

RESOLUTION NO. 1997-68

**RESOLUTION AUTHORIZING THE IMPLEMENTATION
OF A HAZARD ELIMINATION PROGRAM GRANT
FOR THE REALIGNMENT OF PUBLIC WELLS /TREVATHAN RD.
INTERSECTION PROJECT # STP-H-9200(40)**

WHEREAS, the Weakley County Highway Department has need of a grant for the purpose of hazard elimination of a curve at the intersection of Public Wells and Trevathan Rd. near Martin, Tennessee as further described in attachment. *Exhibit A Also map attached.

WHEREAS, the estimated cost of the project is \$50,000 and this will be paid @ 90% by state grant funds if so approved by the court and the remainder to be paid with county highway funds.

WHEREAS, the conditions of the attached Agreement No. 147-97 are set in place.

WHEREAS, a revenue number has been assigned for the purpose of receiving the grant funds. That number being 131-46980

NOW, THEREFORE BE IT RESOLVED, by the Weakley County Legislative Body of Weakley County, Tennessee assembled in regular session on this the 23rd day of May, 1997 that:

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

| Account # 131 | Account Name | Budget | Amendment | Amended Budget |
|---------------|--|--------|-----------|----------------|
| 46980 | Other State Grants (Hazard Elim. Grant) | 27,902 | 45,000 | 72,902 |
| 68000-791 | Other Highway Projects | -0- | 45,000 | 45,000 |

SECTION 2. 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 Weakley County Legislative Body.

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:

David Rook

Sponsored By:

Greg Benson

ACKNOWLEDGED AND APPROVED:

Eddie Fugua
Chairman, Road Board

ACKNOWLEDGED AND APPROVED:

Greg Benson
Chairman, Public Works Committee

Richard Rhee

Chairman, Finance, Ways and Means
Motion made by Commissioner Farmer

that the foregoing resolution be adopted:

Motion seconded by Commissioner Phebus

Absent Upon being put to a roll call vote, motion carried by a vote of 19 Yeas, 0 Nays,
0 Passed and one absent

Attested:

Pat Scarborough
Pat Scarborough, County Court Clerk

Approved:

Ron Gifford
Ron Gifford, County Executive

THIS THE 23rd DAY OF MAY, 1997.

"EXHIBIT A

County: WEAKLEY Route or Road Name: TREVATHAN

Location (Termini and Description): WEST FROM PUBLIC WELLS ROAD APPROXIMATELY 1.4 MI. SOUTH OF STATE ROUTE 22

Length: 400FT. +

Problem: LIMITED SIGHT DISTANCE ON PUBLIC WELLS ROAD AT TREVATHAN ROAD

Proposed Solution: REALIGN TREVATHAN ROAD TO INTERSECT PUBLIC WELLS ROAD AT TOP OF HILL TO IMPROVE SIGHT DISTANCE

Note: Attach maps, sketches and/or pictures

Traffic: _____

Accident Data/Potential: _____

Estimated Cost: PE \$ _____ R/W \$ _____ Const. \$ 50,000

Additional Remarks: _____

Submitted By: WEAKLEY COUNTY HWY. DEPT Date: _____

Recommended: Asst. Exec. Dir. Plns. & Dev. THEM WOW

Asst. Exec. Dir. Operations WKS BOA

Date: _____

Approved: [Signature] [Signature]

Exec. Dir. Plng. & Dev. Exec Dir. Operations

Date: 2-10-97

AGREEMENT NO. 147-97

This Agreement is entered into on this ____ day of _____, 19__, between the State of Tennessee, Department of Transportation, hereinafter "Department", and WEAKLEY 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 Project No. STP-H-9200(40), that is described in "EXHIBIT A" attached and incorporated into this Agreement.

The Department agrees to pay for 90 percent of the actual Project costs up to \$45,000.00. All other costs will be paid for by the Local Government.

Payment from the Department to the Local Government will be made subject to the receipt from the Local Government of periodic certified and itemized Project costs submitted no more frequently than monthly.

The Local Government understands that the Project will be commenced within one month following the date hereof in accordance with a schedule that will provide for at least fifty percent (50%) completion within one year from the date of commencement and thereafter continued without interruption until completed in accordance with "EXHIBIT A" and the Manual on Uniform Traffic Control

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Devices. The failure of the Local Government to comply with the above schedule or to complete the project within a reasonable time will be construed as a breach of this Agreement and subject the Project to termination for cause by the Department.

The Local Government understands and agrees that if such a breach or breach and termination occurs, the Local Government will be subject to and hereby binds itself to repayment of all sums of money paid to the Local Government as reimbursement on demand of the Department.

The Local Government agrees that when the Project is completed, it will provide the Department with a written certification that the Project was constructed in accordance with "EXHIBIT A" and the Manual on Uniform Traffic Control Devices.

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.

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

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termination of the Project.

The Local Government understands and agrees 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 as reimbursement are ineligible for federal funds participation, including without limitation federal law and regulations, the Local Government hereby binds itself to pay the Department the sum of money declared ineligible by the Federal Highway Administration.

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.

This Agreement will not be binding on the Department until it is approved by legislative action of the Local Government and a certified copy of approval attached to this Agreement.

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

WEAKLEY COUNTY

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**By: _____
Road Superintendent**

**By: _____
J. Bruce Saltsman, Sr.
Commissioner**

**APPROVED AS TO FORM AND
LEGALITY**

**By: _____
C. Timothy Gary
Department Attorney**

**CERTIFIED FOR THE AVAILABILITY
OF FUNDING**

**By: _____
Mike Shinn
Director of Finance**