

LEGISLATIVE TRACKING FORMFiling for Council Meeting Date: 01/20/26

Resolution



Ordinance

Contact/Prepared By: Casey HopkinsDate Prepared: 12/02/25

Title (Caption): A resolution approving an intergovernmental agreement by and between the State of Tennessee, Department of Transportation ("TDOT"), and the Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Department of Transportation ("NDOT"), for the maintenance of safety improvements to various signalized intersections located within Nashville and Davidson County.

Federal Project No. HSIP-1900(4); State Project No. 19SVAR-F3-002; PIN: 136101.00; Proposal No. 2025M-062AG-001.

Submitted to Planning Commission? ☐ N/A ☒ Yes-Date: _____ Proposal No: 2025M-062AG-001.Proposing Department: NDOT Requested By: NDOTAffected Department(s): NDOT Affected Council District(s): All**Legislative Category (check one):**

- | | | |
|---|--|---|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input checked="" type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____

Funding Source: Capital Improvement Budget

Capital Outlay Notes

Departmental/Agency Budget

Funds to Metro

General Obligation Bonds

Grant

Increased Revenue Sources

Approved by OMB: AC

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

Match: \$ \$ 0.00

Judgments and Losses

Local Government Investment Project

Revenue Bonds

Self-Insured Liability

Solid Waste Reserve

Unappropriated Fund Balance

4% Fund

Other: _____

12/4/2025

Date to Finance Director's Office: DS**APPROVED BY****FINANCE DIRECTOR'S OFFICE:** AP**ADMINISTRATION**

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk
☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

RESOLUTION NO. _____

A resolution approving an intergovernmental agreement by and between the State of Tennessee, Department of Transportation ("TDOT"), and the Metropolitan Government of Nashville and Davidson County, acting by and through the Nashville Department of Transportation ("NDOT"), for the maintenance of safety improvements to various signalized intersections located within Nashville and Davidson County. Federal Project No. HSIP-1900(4); State Project No. 19SVAR-F3-002; PIN: 136101.00; Proposal No. 2025M-062AG-001.

WHEREAS, as set forth in the general maintenance agreement attached hereto and incorporated by reference, NDOT and TDOT seek to enter into an agreement for the maintenance of safety improvements to 37 signalized intersections throughout Nashville and Davidson County; and,

WHEREAS, Tennessee Code Annotated Section 12-9-104(a)(2)(b) authorizes the Metropolitan Government to enter into intergovernmental agreements with the State of Tennessee by resolution; and,

WHEREAS, it is in the interest of the Metropolitan Government of Nashville and Davidson County that this Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the intergovernmental agreement between the State of Tennessee, Department of Transportation, and the Metropolitan Government of Nashville and Davidson County, by and through the Nashville Department of Transportation and Multimodal Infrastructure, attached hereto and incorporated by reference, is hereby approved, and that the Metropolitan Mayor is authorized to execute the same.

Section 2. That any amendments, renewals, or extensions of the term of this agreement may be approved by resolution of the Metropolitan Council.

Section 3. That this resolution shall take effect from and after its final passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

DocuSigned by:

Diana W. Alarcon

6CA6046554B9461...

Diana W. Alarcon, Director
Nashville Department of Transportation
and Multimodal Infrastructure

INTRODUCED BY:

APPROVED AS TO AVAILABILITY
OF FUNDS:

DocuSigned by:

Jenneen Reed/mjr

02377A2A6742469...

Jenneen Reed, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:

Erica Haber

D4F54A5815BD454...

Assistant Metropolitan Attorney



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
LOCAL PROGRAMS & COMMUNITY INVESTMENT DIVISION
SUITE 1000, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2208

WILL REID
COMMISSIONER

BILL LEE
GOVERNOR

October 27, 2025

The Honorable Freddie O'Connell
Mayor, Metropolitan Government of Nashville and Davidson County
1 Public Square, Suite 100
Nashville, TN 37219-6300

Re: Miscellaneous Safety Improvements on Various Pedestrian Signalized Intersections
Davidson County
PIN: 136101.00
Federal Project Number: HSIP-1900(40)
State Project Number: 19SVAR-F3-002
Agreement Number: 250288

Dear Mayor O'Connell:

I am attaching an agreement providing for the maintenance of the referenced project. Please review the agreement and advise me if it requires any additional explanation. If you find the agreement fully satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the agreement is fully executed Adobe Sign will send you a link to download the contract 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.

Sincerely,

Mike Gilbert

Mike Gilbert
Manager, Local Programs & Community Investments Division

Attachment

MAINTENANCE AGREEMENT

AGREEMENT No: 250288
PROJECT IDENTIFICATION No: 136101.00
FEDERAL PROJECT No: HSIP-1900(40)
STATE PROJECT No: 19SVAR-F3-002

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 Metropolitan Government of Nashville and Davidson County (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 Highway Safety Improvement Project (HSIP) funds under 480 Safety Funds; and

WHEREAS, the Department desires to assist the Agency by installing various signs, snowplowable markers, reflectors, chevrons, thermoplastic white and yellow lines, guardrails, lighting, signals and/or other safety improvements within the jurisdiction of the Agency in furtherance of this program, as more particularly described in the Project plans, 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, and referred to herein as the "Project," is described as follows:

"Maintenance of the following (37) Signalized Intersections for
 Leading Pedestrian Interval Modifications:

- 1) Dickerson Pike at Old Hickory Boulevard
- 2) Dickerson Pike at Trinity Lane
- 3) Old Hickory Boulevard at Shute Lane
- 4) Robinson at Merritt Street

- 5) Robinson Road at Martingale
- 6) SR-45 at Rio Vista Drive
- 7) Trinity Lane at Ellington Pkwy NB Ramp
- 8) Trinity Lane at Ellington Pkwy
- 9) Gallatin Pike at Anderson Lane
- 10) Gallatin Pike at Conference
- 11) Gallatin Pike at E. Palestine
- 12) Gallatin Pike at Emmitte Ave
- 13) Gallatin Pike at Harris Street
- 14) Gallatin Pike at Neelys Bend
- 15) Gallatin Pike at Riverchase Blvd
- 16) Gallatin Pike at Wal Mart
- 17) Old Hickory Boulevard at Madison Station
- 18) Old Hickory Boulevard at Heritage Drive
- 19) Lebanon Pike at Andrew Jackson Pkwy
- 20) Lebanon Pike at Blue Hills Drive
- 21) Lebanon Pike at Central Pike
- 22) Lebanon Pike at Donelson Pike
- 23) Lebanon Pike at Oakwood Commons
- 24) Lebanon Pike at Stewarts Ferry Pike
- 25) Lebanon Pike at Tyler Road
- 26) Old Hickory Boulevard at Old Lebanon Dirt Road
- 27) Harding Place at Antioch Pike
- 28) Harding Place at Jonquil Drive
- 29) Harding Place at Tampa Drive
- 30) Harding Place at Humber Drive
- 31) Harding Place at Trousdale Drive
- 32) Nolensville Pike at Bienville Drive
- 33) Nolensville Pike at Brewer Drive
- 34) Nolensville Pike at Welshwood Drive
- 35) Nolensville Pike at Bass Ave
- 36) Old Hickory Boulevard at Zermatt Ave
- 37) Thompson Lane at Foster Ave"

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, lighting, 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, Tenn. Code Ann. § 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 on the date first above written.

RECOMMENDED BY:

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

Signed by:
BY: Diana W. Alarcon 6/2025
AC74F1CC700F4DA...
Diana Alarcon, Director Date
Nashville Department of Transportation

BY: _____
Will Reid Date
Commissioner

**APPROVED AS TO AND
AVAILABILITY OF FUNDS**

BY: Jenneen Reed/mjr 12/22/2025
62377A2A8742469...
Jenneen Reed Date
Director Department of Finance

**APPROVED AS TO FORM AND
LEGALITY**

BY: _____
Leslie South Date
General Counsel

**APPROVED AS TO RISK AND
INSURANCE**

Signed by:
By: Balagun Cobb 12/22/2025
68804BF12FD741C...
Director of Insurance Date

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

APPROVED AS TO FORM AND LEGALITY

Signed by:
BY: Erica Haber 12/23/2025
D4F64A6016BD464...
Metropolitan Attorney Date

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY**

BY: _____
Freddie O'Connell Date
Metropolitan Mayor

ATTEST, this the _____ day of _____,
_____, 20 _____.

BY: _____
Metropolitan Clerk