

ORDINANCE NO. 76-17

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF MT. JULIET, TENNESSEE, TO ENTER INTO A CONTRACT WITH THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE FOR THE CONSTRUCTION OF A PROJECT UNDER THE FEDERAL-AID SAFER ROAD DEMONSTRATION PROGRAM, IN ACCORDANCE WITH SECTION 230, TITLE 23, UNITED STATES CODE ANNOTATED, AND THE RULES AND REGULATIONS PROMULGATED BY THE COMMISSIONER OF TRANSPORTATION, AND FOR THE CITY OF MT. JULIET, TENNESSEE TO PAY \$908.00 AS ITS SHARE OF THE COST OF SAID PROJECT, OR 10% OF THE TOTAL PROJECT COST, WHICHEVER IS THE GREATER.

BE IT ORDAINED BY THE CITY OF MT. JULIET, TENNESSEE, AS FOLLOWS:

WHEREAS, the City of Mt. Juliet, Tennessee has filed an application with the Department of Transportation of the State of Tennessee for the construction of a project under the Federal-Aid Safer Road Demonstration Program in accordance with Section 230, Title 23, United States Code Annotated, and the Rules and Regulations promulgated by the Commissioner of Transportation; and,

WHEREAS, said application has been approved; and,

WHEREAS, the contract for the Safer Road Demonstration project needs to be signed by the Mayor; and

WHEREAS, the City of Mt. Juliet, Tennessee must pay its ten (10%) percent share of the estimated project cost, which amounts to Nine hundred eight and 00/100 (\$908.00) Dollars, or ten (10%) percent of the final project cost.

BE IT ORDAINED BY THE CITY OF MT. JULIET, TENNESSEE, that the Mayor of the City is hereby authorized to sign the contract for the Federal-Aid Safer Road Demonstration project, a copy of which is attached hereto and made a part hereof, as though fully set out herein.

IT IS FURTHER ORDAINED that there is hereby appropriated the sum of Nine Hundred Eight and 00/100 (\$908.00) Dollars, or ten (10%) percent of the project cost from the funds of the City and that the Budget be and the same is hereby amended by the paying of said funds from the Road Funds, being Budget No. 43100-342.

IT IS FURTHER ORDAINED that this Ordinance shall take effect from and after its passage, the welfare of the City of Mt. Juliet, Tennessee requiring it.

APPROVED AND RECOMMENDED BY:

Homer D. Tomlinson
MAYOR

J. Donald Stewart
COMMISSIONER

COMMISSIONER

Garlic M. Weston
CITY MANAGER

PASSED:

1st Reading 10/26/76
2nd Reading 11-2-76
3rd Reading 11-15-76

APPROVED as to form

Wilson West
CITY ATTORNEY

ATTEST:

Maureen

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
SECTION 230-SAFER ROADS DEMONSTRATION PROGRAM AGREEMENT

THIS CONTRACT AND AGREEMENT entered into by and between the State of Tennessee acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT" and the City of Mount Juliet, Tennessee hereinafter referred to as the "LOCAL AGENCY".

W I T N E S S E T H

WHEREAS, the LOCAL AGENCY has made application to the DEPARTMENT which constitutes a proper proposal for the construction a project under the Federal-Aid Safer Roads Demonstration Program, in accordance with Section 230, Title 23, United States Code Annotated, and the rules and regulations promulgated by the Commissioner of Transportation, and;

WHEREAS, the DEPARTMENT has approved said application and determined a present need for the construction of said Federal-Aid Safer Roads Demonstration project which is described as follows:

WHEREAS, the DEPARTMENT has estimated that the cost of said Safer Roads Demonstration Project to be as follows:

Total Estimated Project Cost	\$ 9,080
Federal Share (90%)	8,172
Local Agency Share (10%)	908

The total estimated cost will be updated when the project is advertised for bids.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants set forth, it is agreed by and between the parties hereto as follows:

SECTION I

The LOCAL AGENCY agrees to deposit with the DEPARTMENT the sum of which

sum represents the LOCAL AGENCY'S share of the estimated cost of the construction and engineering of said project as set forth above.

The DEPARTMENT agrees to construct the subject project and to furnish the LOCAL AGENCY with complete construction plans and a revised cost estimate. However, in no event shall the construction phase of this project begin until the LOCAL AGENCY has deposited their share of the construction cost, as estimated by the DEPARTMENT, with the DEPARTMENT.

The DEPARTMENT retains the option to revise its estimate of the remaining costs of this project in the event information is derived as a result of the completion of the engineering phase which in its opinion justifies such revision.

In the event the LOCAL AGENCY does not deposit with the DEPARTMENT their share of the cost of the construction phase of the project, as estimated by the DEPARTMENT, the DEPARTMENT may, at its option, terminate this Agreement with the LOCAL AGENCY with respect to said project. If the DEPARTMENT exercises its option to terminate this Agreement with respect to said project, said LOCAL AGENCY will pay to the DEPARTMENT, upon written demand, the actual amount necessary to reimburse the DEPARTMENT for expenditures made in accomplishing the engineering phase of said project.

SECTION II

Upon timely receipt from the LOCAL AGENCY by the DEPARTMENT of the aforementioned deposit, the DEPARTMENT will take all necessary steps to bring the construction phase to completion.

SECTION III

It is understood and agreed that the maintenance of the Safer Roads Demonstration Project shall be the responsibility of the LOCAL AGENCY.

In consideration of ninety percent (90%) of the cost hereof being furnished through Federal-Aid Safer Roads Demonstration Funds (Section 230), the parties hereto agree to comply with all conditions as may now exist, or hereafter

may be imposed by the Federal Highway Administration with respect to any phase of the project until the same is completed and accepted, and further, following acceptance, with respect to and including but not limited to control, operation, and maintenance of the same.

SECTION IV

It is further understood and agreed by the DEPARTMENT and the LOCAL AGENCY that when the project has been completed and the actual total cost of said project has been determined by the DEPARTMENT, should the actual cost be greater than the estimated cost, the LOCAL AGENCY will reimburse the DEPARTMENT in an amount equal to ten percent (10%) of the excess for such project, and should the actual cost be less than the estimated cost, the DEPARTMENT will refund said excess to the LOCAL AGENCY in an amount equal to ten percent (10%) of excess for such project.

SECTION V

The DEPARTMENT agrees to keep accurate accounting records of all expenditures made for this project and said accounting records shall be available for review by the LOCAL AGENCY upon request, for a period of three (3) years.

IN WITNESS WHEREOF, the parties hereto, having reviewed and being in full accord with this AGREEMENT, have executed this AGREEMENT on this the 15th day of November 1976.

CITY OF MT. JULIET

BY: Walter D. Tomlinson
MAYOR

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: Eddie Shaw, Jr.
COMMISSIONER

Louis Brown
DIRECTOR, BUREAU OF HIGHWAYS

[Signature]
DIRECTOR, PLANNING & PROGRAMMING