

**GENERAL CAPITAL PROJECT
SUBFUND: CLD**

On March 6, 2006, County Commission approved entering into an agreement with the Tennessee Department of Transportation (TDOT) for funding assistance to replace the bridge over Cloyd Creek. Subfund CLD was established for this purpose.

Per the contract with TDOT (See Exhibit 9 and Exhibit 10), total cost was estimated at \$1,475,000 and would be covered as follows:

- 80% Federal Highway Bridge Replacement
- 16% State Bridge Grant Funds
- 4% Local Government Funds

Loudon County Government's portion of expenditures was estimated at \$59,000.

	Fiscal Year <u>2012-2013</u>	Fiscal Year <u>2013-2014</u>	Fiscal Year <u>2014-2015</u>	Fiscal Year <u>2015-2016</u>
Beginning Cash Balance	19,048.57	19,048.57	19,048.57	17,779.61
Revenue	-	-	-	
Expenditures	-	-	(1,268.96)	
Trans to Subfund SIM-11/3/15				(17,779.61)
Ending Cash Balance	<u>19,048.57</u>	<u>19,048.57</u>	<u>17,779.61</u>	<u>-</u>



**6/30/2016
Cash Balance**

Exhibit 9

CONTRACT NO: 050134

PROJECT ID NO: 106088.00

FEDERAL PROJECT NO: BRZE-5300(16)

This Contract is made and entered into by and between the State of Tennessee, Department of Transportation, hereinafter "Department", and Loudon County, hereinafter "Local Government", for the purpose of providing for management, funding and related matters of the Project described in Attachment "A" labeled "Funding" attached hereto and made a part hereof. The terms of said Attachment, is hereby made a part of this Agreement to the same extent as if set herein verbatim.

1. The probable costs and funding data for the phases of the Project to be managed by the Department are set out in items 2 and 3 of the attachment hereto.

The probable costs represent the best judgment of the Department, however, the parties recognize that the Department cannot control costs and necessary adjustments may be made, provided that if the probable cost of the construction phase is revised upward to an amount that exceeds the probable cost as set out in item 2 by more than twenty percent (20%), the Local Government shall have the authority to require the Department to cancel the construction phase by written notice to the Commissioner of Transportation, 700 James K. Polk State Office Building, Nashville, TN 37243-0349, received prior to advertisement for bids.

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 the event of cancellation, repayment of Federal and Department funds expended or unpaid and binding cost obligations for all phases managed by the Department shall be reimbursable, due and payable, as applicable, by the Local Government and the parties will agree by amendment hereto for the construction phase.

2. All phases of the Project will be managed by the Department unless otherwise provided in item 4 of the attachment hereto, in accordance with any one or more of the methods regularly used by the Department for similar projects.

3. When the construction phase begins, the Local Government may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the construction contract. If there is any failure, the Local Government shall give prompt written notification to the Department's Resident Engineer in charge.

4. Probable, adjusted and actual costs for which the Local Government is liable shall be made available to the Department by check, irrevocable letter of credit, or deposit to the Local Government Investment Pool, whenever requested.

Records of costs shall be kept by the Department and shall be available for inspection and copying by the Local Government during normal business

hours for a period not less than three (3) years following the completion or termination of the Project.

5. This Contract will be construed as terminated on prolonged inactivity of the Local Government and may be terminated by the Local Government in writing on reasonable advance notice. On termination, the Local Government shall reimburse the Department for expenditures of federal and Department funds and pay binding cost obligations.

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.

6. Transfer of Rights-of-Way. At no cost to the Department, the Local Agency will transfer or cause to be transferred to the State of Tennessee, in the case of a road on the state system of highways, or shall provide, in the case of a road not on the state system, all land required for right-of-way or easement purposes, as shown on the plans, that is owned by the Local Agency or by any of its instrumentalities and that is presently in use for, or dedicated for, road or other public way purposes.

7. Relocation of Utilities.

a) City-owned. Where utility facilities owned by the Local Agency or one of its instrumentalities are located within the proposed right-of-way of the

project, the Local Agency will be responsible for such relocation or adjustment of those facilities as the Department determines is necessary. The Department will give the Local Agency written notice of such a determination.

(b) Other Utilities. The Department shall be primarily responsible for acting to obtain the relocation or adjustment of utility facilities owned by entities other than the Local Agency located within the proposed right-of-way of the

project on property presently owned by the Local Agency. However, upon written notice from the Department, the Local Agency agrees that it will take whatever action necessary to obtain removal or adjustment of any of the above, described facilities.

8. The Local Government agrees to maintain and provide electric power to all electrically operated devices, together with their related equipment, wiring and appurtenances together with signs regulating traffic using its streets and roads, that are installed pursuant to the Project.

9. The parties agree to joint or several cooperation to meet the obligations direct and indirect imposed by federal and state law and regulations including without limitation the provisions of T.C.A., Section 54-1-126, requiring the Local Government to be solely responsible for maintenance of certain facilities.

10. 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

ATTACHMENT "A"
FUNDING
CONTRACT NO. 050134

1. PROJECT DESCRIPTION

Project Identification Number: 106088.00

Local Route: 1220

Bridge on Unitia Rd (Cloyd Creek Embayment) over Cloyd Creek (LM 1.72)

Federal Project Number:		BRZE-5300(16)
State Project Numbers:	PE	53014-1405-94
	ROW	53014-2405-94
	Const	53014-3405-94

2. PRELIMINARY ENGINEERING	\$75,000.00
RIGHT-OF-WAY	\$25,000.00
CONSTRUCTION	\$1,245,000.00

3. FUNDING DATA

(a) Eighty percent (80%) of the actual cost will be paid from 23 U.S.C.A., Section 144, Highway Bridge Replacement and Rehabilitation Program funds allocated or subject to allocation to the Local Government.

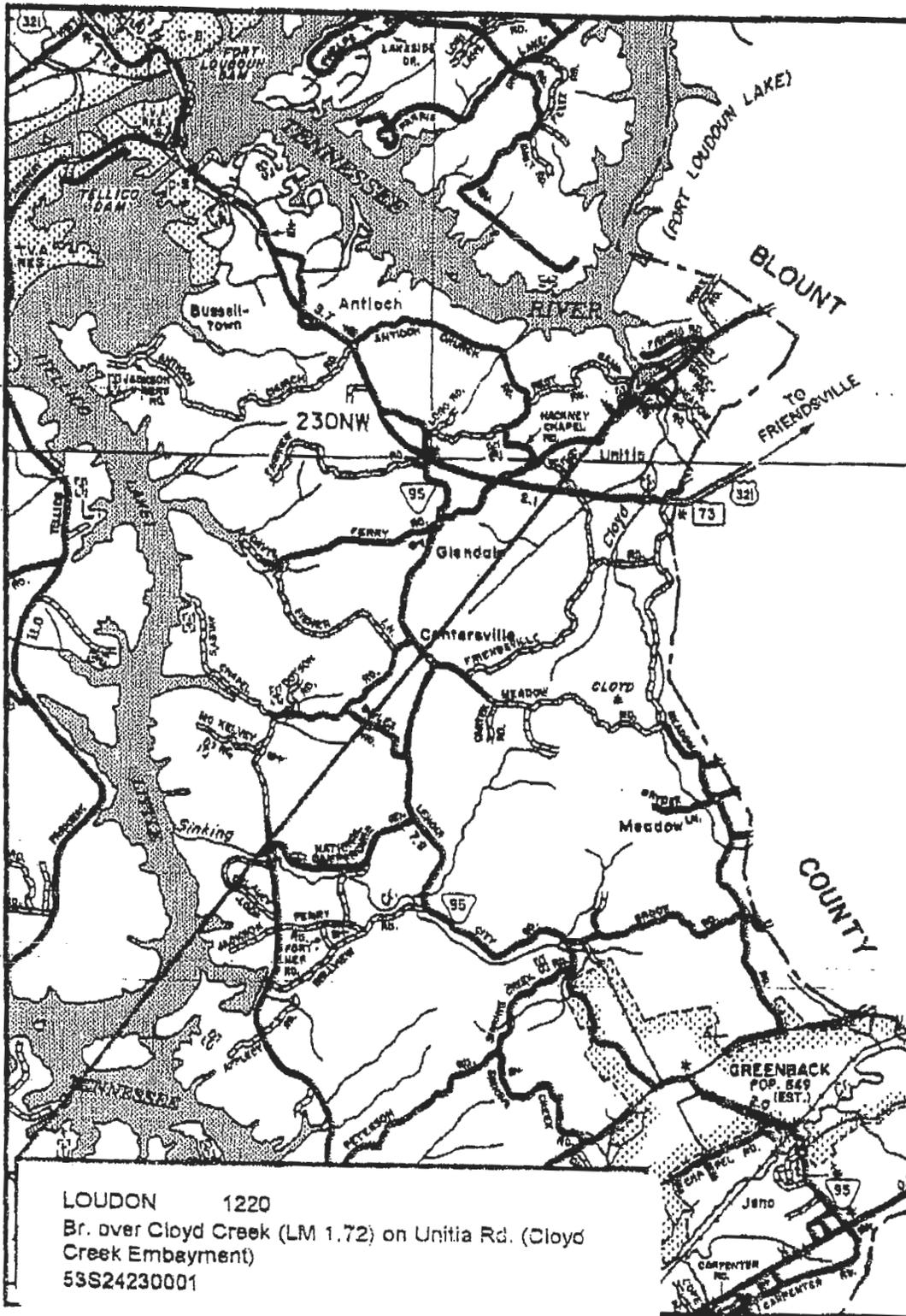
(b) Sixteen percent (16%) of the actual cost will be paid from State Bridge Grant funds.

(c) Four percent (4%) of the actual cost will be paid from Local Government funds.

(d) One hundred percent (100%) of the actual cost will be paid from Local Government funds following expenditure of said 23 U.S.C.A., Section 144, funds allocated or subject to allocation, or if the use of said funds is ruled ineligible at any time by the Federal Highway Administration.

4. None

LOUDON COUNTY



LOUDON 1220
Br. over Cloyd Creek (LM 1.72) on Unitia Rd. (Cloyd
Creek Embayment)
53S24230001

Contract upon written notice to the Local Government. Said termination shall not be deemed a breach of Contract by the Department. 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.

11. The books, records, and documents of the Local Government insofar as they relate to any work performed or money received under this contract, shall be maintained for a period of three (3) full years following completion of the project and shall be subject to audit at any reasonable time and upon reasonable notice by the Department, the Comptroller of the Treasury, or their duly appointed representatives. Any financial statements shall be prepared in accordance with generally accepted accounting principles.

12. This Contract is subject to future written amendments.

In Witness Whereof, the parties have caused this Contract to be executed by their respective authorized officials on this 7th day of June 2006.

Loudon County

STATE OF TENNESSEE
DEPARTMENT OF
TRANSPORTATION

By: Don Palmer
Don Palmer
Road Superintendent

By: Gerald F. Nicely
Gerald F. Nicely
Commissioner

APPROVED AS TO FORM AND
LEGALITY

By: John Reinbold
John Reinbold
General Counsel

Exhibit 10

EXHIBIT "A"

CONTRACT 050134

PROJECT IDENTIFICATION NO.: 106088.00

PROJECT DESCRIPTION: Unitia Road, Bridge over Cloyd Creek, LM 1.72 (Cloyd Creek Embayment)

FUNDING:

PHASE PE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED
	HPP	80	16	4	\$60,000.00

PHASE ROW	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED
	HPP	80	16	4	\$170,000.00

PHASE CONST	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED
	HPP	80	16	4	\$670,000.00
	HPP	80	16	4	\$250,000.00
	BRR-L	80	16	4	\$325,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said funds are ruled ineligible by the Federal Highway Administration.

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETY-LU) provides funding for the development of the herein-described project as denoted below, which is comprised of 80% federal funds. These funds do not indicate reductions made by the Federal Highway Administration and out of the Department's control. It is hereby understood and agreed between the parties that the funding provided hereunder will be available in increments as described below. The Agency understands and agrees that Federal Funds cannot be expended until they are received.

	TN-186 \$720,000	TN-240 \$200,000
FY 2005:	20%	20%
FY 2006:	20%	20%
FY 2007:	20%	20%
FY 2008:	20%	20%
FY 2009:	20%	20%

Legislative Authority:

HPP: ISTEA, TEA-21, SAFETEA-LU and associated appropriations acts.

BRZE: 23 U.S.C.A., Section 144, Highway Bridge Replacement and Rehabilitation Program

NOTE: Where the local government is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown

Fund : 171- General Capital Projects - Cloyd Creek Bridge On
 Unitia Rd

Account Number	Account Description	Balance
Assets		
171-CLD-11140- - -	Cash With Trustee	0.00
	Total Assets	0.00
	Total Assets and Deferred Outflows of Resources	0.00
Equities		
171-CLD-39000- - -	Unassigned	0.00
	Total Equities	0.00
	Total Liabilities, Deferred Inflows of Resources, and Fund Bala	0.00
Fund Totals:	171-CLD General Capital Projects - Cloyd Creek Bridge On Unitia Rd	0.00

Balance Sheet
JUNE 30, 2015

171 GENERAL CAPITAL PROJECTS

CLD CLOYD CREEK BRIDGE ON UNITIA RD

Fnd-Funct-Obj	Sub Cost Fnd-Centr-Obj	Account Name	Amount
ASSETS			
171-11140-	-CLD	CASH WITH TRUSTEE	17,779.61
171-14500-	-CLD	EXPENDITURES - CURRENT YEAR (CONTROL)	1,268.96
TOTAL ASSETS			19,048.57
LIABILITIES			
171-28100-	-CLD	APPROPRIATIONS (CONTROL)	19,048.00-
TOTAL LIABILITIES			19,048.00-
EQUITIES			
171-39000-	-CLD	UNASSIGNED	19,048.57-
171-39000-	-CLD	BUDGET UNASSIGNED	19,048.00
TOTAL EQUITIES			0.57-
Fund Is In Balance			0.00

G/L Month: 06 JUNE
 Beginning Fund: 171 Beginning Sub Fund: CLD
 Ending Fund: 171 Ending Sub Fund: CLD

* End of Report: LOUDON CO CENTRAL ACCOUNTING *

Balance Sheet
JUNE 30, 2014

171 GENERAL CAPITAL PROJECTS

CLD CLOYD CREEK BRIDGE ON UNITIA RD

Fnd-Funct-Obj	Sub Cost Fnd-Centr-Obj	Sub Obj	Account Name	Amount
ASSETS				
171-11140-	-CLD		CASH WITH TRUSTEE	19,048.57

TOTAL ASSETS				19,048.57
LIABILITIES				
171-28100-	-CLD		APPROPRIATIONS (CONTROL)	19,049.00-

TOTAL LIABILITIES				19,049.00-
EQUITIES				
171-39000-	-CLD		UNASSIGNED	19,048.57-
171-39000-	-CLD		BUDGET UNASSIGNED	19,049.00

TOTAL EQUITIES				0.43

Fund Is In Balance				0.00
				=====

G/L Month: 06 JUNE
 Beginning Fund: 171 Beginning Sub Fund: CLD
 Ending Fund: 171 Ending Sub Fund: CLD

* End of Report: LOUDON CO CENTRAL ACCOUNTING *

Balance Sheet
JUNE 30, 2013

171 GENERAL CAPITAL PROJECTS

CLD CLOYD CREEK BRIDGE ON UNITIA RD

Fnd-Funct-Obj-Fnd-Centr-Obj	Sub Cost Sub	Account Name	Amount
ASSETS			
171-11140-	-CLD	CASH WITH TRUSTEE	19,048.57
TOTAL ASSETS			----- 19,048.57
LIABILITIES			
171-28100-	-CLD	APPROPRIATIONS (CONTROL)	19,049.00-
TOTAL LIABILITIES			----- 19,049.00-
EQUITIES			
171-39000-	-CLD	UNASSIGNED	19,048.57-
171-39000-	-CLD	BUDGET UNASSIGNED	19,049.00
TOTAL EQUITIES			----- 0.43
Fund Is In Balance			----- 0.00 =====

G/L Month: 06 JUNE
 Beginning Fund: 171 Beginning Sub Fund: CLD
 Ending Fund: 171 Ending Sub Fund: CLD

* End of Report: LOUDON CO CENTRAL ACCOUNTING *