

RESOLUTION 21-97

A RESOLUTION TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPRING HILL, TENNESSEE AND THE TOWN OF THOMPSON'S STATION, TENNESSEE FOR MAINTENANCE OF A PORTION OF THOMPSON'S STATION ROAD

WHEREAS, the City of Spring Hill ("City") shares a municipal boundary with the Town of Thompson's Station ("Town") along Thompson's Station Road; and

WHEREAS, the signalized intersection of Thompson's Station Road and Buckner Lane will be relocated to the east of the current location as part of the Buckner Lane widening for the I-65 Interchange; and

WHEREAS, with the new development in Spring Hill in this area, the amount of traffic on Thompson's Station Road will increase substantially; and

WHEREAS, the City and the Town desire to enter into an Interlocal Agreement ("Agreement") for the maintenance of the shared portion of the road and the traffic signal at the intersection, as noted on Exhibit A of the Agreement attached hereto; and

WHEREAS, the Agreement includes terms on items to include, but not limited to, mutual road maintenance (generally), minor road maintenance, major road maintenance, signage and traffic signals, timing of traffic signals, speed limits, culverts and bridges, drainage issues, future connections, future development and roadwork standards.

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

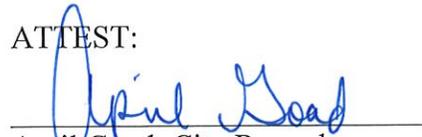
1. Approve the Interlocal Agreement between the City of Spring Hill, Tennessee and the Town of Thompson's Station, Tennessee for maintenance of a portion of Thompson's Station Road, attached hereto.
2. Authorize the Mayor to sign the Interlocal Agreement, attached hereto.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 19th day of July, 2021.



Jim Hagaman, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is entered into by and between the **Town of Thompson's Station, Tennessee** (the "Town") and the **City of Spring Hill** (the "City") as of this 19th day of July, 2021.

WITNESSETH:

WHEREAS, the Town and the City share a municipal boundary along portions of Thompson's Station Road East (the "Road");

WHEREAS, the Town and the City have a mutual interest in maintaining the Road for use by both the citizen of the Town and the City;

WHEREAS, the Town has historically maintained the entirety of the Road;

WHEREAS, the Town and the City wish to enter into this Agreement in order to outline ownership, maintenance costs, and requirements for future development by both along the Road;

WHEREAS, the Tennessee General Assembly has provided authority for such arrangements by public act to include, without limitation, the authority granted to counties and cities pursuant to Tenn. Code Ann. § 12-9-101, et seq., known as the "Interlocal Cooperation Act." This Agreement is made and entered into pursuant to said Act.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Municipal Boundary. It is agreed, by and between the Town and the City, that the Road known as Thompson's Station Road East (the "Road") shall serve, in pertinent portions, as the boundary between the two municipalities. Specifically, the centerline of portions of the Road where the property on the north side is within the municipal limits of the Town and the property on the south side is within the municipal limits of the City shall serve as the municipal boundary between the two. Attached hereto and incorporated herein is Exhibit "A", which depicts a Map of Thompson's Station Road East delineating the pertinent portions of the same for the purposes of this Agreement. Said pertinent portions shall be known as the Shared Road.

2. Term. Either party to this Agreement may terminate its participation in this Agreement by giving one hundred eighty (180) days' written notice to the other municipality. This Agreement shall remain in effect until its termination in accordance with the provisions of this Section.

3. Mutual Maintenance/Generally. The Town and the City agree that mutual maintenance of the Shared Road is in the best interests of both the Town and the City. The Town and City shall work together to establish a regular maintenance schedule in their respective

capital improvement programs. The Town and the City shall work together to report and address issues on and about the Shared Road.

4. Minor Maintenance. Minor, spot maintenance of the Shared Road shall be performed by the pertinent municipality, where minor maintenance on the north side of the Shared Road shall be performed by the Town, and minor maintenance on the south side of the Shared Road shall be performed by the City. In the rare occasion that a minor maintenance issue is discovered on the centerline of the road, the Town shall be responsible for said maintenance, and the cost of said maintenance shall be proportionately divided between the Town and the City. The Town and the City agree to work together and notify the other of minor, spot maintenance work on the Shared Road. Said minor, spot maintenance shall be conducted in a timely, expeditious fashion. In the unlikely event one municipality does not address a minor maintenance issue on the Shared Road, the other municipality shall provide the other with fourteen (14) days' notice of the discovered issue. If the minor maintenance issue is not resolved within said time frame, the notifying municipality may perform the minor maintenance and charge the other municipality for the reasonable cost thereof, and said costs shall be paid by the non-performing municipality.

5. Major Maintenance. For major maintenance on parts of or all of the Shared Road, in accordance with the Town's maintenance schedule as determined in its capital improvement program, the Town shall give the City at least one hundred eighty (180) days' notice of any and all planned major maintenance, which shall include but not be limited to: resurfacing, repaving, widening, or other significant, non-minor work, including but not limited to infrastructure improvements. The Town and the City shall plan, coordinate and budget for said major maintenance, as necessary. The Town will be responsible for bidding out all major maintenance, and the City agrees to reimburse the Town for a proportionate share of all costs associated with all major maintenance of the Shared Road within sixty (60) days of receipt from the Town of an invoice for the same. The aforementioned proportionate share of all costs shall be determined by assigning to the City fifty percent (50%) of all costs for major maintenance along the Shared Road. The staffs for both municipalities shall work together, and the City shall be allowed to present recommendations to the Town for its consideration on all major maintenance projects.

6. Signage and Traffic Signals. The Town will be responsible for all maintenance, erection, and costs associated with signage on the north side of the Shared Road. The City will be responsible for all maintenance, erection, and costs associated with signage on the south side of the Shared Road. Traffic signal responsibility shall be determined by the location of the control box, with the City responsible for traffic signals with control boxes placed on the south side of the Shared Road and the Town responsible for traffic signals with control boxes placed on the north side of the Shared Road, and the Town and the City shall split the costs associated with maintenance and operation of any traffic signals on the Shared Road. All signs and traffic signals shall be installed and maintained pursuant to the latest edition of the Manual for Uniform Traffic Control Devices ("MUTCD").

7. Timing of Traffic Signals. The Town and the City shall work together to determine the appropriate timing for the signals along the Shared Road in order to ensure optimal

performance of traffic signals during morning and afternoon peak operating periods. If a mutual agreement cannot be reached, then the Town and the City shall split the costs of a timing study conducted by a licensed traffic engineer agreeable to both the City and the Town. Once traffic signal timing has been established, neither the City nor the Town shall modify the timing of the traffic signals without the mutual consent of the other municipality.

8. Speed Limits. The Town and the City shall work together to determine the appropriate speed limit(s) along the Shared Road. If a mutual agreement cannot be reached, then the Town and the City shall split the costs of a speed study conducted by a licensed traffic engineer agreeable to both the City and the Town. As outlined in Paragraph 6 above, each municipality shall be responsible for the maintenance, erection, and costs associated with speed limit signage along their respective side of the Shared Road pursuant to the MUTCD.

9. Culverts and Bridges. The Town and the City agree to notify the other of any work performed on any culvert, bridge, or other infrastructure, drainage in nature or otherwise, within the right-of-way of the Shared Road. Said notification shall occur at least six (6) months in advance, and the municipalities shall work together in good faith to address traffic, safety, and other issues stemming from said work. Further, said notification is designed to allow the other municipality to determine if work on the infrastructure is needed on said municipality's side of the Shared Road. In the event said work is determined necessary, the Town and the City shall work together to determine if the work, overall, can be bid out as one project for cost saving and efficiency purposes. The municipality in charge of bidding out cooperative work under this paragraph shall be determined by agreement on a case-by-case basis, depending on the location, nature and extent of the work contemplated to be performed. In the event of an emergency repair, the discovering municipality shall immediately notify the other municipality of the emergency and initiate an emergency response with the responsibility of the cost to be determined after the fact based on the location and nature of the emergency.

10. Drainage Issues. The Town and the City agree to work together and communicate drainage issues along the Shared Road and to help determine appropriate next steps to address any drainage issues discovered. In the event of an emergency repair, the discovering municipality shall immediately notify the other municipality of the emergency and initiate an emergency response with the responsibility of the cost to be determined after the fact based on the location and nature of the emergency.

11. Future Connections. Prior to any future connection of any road to the Shared Road, the Town and the City agree to meet, by and between their respective staff, to coordinate such a connection to the extent possible, including, but not limited to, drainage, turn lanes, additional lanes, shoulder widening, signs, traffic signals, street lighting, and associated traffic and speed limit studies. The intent of the foregoing is to facilitate communication as well as planning and mitigating of future issues for the benefit of both municipalities. It is understood, by and between the Town and the City, that certain projects and developments have received preliminary and/or final development approvals from one or both of the parties. This Agreement is neither intended to nor shall it be permitted to violate the vested rights of any property owner.

However, it is the intent and purpose of this Agreement to facilitate better coordination on the Shared Road.

12. Future Development. The Town and the City agree to provide notice to the other of any property development along the Shared Road. Said notice shall be given as expeditiously as possible. If any development is a major subdivision or planned development, the respective staffs for the municipalities shall meet to discuss the same. It is understood, by and between the Town and the City, that certain projects and developments have received preliminary and/or final development approvals from one or both of the parties. This Agreement is neither intended to nor shall it be allowed to violate the vested rights of any property owner. However, it is the intent and purpose of this Agreement to facilitate better coordination on the Shared Road.

13. Roadwork Standards. All roadwork along the Shared Road shall comply with the Town's road standards, or, as applicable, state standards unless otherwise agreed to in writing by the municipalities.

14. Compliance with Law. The Town and the City each agree to comply with all applicable laws, rules, regulations, and procedures required of them in providing the services contemplated by this Agreement.

15. Force Majeure. The parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or governmental authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The parties agree to notify each other of the existence and nature of any delay.

16. Severability. The Parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain that particular part, term, or provision held to be invalid.

17. Survival. All of the terms, conditions, covenants, agreements, warranties and representations contained herein not fully performed by any party hereto upon any termination or expiration of this Agreement shall survive such termination or expiration.

18. Board Approval. This Agreement is subject to the approval of the legislative body or governing board for each party to this Agreement.

19. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral

agreements relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention has been made by any party which has not been embodied in this Agreement. This Agreement may be modified only by a written instrument signed by the parties hereto.

20. Jurisdiction, Venue, and Law. The parties agree and acknowledge that jurisdiction and venue for any dispute regarding this Agreement shall be in the Chancery Court for Williamson County, Tennessee with application of the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Mayor for each of the municipalities has executed this Agreement to be effective as of the date of the last to sign below.

THE TOWN OF THOMPSON'S STATION:

THE CITY OF SPRING HILL:

By: _____
Corey Napier, Mayor

By:  _____
Jim Hagaman, Mayor

Date: _____

Date: July 19, 2021

Thompson's Station Rd East Exhibit Shared Road Sections with Spring Hill

Town of
Thompson's Station

City of
Spring Hill

