ORIGINAL

RESOLUTION NO. 2006-10
RESOLUTION AUTHORIZING ACCEPTANCE OF A PAVEMENT MARKING GRANT FOR WEAKLEY COUNTY TENNESSEE FOR FISCAL YEAR ENDING JUNE 30, 2006

WHEREAS, this resolution will approve the acceptance of a Pavement Marking Grant in the amount of $50,000 for the striping of county roads which are in need of such markings for the safety of the public; and

WHEREAS, this amendment will authorize receipt and increase revenue and will distribute it into the expenditure line stated below.

NOW, THEREFORE BE IT RESOLVED, by the county legislative body of Weakley County, Tennessee assembled in regular session on this the 19th day of September, 2005 in Dresden, Tennessee that this resolution is hereby approved for funds to be increased in revenue and distributed as needed to the expenditure line.

SECTION 1. The Weakley County Highway Fund is hereby amended as follows:

Fund # 131

Number	Account Name	Approved Budget	Amendment	Amended Budget
46980	Other State Grants	0	$50,000	$50,000
	Estimated Expenditures			
62000-436	Other Road Materials (Striping)	$14,000	$50,000	$64,000

SECTION 2. BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Weakley County, Tennessee, which are in conflict with this resolution are hereby repealed and it is agreed that the Highway Department can increase revenue and disburse funds as stated above.

SECTION 3. BE IT FURTHER RESOLVED, that this resolution take effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Pursuant To The Rules of The Commission, This Resolution Is Sponsored By The Following Members Of The Weakley County Board Of County Commissioners:

Sponsored By: _____ **Sponsored By:** _____

Acknowledged and Approved: _____
Chairman, Public Works Committee

Acknowledged and Approved: _____
Chairman, Finance, Ways & Means Committee

Motion made by Commissioner Rook that the foregoing resolution be adopted:

Motion seconded by Commissioner Jones.

Upon being put to a roll call vote, motion carried **by a vote of** 18 **Yeas,** 0 **Nays,** 0 **Passed and** 0 **Absent.**

Attested: _____
Pat Scarbrough, County Clerk

Approved: _____
Richard Phebus, Chairman County Commission

THIS THE 19th DAY OF SEPTEMBER, 2005.

APPROVED: _____
Ron Gifford, County Mayor

Date: 09/20/05

VETOED: _____
Ron Gifford County Mayor

Date: _____

EXHIBIT "A"

APPLICATION FOR OPTIONAL SAFETY PROJECT

REV. 7/1/04

County/City: WEakley **Route/Road:** Various

Project Termini/Description: County Wide Striping

Problem: Lane lines are faded

Proposed Solution: Restripe lines on roadway

Note: Attach maps, sketches, pictures, etc. as supporting documentation

Traffic:

Accident Data/Potential:

Estimated Construction Cost: $ 50,000.00

Work Performed By: (Please Check One)

X **Local Agency** ___ **Local Agency-Let** ___ **State Maint Forces** ___ **State-Let**

Remarks: We will be using our county owned striping machine due to the fact that we can stripe considerable more miles than if let to a private company. We will use the DOT paint SWC#178 Ennis for purchase of the paint and beads.

Submitted BY: Kermit Hopper **Date:** 1-5-05

Title: Kermit Hopper,, Road Supervisor 731-364-2284

Recommended By:

Environment & Planning Bureau:

Design/Operations Bureau: Mark Holloran

Approved By Chairman"

Chief Engineer. Paul Degges **Date:** 4/14/05

PIN: 105833
PROJECT #: STP-H-9200(68)
CONTRACT #050120

This AGREEMENT is entered into on this _____ day of _____, _____, between the STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION, hereinafter "Department", and WEALKLEY 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 the pavement marking project that is described in "EXHIBIT A" attached and incorporated into this Agreement.

The Department agrees to pay for 100% of the actual Project costs up to $50,000.00. 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", or if the Local Government 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. Notwithstanding the above, 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.

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 sixty (60) days written notice before the effective termination date. In the event of such termination, 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 26 have the maximum opportunity to participate in the performance of subcontracts financed with Federal funds. Consequently, the MBE requirements of 49 CFR Part 26 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 26 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 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.

17. This Contract is subject to the appropriation and availability of State and/or Federal 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 Local Government. Said termination shall not be deemed a breach of Contract by the Department. Upon receipt of the written notice, the Local Government shall cease all work associated with the contract. Should such an event occur, the Local Government shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Local Government 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.

18. The Local Government shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Local Government 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 shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

19. In the event that a railroad is involved, project costs may be increased by federally required crossing improvements. The Local Government agrees to provide its contractual share of actual costs of any required railroad adjustment or improvement when so requested by the Department in writing. The Local Government shall provide such services as necessary to realize these improvements if requested by the Department in writing and may have to enter into additional agreements.

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

WEAKLEY COUNTY

By: Kermit Hopper
Road Supervisor

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____
Gerald F. Nicely
Commissioner

APPROVED AS TO FORM AND LEGALITY

By: _____
John Reinbold
General Counsel