

RESOLUTION NO. 110

RESOLUTION PURSUANT TO MOUNT CARMEL MUNICIPAL CODE,  
SECTION 1-402, AUTHORIZING THE MAYOR TO ENTER INTO  
A CONTRACT FOR THE PAVEMENT RESTORATION ON CERTAIN  
STREETS IN THE BROOKSHIRE HILLS/MARSHALL ESTATES PROJECT

WHEREAS, pursuant to a request for proposals, APAC-Tennessee, Inc., has submitted a bid on certain pavement restoration work on streets within the Brookshire Hills/Marshall Estates Project; and

WHEREAS, the Bid of APAC was successful and such award has been made by the Board of Mayor and Alderman to APAC-Tennessee, Inc.;

NOW THEREFORE BE IT RESOLVED, by the Board of Mayor and Alderman of the Town of Mount Carmel, Tennessee, as follows:

Section 1. That the bid attached hereto and incorporated herein by reference was accepted on September 30, 1994;

Section 2. That the Mayor is authorized and directed to do all things necessary to effectuate the acceptance of said bid, including, but not limited to, affixing his signature to any necessary and appropriate instrument of agreement.

Duly passed and approved this 14th day of October, 1994.

AYES 6

NAYES 0

OTHER 1

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JAMES L. DEAN, Mayor

ATTESTED:

Nancy Carter  
NANCY CARTER, Recorder

APPROVED AS TO FORM:

LAW OFFICES OF FAULK & MAY

Michael A. Faulk  
BY: City Attorneys



**APAC-Tennessee, Inc. • Kingsport Branch**  
P.O. Box 686  
Kingsport, Tennessee 37662  
(615) 288-3241

September 27, 1994

**City of Mount Carmel  
Mount Carmel, TN**

**RE: Bids for Paving Streets**

**APAC-Tennessee, Inc. would like to make the following notes:**

- 1.) All streets listed will be swept and all debris removed.
- 2.) Tack coat will be put down before full width paving begins.
- 3.) Full width paving is figured on +-2" binder course instead of 1" for two reasons as follows:
  - 1.) The size rock in the binder is 1".
  - 2.) APAC-Tennessee, Inc. cannot guarantee such a light spec.
- 4.) Price does not include bond. If bond is required, please add 1% to the prices.

**Sincerely,**

**APAC-TENNESSEE, INC.**

A handwritten signature in cursive ink that reads "Craig Christian".

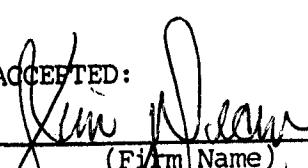
**Craig Christian  
Estimator**

**CC:ns**

Town of Mount CarmelP. O. Box 1421Mount Carmel, TN 37645Description of Work and Price, (cont'd)PATCHING WORK (CONT'D)

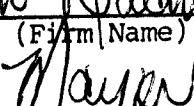
<u>AREA</u>	<u>APPROXIMATE QUANTITY</u>	<u>TOTAL PRICE</u>
8. Sherbrooke Circle	272 SY	\$ 4,352.00
9. Mc Cracken Lane	19 SY	304.00
10. Redwood Street	445 SY	7,120.00
11. Sherbrooke Drive	339 SY	5,424.00
12. Hickory Lane, Valley Lane, Sherbrooke Drive	208 SY	3,328.00
13. Sherbrooke Drive, Woodland Drive	242 SY	3,872.00
14. Sherbrooke Circle	33 SY	528.00
15. Ruth Brook Drive	21 SY	336.00
16. Brookton Drive	162 SY	2,592.00
17. Maple Hill	26 SY	416.00
18. Sherbrooke Drive	81 SY	1,296.00
19. Ellis Lane	370 SY	5,920.00
20. Lotus View Street	18 SY	288.00
21. Brentwood Drive	19 SY	<u>304.00</u>
TOTAL PATCHING WORK.....		\$58,212.00

ACCEPTED:



(Firm Name)

By



(Name and Title)



(Date)

APAC-TENNESSEE, INC.

By 

Town of Mount CarmelP. O. Box 1421Mount Carmel, TN 37645Description of Work and Price, (cont'd)II. PAVING WORK (+-2" ASPHALT BINDER)AREA

1. Redwood Street	1525 LF X 25 LF =	4236 SY	\$ 15,249.60
2. Old Hickory Entrance	460 LF X 15 LF =	767 SY	2,761.20
3. Old Hickory Circle	2960 LF X 28 LF =	9209 SY	33,152.40
4. Green View Street	630 LF X 28 LF =	1960 SY	7,056.00
5. Sherbrooke Circle next to Sherbrooke Court	195 LF X 48 LF =	1040 SY	3,744.00
6. Independence Avenue	1173 LF X 19 LF =	2476 SY	8,913.60
7. Maple Hill Drive			
212 LF X 26 LF =	612 SY		
10 LF X 26 LF =	29 SY		
154 LF X 26 LF =	<u>445 SY</u>		
	1086 SY		3,909.60
8. Sherbrooke Circle	640 LF X 28 LF =	1991 SY	7,167.60
9. Sherbrooke Drive			
760 LF X 26 LF =	2196 SY		
20 LF X 20 LF =	<u>44 SY</u>		
	2240 SY		8,064.00
10. Ellis Lane			
50 LF X 18 LF =	100 SY		
56 LF X 18 LF =	<u>112 SY</u>		
	212 SY		<u>763.20</u>
TOTAL PAVING WORK.....			\$ 90,781.20

TOTAL PATCHING AND PAVING WORK..... \$148,993.20

ACCEPTED:

John J. Dean  
 (Firm Name)  
 By John J. Dean  
 (Name and Title)  
19 Oct 94  
 (Date)

APAC-TENNESSEE, INC.

 By Craig Christian

Registered

No. R-001

# TOWN OF MOUNT CARMEL

Hawkins County  
State of Tennessee

Registered

\$ 100,000.00

Principal Amount

## BROOKSHIRE HILLS/MARSHALL ESTATES PAVING CAPITAL OUTLAY NOTE, SERIES 1994

DATED  
October 18, 1994

INTEREST  
RATE  
7.00 %

MATURITY DATE  
October 1, 1997

Registered Owner: HERITAGE FEDERAL BANK FOR SAVINGS

Principal Sum: ONE HUNDRED THOUSAND DOLLARS

The Town of Mount Carmel (the "Local Government") of the State of Tennessee hereby acknowledges itself indebted, and for value received hereby promises to pay to the Registered Owner hereof (named above), or registered assigns, the Principal Sum (specified above) on the Maturity Date (specified above) (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender to the Local Government or its agent, and to pay interest on the Principal Sum on April 1, 1995 and semi-annually thereafter until maturity at the Interest Rate per annum (specified above), by check, draft, or warrant mailed to the Registered Owner, at the address of the Registered Owner as it appears on the fifteenth (15th) calendar day of the month next preceding the applicable payment date in the note register maintained by or on behalf of the Local Government. Both principal of and interest on this note are payable at the office of the Recorder or paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is a direct obligation of the Local Government for the payment of which as to both principal and interest the full faith and credit of the Local Government is pledged.

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption with a premium of 0% of par value.

This note is issued under the authority of Parts I, IV, and VI of Title 9, Chapter 21, Tennessee Code Annotated, and a Resolution duly adopted by the Governing Body of the Local Government meeting in special session on the 14th day of October, 1994; (the "Resolution") to finance some or all of the cost of the Brookshire Hills/Marshall Estates Paving Project.

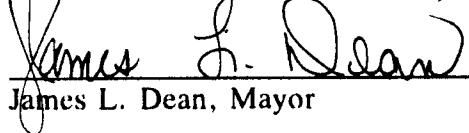
This note shall have the qualities and incidents of a negotiable instrument and shall be transferable only upon the note register kept by the Local government or its agent, by the Registered Owner of the note in person or by the Registered Owner's attorney duly authorized in writing, upon presentation and surrender to the Local Government or its agent of the note together with a written instrument of transfer satisfactory to the Local Government duly executed by the Registered Owner or the Registered Owner's duly authorized attorney but only in the manner as provided in the Resolution of the Local Government authorizing the issuance of this note and upon surrender hereof for cancellation. Upon the transfer of any such note, the Local Government or its agent shall issue in the name of the transferee a new registered note or notes of the same aggregate principal amount and maturity as the surrendered note. The Local government shall not be obligated to make any such Note transfer during the fifteen (15) days next preceding an interest payment date on the Notes or, in the case of any redemption of the Notes, during the forty-five (45) days next preceding the date of redemption.

Title 9, Chapter 21, Section 117, Tennessee Code Annotated provides that this note and interest thereon are exempt from taxation by the State of Tennessee or by any county, municipality or taxing district of the State, except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note exist, have happened and have been performed in due time, form and manner as required by the constitution and the laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the manual signature of the mayor, and countersigned and attested by the manual signature of the Recorder, with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the 18th day of October, 1994.

TOWN OF MOUNT CARMEL, TENNESSEE

  
James L. Dean

James L. Dean, Mayor

ATTESTED:

  
Nancy Carter, Recorder

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**A S S I G N M E N T**

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FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto:

\_\_\_\_\_  
(name and address of assignee)

\_\_\_\_\_  
Please insert social security or other tax identifying number of assignee:

the within-mentioned note and hereby irrevocable constitutes and appoints:

attorney-in-fact, to transfer the same on the note register in the office of the Recorder, or the agent of the Local Government with full power of substitution in the premises.

Date: \_\_\_\_\_

\_\_\_\_\_  
(name of assignor)

Signature Guaranteed:

\_\_\_\_\_  
(address of assignor)

NOTE: The signature as to this assignment must correspond with the name as written on the face of the within note in every particular, without alteration, enlargement or any change whatsoever.

STATE OF TENNESSEE  
COUNTY OF HAWKINS

I, Nancy Carter, City Recorder of the Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee, do hereby certify that this is a true and exact copy of the foregoing resolution that was approved and adopted at a meeting held on the 14 day of October, the original of which is on file in this office. I further certify that 6 members voted in favor of the resolution and that 6 members were present and voting.

IN WITNESS THEREOF, I have hereunto set my hand, and the seal of the TOWN OF MOUNT CARMEL, TENNESSEE.

Nancy Carter  
CITY RECORDER

**To:** Ms Nancy Carter, Recorder  
**Company:** Town of Mount Carmel, Tennessee

**From:** LAW OFFICES of FAULK and MAY  
CHURCH HILL, TENNESSEE

**Subject:** Capital Outlay Note

**Fax Phone Number:** 615/357-7710

**Date:** October 17, 1994

**Copy:**

**# of Pages (including this cover sheet):** 1

**PLEASE CALL 615/357-8088 IF YOU ARE EXPERIENCING ANY DIFFICULTIES IN RECEIVING THIS TRANSMISSION. UNLESS WE HEAR OTHERWISE FROM YOU, WE WILL ASSUME THAT YOU HAVE RECEIVED ALL PAGES AND THAT THEY ARE LEGIBLE . . . . .**

**Message:** Please let me know when you finalize the arrangements for closing the note. I have tentatively scheduled myself to be available at 1:30 p.m. tomorrow.

2:00 PM -

I have received a FAX'ed approval from the state for this issue. The original will be addressed to the Mayor at City Hall. I am sending you this FAX because it was not working correctly before and I wanted to be sure it is working now.

Thank you.

THE INFORMATION CONTAINED IN THIS FACSIMILE TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED OR CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. RECEIPT BY ANYONE OTHER THAN THE INTENDED RECIPIENT IS NOT A WAIVER OF ANY ATTORNEY-CLIENT OR WORK-PRODUCT PRIVILEGE. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY. WE



Telephone  
615/288-3241

APAC-Tennessee, Inc. • Kingsport Branch  
P.O. Box 686  
Kingsport, Tennessee 37662

## PROPOSAL and CONTRACT

October 17, 1994

.....Town of Mount Carmel.....  
.....P.O. Box 1421.....  
.....Mount Carmel, TN 37645....

APAC-Tennessee, Inc., hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at

.....Pavement Restoration, Town of Mount Carmel, TN.....  
which property is owned by .....

Description of Work and Price: APAC-Tennessee, Inc. will provide the following:  
Town of Mount Carmel will be responsible for manhole rings and water valve rings. Patching prices include digging out, sweeping, and applying +2" asphalt surface.

I. <u>PATCHING WORK</u>		<u>APPROXIMATE</u>	<u>TOTAL</u>
<u>AREA</u>	<u>QUANTITY</u>		<u>PRICE</u>
1. Katie Circle	105 SY	\$ 1,680.00	
2. Viola Circle	90 SY	1,440.00	
3. Primrose Court	368 SY	5,888.00	
4. Hickory Drive	233 SY	3,728.00	
5. Redwood St. (bottom of hill)	209 SY	3,344.00	
6. Sherbrooke Court	246 SY	3,936.00	
7. Independence (next to Ross Campground Road)	46 SY	2,116.00	

Unless a lump sum price is to be paid for the foregoing work and is clearly so stated it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by the Company as determined upon completion of the work.

If the foregoing meets with your acceptance, kindly sign and return the attached copy of our proposal. Upon its receipt it is understood the foregoing, including the terms and conditions set forth on the reverse side hereof, will constitute the full and complete agreement between us.

This proposal expires thirty (30) days from the date hereof, but may be accepted at any later date at the sole option of the Company.

Very truly yours,

APAC-TENNESSEE, INC.  
KINGSPORT BRANCH

By ..... *Craig Christian* .....

ACCEPTED:

*Jim Dean* .....

(Firm Name)

By ..... *Mayer* .....

(Name and Title)

*19 Oct 94* .....

(Date)

CUSTOMER

**BID SCHEDULE  
PAVEMENT RESTORATION  
MOUNT CARMEL, TENNESSEE  
September, 1994**

**I. PATCHING WORK**

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21. Brentwood Drive	19 SY	\$ 304.00
<b>TOTAL PATCHING WORK.....</b>		<b>\$ 58,212.00</b>

## II. PAVING WORK

<u>Area</u>	<u>Approximate Quantity</u>	<u>Total Price</u>
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	20 LF x 20 LF = 44 SY	
	2240 SY	
10. Ellis Lane		\$ 8,064.00
	50 LF x 18 LF = 100 SY	
	56 LF x 18 LF = 112 SY	
	212 SY	
		\$ 763.20
<b>TOTAL PAVING WORK...</b>		<b>\$ 90,781.20</b>
<b>TOTAL OF PATCHING &amp; PAVING WORK.....</b>		<b>\$ 148,993.20</b>

Respectfully Submitted: APAC-Tennessee, Inc. (NAME OF COMPANY)

Signature: \_\_\_\_\_ Title: Estimator  
Craig Christian

Address: P. O. Box 686, Kingsport, Tennessee 37662

Date: September 28, 1994 License No. 19611

SEAL - (if BID is by a Corporation)