



City of Franklin

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

Meeting Agenda

Capital Investment Committee

Thursday, December 11, 2025

3:30 PM

Eastern Flank Event Facility

MEETING LOCATION

Eastern Flank Event Facility
1368 Eastern Flank Circle

CALL TO ORDER

SETTING OF THE AGENDA

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

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

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

APPROVAL OF MINUTES

2. Consideration Of Approval Of Minutes
September 25, 2025 Capital Investment Committee Meeting

NEW BUSINESS

3. Election Of Chair And Vice-Chair, Effective 2026
4. Consideration Of Ordinance 2025-49, An Ordinance To Prohibit U-Turns At Unsignalized Intersections On Mallory Lane Located At The Three Entrances To Centennial High School

Sponsors: Paul Holzen

5. Consideration Of DRAFT Amendment 1 To COF Contract No. 2024-0036, With The US Department Of Transportation For The Safe Streets And Roads For All (SS4A) Safety Action Plan

Sponsors: Paul Holzen, David Chang

6. Consideration Of DRAFT COF Contract No. 2025-0524, With Tennessee Department of Transportation For Widening Of SR-397 (Mack C. Hatcher Memorial Parkway), From SR-96 East Of Franklin To US-31 (SR-6, Columbia Pike) South Of Franklin (South Quadrant)

Sponsors: Paul Holzen, Jonathan Marston

7. Discussion Concerning The Intersection Of Liberty Pike And Oxford Glen Drive

Sponsors: Paul Holzen

8. Capital Projects Dashboard And Status Updates For December 2025

Sponsors: Paul Holzen, Jonathan Marston

OTHER BUSINESS

ADJOURN

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



Meeting Minutes

Capital Investment Committee

Thursday, September 25,
2025

3:30 PM

Williamson County
Auditorium

CALL TO ORDER

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

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

Board Members Absent: None

Staff Present: Mark Hilty, Cayce Anderson, Paul Holzen, Jonathan Marston, Derrick McCord

SETTING OF THE AGENDA

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

Sponsors:

A motion was made by Alderman Matt Brown, seconded by Vice Chair Beverly Burger to Approve the Agenda as Submitted. The motion passed 4-0.

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

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

APPROVAL OF MINUTES

2. **Consideration Of Approval Of Minutes**
August 28, 2025 Capital Investment Committee Meeting

Sponsors:

A motion was made by Alderman Brandy Blanton, seconded by Alderman Matt Brown to Approve the August 28, 2025 Capital Investment Committee Minutes. The motion passed 4-0.

NEW BUSINESS

3. **Consideration Of DRAFT Resolution 2025-81, A Resolution Authorizing The Execution Of COF Contract No. 2025-0153 With Tennessee Valley Paving For Roadway Asphalt Paving**

Sponsors: Jerry Hatcher

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

4. **Consideration Of DRAFT Resolution 2025-82, A Resolution Authorizing The Execution Of COF Contract No. 2025-0154 With Pavement Restorations, Inc. For Pavement Preservation**

Sponsors: Jerry Hatcher

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

5. **Consideration Of DRAFT Resolution 2025-83, A Resolution Authorizing The Execution Of COF Contract No. 2025-0155 With Pavement Restorations, Inc. For Facilities Asphalt Paving And Utility Cut Repair**

Sponsors: Jerry Hatcher

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

6. **Consideration Of Amendment 6 To COF Contract No. 2019-0376, With Barge Design Solutions, Inc. For The Design Of The Bicentennial Park Project At A Lump Sum Cost Increase Of \$15,000**

Sponsors: Paul Holzen, Jonathan Marston, Shahad Abdulrahman

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

7. **Consideration Of DRAFT COF Contract No. 2025-0362, A Professional Services Agreement With Verdantas, LLC, For Final Design/Construction Documents On The Church Street Improvements Project In A Not-To-Exceed Amount Of \$330,500**

Sponsors: Paul Holzen, Jonathan Marston, William Banks

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

8. **Capital Projects Dashboard And Status Updates For September 2025**

Sponsors: Paul Holzen, Jonathan Marston

The item was acknowledged.

OTHER BUSINESS**ADJOURN**

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

Meeting Adjourned @ 03:50 PM

Greg Caesar, Chair

Minutes Prepared by Sarah Schilling, Deputy City Recorder, City Recorder's Office — 12/2/2025, 4:07 PM

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



File #: 21-01277

DATE: 12/11/2025
TO: Capital Investment Committee
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

Consideration Of Ordinance 2025-49, An Ordinance To Prohibit U-Turns At Unsignalized Intersections On Mallory Lane Located At The Three Entrances To Centennial High School

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2025-49.

BACKGROUND/STAFF COMMENTS:

On October 3rd, 2025, Centennial High School formally requested that the City of Franklin prohibit U-Turns on Mallory Lane at the three unsignalized entrances serving the school to improve traffic safety. The City of Franklin recognizes the importance of minimizing vehicular conflict points to improve roadway safety and operational efficiency. The Engineering Department has reviewed the request and recommends approval of the proposed U-turn restrictions at the specified unsignalized intersections on Mallory Lane.

FINANCIAL IMPACT:

The financial impact is under \$500 and will be paid out of the annual Street Department budget.

RECOMMENDATION:

Staff recommends that Ordinance 2025-49 be recommended to the Board of Mayor and Aldermen for approval.

ORDINANCE 2025-49

AN ORDINANCE TO PROHIBIT U-TURNS AT UNSIGNALIZED INTERSECTIONS ON MALLORY LANE LOCATED AT THE THREE ENTRANCES TO CENTENNIAL HIGH SCHOOL.

WHEREAS, On October 3rd, 2025 Centennial High School formally requested that the City of Franklin prohibit U-Turns on Mallory Lane at the three unsignalized entrances serving the school to improve traffic safety; and

WHEREAS, the City of Franklin, Tennessee, recognizes the importance of minimizing vehicular conflict points to improve roadway safety and operational efficiency; and

WHEREAS, the Engineering Department has reviewed the request and recommends approval of the proposed U-turn restrictions at the specified unsignalized intersections on Mallory Lane; and

WHEREAS, the Board of Mayor and Aldermen finds this action to be in the best interest of the City.

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

SECTION I. U-turns shall be prohibited at the three unsignalized intersections on Mallory Lane that serve as entrances to Centennial High School.

SECTION II. That the Director of the Streets Department is hereby authorized and directed to install No U-Turn signs at the three unsignalized entrances serving the school.

SECTION III. That the penalty for failure to obey the provisions of this Ordinance shall be as indicated in the Franklin Municipal Code and/or the Tennessee Code Annotated.

SECTION IV. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Angie Skarp
City Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

William E. Squires
Deputy City Attorney

PASSED FIRST READING

PASSED SECOND READING:



File #: 21-01761

DATE: 12/11/2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
David Chang

SUBJECT:

Consideration Of DRAFT Amendment 1 To COF Contract No. 2024-0036, With The US Department Of Transportation For The Safe Streets And Roads For All (SS4A) Safety Action Plan

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2024-0036 Amendment 1.

BACKGROUND/STAFF COMMENTS:

The SS4A program, established under the Bipartisan Infrastructure Law (2021), provides funding for local governments to develop safety action plans aimed at eliminating roadway fatalities and serious injuries. The City of Franklin's plan was adopted by the Board of Mayor and Aldermen and approved by the U.S. Department of Transportation Federal Highway Administration.. This amendment will formally close out the agreement between the City and the U.S. Department of Transportation Federal Highway Administration.

FINANCIAL IMPACT:

There is no financial impact to the City.

RECOMMENDATION:

Staff recommends that Amendment 1 to COF Contract No. 2024-0036 be recommended to the Board of Mayor and Aldermen for approval.

AMENDMENT TO THE GRANT AGREEMENT

- | | | | | | | | | | | | | |
|--|---|---|----------------|--------------|------------------|-------------|----------------------|-----|--------------|-----|--------|--------------|
| <p>1. Federal Award No.
693JJ32440174
Amendment No. 1</p> | <p>2. Effective Date
See No. 16 Below</p> | <p>3. Assistance Listings No.
20.939</p> | | | | | | | | | | |
| <p>4. Award To
City of Franklin
109 Third Avenue South
Franklin, TN 37064-2519

Unique Entity Id.: E91GFR3AMMD5
TIN No.: 62-6000290</p> | <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590</p> | | | | | | | | | | | |
| <p>6. Period of Performance
5/16/2024– See No. 16 Below</p> | <p>7. Total Amount</p> <table border="0"> <tr> <td>Federal Share:</td> <td align="right">\$191,999.84</td> </tr> <tr> <td>Recipient Share:</td> <td align="right">\$47,999.96</td> </tr> <tr> <td>Other Federal Funds:</td> <td align="right">\$0</td> </tr> <tr> <td>Other Funds:</td> <td align="right">\$0</td> </tr> <tr> <td>Total:</td> <td align="right">\$239,999.80</td> </tr> </table> | | Federal Share: | \$191,999.84 | Recipient Share: | \$47,999.96 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$239,999.80 |
| Federal Share: | \$191,999.84 | | | | | | | | | | | |
| Recipient Share: | \$47,999.96 | | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | | |
| Other Funds: | \$0 | | | | | | | | | | | |
| Total: | \$239,999.80 | | | | | | | | | | | |
| <p>8. Type of Agreement
Grant</p> | <p>9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act
(Pub. L. 117–58, November 15, 2021)</p> | | | | | | | | | | | |
| <p>10. Procurement Request No.
HSA260037CL</p> | <p>11. Federal Funds Obligated
\$191,999.84</p> | | | | | | | | | | | |
| <p>12. Submit Payment Requests To
See Article 5.</p> | <p>13. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.41010.61006600
(-\$0.16)</p> | | | | | | | | | | | |

14. Description of the Amendment:

The purpose of this amendment is to administratively close out the Grant Agreement, and to de-obligate funding in the amount of \$0.16. As a result of this amendment, the total value of this agreement is revised to reflect the amount in item No. 7 above.

The Recipient hereby provides a Release of Claims and agrees to release and discharge the Government from any and all further obligations under this Grant Agreement. The Recipient and the Government represent and warrant that the Recipient has completed all performance obligations required under this grant: including, but not limited to providing the Government with all required deliverables, reports, and/or any other information that may have been required. The Recipient acknowledges and agrees that it has received Federal funds in the amount of \$191,999.84 for completing this Grant. This Amendment constitutes the entire agreement between the parties with respect to the closeout of this Grant Agreement. The Grant Agreement is now closed.

RECIPIENT

FEDERAL HIGHWAY ADMINISTRATION

15. Signature of Person Authorized to Sign

16. Signature of Agreement Officer

Signature _____ Date _____
Name: Ken Moore
Title: Mayor, City of Franklin

Signature _____ Date _____
Name: Hector R. Santamaria
Title: Agreement Officer



File #: 21-01762

DATE: 12/11/2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Consideration Of DRAFT COF Contract No. 2025-0524, With Tennessee Department of Transportation For Widening Of SR-397 (Mack C. Hatcher Memorial Parkway), From SR-96 East Of Franklin To US-31 (SR-6, Columbia Pike) South Of Franklin (South Quadrant)

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2025-0524.

BACKGROUND/STAFF COMMENTS:

Following the passage of the 2023 Transportation Modernization Act (TMA), the Tennessee Department of Transportation (TDOT) established its first fiscally constrained 10-Year Project Plan. A key component of this plan is the Statewide Partnership Program (SPP), which enables local governments to partner with TDOT by providing financial contributions or other support to advance critical transportation projects. The guiding principle of the program—“*what gets started, gets finished*”—ensures accountability and timely delivery of projects across Tennessee.

The southeast section of Mack Hatcher Parkway (SR-397), from Columbia Avenue (SR-6 / US-31) to Murfreesboro Road (SR-96), has been identified as a priority corridor within Franklin due to its importance in regional mobility. The Parkway has long been a focus of the City, with multiple phases of improvements planned to address congestion, safety, and connectivity. TDOT has selected this section for inclusion in the SPP, leveraging Franklin’s local participation to accelerate delivery.

The total project cost is currently estimated at \$100 million, with the City of Franklin committing to fund *up to 50%* of the cost. This cost is a preliminary estimate only and will be further refined during engineering.

Before the project can advance, the City is required to enter into a Local Agency Project Agreement with the Tennessee Department of Transportation, formalizing the partnership and financial commitment.

FINANCIAL IMPACT:

The current financial impact associated with this agreement is \$50,000,000, which represents the City's 50% commitment to the project. At this time, TDOT has only committed \$25 million in federal and state funds toward the construction of this project. As such, the funding breakdown, Exhibit "A", of this agreement currently states: "*Should the total project cost exceed the available \$75m [million], the remaining construction costs will be the responsibility of the City of Franklin, or the project scope will be reduced to the available budget.*" Therefore, the City will be *fully funding* the preliminary engineering (PE-NEPA and PE-Design) and right-of-way (ROW) phases of this project. Per the latest TDOT 10-Year Project Plan, the project is scheduled for construction in 2032. City staff will continue to coordinate with TDOT to explore opportunities for accelerating this schedule and to secure additional funding. Should other TDOT projects experience delays, staff will work to position this project for advancement on the priority list.

RECOMMENDATION:

Staff recommends that COF Contract No. 2025-0524 be recommended to the Board of Mayor and Aldermen for approval.



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENTS DIVISION**

SUITE 1000, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-2208

WILL REID
COMMISSIONER

BILL LEE
GOVERNOR

October 3, 2025

The Honorable Ken Moore
Mayor, City of Franklin
109 Third Avenue South
Franklin, TN 37064

Re: Widening of SR-397 (Mack C Hatcher Memorial Pkwy), From SR-96 east of Franklin to US-31 (SR-6, Columbia Pike) south of Franklin (South Quadrant) (IA)(TMA)
Franklin, Williamson County
PIN: 124870.00
Federal Project Number: NH-397(14)
State Project Number: 94S397-F3-004
Contract Number: 250273

Dear Mayor Moore:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires any additional explanation. The estimated cost for your agency's share of the preliminary engineering phase is \$10,000,000.00.

If you find the contract fully satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency and return the contract with your preliminary engineering deposit of \$10,000,000.00 to me. Once the contract is fully executed, we will forward a copy to you for your records.

The deposit may be made either by check made payable to the State of Tennessee Department of Transportation, Attn.: Matt Burcham in the Local Programs & Community Investments Division at the address listed above, or via deposit into the Local Government Investment Pool (LGIP) account. To deposit funds into your LGIP account, please follow the attached instructions.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or maria.hunter@tn.gov.

Sincerely,

Steve Allen (Oct 3, 2025 10:27:42 CDT)

Steve Allen
Director, Local Programs & Community Investments Division

Attachment

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **THE TREASURY DEPARTMENT OF THE STATE OF TENNESSEE**, hereinafter referred to as the "Treasury", and _____, Tennessee, hereinafter referred to as the "Local Agency".

WITNESSETH:

WHEREAS, the State of Tennessee, acting through the Department of Transportation, entered into a contract with the _____, hereinafter called "Local Agency", on the _____ day of _____, 20____, relative to providing for implementation of _____;
_____;

WHEREAS, said agreement provides that the Local Agency may deposit its pro rata share of the estimated cost of the project with the Treasury for temporary investment as an alternative to furnishing the Department with said share, and the Local Agency has elected to use said alternate; and

WHEREAS, the Local Agency has made application to participate in the Local Government Investment Pool which has been accepted by the Treasury and has deposited its pro rata share of the estimated cost of the project by immediate credit transfer and advised the Treasury thereof and identified the account to which said deposit should be credited.

NOW THEREFORE, in consideration of the premises, the Treasury and the Local Agency agree as follows:

The Local Agency hereby authorizes Treasury to transfer from its Local Government Investment Pool Account (LGIP Account) relative to the above- identified project, to the account of the Department of Transportation, such amounts as said Department may request from time to time by written instructions from its Finance Director, without liability.

The Local Agency understands that no funds in its LGIP account shall be subject to withdrawal until the project is completed and the actual pro rata share of cost is determined. On completion, any surplus will be returned to the Local Agency pursuant to written instructions of said Department with an accounting of transfers made.

The Treasury will credit interest to the account which will be added to the principal and will become part of the surplus, if any, for disposition by said Department at the completion of the project. LGIP account statements will be sent to the Local Agency and said Department monthly. There will be an administrative fee charged to the Local Agency for the LGIP account at the same rate as other LGIP accounts are charged.

It is understood by the parties that the Treasury shall be responsible for the investment of aforesaid sum in accordance with the terms and conditions of the administration of the pool.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officials as of the date above written.

**STATE OF TENNESSEE
TREASURY DEPARTMENT**

By: _____

NAME OF OFFICIAL WHOSE
SIGNATURE APPEARS BELOW

(Type or Print)

TITLE: _____

ADDRESS: _____

TELEPHONE NO: _____

COUNTY OF: _____

SIGNATURE
OF OFFICIAL: _____

INSTRUCTIONS FOR DEPOSITING FUNDS

FOR INVESTMENT IN LOCAL GOVERNMENT INVESTMENT POOL

Enclosed herewith you will find one (1) copy of a contract relative to investing in the Local Government Investment Pool (LGIP) administered by the State Treasury Department. These are for your use in providing evidence that the Local Agency's pro-rata share of funds for the amount set forth in the project agreement relative to the project identified in the contract have been deposited for the use of the Department of Transportation. After completing the information necessary in the body of the contract you will need to have a total of four (4) original copies signed by an authorized official. Due to the sophistication of today's copiers, signatures in ink of a color other than black will clearly mark them as original signatures and prevent possible delays. Mail two (2) copies to, Assistant Director of Investment Department, P. O. Box 198785, Nashville, TN., 37219-8785, and one (1) copy to Jennifer Herstek, Finance Administrator, Tennessee Department of Transportation, 800 James K. Polk Building, Nashville, TN 37243-0329. The remaining copy is to be retained for your file until a fully executed copy is returned by the Treasury Department. Any questions you have should be directed to **Assistant Cash Manager for LGIP Administration at (615) 532-1163**.

Please note that due to the volume of deposits, the Treasury Department will not confirm to TDOT that your deposit has been made more than once a month. To prevent delays in project development, once you have made the deposit, call the person who signed the letter transmitting this document. Give that person the account number to which you have made your deposit, the amount of your deposit and the date on which you submitted it.

Agreement Number: 250273

Project Identification Number: 124870.00

Federal Project Number: NH-397(14)

State Project Number: 94S397-F3-004

State of Tennessee Department of Transportation

LOCAL AGENCY PROJECT AGREEMENT

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

"Widening of SR-397 (Mack C Hatcher Memorial Pkwy), From SR-96 East of Franklin to US-31 (SR-6, Columbia Pike) South of Franklin (South Quadrant) (IA)(TMA)"

A. PURPOSE OF AGREEMENT

A.1 Purpose:

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

A.2 Modifications and Additions:

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

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

- a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	Department	Agency
Preliminary Engineering by:	Department	Agency

Right-of-Way by:	Department	Agency
Utility Coordination by:	Department	Agency
Construction by:	Department	Project

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

B.2 Completion Date:

- a) This Agreement shall be effective from the period beginning on the fully executed date, and ending N/A. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by N/A. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. If the Agency does not complete the herein described phases of the Project within the time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

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

B.4 Plans and Specifications

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

B.5 Right-of-Way

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

B.6 Approval of the Construction Phase

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

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

B.7 Detours

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

B.8 Utilities

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

B.9 Railroad

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

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

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

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

C.2 Eligible Costs:

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

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

C.3 Limits on Federal and State Participation:

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

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

C.4 Payment Methodology:

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

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

C.5 The Department's Obligations:

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

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

- 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
- 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
- 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- 4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or
- 5) **Default:**
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

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

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

C.7 Offset:

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

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

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

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

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

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

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

D.3 State Law:

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

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

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

D.5 Appropriations of Funds:

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

D.6 Rights and Remedies Not Waived:

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

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

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

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

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

D.9 Maintenance:

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

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

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

- a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.
- b) **DBE Obligation:**
The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform

agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

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

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

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

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

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules

implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

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

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

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

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

D.13 Equal Employment Opportunity:

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

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

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

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

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

D.16 Conflicts of Interest:

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

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

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

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

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

- a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

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

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.

- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

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

D.22 Termination for Convenience:

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

D.23 Termination for Cause:

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

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

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

D.25 Agreement Format:

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

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.

- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

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

D.28 State Liability:

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

D.29 Force Majeure:

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

D.30 Required Approvals:

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

D.31 Estimated Cost:

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

D.32 Third Party Liability:

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

D.33 Deposits:

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

D.34 Department Activities:

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

D.35 Congestion Mitigation and Air Quality Requirement:

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

D.36 Investment of Public Funds:

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

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

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

D.37 Federal Funding Accountability and Transparency Act:

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

D.38 Completion of Project and Repayment of Funds:

- a) If the Agency elects not to complete the project, then the Agency shall notify the Department in writing within thirty (30) days after having made such determination and, at the discretion of the Department, the Agency may be required upon written notice to repay to the Department some or all of the funds paid to the Agency pursuant to this Agreement and to reimburse the Department for Department Engineering Oversight costs incurred as a result of this Agreement. The Department shall have the sole determination over the amount of funds owed by the Agency. If the Department determines that any funds are owed by the Agency, the Agency shall pay said funds within one hundred eighty (180) days of receipt of written notice from the Department.

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

CITY OF FRANKLIN

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____ By: _____
Ken Moore **Date** **Will Reid** **Date**
Mayor **Commissioner**

APPROVED AS TO
FORM AND LEGALITY

APPROVED AS TO
FORM AND LEGALITY

By: _____ By: _____
Blake Harper **Date** **Leslie South** **Date**
Attorney **General Counsel**

By: _____
Steve Allen **Date**
Director, Local Programs
& Community Investments
Director

EXHIBIT "A"

AGREEMENT #: 250273

PROJECT IDENTIFICATION #: 124870.00

FEDERAL PROJECT #: NH-397(14)

STATE PROJECT #: 94S397-F3-004

PROJECT DESCRIPTION: SR-397 (Mack C Hatcher Memorial Pkwy), From SR-96 east of Franklin to US-31 (SR-6, Columbia Pike) south of Franklin (South Quadrant) (IA)(TMA): Widening from 2 to 4 lanes: "The City of Franklin's full statewide partnership commitment is \$50m, with the remainder to be paid at Right-of-Way Authorization and Construction Authorization, which is anticipated to be in 2028 and 2032, respectively. TDOT is committed to provide \$25m to go towards construction costs in 2032. TDOT does not have funds available for Engineering or ROW phases. As per the City of Franklin's partnership proposal, the total project cost is anticipated to be \$100m. The cost estimate will be refined in engineering. Should the total project cost exceed the available \$75m, the remaining construction costs will be the responsibility of the City of Franklin, or the project scope will be reduced to the available budget."

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Widening

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	LOCAL	0%	0%	100%	\$5,000,000.00
PE-DESIGN	LOCAL	0%	0%	100%	\$5,000,000.00
RIGHT-OF-WAY	LOCAL	0%	0%	100%	\$20,000,000.00
CONSTRUCTION	LOCAL	0%	0%	100%	\$20,000,000.00
CONSTRUCTION	NHPP	80%	20%	0%	\$25,000,000.00

INELIGIBLE COST: If the Project includes any federal funds, than one hundred percent (100%) of the actual cost will be paid from Agency funds if any Projects costs are at any time deemed ineligible costs for federal funding by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: NHPP: 23 U.S.C.A., Section 119; Section 104 (b)(1) National Highway Performance Program funds as allocated to the Tennessee Department of Transportation.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

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



File #: 21-01795

DATE: 12/11/2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering

SUBJECT:

Discussion Concerning The Intersection Of Liberty Pike And Oxford Glen Drive

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the intersection of Liberty Pike and Oxford Glen Drive.

BACKGROUND/STAFF COMMENTS:

The two roundabouts located on Liberty Pike within the McKays Mill HOA were originally designed in 2000. At that time, roundabouts were just beginning to gain traction in the United States as a proven safety countermeasure, promoted by the Federal Highway Administration (FHWA). Since then, design standards have evolved significantly. Modern roundabouts incorporate improvements such as revised crosswalk placement, pedestrian refuge islands, enhanced bicycle accommodations, and tighter entry deflection to better manage vehicle speeds.

Over the past several months, City staff has received numerous calls from McKays Mill residents regarding two primary concerns: vehicle entry speeds and peak-hour delays. The underlying issue appears to be cut-through traffic using Oxford Glen Drive, instead of Carothers Parkway, to travel from SR-96 into the Cool Springs area. Oxford Glen Drive was not intended to function as a major arterial, and this shift in traffic demand has created operational challenges.

In December 2024, staff conducted a speed study to evaluate entry speeds at the roundabout. The 85th percentile speed was approximately 19 mph, which falls within FHWA's recommended range. The study is attached for the Board's review. In addition, staff observed traffic conditions during peak AM and PM periods and noted that commuter traffic from SR-96 to Cool Springs creates an unbalanced roundabout, resulting in delays during peak hours.

Alderman Burger and the McKays Mill HOA have voiced concerns about these traffic shifts, as well as potential impacts from the proposed Poplar Farms PUD. The original intent was for the majority of traffic to utilize SR-96, Carothers Parkway, and I-65 rather than Oxford Glen Drive.

At the request of Alderman Burger and the HOA, staff has evaluated two potential concepts:

- **Concept 1:** Installation of rubberized curb to narrow lanes and encourage lower speeds. While this may provide some minor speed reduction, it is unlikely to meaningfully improve traffic flow or reduce peak-hour delays.
- **Concept 2:** Full redesign of the roundabout to meet current design standards. This option would address geometric deficiencies and may include additional lanes to accommodate peak-hour traffic volumes.

FINANCIAL IMPACT:

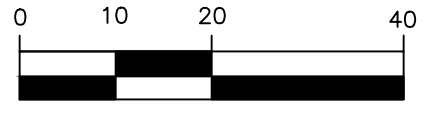
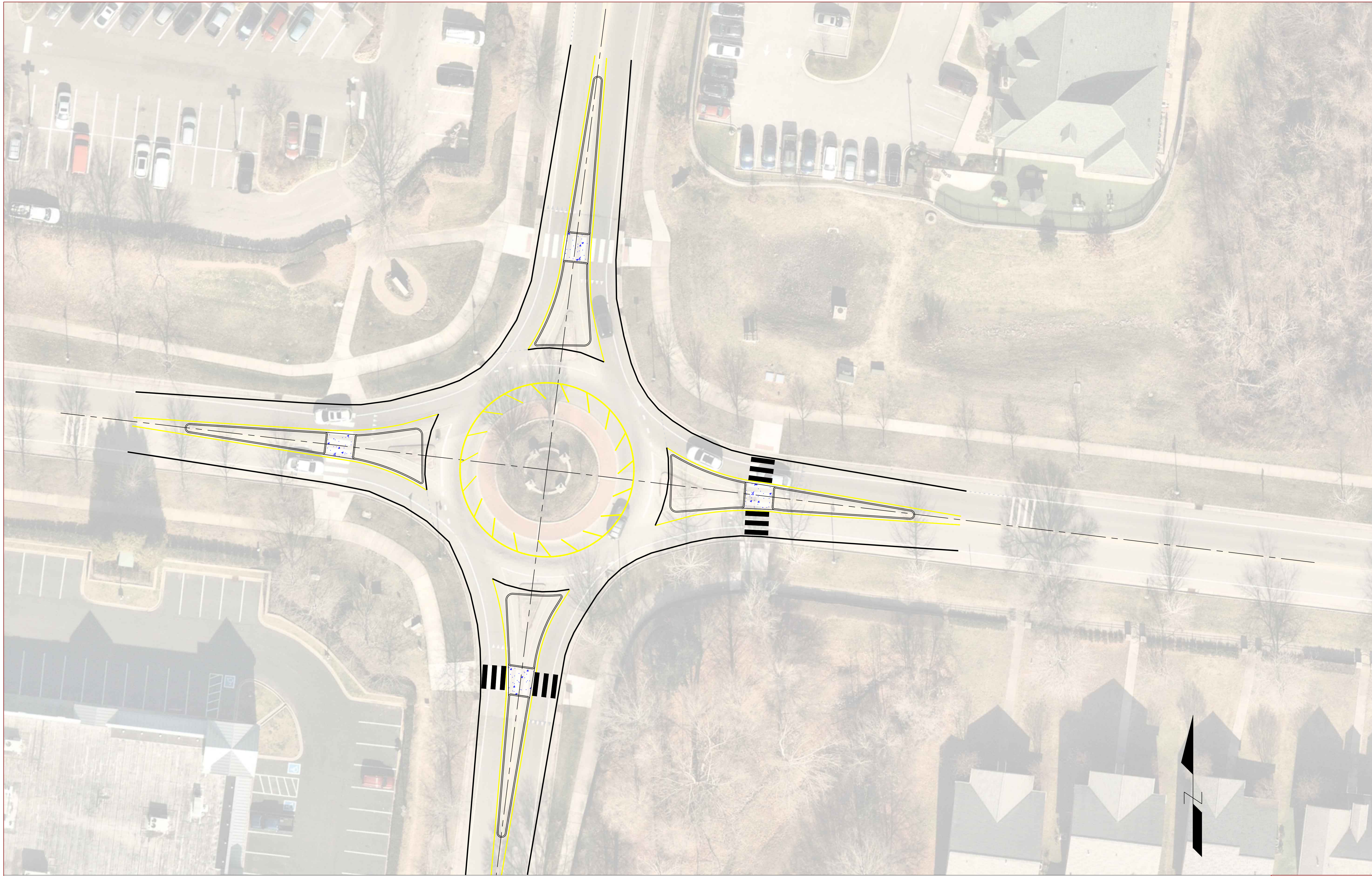
The estimated costs for concept 1 and 2 are shown below:

Concept 1 - \$40,000

Concept 2 - \$700,000 - \$1,000,000

RECOMMENDATION:

This agenda item is intended solely for discussion. Staff is not providing a recommendation at this stage.



NO	DATE	REVISION RECORD	DESCRIPTION

CITY OF FRANKLIN, TN
 ENGINEERING DEPARTMENT
 109 3RD AVE SOUTH
 FRANKLIN, TN 37064
 615-791-3218

**LIBERTY PIKE AND
 OXFORD GELN DRIVE
 CONCEPT 2 - 11/13/2025**

DATE: _____
 CONTRACT NO: _____
 DRAWN BY: _____
 APPROVED BY: _____

DATE: December 20, 2024

TO: Paul Holzen, Director of Engineering

FROM: Adam Moser, Traffic Engineer

SUBJECT: Liberty Pike at Oxford Glen Roundabout Entry Speed Study

Purpose

The purpose of this memo is to summarize the results of the speed study that measured southbound roundabout entry speeds between December 13 and 17, 2024.

Background & Speed Study Results

A speed study request was requested by Alderman Burger to measure speeds of vehicles entering the roundabout at the intersection of Oxford Glen Drive and Liberty Pike. Alderman Burger expressed frustration with the speed of vehicles approaching the roundabout and the danger they pose to pedestrians and other vehicles trying to maneuver in the roundabout.

Liberty Pike is a minor arterial up to Turning Wheel Lane in which it is reclassified down to a minor collector on the east side of the Turning Wheel Lane roundabout to the extents of Liberty Pike. Liberty Pike connects the McKays Mill subdivision to the Carothers and south Cool Springs areas. Liberty Pike speed limit is 35 mph. Oxford Glen Drive is a minor collector that connects from major arterials at the McEwen @ Cool Springs roundabout, proceeding south to and through Clovercroft Road, terminating at Murfreesboro Road. The general speed limit of Oxford Glen Drive is 35 mph (25 mph in Williamson County section). While Oxford Glen does serve as a cut-through route to Cool Springs from Murfreesboro Road, there are traffic calming treatments, such as the roundabouts and speed humps (Williamson County section) along with lower speed limits to try and discourage cutting through these residential areas.

Speed data was collected at a single location on the southbound approach to the Liberty Pike/Oxford Glen roundabout as shown in Figure 1. The speed zone (blue polygon) was chosen based on ensuring that a majority of the vehicles were traveling at entry speed and on a downhill grade (i.e. likely the fastest entry approach). The zone is located approximately 80 – 85’ from the center of the roundabout. Speed data for vehicles traveling 0-5 mph were thrown out as these were likely stopping vehicles yielding to other vehicles within the roundabout so that a true free flow entry speed could be formulated. Speed data was collected over the course of five full days that included weekday and weekend data.



Figure 1 Speed Study Location

The speed study data summary is shown in Table 1.

The highlighted column below is the 85th percentile speed column. The 85th percentile speed is the speed at which 85% of the vehicles captured during the roundabout entry speed study are traveling at or below. Based on the data collected, the 85th percentile speed for southbound Oxford Glen Drive vehicles entering the roundabout was found to be approximately 19 mph. It should be noted that speeds of less than 5 mph were thrown out of this calculation (speeds of 0 – 5 mph for vehicles

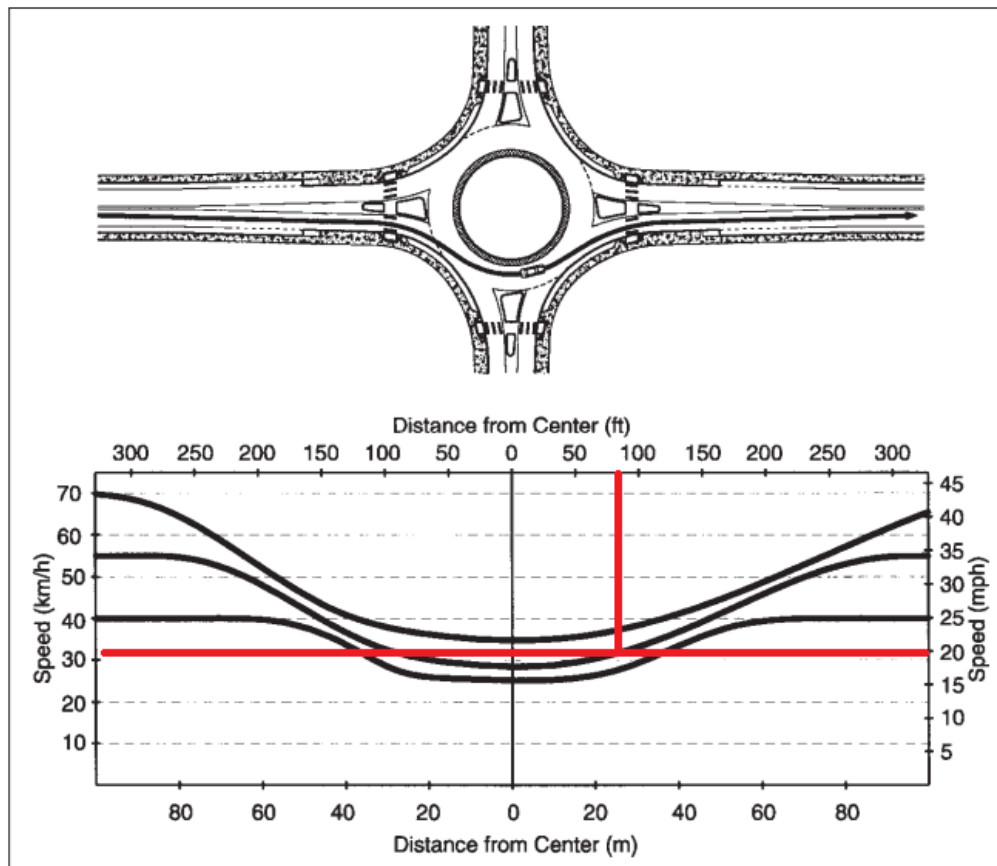
stopping due to conflicting vehicles from the left would skew free flow approach speed data down).

15th	20th	25th	30th	35th	40th	45th	50th	55th	60th	65th	70th	75th	80th	85th	90th	95th
9.2	9.8	11.1	11.7	12.3	13.6	14.2	14.8	15.4	15.4	16.1	16.7	17.3	17.9	18.7	19.8	21

Table 1 Speed Data

Summary and Recommendations

The Liberty Pike at Oxford Glen Drive roundabout is classified by the common roundabout design reference *NCHRP Report 1043 Guide for Roundabouts* between a ‘mini roundabout’ and ‘compact roundabout’ with a diameter of approximately 60’. Speeds for negotiating these roundabouts range from 15 – 20 mph. Though not in the latest NCHRP guide for roundabouts, previous versions do have data on approach speed entering roundabouts based on approach distance from the center of the roundabout. The following figure shows study data for an urban compact roundabout, based on three different entering approach speeds of 40 mph, 35 mph, and 25 mph located 350’ out from the center of the roundabout. Based on our study speed zone distance of approximately 80 – 85’ from the center of the study roundabout, with an approach speed of 35 mph 350’ away from the roundabout (speed limit), vehicles should be entering this type of roundabout at approximately 20 mph when no conflicting vehicles are approaching. This is supported by the study data of 19 mph.





City of Franklin

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

File #: 21-01178

DATE: 12/11/2025
TO: Capital Investment Committee
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

Capital Projects Dashboard And Status Updates For December 2025

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

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

[COF Dashboard Link](#)

Manually locate the dashboard following the instructions below:

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

None

City of Franklin Capital Investment Projects Dashboard

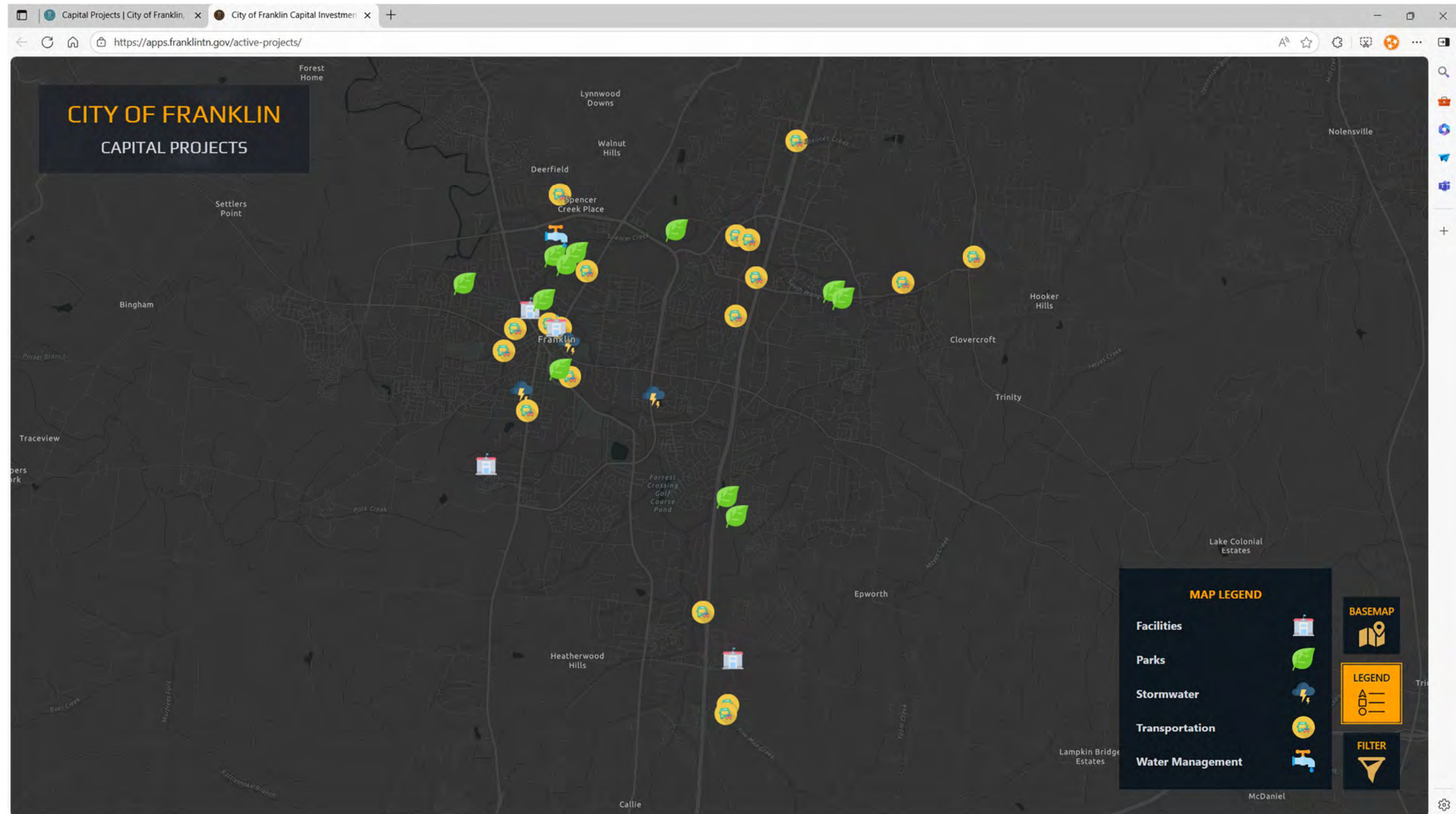


Image Captured from City of Franklin Website on 09/17/2025

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

OR

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