



**STREET/GARAGE COMMITTEE  
AGENDA**

**DATE: September 24, 2020**

**LOCATION: Street Department Conference Room, 199 Tenth Street**

**Google Meets Meeting ID [meet.google.com/ume-vcmf-hjw](https://meet.google.com/ume-vcmf-hjw)**

**Phone Numbers(US)+1 304-621-9811 PIN: 674 332 518#**

**TIME: 3:00 P.M.**

- I. CALL TO ORDER
- II. ANNOUNCE MEMBERS IN ATTENDANCE (Verify Quorum)
- III. APPROVAL OF ELECTRONIC MEETING  
*"In order to comply with the technical aspects of the Governor's Executive Order regarding holding open meetings in a forum other than in the open and in public, this governing body determines that meeting electronically is necessary to protect the health, safety, and welfare of its citizens due to the COVID-19 outbreak."*
- IV. ADOPTION OF MINUTES: (August 24, 2020)
- V. DEPARTMENT REPORTS
  - A. Street Department Reports - David Shepard
    1. Department Report
    2. Capital Project Update
    3. Site Review/Traffic Assessment Update
  - B. Garage Department Reports - Billy Lee
    1. Monthly Report
- VI. COMMITTEE ACTION REQUIRED (no action required)
- VII. CITY COUNCIL ACTION REQUIRED (action required)
  1. TDOT Sidewalk Proposal of Acceptance  
(from McAdoo Creek Road to East of SR-76)
- VIII. PUBLIC COMMENTS (5 minutes each)
- IX. ADJOURNMENT

STREET/GARAGE COMMITTEE  
MINUTES

Date: August 24, 2020  
LOCATION: Street Department Conference Room  
199 10<sup>th</sup> Street  
Clarksville, TN 37040

MEMBERS PRESENT:

Tim Chandler – Chairman  
Jeff Henley  
Richard Garrett  
Ron Erb

EMPLOYEES PRESENT

David Shepard  
Billy Lee  
Scott Bibb  
Chris Cowan  
Shirley Williams  
Jeff Bryant

Members Absent

Gary Norris

The meeting was called to order by Councilman Chandler at 3:00 P.M. The minutes for July 27, 2020 were unanimously approved.

Jeff Bryant and Chris Cowan gave the follow updates on Capital Projects:

**Capital Projects Update**

August 19, 2020

**Jeff Bryant**

**Whitfield Road Improvements** - Appraisals are complete. Negotiations have begun. Properties Closed = 16 Agreements = 9 Negotiating = 22 Eminent Domain = 3. CDE claims they don't have any of their utilities outside of easements.

**Tylertown Oakland Road Improvements** - HDR is waiting on a contract with Gas and Water before moving forward with additional appraisals.

**Tylertown Drainage** - Construction has been put on hold until next Spring.

- We have a meeting scheduled with our consultant to discuss the revised appraisals before meeting with property owners. That meeting is scheduled for tomorrow.

**Dunbar Cave Bridge Replacement** - Contracts are at City Hall

**Cemetery Retaining Wall** - Ed Neely says they should be done by the end of the month.

**New Sidewalks** - Construction is continuing. Waiting to receive the change order back to give Jimmy the go ahead to begin design for this years sidewalks.

**Lilac Lane Detention** - We had a verbal agreement to sale for \$40,000. Stanley Ross is working on a contract now. Owner has since requested over \$50,000 for the property.

### Chris Cowan

**Dunlop international.** Grading of the site has been conducted. Traffic signal poles have been located, drilled and poured. Boring work to install conduit is being done this week. Sessions Paving should be milling and paving starting next week. Sessions has offered a substantial completion date of 10/16/20. We have requested a quicker turnaround time.

**Adaptive signal** - A draft of the environmental documents is under review bt CSD. A team from Barge has been on site this week collecting data as they develop a concept plan. We have also had two team meetings discussing the goals of the system and the technology options available. Currently on a 12 month schedule.

**Northeast corridor** - Continuing with ROW acquisition. Gresham has provided all legal descriptions and maps of needed ROW. We have hired appraisers and title work experts. Negotiators are scheduling meetings with property owners. Pipeline Company working to determine conflict and relocation their line.

**Rossvie** - Meetings with Contractor, CEI, City representatives and Utility Companies held in the office and in the field. Estimated 6 months of utility relocation for CDE/ATT/Charter. Contractor will be determining a schedule of work activities for our review. Gas and water facilities being done as a part of this contract.

Phase 2 ROW acquisition progress: properties have completed appraisals and need to finalize negotiation; 13 agreements have been reached and they are ready to be closed, 53 properties are completely closed, 1 property remains in the eminent domain office of TDOT.

**Meriwether Trenton** - The Church has signed the agreement to easement purchase for this project. Pre-construction meeting held. Traffic control and construction activity should begin within the next two weeks.

**College 4th** - Need to install push buttons at third and college. Payment authorization to the property owner for easement has been submitted. Purchase of detection system to be included in project.

**Intersection Modification** - Preliminary design plans submitted to CSD for review. Consultant is meeting with utility companies to discuss conflicts. Dunlop/Ted Crozier; Glendale/US 41A Bypass; Tiny Town Rd/Allen Rd; Fire Station and SR 76. Discuss Allen Rd and Tiny Town schedule.

**Roadway Striping** progress - 650,000 LF of 4" line has been put down in May, June, July and August.

**School zone controllers** - old controllers will be set for CMCSS start date of Aug 30th. Replacement controllers will be installed after manufacturer schedules training.

Billy Lee, Garage Manager, gave his report on the City Garage. Their total for city wide vehicle expenses was \$145,135.10. Total number of work orders was 411. Total number of work hours was 975.75. Fuel cost of unleaded was \$1.39 per gallon with diesel \$1.3203 per gallon.

The meeting was adjourned at 4:00 P.M.

\_\_\_\_\_  
Councilman Chandler

\_\_\_\_\_  
Date

## **Capital Projects Update**

September 17, 2020

**Whitfield Road Improvements** - Appraisals are complete. Negotiations have begun. Properties Closed = 24 Agreements = 10 Negotiating = 9 Eminent Domain = 7. CDE claims they don't have any of their utilities outside of easements. Starting development of the bid documents. On schedule for October letting.

**Tylertown Oakland Road Improvements** - HDR is waiting on a contract with Gas and Water before moving forward with additional appraisals.

**Tylertown Drainage** - Construction has been put on hold until next Spring.

- We have started negotiating with the large property owners.

**Dunbar Cave Bridge Replacement** - Road remains closed, Utility relocation nearing completion. Demolition of bridge and culvert has begun.

**Cemetery Retaining Wall** - Project is complete.

**New Sidewalks** - Construction is continuing. Should be done on Armistead and Kirby within two weeks. Design continuing on 2021 sidewalk West Concord and Cherry Tree. Hoping for bid advertisement in January 2021..

**Lilac Lane Detention** - We had a verbal agreement to sale for \$40,000. Stanley Ross is working on a contract now. Owner has since requested over \$50,000 for the property.

**Dunlop international.** Paving to be complete by the first week in October. They will be conducting this work at night to reduce impact to the hospital traffic. Traffic signal poles are up and signal heads have been installed. The Control Cabinet is also being completed this week.

**Adaptive signal** - The environmental document was submitted to TDOT for their review. Concept design expected in the next few weeks. Discussions with IT and CDE on system infrastructure needs.

**Northeast corridor** - Continuing with ROW acquisition. Gresham has provided all legal descriptions and maps of needed ROW. We have hired appraisers and title work experts. Negotiators are scheduling meetings with property owners. Pipeline Company working to determine conflict and relocate their line. Need direction on large property owners.

**Rossvie** - Meetings with Contractor, CEI, City representatives and Utility Companies held in the office and in the field. Estimated 6 months of utility relocation for CDE/ATT/Charter.

Phase 2 ROW acquisition progress: properties have completed appraisals and need to finalize negotiation; 13 agreements have been reached and they are ready to be closed, 53 properties are completely closed, 1 property remains in the eminent domain office of TDOT.

**Meriwether Trenton** - Construction has begun on this project. They have started with relocation of gas and water lines and some grading on the Trenton Road.

**Intersection Modification** - Preliminary design plans submitted to CSD for review. Consultant is meeting with utility companies to discuss conflicts. Dunlop/Ted Crozier; Glendale/US 41A Bypass; Tiny Town Rd/Allen Rd; Fire Station and SR 76. Discuss Allen Rd and Tiny Town schedule.

CSD is installing traffic signal modification across from Allen Rd

**Other items to discuss**

- 1) **Quick Trip negotiation**
- 2) **Sidewalk requirement on existing roads**
- 3) **Joe Green, P.E. - Starts on Monday the 28th**
- 4) **Interviewing two young engineers (Jerome and Dewayne) next week.**
- 5) **School system letters for Little Bobcat and Glen Allen**

Street and City Garage Committee Meeting

City Garage Monthly Report

For the August of 2020

City Wide Vehicle Expense Totals: \$ 154,407.28

Requisitions turned into Finance Department: \$ 137,511.34

Total number of Work Orders: 394

Total number of Work Order hours: 984.65

Total Parts Cost: \$ 53,976.05

Total Tire Cost: \$ 10,944.43

Total Aims Unit Cost: \$ No aims sold

Total Labor Cost Billed to Gas & Water: \$ 677.60

Outside Work: \$ 1050.50

City Wide Gas and Diesel Totals Price from Fuel Master Onsite:  
Unleaded: \$53,803.07  
Diesel: \$ 11,037.84  
Total: \$ 64,840.91

City Wide Gas and Diesel Total Gallons from Fuel Master Onsite:  
Unleaded: 38,560.82  
Diesel: 8,274.84  
Total: 46,835.66

Citywide Gas and Diesel Total Price from Wex Offsite:  
Unleaded: \$ 12,646.47  
Diesel: \$ 10,271.32  
Totals: \$ 22,917.79

Citywide Gas and Diesel Total Gallons from Wex Offsite:  
Unleaded: 8,560.33  
Diesel: 6,000.60  
Total: 14,560.93

Fuel Purchases Onsite: Deliveries: Unleaded 39,529 total gallons  
Diesel 11,868 total gallons

Fuel Cost Unleaded: \$1.45 per gallon (last delivery on 08/28/2020)

Fuel Cost Diesel: \$1.34 per gallon (last delivery on 08/31/2020)

Garage Vehicle Repair Totals: \$ 966.90

Garage Fuel Use Totals: 153.14 Gallons fuel, total cost \$ 210.80

Bill Lee  
Fleet Manager



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

CLAY BRIGHT  
COMMISSIONER

BILL LEE  
GOVERNOR

DATE: SEPTEMBER 03, 2020

Mayor Joe Pitts  
City of Clarksville  
POB 928  
Clarksville, TN 37040

RE: **Proposal for Acceptance**  
STATE PROJ. #: **63021-2224-04, 63021-3224-04**  
FED PROJ. #:  
COUNTY(s) **Montgomery**  
PIN #: **101285.05**  
DESCRIPTION: **(US-41A), From McAdoo Creek Road to East of SR-76 in  
Clarksville (Sidewalks) Route: SR-112**

Dear Mayor Pitts:

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,

Becky White by Jan Harrison

TDOT Regional ROW Transportation Manager II  
Phone: 615-350-4225  
Enclosures: Proposals (Originals & 2 copies)  
Sample Resolution  
Plans



**P R O P O S A L**

**OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE**

**TO THE CITY OF CLARKSVILLE, TENNESSEE:**

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter “DEPARTMENT”, proposes to construct a project in the City of Clarksville, Tennessee, hereinafter “CITY”, designated as Federal Project No. , State Project No. 63021-3224-04,63021-2224-04 , that is described as “(US-41A), From McAdoo Creek Road to East of SR-76 in Clarksville (Sidewalks) Route: SR-112”, 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: \_\_\_\_\_  
CLAY BRIGHT  
COMMISSIONER

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

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
JOHN REINBOLD  
GENERAL COUNSEL

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

~~DRAFT~~

RESOLUTION 23-2020-21

A RESOLUTION ACCEPTING THE PROPOSAL FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF SIDEWALKS ON US-41A/SR-112 FROM MCADOO CREEK ROAD TO EAST OF SR76

*WHEREAS*, the Tennessee Department of Transportation proposes to construct a project in the City of Clarksville for State Project No. 63021-3224-04 and 63021-2224-04; and

*WHEREAS*, the above referenced project is described as sidewalks on US-41A//SR-112 from McAdoo Creek Road to east of SR-76; and

*WHEREAS*, the City of Clarksville agrees to cooperate with TDOT as set forth in this proposal so that the general highway program may be carried out in accordance with the intent of the Tennessee General Assembly.

*NOW, THEREFORE, BE IT RESOLVED* by the City Council of the City of Clarksville, Tennessee:

That the Clarksville City Council hereby accepts the proposal, attached hereto as Exhibit A. from the Tennessee Department of Transportation for State Project No. 63021-3224-04 and 63021-2224-04, known as Sidewalks on US-41A//SR-112 from McAdoo Creek Road to east of SR-76.

*ADOPTED:*