

RESOLUTION NUMBER 721

RESOLUTION FOR ACCEPTANCE OF THE PROPOSAL OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A PROJECT DESIGNATED AS FEDERAL PROJECT NO. BH-NH-9 (66), STATE PROJECT NO. 01022-2244-94, SR-9 BRIDGE OVER CLINCH RIVER IN CLINTON (LM.10.71)

WHEREAS, the Tennessee Department of Transportation has presented a Proposal to the City of Clinton, Tennessee, concerning Federal Project No. BH-NH-9 (66), State Project No. 01022-2244-94, which involves the replacement of SR-9 Bridge Over Clinch River in Clinton (LM.10.71); and

WHEREAS, the Clinton Tennessee City Council has determined that the above referenced project will benefit the City of Clinton, Tennessee and the citizens thereof; and

WHEREAS, the Clinton Tennessee City Council wishes to cooperate with the State of Tennessee, Department of Transportation, in its efforts to make road and bridge improvements in the City of Clinton, Tennessee; and

WHEREAS, said Proposal is incorporated herein by reference, the same as if copied herein verbatim, with a copy of said Proposal attached hereto; and

WHEREAS, the terms and conditions of said Proposal to the City of Clinton as submitted by the State of Tennessee, Department of Transportation, are accepted and approved by the Clinton Tennessee City Council, and the City of Clinton shall fulfill all obligations concomitant thereto; and

NOW, THEREFORE, BE IT RESOLVED by the Clinton Tennessee City Council that this resolution is duly passed and approved this 19th day of June, 2014, and shall take affect from and after its passage.

Adopted this 19th day of June, 2014



Mayor Scott Burton



Regina Ridenour, City Recorder

PROPOSAL

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE

TO THE CITY OF CLINTON, TENNESSEE

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project designated as No. BH-NH-9(66); 01002-2244-94 that is described as S.R. 9: Bridge over Clinch River in Clinton, L.M. 10.71 in the CITY of CLINTON, hereinafter CITY, 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, if the CITY will agree:

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; and

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

3. To transfer or cause to be transferred to the DEPARTMENT without cost to it, 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; and

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 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; and

5. To maintain any frontage road to be constructed as part of the project; and

6. That after the project is completed and open to traffic, to accept for jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map; and
7. That 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; and
8. That 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; and
9. That 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; and
10. That 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 structures that become in violation of a CITY setback/building line requirement, the CITY agrees to waive

enforcement of the CITY setback/building line requirement and take other proper governmental action therefore.

12. To prohibit encroachments of any kind upon the right of way and easements for the project; and

13. To prohibit the servicing of motor vehicles within the right of way and easements for the project; and

14. To obtain the approval of the DEPARTMENT before authorizing parking on the right of way and easements for the project and before installing any device for the purpose of regulating the movement of traffic; and

15. The DEPARTMENT will maintain the completed project if it is classified as full access control (i.e. a project which has no intersecting streets at grade), and it will maintain the pavement from curb to curb where curbs exist or the full width of the roadway where no curbs exist on non-access control projects. The CITY agrees to maintain other parts of non-access control projects.

16. That when said project is completed, it 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.

The acceptance of this proposal shall be evidenced by the passage of a ordinance, or by other proper governmental action, which shall incorporate this proposal verbatim, or by reference thereto. Thereafter, the DEPARTMENT will acquire the right of way and easements, construct the project and defend any inverse condemnation or damage civil actions of which the Attorney General has received the notice and pleadings provided for herein.

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.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this 19 day of June, 2014.

THE CITY OF CLINTON

BY:  DATE: 6/19/14
Mayor

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

BY: _____ DATE: _____
John C. Schroer
Commissioner

APPROVED AS TO FORM AND LEGALITY:

BY: _____ DATE: _____
John Reinbold
General Counsel

