

RESOLUTION NO. 448

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;

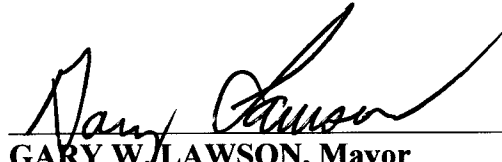
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, as follows:

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;

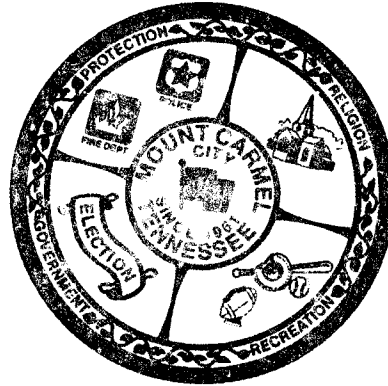
Section III. This Resolution shall take effect upon its passage the public welfare requiring it.

Duly passed and approved this the 27th day of April, 2010.

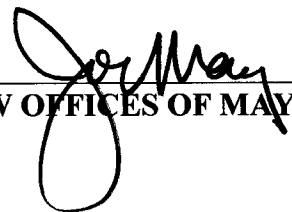

GARY W. LAWSON, Mayor

ATTEST:


MARIAN SANDIDGE, City Recorder



APPROVED AS TO FORM:


LAW OFFICES OF MAY & COUP

FIRST READING	AYES	NAYS	OTHER
Alderman William Blakely	✓		
Alderman Richard Gabriel			absent
Alderman Tresa Mawk	✓		
Alderman Kathy Roberts	✓		
Alderman Carl Wolfe	✓		
Vice-Mayor Thomas Wheeler	✓		
Mayor Gary Lawson	✓		
TOTALS	6	0	1

PASSED: April 27, 2010

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 City.

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 City 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 City shall perform street maintenance on the hereinafter identified sections of City streets over which traffic on state highways is routed, for the period of time beginning July 1, 2010 and ending June 30, 2011.

The work performed by City under this agreement 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 City under this agreement 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 City in the amount actually expended for street maintenance, not to exceed a total of \$0.15 per square yard of area routinely maintained, swept or flushed, and the Department agrees to reimburse said city 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 @ \$0.15 =	\$ 22,160.70
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	\$ 32,161.50

"In no event shall the maximum liability of the Department for all services under this contract exceed \$32,161.50."

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 City will furnish the Department with itemized monthly sworn statements, 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 City 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 City and granted by the Director of Maintenance. The City 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 City, 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 City's failure to comply with this requirement shall relieve the Department of any obligation to reimburse the City for the subject work.

Prior to the beginning of non-routine maintenance work outside the scope of this agreement, the City 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 work is being performed, the Department shall have a right to inspect said work and the City hereby agrees to carry out such instructions as may be given by the representatives of the Department making any such inspection.

The City 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 City to comply with this provision shall constitute a material breach of the agreement and may subject the City 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 City. Said termination shall not be deemed a breach of contract by the Department. Upon receipt of the written notice, the City shall cease all work associated with the contract. Should such an event occur, the City shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the City 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 City shall maintain documentation for all charges against the Department under this contract. The books, records, and documents of the City, 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 City and will immediately take any measure necessary to effectuate this agreement. The City 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 City 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 City maintaining said sections of State highways, or by reason of the City'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 City performing maintenance work under this agreement. The Department shall have no liability except as specifically provided in this contract.

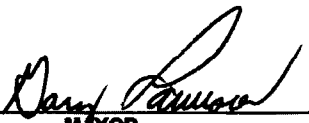
CONTRACT - TOWN OF MOUNT CARMEL
(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)
Page 5

The contract shall be deemed effective by the parties as of July 1, 2010, 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

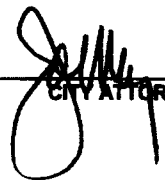
By: 
MAYOR

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

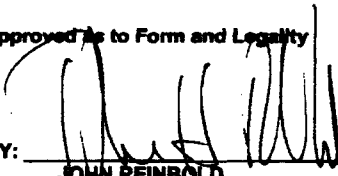
By: 
GERALD F. NICELY
COMMISSIONER

DATE: MAY 17 2010

Approved as to Form and Legality

By: 
CITY ATTORNEY

Approved as to Form and Legality

BY: 
JOHN REINBOLD
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 Yards
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 and any other traffic control or monitoring devices
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.
9. Sidewalks

* 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 w/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.

"EXHIBIT B"

TOWN OF MOUNT CARMEL

MAXIMUM ALLOWABLE EQUIPMENT RATES

2010 – 2011 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, ¾ TO 1 TON LIGHT DUTY	12.00	HR
04	TRUCK, ¾ TO 1 TON 4X4	13.00	HR
05	TRUCK, UTILITY/SERVICE BODY	14.00	HR
06	TRUCK, DUMP UP TO 15,000 GVWR	24.65	HR
07	TRUCK, DUMP OVER 15,000 UP TO 20,000 GVWR	28.12	HR
08	TRUCK, DUMP OVER 20,000 UP TO 40,000 GVWR	42.35	HR
09	TRUCK, DUMP TANDEM AXLE OVER 40,000 GVWR	68.00	HR
10	TRUCK, STAKE OR FLATBED UP TO 10,000 GVWR	17.45	HR
11	TRUCK, STAKE OR FLATBED OVER 10,000 UP TO 20,000 GVWR	26.10	HR
12	TRUCK, STAKE OR FLATBED OVER 20,000	42.00	HR
13	TRUCK, FLATBED OVER 32,500 GVWR	54.00	HR
14	TRUCK, TRACTOR SINGLE AXLE	37.00	HR
15	TRUCK, TRACTOR TANDEM AXLE	40.15	HR
16	TRUCK, SEWER/CULVERT/CATCH BASIN/ CLEANER (VAC-ALL)	82.20	HR
17	SWEeper, TRUCK MOUNTED	55.89	HR
18	SWEeper, SELF-PROPELLED	43.71	HR
19	TRUCK, W/STREET FLUSHER	70.16	HR
20	TRUCK, CRANE	28.28	HR
21	TRUCK, EXCAVATOR	64.73	HR
22	TRUCK, REFUSE COLLECTION	30.50	HR
23	TRACTOR, W/SWEeper	32.68	HR
24	TRACTOR, W/DITCHER	62.12	HR
25	TRACTOR, WHEEL	48.22	HR
26	CHIPPER, BRUSH	36.81	HR
27	TRAILER, TILT	8.04	HR
28	TRAILER, PLATFORM OR GENERAL	10.12	HR
29	TRAILER, LOW BOY TANDEM	20.78	HR
30	JOINT & CRACK SEALING MACHINE	28.55	HR
31	ASPHALT RECLAIMER/RECYCLER MACHINE	135.78	HR
32	PAVER, ASPHALT SELF-PROPELLED	154.53	HR
33	PAVER, ASPHALT PULL TYPE	7.45	HR
34	DISTRIBUTOR, ASPHALT, PULL TYPE	27.37	HR
35	CHIP SPREADER MACHINE	57.42	HR
36	EXCAVATOR, TRACK TYPE (TRACKHOE)	87.31	HR
37	DAGLINES AND CRANES	75.99	HR
38	TRACTOR, CRAWLER (DOZER)	98.18	HR
39	MOTOR GRADER	65.30	HR
40	BACKHOE	37.90	HR
41	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	32.13	HR
42	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	47.50	HR

"EXHIBIT B"

TOWN OF MOUNT CARMEL

MAXIMUM ALLOWABLE EQUIPMENT RATES

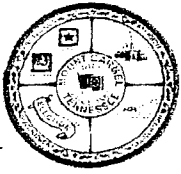
2010 – 2011 FISCAL YEAR

ITEM NO	DESCRIPTION OF EQUIPMENT	RATE	UNIT
43	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	59.71	HR
44	LOADER, FRONT END TRACK TYPE	71.50	HR
45	LOADER, SKID-STEER	58.46	HR
46	PROFILER, MILLING MACHINE	305.76	HR
47	ROLLER, WALK BEHIND	4.27	HR
48	ROLLER, STEEL WHEEL, 1 TO 5 TONS	88.84	HR
49	ROLLER, STEEL WHEEL, OVER 5 TONS	41.93	HR
50	GENERATOR, PORTABLE	8.30	HR
51	AIR COMPRESSOR, PORTABLE OR PULL TYPE	36.40	HR
52	WELDER, PORTABLE OR PULL TYPE	5.76	HR
53	CONCRETE MIXER, PORTABLE OR PULL TYPE	32.07	HR
54	CURBING MACHINE	65.74	HR
55	PAINT MACHINE, WALK BEHIND	31.57	HR
56	PAINT MACHINE, TRUCK MOUNTED (LARGE)	84.61	HR
57	THERMOPLASTIC MARKING MACHINE, WALK BEHIND	23.24	HR
58	TRAFFIC LINE REMOVER (WATER BLASTER)	43.68	HR
59	ARROW BOARD, TRAILER OR TRUCK MOUNTED	4.15	HR
60	MESSAGE SIGN, TRAILER MOUNTED	1.14	HR
61	LIGHT TOWER, TRAILER MOUNTED	24.18	HR

TOWN OF MOUNT CARMEL

Beginning July 1, 2010 and ending June 30, 2011

[illegible]



"EXHIBIT B"
TOWN OF MOUNT CARMEL
MAXIMUM ALLOWABLE EMPLOYEE RATES

Beginning July 1, 2010 and ending June 30, 2011

JOB TITLE CLASSIFICATION	PAYABLE RATE PER HOUR	NO. HRS	TOTAL
Equipment Operator	\$13.03 - \$19.55		
Street Construction Worker	\$11.57 - \$17.36		
Foreman	\$15.22 - \$22.83		
Supervisor	\$18.42 - \$27.63		
Clerical	\$15.47 - \$23.21		
	TOTAL		\$0.00

PLUS 25% FRINGE BENEFITS



Town of Mount Carmel

GARY LAWSON, MAYOR

100 East Main Street, P.O. Box 1421

Mount Carmel, Tennessee 37645

Phone (423) 357-7311

Fax (423) 357-7710

E-Mail mcch@chartertn.net

April 28, 2010

Steven M. Borden, Regional Director
State of Tennessee
Department of Transportation
P.O. Box 58
Knoxville, TN 37901

RE: 2010-2011 Highway Maintenance Contract

Dear Mr. Borden:

Please find enclosed the original executed contracts regarding the above noted matter. I have also enclosed a certified copy of the resolution approving said contract. It is my understanding that you will forward an original back to the Town once it is executed by the Department of Transportation. Should you have any questions, please do not hesitate to contact me.

Thank you for your kind attention in this regard.

Sincerely,
TOWN OF MOUNT CARMEL


Marian Sandidge, City Recorder

:mls
Enclosures