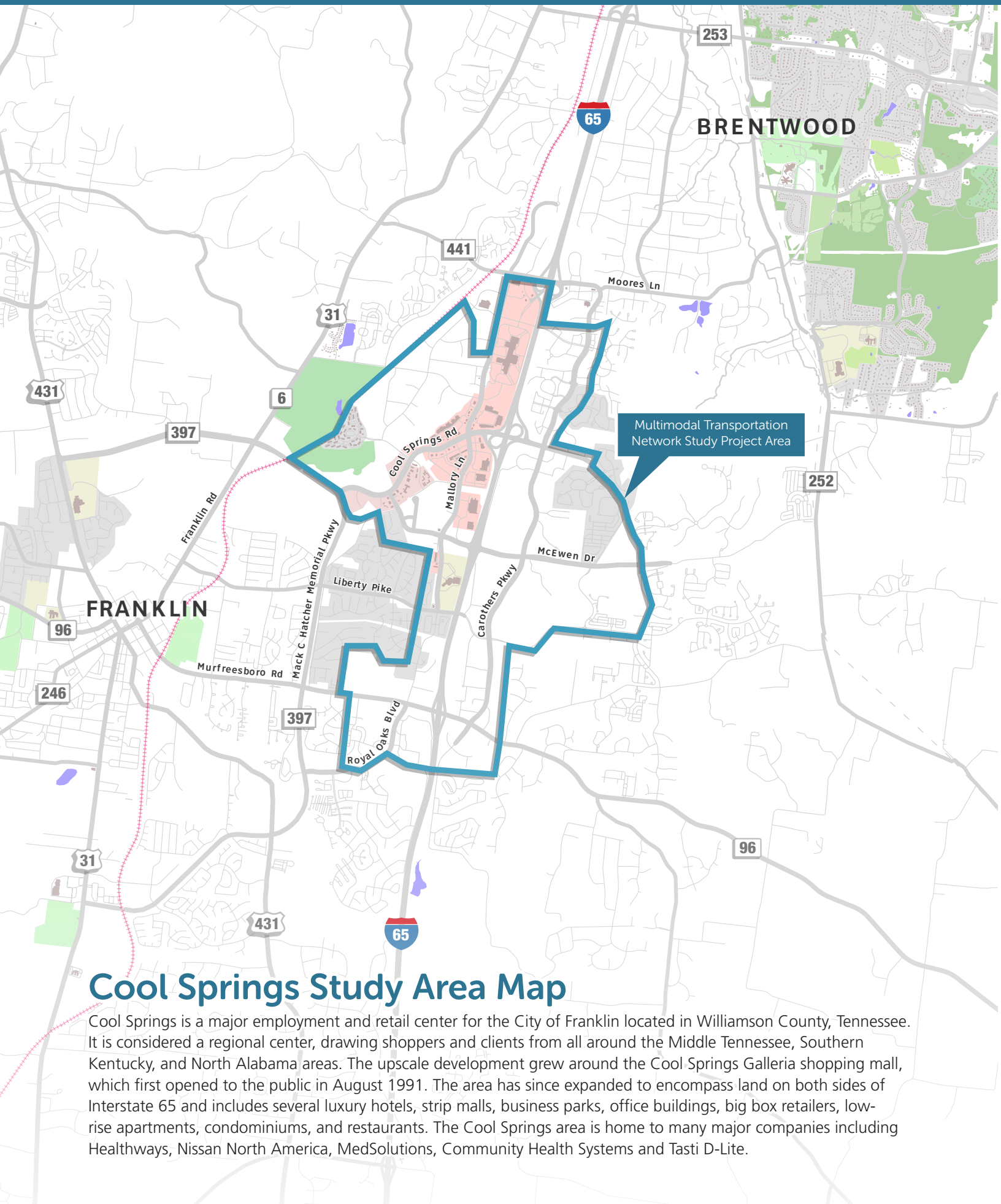
Multimodal Transportation Network Study

EXISTING CONDITIONS REPORT

APPENDIX

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Cool Springs Study Area Map

Cool Springs is a major employment and retail center for the City of Franklin located in Williamson County, Tennessee. It is considered a regional center, drawing shoppers and clients from all around the Middle Tennessee, Southern Kentucky, and North Alabama areas. The upscale development grew around the Cool Springs Galleria shopping mall, which first opened to the public in August 1991. The area has since expanded to encompass land on both sides of Interstate 65 and includes several luxury hotels, strip malls, business parks, office buildings, big box retailers, low-rise apartments, condominiums, and restaurants. The Cool Springs area is home to many major companies including Healthways, Nissan North America, MedSolutions, Community Health Systems and Tasti D-Lite.

EXISTING CONDITIONS

1. Introduction

The goal of the Cool Springs Multimodal Transportation Network Study is to determine the extent of a purpose and need for an integrated multimodal transportation network in the Cool Springs area of Franklin, TN including but not limited to a transit circulator system, ridesharing, fixed route and express bus service connectivity, park and ride facilities, and pedestrian/bicycle system as integrated components.

The Existing Conditions Report will begin the groundwork for Plan recommendations. The report contains the following sections:

- *Prior Studies*
- *Demographics and Land Use*
- *Travel Patterns*
- *Existing Transit Services*
- *Pedestrian and Bike Connections*
- *Roadway and Parking Conditions*
- *Appendix*



2. Prior Studies

Although there have not been any studies directly related to transit, bike, or pedestrian access to Cool Springs, several past studies - mostly dealing with the roadway network - have incorporated these elements.

Carothers Parkway and East McEwen Drive Integrated Growth Plan (2013):

This local study recommends a roadway growth plan on McEwen Drive between Mallory Lane and Cool Springs Boulevard and from Liberty Pike and Cool Springs Boulevard on Carothers Parkway. As part of the report, they advise Franklin Transit Authority to consider offering more transit east of I-65. It also recommends the establishment of express route stops for Route 91X and Route 95X in the vicinity of McEwen Drive and Carothers Parkway.

2035 Regional Transportation Plan (2010):

This plan, put out by the Nashville Area Transportation Planning Organization (MPO), makes several transit recommendations for the Cool Springs study area. One recommendation, adding an additional trip on Route 91X, has been implemented. The MPO identifies the corridor roughly along I-65 (called “the South Corridor”) as a future corridor for high capacity transit in some form, either bus rapid transit (BRT), light rail (LRT), or commuter rail.

Franklin Major Thoroughfare Plan (2010):

The Major Thoroughfare Plan (MTP), issued in coordination with the Williamson County MTP, recommends a series of roadway projects in the Cool Springs study area, mostly involving road widening. A table in the Future Roadway Improvements section at the end of this documents delineates the specific projects included in this plan, including the horizon year. This Plan is currently being updated for 2014.

Greenway and Open Space Plan (2010):

Intended as expansion of the 2008 Land Use Plan’s sustainability guiding principles, this document lays out three major principles in order to reach the City of Franklin’s goal in becoming one of the top 25 sustainable cities in the country. Open-space preservation, connections between these preserves and surrounding land uses, and the linking of disparate open spaces together into greenways are the key elements of this goal. The plan recommended a series of bike lane and pedestrian improvements in the Cool Springs study area. The following roads in the study area were recommended to have bike lanes: Carothers Parkway, Murfreesboro Road (Tennessee Route 96) and Mallory Lane. Multi-use paths are proposed on the entire length of Carothers Parkway, McEwen Drive, Murfreesboro Road (Tennessee Route 96), Mallory Lane, and Cool Springs Boulevard.

Sustainable Community Action Plan (2009):

This plan, put out by the City of Franklin, recommended as an action item the establishment of an express route between Spring Hill and Nashville by 2013, with the Franklin to Nashville service beginning in 2009. The implementation of Route 91X that year satisfied the latter benchmark. The report also recommends a Southern Corridor Study needs assessment by the MPO, which has yet to be initiated.

Franklin Land Use Plan (2008, amended 2011):

The Franklin Land Use Plan recommended that well-lit park-rides be established at retail centers. It also encouraged the Nashville MPO to make an LRT or BRT route between Franklin and Nashville a top priority, although no alignment was specifically favored. Further explication of this Plan as it relates to the Cool Springs study area will be in the Land Use section.

Roadway Enhancement Plan (2001):

The City of Franklin adopted this master plan in order to create a uniform design standard for several types of roads in the City. Of the five priority roadways chosen as the basis for these design standards, three are in the Cool Springs study area: Mallory Lane from Liberty Pike to Jordan Road; the Murfreesboro Road (Tennessee Route 96) and I-65 interchange; and the Cool Springs Boulevard interchange with I-65. Mallory Lane is classified as a Suburban Civic/ Commercial roadway. In the design guidelines for this type of roadway, the inclusion of a parkway strip between pedestrians and the road is recommended. Also, general recommendations include the inclusion of bike infrastructure, such as bike racks and off-street bike trails along the rights-of-way of major streets. Transit stops in areas like the Cool Springs study area are to be designed with decorative elements matching the rest of the roadway and include way finding signs including a transit map, a sign for the stop name, and a covered waiting area with seating. The general guidelines for the Cool Springs roadways were adopted, and the pedestrian guidelines were adopted for new and reconstructed arterials. But most of the bike and transit recommendations were never adopted.

3. Demographics and Land Use

Socio-Economic Conditions Today

The Cool Springs study area is located in Franklin, TN in Williamson County. Between 1990 and 2010, the City of Franklin's population has grown from 20,098 to 62,487, tripling the size of the City. It is estimated that the City has added another 6,000 people since then. This explosive growth coincides with the emergence of Cool Springs study area as a major commercial draw for the region.

Existing Population

The U. S. Census (2010) indicates that there are approximately 17,000 people currently living in the Cool Springs study area. As shown on the map in [Figure 1](#), most of the denser population centers are grouped on the perimeter of the study area. There is an 18% minority population in the study area, with the predominant minority being Asian, which makes up about 12% of the population in the study area ([see Figure 2](#)). The minority population is similar to Franklin as a whole, with the difference being that there are a higher percentage of Asians in the study area and a lower number of African Americans and Hispanics.

Household Income

There is little poverty within the study area. 42% of households in the Cool Springs study area have a household income of \$100,000 or greater per year. 11% of the households are considered low income (income less than \$25,000/year). The census tract with the highest poverty rate draws most of its poor residents from farther west in the neighborhoods abutting Liberty Pike. Cool Springs draws workers from the entire region, however. The income statistics of some of these contributing areas are shown in [Table 1](#).

Table 1: Comparison of Income in Cool Springs and Surrounding Areas

	Total Households	< \$25,000	\$25,000-34,999	\$35,000-49,999	\$50,000-74,999	\$75,000-99,999	\$100,000-199,999	< \$200,000	% Low Income	% High-Income
Cool Springs	12,185*	1,379	972	1,279	1,719	1,794	4,049	965	11.3%	7.9%
Rest of Franklin	13,946	2,569	863	1,192	1,342	2,279	3,273	2,456	18.4%	17.6%
Murfreesboro	41,261	9,261	4,560	6,692	7,411	5,116	6,260	1,261	22.4%	3.1%
Spring Hill	9,743	516	750	1,203	2,157	2,001	2,880	236	5.3%	2.4%
Antioch (area)	11,978	3,209	1,972	2,743	2,362	807	855	39	26.8%	0.3%

*Source: Census tract level data. Some households are outside the study area.

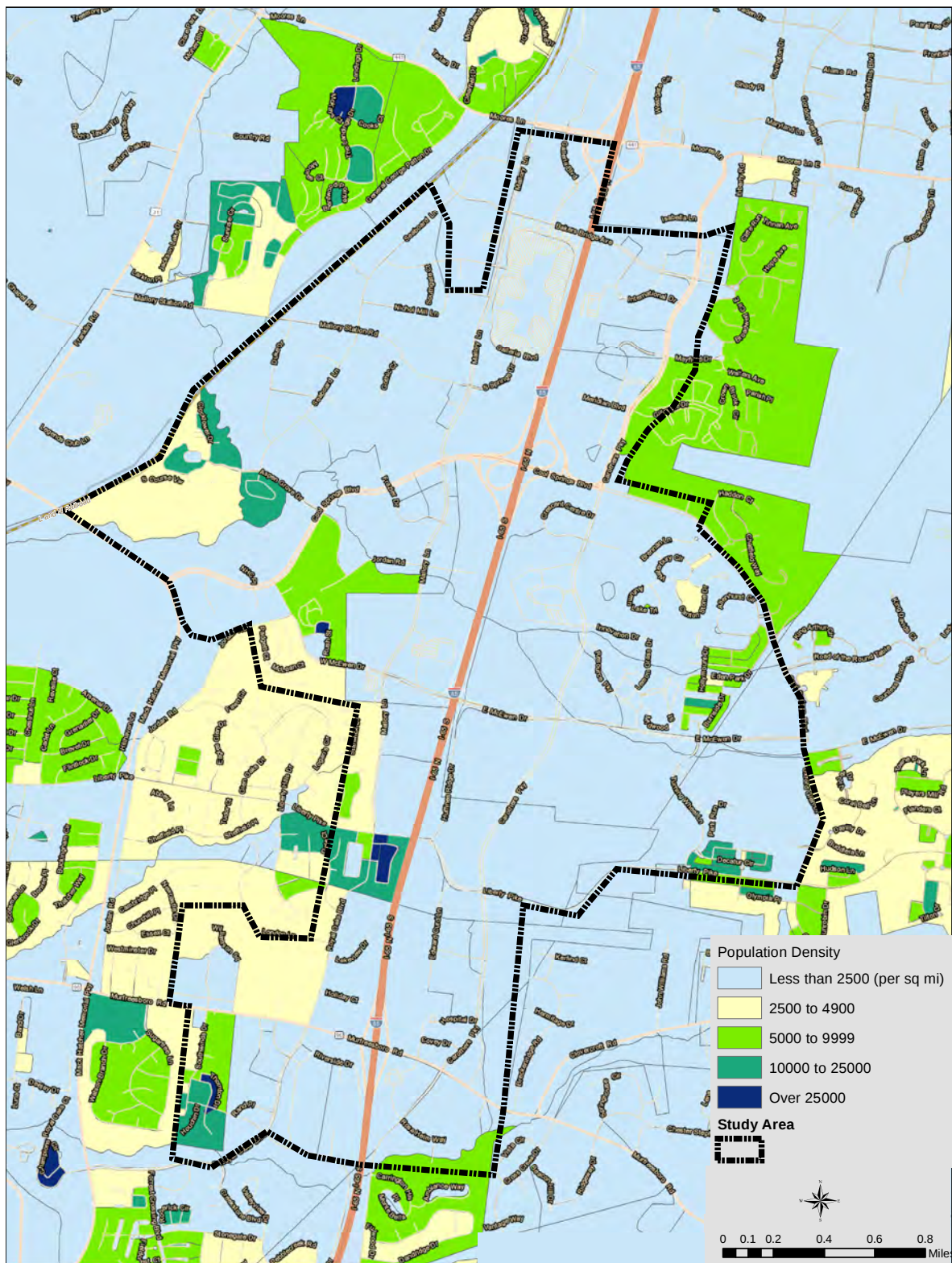


Figure 1: Population Density in the Cool Springs Study Area

source: Nashville Area MPO Employment and Population Forecasts

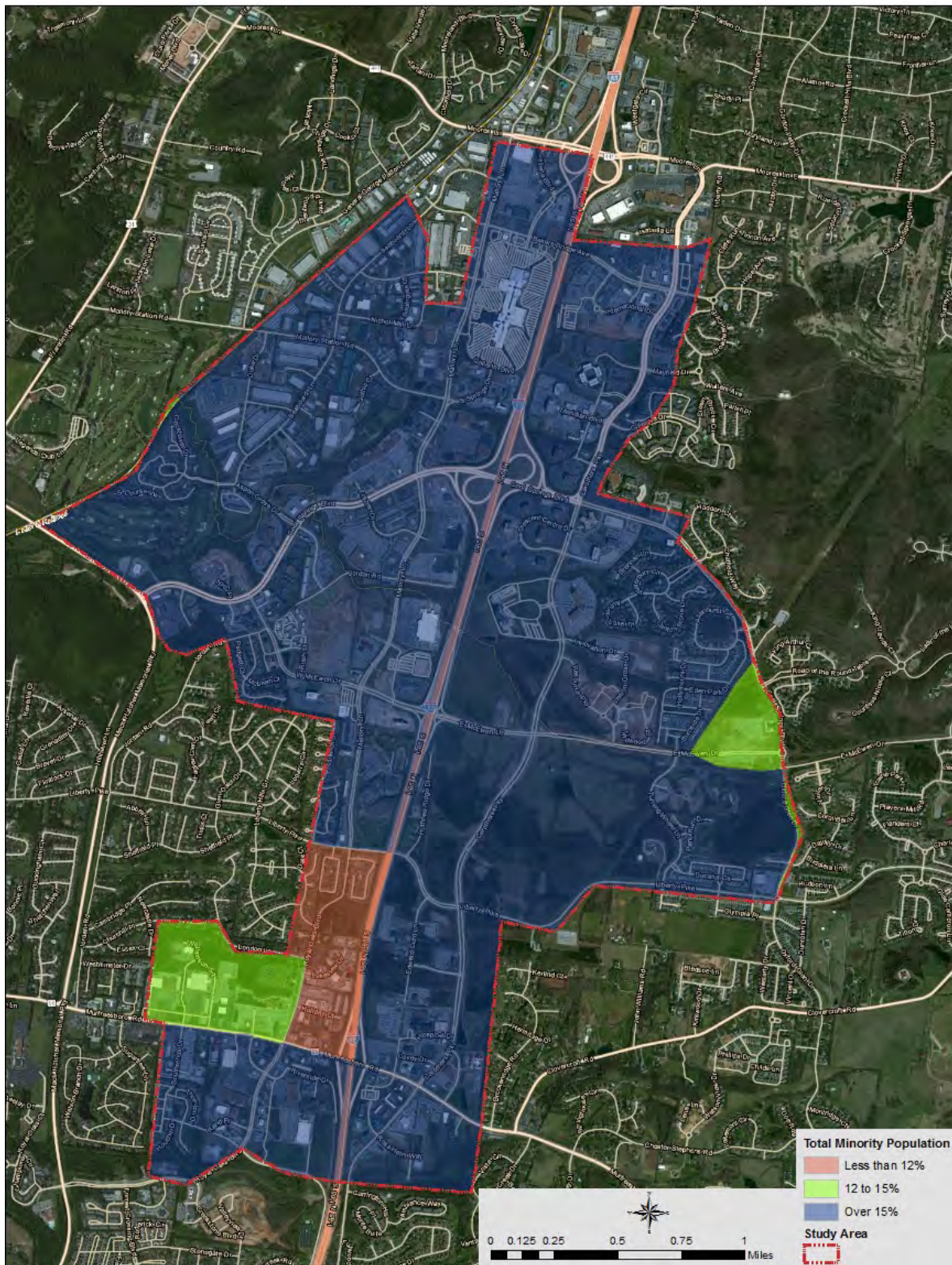


Figure 2: Minority Population of the Cool Springs Study Area
 source: 2010 Census

Existing Employment

The Cool Springs study area is a major employment center. Due to the campus like atmosphere, jobs are spread out throughout the area. Denser pockets of employment, both retail and office centers are shown in [Figure 3](#).

The health care industry is the major employment sector in the Cool Springs study area with 15 companies that employ 200 or more workers calling the area home. Those employing over 1,000 workers include the largest employer in the corridor, Community Health Systems (4,300 employees), Williamson Medical Center (1,440), and Healthways (1,160). Nissan (1,600 employees) and Verizon Wireless (1,300) have their North American and state headquarters respectively within the Cool Springs study area. Technology, entertainment, and manufacturing are the other major industries located within the Cool Springs study area that employ at least 200 people in at least one firm in the sector.

Household and Employment Forecasts

The Cool Springs study area shows no sign of slackening its explosive growth rate. Employment is projected to grow 36% by 2040 and households will almost double by the same year. Forecasts were projected using Census tract data.

[Table 2](#) shows selected employment sectors in the Cool Springs area, showing forecasted growth over the next 25 years. The study area will remain largely a place for commercial activity.

[Table 2:](#) Household and Employment Forecasts*

	2012	2040	Approximate % change
Employment			
Manufacturing	1,593	1,587	negligible
Retail	13,389	19,241	44%
Office	33,930	57,923	71%
Households	6,342	12,550	98%

*Source: Nashville Area MPO Employment and Population Forecasts

Land Use

Current Land Use

The Cool Springs study area incorporates multiple land uses. The current built environment contains many types of residential housing (single family detached, multi-story apartment complexes, townhomes, and condominiums), retail (mixed-use, traditional suburban, big box, regional mall, strip centers), office (some within planned unit developments, some as single uses), and industrial (light, heavy, and warehousing). Within the undeveloped areas of the study area, everything is permitted except industrial. There is a transportation impact fee based on square footage and type of use that is charged to any development in the study area¹. However, none of that is dedicated to transit.

Most new housing that is being built is priced at over \$500,000. The lack of housing affordability for the working and middle class in the study area continues to be an issue, especially in the retail sector, when employers are attempting to fill jobs.

¹ Section 16-418 of the Franklin Municipal Code

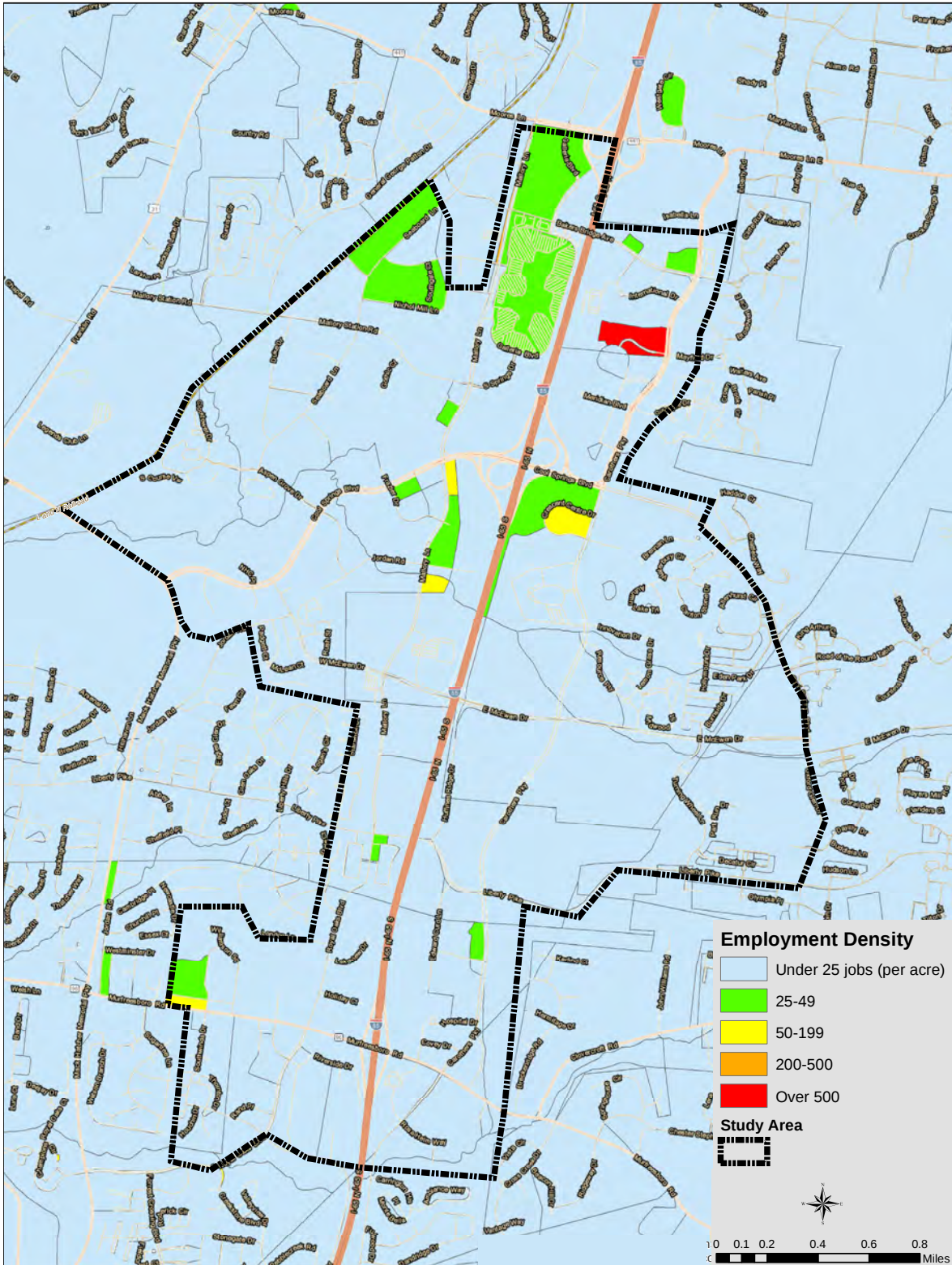


Figure 3: Employment Density in the Cool Springs Study Area
source: Nashville Area MPO Employment and Population Forecasts

Projects Proposed and Under Construction

With an office vacancy rate of just 3%, there is continued high demand for office space in the Cool Springs area. Some limitations on development on the east side of I-65 is the 10-story limit on high-rise construction, and a large slope roughly half way between Liberty Pike and McEwen Drive that cannot be built on due to Article VII, Division 7114 to the Williamson County land use code, which only permits 5% of the slope at that gradation to be developed. The retail focused (west) side of I-65 is almost fully built out, but there are a few infill developments underway.

Projects on the east side of the Cool Springs study area either in development, or under construction, are particularly focused on the intersection of McEwen Drive and Carothers Parkway.

- Ovation (<http://www.ovationcoolsprings.com/>) is a 147-acre mixed use development slated for the southeast corner of McEwen and Carothers. Designed to attract millennials, it will contain 350,000 square feet of retail, 1.4 million square feet of office, and a 300 room hotel. A mix of housing types, including row houses, high rises, and detached housing will be present on-site. The project adheres to “smart growth” principals, and will include an internal trail and path system connecting the active land uses with 57 acres of preserved open space. The estimated date of completion is unknown, although ground has already been broken on the project.



Ovation, master-planned mixed-use lifestyle project.
(Source: Rendering from <http://www.ovationcoolsprings.com/>)

- Franklin Park (<http://franklinparkcs.com/>) is currently under construction at the northwest corner of Carothers and McEwen. When fully built out, it will feature 1.25 million square feet of office space, a 600 person capacity amphitheater (in the near term, this will be for tenant use only), and a 10-story apartment tower. The office building is scheduled to be completed by the end of 2014.
- New apartment homes and condos are being built at the northeast corner of the intersection. Although primarily as residential development, it will include 300,000 square feet of office space.



Franklin Park Master Plan - 71-acre office campus
(Source: <http://www.http://franklinparkcs.com/>)

- On the southwest corner of Carothers and McEwen, Vanderbilt University has owned the land since 2008, with plans to build a 500,000 square feet medical campus. It is unclear when construction of the facility will begin.
- Elsewhere in the vicinity of this intersection, Columbia State Community College is building a new campus on 36 acres off Liberty Pike, approximately a half mile east of Carothers Parkway. This campus will be open in the spring of 2016.

- Some smaller scale office developments (under 500,000 square feet) are being developed at the corner of Liberty Pike and Carothers Parkway. These are the more traditional, suburban-style office developments.
- On the west side of the corridor near the Cool Springs Galleria, development is occurring as follows:
 - Near Mallory and McEwen Drive, a 40 acre mixed use site, whose commercial component will be retail, rather than office uses, is under development.
 - Smaller scale development activity (both retail and dense residential) is occurring along Cool Springs Boulevard between Windmere (where a new traffic light is being installed) and McEwen Drive.
 - The Galleria is being revitalized. With the closing of Sears, a 9,000 square foot Cheesecake Factory is being built, along with an American Girl Place. The first phase is scheduled to be completed in 2015, with final construction to be finished in 2016.
- New single-family residential construction will continue to be built at the far eastern edge of the Cool Springs study area, with a mixture of attached townhomes and condos with detached houses. Price points for these homes are currently around \$300,000 for attached homes, and above \$500,000 for detached homes.

Future Land Use

The Franklin Land Use Plan, adopted in 2008 (and amended in 2011), divided the City into several “Character Areas”. The area that encompasses the Cool Springs study area is called McEwen. The character area is further divided into 10 special areas, each of which have design concepts attached to them that will guide future development. Six of these special areas are in Cool Springs as shown in [Figure 4](#) and described below:

- **Special Area 1** is intended to remain the way it is now, a light industrial district.
- **Special Area 3** is built out with apartments, and no change is expected here.
- **Special Area 4**, which encompasses most of the study area, should be developed with a mixture of attached and detached residential, with neighborhood or local retail uses built nearby, or within the same building. Higher intensity commercial uses should straddle I-65, with developments farther away from the interstate having less density. Local retail (both sides of I-65) and attached residential (east of I-65) can also be used as a transition between Regional Retail (big box stores, malls) and detached residential neighborhoods. All big box retail is to be concentrated west of I-65.
- **Special Area 5** is seen as a flawed gateway to the City. An integrated design and a long-term revitalization plan for the area are needed, the plan says, if the gateway is to become an appropriate introduction for regional travelers to the City.
- **Special Area 9** is an extension of this gateway concept, with high quality design standards (promoting a “small town feel”) to be applied along Murfreesboro Road.
- **Special Area 10** has a fully established character as a semi-gated planned unit development that should be matched when any new development occurs.

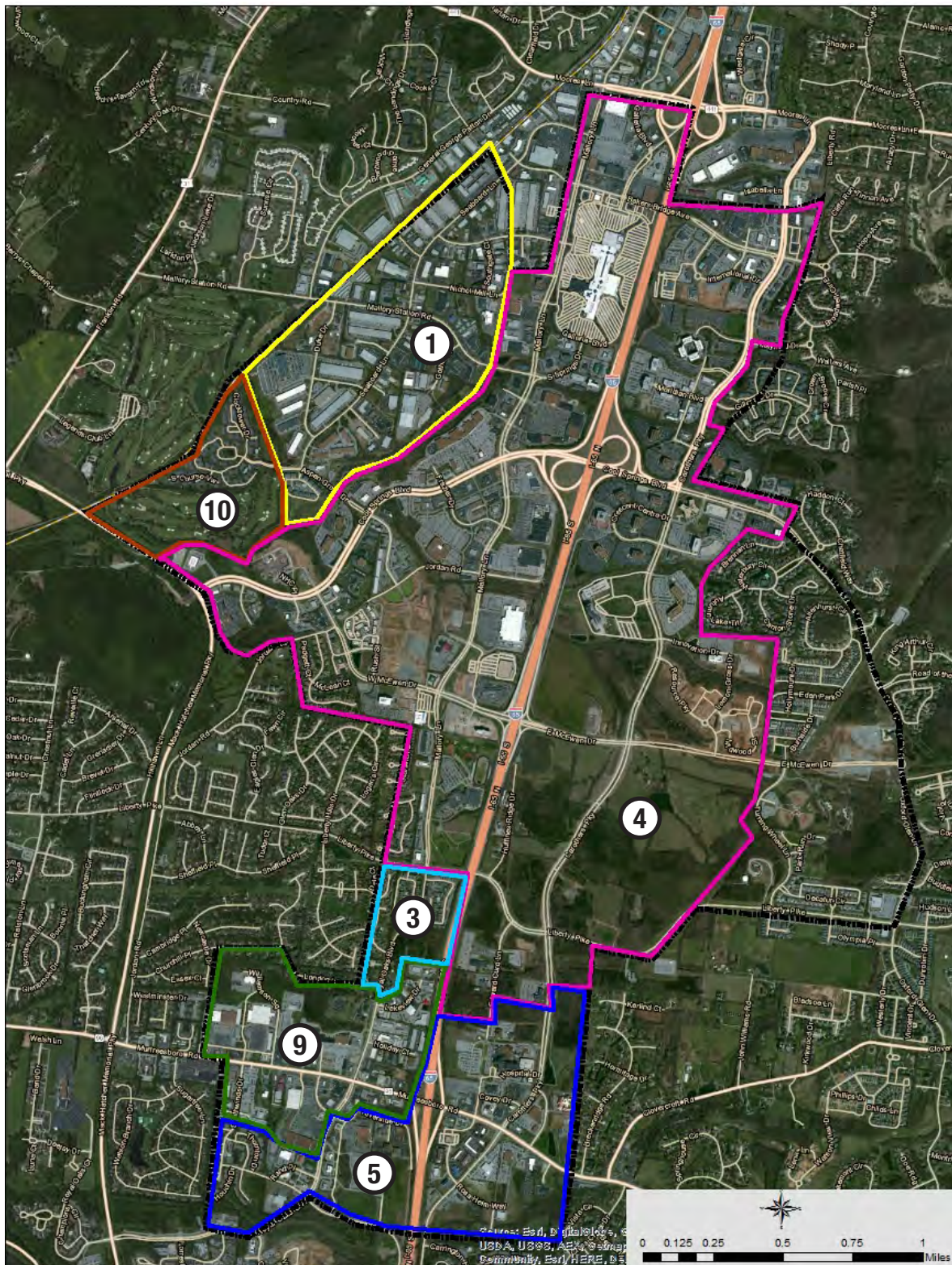


Figure 4: Special Areas in the Cool Springs Study Area

4. Travel Patterns

Residence Locations of Workers in the Corridor

As shown in [Figure 5 and Table 3](#), most workers in Cool Springs come from the City of Franklin outside the Cool Springs area. In addition, sizeable pockets come from Spring Hill/Columbia and the Antioch community of Nashville. Somewhat surprisingly, there are no concentrations of workers from the West End or East Nashville neighborhoods of Nashville. The majority of retail workers come from Franklin—due to the low pay of these jobs and high cost of living locally, these are most likely not the primary earners in their households. Jobs paying between \$15,000 and \$40,000 a year have highest percentage of workers (who commute to Cool Springs) coming from the southeastern neighborhoods of Nashville and Columbia. Higher wage jobs are generally filled by workers from Spring Hill.

Table 3: Top 10 Home Locations for Workers in the Cool Springs Study Area*

		Count	Share
Total Primary Jobs		29,535	100.0%
Top Home Locations	Zip Code		
Franklin	37064	2,443	8.3%
Brentwood	37027	1,613	5.5%
Franklin-Cool Springs	37067	1,608	5.4%
Spring Hill	37174	1,398	4.7%
Nashville Antioch community	37013	1,322	4.5%
Nashville Southern Hills community	37211	1,289	4.4%
Columbia	38401	1,025	3.5%
Smyrna	37167	698	2.4%
Franklin-North	37069	683	2.3%
Murfreesboro-West of I24	37128	641	2.2%

*Source: 2011 Longitudinal Employer-Household Dynamics Origin-Destination Statistics (LODES)

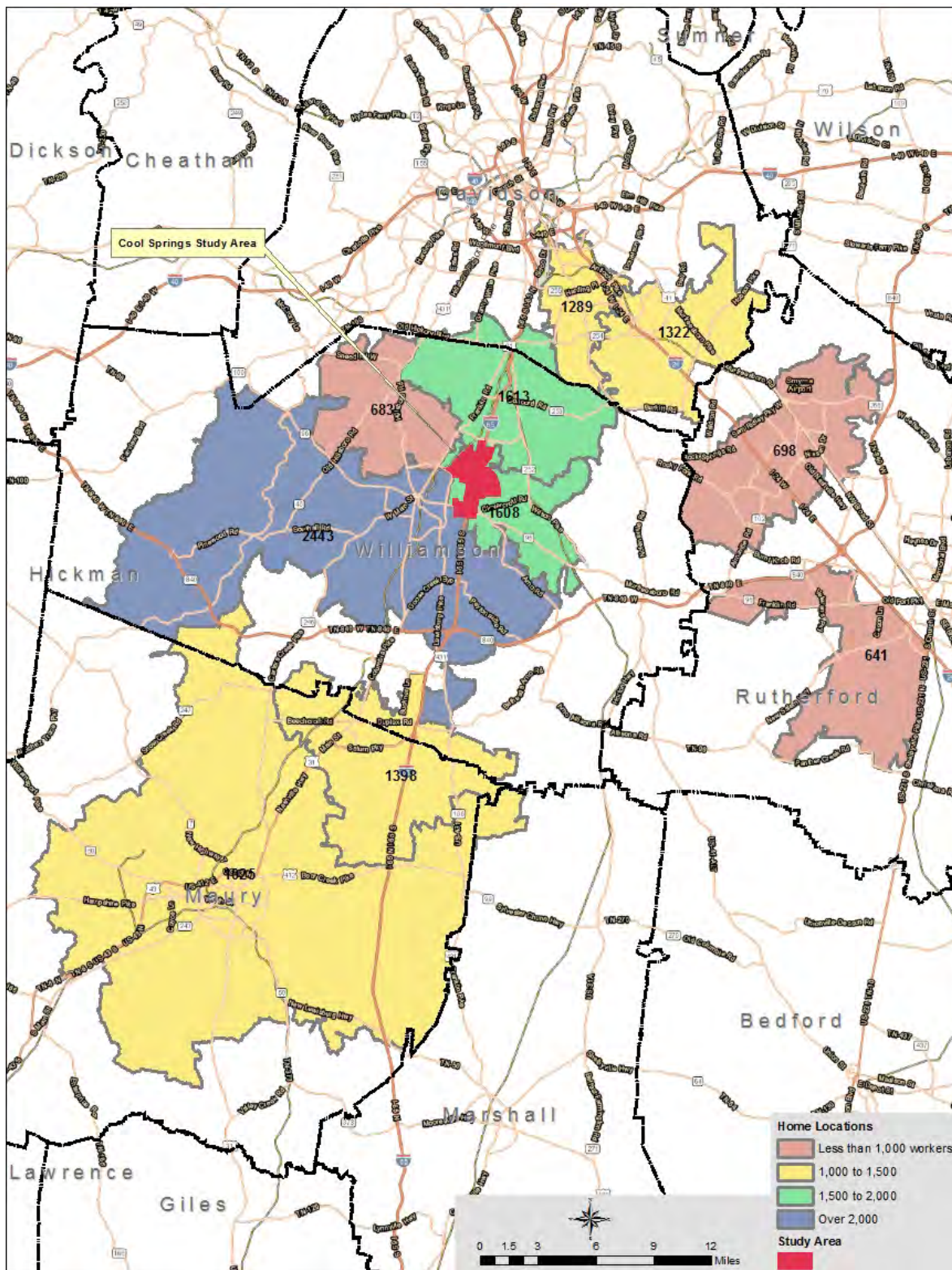


Figure 5: Home Location of Workers in the Cool Springs Study Area (by Zip Code)
Source: 2011 LODS

Work Locations of Residents in the Corridor

Most Cool Springs residents work locally as shown in [Figure 6](#). The residents who do travel outside of Franklin to work generally work in either the Nashville CBD or the West End of Nashville. There are also a significant number of jobs they travel to along the I-24 corridor.

Commute Mode and Commute Time of Cool Springs Study Area Residents

Less than 1% of workers residing in the study area walk or use transit to access their jobs. However, there are a significant amount of workers carpooling which may be a potential transit market ([see Figure 7](#)).

Generally, workers spend around 20 minutes getting to and from jobs, with the lowest commute time (13.7 minutes) for workers residing in the northwest quadrant of the Cool Springs study area, generally between Mallory Station Road and Moores Lane just west of Mallory Lane. The highest commute time is for workers in the southwest corner of the study area, just southeast of the Murfreesboro Road and I-65 interchange.

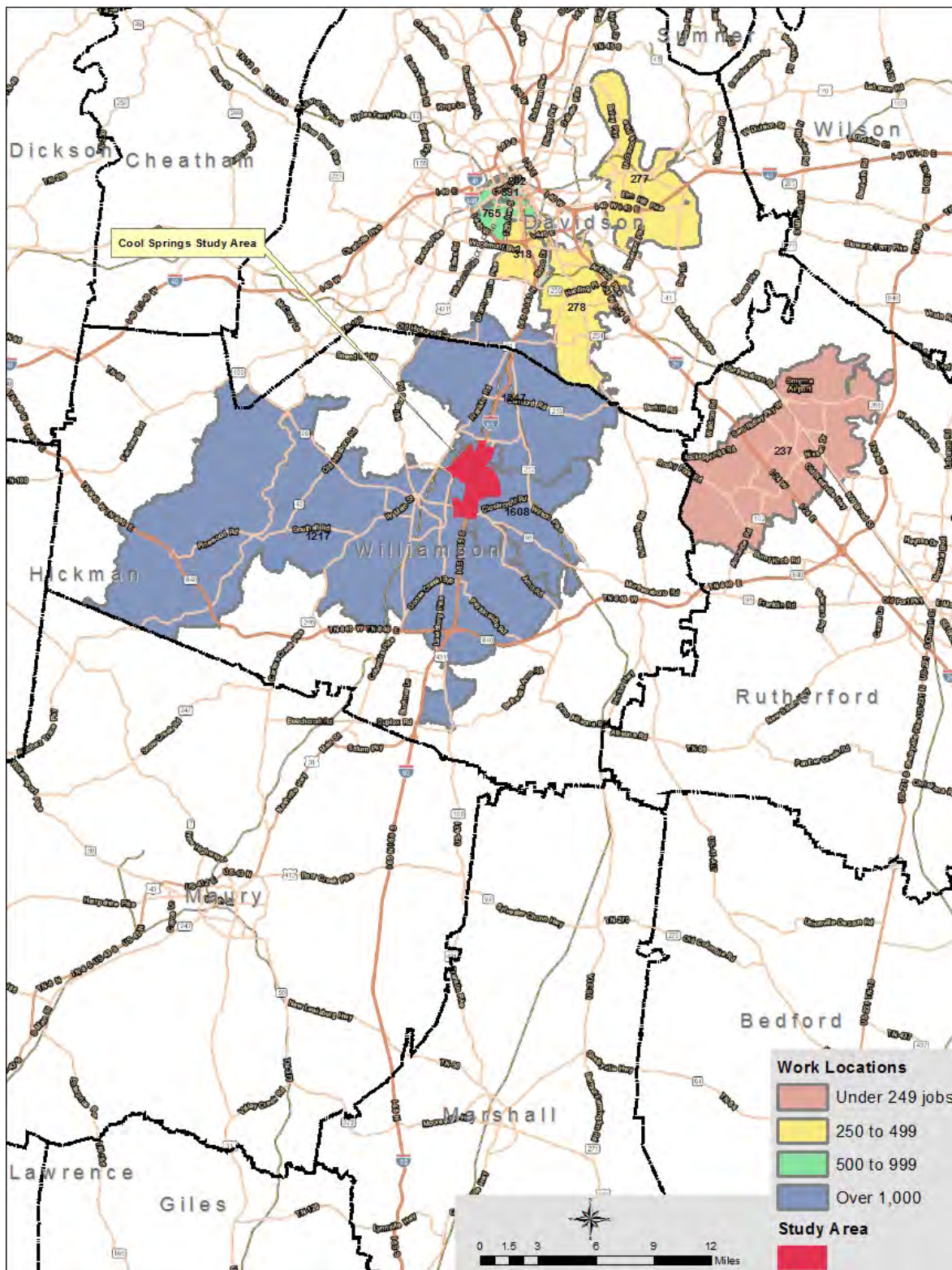


Figure 6: Work Location of Residents in the Cool Springs Study Area (by Zip Code)
 Source: 2011 LODS data

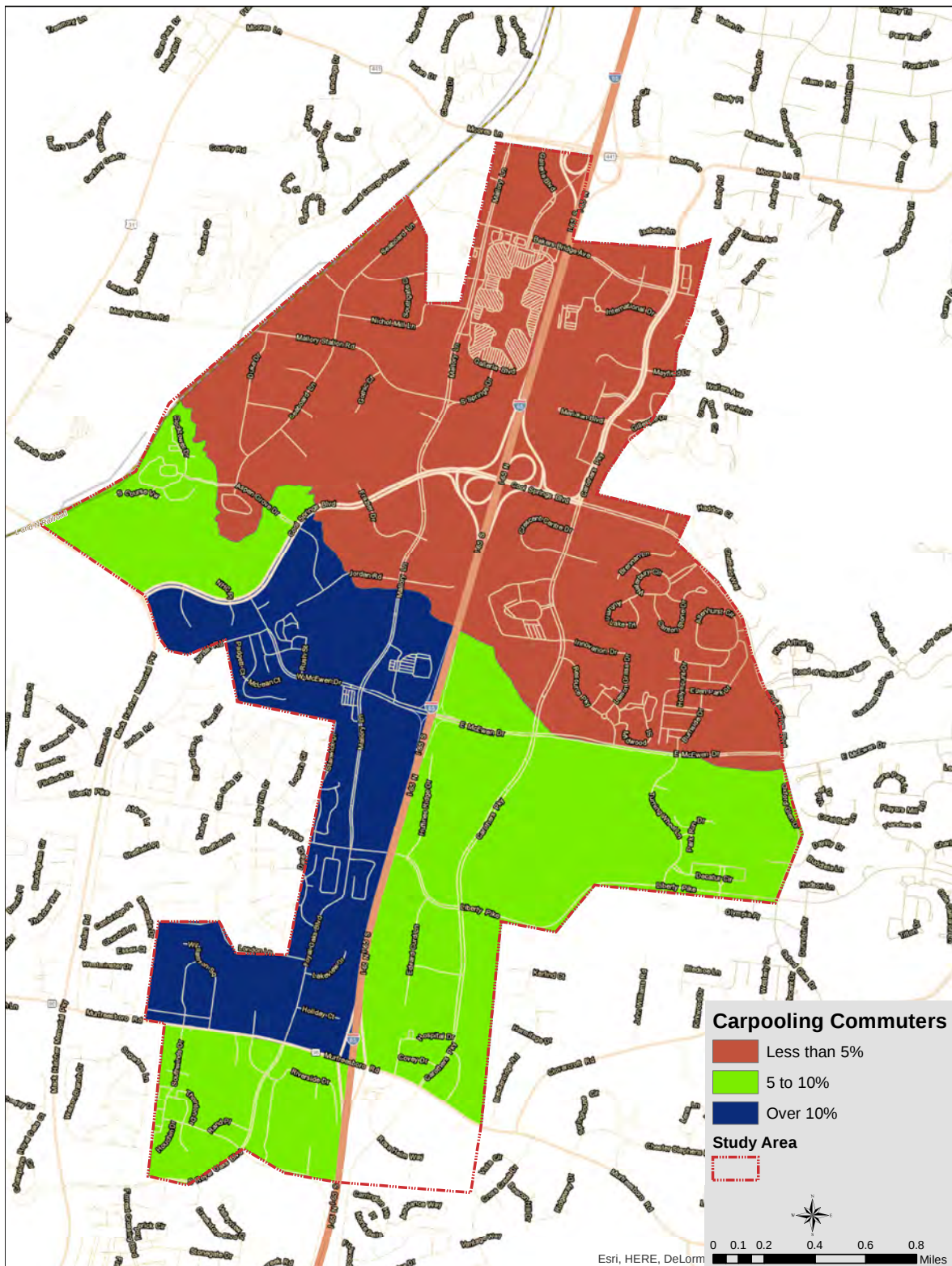


Figure 7: Commuting by Carpool

Source: American Community Survey 2007-2012

5. Existing Transit Services

Franklin Transit Fixed Route

The TMA Group operates three fixed routes in Franklin for the Franklin Transit Authority (FTA) - the East Bound Route, West Bound Route, and South Bound Route. Two of the routes operate at least partially within the Cool Springs study area (i.e. the East Bound Route and the South Bound Route). The East Bound Route and West Bound Route have been operating in their present alignment in Franklin since 2007, with the South Bound Route added November 17, 2011. All of the routes run hourly. They are described as follows (*see Figure 8 and Figure 9 for more routing information*).

South Bound Route - The Factory at Franklin to former Kmart

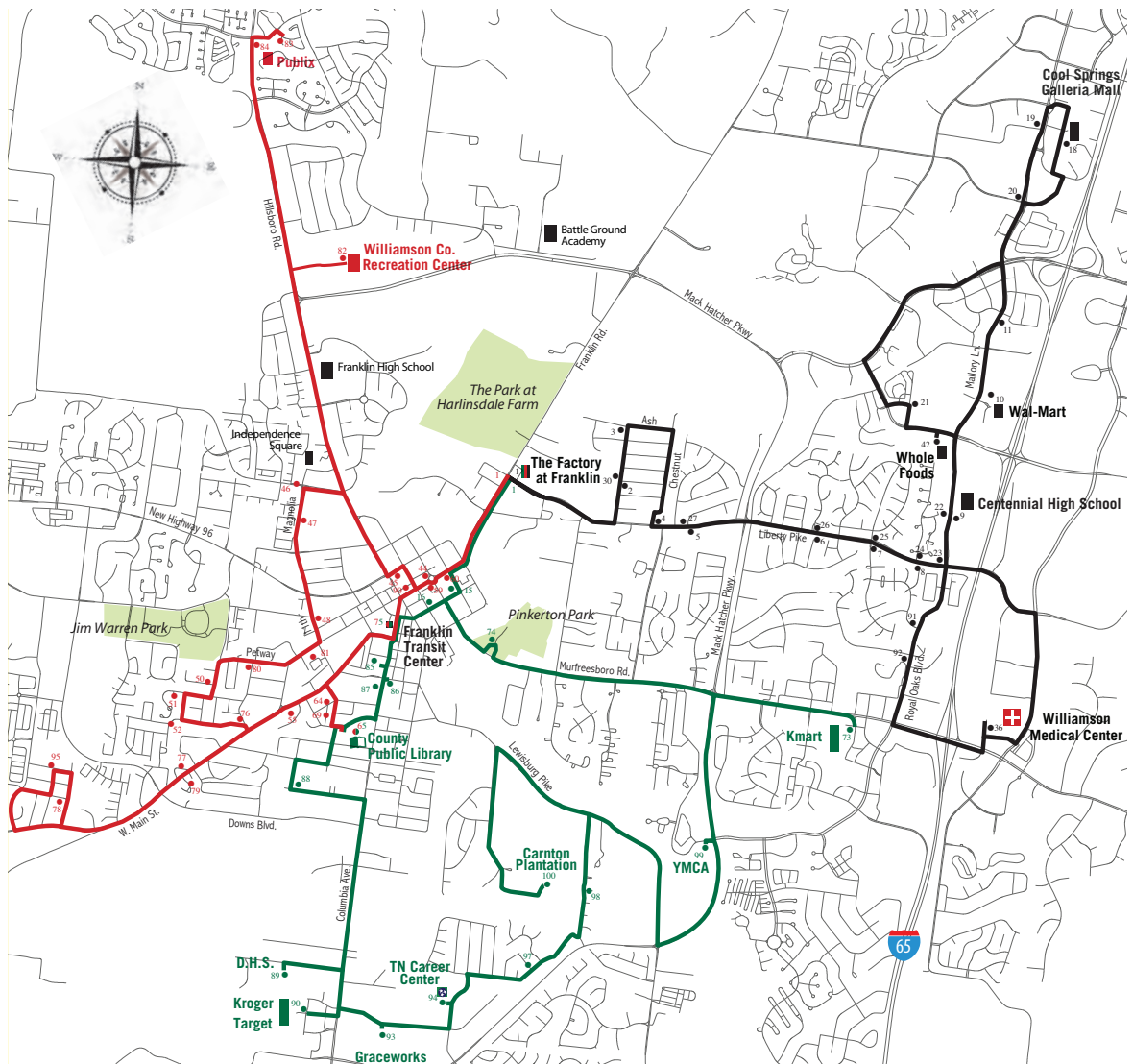
This route provides Weekday and Saturday service to the southeast quadrant of Franklin. Service is provided to The Factory at Franklin, Franklin Transit Center, County Public Library, Department of Human Services, the Tennessee Career Center, and the YMCA. Within the Cool Springs study area, the route serves Aldi and Hobby Lobby. Service is provided between 8:00AM to 4:00PM Monday through Friday.

East Bound Route - The Factory at Franklin to Cool Springs Galleria Mall

This route provides Weekday and Saturday service to the northeast quadrant of Franklin and the Cool Springs area. Service is provided to Williamson Medical Center, Centennial High School, Whole Foods, Walmart and the Cool Springs Galleria Mall. Service is provided between 7:00AM to 6:00PM Monday through Friday, and 9:00AM to 6:00PM on Saturday.

West Bound Route -The Factory at Franklin to Publix and the intersection of Hardison and Cothurn

This route does not provide service to the Cool Springs study area. However, it does meet both routes serving the Cool Springs study area at the Factory at Franklin. The route provides Weekday and Saturday service to the west side of Franklin. Service is provided to The Factory at Franklin, the Franklin Transit Center, Williamson County Recreation Center, Publix, Franklin High School, and Independence Square. Service is provided between 6:00AM to 5:00PM Monday through Friday, and 8:00AM to 5:00PM on Saturday.



Franklin Transit connects people in the Franklin and Cool Springs Area by providing public transportation services. The service is managed and operated by The TMA Group for the Franklin Transit Authority. This service is provided throughout City of Franklin, including the Cool Springs area.

Figure 8: Franklin Transit Fixed Route System



Figure 9: Fixed Routes in the Cool Springs Study Area

Annual Ridership for Fixed Transit

Annual ridership from July 2013 to July 2014 on the two Franklin Transit fixed routes is shown in [Table 4](#). Ridership is lower on the South Bound Route than the East Bound Route. Between 20-30% of riders transfer to other routes at the Factory at Franklin..

Table 4: Total Annual Ridership July 2013 to July 2014 on Franklin Transit Fixed Routes

East Bound		West Bound		South Bound	
Stop	Boardings	Stop	Boardings	Stop	Boardings
Centennial	369	11th/Mt Hope	685	2nd/Church	88
Dwell Apts.	352	11th/ Boyd Mill	343	4th/Church	354
Galleria	520	4th Ave.	171	Cannon/Fairgrounds	707
Liberty/Chestnut	1,527	Booker Mobile	343	Career Center	177
Liberty/Eagles Glen	688	Bridge/Clay Ctr	1,542	Carnton	177
Liberty/Flintock	352	Carter/Reddick	1,714	Carriage Park Dr.	88
Liberty/Liberty Hills	185	Carter/Strahl	685	Carter House	309
Liberty/Stanwick	185	Dabney/Davidson	1,199	Dept Human Service	707
Mallory/Frazier	688	Franklin Estates	1,199	Grace Works	221
Mallory/Liberty	1,191	Independence Square	685	Kmart	530
Mallory/Mallory Sta.	17	Hardison Dr.	171	Parkway Commons	354
Mallory/Nichol Mill	185	Holland Park	171	Pinkerton Park	177
Mallory/Sonic	201	JL Clay	0	Plaza Street	840
Royal Oaks Apts.	218	Magnolia Sussex	0	Polk Place/Julian Circle	44
Sycamore/Ash	235	Main/2nd	171	Public Library	796
Sycamore/Cedar	1,191	Main/4th	514	Factory	1,857
Factory	4,697	Main/3rd	171	Lotz	1
Viero Cool Springs	688	Natchez/Spring	171	Transit Center	884
Walmart	1,191	Petway /Brookwood	514	YMCA	530
Whole Foods	185	Public Library	1,199		
Williamson MED	1,912	Public/Fieldstone	171		
		Rec Center	171		
		Robin Hill/Edgewood	171		
		Shawnee/Cherokee	857		
		Factory	2,570		
		Transit Center	1,028		
		West Meade/ Brookwood	343		
		West Meade/ Robin Hill	171		
Total	16,775		17,135		8,841

(Note: numbers in bold are transfer locations; shaded stops are within the study area)

It should be noted that there are no bus shelters or bus-only lanes in the study area. Franklin Transit will stop “on demand” along the route to pick up or drop off passengers where it is safe to do so. However, Franklin Transit is moving away from flag stops and will only stop at signed locations in the future.

Demand Response Services

Demand response is the general term for a service in which a passenger must reserve a ride in advance. Unlike fixed-route service, in which buses travel the same route in a regular pattern and pick up any waiting passengers, demand response vehicles make only pre-arranged trips for riders who are eligible for the particular service. Franklin Transit's demand response service, Transit on Demand (TODD) provides prearranged curb-to-curb pick up and drop off service for the general public. Two zones are eligible for TODD service, with Zone 2 meeting the FTA guidelines that American with Disabilities Act (ADA) service needs to be provided within ¾ mile of any fixed route. Zone 3 is anything beyond that distance within the Franklin city limits. Riders must call 24 hours in advance to reserve a ride. Riders are required to pay an extra fare when travelling between two zones.

As would be expected with the TODD service, the most popular destinations for non-subscription riders in the Cool Springs study area are medical facilities and offices. Popular retail destinations include the Walmart at 3600 Mallory and the Kroger at 1113 Murfreesboro Road. Centennial High School is the only other non-retail destination popular with TODD (see Table 5). Most of these destinations are within Zone 2, and almost all are directly served by existing fixed route service in the area (see Figure 10).

Rather than reserving a ride 24 hours in advance, riders do have an option to subscribe to the service for one month at time provided the trip is at the same time, origin and destination. Subscription riders tend to come from Zone 3 and do not have access to fixed route service. These riders tend to be higher income and are using the service to go to work in the Cool Springs study area. Figure 10 shows the desire lines of workers in Franklin, based on daily Monday through Friday ridership. Most subscribed riders live in multi-family housing, and are journeying in a northeasterly direction. Only a few of the TODD subscribers live in the Cool Springs study area.

Table 5: Popular TODD Destinations in the Cool Springs Study Area

Location	Address
Goodwill/Kroger	1113 Murfreesboro Road
WMC Towers	4323 Carothers Pkwy
Physicians Plaza	100 Cover Drive
Vanderbilt Medical	210 Edward Curd Lane
Williams Med Imaging	4601 Carothers Pkwy
Heritage Medical	1909 Mallory Lane
Vanderbilt Walk In Clinic	919 Murfreesboro Road
Mercy Childrens	1113 Murfreesboro Road
DeVita Dialysis	1120 Lakeview Drive
Centennial High School	5050 Mallory Lane
Walmart	3600 Mallory Lane
Franklin Ortho	3310 Aspen Grove
Bone/ Joint Clinic	206 Bedford Way

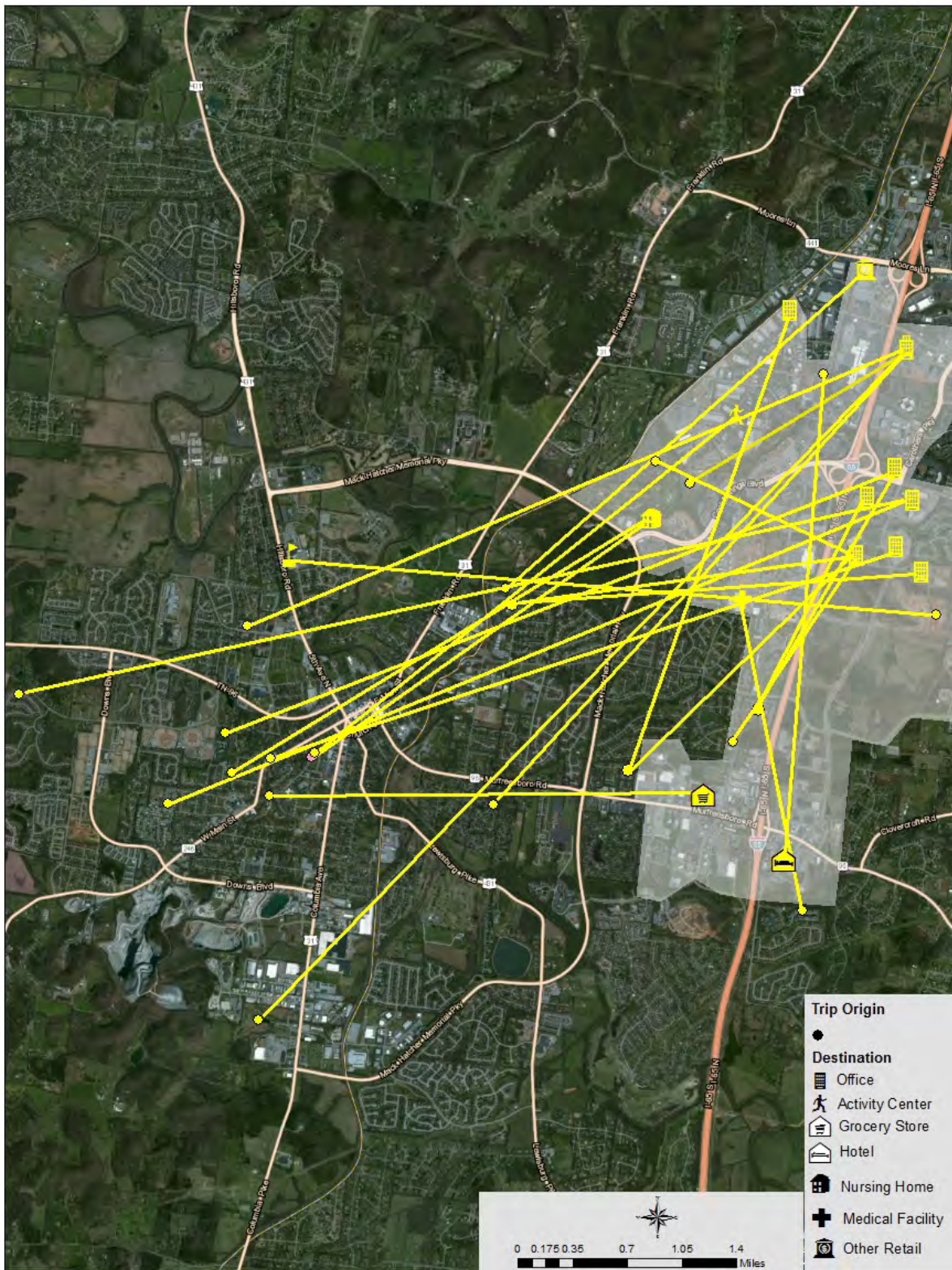


Figure 10: TODD Subscribed Trips To and From the Cool Springs Study Area

Regional Bus Service

The Regional Transportation Authority of Middle Tennessee (RTA) operates the Relax-n-Ride express bus service (Route 91X) between outlying cities and downtown Nashville (see Figure 11). The RTA instituted Route 91X Franklin/Brentwood Express in December 2009 serving Franklin and nearby Brentwood with three inbound express trips in the morning and three outbound trips in the evening. There are different routing configurations depending on the trip, with some trips serving Vanderbilt University in Nashville first, and some serving downtown Nashville first. Morning service leaves the Franklin Park-n-Ride between 6:15 and 7:15 AM arriving in Nashville between 7:15 and 8:15 AM. In the evening, trips leave Nashville between 3:45 and 5:00 PM and arrive in Franklin between 5:00 and 6:15 PM. The Relax-n-Ride service only operates on weekdays

During a field visit, 42 vehicles were observed to be parked in the park-n-ride lot, with about 5 riders per trip being picked up by other people. In addition, one bike rider was observed. The majority of riders lived within the County (32) with the remaining riders from Maury County (1), Davidson County (1)², Shelby County (1) and Washington County (1). No official park-n-ride lot has been constructed in Franklin for this service. The park-n-ride was formerly located at Williamson Square shopping center. RTA is now using a temporary site for the next several months which reflects an ever-changing park-n-ride lot location, an issue for this service. This service only serves workers commuting out of the study area, with no service to the study area during standard working hours.

² Likely riders from the latter two counties are recent transplants. Both counties are nearly 300 miles away from Franklin.

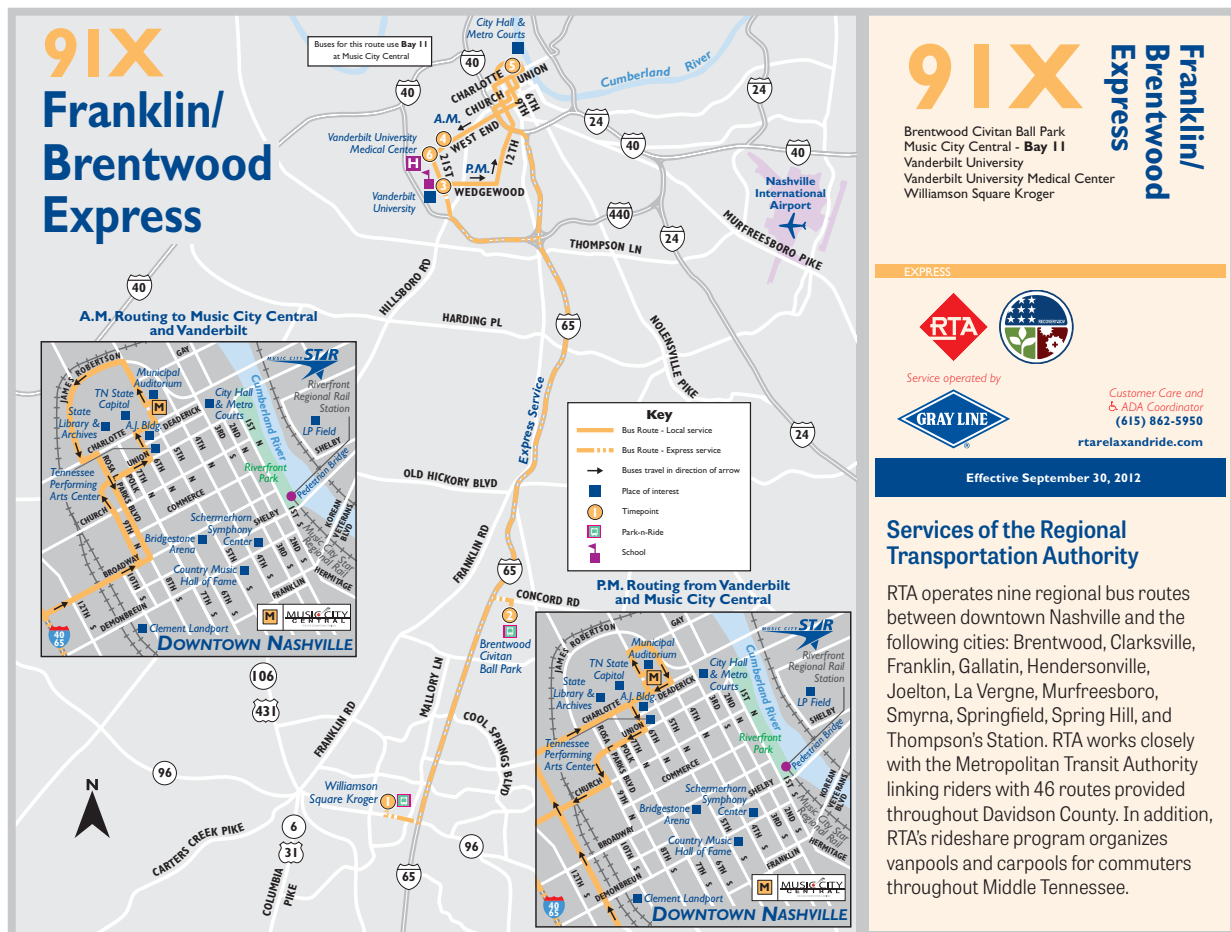


Figure 11: Route 91X Service Map

Vanpools

The TMA Group operates a regional vanpool program, under the brand vanstar*. The TMA Group contracts with Williamson County and the RTA to provide this service. The TMA Group provides the equipment, a 7, 12, and 15 person passenger van, insurance, maintenance, license and registration. One person becomes the primary coordinator; participants are qualified to drive the vehicle. The TMA Group also provides a matching service for riders who wish to form or join a vanpool, but do not have a group already formed.

Three vanpools have their destinations within the Cool Springs study area: Two end at the IRS office at 125 Market Exchange Court, and the other at the Ford Motor Credit Company at 9009 Carothers Pkwy. The origins of these vanpools are well outside the study area: Clarksville (64 miles away), Godlettsville (30 miles away) and Columbia and Spring Hill (20 to 30 miles away).

Other Public Transit Services

The Mid-Cumberland Human Resource Agency operates a public transit service in Cheatham, Houston, Dickson, Humphreys, Montgomery, Robertson, Rutherford, Stewart, Trousdale, Williamson, and Wilson counties. It is a rural transportation provider that uses a number of different types of vehicles to provide an on-demand service, with priority given to medical trips. There is a 24-hour notice of in-county trips, and a 72-hour notice for out of county trips.

Future Bus Service

The Nashville Area Metropolitan Planning Organization (MPO) has added to its 2014 Transportation Improvement Plan (TIP) a new express service that would stop in Spring Hill, the Cool Springs area of Franklin, and Brentwood on the way to Nashville. \$1.1M is budgeted to implement this service. At this time, the days of operation and frequency of service are undetermined.

6. Pedestrian and Bike Connections

Pedestrian Access

The Cool Springs study area has an inconsistent network of sidewalks. Up until 2008, the City of Franklin did not require developers to build sidewalks when developing land so many residential and industrial streets in the Cool Springs study area lack this amenity. State roads, such as Murfreesboro Road (Tennessee Route 96) and Moores Lane (Tennessee Route 441) are not consistent in accommodating pedestrians. While sidewalks are present in some cases on these roadways, they tend to be in disjointed segments in front of certain properties and not others.

Sidewalks are present along the entire length of Liberty Pike, McEwen Drive, and Cool Springs Boulevard, including when these roads cross, or interchange with, I-65. Of the three major north-south roadways in the Cool Springs study area, Carothers Parkway and Mallory Lane have sidewalks along their entire length, even in areas where the adjacent land is undeveloped, although in some cases they only exist on one side of the street. The lengthiest sidewalk gap on arterials is on Royal Oaks Boulevard between Lakeview Drive and Liberty Pike. Crosswalks and pedestrian signalization are present at all signalized intersections in the Cool Springs study area.

Despite the presence of sidewalks on many of the area's arterials, most of the retail developments on the west side of I-65, and many of the corporate buildings lack connections to this arterial sidewalk network, forcing walkers to walk through parking lots or down driveways to access these uses. The City of Franklin has required intersecting sidewalks into new developments since the 2008 update to the Comprehensive Plan, so this should be remedied in future developments.

Bike Routes

On-street bike routes exist in the Cool Springs study area along McEwen Drive between Mallory Lane and Oxford Glen Drive, on Aspen Ridge Drive between Jordan Road and Cool Springs Blvd, and on Liberty Pike between Royal Oaks Boulevard and Turning Wheel Lane. A multiuse path has been constructed along Carothers Parkway from the Nissan Headquarters south to Quail Hollow Circle. There is another major off-street bike trail connecting the bike lane on McEwen Drive with the Corporate Center at Cool Springs. Minor trails include a short recreational trail along the north prong of Spencer Creek near Mallory Station Road.

Other major roads in the area are not conducive to on-street bicycling as they have four lanes, high speeds, and no shoulders. However, the City of Franklin allows bikes to be ridden on sidewalks, so this partially makes up for this deficiency. There is still a lack of connectivity to and from the area to the rest of Franklin, including the regional bike lane on Hillsboro Pike that links Franklin and Nashville. No bike routes traverse the City of Franklin.

In addition, wayfinding signage which directs bicyclists to places of interest is lacking, and the City does not require bike racks to be installed in existing businesses, except under certain conditions. Since the 2008 Comprehensive Plan update, if an existing business wants to expand their parking, they must install one bike parking spot for each 20 additional surface spaces and for every 20 existing spaces. This is the same formula for any new commercial development with more than 20 parking spaces. The bike parking must be within 100 feet of an entrance in both cases. New developments are required to install bicycle racks.



Source: <http://randoboy.blogspot.com/>

There has been an uptick in interest accommodating bike riders in the Cool Springs study area. Emery/Spectrum has developed several properties along Carothers Parkway, all of which include bike racks. All of their projects have showers on site, either in the on-site health club (currently), or to be installed in the bathrooms (future). The Cool Springs Galleria is in the process of installing a bike rack in response to demand from their workers, who currently lock their bikes to trees or bollards on-site.

The TMA Group has been awarded a contract to pursue a pilot program to introduce bike sharing to the City of Franklin. A grant application has been submitted to the Nashville Area MPO, and the City has offered City property for potential bike sharing sites. Some of these sites could be located in the Cool Springs study area, although the City does not own any land in the area.

7. Roadway and Parking Conditions

Roadway Network

The roadway network in the Cool Springs study area is a comprehensive association of Interstate highways, U.S. highways, state routes, county roads, and local roads that form a connected system. Generally the volumes, sizes, and density of the roadways are large and have high volume and capacity, due to the number of large retail, commercial, health care, education, industrial, and office land uses in the Cool Springs study area. TDOT Roadway Classifications in the Cool Springs study area are shown in [Figure 12](#).

Interstate Routes

Highway I-65 runs north to south through the middle of the Cool Springs study area for a total of 4.71 miles. There are exits at Moores Lane (Tennessee Route 440), Cool Springs Boulevard, McEwen Drive, and Murfreesboro Road (Tennessee Route 96).

Arterial Roadways

Arterial roadways are major highways or streets that function within the network to connect longer-distance travel between municipalities or other activity centers. The principal arterial roadway in the Cool Springs study area is Murfreesboro Road, with Cool Springs Boulevard, Moores Lane, and a portion of Carothers Parkway near the Williamson Medical Center designated as minor arterials. These arterials are four lanes wide, and all except Murfreesboro Road have landscaped medians, providing a boulevard-like driving experience.

Collector Roadways

Collector roadways are secondary roads that provide access from arterials to residential and commercial areas and local roads. Within the Cool Springs study area, Mallory Lane; Carothers Parkway between Cool Springs Boulevard and Moores Lane; and Liberty Pike are all considered Urban Collector roadways. These collector roadways provide infill for the arterial roadways for more municipal to municipal or locality to locality travel. As many commercial areas in the Cool Springs study area are served by collector roads, they serve as primary corridors for destinations within the Cool Springs study area. All collector roadways in the Cool Springs study area are four lanes wide.

Local Roadways

Local roadways, both urban and non-urban, are the basic residential streets and township roads that serve to connect to people's homes. Most are under the jurisdiction of the local municipality or township; however a few are county routes. All are two lane roads that provide a lower speed and scale suitable for higher pedestrian and bicycle activity. However, there is poor connectivity between these types of streets in the Cool Springs study area with many residential land uses, especially multi-unit buildings and planned-unit developments, located on street networks with only one outlet onto a major roadway, and no connectivity to local roadways outside the development. At present, the City of Franklin does not require these developments to connect to future adjacent developments, so it is expected that this trend will continue.

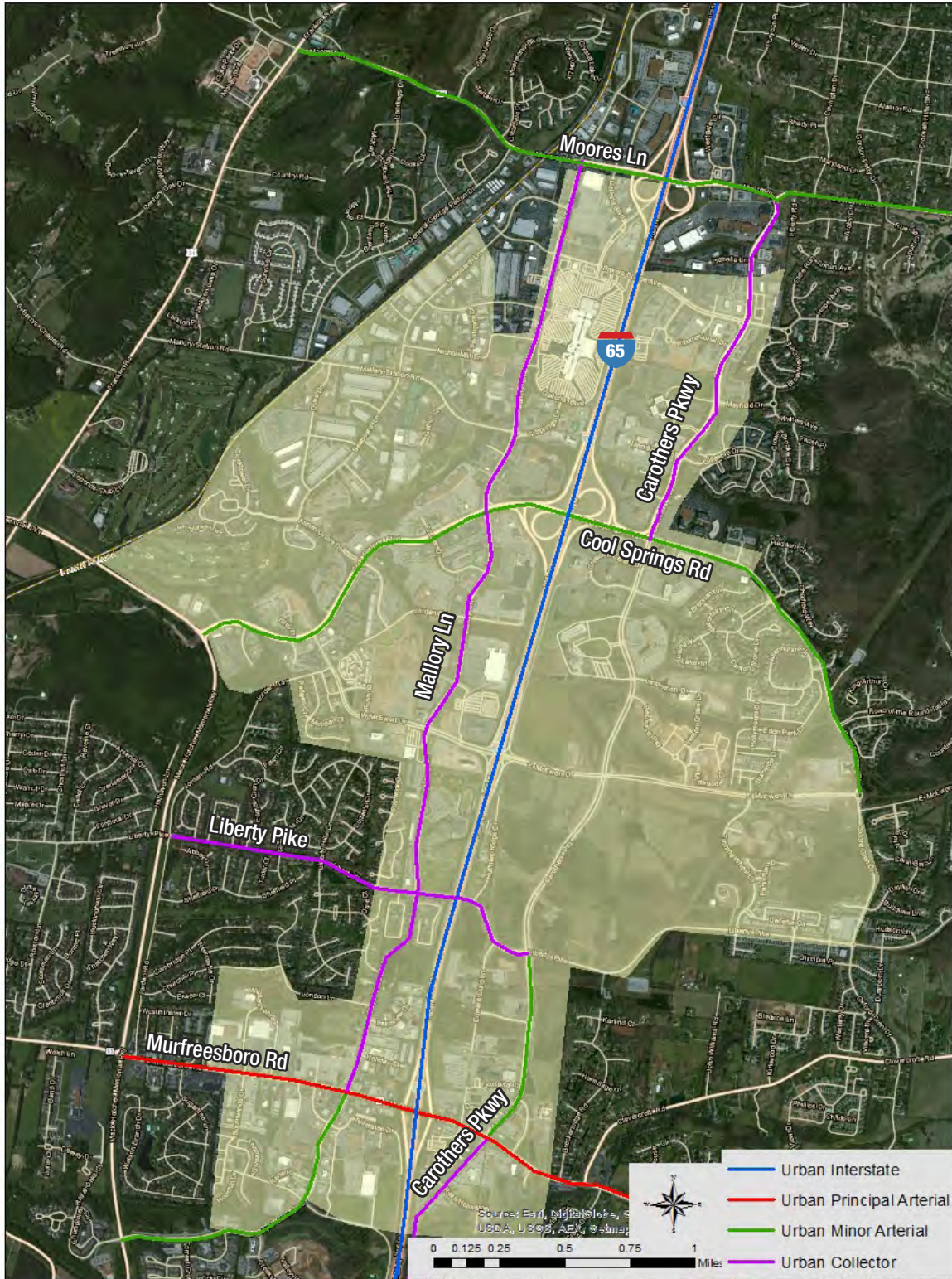


Figure 12: TDOT Roadway Classifications in the Cool Springs Study Area

Traffic Volumes

Traffic volumes in the Cool Springs study area generally increase the closer the roadway is to Nashville, with the greatest volumes occurring on Moores Lane as it approaches I-65. Average Annual Daily Traffic (AADT) on roadways in the southern portion of the study area are currently two-thirds what they are in the northern portion (see [Figure 13](#) and [Table 6](#)).

Table 6: AADT Counts: Non-Intersection*

Roadway	Nearest Cross Street	AADT
Moores Lane	Westgate Circle	32,866
Cool Springs Boulevard	Frazier Drive	26,479
Carothers Parkway	International Lane	24,258
Mallory Lane	Frazier Drive	20,790
Mallory Lane	Mallory Station Road	20,488
Royal Oaks Boulevard	Holiday Court	17,665
Liberty Pike	Liberty Hills Drive	15,130
Mallory Station Rd	General George Patton Drive	11,727
Carothers Parkway	Covey Drive	11,317
Carothers Parkway	Carrington Hills Drive	5,988

*Source: TDOT, 2013

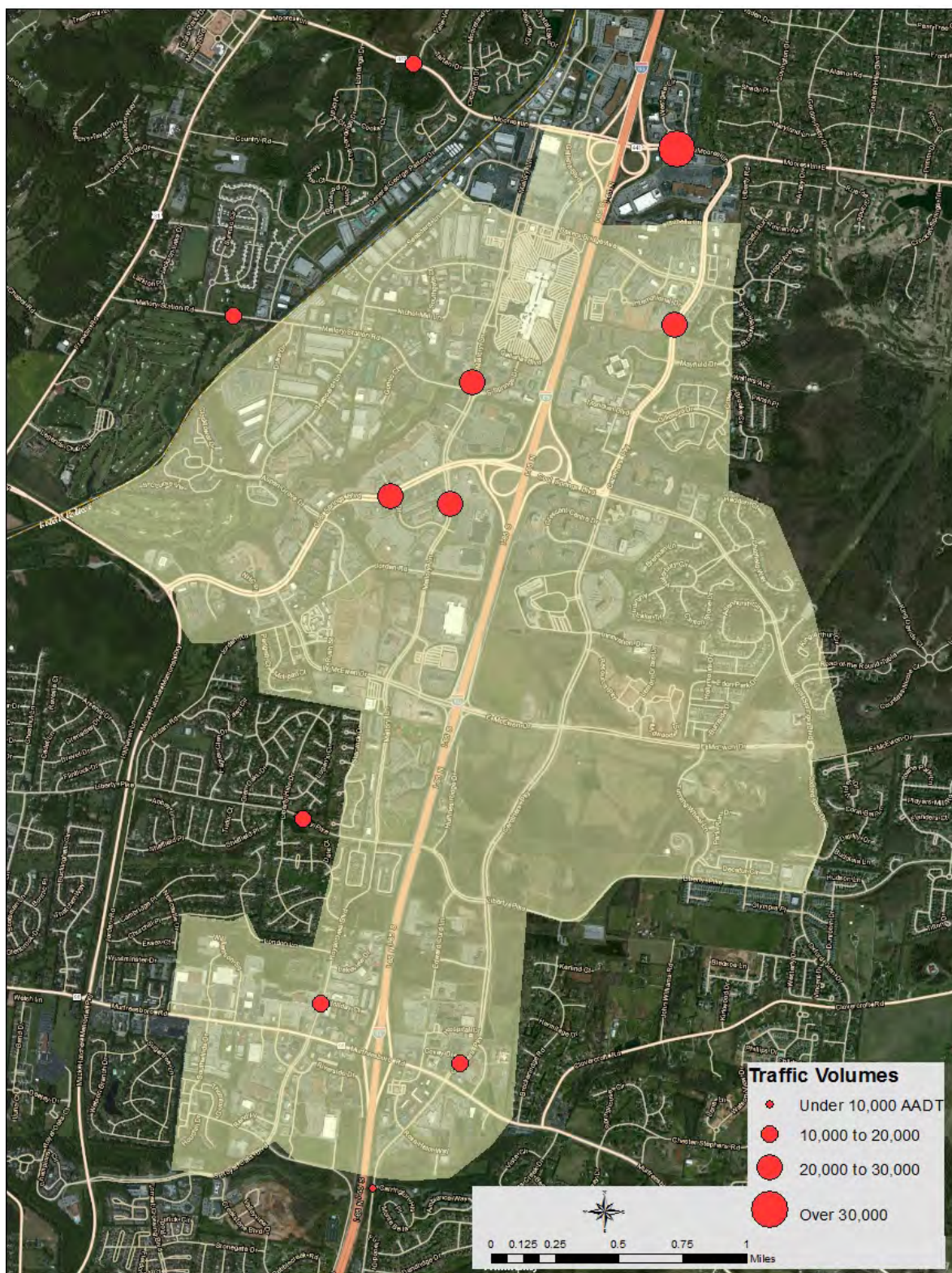


Figure 13: 2013 Non-Intersection Traffic Volumes in the Cool Springs Study Area

More detailed intersection traffic counts were recently performed by the City of Franklin. Traffic volumes are generally four times as high at intersections in the study area in the PM peak as compared to the AM peak. Despite the growth along Carothers Boulevard, the highest traffic volumes are still found near the Cool Springs Galleria on Mallory Lane (*see Table 7*).

Table 7: Franklin, TN 2013 Traffic Counts: Intersection*

Intersection		Time of Day		
Primary Road	Intersecting Road	6:00-9:00 AM Peak	11:00-1:00 Lunchtime	3:00-6:00 PM Peak
Bakers Bridge	Market Exchange	1,695	1,860	1,944
Carothers	Corporate Center	1,474	3,100	5,816
Carothers	Gillespie	1,405	5,994	5,930
Carothers	Mayfield	665	1,820	2,885
Cool Springs	Aspen Grove	397	1,420	1,605
Cool Springs	Carothers	1,094	3,631	4,978
Cool Springs	Frazier	415	1,461	2,157
Cool Springs	Highwoods	1,036	2,174	3,695
Cool Springs	I-65 NB	322	777	1,174
Cool Springs	Mallory	959	4,228	6,166
Galleria	Cool Springs Crossing	248	1,749	3,265
Liberty	Carothers	588	1,123	1,717
Mallory	Bakers Bridge	145	1,259	2,346
Mallory	Mallory Station	220	1,555	2,478
Mallory	Nichol Mill	707	5,865	10,117
Mallory	Spring Creek	801	4,311	6,718
McEwen	I-65 (All Directions)	1,079	1,912	3,060
McEwen	Mallory	957	3,216	8,451
McEwen	Spring Creek	964	2,445	3,896
TOTAL		15,171	49,900	78,398

*Source: Traffic Counts taken August 17, 2014 by the City of Franklin

Locations Generating Intermittent High Traffic Volumes

Four uses in the Cool Springs study area have the potential to draw much more traffic to the area when they hold events than the area typically sees.

- 1 **A-Game Sports**, located in two facilities near the intersection of Seaboard Lane and Mallory Station Road, holds regular children's sporting events at around 6 PM on weekday evenings and on weekends hosts basketball tournaments and a Tier 3 junior league hockey team, the Nashville Jr. Predators.
- 2 **D-1** is an athletic training facility located on South Springs Drive just south of the Cool Springs Galleria that provides athletic training facilities to all ages. Combine training for future NFL draft prospects, which attracts many former college stars, is the major draw here in the spring.
- 3 **The Cool Springs Conference Center**, attached to the Franklin Marriott Cool Springs at 700 Cool Springs Blvd, can accommodate up to 1,100 people for meetings and conferences.
- 4 **The Cool Springs Galleria and adjoining retail** attracts enough shoppers between Thanksgiving and Christmas that signals to the area are retimed on surrounding streets to meet the increased demand and Mallory Lane can experience gridlock during the holiday season.

Future Roadway Improvements

The roadway system in the Cool Springs study area has generally been built out. The City of Franklin's policy has been to build ahead of growth, rather than react to it. However, there are many projects just beyond the study area that will have a great influence on future traffic patterns within the area.

- The Nashville Area Transportation Planning Organization (MPO) has included the extension of the Intelligent Transportation System (ITS) in Franklin as part of its 2014-2017 Transportation Plan. The extension would add ITS capabilities within the Cool Springs study area. The goal is to evaluate, recommend, and oversee the installation of Adaptive Transit Signal Control at 40 intersections in the Cool Springs study area for implementation in 2014.
- Under construction presently just beyond the Cool Springs study area limits is the rebuilding of the roundabout at Oxford Springs and McEwen Drives. The new roundabout is expected to accommodate the increased traffic on the McEwen Drive temporary connector between Oxford Springs Drive and Wilson Pike, and the future extension of McEwen Drive east from Wilson Pike.
- Also under construction is the extension of Carothers Parkway south to Long Lane.
- In the Williamson County Major Transportation Plan Update, Murfreesboro Road (Tennessee Route 96) is slated to be widened to three lanes just east of the Cool Springs study area, from the Franklin City Limit to the proposed Temple Road extension.
- Liberty Pike is proposed to be extended east of the Cool Springs study area from the current terminus at Waverly Place to Wilson Pike (Tennessee Route 232). The extended roadway would be two or three lanes.
- The City of Franklin is presently extending sidewalks all the way from I-65 to downtown along Murfreesboro Road.
- A new stoplight is being added on Carothers just north of McEwen Drive.
- The intersection of McEwen Drive and Carothers Parkway is being rebuilt and widened in anticipation of future development at that corner.
- Franklin Major Thoroughfare Plan (MTP) projects in the study area are shown in [Table 8](#).

Table 8: Franklin Major Thoroughfare Plan (MTP) projects

Roadway	From	To	Project Description	Horizon Year
McEwen Dr	Carothers Pkwy	Cool Springs Blvd	Widen from 2 to 4 lanes	2015
Cool Springs Blvd	Mack Hatcher Pkwy	Carothers Pkwy	Widen from 2 to 4 lanes	2015
Liberty Pike	Franklin Rd	Carothers Pkwy	Widen from 2 to 4 lanes	2025
Murfreesboro Rd	Mack Hatcher Pkwy	Royal Oaks Blvd	Widen from 5 to 7 Lanes	2025
Carothers Pkwy	Cool Springs Blvd	Mayfield Dr	Widen from 4 to 6 lanes	2025
Mallory Station Rd	Seaboard Ln	Franklin Rd	Widen from 3 to 4 lanes	2025
Royal Oaks Blvd	Liberty Pike	Lakeview Drive	Widen from 2 to 4 lanes	2025
Mallory Ln	Liberty Pike	Moore's Ln	Widen from 4 to 6 lanes	2025
Seaboard Ln	Mallory Station Rd	Crossroads Blvd	Widen from 3 to 4 lanes	2035

Parking

Until the 2008 Land Use Plan, 5 spaces were required for 1,000 square feet of office space. This was reduced by 20% to 4 spaces per 1,000 square feet in the new Plan. The City of Franklin also has a maximum standard for parking—no more than 120% of the minimum parking spaces are allowed. See [Table 9](#) for more specific parking requirements.

Table 9: Parking Requirements for Selected Uses in the Cool Springs Study Area

Use Type	Min # Spaces	Additional Requirements
Retail and/or Commercial Use	3.33 for up to 300,000 sq ft; 2.67 for more than 300,000 sq ft. (per 1,000 sq ft.)	
Hotel		1 per guest room 1 per employee on largest shift 0.25 of max occupant load in assembly areas
Heavy and Light Industrial:		
1-3,000 sq ft	1 Per every 250 sq ft.	
3,001-5,000 sq ft	1 Per every 500 sq ft.	
5,001-10,000 sq ft	1 Per every 750 sq ft.	
Over 10,000 sq ft	1 Per every 1,250 sq ft.	
Office Use	4 Per 1,000 sq ft	
Attached Dwelling		0-1 bedroom 1.50 2 bedroom 2.50 3 or more bedrooms 3.00
Detached Dwelling		2 per unit
Medical Office		Reviewed on a case by case basis

The amount of parking utilized in the study area was observed to be approximately 80% utilized for many of the office buildings, leaving room for visitor and additional employee parking. Since the office vacancy rate is just 3%, it is unlikely that 100% of the spaces would be used when the buildings are fully occupied.

8. APPENDIX

Stakeholder Interviews

The following people were interviewed and provided some of the information that went into this report.

Rogers Anderson, *Williamson County Mayor*

Patrick Emery, *President, Spectrum Properties; Chairman, TMA Group*

Abby Gambrell, *TOC Operator, City of Franklin Engineering Department*

Stanton Higgs, *Business Development and Operations Director, TMA Group*

Emily Hunter, *AICP, Planning Supervisor, Franklin, TN*

Matt Largen, *President and CEO, Williamson, Inc.*

David Meadows, *SCSM, General Manager, Cool Springs Galleria and Cool Springs Crossing*

Dr. Ken Moore, *Mayor, Franklin, TN*

Jeremiah Pryon, *Vice President of Economic Development, Williamson, Inc.*

Michael Skipper AICP, *Executive Director, Nashville Area MPO*

Ralph Walker, *Director, Columbia State College*

These additional observations were supplied by the stakeholders:

Attraction of Cool Springs

- People and companies are locating in Cool Springs because of the quality of life in Franklin and Williamson County, including good schools, low taxes, open space, historic sites, and an educated workforce.
- Companies are also moving to Cool Springs because of a sense of inertia: Much of the quality of life stems from the fact that Franklin, TN and Williamson County are already affluent areas. CEOs of companies like to live near their offices also, and part of the school success is that the types of students they attract generally have educational success.
- In 1986, it was decided that a good education system would be the foundation for Williamson County's growth. All the school facilities have been built since the early 1980s.
- Development incentives are not given out to businesses wishing to locate in the County.

Transportation: Transit

- Ideas for transit include additional express service to/from the Cool Springs area, a circulator within the office complexes, an east-west connection between retail and office uses across I-65, a light rail or commuter rail line along the old Louisville and Nashville tracks through town, electric "branded" buses on any new routes within the I-65 corridor, and a regional express network with a hub in Cool Springs.
- A lunchtime shuttle for employees was cited as something that would attract a lot of riders, and ease congestion. A dissenting opinion suggests that for big office complexes, the cafeterias there are so good, that workers would not venture out to a fast food-type restaurant.
- Many stakeholders encouraged big thinking on the subject of transit.

- The existing fixed route service does not serve the Cool Springs area particularly well, and the TODD service tends to compete with the fixed route service, rather than complement it.
- The fixed route system was revised in 2007, which was when the TODD service was added.
- Initially, it was thought that tourists would make up a significant part of the transit customer base, but that hasn't panned out.
- Franklin should be able to have at least 80 vanpools either originating or ending in the City, which should be achievable with better promotion.
- Denver is a good model for Nashville to follow when it comes to a regional transit plan.
- Buses should have wi-fi on them.

Transportation: Auto

- Without lane and stoplight treatments in the area, congestion will not be eased. And without some kind of multimodal plan, the Cool Springs area development will not be sustainable in the long run—at least, with the quality of life that attracted the companies there in the first place.
- AADT is almost equal to/from Cool Springs during rush hour along I-65 (25,000 vehicles south, 27,000 north).
- There are big delays at Centennial High School during dismissal because the school employs crossing guards, rather than police, to direct/stop traffic on Mallory Lane.
- Mallory Lane should be expanded.
- The HOV lanes are not enforced on I-65 like they should be.
- Intersections are built to “Level of Service (LOS) C”, but they act like “LOS E” at certain times of the day. There will be no innovation until the congestion gets so bad the intersections operate like “LOS F”

Transportation: Bike and Pedestrian

- Bike sharing, and bike riding, should be explored as an alternative mode of transit in the area.
- TDOT has been cooperative on bike and pedestrian improvements along Murfreesboro Road.
- If bike lanes were to be installed to access the Galleria, South Springs Drive would be superior to Bakers Bridge Avenue.
- Not many students walk to the high school.
- Pedestrian links are designed for exercise, rather than commuting (this may be a result of the large number of health-related industries in Cool Springs)

Development

- Many new developments along Carothers are incorporating sustainability into their design, as many have, or will have, LEED certification.
- Carothers Parkway and McEwen Drive is the big growth area in Cool Springs. This intersection will experience continued pressure from automobiles. The roads and intersections are already being expanded, even though they were just expanded a few years ago.
- The catalysts for Cool Springs development were the Galleria, the Saturn plant built in nearby Spring Hill, and the Main Street revitalization plan in downtown Franklin in the early 1990s.
- The Factory, the transfer point for the Franklin fixed route bus system, is under new ownership, and is envisioned as an upscale entertainment complex. It is not in competition with the Cool Springs area.
- Almost all of the growth in Franklin, TN, and Williamson County as a whole, has been within each city's urban growth boundary.
- Subdivisions are not required to link with adjacent subdivisions—the same holds true with retail and office uses. There is thought to be security concern if office planned developments link together.
- The City owns no land in the Cool Springs area.
- The Galleria is redeveloping the old Sears site with an American Girl Place and a Cheesecake Factory.
- Traffic signals in the retail heavy section of Cool Springs vary by time of day; eventually, they will be able to be controlled directly by the City (Adaptive Traffic Signalization).
- Some suspicion that mixed-use with the parking in back will not work (the development across from the Factory was cited).
- There is a maximum height of 10 stories in Cool Springs.
- Developers are required to pay an impact fee for transportation (i.e. roadways) upgrades. There is no impact fee that supports transit.
- Live-work developments are becoming more popular in the Cool Springs area.

Workforce Residence

- Many office workers in Cool Springs live in Nashville, particularly in the West End, the Gulch, and East Nashville.
- Retail workers, and lower level workers, come from the Antioch area of Nashville, and Spring Hill. Stakeholders are not aware of employers having difficulty attracting workers because of transportation issues getting to work. Some retail workers live in the apartments on Royal Oak Boulevard between Liberty Pike and Murfreesboro Road. Some walk or bike to work, and some use transit.
- Cool Springs and Franklin are too pricey for many office workers to live in. They need to commute from elsewhere, sometimes from great distances.

Project Title

The Tennessee Department of Transportation (TDOT) is accepting project proposals for funding under the federal CMAQ program. Applications must be completed and submitted online.

This online application must be submitted no later than .

Project Title:

Franklin Transit: Cool Springs Micro Circulation Transit Pilot

Applicant

Organization Name	Franklin Transit Authority
Primary Contact	Stanton Higgs
Street Address 1	708 Columbia Avenue
Street Address 2	
City	Franklin
County	Williamson County
State	Tennessee
Zip	37064
Phone	(615) 628-0268
Fax	
Email	shiggs@tmagroup.org
Type of Legal Organization	Municipality
If Other, please specify:	

Employer Identification Number/Tax Identification Number (EIN/TIN):

62-6000290

Organization's DUNS Code:

787058580

Organization's Edison ID:

45431

Applicants selected for funding must register as a vendor/contractor in the state of Tennessee Edison system before signing a grant contract for funding. For more information on contractor registration, visit <http://www.tn.gov/generalservices/topic/vendor-information>. From this page, go to the online registration site (<https://supplier.edison.tn.gov/>). Contact the Edison Help Desk at 615.741. HELP or 1.866.376.0104 with ALL questions about Contractor Registration.

Project Type**Select Eligible CMAQ Project Type for this Application**

- ☒ New or Expanded Transit Service
- ☐ New or Expanded Park and Ride Projects
- ☐ Diesel Emission Reduction Projects (purchase of cleaner vehicles and equipment)
- ☐ Intelligent Transportation Systems
- ☐ Traffic Flow Improvements
- ☐ Bicycle Pedestrian Projects
- ☐ Transportation Demand Management
- ☐ Education and Outreach
- ☐ Other vehicle replacement projects
- ☐ Freight
- ☐ Fuel Infrastructure
- ☐ Other

Does this project involve construction? () Yes (☒) No

Will this project incorporate iron and/or steel? () Yes (☒) No

If this project involves vehicles or mobile equipment, please provide the percent of time (annually) that this project will operate within a CMAQ eligible county.

100

MPO Area

Counties eligible to receive CMAQ funding are designated by the U.S. Environmental Protection Agency (EPA) as federal air quality nonattainment or maintenance areas. Eligible counties are listed below for each Metropolitan Planning Organization (MPO)/Transportation Planning Organization (TPO) area. Projects in counties outside of designated air quality nonattainment or maintenance areas may be eligible for funding if the project applicant can demonstrate that the project will result in air quality benefits in a nonattainment or maintenance county. Tennessee nonattainment and maintenance counties are listed below :

Clarksville Area Metropolitan Planning Organization

Montgomery County

Chattanooga-Hamilton County Transportation Planning Organization

Hamilton County

Knoxville Regional Transportation Planning Organization

Anderson, Blount, Cocke (partial), Knox, Loudon, Roane (partial), Sevier Counties

Lakeway Area Metropolitan Transportation Planning Organization

Jefferson County

Memphis Area Metropolitan Planning Organization

Shelby County

Nashville Area Metropolitan Planning Organization

Davidson, Rutherford, Sumner, Williamson, Wilson

MPO Area:

Chattanooga

Clarksville

Knoxville

Lakeway

Memphis

✓ Nashville

Contact Information**Secondary Contact Person**

Contact Name Chase Harper
Title Business Development Director
Organization The TMA Group
Phone Number (615) 628-0271
Fax Number
Email Address charper@tmagroup.org

Authorized Representative for Project (Person who will sign the contract)

Contact Name Debbie Henry
Title President and CEO
Organization The TMA Group
Phone Number (615) 628-0264
Fax Number
Email Address dhenry@tmagroup.org

Project Location**Primary Project Location**

Street Address 1	708 Columbia Avenue	Location Map
Street Address 2		
City	Franklin	
County	Williamson County	
State	Tennessee	
Zip	37064	

The project must benefit air quality in one or more of the counties listed below. Please select the CMAQ-eligible counties covered by your project here:

Anderson	Montgomery
Blount	Roane
Cocke	Rutherford
Davidson	Sevier
Hamilton	Shelby
Jefferson	Sumner
Knox	✓ Williamson
Loudon	Wilson

If any of the project is located/conducted outside of a CMAQ-eligible county, please select the counties below:

Bedford	Franklin	Lawrence	Robertson
Benton	Gibson	Lewis	Scott
Bledsoe	Giles	Lincoln	Sequatchie
Bradley	Grainger	Macon	Smith
Campbell	Greene	Madison	Stewart
Cannon	Grundy	Marion	Sullivan
Carroll	Hamblen	Marshall	Tipton
Carter	Hancock	Maury	Trousdale
Cheatham	Hardeman	McMinn	Unicoi
Chester	Hardin	McNairy	Union
Claiborne	Hawkins	Meigs	Van Buren
Clay	Haywood	Monroe	Warren
Coffee	Henderson	Moore	Washington
Crockett	Henry	Morgan	Wayne
Cumberland	Hickman	Obion	Weakley
Decatur	Houston	Overton	White
DeKalb	Humphreys	Perry	
Dickson	Jackson	Pickett	
Dyer	Johnson	Polk	
Fayette	Lake	Putnam	
Fentress	Lauderdale	Rhea	

General Competition Emissions

Please provide the following information:

1. Describe what the project will do (i.e., project activities).
2. Describe the impact of those activities and show how that will reduce emissions.
3. List the estimated emission reductions of the project in **kg/day**.
4. Regardless of methodology used, **please still detail any logic and assumptions used. Please ensure that emissions reductions and associated information are updated and current and build on local or programmatic data whenever possible.**

The Cool Springs Micro Circulation Transit pilot project will provide “on-demand” smart phone reservations for transit within the Cool Springs corridor. The service is designed to respond and pick up a customer in the Cool Springs corridor within five to seven minutes from the request. This quick response will allow residents and employees working in Cool Springs to use the service instead of relying on only their cars to get around. Studies commissioned by Franklin Transit and the TMA Group have identified quick micro transit as an attractive transit alternative for residents and employees within Cool Springs. The pilot project will add and augment mobility transit options within the corridor and will reduce congestion and improve air quality within Williamson County.

This pilot project will reduce the number of single occupancy cars on the road for simple errands, morning and evening commute, and the lunch time congestion within the Cool Springs corridor. It will also be a new form of transit in the Cool Springs corridor, which will add to the existing infrastructure, allowing for more options for choice transit riders. The circulation of these customers in the corridor is a vital piece for the overall vision of reducing the dependency on single occupant vehicles and will result in both air quality improvement and congestion reduction.

List the estimated emission reductions of the project in kg/day.

Project Year 1 (FFY 2022)

PM2.5 -0.043 kg/day
 PM10 -0.061 kg/day
 NOx -0.009 kg/day
 VOC 0.042 kg/day
 CO 0.645 kg/day

Project Year 2 (FFY 2023)

PM2.5 -0.082 kg/day
 PM10 -0.092 kg/day
 NOx -0.014 kg/day
 VOC 0.053 kg/day
 CO 0.831 kg/day

Project Year 3 (FFY2024)

PM2.5 -0.097 kg/day
 PM10 --0.092 kg/day
 NOx -0.014 kg/day
 VOC 0.045 kg/day
 CO 0.701 kg/day

The Federal Highway Administration’s (FHWA) CMAQ Emissions Calculator Toolkit for Transit Bus Service and Fleet Expansion was used to determine the emissions reductions for this project. Some of the assumptions include the following: the service will be operated 300 days a year, each vehicle travels 80 miles a day, 4 vehicles will operate during the first year, 6 vehicles will operate in years 2 and 3, average passenger trips are 100 during year 1 and 150 during in years 2 and 3, and average one-way trip distance is 4.52 miles, which is the default value. The fleet of transit vehicles includes gasoline Ford Transit vans that are model year 2017, and those vehicles will operate on an urban unrestricted roadway. Year 2 is the fully implemented year, and year 3 is the lifetime of the project.

Cost effectiveness per CMAQ per Kg of project--in a Year

General Competition Emissions

PM2.5 -\$63,239.91 /Kg
 PM10 -\$57,264.21 /Kg
 NOx -\$125,878.30 /Kg
 VOC \$ 99,611.49 /Kg
 CO \$ 2,143.44 /Kg

Total Emissions \$8,042.97 / Kg

Cost effectiveness per Kilogram reduction of project--lifetime of project

PM2.5 -\$21,079.97 /Kg
 PM10 -\$19,088.07 /Kg
 NOx -\$41,959.43 /Kg
 VOC \$33,203.83 /Kg
 CO \$ 2,143.44 /Kg

Total Emissions \$2,680.99 / Kg

Please attach your emissions methodology

https://tdot.intelligrants.com/_Upload/11226_1112367-MicrotransitEmissions.pdf

Additional emissions methodology documents (if applicable)

(to upload additional documents, click the SAVE button)

Indicate cost effectiveness of emission reduction

If a project will reduce emissions of more than one pollutant, add the estimated emission reductions of all pollutants together (except CO₂) and use the total to calculate the project's cost per Kilogram of emission reduction.

Calculate and describe the proposed project's cost per Kilogram of emission reduction that the project will achieve in a **year** after the project is fully implemented. Please indicate the following in Cost per Kilogram for CMAQ dollars requested.

Cost per Kilogram of all criteria pollutants (\$/Kg)	\$8,042.97
Cost per Kilogram of PM 2.5 reductions (\$/Kg)	(\$63,239.91)
Cost per Kilogram of NOx reductions (\$/Kg)	(\$125,878.30)

Calculate and describe the proposed project's cost per Kilogram of emissions reduction the project will achieve over the **lifetime** of the project. Please indicate the following in Cost per Kilogram for CMAQ dollars requested.

Cost per Kilogram of all criteria pollutants (\$/Kg)	\$2,680.99
Cost per Kilogram of PM 2.5 reductions (\$/Kg)	(\$21,079.97)
Cost per Kilogram of NOx reductions (\$/Kg)	(\$41,959.43)

Transit Service Project

Indicate the type of proposal

New Service Route

✓ Expanded Transit Service

Transit Service Project

Transit Service - New

Describe the new transit service route that will be added.

Please upload a map showing the proposed new transit route. Indicate any park and ride facilities located along the proposed route.

Provide the round-trip length of the new transit service. Mile(s)

Provide the number of round-trips per day.

Describe the number of days per year that service will be provided and the service hours.

What is the expected ridership per round trip?

Transit Service Project**Transit Service - Expanded****Describe the expanded transit service:**

Franklin Transit is dedicated to providing effective, efficient, and accessible services for its riders. The Cool Springs Micro Circulation Transit Pilot project supports that mission. Through this pilot program, Franklin Transit will provide micro transit service to the Cool Springs corridor, connecting riders to employment, retail, and other points of interest. The micro transit model will be an app-based demand response service that allows for a touchless fare solution.

This project will enhance the existing fixed route service in the Cool Springs corridor to service residents and employees, reducing barriers to transit. The service will circulate riders quickly with curb to curb service. The pilot program shall circulate commuters in Williamson County to Cool Springs and to regional commuter buses within Williamson County. The service will be in place for expansion as the Cool Springs corridor and the City of Franklin prepare for more commute service entering the corridor in the future.

Please upload a map showing the proposed transit route expansion. Indicate any park and ride facilities located along the proposed route.

https://tdot.intelligrants.com/_Upload/11222_1111905-CoolSpringsCorridor.pdf

Indicate the length of the service expansion. 8 Mile(s)

Length of the resulting service (existing + expansion). 12 Mile(s)

Provide the number of round-trips per day. 150

Describe the number of days per year that service will be provided and the service hours.

The service will operate Monday through Saturday, operating from 6 am to 6 pm.

What is the current ridership per round trip? 30000

What is the expected increase in ridership per round trip with the expanded service? 60000

Transit Service - Benefits**Describe plans to continue providing this service after the CMAQ grant period has ended.**

Upon the completion of the pilot program, the Franklin Transit Authority anticipates that the ongoing operation of the project would be included in Franklin Transit funds. These funds include 5307 formula funds by the Federal Transit Administration and local funds from the City of Franklin.

Project Purpose

- Describe why the project sponsor is proposing to deliver the project.
- Describe how the project is going to be consistent with the NEPA Purpose and Need statement.

The project sponsor, Franklin Transit Authority, has participated in a total of three studies related to the Cool Springs Corridor. The first two, the Cool Springs Corridor Study (2016) led by the TMA Group and a study conducted by Franklin Transit (2017) studying the fixed route system, recommended that commuter services into the Cool Springs corridor from cities within Williamson County is needed due to the increased number of employees working in the Cool Springs corridor. The Franklin Transit Authority and its managing contractor, The TMA Group, have been active participants in the third study, the ongoing South Corridor Study sponsored by the Greater Nashville Regional Council, WeGo Public Transit, and the Tennessee Department of Transportation. While the Franklin Transit Authority is waiting on the finalized recommendations of the report, preliminary findings of the study reinforce the earlier Franklin Transit and TMA study recommendations of needing mobility options within Cool Springs. The Cool Springs corridor is the largest employment center in Franklin with forty thousand employees commuting into the corridor daily.

The South Corridor Study's preliminary report, Current Conditions and Trends Analysis, demonstrates the current growth as well as details future plans for expansion: "In Williamson County, the Cool Springs area has one of the area's highest employment densities, particularly along the Carothers Parkway corridor from Bakers Bridge to SR 96. Several corporate headquarters and other offices are located in this portion of the corridor, including Nissan North America, Community Health Systems, and Mars Petcare. In addition, the Cool Springs Galleria regional mall, a significant employment center, is surrounded by a large concentration of restaurants and other retail. Also, in Williamson County, the City of Franklin recently annexed land near the interchange of I-65 and the Goose Creek Bypass to develop as part of their Envision Franklin plan. The city plans to build three million square feet of office uses, along with retail and residential units on this land."

In addition to having several employment and retail centers, the Cool Springs area is considered home for thousands of residents: "In terms of residential development, Cool Springs contains some single-family detached uses, particularly along the east side of I-65 along Carothers Parkway. However, trends are shifting toward more medium density, multi-family housing. In the past ten years, numerous multi-level apartments have been constructed in Cool Springs, including several multifamily townhome and apartments located in new mixed-use developments along the Mallory and Carothers corridors in the City of Franklin. This overall increase in development density is creating an environment more conducive to providing additional transit and transportation options for residents, business patrons, and employees."

Simply put, transit is good for the environment. This strategy has been long used, from when gasoline was rationed in World II to the oil crises in the 1970s, to now. The environmental advantages to transit abound—less air pollution, less noise pollution, less carbon emission, less greenhouse gas emission. A study by Jacobson and King (2009) estimates savings of 7.2 million tons of greenhouse gas emissions annually in the United States if one additional passenger were added to every 100 vehicles.

The proposed project aligns with both maintenance of the National Ambient Air Quality Standards and NEPA's Purpose and Need Statement. Microtransit will have several benefits for the Cool Springs area: improved commute times, reduced traffic and congestion, conserving non-renewable energy sources, and preserving the air quality. If selected, residents in Middle Tennessee will have another flexible, affordable transportation option.

Innovation Regional Diversity and Complementary Projects

- Describe the innovative nature and characteristics of the project. In what way is the project innovative? Does it fill gaps in regional efforts to improve air quality and reduce congestion? In what ways will it interact with existing programs to increase their mutual effectiveness? Will the project address emerging air quality/ transportation issues that have become more important in recent years.
- Describe whether and how this project initiates new and complementary efforts in a region, adds a new program capability or enhances an existing one that a region wants to establish or maintain as part of their regional suite of programs.

Transit Service - Benefits

- Describe how the project will relate to existing programs and capabilities in the MPO/TPO region, and how the proposed project will expand, extend or enhance regional efforts. Opportunities for achieving greater results through project coordination should be identified and described.

Historically speaking, there's nothing new about micro transit. Micro transit, in the form of jitneys, dominated the transportation network in the U.S. largest cities in the early 1900's. Micro transit jitneys still dominate cities in developing countries throughout the world even today. The general characteristics of a micro transit is a focus on a zone or major thoroughfare, smaller vehicles and high frequency. In most instances throughout the United States, like "Dollar Ride" in New York City or in countless countries throughout the world, micro transit is operated by private owners of a van or fleet of vans serving the mobility needs of their community. Despite its long history, however, micro transit is innovative for the Middle Tennessee region.

In 2021, micro transit includes sophisticated mobile apps on smart phones, better data on mobility patterns, and easy payment solutions, making on-demand transit more possible than ever. Transportation expert Paul Supawanich of Nelson\Nygaard is quoted in a recent article of CITYLAB, "There is a shift toward people wanting to free themselves from responsibilities that aren't a top priority, like owning a vehicle and maintaining it, especially in the city."

This pilot project will create a micro transit solution providing mobility to the Cool Springs corridor from selected points in Williamson County. This mobility option has the capacity to service the specific needs of the customer who lives or works within this corridor. A car-free commute for Cool Springs is far more viable with the success of this pilot project.

This project fills the gaps of current regional efforts, improves air quality, and reduces congestion. The Cool Springs corridor has existing fixed route service primarily serving Carothers Parkway and Mallory Lane. In addition, the Franklin Transit Authority has a Demand Response service (TODD) that requires a minimum twenty-four hour call-in reservation window. The TODD service is generally used by transit dependent customers for employment, medical appointments, and essential trips. The micro transit pilot project by its very nature will be more flexible and available to all customers. This type of transit option will allow us to penetrate the "choice" rider market of those living and working in Cool Springs.

The Cool Springs micro transit also has the capability to solve the "first mile – last mile" problem --reducing the distance between a traveler's origin/destination and a transit stop. The service can feed into regional commuter bus service into Nashville, and the project will create select new micro transit routes into Cool Springs from Williamson County locations.

According to the Current Conditions and Trends Analysis of the South Corridor Study, "steady growth is already having an impact on the corridor's transportation system with increasing delay, slower speeds, and diminishing reliability. The continued growth in population and jobs throughout the study area significantly exceeds regional averages and will place an ever-greater burden on the transportation system.

The proposed project will address this emerging transportation issue. According to regional demographic forecasts developed by GNRC, Davidson and Williamson counties are the first and third most populous counties in the GNRC region. As one of the fastest growing metropolitan areas in the nation, the draw of Nashville has led to a large population growth in the South Corridor counties. This has led to significant changes in population demographics and location. Furthermore, this trend is expected to continue through 2040, with Williamson County forecasted to be the fastest growing county in the greater Nashville region.

Equipping the City of Franklin, especially the Cool Springs corridor, with a variety of robust mobility management and transit tools is essential to the successful growth of the area.

Regional Priorities

1. Describe how the project benefits the region where it is located.
1. As applicable, document any local or regional plans that include the proposed project - such as local or community plans, comprehensive plans, corridor studies, major thoroughfare plans, MPO plans, TDOT Long Range Plan, TDOT Bicycle and Pedestrian Plan, etc.
1. As applicable, document any existing local or regional support for the proposed project.
1. If relevant, describe how the project will expand and enhance multimodal infrastructure in the region. Such projects could include regional transit projects, projects that expand or improve bicycle and pedestrian infrastructure that reduces vehicle

Transit Service - Benefits

miles traveled, projects designed to increase the use of transportation alternatives, and projects to reduce emissions and fuel use associated with hauling, transferring and distributing freight.

This pilot project will initiate new and complementary efforts in the region. The pilot program will provide a new transit mode capability for Franklin Transit. The project will also augment the existing regional commuter service options in and out of Nashville along with other locations within Williamson County. This will be the first demand response app-based service in Williamson County. The response time from reservation to pickup is expected to be less than 7 minutes for the customers within Cool Springs. This project will improve mobility within Cool Springs by connecting customers quickly to locations within the corridor and connect passengers to fixed route services to trips outside of the current transit zone.

The pilot project relates to Franklin Transit's fixed route service, enhancing and complementing the region's commuting efforts. The service will provide circulation for the corridor, introducing residents and commuters to a new mobility product and creating new riders. Further, the service will connect to RTA / WeGo's commuter motor coaches, providing service between downtown Nashville and Williamson County, as well as connect employees within Williamson County to the Cool Springs corridor.

Project Delivery and Management Plan

It is essential that funded projects be able to demonstrate substantial progress on all phases of project implementation, including the TIP process, environmental clearance, funds obligation and timely expenditure of CMAQ funds.

1. Provide a detailed, realistic expected timeline for completion of the proposed project.
 1. Identify and describe project milestones.
 1. Describe the major tasks and activities that must be done for the project to be completed successfully. Include all phases the proposed project will require, such as environmental clearance, design, right-of-way, etc.
 1. Provide the federal fiscal year in which each phase will begin. If a phase of the project has already been started or completed, provide the year in which the phase was started. For non-construction projects, describe the work to be completed in each federal fiscal year.

Describe in detail the steps you will take to make sure that milestones are achieved and the project is delivered on time. Include enough detail in your proposal to explain how the project will be managed and tracked so that it can be implemented quickly and efficiently while avoiding major complications or delays.

Project proposals that do not contain project milestones, descriptions of major tasks and project management plans are unlikely to be funded.

The project will be ready to proceed once the notice to proceed is given, funds are programmed into the TIP, and funds are obligated. The TMA Group, the managing contractor for Franklin Transit, has successfully implemented and closed out many CMAQ and Federal transit grants in the past two decades. These projects have been completed within the timelines approved by TDOT and have not incurred any budget overruns.

Several milestones are required to ensure micro transit is successfully launched. These include contracting with the SAAS vendor, beginning the simulation process, creating a branding and marketing plan, ensuring operational staff is in place, and recruiting and training drivers.

The project will be managed through the TMA Group, contracting manager of Franklin Transit. Management and implementation of the project will be assigned to the Business Operations Director, Stanton Higgs, and the Transit Manager, Mike Johnston.

The project status will be updated weekly through internal management meetings. Staff is experienced in the start-up of new mobility services and are confident that this project will be implemented successfully. Accountability of the project is equally important--updates for the project will be given quarterly to TDOT, bi-monthly to the TMA Group board, and bi-monthly to the Franklin Transit Authority Board.

Transit Service - Benefits

Please see the attached project delivery plan, which details activities and the time frames in which they will be completed. Service will begin in the second quarter.

1. Identify potential obstacles so that a more reliable assessment can be made of the project viability before federal funds are committed. Projects with major implementation challenges (e.g., vaguely defined scopes, right-of-way issues, lack of committed funding match) are less likely to be funded.

This project is a transit operational and marketing awareness pilot plan. There are no right of way issues for this project, nor will there be any issues with matching funds.

Further, Franklin Transit does not anticipate any implementation obstacles to this pilot project. The possible obstacles we will prepare for are common to the mobility and transit industry. For example, the recruitment and the onboarding of drivers is always the main concern when setting up a start-up transportation service. The TMA Group has over 17 years operating transit in the city of Franklin. The TMA Group also has long-standing partnerships with RTA/WeGo, Williamson County, and the City of Franklin to assist with the connections for regional transit.

The project is not requesting capital dollars through this grant since the rolling stock being used will be repurposed and rebranded vehicles from the Williamson County vanpool that have met their Federal useful life. These vehicles will be transferred to Franklin Transit Authority for this pilot project, thus saving valuable FHWA CMAQ funds.

1. Where applicable, highlight the project readiness or the ability to implement the project, or specific tasks, quickly. Projects that appear as if they can be more easily implemented, and that appear more likely to be completed on schedule will receive higher scores.
1. Include a description of the project applicant's recent experience in successfully implementing CMAQ projects. This description should include the project or projects that were implemented and sufficient detail to demonstrate whether the project was successfully completed on time and within budget. These details should include the project schedule and any delays associated with the project, as well as how the project budget was managed and whether the project was completed without cost overruns.

This project is ready to begin as soon as Franklin Transit receives the TDOT notice to proceed and the funds are obligated. The project will become part of the infrastructure that already exists as part of Franklin Transit. An additional staff person will be brought on to take the lead on the day-to-day execution of this mobility project.

The TMA Group, which is the managing contractor for Franklin Transit, has successfully implemented and closed out many CMAQ and Federal Transit Administration grants in the past two decades. These projects have been completed within the timelines approved by TDOT and have not incurred any budget overruns. They include the following programs:

PIN 106999.00 Agreement No. 080042 Regional Vanpool and Clean Air Project
 PIN 115216.00 Agreement No. 110007 Clean Air Quality Outreach Campaign
 PIN 115217.00 Agreement No. 110009 Clean Air Quality Education Programming
 PIN 115218.00 Agreement No. 110010 Clean Air Anti Idling and School Pool
 PIN 115231.00 Agreement No. 110008 Williamson County/TMA Group Regional Vanpool Vehicle Acquisition and Start Up
 PIN 115232.00 Agreement No. 110076 Williamson County Rideshare & TDM Program
 PIN 116206.00 Agreement No. 110333 Regionwide Transportation Demand Management (TDM) Strategies

Tasks/Activities**CMAQ related Tasks/Activities**

Preliminary Engineering - NEPA

Preliminary Engineering - Design

1. SAAS vendor contracted and simulation process carried out.
2. Marketing and branding campaign completed and finalized.
3. Operational staff in place.
4. Vehicles (refurbished) operational and in place.
5. Driver recruitment, onboarding, and training.
6. Marketing and awareness campaign launch.
7. Service product launch.
8. Ongoing Operations of the service.
9. Strategy Assessment
10. NTD – FTA Reporting

NON-CMAQ related Tasks/Activities**Goals and Objectives Timeline**

1. Provide specific, measurable, and achievable actions that outline the "who, what, when, where, and how" of the project.
2. Describe the broad long-term vision of this project.
3. Provide the project objectives that would define strategies or implementation steps to attain the identified goals.
4. Also indicate any potential obstacles, as well as the readiness to implement this project.

The Franklin Transit Authority, the City of Franklin, Williamson County, and the TMA Group all believe that increasing mobility options for the Cool Springs corridor is critical. This pilot project has the full support of each of these stakeholders. As the contracted management group for Franklin Transit, The TMA Group will oversee the pilot project and ensure that it aligns with current regional transit goals and operations. While Franklin Transit effectively meets the needs of transit dependent residents of Franklin, increased mobility options such as micro transit will enhance transit for both dependent and choice transit riders. The long-term vision for Cool Springs is to provide mobility options that would allow both residents and commuters to navigate the corridor without the need of a car.

An important goal is to reduce traffic congestion and greenhouse gas emissions. To assess its success, Franklin Transit has one main measurement that it will monitor: annual ridership in Cool Springs.

The ridership goals for the project over the next three years are as follows:

Year 1 30,000 passenger trips per year
 Year 2 34,500 passenger trips per year
 Year 3 41,400 passenger trips per year

Please attach Goals and Objective Timeline

https://tdot.intelligrants.com/_Upload/11257_1112385-ProjectDeliveryPlanMicrotransit.pdf

Non-Construction Budget

Failure to submit a complete Project Budget will result in application not being considered for funding.

1. Indicate the federal CMAQ portion of the cost of the phase for which CMAQ funds are being requested.
2. Indicate the local match being provided for this phase. Indicate \$0 if the project is eligible for 100% federal funding and no local match is proposed.
3. Include total costs for each phase required for this project. This includes phases that have been started or completed. Not every phase listed may be applicable to your project.
4. Include other funding sources (separately) and amounts that will contribute to this project. For continuing CMAQ projects, show previous CMAQ funds obligated for this project. Add rows if needed.
5. Provide the sources, status and amounts of the local match, i.e., has the local match been identified in an agency budget, capital program, municipal resolution or similar document.
6. Costs incurred before CMAQ funds are approved are not eligible for reimbursement.

*Complete budget worksheet for each project proposed for CMAQ funding. See instructions.

*Show amounts and sources of all match funding committed to this project.

Applicant/Project Sponsor: Franklin Transit Authority
Name of Project: Franklin Transit: Cool Springs Micro Circulation Transit Pilot
Type of Project: New or Expanded Transit Service

Non-Construction Budget

Non-Construction Projects	TIP Year: 2021			
	Year One			
	CMAQ Funds Requested	Local Match Funds	Other Non-Federal Match Funds	Total Costs
Preliminary Engineering - NEPA				\$0
Preliminary Engineering - Design				\$0
Implementation (show Major Tasks/Activities below and funding requested by activity)				
1. SAAS vendor contracted and simulation process carried out.	\$7,817.00	\$1,954.00		\$9,771.00
2. Marketing and branding campaign completed and finalized.	\$75,000.00	\$18,750.00		\$93,750.00
3. Operational staff in place.				\$0
4. Vehicles (refurbished) operational and in place.	\$45,000.00	\$11,250.00		\$56,250.00
5. Driver recruitment, onboarding, and training.	\$2,000.00	\$500.00		\$2,500.00
6. Marketing and awareness campaign launch.				\$0
7. Service product launch.				\$0
8. Ongoing Operations of the service.	\$43,000.00	\$10,750.00		\$53,750.00
9. Strategy Assessment				\$0
10. NTD – FTA Reporting				\$0
Salaries, Benefits, and Taxes	\$293,850.00	\$73,463.00		\$367,313.00
Professional Fee, Grant and Awards				\$0
Supplies, Printing, etc., (direct costs of the grant)				\$0
Travel, conferences, meetings				\$0
Other (non-personnel)				\$0
Capital Purchase (e.g., equipment)				\$0
List Non-CMAQ Activities involved and funding source:				
Total Project Costs	\$466,667.00	\$116,667.00	\$0	\$583,334.00

Non-Construction Budget

Non-Construction Projects	Year Two TIP Year: 2022			
	CMAQ Funds Requested	Local Match Funds	Other Non-Federal Match Funds	Total Costs
Preliminary Engineering - NEPA				\$0
Preliminary Engineering - Design				\$0
Implementation (show Major Tasks/Activities below and funding requested by activity)				
1. SAAS vendor contracted and simulation process carried out.	\$8,051.00	\$2,012.00		\$10,063.00
2. Marketing and branding campaign completed and finalized.				\$0
3. Operational staff in place.				\$0
4. Vehicles (refurbished) operational and in place.	\$15,450.00	\$3,862.00		\$19,312.00
5. Driver recruitment, onboarding, and training.	\$2,060.00	\$515.00		\$2,575.00
6. Marketing and awareness campaign launch.	\$94,150.00	\$23,537.00		\$117,687.00
7. Service product launch.				\$0
8. Ongoing Operations of the service.	\$44,290.00	\$11,072.00		\$55,362.00
9. Strategy Assessment				\$0
10. NTD – FTA Reporting				\$0
Salaries, Benefits, and Taxes	\$334,496.00	\$75,666.00		\$410,162.00
Professional Fee, Grant and Awards				\$0
Supplies, Printing, etc., (direct costs of the grant)				\$0
Travel, conferences, meetings				\$0
Other (non-personnel)				\$0
Capital Purchase (e.g., equipment)				\$0
List Non-CMAQ Activities involved and funding source:				
Total Project Costs	\$498,497.00	\$116,664.00	\$0	\$615,161.00

Non-Construction Budget

Non-Construction Projects	Year Three TIP Year: 2023			
	CMAQ Funds Requested	Local Match Funds	Other Non-Federal Match Funds	Total Costs
Preliminary Engineering - NEPA				\$0
Preliminary Engineering - Design				\$0
Implementation (show Major Tasks/Activities below and funding requested by activity)				
1. SAAS vendor contracted and simulation process carried out.	\$8,292.00	\$2,072.00		\$10,364.00
2. Marketing and branding campaign completed and finalized.				\$0
3. Operational staff in place.				\$0
4. Vehicles (refurbished) operational and in place.	\$15,913.00	\$3,978.00		\$19,891.00
5. Driver recruitment, onboarding, and training.	\$2,121.00	\$530.00		\$2,651.00
6. Marketing and awareness campaign launch.	\$60,226.00	\$15,056.00		\$75,282.00
7. Service product launch.				\$0
8. Ongoing Operations of the service.	\$45,618.00	\$11,404.00		\$57,022.00
9. Strategy Assessment				\$0
10. NTD – FTA Reporting				\$0
Salaries, Benefits, and Taxes	\$334,496.00	\$83,624.00		\$418,120.00
Professional Fee, Grant and Awards				\$0
Supplies, Printing, etc., (direct costs of the grant)				\$0
Travel, conferences, meetings				\$0
Other (non-personnel)				\$0
Capital Purchase (e.g., equipment)				\$0
List Non-CMAQ Activities involved and funding source:				
Total Project Costs	\$466,666.00	\$116,664.00	\$0	\$583,330.00

Total Proposed Project Cost \$1,781,825.00

Total CMAQ Funds Requested \$1,431,830.00

Total Proposed Local Match Funds \$349,995.00

Budget Summary

	Year 1	Year 2	Year 3
Annual Federal CMAQ Funds Requested	\$466,667.00	\$498,497.00	\$466,666.00
Annual Local Match	\$116,667.00	\$116,664.00	\$116,664.00
Annual Other Non-Federal Match	\$0	\$0	\$0
Annual Total Budget	\$583,334.00	\$615,161.00	\$583,330.00

Please attach commitment of matching funds

https://tdot.intelligrants.com/_Upload/11261_1112205-ConfirmationofLocalMatch.pdf

Have other Federal funds been requested or awarded for this project? Yes ☒ No

Please explain the source and amount of ALL funds used in this project .

The Franklin Transit Authority supports the proposed project and has included funding within Franklin Transit's annual budget for the matching funds.