

# **LOUDON COUNTY COMMISSION**

**June 29, 2009  
6:00 pm  
Courthouse Annex**

## **Special Call Meeting**

- 1. Opening of Meeting, Pledge of Allegiance, Invocation**
- 2. Roll-Call**
- 3. This is the time for any visitor or delegation to state the business he/she may wish to address concerning any item of interest on the Agenda.**
- 4. Reports of County Officials, Departments and Committees:**
  - A. Tracy Blair, Loudon County Budget Director,** requests discussion and possible action on the following items:
    1. Consideration of Adopting 2008-2009 Budget Year-End Amendments.
  - B. Doyle E. Arp, Loudon County Mayor,** requests discussion and possible action on the following item:
    1. Adoption of a Resolution & Proposal for Shaw Ferry Rd & Hwy 11 Improvements.
- 5. Adjournment**

**PROPOSAL**  
**OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE**  
**TO THE COUNTY OF LOUDON, TENNESSEE**

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT", proposes to construct a project designated as No. NHTSA-HE-2(88), 97053-2213-04 that is described as SR 2 (U.S. 11); Intersection at Shaw Ferry Road, L.M. 15.15 in the COUNTY of LOUDON, hereinafter COUNTY, provided the COUNTY 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 COUNTY 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 404 James Robertson Parkway, Nashville, Tennessee 37243-0487, 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 COUNTY 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 COUNTY, or any of its instrumentalities, the COUNTY 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 COUNTY 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 COUNTY.

The foregoing does not apply to those utility facilities which are owned by the COUNTY or one of its instrumentalities, it being understood that the COUNTY has the duty to relocate or adjust such facilities, if required, provided the COUNTY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the COUNTY; 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 COUNTY 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 COUNTY 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 COUNTY that all traffic control signs for the control of traffic on a street under the jurisdiction of the COUNTY and located within the DEPARTMENT'S right of way shall be maintained and replaced by the COUNTY; 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 COUNTY.

11. If, as a result of acquisition and use of right of way for the project, any structures that become in violation of a COUNTY setback/building line requirement, the COUNTY agrees to waive enforcement of the COUNTY setback/building line requirement and take other proper governmental action therefor.

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. 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 COUNTY.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this \_\_\_\_ day of \_\_\_\_\_, 2007 .

THE COUNTY OF LOUDON

BY: \_\_\_\_\_  
COUNTY MAYOR

DATE: \_\_\_\_\_

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Gerald F. Nicely  
Commissioner

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
John Reinbold  
General Counsel

DATE: \_\_\_\_\_

RESOLUTION

ACCEPTANCE OF THE PROPOSAL OF THE  
TENNESSEE DEPARTMENT OF TRANSPORTATION  
TO CONSTRUCT A PROJECT DESIGNATED AS  
FEDERAL PROJECT NO. NHTSA-  
HE-2(88), STATE PROJECT NO. 97053-2213-04, THAT IS DESCRIBED AS SR-  
2(U.S.11); INTERSECTION AT SHAW FERRY ROAD, L.M. 15.15 IN THE COUNTY  
OF LOUDON

*WHEREAS*, The Tennessee Department of Transportation has presented a Proposal to the County of Loudon, Tennessee, concerning Federal Project No. NHTSA-HE-2(88), State Project No: 97053-2213-04 that is described as SR 2 (U.S, 11); Intersection at Shaw Ferry Road, L.M. 15.15 in the County of Loudon); and

*WHEREAS*, the Loudon County Commission has determined that the above referenced project will benefit the County of Loudon, Tennessee and the citizens thereof; and

*WHEREAS*, the Loudon County Commission wished to cooperate with the State of Tennessee, Department of Transportation, in its make road and bridge improvements in the County of Loudon, Tennessee; and

*WHEREAS*, said Proposal is incorporated herein by referenced, 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 County of Loudon as submitted by the State of Tennessee, Department of Transportation, are accepted and approved by the Loudon County, Tennessee Commission, and the County of Loudon shall fulfill all obligations concomitant thereto; now

***THEREFORE, BE IT RESOLVED;*** by the Loudon County, Commission that this resolution is duly passed and approved the 29<sup>th</sup> day of June 2009, and shall take affect from and after it passage.

Passed on this 29<sup>th</sup> day of June, 2009.

Attest:

\_\_\_\_\_  
County Chairman

\_\_\_\_\_  
County Clerk