

RESOLUTION NO. 304

A RESOLUTION PURSUANT TO MOUNT CARMEL MUNICIPAL CODE 1-402 AUTHORIZING THE MAYOR TO ENTER INTO STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION CONTRACT FOR THE MAINTENANCE OF STATE HIGHWAYS THROUGH THE TOWN OF MOUNT CARMEL, TENNESSEE.

WHEREAS, Tenn. Code Anno. §§ 54-5-201-203, provide that the Department of Transportation for the State of Tennessee is responsible for the maintenance of the streets in municipalities over which traffic on State highways is routed and may enter into contracts with municipalities relative to this requirement where a municipality is organized for the care of its own streets, on a reimbursement basis; and

WHEREAS, the Town of Mount Carmel, Tennessee, is organized for the care of its own streets, and wishes to enter into an agreement to provide for the maintenance of those sections of such streets including State Routes 1 and 346; and

WHEREAS, Mount Carmel Municipal Code §1-402 provides that the Mayor shall negotiate agreements such as the one attached hereto which he now presents to the Board of Mayor and Aldermen for its approval; and

WHEREAS, the revenue derived from performing maintenance work pursuant to the aforescribed contract is essential to the financial well being of the Town of Mount Carmel, Tennessee; and

WHEREAS, the public welfare requires it;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, as follows:

Section I. This agreement attached hereto and incorporated herein by reference thereto is and should be entered into by the Town of Mount Carmel and is therefore approved;

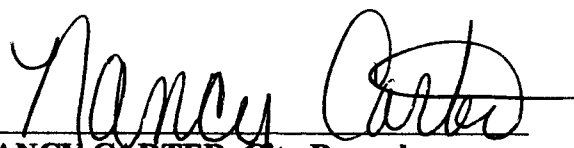
Section II. The Mayor shall do all things necessary to validate and make the agreement attached hereto legally binding including, but not limited to, affixing his signature thereto;

Section III. This Resolution shall take effect upon its passage the public welfare requiring it.

Duly passed and approved this the 22nd day of June, 2004.


GARY W. LAWSON, Mayor

ATTEST:


NANCY CARTER, City Recorder

APPROVED AS TO FORM:


LAW OFFICE OF MAY & COUP

FIRST READING	AYES	NAYS	OTHER
Alderman Henry Bailey	✓		
Vice-Mayor Eugene Christian	✓		
Alderman Paul Hale	✓		
Mayor Gary Lawson	✓		
Alderman Tresa Mawk	✓		
Alderman Thomas Wheeler	✓		
Alderman Wanda Worley	absent		
TOTALS	6		

PASSED: 6-22-04

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
CONTRACT - TOWN OF MOUNT CARMEL
(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)**

This Agreement made and entered into by and between the State of Tennessee, acting through its Department of Transportation, hereinafter referred to as the Department, and the TOWN OF MOUNT CARMEL, hereinafter referred to as the Town.

WITNESSETH:

WHEREAS, T.C.A., Sections 54-5-201--203 provide that the Department is responsible for the maintenance of the streets in municipalities over which traffic on State highways is routed and may enter into contracts with municipalities relative to this requirement where a municipality is organized for the care of its own streets, on a reimbursement basis; and

WHEREAS, the Town is organized for the care of its own streets, and the parties want to enter into an agreement to provide for the maintenance of those sections of streets hereinafter itemized.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The Town shall perform street maintenance on the hereinafter identified sections of Town streets over which traffic on state highways is routed, for the period of time beginning July 1, 2004 and ending June 30, 2005.

The work performed by Town shall consist of those activities designated in the "Guidelines Covering Maintenance of State Highways through Municipalities", a copy of which is attached hereto and incorporated by reference as "Exhibit A". "Eligible items" are described on Exhibit A.

The street area to be maintained by Town shall include the roadway only from curb to curb where curbs exist or to the shoulder lines where curbs do not exist, and will include the eligible grass control and the eligible litter removal activities.

The Department agrees to reimburse said Town in the amount actually expended for street maintenance, not to exceed a total of \$0.14 per square yard of area routinely maintained, swept or flushed, and the Department agrees to reimburse said Town for the eligible grass control activities and the eligible litter removal activities, not to exceed the number of cycles and the price per acre or mile, as described on "Exhibit A" page 2.

ROUTE NO.		SQUARE YARDS
1	Log Mile 37.77 @ Church Hill City Limits to Log Mile 39.91 @ Kingsport City Limits 2.14 miles @ 98.0 feet = 123,036 square yards	
Total Square Yards State Route 1		123,036
Less Grass Median Square Yards		(29,506)
Total Roadway Surface Square Yards		93,530
346	From Log Mile 13.60 to Log Mile 17.80 4.2 miles @ 22.0 feet = 54,208 square yards	
Total State Route 346		54,208

SUMMARY

State Route 1 Roadway Surface Square Yards	93,530
State Route 346 Roadway Surface Square Yards	54,208
Grand Total Roadway Surface Square Yards	147,738

Total Roadway Surface Square Yards 147,738 @ \$0.14 =	\$ 20,683.32
SR 1 Mowing 06.10 Acres @ \$45.00 = \$ 274.50 x 6 cycles =	\$ 1,647.00
SR 1 Mowing 17.54 Acres (Controlled Access) @ \$45.00 = \$ 789.30 x 6 cycles =	\$ 4,735.80
SR 346 Mowing 00.00 Acres @ \$45.00 = \$ 00.00 x 6 cycles =	\$ 00.00
SR 1 Litter 02.01 Miles (Controlled Access) @ \$150.00 = \$ 301.50 x 12 cycles =	\$ 3,618.00
SR 346 Litter 00.00 Miles @ \$ 50.00 = \$ 00.00 x 12 cycles =	\$ 00.00
TOTAL AMOUNT OF CONTRACT	\$ 30,684.12

"In no event shall the maximum liability of the Department for all services under this contract exceed \$30,684.12."

**CONTRACT - TOWN OF MOUNT CARMEL
(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)
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The Department will not be obligated to reimburse the cost for repairing sections of State highways damaged as the result of the activities of any public or private utility.

The Town will furnish the Department with itemized monthly sworn statements in quadruplicate, by the 20th of each month for work performed the previous month, setting out in detail the amount expended for labor, equipment, materials and shall furnish copies of receipted vendors invoices for materials used. If a contractor or contract labor or contract equipment rental is used on the above state highways the Town agrees to furnish a detailed invoice from the Vendor for work performed. In no event will accounts be paid which were incurred more than sixty (60) days prior to submission to the Department unless an extension of time has been requested by the Town and granted by the Director of Maintenance. The Town hereby submits to the Department, a statement showing the wage scale by classification proposed to be paid, with the Department's equipment rental rates to be charged, identified as "Exhibit B", attached hereto and incorporated herein by reference, which exhibit shall be subject to approval of the Department. The Department agrees to pay monthly bills as soon after receipt thereof as it can be checked and warrants issued. The Department will be furnished a work report by the Town, which will detail the work performed by activity including the quantified units of measure, as identified in Exhibit A, to correspond to the requests for reimbursement of each activity submitted. The Town's failure to comply with this requirement shall relieve the Department of any obligation to reimburse the Town for the subject work.

Prior to the beginning of non-routine maintenance work, the Town shall notify the Department of its intentions in writing, and shall give the Department an opportunity to inspect the sections of State highways proposed to be maintained. During the time such maintenance work is being performed, the Department shall have a right to inspect said work and the Town hereby agrees to carry out such instructions as may be given by the representatives of the Department making any such inspection. The Town's failure to comply with this requirement shall relieve the Department of any obligation to reimburse the Town for the subject work.

The Town agrees to comply with all applicable federal and state laws, rules and regulations in the performance of its duties under this agreement. The parties hereby agree that the failure of the Town to comply with this provision shall constitute a material breach of the agreement and may subject the Town to the repayment of all damages suffered by the state and/or the Tennessee Department of Transportation as a result of said breach.

**CONTRACT - TOWN OF MOUNT CARMEL
(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)**

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The contract is subject to the appropriation and availability of state funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the contract upon written notice to the Town. Said termination shall not be deemed a breach of contract by the Department. Upon receipt of the written notice, the Town shall cease all work associated with the contract. Should such an event occur, the Town shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Town shall have no right to recover from the Department any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount.

The Town shall maintain documentation for all charges against the Department under this contract. The books, records, and documents of the Town, insofar as they relate to the work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal and/or Tennessee State Constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in any program or activity or in the employment practices of the Town and will immediately take any measure necessary to effectuate this agreement. The Town shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.

The Town acknowledges that it has total and complete responsibility for appropriate maintenance of the designated streets.

The Department, by the execution of this agreement, does not assume any liability for damages caused to persons or property by reason of the Town maintaining said sections of State highways, or by reason of the Town's decisions regarding whether and to what extent a street should be maintained. The Department assumes no liability for injury to any employee of the Town performing maintenance work under this agreement. The Department shall have no liability except as specifically provided in this contract.

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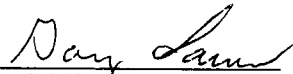
The contract shall be deemed effective by the parties as of July 1, 2004 regardless of the date it is executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective authorized officials on the date set forth below.

The undersigned Municipal official verifies that he/she is authorized to execute this contract on behalf of the municipality.

TOWN OF MOUNT CARMEL

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: 
MAYOR

By: _____
GERALD F. NICELY
COMMISSIONER

DATE: _____

By: 
TOWN ATTORNEY

BY: _____
SARA ROSSON
GENERAL COUNSEL

**GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The following items where applicable are eligible for reimbursement by the State to the Municipalities under our Standard Maintenance Agreement:

Activity	Units of measure
401 Manual Spot Patching	Tons
402 Crack Repair	Pounds
404 Mechanical Continuous Patching	Tons
405 Milling	Square Feet
406 Surface Replacement	Tons
411 Concrete Pavement Repair	Cubic Yards
412 Concrete Joint Repair	Linear Feet
425 Grading Unpaved Surface (Shoulder)	Linear Miles
427 Patching Unpaved Surface (Shoulder)	Tons
435 Machine Mowing on medians (Also back of curbs or shoulders on C.A.*)	Acres
438 Debris, Trees, etc., removal from Roadway surface only (Also Brush control on C.A.*, according to TDOT Tree and Vegetation policy)	Man Hours
441 Litter removal on medians (Also back of curbs or shoulders on C.A.*)	Roadway Miles
446 Mechanical Sweeping and Street Flushing	Miles
447 Manual Roadway Sweeping	Man Hours
460 Plowing Snow	Lane Miles
461 De-icing Salt and/or Sand for snow and ice removal	Tons
463 Anti-icing (Salt Brine)	Gallons
470 Pavement Markings	Line Miles
471 Specialty Markings	Each

* C.A.- Controlled-Access Highways

The following items are the responsibility of the Municipalities and are not eligible for State maintenance reimbursement:

1. Crosswalk Striping
2. Mowing right-of-way back of curbs or shoulder lines on non-C.A.*
3. Litter from right-of-way back of curbs or shoulder lines on non-C.A.*
4. Storm drainage
5. Traffic control signs and signals
6. Street lighting
7. Street name signs
8. Tree removal and vegetation control on right-of-way back of curbs or shoulders on non-C.A.

* C.A.- Controlled-Access Highways

NOTE:

1. Major resurfacing when generally required will be performed by the Tennessee Department of Transportation as a construction project, in accordance with a program developed after consultation with the municipalities.
2. The Department of Transportation will furnish and maintain route markers through the Municipalities.
3. The Department of Transportation assumes responsibility for maintaining everything inside the right-of-way fences on the Interstate System of Defense Highways with its own forces, except lighting systems.
(Chapter 54-5-206, Tennessee Code Annotated.)
Rev. 5-11-04

**GUIDELINES COVERING MAINTENANCE
OF STATE HIGHWAYS THROUGH MUNICIPALITIES**

The eligible litter removal activities on controlled-access state highways and grass medians only on non-controlled-access state highways will be calculated, by (12) cycles, by the price per mile as described below:

Litter removal on non-controlled-access highways **1 pass mile median only.**

No. of Miles	by	no. of cycles	by	amount per pass mile	Total
		12		\$50.00	

Litter removal on controlled-access highways **2 pass mile no median .**

No. of Miles	by	no. of cycles	by	amount per pass mile	Total
		12		\$100.00	

Litter removal on controlled-access highways **3 pass mile with median.**

No. of Miles	by	no. of cycles	by	amount per pass mile	Total
		12		\$150.00	

The eligible grass control activities on controlled-access state highways and medians only on non-controlled-access state highways will be calculated, by number of acres, by (6) cycles, by the average state contract price of \$45.00 per acre on state highways:

State Highways

no. of acres	by	no. of cycles	by	amount per acre	Total
		6		\$45.00	

Note: The eligible grass control activities, and the eligible litter removal activities will be invoiced for reimbursement by the cycle.
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TOWN OF MOUNT CARMEL
MAXIMUM ALLOWABLE EQUIPMENT RATES
2004-2005 FISCAL YEAR

ITEM NO	DESCRIPTION OF EQUIPMENT	RATE	UNIT
01	SEDAN, POLICE OR FULL SIZE	12.00	HR
02	TRUCK, PICKUP	11.00	HR
03	TRUCK, 3/4 TO 1 TON LIGHT DUTY	12.00	HR
04	TRUCK, 3/4 TO 1 TON 4X4	13.00	HR
05	TRUCK, W/SALT SPREADER & SNOW PLOW UP TO 15,000 GVWR	18.00	HR
06	TRUCK, W/SALT SPREADER & SNOW PLOW 4X4 UP TO 15,000 GVWR	20.00	HR
07	TRUCK, W/SALT SPREADER & SNOW PLOW OVER 15,000 UP TO 23,000 GVWR	28.00	HR
08	TRUCK, W/SALT SPREADER & SNOW PLOW OVER 23,000 UP TO 33,500 GVWR	37.00	HR
09	TRUCK, W/SALT SPREADER & SNOW PLOW OVER 33,500 GVWR	48.00	HR
10	TRUCK, UTILITY/SERVICE BODY TO 1 TON	14.00	HR
11	TRUCK, DUMP UP TO 15,000 GVWR	14.00	HR
12	TRUCK, DUMP OVER 15,000 UP TO 23,000 GVWR	20.00	HR
13	TRUCK, DUMP OVER 23,000 UP TO 33,500 GVWR	25.00	HR
14	TRUCK, DUMP TANDEM AXLE OVER 33,500 GVWR	34.00	HR
15	TRUCK, STAKE OR FLATBED UP TO 12,500 GVWR	12.00	HR
16	TRUCK, STAKE OR FLATBED OVER 12,500 UP TO 20,500 GVWR	15.00	HR
17	TRUCK, STAKE OR FLATBED OVER 20,500 UP TO 32,500 GVWR	20.00	HR
18	TRUCK, FLATBED OVER 32,500 GVWR	28.50	HR
19	TRUCK, TRACTOR SINGLE AXLE	22.80	HR
20	TRUCK, TRACTOR TANDEM AXLE	28.50	HR
21	TRUCK, WRECKER SINGLE AXLE	21.00	HR
22	TRUCK, WRECKER TANDEM AXLE	30.25	HR
23	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	44.50	HR
24	TRUCK, W/SWEEPER OR SELF-PROPELLED UP TO 3 CU. YD. CAPACITY	32.50	HR
25	TRUCK, W/SWEEPER OR SELF-PROPELLED OVER 3 CU. YD. CAPACITY	48.00	HR
26	TRUCK, W/STREET FLUSHER	32.50	HR
27	TRUCK, CRANE	28.94	HR
28	TRUCK, REFUSE COLLECTION	32.50	HR
29	TRACTOR, W/SWEEPER	14.20	HR
30	TRACTOR, W/DITCHER	25.33	HR
31	TRACTOR, W/AUGER	14.20	HR
32	TRACTOR, W/GRADER BLADE	14.20	HR
33	TRACTOR, W/CONCRETE BREAKER (HYDRA-HAMMER)	15.75	HR
34	TRACTOR, WHEEL UP TO 56 HP	10.65	HR
35	TRACTOR, WHEEL OVER 56 HP	13.95	HR
36	VACUUM MACHINE, LEAF LOADING	15.00	HR
37	CHAIN SAW, (COMMERCIAL TYPE)	7.92	HR
38	CHIPPER, BRUSH	16.50	HR
39	TRAILER, TILT	8.00	HR
40	TRAILER, PLATFORM OR GENERAL	10.00	HR
41	TRAILER, LOW BOY TANDEM	12.00	HR
42	TRAILER, DUMP TANDEM	13.00	HR

TOWN OF MOUNT CARMEL
MAXIMUM ALLOWABLE EQUIPMENT RATES
2004-2005 FISCAL YEAR

ITEM NO	DESCRIPTION OF EQUIPMENT	RATE	UNIT
43	JOINT & CRACK SEALING MACHINE	18.00	HR
44	ASPHALT RECLAIMER/RECYCLER MACHINE	32.70	HR
45	ASPHALT PATCHING MACHINE	34.50	HR
46	PAVER, ASPHALT SELF-PROPELLED (8 FT. BASIC PAVING WIDTH)	35.95	HR
47	PAVER, ASPHALT SELF-PROPELLED (OVER 8 FT. BASIC PAVING WIDTH)	49.95	HR
48	PAVER, ASPHALT PULL TYPE	14.51	HR
49	DISTRIBUTOR, ASPHALT TRUCK MOUNTED	31.00	HR
50	DISTRIBUTOR, ASPHALT PULL TYPE	13.50	HR
51	CHIP SPREADER MACHINE, AGGREGATE LARGE	35.00	HR
52	CHIP SPREADER, AGGREGATE TAILGATE TYPE	5.00	HR
53	DRAG BOX	3.00	HR
54	EXCAVATOR, TRUCK MOUNTED	44.50	HR
55	EXCAVATOR, TRACK TYPE (TRACKHOE) etc. UP TO 1.5 CU. YD.	43.00	HR
56	EXCAVATOR, TRACK TYPE (TRACKHOE) etc. OVER 1.5 CU. YD.	55.00	HR
57	DRAGLINES AND CRANES	48.83	HR
58	TRACTOR, CRAWLER (DOZER)	35.00	HR
59	MOTOR GRADER	25.00	HR
60	TRACTOR, W/BUCKET LOADER	21.50	HR
61	TRACTOR BACKHOE, W/FRONT END LOADER	33.95	HR
62	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	18.00	HR
63	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	24.00	HR
64	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	32.50	HR
65	LOADER, FRONT END TRACK TYPE	32.00	HR
66	LOADER, SKID-STEER	17.50	HR
67	PROFILER, MILLING MACHINE	186.50	HR
68	PLANER, COLD (BOBCAT) etc.	21.31	HR
69	PLANER, HEATER	28.12	HR
70	ROLLER, WALK BEHIND	5.50	HR
71	ROLLER, 1 TO 5 TONS	14.80	HR
72	ROLLER, OVER 5 TONS	23.95	HR
73	TAMPER, VIBRATOR	4.95	HR
74	GENERATOR, PORTABLE	5.95	HR
75	AIR COMPRESSOR, PORTABLE OR PULL TYPE UP TO 225 CFM RATING	10.00	HR
76	AIR COMPRESSOR, PORTABLE OR PULL TYPE OVER 225 CFM RATING	14.50	HR
77	WELDER, PORTABLE OR PULL TYPE	10.00	HR
78	PAVEMENT BREAKER (JACK HAMMER)	4.50	HR
79	TRENCH MACHINE (DITCH WITCH), etc.	10.00	HR
80	CONCRETE SAW	15.00	HR
81	CRACK BURNER, TORCH	2.00	HR
82	CRACK ROUTER	3.00	HR
83	WATER PUMP	5.00	HR
84	WATER TANK, PULL TYPE	8.35	HR

[illegible]

"EXHIBIT B"
TOWN OF MOUNT CARMEL
MAXIMUM ALLOWABLE EQUIPMENT RATES
2004-2005 FISCAL YEAR

LABOR RATES BEGINNING JULY 1, 2004 AND ENDING JUNE 30, 2005

JOB TITLE CLASSIFICATION	LOW RATE	HIGH RATE
Equip. Operator	12.62	
Foreman	12.62	
Supervisor	16.96	
Clerical	16.13	

Plus 15% Fringe Benefits