

RESOLUTION NO. RS2019 - 103

A resolution approving an intergovernmental agreement by and between the State of Tennessee, Department of Transportation and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Public Works, for the acceptance of a General Maintenance Agreement in connection with Emergency Slide Repairs near Mile Marker 42 (Log Mile 10.1) (February 2019 Flood) on I-24; Federal Project No. NH-I-24-9(90); State Project Nos. 98301-4135-04, 98302-4182-04, 19001-4144-04, 19001-4145-04; PIN 126626.00 (Proposal No. 2019M-034AG-001).

WHEREAS, the State of Tennessee, Department of Transportation (TDOT), plans to construct Emergency Slide Repairs near Mile Marker 42 (Log Mile 10.1)(February 2019 Flood) on I-24, Federal Project No. NH-I-24-9(90), State Project Nos. 98301-4135-04, 98302-4182-04, 19001-4144-04, 19001-4145-04; PIN 126626.00; and,

WHEREAS, the Metropolitan Government of Nashville and Davidson County agrees to cooperate with TDOT as described in said agreement, attached hereto as Exhibit A and incorporated herein by said reference, so that said construction can occur; and,

WHEREAS, Tennessee Code Annotated, Section 12-9-104(a)(2)(b), authorizes the Metropolitan Government of Nashville and Davidson County to approve an agreement with TDOT by resolution; and,

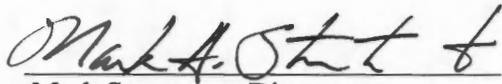
WHEREAS, it is in the interest of The Metropolitan Government of Nashville and Davidson County that this construction be carried out on Federal Project No. NH-I-24-9(90), State Project Nos. 98301-4135-04, 98302-4182-04, 19001-4144-04, 19001-4145-04; PIN 126626.00.

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

Section 1. That the agreement with TDOT, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved, and that the Metropolitan Mayor is authorized to execute the same.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

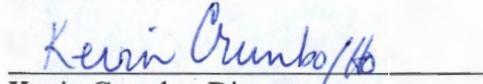


Mark Sturtevant, Director
Department of Public Works

INTRODUCED BY:

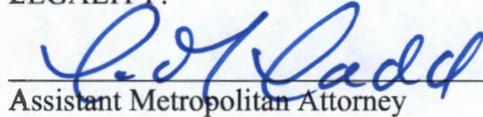
Member(s) of Council

APPROVED AS TO AVAILABILITY
OF FUNDS:



Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:


Assistant Metropolitan Attorney

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

Kathleen D Murphy

Kathleen Murphy
Councilmember, District 24

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

Angie E. Henderson

Angie Henderson
Councilmember, District 34

P R O P O S A L

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE TO THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY IN TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT," proposes to construct a project in the METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY, TENNESSEE, hereinafter "METRO", designated as Federal Project No. NH-I-24-9(90), State Project No. 98302-4182-04,19001-4145-04,98301-4135-04,19001-4144-04 , that is described as "Emergency Slide Repairs near MM 42 (LM 10.1) (February 2019 Flood) Route: I-24," provided METRO 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. METRO will close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law.

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

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

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

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

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 METRO.

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 METRO setback line or building and/or structure requirement, including, but not limited to, on-premise signs, METRO agrees to waive enforcement of the METRO 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 METRO zoning regulation or requirement, METRO agrees to waive enforcement of METRO zoning

regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

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

14. METRO will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project.

15. METRO 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. METRO 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, METRO 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, METRO 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 METRO.

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__.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

BY: _____
Metropolitan Mayor

DATE: _____

BY: Mark A. Stutz
Director of Public Works

DATE: _____

BY: Kevin Grunbo
Director Finance

DATE: _____

BY: J. P. Cadd
Metropolitan Attorney

DATE: _____

BY: BCW
Director of Insurance

DATE: 10/28/19

BY: _____
Metropolitan Clerk

DATE: _____

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
CLAY BRIGHT
COMMISSIONER

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

BY: _____
JOHN REINBOLD
GENERAL COUNSEL

DATE: _____

Index Of Sheets
See Sht. 1A

DESCRIPTION	SHT.
TITLE SHEET	1
TYPICAL SECTIONS AND PAVEMENT SCHEDULE	2B
RIGHT-OF-WAY NOTES, UTILITY NOTES, AND UTILITY OWNERS	3
PROPERTY MAP	3A
RIGHT-OF-WAY ACQUISITION TABLE	3B
PRESENT LAYOUT	4
POW DETAILS	4A
PROPOSED LAYOUT	4B

NOTE:
NO PROJECT COMMITMENTS SHEET.
NO UTILITY SHEETS
THE ALPHABETICAL LETTERS "I", "O" & "Q" ARE NOT USED IN NUMBERING OF SHEETS

NH-1-24-9(90)
END PROJECT NO. 19001-4144-04 R.O.W.
STA. 20+95.39
701508.4147
1736424.6970

NH-1-24-9(90)
BEGIN PROJECT NO. 19001-4144-04 R.O.W.
STA. 9+78.55
702559.9063
1736048.2752

SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE COMMISSIONER IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2018 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

TDOT ROAD C.E. MANAGER 11 ASD HARRIS, P.E.
DESIGNER: NATHAN BARTLETT CHECKED BY: JESSIE HOOVER, P.E.
P.E. NO. 96302-4188-04 (DESIGN)
PIN NO. 188886.80

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING

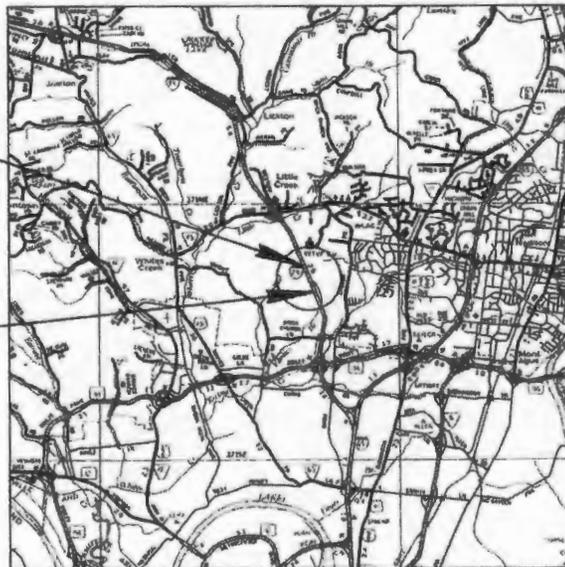
DAVIDSON COUNTY

I-24
EMERGENCY SLIDE REPAIRS NEAR
MM 42 (LM 10.1) (FEBRUARY 2019
FLOOD)
RIGHT OF WAY
MITIGATION - SLIDE

STATE HIGHWAY NO. KA F.A.H.B. NO. 24



NO EXCLUSIONS



SCALE: 1" = 1 MILE

R.O.W. LENGTH	0.211 MILES
ROADWAY LENGTH	0.211 MILES
BRIDGE LENGTH	0.000 MILES
BOX BRIDGE LENGTH	0.000 MILES ▲
PROJECT LENGTH	0.211 MILES

▲ Not included in the project length.

SURVEY 02-24-19	TRAFFIC DATA
UPDATED 7/18/19	ADT (2018) 33580
UPDATED MM/18	ADT (2019) 15739
UPDATED 8/18/19	DHV (2039) 1920
	D 00 - 49
	T (ADT) 15 %
	T (DHV) 19 %
	V 70 MPH

COORDINATES ARE NAD 83 (1983) ARE DATUM ADJUSTED BY THE FACTOR OF 1.00008 AND TIED TO THE TORN ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID 88.

R.O.W.
PLANS



APPROVED: *Paul D. Bigger*
PAUL D. BIGGER CHIEF ENGINEER

DATE:

APPROVED: *Clay Bright*
CLAY BRIGHT, COMMISSIONER

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

APPROVED: _____ DATE: _____
DIVISION ADMINISTRATOR

22-AUG-2018 09:38 \\TDD\T3MAB02\del\state\in\un\p28arset\SURVEY\DESIGN\PM 18626.00 Davidson L&J E9 at IMAZ Side Right (February 2016 Flood)101-126826-00-003B RCW Acquisition Table.tbl

TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2018	NH-1-24-050	3B

TRACT NO.	PROPERTY OWNERS	COUNTY RECORDS				TOTAL AREA (ACRES)			AREA TO BE ACQUIRED (ACRES)			AREA REMAINING (ACRES)		EASEMENT (ACRES)			
		TAX MAP NO.	PARCEL NO.	DEED DOCUMENT REFERENCE		LEFT	RIGHT	TOTAL	LEFT	RIGHT	TOTAL	LEFT	RIGHT	PERMANENT	SLOPE	CONSTRUCTION	AIR RIGHTS
				BOOK	PAGE												
1	Michael Cochran		114			10.160	10.160										
2	Michael W. and Debra Cochran		122			10.278	10.278		0.182	0.182						0.004	
3	Renald G. Allen		108			5.162	5.162									2.004	
4	Clayton Adkins Sr		110			0.000	0.000					0.000					
5	Clayton Adkins Sr		104			0.000	0.000					0.000					
6	Walter Lee and Betty Mc-Hale		111			0.000	0.000					0.000					
7	James Hill		118			10.110	10.110										
8	Delia Henderson		113			0.000	0.000					0.000					
9	Delia Henderson		119			10.000	10.000										
10	Michael Cochran		112			0.000	0.000					0.000					
11	Arnold S. Coleman, Trustee		116			0.000	0.000					0.000					
12	Walter Lee and Betty Mc-Hale		115			0.000	0.000					0.000					
13	Walter Lee and Betty Mc-Hale		117			7.841	7.841					7.841					
14	Michael A. Gray		080			0.000	0.000					0.000					
15	Thomas E. Peterson Jr.		110			10.110	10.110		3445 S.F.	3445 S.F.					10.000		0.010
16	Michael W. and Debra Cochran		121			10.000	10.000					10.000					
17	John H. Hagan and Wife		120			10.000	10.000					10.000					
18	John H. Hagan and Wife		121			10.000	10.000					10.000					
19	Dorothy Ann Allen		118			10.200	10.200								10.200		

R.O.W.
PLANS



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

RIGHT-OF-WAY
ACQUISITION
TABLE

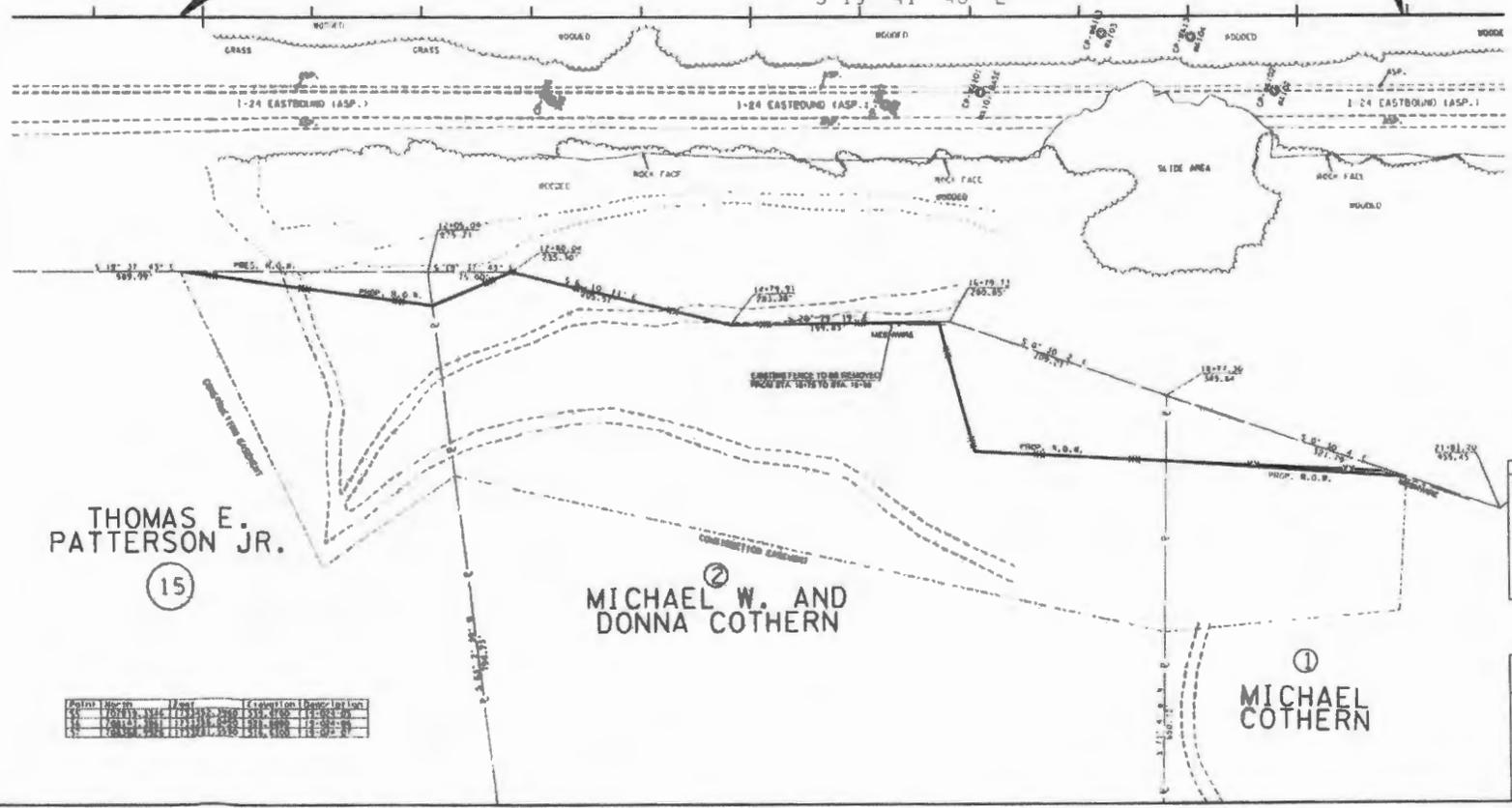
TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	2019	NH-1-24-9(90)	4

10
 NH-1-24-9(90)
BEGIN PROJECT NO. 19001-4144-04 R.O.W.
 STA. 9+78.55
 702559.9063
 1736048.2752

20
 NH-1-24-9(90)
END PROJECT NO. 19001-4144-04 R.O.W.
 STA. 20+95.39
 701508.4147
 1736424.6970



S 19° 41' 48" E



THOMAS E. PATTERSON JR.

15

MICHAEL W. AND DONNA COTHERN

1
 MICHAEL COTHERN

Point	Northing	Easting	Elevation	Designation
10	702559.9063	1736048.2752	112.50	Sta. 9+78.55
11	702559.9063	1736048.2752	112.50	Sta. 9+78.55
12	702559.9063	1736048.2752	112.50	Sta. 9+78.55

R.O.W.
 PLANS

SEALED BY

COORDINATES ARE READ AS 1985 AND DATUM ADJUSTED BY THE FACTOR OF 1.00006 AND TIED TO THE TURN. ALL ELEVATIONS ARE REFERENCED TO THE MEAN TIDE WITH ORIGIN 19

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF TRANSPORTATION

PRESENT LAYOUT
 STA. 10+00 TO STA. 21+00
 SCALE: 1"=50'

22-AUG-2019 09:46 W:\DOT\2019\2019_08\10\1028\Survey\DESIGN\PH 124024.00\Drawings\24 EB at NH-24 Bldgs Results (February 2019 Plan)\101-124024-24-004_PresentLayout.dwg

