

COF CONTRACT

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF FRANKLIN, TENNESSEE AND
WILLIAMSON COUNTY, TENNESSEE
CONCERNING FUNDING OF CONSTRUCTION ACTIVITIES FOR THE OXFORD
GLEN DRIVE AT CLOVERCROFT ROAD IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into this the ____ day of _____, 20____, by and between the **CITY OF FRANKLIN**, a municipal corporation of the State of Tennessee, ("City"), and **WILLIAMSON COUNTY**, a political subdivision of the State of Tennessee, ("County"), pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated §§12-9-101 to 109.

WHEREAS, based on an intersection safety study conducted by RPM Transportation Consultants, LLC dated May 2009, the City and the County have agreed to cooperate in the construction of improvements to the intersection of Oxford Glen Drive and Clovercroft Road; and

WHEREAS, the Oxford Glen leg, which is north of the intersection, is within the jurisdiction of the City and represents twenty-five percent of the intersection while the remainder of the intersection resides in the jurisdiction of the County; and

WHEREAS, although RPM concluded that the site distance at the intersection is adequate for the current 40 mph speed limit, the report did assume that the installation of a signal light and/or grading the hill may improve current driving conditions; and

WHEREAS, the County has received an Advanced Planning Report for possible future improvements to the Oxford Glen/Clovercroft intersection conducted by Collier Engineering Co., Inc. that estimates the cost of grading the hill at \$207,500.00; and

WHEREAS, because twenty-five percent of the intersection lies within the City's jurisdiction, the County has requested a financial contribution from the City in the amount equal to twenty-five percent of the cost which, based on the Advance Planning Report, would be approximately \$51,875.00; and

WHEREAS, the parties find it is in the best interest of the City and County to enter into this Agreement to define the rights, duties, powers, liabilities and responsibilities of each relating to the Oxford Glen Drive/Clovercroft Road intersection:

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto, for themselves, their successors and assigns, agree as follows:

PART I. PURPOSE

The purpose of this Agreement is to set forth the obligations and rights of the parties in the construction, operation and maintenance of the contemplated improvements to the intersection of Oxford Glen Drive and Clovercroft Road ("Intersection").

PART II. DEFINITIONS

1. "City" means Franklin, Tennessee.
2. "City's Cost" means the City's share of the Roadway Improvements equaling twenty-five percent or \$51,875.00 as provided for herein.

3. "County" means Williamson County, Tennessee.
4. "Roadway Improvements" mean the grading improvements to Clovercroft Road as outlined in the Advanced Planning Report by Collier Engineering Co., Inc. for the Williamson County Highway Department constructed or installed by or on behalf of Williamson County to improve site distance at the intersection of Oxford Glen Drive and Clovercroft Road.

PART III. CONSTRUCTION, OPERATION AND OWNERSHIP

1. **Construction of Oxford Glen Drive at Clovercroft Road Improvements.** The County shall contract for and oversee the construction of the Roadway Improvements west of the intersection of Oxford Glen Drive and Clovercroft Road, a distance of approximately 1,230 feet from the intersection.

(a) The County shall construct or oversee the construction of the Roadway Improvements. In the event the County cannot construct the entire Roadway Improvements within the existing public right-of-way, County shall be responsible for obtaining, at its expense, the easements or rights-of-way required from any property owner upon whose property the Roadway Improvements must be constructed. Such easements or right(s)-of-way shall run with the land and be recorded with the Williamson County Register of Deeds Office easements.

(b) The County shall be responsible for any repairs necessary to County or City roads as a direct result of the construction of the Roadway Improvements and shall return any private property disturbed by the construction of the Roadway Improvements to its previous or agreed upon condition.

(c) The County shall be responsible for preparation of the plans and specifications for the construction of the Roadway Improvements. Once the plans and specifications are completed, the County will provide the plans and specifications to the City who shall then have 10 workdays to review, provide comment and approve the plans and specifications. The County and the City shall work in good faith to agree on the plans and specifications. Should the City fail to approve the plans as provided herein then Williamson County may proceed with the construction of the Roadway Improvements. Any costs for work additional to the plans shall be borne solely by the County unless prior approval for the expenditure is given by the City.

(d) The County shall ensure that the road is inspected upon completion of the Roadway Improvements to make sure the construction is fully completed in accordance with the plans and specifications.

2. **Costs of Construction of Roadway Improvements.** The cost of the construction of the Roadway Improvements shall be paid by the County. The County shall obtain reimbursement from the City for its share of the cost at the completion and acceptance of the Roadway Improvements by the County. The City shall reimburse the County within 30 days of receiving written notice from the County.

3. **Ownership, Use and Maintenance of the Roadway Improvements.**

(a) Prior to the final acceptance of the Roadway Improvements, the County shall give the City the opportunity to examine the construction work.

(b) Upon completion of construction of the Roadway Improvements and after the County accepts the Roadway Improvements, the County shall retain ownership of the Roadway Improvements and any associated easements or rights-of-way and shall be responsible for all maintenance and repair of the portion of the roads that are within the County's jurisdiction.

4. **Conditions Precedent.** In addition to all other conditions precedent to the rights and obligations of the parties set forth in this Agreement, the City's obligation to reimburse the County for the City's Cost and the County's obligation to oversee the construction of the Roadway Improvements shall be conditioned upon the following:

(a) This Agreement shall be approved by the Williamson County Board of County Commissioners; and

(b) This Agreement shall be approved by the Franklin Board of Mayor and Aldermen.

PART IV. GENERAL TERMS

1. **Cooperation.** The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

2. **Termination.** This Agreement shall remain in full force and effect until the date the Roadway Improvements have been completed and the City has paid the City's Cost to the County and all other obligations have been fulfilled by the parties. However, this Agreement shall terminate on April 15, 2011 should the County not award the construction contract for the Roadway Improvements. This termination date shall not be extended without the written agreement of the City and the County as evidenced by an amendment to this Agreement.

3. **Insurance.** The City and County will procure and maintain at its expense during the life of the Agreement, insurance of the types and in the minimum amounts as required by Tennessee Law.

4. **Choice of Law and Venue.** This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively in Williamson County, Tennessee or in a federal court with jurisdiction over the action and parties.

5. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

COUNTY: **WILLIAMSON COUNTY, TENNESSEE**
 County Administrative Complex
 1320 West Main Street, Suite 125
 Franklin, TN 37064

CITY: City Engineer
CITY OF FRANKLIN
109 Third Avenue, South
PO Box 305
Franklin, TN 37064

6. **Entire Agreement and Modifications in Writing.** This Agreement contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except as agreed in writing by the parties and attached hereto.

7. **Dispute Resolution.** The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of law.

8. **Assignment.** The rights and obligations of this Agreement are not assignable.

9. **Waiver.** No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

10. **Headings.** The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

11. **Taxes.** To the extent as provided by Tennessee Law, each party shall be responsible for the payment of any and all taxes that may be levied and assessed due to any construction undertaken as provided herein or otherwise due under this Agreement or any right arising under this Agreement.

12. **Remedies.** Upon breach or default of any of the provisions set forth herein, each party shall be entitled to any damages or other equitable relief permitted under the laws of the State of Tennessee.

13. **Severability.** If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

14. **Compliance with Laws.** Unless otherwise exempt or if not applicable to a party because the party is a governmental entity, the parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

**LAST ITEM ON PAGE
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the County and the City have executed this Agreement effective as of the date and year first above written.

ATTEST:

CITY OF FRANKLIN, TN

BY: Eric S. Stuckey
City Administrator

BY: John C. Schroer
Franklin Mayor

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Shauna R. Billingsley
Shauna R. Billingsley, Interim City Attorney

ATTEST:

WILLIAMSON COUNTY, TN

BY: Carol Edwards

BY: Rogers Anderson
County Mayor

DATE: 1.14.10

DATE: 1-14-10

APPROVED AS TO FORM AND LEGALITY:

Robert Cook
Williamson County Attorney



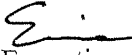
HISTORIC
FRANKLIN
TENNESSEE

ITEM #7
WRK S 01/26/10

MEMORANDUM

November 2, 2009

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator 
David Parker, City Engineer/CIP Executive

SUBJECT: **Clovercroft Road at Oxford Glen Drive Intersection Improvements
Consideration of Agreement with Williamson County for Funding**

Purpose

The purpose of this memorandum is to present to the Board of Mayor and Aldermen (BOMA) information to consider a cost-sharing arrangement with Williamson County for intersection improvements at Clovercroft Road and Oxford Glen Drive.

Background

Williamson County (County) has requested that the City of Franklin (City) help fund improvements to the intersection of Clovercroft Road and Oxford Glen Drive due to sight distance problems. The County is requesting the City fund twenty-five percent (25%) of the cost to grade the hill and to install traffic signalization. For the signalization, the County is requesting the City to fund twenty-five percent (25%) of the cost for a strain pole installation and any additional cost to provide a signal installation to City standards.

Earlier this year, the City agreed to help fund a traffic study of the intersection of Clovercroft Road at Oxford Glen Drive at twenty-five percent (25%) of the cost. The funding allocation is based on the fact that the intersection is a 4-legged intersection with 3-legs being in the County (75%) and 1-leg in the City (25%). Upon completion of the traffic study and an Advanced Planning Report that provided costs to grade the hill to the west of the intersection to provide the required sight distance for speeds up to 50 miles per hour (MPH), the County requested twenty-five percent (25%) funding for the grading work. On September 22, 2009, the Franklin Board of Mayor and Aldermen approved the expenditure of up to \$51,875 (25% of estimated cost for grading) for this project. Subsequently (see letter of October 8, 2009 from County mayor Rogers Anderson attached), it was determined that the County actually wanted to request 25% funding for the signalization of the intersection as well as the grading work.

The installation of signalization at the intersection of Clovercroft Road at Oxford Glen Drive is estimated (RPM Associates) at \$119,605 for a steel strain pole support installation. In order to install the signalization as per the City's standards, the estimated cost is \$163,590. City staff has also indicated to the County Highway Commission that the City would probably want to take over ownership and maintenance responsibilities for any signalization installed at this intersection. The City has the ability to maintain the installation in-house.

Options

Based on the dialog with the County to date the following option can be considered:



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

1. Do nothing and let the County fund the entire cost – may mean the project is not accomplished and there remain a traffic safety issue.
2. Fund 25% of the cost to grade the hill to provide adequate sight distance (previous BOMA direction).
3. Fund 25% of the cost to grade the hill and to install the traffic signalization;
 - a. Using steel strain poles
 - b. Using City's standard mast arm supports
4. Fund 25% of the cost to grade the hill and estimated cost of signal installation using steel strain poles, and any additional cost to install signalization at City standard.

Financial Impact

Option 1 – No cost to the City.

Option 2 - The estimated cost for the grading work to cut the hill down to allow for proper sight distance is \$207,500. At 25% of the estimated cost, the City's share would be \$51,875.

Option 3 a. – The estimated cost for the grading and signalization using strain poles is \$327,105. At 25% of the estimated cost, the City's share would be \$81,776.

Option 3 b. – The estimated cost for the grading and signalization using mast arm supports is \$371,090. At 25% of the estimated cost, the City's share would be \$92,773.

Option 4 – The estimated cost for the grading and signalization using mast arm supports is \$371,090. At 25% of the estimated cost of grading and strain poles, plus the additional cost to meet City standards, the City's share would be \$125,761.

Recommendation

Staff recommends entering into an agreement with the County for Option 2; fund 25% of the cost to grade the hill west of the intersection of Clovercroft Road and Oxford Glen Drive to provide the sight distance needed to bring this intersection into compliance with roadway safety standards. Until there is a known need for signalization after the sight distance is adequately improved, staff does not feel that additional money should be spent for signalization. If after the hill is graded to provide adequate sight distances there is a demonstrated need for signalization to correct reported crashes, then the installation of signalization at this intersection can be revisited. Should signalization be installed, it is still staff's recommendation that it be installed to City standards and that the City own and maintain the signals.



WILLIAMSON COUNTY

Rogers C. Anderson, County Mayor
1320 West Main Street, Suite 125
Franklin, Tennessee 37064
(615) 790-5700, Fax (615) 790-5818

October 8, 2009

VIA HAND DELIVERY

Mr. Dave Parker
City of Franklin
109 Third Ave. South
Franklin, TN 37064

Re: Improvements to Clovercroft Road and Oxford Glen Drive Intersection

Dear Dave:

Thank you for attending the Williamson County Highway Commission meeting on October 7th to discuss the partnership between the City of Franklin and Williamson County. As you are aware, the Williamson County Highway Commission previously approved the installation of the traffic signal at the intersection of Clovercroft Road and Oxford Glen Drive. Since this original action was taken, the Franklin Board of Mayor and Aldermen voted to continue the partnership by agreeing to pay 25% of the cost of lowering the hill on Clovercroft Road to increase the site distance at the intersection. In response to this action, the Highway Commission amended its previous action by authorizing the lowering of the hill in addition to the installation of the signal light. In light of this recent action, the Commission respectfully requests that the Board of Mayor and Aldermen amend its previous action by agreeing to be responsible for 25% of the total cost for both the lowering of the hill and installation of the traffic signal.

Williamson County received bids for the installation of the signal light which low bid was \$119,605.00. Should the City desire upgrades of the traffic signal to comply with its design standards and should the cost increase, then the County asks this extra cost be the responsibility of the City.

In closing, Williamson County looks forward to partnering with the City to continue a spirit of cooperation that benefits our citizens. Please feel free to contact me should you have any questions.

Very truly yours,

Rogers Anderson
Williamson County Mayor

RCA:ce

H:\Williamson County\Highway Dept\Clovercroft-Oxford Glen Intersection\Parker10-8-09Ltr-Clovercroft-Oxford Improvement Cost.Doc

Clovercroft and Oxford Glen

