

May 15, 1995

RESOLUTION NO. 95-9

A RESOLUTION TO ACCEPT AGREEMENT
WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT)
FOR SAFETY REMEDIATION AT CLEBURNE AND BEECHCROFT (SR 247)

WHEREAS, there is a constant safety problem at the intersection of Cleburne Road, a Town of Spring Hill street, with SR 247.

WHEREAS, the TENNESSEE DEPARTMENT OF TRANSPORTATION is willing to participate in the reconstruction of this intersection in order to improve safety for vehicles entering and departing Cleburne,

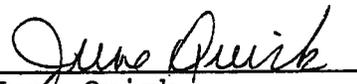
WHEREAS, it is in the interest of the TOWN of SPRING HILL to participate in this agreement on behalf of it's citizens,

THEREFORE BE IT RESOLVED by the Mayor and Board of Alderman of the TOWN of SPRING HILL that Agreement 565 as written by the Programming Development and Scheduling Division of TDOT be approved and the Mayor be authorized to enter into this contract agreement.

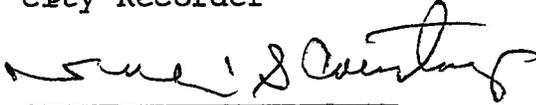
BE IT FURTHER RESOLVED that the Town budget for fiscal 1996 include or be amended, as the need may be, to draw funds from State Street Aid Funds to apply to the Town's share cost in this project.



Ronald Hankins,
Mayor



June Quirk,
City Recorder



Robin S. Courtney,
Town Attorney

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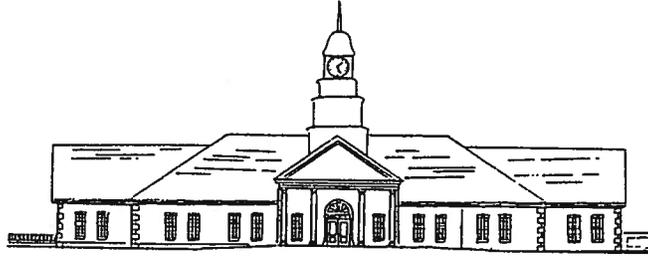
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TOWN OF SPRING HILL

August 2, 1995

Paul Evan Davis, Director
Dept of Environment and Conservation
Division of Solid Waste Assistance
Grants Administration Section
401 Church Street
14th Floor, L & C Tower
Nashville, TN 37243 0455

Re: Recycling grant contracts

Dear Mr. Davis,

On behalf of the Board of Mayor and Alderman, I thank you for the consideration given our grant request.

Enclosed you will find four (4) copies of the signed contract plus the authorization agreement for automatic deposits.

Sincerely,

A handwritten signature in cursive script that reads "Elwyn Bembry".

Elwyn Bembry
City Administrator

GRANT
BETWEEN THE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
STATE OF TENNESSEE
AND
TOWN OF SPRING HILL

This Grant, by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the State and Town Of Spring Hill, hereinafter referred to as the Grantee, is for the provision of purchasing recycling equipment, as further defined in "Scope of Services," below.

A. SCOPE OF SERVICES:

1. The Grantee shall purchase and utilize recycling equipment authorized in the approved Budget List, Attachment I for the purpose of establishing new collection site(s), for the improvement of existing collection site operations, or to prepare recovered materials for transport and marketing.
2. The Grantee shall not be authorized to purchase any equipment that is not contained in the approved Budget List, Attachment I.
3. The Grantee SHALL NOT purchase or make obligations for the purchase of any recycling equipment with funds granted under this Grant until the Grantee has received a fully executed copy of this Grant from the State. If the Grantee should make such purchase or obligations for purchase of recycling equipment prior to receiving a fully executed copy of this Grant from the State, the State shall have no obligation to fund the purchase of the equipment.
4. The Grantee shall keep all recycling equipment in a good and proper working order and insure that the equipment is being utilized for recycling purposes within the terms and conditions of this Grant. If for any reason the Grantee fails to comply with this clause, the Grantee shall refund to the State the appropriate prorata share of funding as indicated in the following table:

Year 1	100% of Funding
Year 2	80%
Year 3	60%
Year 4	40%
Year 5	20%

B. PAYMENT TERMS AND CONDITIONS

1. The Grantee shall be compensated based upon the Budget attached to and made part of this grant and referenced as Attachment I.
2. Attachment I represents the entire compensation due the Grantee for the service and all of the Grantee's obligations hereunder regardless of the difficulty, materials or equipment required. The line items in Attachment I include, but are not limited to, all applicable taxes, fees, overheads, profit and all other direct and indirect costs incurred or to be incurred, by the Grantee.
3. The Grantee shall submit all invoices, in a form acceptable to the State with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the line item budget, the amount charged, by line item, for the period invoiced, the amount charged to date, by line item, and the total amounts charged under this Grant for the period invoiced and the total amount charged to date.

4. The Grantee shall adhere to the line item amounts in the Budget; however, the Grantee may off-set cost overruns in one line item with underruns in other line items, provided that such overruns do not exceed 10 percent (10%) of the line item amount. In the event the Grantee anticipates or incurs a cost overrun in excess of 10 percent (10%) in a line item, the Grantee shall inform the State and request an amendment to this Grant. The State shall review this request and make a determination if such an amendment shall be allowed. In the event the State determines that such an amendment is inappropriate, the additional costs incurred in excess of 10 percent (10%) shall not be considered allowable for reimbursement under this Grant.
5. The payment of an invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any part of the costs invoiced therein. Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Grant, not to constitute allowable costs. Any payment shall be reduced for over-payments, or increased for under-payments on subsequent invoices.
6. The State of Tennessee reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this Grant or any contract between the parties any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
7. In no event shall the maximum liability to the State under this Grant exceed THIRTEEN THOUSAND FIFTY -NINE DOLLARS AND NO CENTS (\$13,059.00).
8. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form". This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee, all payments to the Grantee, under this or any other grant or contract the Grantee has with the State, shall be made through the State's Automated Clearing House wire transfer system. The Grantee shall not commence work or invoice the State for services until he has completed this form and submitted it to the State. The debit entries to correct errors authorized by the "Authorization Agreement for Automatic Deposits Form. shall be limited to these errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund, or in some instances, a credit memo if additional payments are to be made.
9. The Grantee shall submit proof of establishment of a financial accounting system in accordance with TCA 68-211-874 prior to any payment by the State to the Grantee.
10. Grant disbursements shall not be made to the Grantee if the Grantee becomes delinquent in making any payment to the Department of Environment and Conservation.

C. TERM

1. This Grant shall be effective on June 30, 1994, and shall end on June 30, 1995. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

D. STANDARD TERMS AND CONDITIONS

1. The State is not bound by this Grant until it is approved by the appropriate State officials as indicated on the signature page of this Grant.
2. This Grant 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 Grant.
3. The State may terminate the Grant by giving the Grantee at least ninety (90) days written notice before the effective termination date. The Grantee shall be entitled to receive equitable compensation for satisfactory authorized services completed as of termination date.

4. If the Grantee fails to properly perform its obligations under this Grant or violates any terms of this Grant, the State shall have the right to immediately terminate the Grant and withhold payments in excess of fair compensation for completed services. The Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant by the Grantee.
5. The Grantee shall not assign this Grant or enter into a sub-grant or sub-contract for any of the services performed under this Grant without obtaining the prior written approval of the State. If such sub-grants or sub-contracts are approved by the State, they shall contain, at a minimum, Paragraphs D.6 and D.9 of this Grant.
6. The Grantee warrants that no part of the total Grant amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, sub-grantee or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant.
7. The Grantee shall maintain documentation for all charges against the State under this Grant. The books, records and documents of the Grantee, insofar as they relate to work performed or money received under this Grant, 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 agency or the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the Accounting Manual for the Recipients of Grant Funds in the State of Tennessee, published by the Tennessee Comptroller of the Treasury. The financial statements shall be prepared in accordance with generally accepted accounting principles.
8. The Grantee shall prepare an annual report of its activities funded under this Grant and submit, within nine (9) months after the close of the reporting period, a copy of such report to the Tennessee Commissioner of Finance and Administration, the Tennessee Commissioner of the Granting State Agency, and the Tennessee Comptroller of the Treasury. The annual report, including financial statements, and all books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or his duly appointed representative. Should the Comptroller of the Treasury require such an audit, the Grantee may, with the prior approval of the Tennessee Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-128 (the Single Audit Act of 1984), or Circular A-133 if applicable and the Audit Manual for Governmental Units and Recipients of Grant Funds, published by the Tennessee Comptroller of the Treasury. Said audit shall include and be combined with an audit of all other programs of the Grantee. The existence of more than one grant between the Grantee and any agency of the State of Tennessee shall not necessitate more than one audit of the Grantee to be performed every year. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the State Granting Department and the Tennessee Comptroller of the Treasury, and shall be made available to the public.
9. No person on the grounds of handicap, 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 Grant or in the employment practices of Grantee. The Grantee 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.
10. The Grantee agrees to carry adequate public liability and other appropriate forms of insurance.
11. The Grantee agrees to pay all taxes incurred in performance of the Grant.
12. The State shall have no liability except as specifically provided in the Grant.

13. The Grantee shall comply with all applicable Federal and State laws and regulations in the performance of the Grant.
14. The Grant shall be governed by laws of State of Tennessee.
15. The Grantee shall provide reports to the State as called for in Section A - Scope of Services.
16. Reimbursement for the cost of procuring goods, materials or services shall be subject to the Grantee's compliance with applicable federal procurement requirements. The determination of cost shall be governed by the cost principles set forth in Title 48 of the Code of Federal Regulations, Chapter 1, Part 31, relative to public contracts and property management.
17. Reimbursement for the cost of goods, materials, supplies, equipment and/or services shall require that such procurements be made on a competitive basis, including the use of competitive bidding procedures, where practical.

E. SPECIAL TERMS AND CONDITIONS

1. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
2. 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 State reserves the right to terminate the Grant upon written notice to the Grant. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date.
3. The Grantee agrees to be responsible for the accountability of equipment purchased with funds provided under this Grant, in which the State retains an interest, as described below:
 - a. The Grantee shall identify all equipment purchased in its reimbursement requests.
 - b. The Grantee shall maintain accounting records for all equipment purchased. Records shall contain the following:
 - i) Equipment description.
 - ii) Date of purchase.
 - iii) Equipment cost.
 - iv) Depreciation method.
 - v) Monthly depreciation amount.
 - c. The Grantee shall take legal title to all equipment purchased, subject to State's equitable interest therein, to the extent of its prorata share, based upon the State's contribution to purchase price.
 - d. The Grantee shall request written approval from State for any proposed disposition of equipment.
 - e. The Grantee shall notify State, in writing, of any equipment loss, describing reason(s) for the loss.
 - f. Upon termination of the Grant, where a further grantual relationship is not entered into, all equipment shall be disposed of in one of the following ways:
 - i) Equipment may be returned to State or transferred to any party designated by State by refunding to Grantee the prorata amount of the residual value based upon original contribution to purchase price; or
 - ii) Equipment may be retained by the Grantee through an agreement whereby State maintains control over the jurisdiction, utilization, and final dispositions of equipment; or

ATTACHMENT I
TOWN OF SPRING HILL
BUDGET LIST

One (1) Brush Chipper, gasoline fueled, 35 h.p.	<u>\$13,059.00</u>
TOTAL GRANT AMOUNT	\$13,059.00

TO: TEL NO.

STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION

AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSITS (ACH CREDITS)

NAME Town Account

FIN or SSN 62-0692693

I (we) hereby authorize the State of Tennessee, hereafter called the State, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my(our) Checking Savings account (select one) indicated below and the depository named below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

DEPOSITORY

NAME First Farmers & Merchant Bank BRANCH Spring Hill

CITY Spring Hill STATE TN ZIP 37174

TRANSIT/ABA NO. 064108113 ACCOUNT NO. 0017922

This authority is to remain in full force and effect until the State has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the State and DEPOSITORY a reasonable opportunity to act on it.

NAMES (S) June Pank
(PLEASE PRINT)

DATE 8-2-95 SIGNED X June Pank SIGNED X Charm Bentley

Attach deposit slip below

DEPOSIT TICKET

DATE _____ 19____
Checks and other items are received for deposit subject to the provisions of the Uniform Commercial Code or any applicable collection agreement.

87-811/641



TOWN OF SPRING HILL
P.O. BOX 789
SPRING HILL, TN 37174

CURRENCY		DOLLARS	CENTS
COIN			
CHECKS	LIST SINGLY		
	BE SURE EACH ITEM IS ENDORSED		
TOTAL FROM OTHER SIDE			
TOTAL			

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

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