

RESOLUTION NO. 249

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 Section 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.



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

May 23, 2002

The Honorable Gary Lawson
Mayor, Town of Mount Carmel
Post Office Box 1421
Mount Carmel, Tennessee 37645-1421

Dear Mayor Lawson:

Enclosed please find a copy of the executed city maintenance contract for the Town of Mount Carmel to cover the period of time beginning July 1, 2002 and ending June 30, 2003.

Please note the new assigned project number for fiscal year 2002-2003 on the cover sheet of the contract.

Yours truly,

Fred B. Corum
Regional Director

jmh

Enclosure

c: Mr. Steven M. Borden, w/enclosure
Mr. Roger Pounders, w/enclosure

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

ACTIVITY NO. - M33

PROJECT NO. - 37952-4230-04

CONTRACT NO. - CMA-728

FISCAL YEAR - 2002-2003

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, 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, 2002 and ending June 30, 2003.

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 will include the eligible grass control and the eligible litter removal activities, 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".

In consideration of the Town agreeing to perform said maintenance of the following said mentioned sections of State highways, 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.

CONTRACT - Town of Mount Carmel
 (MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)
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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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It is further agreed that 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.

It is further agreed 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, equipment, materials and copies of receipted vendors invoices for materials used for the month billed. If a subcontractor is used on the above state highways the Town agrees to furnish a detailed invoice from the subcontractor for work completed. 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.

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 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 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.

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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 the performance of this contract or in the employment practices of the Town. 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 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, nor does the Department assume any liability for injury to any employee of the Town in performing said maintenance work under this agreement. The Department's liability only being for sums expended for labor, materials, equipment rental, and the established number of cycles, cost per mile or acre for the grass control and litter activities.

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 Municipality official verifies that he/she is the duly authorized chief administrative officer.

TOWN OF MOUNT CARMEL

By: Mary Dawson
MAYOR

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: J. Bruce Saltsman
J. BRUCE SALTSMAN, SR.
COMMISSIONER

By: Joel May
TOWN ATTORNEY

BY: Mary G. Moody
MARY G. MOODY
GENERAL COUNSEL

Date: 5-16-2002

**GUIDELINES COVERING MAINTENANCE
OF STATE ROADS THROUGH 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.- 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

* 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 54-552, Tennessee Code Annotated.)

**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.

MAXIMUM ALLOWABLE EQUIPMENT RATES FOR THE 2002-2003 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	13.00	HR
11	TRUCK, DUMP UP TO 15,000 GVWR	13.00	HR
12	TRUCK, DUMP OVER 15,000 UP TO 23,000 GVWR	17.00	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)	43.50	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	9.90	HR
37	CHAIN SAW, (COMMERCIAL TYPE)	7.92	HR
38	CHIPPER, BRUSH	14.65	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

MAXIMUM ALLOWABLE EQUIPMENT RATES FOR THE 2002-2003 FISCAL YEAR

ITEM NO	DESCRIPTION OF EQUIPMENT	RATE	UNIT
43	JOINT & CRACK SEALING MACHINE	32.50	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	30.00	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	38.83	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	34.90	HR
60	TRACTOR, W/BUCKET LOADER	20.95	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	23.38	HR
64	LOADER, FT END RUBBER TIRED (ARTICULATED) OVER 1.5 CU. YD.	28.50	HR
65	LOADER, FRONT END TRACK TYPE	37.00	HR
66	LOADER, SKID-STEER	16.60	HR
67	PROFILER, MILLING MACHINE	172.50	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	13.50	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

MAXIMUM ALLOWABLE EQUIPMENT RATES FOR THE 2002-2003 FISCAL YEAR

(MAINTENANCE OF STATE HIGHWAYS THROUGH MUNICIPALITIES)

LABOR RATES Beginning July 1, 2002 and ending June 30, 2003

Job Title Classification	Low Rate	High Rate
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Equipment Operator	11.67
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St. Const. Worker	11.38
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Foreman	14.34
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Supervisor	15.68
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Clerical	14.91
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Plus 15% Fringe Benefits