

RESOLUTION NO. 152

RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF MOUNT CARMEL, TENNESSEE, APPROVING CONTRACT WITH STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 139-97.

WHEREAS, Mount Carmel Municipal Code Section 1-401 provides the Board of Mayor and Aldermen with the authority to enter into contracts; and

WHEREAS, Mount Carmel Municipal Code 1-402 allows the Mayor to negotiate agreements and present same to the Board of Mayor and Aldermen for approval; and

WHEREAS, The Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee, believe it to be in the best interest of the citizens of Mount Carmel to enter into Contract Number 139-97 with the State of Tennessee, Department of Transportation, which provides for resurfacing of Independence Avenue from Old Hickory to 0.4 miles north of Ripley Lane, Lloyd's Chapel Road from Hammond Avenue to 0.6 miles west of Hammond Avenue, Montgomery Avenue from Old Stage Road to Cedar Street, Big Oak Road from Carter's Valley Road to Topeka Drive, McCracken Lane from Redwood Street to Carter's Valley Road and Ellis Lane from Independence Avenue to Wolfe Lane; and

WHEREAS, The contract 139-97 which is attached to this Resolution should be approved the public health and welfare requiring it; and

WHEREAS, The Board of Mayor and Aldermen pursuant to Mount Carmel Municipal Code 1-403 authorize and direct that the Mayor do all things necessary to validate and make Contract 139-97 legally binding; and

WHEREAS, Upon completion of the resurfacing as noted above the Town of Mount Carmel, Tennessee is solely responsible for the maintenance of said resurfacing project pursuant to Tenn. Code Anno. § 54-1-126;

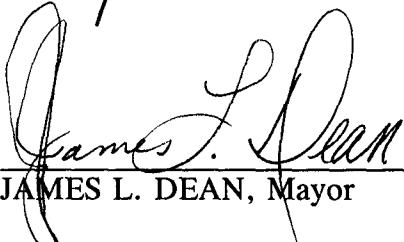
NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the Town of Mount Carmel, Tennessee, as follows:

Section 1. Contract 139-97 attached hereto between the Town of Mount Carmel, Tennessee, and the State of Tennessee, Department of Transportation is approved;

Section 2. The Mayor is directed and authorized to do all things necessary to validate and make the above-noted contract and agreement legally binding;

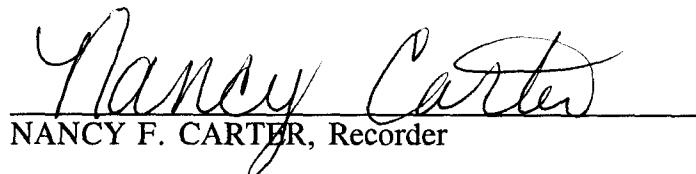
Section 3. This Resolution shall take effect upon its passage the public welfare requiring it.

Duly passed and approved this 9 day of April, 1997.



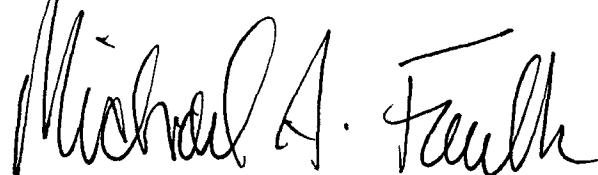
James L. Dean
JAMES L. DEAN, Mayor

ATTEST:



Nancy Carter
NANCY F. CARTER, Recorder

APPROVED AS TO FORM:



Michael A. Faulk
LAW OFFICE OF MICHAEL A. FAULK

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STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
CONTRACT - TOWN OF MOUNT CARMEL

ACTIVITY NO. - M33
PROJECT NO. - 37952-4219-04
CONTRACT NO. - CMA-357
FISCAL YEAR - 1997-98

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

CONTRACT - Town of Mount Carmel

(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)

This agreement, made and entered into on this 15th day of MAY, 1997, 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 such streets hereinafter itemized.

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties that the Town will perform 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, 1997 and ending June 30, 1998.

It is further agreed between the parties that street maintenance will include the roadway only from curb to curb where curbs exist or to the shoulder lines where curbs do not exist, and that the work shall consist of those activities designated in the "Guidelines Covering Maintenance of State Roads through Municipalities", a copy of which is attached hereto and incorporated by reference as "Exhibit A".

CONTRACT - Town of Mount Carmel
(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)
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ROUTE STREET NO.	MILES	SQUARE YARDS
1 From City Limits Log Mile 37.49 @ Church Hill - Mount Carmel town limits to city limits Log Mile 39.63 @ Mount Carmel - Kingsport city limits. 2.14 miles @ 98.0 feet = 123,036 square yards	2.14	123,036 ✓
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346 From Log Mile 13.60 to Log Mile 16.00 From Log Mile 17.00 to Log Mile 17.80 3.2 miles @ 22.0 feet = 41,301 square yards	3.2	41,301 ✓
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SUMMARY

	MILES	SQUARE YARDS
State Route 1	2.14	123,036
State Route 346	3.2	41,301
	5.34	164,337 ✓

**Total amount of Contract 164,337 Square Yards @ \$0.13 per square yard =
\$21,363.81. ✓**

**"In no event shall the maximum liability of the Department for all services under
this contract exceed \$21,363.81." ✓**

CONTRACT - Town of Mount Carmel
(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)
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In consideration of the Town agreeing to perform maintenance of said above mentioned sections of such town streets, the Department agrees to reimburse said Town in the amount actually expended for maintenance, not to exceed a total of \$0.13 per square yard of area routinely maintained, swept and flushed.

It is further agreed between the parties that the Department will not be obligated to reimburse any costs for repairing sections of such town streets damaged as the result of the activities of any public or private utility.

It is further agreed between the parties that the Town will furnish the Department with itemized monthly sworn statements in quadruplicate, by the 20th of each month, setting out in detail the amount expended for labor, copies of received bills for materials and for rental equipment for the month billed. 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 has submitted to the Department, a statement showing the wage scale proposed to be paid and the per diem rental value of equipment proposed 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 same can be checked and warrants issued.

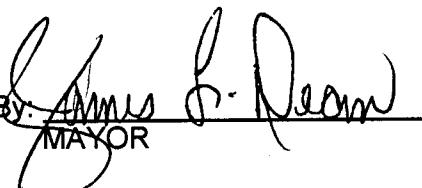
Prior to the beginning of major maintenance work, the Town shall notify the Department of its intentions, and shall give the Department an opportunity to inspect the sections of such Town streets proposed to be maintained. During the time such maintenance work is being performed, the Department shall 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.

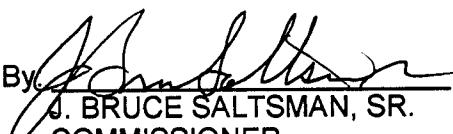
The local government agrees to comply with all applicable federal and state laws, rules and regulations in the performance of its duties under this agreement.

The parties hereby agree that the failure of the local government to comply with this provision shall constitute a material breach of the agreement and subject the local government to the repayment of all damages suffered by the state and/or the Tennessee Department of Transportation as a result of said breach.

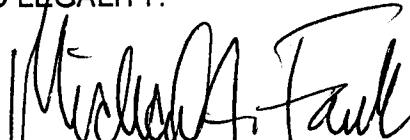
The Department, by the execution of this agreement, does not assume any liability for damages caused to any persons or property by reason of the Town maintaining said sections of such town streets, nor does the Department assume any liability for injury to any employee of the Town in carrying out work under this agreement, the Department's liability only being for sums expended for labor, material and the rental of equipment.

In Witness Whereof, the parties hereto have caused this contract to be executed by their respective authorized officials on the date set forth above.

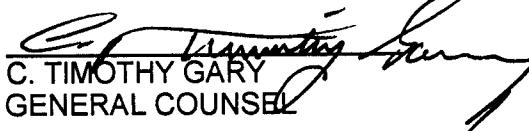
By: 
JAMES B. DEAN
MAYOR

By: 
J. BRUCE SALTSMAN, SR.
COMMISSIONER

APPROVED AS TO FORM
AND LEGALITY:

By: 
MICHAEL J. FAULK
TOWN ATTORNEY

APPROVED AS TO FORM
AND LEGALITY:

By: 
C. TIMOTHY GARY
GENERAL COUNSEL

BMA approved - April 9, 1997

"EXHIBIT A"

**GUIDELINES COVERING MAINTENANCE
OF STATE ROADS THROUGH THE MUNICIPALITIES**

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

Activity

- 401 Spot Patching
- 402 Crack Pouring
- 403 Continuous Patching
- 406 Surface Replacement
- 410 Spot Patching (PCC)
- 411 Concrete Patching
- 412 Joint Repair
- 415 Surface Treatment Patching
- 419 Other Surface
- 420 Spot Patch Shoulders
- 421 Continuous Patch Shoulders
- 425 Grade Shoulders
- 427 Patch Gravel Shoulders
- 429 Other Shoulder
- 435 Machine Mowing on medians (Also back of curbs or shoulders on C.A.*)
- 441 Litter Removal on medians (Also back of curbs or shoulders on C.A.*)
- 446 Mechanical Roadway Sweeping
- 447 Manual Roadway Sweeping
- 449 Other Roadway: Debris, Trees, etc., removal from Roadway surface only
- 460 Plow Snow
- 461 Spread Chemicals on Roadway Surface for Snow and Ice Removal
- 470 Pavement Markings

*C.A. - Control of 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 line 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

*C.A. - Control of 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 54-552, Tennessee Code Annotated.)

MAXIMUM ALLOWABLE EQUIPMENT RATES FOR THE 1997-98 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	12.76	HR
05	TRUCK, W/SALT SPREADER & SNOW PLOW UP TO 12,000 GVWR.....	18.50	HR
05A	TRUCK, W/SALT SPREADER & SNOW PLOW 4X4 UP TO 12,000 GVWR.....	20.00	HR
06	TRUCK, UTILITY/SERVICE BODY TO 1 TON	12.76	HR
07	TRUCK, DUMP UP TO 15,000 GVWR	12.76	HR
08	TRUCK, DUMP OVER 15,000 UP TO 24,000 GVWR	16.80	HR
09	TRUCK, DUMP OVER 24,000 UP TO 36,000 GVWR	25.00	HR
10	TRUCK, DUMP TANDEM AXLE OVER 36,000 UP TO 60,000 GVWR	34.00	HR
11	TRUCK, STAKE OR FLATBED UP TO 12,500 GVWR	12.00	HR
12	TRUCK, STAKE OR FLATBED OVER 12,500 UP TO 20,500 GVWR	15.00	HR
13	TRUCK, STAKE OR FLATBED OVER 20,500 UP TO 32,500 GVWR	20.00	HR
14	TRUCK, FLATBED OVER 32,500 GVWR	28.50	HR
15	TRUCK, TRACTOR SINGLE AXLE	22.80	HR
16	TRUCK, TRACTOR TANDEM AXLE	28.50	HR
17	TRUCK, WRECKER SINGLE AXLE	21.00	HR
18	TRUCK, WRECKER TANDEM AXLE	30.25	HR
19	TRUCK, SEWER CLEANER (VAC-ALL)	35.70	HR
20	TRUCK, PICKUP W/SPRAYER UP TO 15,000 GVWR (WEED CONTROL)	16.50	HR
21	TRUCK, W/SPRAYER OVER 15,000 GVWR (WEED CONTROL)	30.00	HR
22	TRUCK, W/SWEEPER OR SELF-PROPELLED UP TO 3 CU. YD. CAPACITY	30.00	HR
23	TRUCK, W/SWEEPER OR SELF-PROPELLED OVER 3 CU. YD. CAPACITY	43.10	HR
24	TRUCK, W/STREET FLUSHER	30.00	HR
25	TRUCK, CRANE	28.94	HR
26	TRUCK, REFUSE COLLECTION	30.00	HR
27	TRACTOR, W/SPRAYER (WEED CONTROL)	16.50	HR
28	TRACTOR, W/SWEEPER	14.20	HR
29	TRACTOR, W/DITCHER	25.33	HR
30	TRACTOR, W/EDGER	14.20	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	TRACTOR, W/ROTARY, SICKLE OR FLAIL MOWER UP TO 56 HP	20.53	HR
37	TRACTOR, W/SIDE &/OR REAR MOWERS (R/S/F) OVER 56 HP	24.50	HR
38	TRACTOR, W/MOWER & EXTENDED BOOM OVER 56 HP (BEHIND GUARDRAIL)	25.50	HR
39	TRACTOR, W/15 FT. ROTARY MOWER OVER 56 HP	25.95	HR
40	MOWER, HILLSIDE/ARTICULATED (KUT KWIK), etc.	15.33	HR

MAXIMUM ALLOWABLE EQUIPMENT RATES FOR THE 1997-98 FISCAL YEAR

ITEM NO	DESCRIPTION OF EQUIPMENT	RATE	UNIT
41	MOWER, RIDING (COMMERCIAL), etc.	11.09	HR
42	MOWER, PUSH (COMMERCIAL TYPE)	7.92	HR
43	TRIMMER, STRING (COMMERCIAL TYPE)	7.92	HR
44	TRIMMER, BRUSH OR HEDGE	4.00	HR
45	EDGER, PORTABLE	3.00	HR
46	VACUUM/BLOWER MACHINE PORTABLE	7.92	HR
47	VACUUM MACHINE, LEAF LOADING	9.90	HR
48	SPRAYER, PORTABLE	5.00	HR
49	CHAIN SAW, (COMMERCIAL TYPE)	7.92	HR
50	CHIPPER, BRUSH	12.65	HR
51	TRAILER, TILT	8.00	HR
52	TRAILER, PLATFORM OR GENERAL	10.00	HR
53	TRAILER, LOW BOY TANDEM	12.00	HR
54	TRAILER, DUMP TANDEM TO 36 CU. YD.	17.14	HR
55	JOINT & CRACK SEALING MACHINE	37.26	HR
56	ASPHALT RECLAIMER/RECYCLER MACHINE	32.70	HR
57	ASPHALT PATCHING MACHINE	34.50	HR
58	PAVER, ASPHALT SELF-PROPELLED (8 FT. BASIC PAVING WIDTH)	35.95	HR
59	PAVER, ASPHALT SELF-PROPELLED (OVER 8 FT. BASIC PAVING WIDTH)	49.95	HR
60	PAVER, ASPHALT PULL TYPE	14.51	HR
61	DISTRIBUTOR, ASPHALT TRUCK MOUNTED	30.00	HR
62	DISTRIBUTOR, ASPHALT PULL TYPE	12.65	HR
63	CHIP SPREADER MACHINE, AGGREGATE LARGE	35.00	HR
64	CHIP SPREADER, AGGREGATE TAILGATE TYPE	4.50	HR
65	DRAG BOX	3.00	HR
66	SPREADER, TAILGATE SALT, SAND, W/AUGER AND/OR SPINNER	12.50	HR
67	SPREADER, SALT W/BED (SET IN BED HYDRAULIC) UP TO 5 YARDS	14.50	HR
67A	SPREADER, SALT W/BED (SET IN BED HYDRAULIC) OVER 5 YARDS	21.82	HR
68	SNOW PLOW, ONE WAY	12.00	HR
69	SNOW PLOW, REVERSIBLE	17.00	HR
70	EXCAVATOR, TRUCK MOUNTED	36.83	HR
71	EXCAVATOR, TRACK TYPE (TRACKHOE) etc. UP TO 1.5 CU. YD.	43.00	HR
72	EXCAVATOR, TRACK TYPE (TRACKHOE) etc. OVER 1.5 CU. YD.	55.00	HR
73	DRAGLINES AND CRANES	46.83	HR
74	TRACTOR, CRAWLER (DOZER)	35.00	HR
75	MOTOR GRADER	34.90	HR
76	TRACTOR, W/BUCKET LOADER	20.95	HR
77	TRACTOR BACKHOE, W/FRONT END LOADER	33.95	HR
78	LOADER, FT END RUBBER TIRED (ARTICULATED) UP TO 1 CU. YD.	18.00	HR
79	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1 UP TO 1.5 CY	21.38	HR
80	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	26.80	HR

MAXIMUM ALLOWABLE EQUIPMENT RATES FOR THE 1997-98 FISCAL YEAR

ITEM NO	DESCRIPTION OF EQUIPMENT	RATE	UNIT
81	LOADER, FRONT END TRACK TYPE	37.00	HR
82	LOADER, SKID-STEER	14.60	HR
83	PROFILER, MILLING MACHINE	172.50	HR
84	PLANER, COLD (BOBCAT) etc.	21.31	HR
85	PLANER, HEATER	28.12	HR
86	ROLLER, WALK BEHIND	5.50	HR
87	ROLLER, 1 TO 5 TONS	14.80	HR
88	ROLLER, OVER 5 TONS	23.95	HR
89	TAMPER, VIBRATOR	4.95	HR
90	GENERATOR, PORTABLE	5.95	HR
91	AIR COMPRESSOR, PORTABLE OR PULL TYPE UP TO 225 CFM RATING.....	10.00	HR
92	AIR COMPRESSOR, PORTABLE OR PULL TYPE OVER 225 CFM RATING	13.50	HR
93	WELDER, PORTABLE OR PULL TYPE	10.00	HR
94	PAVEMENT BREAKER (JACK HAMMER)	4.50	HR
95	TRENCH MACHINE (DITCH WITCH), etc	10.00	HR
96	CONCRETE SAW	15.00	HR
97	CRACK BURNER, TORCH	2.00	HR
98	CRACK ROUTER	3.00	HR
99	WATER PUMP	5.00	HR
100	WATER TANK, PULL TYPE	8.35	HR
101	CONCRETE MIXER, PORTABLE OR PULL TYPE	15.00	HR
102	CURBING MACHINE	25.00	HR
103	PAINT MACHINE, WALK BEHIND	8.00	HR
104	PAINT MACHINE, TRUCK OR SELF-PROPELLED DOUBLE LINE (SMALL)	15.00	HR
105	PAINT MACHINE, TRUCK MOUNTED TRIPLE LINE (LARGE)	35.00	HR
106	THERMOPLASTIC MARKING MACHINE	5.00	HR
107	TRAFFIC LINE REMOVER	25.00	HR
108	ARROW BOARD, TRAILER OR TRUCK MOUNTED	7.00	HR
109	MESSAGE SIGN, TRAILER MOUNTED	11.00	HR
110	LIGHT TOWER, TRAILER MOUNTED	10.00	HR
111	CUSHMAN	4.00	HR
112	POWER AUGER, PORTABLE	6.00	HR



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
P. O. BOX 58
KNOXVILLE, TENNESSEE 37901

March 6, 1997

The Honorable James Dean
Mayor, Town of Mount Carmel
Post Office Box 1421
Mount Carmel, Tennessee 37645-1421

Dear Mayor Dean:

Enclosed please find the original and one (1) copy of the municipalities maintenance contract for the Town of Mount Carmel for the period of time beginning July 1, 1997 and ending June 30, 1998.

Please execute the contract and return to this office no later than May 2, 1997, for further handling. **Please attach a copy of your salary rates (identified as "Exhibit B").**

Yours truly,

A handwritten signature in black ink that appears to read "Fred B. Corum".

Fred B. Corum
Regional Director

jmh

Enclosures