

This is to certify that these minutes were approved by

Hamblen County Legislative Body on

February  
March 22, 2001

Maudie M. Briggs  
Maudie Briggs, Chairperson

Linda Wilder  
Linda Wilder, Hamblen County Clerk

ORIGINAL

BE IT REMEMBERED that the Legislative Body Session for Hamblen County, Tennessee met at a special call meeting on February 5, 2001 at 4:30 p.m. in the Hamblen County Courthouse with Chairman Pro-Tempore Guy Collins presiding.

The Legislative Body was opened by Sheriff Otto Purkey.

Invocation was given by County Executive David Purkey.

The Pledge of Allegiance was led by Eldridge Bryant.

Upon roll call the following members were present:

Larry Baker	Willie Osborne
Eldridge Bryant	Bobby Reinhardt
Guy Collins	Tony Sizemore
Donald Gray	Frank Parker
Herbert Harville	

Absent: Maudie Briggs  
Lyle Doty  
Doyle Fullington  
Bud Jones  
Joe Spoone

### **RESOLUTION-STATE OF TENNESSEE DOT**

Motion by Larry Baker, seconded by Frank Parker that the following resolution be approved.

Voting for: all

Voting against: none

AGREEMENT NO: 2001120

Project No:

LP Project No: 2995

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This AGREEMENT is entered into on this 8 day of Feb., 20 01, between the STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION, hereinafter "Department", and **Hamblen County**, hereinafter "Local Government", for the purpose of providing an understanding between the parties of the Local Government's obligations for implementation of a highway safety improvement project under the Hazard Elimination Program, being **LP Project No. 2995**, that is described in "EXHIBIT A" attached and incorporated into this Agreement.

The Department agrees to pay for 90% of the actual Project costs up to \$90,000.00. All other costs will be paid for by the Local Government.

#### STANDARD TERMS

1. The Local Government shall submit invoices, in a form acceptable to the Department with all necessary supporting documentation, prior to any payment of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the amount charged for the period invoiced, the amount charged to date, the total amounts charged under this Contract for the period invoiced and the total amount charged to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to both parties hereto.

2. The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptable of any

part of the work or service provided nor as an approval of any of the costs invoiced therein. The Local Government's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute allowable costs. Any payment shall be reduced for overpayments, or increased for under-payments on subsequent invoices.

3. Should a dispute arise concerning payments due and owing to the Local Government under this Contract, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

4. The Local Government understands that the construction phase of the Project will be commenced immediately following the completion of all of its applicable responsibilities in accordance with a schedule that will provide for at least fifty percent completion of the construction phase within one year from its commencement and thereafter continued without interruption until completed in accordance with the provisions of "EXHIBIT A". The failure of the Local Government to follow the schedule for the construction phase will be construed as a breach of this Agreement.

5. The Local Government understands and agrees that if such a breach occurs the Local Government will be subject to repayment of all sums of money paid to the Local Government.

6. The Department is not bound by this Contract until it is approved by the appropriate Department officials as indicated on the signature page of this Contract.

7. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.

8. The Department may terminate the Contract by giving the Local Government at least ninety (90) days notice before the effective termination date.

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The Local Government shall be entitled to receive equitable compensation for satisfactory authorized services completed as of termination date.

9. The Local Government agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the Department of Transportation Implementing Regulations (49 CFR Part 21).

10. It is the policy of the Department that minority business enterprises (MBEs) as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of subcontracts financed with Federal funds. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Contract. The Local Government agrees to ensure that such MBEs have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds under this Contract. In this regard, the Local Government shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that MBEs have the maximum opportunity to compete for and perform subcontracts.

11. If the Local Government fails to properly perform its obligations under this Contract or violates any terms of this Contract, the Department shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. The Local Government shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Contract by the Local Government.

12. The Local Government agrees that when the construction phase is completed, it will provide the Department with a written certification that the Project was constructed in accordance with the terms of this Contract.

13. The Local Government understands that if there is a determination by the Federal Highway Administration that part or all of the sums of money paid to the Local Government are ineligible for federal funds participation because of the failure to the Local Government to adhere to federal law and regulations, the

**ORIGINAL**

Local Government will be obligated to pay the Department the sum of money declared ineligible by the Federal Highway Administration.

14. The Local Government agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this agreement. The parties hereby agree that failure of the Local Government to comply with this provision shall constitute a material breach of this 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.

15. Each party agrees to maintain the improvements made under the Project which are located on a road under its jurisdiction, with the exception of all electrically operated devices together with their related equipment, wiring and appurtenances which the Local Government agrees to maintain. In addition, the Local Government agrees to provide electric power to said devices.

16. Records of costs shall be kept by the Local Government and shall be available for inspection and copying by the Department during normal business hours for a period of not less than three years following the completion or termination of the Project.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officials.

Hamblen County

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

By: *Ramy G. Pool*  
Road Superintendent

By: \_\_\_\_\_  
J. Bruce Saltsman, Sr.  
Commissioner

By: *David W. Purkey*  
County Executive  
David W. Purkey

APPROVED AS TO FORM AND  
LEGALITY

By: \_\_\_\_\_  
Mary G. Moody  
General Counsel

By: *Frank S. Cantwell, Jr.*  
County Attorney  
Rusty Cantwell

CERTIFIED FOR THE AVAILABILITY  
OF FUNDING

By: \_\_\_\_\_  
Janice Marston  
Director of Finance

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SAFETY PROJECT

County: HAMBLEN Route or Road Name: S.R. 160

Location (Termini and Description): LOG MILE 12.05

Length: 950 FEET

Problem: THE CONSTRUCTION OF A NEW MIDDLE SCHOOL WILL GREATLY INCREASE THE AMOUNT OF TRAFFIC THEREBY INCREASING THE POSSIBILITY OF ACCIDENT.

Proposed Solution: 2 TURN LANES, 1 ACCELERATION LANE, 1 DECELERATION LANE, school flashing signals.

Note: Attach maps, sketches and/or pictures

Traffic: \_\_\_\_\_

Accident Data/Potential: \_\_\_\_\_

Estimated Const Cost: ~~\$44,000.00~~ \$50,000.00

Additional Remarks: WORK BY LOCAL AGENCY

Submitted by: BARRY G. POOLE Date: 11-29-2000  
HAMBLEN CO. ROAD SUPT.

Recommended: Asst. Exec Dir. Plng & Dev: [Signature] 1/05/01  
Asst. Exec Dir Operations: [Signature] 1/8/01

Approved: [Signature] Exec. Dir. Plng & Dev [Signature] Exec. Dir. Operations

Date: 1/8/01

ORIGINAL



SAFETY PROJECT

County: HAMBLEN Route or Road Name: S.R. 113

Location (Termini and Description): LOG MILE 1.65

Length: 900 FEET

Problem: THE CONSTRUCTION OF A NEW MIDDLE SCHOOL WILL GREATLY INCREASE THE AMOUNT OF TRAFFIC THEREBY INCREASING THE POSSIBILITY OF ACCIDENT.

Proposed Solution: 1 THRU LANE, 1 ACCELERATION LANE, 1 DECELERATION LANE, School Flashing Signals

Note: Attach maps, sketches and/or pictures

Traffic: \_\_\_\_\_

Accident Data/Potential: \_\_\_\_\_

Estimated Const Cost: ~~\$39,000.00~~ \$50,000.00

Additional Remarks: WORK BY LOCAL AGENCY

Submitted by: BARRY G. POOLE Date: 11-29-2000  
HAMBLEN Co. ROAD SUPV.

Recommended: Asst. Exec Dir. Png & Dev: 1/08/01 [Signature]  
Asst. Exec Dir Operations: [Signature] [Signature] 1/8/01

Approved: [Signature] \_\_\_\_\_  
Exec. Dir. Png & Dev Exec. Dir. Operations

Date: 1/8/01

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## ALLOCATIONS FOR SCHOOLS

Motion by Herbert Harville, seconded by Larry Baker to keep as is the original request for funding Phase II of the school building program and allocate \$3.3 million additional funding with the understanding that all projects be bid and construction started immediately.

Maudie Briggs arrives at this time.

Voting for

Voting against

Larry Baker

Bobby Reinhardt

Maudie Briggs

Frank Parker

Eldridge Bryant

Guy Collins

Donald Gray

Herbert Harville

Willie Osborne

Tony Sizemore

Absent: Lyle Doty

Doyle Fullington

Bud Jones

Joe Spoone

THEREUPON, METING ADJOURNED.

**ORIGINAL**