

TOWN OF NOLENSVILLE
POST OFFICE BOX 547
NOLENSVILLE, TENNESSEE 37135

RESOLUTION 15-32

**A RESOLUTION TO ENTER INTO AN AGREEMENT WITH TENNESSEE
DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO SR-11, US-31A,
NOLENSVILLE ROAD**

WHEREAS, the Town of Nolensville desires to enter into an Agreement with Tennessee Department of Transportation for improvements to Nolensville Road as described in the proposal for project number 19028-2242-14;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND
ALDERMEN OF THE TOWN OF NOLENSVILLE, TENNESSEE AS FOLLOWS:**

Section 1: The Mayor or his designee is authorized to enter into an agreement with Tennessee Department of Transportation for the above-referenced project.

Section 2: The said agreement is attached and is made a part of this resolution by this reference.

RESOLVED this 1st day of October, 2015.

Jimmy Alexander, Mayor

Kali Mogul, Town Recorder

Passed: _____

PROPOSAL

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE TO THE TOWN OF NOLENSVILLE, TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter “DEPARTMENT”, proposes to construct a project in the Town of Nolensville, Tennessee, hereinafter “TOWN”, designated as Federal Project No. STP/NH-11(43), State Project No. 29001-2225-04, that is described as “SR-11, US-31A (Nolensville Road) from South of Burkett Road to near SR-254 (Old Hickory Boulevard)”, provided the TOWN 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 TOWN 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 TOWN will transfer or cause to be transferred to the DEPARTMENT without

cost to it, all land owned by the TOWN 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 TOWN, or any of its instrumentalities, the TOWN 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 TOWN 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 TOWN.

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

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

6. After the project is completed and open to traffic, the TOWN 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 TOWN 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 TOWN 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 TOWN that all traffic control signs for the control of traffic on a street under the jurisdiction of the TOWN and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the TOWN.

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 TOWN.

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 TOWN setback line or building and/or structure requirement, including, but not limited to, on premise signs, the TOWN agrees to waive enforcement of the TOWN 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 TOWN zoning regulation or requirement, the TOWN agrees to waive enforcement of the TOWN zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The TOWN will prohibit encroachments of any kind upon the right-of-way and easements for the project.

14. The TOWN will prohibit the servicing of motor vehicles within the right-of-way and easements for the project.

15. The TOWN will 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.

16. The TOWN 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.

17. 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 TOWN agrees to maintain other parts of non-access control projects.

18. If a sidewalk is constructed as a component of this project, the TOWN 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 15 of this Proposal.

19. When said project is completed, the TOWN 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.

20. 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.

21. 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 TOWN.

22. 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 by reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the _____ day of _____, 2013.

THE TOWN OF _____, TENNESSEE

BY: _____
MAYOR

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
JOHN SCHROER
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____

DRAFT