

**RESOLUTION 21-191**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH TDOT FOR KEDRON ROAD AND SATURN PARKWAY INTERSECTIONS**

**WHEREAS**, the City of Spring Hill performed a traffic signal warrant study that reflected a need for the installation of traffic signals at the intersections of Kedron Road and Port Royal Road; and

**WHEREAS**, the City presented the warrant study to Tennessee Department of Transportation (“TDOT”) who agreed with the results and to the installation of traffic signals; and

**WHEREAS**, TDOT has agreed to fund the signal installation in entirety and has begun the initial process of surveying and design; and

**WHEREAS**, the signal installation should be under construction in November 2022 if the current schedule is maintained, barring any unforeseen circumstances; and

**WHEREAS**, the signals will become City signals upon completion and will be responsible for the maintenance and timing of each; and

**WHEREAS**, TDOT has requested the City execute a traffic signal maintenance agreement for the future maintenance responsibilities.

**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen:

1. Approve the traffic signal maintenance agreement with TDOT for signals to be installed at the Kedron Road and Saturn Parkway intersections, attached hereto.
2. Authorize the Mayor to execute the agreement attached hereto.

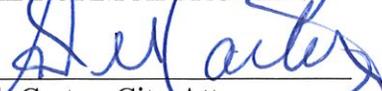
**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 1<sup>st</sup> day of November, 2021.**

  
\_\_\_\_\_  
Jim Hagaman, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION  
LOCAL PROGRAM DEVELOPMENT OFFICE  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-1402  
(615) 741-5314

CLAY BRIGHT  
COMMISSIONER

BILL LEE  
GOVERNOR

October 25, 2021

The Honorable Jim Hagaman  
Mayor, City of Spring Hill  
199 Town Center Parkway  
Spring Hill, TN 37174

Re: Signal Maintenance of Signals at SR-396 Interchange Ramps at Kedron Road, LM 2.70 and LM 2.92  
Spring Hill, Maury County  
PIN: 131367.00  
Federal Project Number: NH-SIP-396(6)  
State Project Number: 60100-3212-14  
Contract Number: 210250

Dear Mayor Hagaman:

I am attaching a contract providing for the maintenance of the referenced project. Please review the contract and advise me if it requires any additional explanation. 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 to me. Once we have a fully executed contract, we will return a copy to your office for your files.

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

Sincerely,

*Lisa Dunn*

Lisa Dunn  
Transportation Manager 1

Attachment

**AGREEMENT NO:** 210250  
**PROJECT IDENTIFICATION NO:** 131367.00  
**FEDERAL PROJECT NO:** NH-SIP-396(6)  
**STATE PROJECT NO:** 60100-3212-14

**State of Tennessee Department of Transportation**

**GENERAL MAINTENANCE AGREEMENT WITH LOCAL AGENCY**

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 SPRING HILL (hereinafter called the "Agency").

W I T N E S S E I H:

WHEREAS, certain routes in the Agency's jurisdiction have been designated as being eligible for Safety Improvement Program (SIP) funds under 23 U.S.C. § 148 (CFDA # 20.205); and

WHEREAS, the Department desires to assist the Agency by installing various signs, snowplowable markers, reflectors, chevrons, thermoplastic white and yellow lines, guardrails, and other safety improvements within the jurisdiction of the Agency in furtherance of this program, and

WHEREAS, the Agency, in recognition of the benefits to be received from the installation of said safety improvements, desires to cooperate with the Department such that the safety improvements may be installed by the Department, and maintained by the Agency in accordance with Tennessee and federal law.

NOW THEREFORE, in consideration of these premises, the Department and the Agency hereby enter into this Agreement regarding the maintenance, existence, and use of the Project as described in SECTION 1 below.

**SECTION 1:** The Project to be performed is described as follows:

"SR-396 Interchange Ramps at Kedron Road, LM 2.70 and LM 2.92"

**SECTION 2:** Tenn. Code Ann. § 54-1-126 provides that the Department shall enter into a written contract that provides that the Agency is solely responsible for all maintenance of the completed work of the Project. Therefore, the provisions set forth in Tenn. Code Ann. § 54-1-126 shall apply to this Agreement. The Agency shall be solely responsible for and pay all costs associated with maintenance of the

Project. The Agency acknowledges that where any local road under the jurisdiction of the Agency ("Local Road") intersects with a state highway or other public road, the Agency's maintenance responsibility for the Local Road, including but not limited to traffic control devices, continues across the right-of-way of the intersecting state highway or public road to the point where the Local Road abuts the roadway of the state highway or public road.

The Agency's maintenance responsibility described herein includes, but is not limited to, signals and other electrically operated and/or solar powered devices which may be installed as part of the Project. The Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices which may be installed as part of the Project, together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar powered devices which may be installed as part of the Project, including but not limited to replacement of solar panels, batteries, lights and lenses.

SECTION 3: The Agency shall assume all liability for third-party claims and damages arising from the 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.

SECTION 4: The Agency agrees to comply with all applicable federal and Tennessee laws and regulations in the performance of its duties under this Agreement. 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 funds expended, or expenses incurred, under this Agreement.

SECTION 5: 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.

SECTION 6: Nothing in this Agreement, whether express or implied, is intended to confer upon any person or entity not a party to this Agreement, any rights or remedies by reason of this Agreement.

SECTION 7: 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.

SECTION 8: The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise

subjected to discrimination in the performance of this Agreement or in the employment practices of the Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal and Tennessee constitutional or statutory law. The Agency shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

**SECTION 9:** The Department may terminate this Agreement without cause for any reason. Said termination shall not be deemed a breach of contract by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. Upon such termination, the Agency shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount. In no event shall the Department's exercise of its right to terminate this Agreement relieve the Agency of any liability to the Department for any damages or claims arising under this Agreement. All provisions that logically ought to survive termination of this Agreement shall survive.

**SECTION 10:** This Agreement may be modified only by a written amendment executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

**SECTION 11:** The Department shall have no liability except as specifically provided in this Agreement.

**SECTION 12:** 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.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their respective authorized officials, effective as of the last date of signature below.

**CITY OF SPRING HILL**

Signature:   
Email: [jhagaman@springhilltn.org](mailto:jhagaman@springhilltn.org)

**APPROVED AS TO  
FORM AND LEGALITY**

Signature:   
Email: [pcarter@jgwlawfirm.com](mailto:pcarter@jgwlawfirm.com)

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

Signature:  
Email: [TDOT.COMMISSIONER'S.Office@tn.gov](mailto:TDOT.COMMISSIONER'S.Office@tn.gov)

**APPROVED AS TO  
FORM AND LEGALITY**

Signature:  
Email: [TDOT.Legal.Attorneys@tn.gov](mailto:TDOT.Legal.Attorneys@tn.gov)