

RESOLUTION 60-2022

RESOLUTION APPROVING PROPOSALS TO THE CITY OF MT. JULIET, TENNESSEE FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE S. MT. JULIET ROAD WIDENING PROJECT AND THE LEBANON ROAD WIDENING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE PROPOSALS

WHEREAS, TDOT plans to improve S. Mt. Juliet Road (S.R. 171) from Central Pike (S.R. 265) to Providence Way and Lebanon Road (S.R. 24) from Terrace Hill Road to Adeles Garden Road; and

WHEREAS, TDOT will construct the projects, provided the City of Mt. Juliet agrees to cooperate with TDOT as set forth in this proposals; and

WHEREAS, TDOT has provided the City of Mt. Juliet with proposals for the purpose of providing an understanding of the City's obligations related to the management of the project corridors before, during, and after the projects are constructed, and

WHEREAS, the City of Mt. Juliet desires to approve the proposals from TDOT for the two projects.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Mt. Juliet, Wilson County, Tennessee as follows:

Section 1. The Board of Commissioners approve the Proposals from TDOT.

Section 2. Mayor James Maness is hereby authorized to execute the said Proposals from TDOT.

Section 3. In the event of conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

Section 4. If any section, clause, provision or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of the resolution.


This Resolution shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED: 9/26/2022



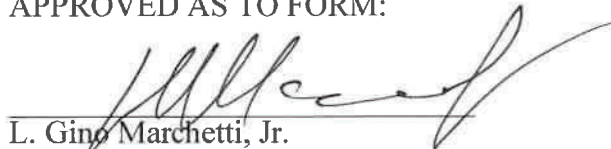
James Maness, Mayor

ATTEST:



Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:



L. Gino Marchetti, Jr.
Attorney



Kenneth Martin, City Manager



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
REGION 3 RIGHT OF WAY DIVISION
6601 CENTENNIAL BOULEVARD
NASHVILLE, TENNESSEE 37243-0360
(615) 350-4200

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

DATE: SEPTEMBER 07, 2022

James Maness, Mayor
City of Mt. Juliet
POB 256
Mt. Juliet, TN 37121

RE: Proposal for Acceptance
STATE PROJ. #: 95004-0256-94, 95004-1256-94, 95004-2256-94, 95004-3256-
94
FED PROJ. #: HSIP-24(67)
COUNTY(s) Wilson
PIN #: 125470.00
DESCRIPTION: From Terrace Hill Road to Adeles Garden Road Route: SR-
24

Dear Mayor Maness:

Enclosed you will find an original and two (2) copies of a proposal to be presented before your agency councilmembers for acceptance of same by Ordinance or Resolution, whichever is applicable.

Following acceptance, two (2) copies of the proposals should be returned to me, each accompanied by a certified copy of the Ordinance or Resolution, whichever is applicable. Please note on the original Ordinance or Resolution the book and page number where same has been properly recorded. A sample Resolution is enclosed should the city not already have one available.

It is important that this proposal be accepted as soon as possible in order not to delay the project from being let to contract as scheduled. If you have any questions or anticipate any delay in the acceptance of the proposal, please feel free to call me.

Sincerely yours,

Houston Greer
TDOT Regional ROW Transportation Manager II
Phone: 615-350-4217
Enclosures: Proposals (Originals & 2 copies)
Sample Resolution
Plans

PROPOSAL
OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE
TO THE CITY OF MT. JULIET, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project in the City of Mt. Juliet, Tennessee, hereinafter "CITY", designated as Federal Project No. HSIP-24(67), State Project No. 95004-0256-94,95004-3256-94,95004-2256-94,95004-1256-94 , that is described as "From Terrace Hill Road to Adeles Garden Road Route: SR-24", provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The CITY will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.

3. The CITY will transfer or cause to be transferred to the DEPARTMENT, without cost to the DEPARTMENT, all land owned by the CITY or by any of its instrumentalities as required

for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the CITY or any of its instrumentalities, the CITY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY.

5. The CITY will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, the CITY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the

DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the CITY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the CITY that all traffic control signs for the control of traffic on a street under the jurisdiction of the CITY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the CITY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the CITY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a CITY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the CITY agrees to waive enforcement of the CITY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a CITY zoning regulation or requirement, the CITY agrees to waive enforcement of the CITY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The CITY will not authorize encroachments of any kind upon the right-of-way, nor will the CITY authorize use of the easements for the project in any manner which affects the DEPARTMENT's use thereof.

14. The CITY will obtain the approval of the DEPARTMENT before authorizing parking

on the right-of-way and easements for the project.

15. The CITY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain the full width of the roadway where no curbs exist. The CITY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that support the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the CITY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this Proposal.

18. When said project is completed, the CITY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local

Programs Development Office, the terms of that contract shall control in the event of a conflict with this Proposal..

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the CITY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the ____ day of _____, 20 ____.

THE CITY OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
HOWARD H. ELEY
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____