

# **Mt. Juliet, Tennessee**

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122



## **Agenda**

**Monday, January 27, 2025**

**6:30 PM**

**Commission Chambers**

**Board of Commissioners**

- 
1. **Workshop 5:15 PM**
    - 1.A. Discussion of RFP for City owned property in the Downtown area [1025](#)  
**Sponsors:** Board of Commissioners, City Manager Kenny Martin  
**Attachments:** [Public Notice - Workshop - 1-27-25](#)
  2. **Presentations 6:00 PM**
    - 2.A. **Read to Succeed - Local Rotary Clubs**
  3. **Public Hearing 6:15 PM**  
Citizens Comments limited to three (3) minutes per person - Ordinance 2023-15
    - 3.A. Public Hearing - 2nd Reading [1027](#)  
**Attachments:** [Public Notice - 2nd Reading - 1-27-25](#)
  4. **Call to Order & Declare a Quorum Present**
  5. **Set Agenda**
  6. **Invocation & Pledge of Allegiance**
  7. **Approval of Minutes**
    - 7.A. Meeting Minutes 1-13-25 [1028](#)  
**Attachments:** [Meeting Minutes 1-13-25](#)
  8. **Citizens Comments**  
Citizens Comment Limited to three (3) minutes per person - Ordinance 2008-24
  9. **Commissioner Reports & Comments**
  10. **City Manager's Report**
  11. **Unfinished Business - Ordinances - 2nd Reading - Consent**
    - 11.A. AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE 2024-25 TO APPROPRIATE FUNDS FOR THE CENTRAL PIKE INTERCHANGE PROJECT [0991](#)  
**Sponsors:** James Maness, Art Giles, Commissioner  
**Attachments:** [2025- Amend Capital Proj budget for ROW ph of Central Pike Interchange](#)  
**Legislative History**  
1/13/25 Board of Commissioners recommended for approval to the Board of Commissioners
-

- 11.B.** AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE (ORDINANCE 2024-25) TO APPROPRIATE FUNDS FOR OBTAINING OWNERSHIP OF WEST ELEMENTARY SCHOOL'S SEWER INFRASTRUCTURE **0992**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [Draft Ordinance re Budget Amendment for West Elementary Pump Station](#)

**Legislative History**

1/13/25 Board of Commissioners recommended for approval to the Board of Commissioners

**12. Resolutions**

- 12.A.** A RESOLUTION APPROVING THE WILSON COUNTY BOARD OF EDUCATION'S CONVEYANCE OF LAND CONTAINING WEST ELEMENTARY SCHOOL'S SEWER PUMP STATION **1016**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Resolution Accepting Warranty Deed for West Elementary Pump Station Land](#)  
[Warranty Deed \(Wilson County Board of Education\) 8.5x11 Sewer Pump Location West Elem 1.6.24](#)

**Legislative History**

1/16/25 Planning Commission \*\*Positive Recommendation to the Board of Commissioners

- 12.B.** A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE UTILITY RELOCATION PORTION OF TDOT'S LEBANON ROAD WIDENING PROJECT BETWEEN TERRACE HILL ROAD AND ADELES GARDEN ROAD AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT **1029**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [Resolution Approving Agreement with TDOT for Utility Relocation on Lebanon Road](#)  
[Resolution Approving Agreement with TDOT for Utility Relocation on Lebanon Road - Executive Summary](#)  
[Utility Relocation Contract \(Contract No 9485\)](#)  
[Utility Relocation Contract \(Contract No 9485\) - Request Letter for Deposit](#)  
[Resolution 60-2022 \(relevant portions\)](#)

**13. Adjournment**



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

---

**File #:** 1025

**Agenda Date:** 1/27/2025

**Agenda #:** 1.A.

---

**Title:**

Discussion of RFP for City owned property in the Downtown area

## Public Notice

The City of Mt. Juliet Board of Commissioners will hold a workshop on Monday, January 27, 2025, at 5:15 PM - 6:00 PM to discuss and consider the vision and the issuance of a Request for Proposal (RFP) for the redevelopment of the downtown area.

The public is invited to attend.

Kenneth D. Martin, City Manager

City of Mt. Juliet



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

---

**File #:** 1027

**Agenda Date:** 1/27/2025

**Agenda #:** 3.A.

---

**Title:**

Public Hearing - 2nd Reading

## **Public Notice**

The Board of Commissioners of the City of Mt. Juliet will consider the following on 2<sup>nd</sup> and final reading on January 27, 2025, at 6:15 PM:

- An ordinance amending the fiscal year 2024/2025 budget ordinance (Ordinance 2024-25) to appropriate funds for obtaining ownership of West Elementary School's sewer infrastructure
- An ordinance amending the fiscal year 2024/2025 budget ordinance 2024-25 to appropriate funds for the Central Pike Interchange Project

The public is invited to attend and comment.

Kenneth D. Martin, City Manager

City of Mt. Juliet



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

---

**File #:** 1028

**Agenda Date:** 1/27/2025

**Agenda #:** 7.A.

---

**Title:**

Meeting Minutes 1-13-25



# **Mt. Juliet, Tennessee**

*2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122*



## **Meeting Minutes**

**Monday, January 13, 2025**

**6:30 PM**

**Commission Chambers**

**Board of Commissioners**

**1. Public Hearing 6:15 PM**

Citizens Comments limited to three (3) minutes per person - Ordinance 2023-15

Ryan Carr, 320 Midtown Trail in Silver Springs: Opposed to the addition of Silver Springs.

Veronica Bender, previous principal of WA Wright: Supports Silver Springs & Universal Builders.

Lonnie Bender, 680 Poplar Drive: Supports Silver Springs & Universal Builders - As an owner of the land they will sell it.

Emily Gill, 145 Karen Drive: Opposed to Silver Springs.

Lynn Baer 158 Karen Drive: Opposed to Silver Springs.

**Rollcall**

**Present:** Commissioner Art Giles, Vice Mayor and Commissioner Bill Trivett, Mayor James Maness, Commissioner Jennifer Milele, and Commissioner Scott Hefner

**2. Call to Order & Declare a Quorum Present**

Mayor Maness called the Board of Commissioners to order and declared a quorum present.

**3. Set Agenda**

As published.

**4. Invocation & Pledge of Allegiance**

Cub Scout Pack 153 lead the Pledge of Allegiance and Invocation.

**5. Approval of Minutes**

A motion was made by Vice Mayor and Commissioner Trivett, seconded by Commissioner Milele, that this be accepted. The motion failed by the following vote:

**RESULT:** ACCEPTED

**MOVER:** Bill Trivett

**SECONDER:** Jennifer Milele

**5.A. Approval of December 9, 2024 Minutes**

**Attachments:** [Minutes of 12-9-24](#)

This Minutes was approved.

**RESULT:** APPROVED

**MOVER:** Bill Trivett

**SECONDER:** Jennifer Milele

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**6. Citizens Comments**

Citizens Comment Limited to three (3) minutes per person - Ordinance 2008-24

Lynn Baer, 18 Karen Drive - Continuation of prior comments opposing Silver Springs  
Sally Robertson, 423 Willis Pass: Supports Safe Routes to Library Grant - OLDR and Jackson Trail is dangerous

Michael Thomas, Opposes Silver Springs next to blasting currently

Kenneth Blankenship, 303 Midtown Trail: Opposes Silver Springs

Ryan Carr, 320 Midtown Trail: Opposes Silver Springs

Susan Parker, 119 Karen Drive: Opposes Silver Springs

Steven Heckendorf, 393 Page Drive: Appreciates the clearing of the streets during the snow.

Agree with stipulations on the money for the Central Pike Interchange.

Mike Weston, 142 Karen Drive: Opposes Silver Springs

Clyde Hicks, 143 Karen Drive: Opposes Silver Springs

## 7. Commissioner Reports & Comments

Commissioner Giles: Thanked Public Works for the work on the roads prior and during the snow. Thanked the Police during the snow and each day for all they do. Thanked Mike and Brenda Earle with their work with BPAC and the work they put into the Walk to School program.

Vice Mayor Trivett: Thanked everyone in attendance and online. Thanked staff for the tremendous work on the roads during the snow. Thanks to Fire and Police for all the work over the past few weeks. The Silver Springs landowners are local and have been paying taxes and he appreciates a local builder and him taking his time in completing the prior phases. If we continue to let the developments come through the county then we miss out on road improvements, sidewalks, etc. Each development that is built is not wanted by the current residents. We do need to look at opportunities to make improvements. We have an .11 cent property tax while others have close to \$1.00. All city departments are forward thinking. All Commissioners devote approx. 40 hours a week to being a Commissioner. Reach out to him whether in his district or not. To the developers he wants to see safety when he drives by the job sites. Make the site safe and clean up the mess. City staff will hold you accountable.

Commissioner Hefner: Appreciates everyone attending and the comments. Public Works did a fantastic job with the roads during the snow event. The additional snow plows allowed us to get to other areas. In the recent census Mt. Juliet saw a 3.2 % increase while Lebanon had a 15 % increase. Traffic is a concern of his. He is concerned over the progress on the Lebanon Road widening and slow move in building the existing Silver Springs. Years of work goes into widening a road, prior to seeing the cones on the streets.

Commissioner Milele: Had knee replacement 2 weeks ago and this is why she is on a walker. Appreciates everyone attending and expressing the concerns. Been here 40 years and have seen lots of changes. Liquor By the Drink, which was voted on by the residents, and Sewer bring the growth. Property owners have property rights to sell and develop their property. No one blames a property owner the right to sell their property. If I had the money I would buy the property to sit on for the wild life. Proud of the quality of the subdivisions we require as compared to the County. It is unlikely that the school will be moved. When a school reaches

85% capacity then the Wilson County School Board goes out to look out for land.

Mayor Maness: Wished the Vice Mayor and District 3 Commissioner a belated Happy Birthday. We had staff working 12 or more hours and sleeping on cots during the recent snow event. We are more proactive on state roads to treat before the snow/ice arrives. It takes dedicated staff to make this happen. Happy New Year to all.

**8. City Manager's Report**

Thanked everyone for attending tonight. Appreciates the respect shown to the Cub Scouts tonight. Takes great pride in serving this city for 35 years. Everyone is dealing with issues that we are unaware of, you don't know what the other person is dealing with. If you are drinking and driving stop. Thanked Public Works for always taking his call all times of the day. We mow all ROW's in the City, we are one of the few Cities with EMS, we have a triple AAA bond rating. Police and Fire thanks for keeping our citizens safe.

**9. Unfinished Business - Annexation and Rezone of Rosemont**

**9.A.** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE ROSEMONT PROPERTY, LOCATED AT 1826 BENDERS FERRY ROAD MAP 049 PARCELS 15.07, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY

**Attachments:** [Rosemont POS](#)

Mayor Maness stated that items 9 A, 9 B, 9 C & 9 D would be considered together with no objection. No objections voiced. (Rosemont)

A motion was made by Commissioner Milele, seconded by Commissioner Giles, that this Resolution be adopted. The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**9.B.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 19.64 ACRES, PROPERTY KNOWN AS ROSEMONT, LOCATED 1826 BENDERS FERRY ROAD, MAP 049, PARCEL 015.07, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

**Attachments:** [Rosemont PMDP PUD,AX SR](#)

[Rosemont POS](#)

[Rosemont 1826 Benders Ferry Rd Exhibit B 10 21 24](#)

[Rosemont AX ORD](#)

[Rosemont Legal Desc](#)

A motion was made by Commissioner Milele, seconded by Commissioner Giles, that this Ordinance be adopted. The motion carried by the following vote:

**RESULT:** ADOPTED  
**MOVER:** Jennifer Milele  
**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**9.C.** A RESOLUTION IN MEMORANDUM OF ORDINANCE \_\_\_ RELATIVE TO THE ANNEXATION OF THE PROPERTY KNOWN AS ROSEMONT, LOCATED AT 1826 BENDERS FERRY RD, MAP 049, PARCEL 015.07

**Attachments:** [Res in Memorandum Relative to Annexation - Rosemont](#)

A motion was made by Commissioner Milele, seconded by Commissioner Giles, that this Resolution be adopted. The motion carried by the following vote:

**RESULT:** ADOPTED  
**MOVER:** Jennifer Milele  
**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**9.D.** AN ORDINANCE TO REZONE APPROXIMATELY 19.64 ACRES OF PROPERTY AT 1826 BENDERS FERRY ROAD, MAP 049, PARCEL 015.07 FROM RS-40 TO RS-30 PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR ROSEMONT

**Attachments:** [Rosemont PMDP PUD,AX SR](#)  
[Rosemont 1826 Benders Ferry Rd Exhibit B 10 8 24](#)  
[Rosemont Legal Desc](#)  
[Rosemont PMDP PUD ORD](#)  
[Rosemont Rezone after 2nd reading amendments](#)

Commissioner Giles thanked the developer for contributing the \$7,500.00 per lot for the widening of Lebanon Road.

Commissioner Giles asked Tulsi Patel, Developer if they were OK with making the sidewalk 10 foot wide.

Tulsi Patel stated that they agreed with the 10 foot sidewalks.

Motion made by Commissioner Giles to add #25 under Public Works to state that "A ten (10) foot multi use path along Benders would be constructed, 2nd by Vice Mayor Trivett.

Vote on 1st Amendment:  
 Vote Yea: Unanimous

Back on ordinance as 1x amended:

A motion was made by Commissioner Milele, seconded by Commissioner Giles, that

this Ordinance be adopted. The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**10. Unfinished Business - Annexation, Rezone, and Land Use Amendment of Silver Springs**

**10.A.** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE SILVER SPRINGS PHASE 8-13 PROPERTY, LOCATED AT 9621 LEBANON ROAD MAP 054 PARCELS 045.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY

**Attachments:** [Silver Springs POS](#)

Mayor Maness stated items 10 A, 10 B, 10 C, 10 D and 10 E would be considered together without objection. No objection voiced. (Silver Springs Phases 8 - 13)

This Resolution was adopted.

Resolution # 03-2025

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, and Commissioner Milele

**Nay:** Commissioner Hefner

**10.B.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 47.39 ACRES, PROPERTY KNOWN AS SILVER SPRINGS PH. 8, LOCATED 9621 LEBANON ROAD, MAP 054, PARCEL 045.00, AND LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY.

**Attachments:** [Silver Springs Ph 8 AX, PUD Amend SR](#)  
[Silver Springs Phase 8 PoS](#)  
[Silver Springs Ph 8 LEGAL DESCRIPTION](#)  
[Silver Springs Ph. 8-13 Exhibit B- Annexation 7-12-24](#)  
[Silver Springs Ph. 8 AX ORD](#)

A motion was made by Commissioner Milele, seconded by Commissioner Giles, that this Ordinance be adopted. The motion carried by the following vote:

Ordinance # 2025-03

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, and Commissioner Milele

**Nay:** Commissioner Hefner

**10.C.** A RESOLUTION IN MEMORANDUM OF ORDINANCE \_\_\_ RELATIVE TO THE ANNEXATION OF THE PROPERTY KNOWN AS SILVER SPRINGS, LOCATED AT 9621 LEBANON RD, MAP 054, PARCEL 045.00

**Attachments:** [Res in Memorandum Relative to Annexation - Silver Springs](#)

A motion was made by Commissioner Milele, seconded by Commissioner Giles, that this Resolution be adopted. The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, and Commissioner Milele

**Nay:** Commissioner Hefner

**10.D. AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS SILVER SPRINGS PH. 8 LOCATED AT 9621 LEBANON ROAD, MAP 054, PARCEL 045.00, FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL.**

**Attachments:** [Silver Springs Ph. 8-13 Exhibit A- LUA 7-12-24](#)  
[SilverSpringsPh8 LUA ORD](#)

Motion made by Commissioner Milele on amend the LUA ordinance to state exhibit A instead of B, 2nd by Mayor Maness

Vote on Ordinance as 1x amended:  
Vote Yea: Unanimous

This Ordinance was referred to the Board of Commissioners for 1st Reading on 2/24/2025 and 2nd Reading on 3/10/25

**RESULT:** REFERRED

**MOVER:** Jennifer Milele

**SECONDER:** Art Giles

**10.E. AN ORDINANCE TO REZONE APPROXIMATELY 47.39 ACRES OF PROPERTY AT 9621 LEBANON ROAD, MAP 054, PARCEL 045.00 FROM WILSON COUNTY A-1 TO RS-20 PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR SILVER SPRINGS PH. 8**

**Attachments:** [Silver Springs Ph 8 AX, PUD Amend SR](#)  
[Silver Springs Ph 8 LEGAL DESCRIPTION](#)  
[Silver Springs Ph. 8-13 Exhibit B- PUD Amendment 10-21-24](#)  
[Silver Springs Ph. 8 PMDP PUD ORD](#)

Tom White representing Silver Springs, stated that they are committed to the voluntary contribution of \$7,500.00 per lot for the widening of Lebanon Road. The Bender family

is very committed to the community and are trying to do the right thing. HOA's are a private matter and not a matter of the BoC. All developers maintain the HOA until the end. The developer has the biggest investment. Being a HOA board member and elected official is a thankless job. Thanked the Bender family.

Mike Wyre, Engineer: They have worked with Todd Serbent City Traffic Engineer and have sent a proposed route to 70 for a construction route. They are willing to reduce the number of lots by 6 lots.

Discussion was held.

Motion made by Commissioner Giles that a Voluntary Contribution of \$7,500 per lot to be paid when the Erosion Control Permit is pulled and to be allocated to the widening of Lebanon Road, 2nd by Vice Mayor Trivett.

Vote on 1st Amendment:

Vote Yea: Unanimous

Back on original ordinance as 1x amended:

Motion made by Mayor Maness to amend said ordinance to state " As agreed upon by staff, all construction traffic for Phases 8-13 shall utilize a separate construction entrance whenever physically possible. No construction activity for Phases 8-13 shall commence until this designated construction entrance has been completed and is fully operational", 2nd by Vice Mayor Trivett.

Vote on 2nd Amendment:

Vote Yea: Unanimous

Back on Ordinance as amended 2x's:

Discussion was held.

Mayor Maness stated that without objection all Ordinances and Resolutions would be changed to state Phases 8-13, No objections voiced.

Discussion was held.

Motion made by Mayor Maness to amend said ordinance:

- 1) Public Works comment #9 that sidewalk on Mill Cove Road will connect to Karen Drive
- 2) Public Workks comment # 11 to be removed.
- 3) Public Works comment # 18 to be removed.
- 4) Add to Public Works comment # 19 at the 35th Certificate of Occupancy (CO).

2nd by Commissioner Giles.



Vote on 3rd Amendment:  
Vote Yea: Unanimous

Back on Ordinance as 3x's amended.

Discussion was held.

Motion made by Commissioner Giles to amend the sidewalk width from 6 feet to 10 feet with a grass strip to be completed on Benders Ferry and to be completed by the 35th Certificate of Occupancy (CO), 2nd by Vice Mayor Trivett

Vote on 4th Amendment:  
Vote Yea: Unanimous

Vote on Items 10 A, 10 B, 10 C, 10 D, and 10 E (Silver Springs Phases 8-13):

This Ordinance was adopted.

**RESULT:** ADOPTED  
**MOVER:** Jennifer Milele  
**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, and Commissioner Milele

**Nay:** Commissioner Hefner

**11. Unfinished Business - Ordinances - Second Reading**

**11.A. AN ORDINANCE AMENDING ORDINANCE 2024-31 THAT EXTENDED THE SUNSET DATE UNTIL DECEMBER 31, 2024 WHICH AMENDED ORDINANCE 2024-05 PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET KNOWN AS THE ZONING REGULATIONS BY AMENDING ARTICLE III, USE REGULATIONS ADDING SECTION 3-108 TEMPORARY EVENTS, USES AND PORTABLE BUILDING, TO INCLUDE MOBILE FOOD VENDOR (FOOD TRUCKS) REGULATIONS FOR RESIDENTIAL AND INDUSTRIAL DISTRICTS TO EXTEND THE SUNSET DATE FROM DECEMBER 31, 2024 UNTIL DECEMBER 31, 2025**

**Attachments:** [Ord to extend sunset for Mobile Food Vendors 2024-31 Food Trucks extension until 12-31-24](#)  
[2024-05 Food Trucks](#)

A motion was made by Commissioner Hefner, seconded by Commissioner Giles, that this Ordinance be adopted. The motion carried by the following vote:

**RESULT:** ADOPTED  
**MOVER:** Scott Hefner

**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**12. New Business - Ordinances - First Reading**

**12.A.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 1.32 ACRES, PROPERTY LOCATED AT 2460 OLD LEBANON DIRT ROAD, MAP 073, PARCEL 071.00 AND LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY..

**Attachments:** [2460 OLDR AX SR](#)  
[2460 Old Lebanon Dirt Road POS](#)  
[2460 OLDR City Property AX ORD](#)  
[2460 OLDR Legal Desc](#)  
[ROW Old Lebanon Dirt Road Annexation 10 17 24 Exhibit B](#)

Mayor Maness stated that items 12 A: Annex 2460 Old Lebanon Dirt Road, 12 B: Annex 1191 Nonaville Road, 12 C: Annex 8790 Saundersville Road, 12 D: Amend Land Use for Chrisman Property - 0 Karen Drive, 12 E: Annex Chrisman Property 9127 Lebanon Road, and 12 F: Rezone Chrisman Property - 9127 Lebanon Road would be considered together without objection, No objections voiced.

Public Works Director Matt White stated that item 12 A: Annexation of 2460 Old Lebanon Dirt Road (OLDR) was due to the widening of OLDR.

This Ordinance was recommended for approval to the Board of Commissioners due back on 2/10/2025

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Jennifer Milele

**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**12.B.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 1.02 ACRES, PROPERTY LOCATED AT 1191 NONAVILLE ROAD, MAP 050, PARCEL 098.00 AND LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY.

**Attachments:** [1191 Nonaville Rd AX SR](#)  
[1191 Nonaville Rd POS](#)  
[1191 Nonaville Rd AX ORD](#)  
[1191 Nonaville Road Legal Desc](#)  
[1191 Nonaville Road Annexation 10 17 24 Exhibit B](#)

A motion was made by Commissioner Milele, seconded by Commissioner Giles, that this Ordinance be recommended for approval to the Board of Commissioners, on

meeting date of 2/10/2025. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Jennifer Milele

**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 12.C.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 1 ACRE OF PROPERTY LOCATED AT 8790 SAUNDERSVILLE ROAD, MAP 032H, GROUP A, PARCEL 009.00 AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

**Attachments:** [8790 Saundersville Road AX SR](#)

[8790 Saundersville Road POS](#)

[8790 saundersville rd AX ORD](#)

[8790 Saundersvile Rd Exhibit B- Annexation 12-30-24](#)

A motion was made by Commissioner Milele, seconded by Commissioner Giles, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 2/10/2025. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Jennifer Milele

**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 12.D.** AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS THE CHRISMAN PROPERTY, LOCATED AT 0 KAREN DRIVE, MAP 054, PARCEL 063.00 FROM LOW DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL

**Attachments:** [Chrisman Properties LUA,RZ,AX SR](#)

[Chrisman Property LUA ORD](#)

[Chrisman Properties Legal Desc](#)

[Chrisman Properties Exhibit B- LUA 12-31-24](#)

A motion was made by Commissioner Milele, seconded by Commissioner Giles, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 2/10/2025. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Jennifer Milele

**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 12.G.** AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE 2024-25 TO APPROPRIATE FUNDS FOR THE CENTRAL PIKE INTERCHANGE PROJECT

**Attachments:** [2025- Amend Capital Proj budget for ROW ph of Central Pike Interchange](#)

This item was considered and voted upon after item 13B:(Approve TDOT agreement - Central Pike Interchange). A motion was made by Commissioner Milele, seconded by Commissioner Giles, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 2/10/2025. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL  
**MOVER:** Jennifer Milele  
**SECONDER:** Art Giles

**12.H. AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE (ORDINANCE 2024-25) TO APPROPRIATE FUNDS FOR OBTAINING OWNERSHIP OF WEST ELEMENTARY SCHOOL’S SEWER INFRASTRUCTURE**

**Attachments:** [Draft Ordinance re Budget Amendment for West Elementary Pump Station](#)

A motion was made by Vice Mayor and Commissioner Trivett, seconded by Commissioner Hefner, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 1/27/2025. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL  
**MOVER:** Bill Trivett  
**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**12.E. AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 3.53 ACRES, PROPERTY KNOWN AS THE CHRISMAN PROPERTY, LOCATED AT 9127 LEBANON ROAD, MAP 054, PARCELS 063.00, 064.00, 065.00 AND LOCATED WITHIN THE CITY’S URBAN GROWTH BOUNDARY.**

**Attachments:** [Chrisman Properties LUA,RZ,AX SR](#)  
[Chrisman Prop. POS](#)  
[Chrisman Properties AX ORD](#)  
[Chrisman Properties Legal Desc](#)  
[Chrisman Properties Exhibit B- Annexation 12-31-24](#)

A motion was made by Commissioner Milele, seconded by Commissioner Giles, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 2/10/2025. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL  
**MOVER:** Jennifer Milele  
**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**12.F. AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS THE CHRISMAN PROPERTIES, LOCATED 9127 LEBANON ROAD, APPROXIMATELY 3.53 ACRES, MAP 054, PARCELS 063.00, 064.00, 065.00 FROM RS-40 TO CNS.**

- Attachments:** [Chrisman Properties LUA,RZ,AX SR](#)  
[Chrisman Properties RZ ORD](#)  
[Chrisman Properties Legal Desc](#)  
[Chrisman Properties Exhibit B- Rezone 12-6-24](#)

A motion was made by Commissioner Milele, seconded by Commissioner Giles, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 2/10/2025. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Jennifer Milele

**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**13. Resolutions**

**13.A. A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE ITS AND SIGNAL IMPROVEMENT, PHASE II PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT**

- Attachments:** [2025-01-13, ITS Construction Contract Resolution](#)  
[2025-01-13, ITS Construction Contract Resolution - Exec Summary](#)  
[S & W contract signature pages](#)  
[PIN 127895.00 Mt. Juliet ITS Bid Tabs 12-3-2024](#)

A motion was made by Commissioner Giles, seconded by Commissioner Milele, that this Resolution be adopted. The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** Art Giles

**SECONDER:** Jennifer Milele

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**13.B. A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CENTRAL PIKE INTERCHANGE PROJECT AND TO REVISE THE STIPULATIONS FOR THE CITY'S MONETARY CONTRIBUTION TOWARDS THE CENTRAL PIKE INTERCHANGE PROJECT**

**Attachments:** [2025-01-13, Resolution TDOT contract and establish stipulations](#)  
[2025-01-13, Resolution TDOT contract and establish stipulations - Exec Summary](#)  
[PIN 124884.00 Mt Juliet Amnd 1 DRAFT 120624](#)

Discussion was held.

Motion made by Commissioner Giles to amend said Resolution to state " Prior to the Mayor signing the contract amendment TDOT shall insert the stipulations, as outlined in the resolution" 2nd by Mayor Maness.

Discussion was held

Vote on 1st Amendment:

Vote Yea: Giles, Hefner, Maness, Milele

Absent: Trivett (stepped away from the table)

Back on Resolution as 1x amended:

Vice Mayor Trivett returned to the table.

After consideration of this Resolution the BoC considered item 12G: Budget Amendment for the Central Pike Interchange Project.

Vote on 13 B: Resolution Approving TDOT agreement for Central Pike Interchange Project.

A motion was made by Commissioner Giles, seconded by Vice Mayor and Commissioner Trivett, that this Resolution be adopted. The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** Art Giles

**SECONDER:** Bill Trivett

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**13.C. A RESOLUTION DECLARING CITY OF MT JULIET FIRE DEPARTMENT VEHICLE THAT WAS USED BY THE CITY BEAUTIFUL DEPARTMENT AS SURPLUS TO BE DONATED TO THE MT. JULIET HELP CENTER**

**Attachments:** [Fire-City Beautiful Truck donate to MJ Help Center](#)  
[Fire Truck to Help Center Pictures](#)  
[Fire-City Beautiful Truck donate to MJ Help Center Resolution](#)

Mayor Maness stated that without objection items 13 C: Declare Fire Department Vehicle as surplus and 13 D: Declare City of Mt. Juliet property from various department as surplus be considered together, No objections voiced.

A motion was made by Commissioner Giles, seconded by Vice Mayor and

Commissioner Trivett, that this Resolution be adopted. The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** Art Giles

**SECONDER:** Bill Trivett

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**13.D. A RESOLUTION DECLARING CITY OF MT. JULIET PROPERTY IN VARIOUS DEPARTMENTS AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION**

**Attachments:** [2025 - Declare Fire Equip as surplus](#)

A motion was made by Commissioner Giles, seconded by Vice Mayor and Commissioner Trivett, that this Resolution be adopted. The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** Art Giles

**SECONDER:** Bill Trivett

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**14. Appointments**

**14.A. Appointment of BoC Representative to the Initial Research and Development Committee for a Recreational/Aquatic Complex**

**Attachments:** [26-2024](#)

[35-2024](#)

Mayor Maness requested nominations:  
Commissioner Giles nominated Commissioner Milele.  
No other nominations offered.  
Mayor Maness ceased nominations.

Vote on Commissioner Milele to represent the BoC on the Initial Research and Development Committee for a Recreational/Aquatic Complex.

**RESULT:** APPROVED

**MOVER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**14.B. Appointment of BoC Representative to the JECDB Position #18**

**Attachments:** [JECDBBoardPosition#18](#)

Mayor Maness nominated Luke Winchester.

A motion was made by Mayor Maness that this Discussion Item be approved. The motion carried by the following vote:

**RESULT:** APPROVED

**MOVER:** James Maness

**Aye:** Commissioner Giles, Vice Mayor and Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**15. Adjournment**

9:01 pm

---

Mayor James Maness

---

City Recorder Sheila S. Lockett, MMC





# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

---

**File #:** 0991  
11.A.

**Agenda Date:** 1/27/2025

**Agenda #:**

---

**Title:**

AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE 2024-25 TO APPROPRIATE FUNDS FOR THE CENTRAL PIKE INTERCHANGE PROJECT

**ORDINANCE 2025-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET  
ORDINANCE 2024-25 TO APPROPRIATE FUNDS FOR THE CENTRAL PIKE  
INTERCHANGE PROJECT**

**WHEREAS**, the City of Mt. Juliet desires to coordinate with the Tennessee Department of Transportation (TDOT) for the design and construction of the Central Pike Interchange with I-40 project; and

**WHEREAS**, TDOT has provided the City of Mt. Juliet with an agreement for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project, and

**WHEREAS**, The City commits to fully funding the ROW phase of the project so long as this phase does not exceed \$25 million in cost and agrees to an initial payment of \$5 million, and

**WHEREAS**, the City will transfer the \$5 million to an account in the Local Government Investment Pool from which TDOT will draw the funds necessary for the ROW phase, and

**WHEREAS**, the interest earnings on the funds shall belong to the City to be used to assist in funding approved projects.

**NOW THEREFORE BE IT ORDAINED** by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

**Section 1.** The 2024/2025 Budget Ordinance (Ordinance 2024-25) is hereby amended as follows:

**Capital Projects Fund**

Increase the Following Revenue:

300-37810	Transfers from General Fund	\$5,000,000
-----------	-----------------------------	-------------

Appropriate the Following Expenditures:

**Central Pk Interchange**

300-43130-910	Easements & Land	\$5,000,000
---------------	------------------	-------------

**General Fund**

Increase the Following Expenditures:

110-49800-899	Transfers to Capital Projects Fund	\$5,000,000
---------------	------------------------------------	-------------

**Section 2.** The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

**BE IT FURTHER ORDAINED:**

**Section 3.** In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

**Section 4.** If any section, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this ordinance.

**Section 5.** That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:

SECOND READING:

\_\_\_\_\_  
Kenny Martin, City Manager

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha Burnett, City Attorney



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

---

**File #:** 0992  
11.B.

**Agenda Date:** 1/27/2025

**Agenda #:**

---

**Title:**

AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE (ORDINANCE 2024-25) TO APPROPRIATE FUNDS FOR OBTAINING OWNERSHIP OF WEST ELEMENTARY SCHOOL'S SEWER INFRASTRUCTURE

**ORDINANCE 2025 –**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2024/2025 BUDGET ORDINANCE (ORDINANCE 2024-25) TO APPROPRIATE FUNDS FOR OBTAINING OWNERSHIP OF WEST ELEMENTARY SCHOOL'S SEWER PUMP STATION AND DISCHARGE LINE**

**WHEREAS**, the City of Mt. Juliet recognizes the benefit to the public health and safety of all citizens which will be accomplished by obtaining ownership of West Elementary School's sewer pump station and discharge line; and

**WHEREAS**, pursuant to Ordinance 2006-40, West Elementary School is currently an outside city customer of the City of Mt. Juliet sewer system and is responsible for all customer and use charges from the City sewer system; and

**WHEREAS**, pursuant to Ordinance 2006-40, West Elementary School took ownership of and responsibility for the operation and maintenance of the pump station and discharge line installed from its property to the point of connection with the City of Mt. Juliet's sewer system; and

**WHEREAS**, the Wilson County School System, pending School Board approval, has agreed to grant ownership of the land on which the sewer pump station sits by executing a Warranty Deed to the City of Mt. Juliet in exchange for the City of Mt. Juliet (1) taking ownership of the pump station and discharge line; (2) responsibility for the operation and maintenance of the pump station; and (3) continuing to provide sewer service to West Elementary School; and

**WHEREAS**, obtaining ownership of West Elementary School's sewer pump station and discharge line will facilitate the Tennessee Department of Transportation's pending project to construct a turn lane and improve traffic conditions on Lebanon Road in front of West Elementary School; and

**WHEREAS**, obtaining ownership of West Elementary School's sewer pump station will allow simpler and more economical future sewer connections for business owners and residents of the City; and

**WHEREAS**, the current sewer infrastructure on West Elementary School's property does not meet City standards and the total cost to bring said sewer infrastructure up to City standards will be approximately one hundred and sixty thousand dollars (\$160,000).

**NOW THEREFORE BE IT ORDAINED** by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

**Section 1.** The 2024/2025 Budget Ordinance (Ordinance 2024-25) is hereby amended as follows:

Waste Water Utility Fund

Increase the Following Expenditures:

412-52212-939	Pump Station West Elementary	\$160,000
Decrease Fund Balance:		
412-27100	Fund Balance	\$160,000

**Section 2.** The City of Mt. Juliet shall:

- (A) Pending approval by various boards, accept Wilson County School System's conveyance of the land on which the West Elementary School's pump station sits; and
- (B) Upgrade the pump station to meet current City standards; and
- (C) Maintain ownership and responsibility for the operation and maintenance of the pump station and discharge line; and
- (D) Continue to provide outside city sewer to West Elementary School, subject to all customer and use charges.

**Section 3.** The City's ownership and upgrade of the pump station will only occur after the necessary Warranty Deed by and between the Wilson County School System and the City of Mt. Juliet has been board approved, executed, and recorded.

**Section 4.** The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

**BE IT FURTHER ORDAINED:**

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further. If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:

SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC, City Recorder

\_\_\_\_\_  
Kenny Martin, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

---

**File #:** 1016  
12.A.

**Agenda Date:** 1/27/2025

**Agenda #:**

---

**Title:**

A RESOLUTION APPROVING THE WILSON COUNTY BOARD OF EDUCATION'S CONVEYANCE OF LAND CONTAINING WEST ELEMENTARY SCHOOL'S SEWER PUMP STATION

**RESOLUTION 2025 –**

**A RESOLUTION APPROVING THE WILSON COUNTY BOARD OF EDUCATION'S CONVEYANCE OF LAND CONTAINING WEST ELEMENTARY SCHOOL'S SEWER PUMP STATION**

**WHEREAS**, pursuant to Ordinance 2006-40, West Elementary School took ownership of and responsibility for the operation and maintenance of the sewer pump station and discharge line installed from its property to the point of connection with the City of Mt. Juliet's sewer system and, as such, is currently an outside city customer of the City of Mt. Juliet sewer system and is responsible for all customer and use charges from the City sewer system; and

**WHEREAS**, the Wilson County Board of Education has agreed (pending board approval) to convey the land on which the sewer pump station sits to the City of Mt. Juliet by executing a Warranty Deed in exchange for the City (1) taking ownership of the pump station and discharge line; (2) taking responsibility for the operation and maintenance of the pump station; and (3) continuing to provide sewer service to West Elementary School; and

**WHEREAS**, the Wilson County Board of Education approved the conveyance and Warranty Deed at their regularly scheduled meeting on \_\_\_\_\_, 2025.

**WHEREAS**, pursuant to T.C.A. § 13-4-104, the City of Mt. Juliet Planning Commission approved the conveyance of land at their regularly scheduled meeting on January 16, 2025; and

**WHEREAS**, obtaining ownership of West Elementary School's sewer pump station and discharge line will facilitate the Tennessee Department of Transportation's pending project to construct a turn lane and improve traffic conditions on Lebanon Road in front of West Elementary School; and

**WHEREAS**, obtaining ownership of West Elementary School's sewer pump station will allow simpler and more economical future sewer connections for business owners and residents of the City; and

**WHEREAS**, the current sewer pump station on West Elementary School's property must be brought up to City standards, which has been approved via a budget amendment (Ordinance 2025- \_\_\_\_ ) by the Board of Commissioners.

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

**Section 1.** The City of Mt. Juliet accepts Wilson County Board of Education's conveyance of land by Warranty Deed on which the West Elementary School's pump station sits and agrees to continue to provide outside city sewer to West Elementary School, subject to all customer and use charges.

**Section 2.** The City's ownership of the pump station will only occur after the necessary Warranty Deed by and between the Wilson County Board of Education and the City of Mt. Juliet has been executed and recorded.

This Resolution shall take effect on the earliest date allowed by law.



**PASSED:**

---

James Maness, Mayor

---

Kenny Martin, City Manager

**ATTEST:**

---

Sheila S. Lockett, MMC, City Recorder

**APPROVED AS TO FORM:**

---

Samantha A. Burnett, City Attorney

**Name and Address of New Owners:**  
**TAX EXEMPT LOCAL GOVERNMENT**  
City of Mt. Juliet, Tennessee  
2425 N. Mt. Juliet Road  
Mt. Juliet, Tennessee 37122

**This Instrument Prepared By:**  
Samantha A. Burnett  
Mt. Juliet City Attorney  
2425 N. Mt. Juliet Road  
Mt. Juliet, Tennessee 37122

**Portion of Property:**  
Map: 54  
Group: --  
Parcel: 50.00

## **WARRANTY DEED**

FOR AND IN CONSIDERATION OF the sum of TEN DOLLARS AND NO/100 CENTS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **WILSON COUNTY BOARD OF EDUCATION** (the "Grantor"), has bargained and sold, and hereby transfers and conveys, to the **CITY OF MT. JULIET**, a municipal corporation of the State of Tennessee (the "Grantee"), and its successors and assigns, certain real property being described according to the attached boundary survey and being more particularly described as follows:

A tract or parcel of land located in the 2<sup>nd</sup> Civil District of Wilson County, Tennessee and being bounded on the South by the northerly Right of Way of Lebanon Road and on the North, East, and West by Wilson County Board of Education and being more particularly described as follows:

Beginning at an iron pin in the northerly Right of Way of Lebanon Road, said pin being South 89 Degrees 19 Minutes 45 Seconds East, a distance of 707.47 feet from the southwesterly corner of the Wilson County Board of Education property (DB.153, PG.87, R.O.W.C.T.) and being the southwesterly corner of the property herein described, also being 35 feet from the centerline of said road. Said pin being the POINT OF BEGINNING. THENCE, leaving the Right of Way of the road and severing the lands of the Wilson County Board of Education, North 05 Degrees 26 Minutes 00 Seconds West, a distance of 62.08 feet to an iron pin at a fence corner. THENCE, North 89 Degrees 41 Minutes 34 Seconds East, a distance of 94.70 feet to an iron pin. THENCE, South 00 Degrees 34 Minutes 35 Seconds West, a distance of 60.96 feet to an iron pin in the northerly Right-of-Way of Lebanon Road. THENCE, with the Right-of-Way of the road, South 89 Degrees 07 Minutes 27 Seconds West, a distance of 88.22 feet to the POINT OF BEGINNING. Said tract containing 0.13 acres or 5,616 sq. ft. more or less by a survey performed by Keith & Associates Land Surveying Inc., dated January 10, 2025.

Being a portion of the same property conveyed to Grantor by virtue of a Deed dated November 20, 1958 and recorded in Deed Book 153, Page 87, in the Register's Office for Wilson County, Tennessee.

TO HAVE AND TO HOLD said property, together with the appurtenances, hereditaments, estate, title and interest hereto belonging, to Grantee, its successors and assigns, forever.

Grantor covenants that Grantor is lawfully seized and possessed of said property in fee simple, has good right to convey it and that it is unencumbered. Grantor further covenants and binds itself and its heirs and representatives to warrant and defend to

Grantee, its successors and assigns, forever the title to said property against the lawful claims of all persons whomsoever.

THIS PROPERTY is subject to any and all lawful restrictions, easements, setbacks, and any other encumbrances found of record and applicable to the within described realty.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument or has caused same to be executed this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

**WILSON COUNTY BOARD OF EDUCATION**

By:

\_\_\_\_\_  
AUTHORIZED AGENT  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**STATE OF TENNESSEE     )**  
**COUNTY OF WILSON        )**

Before me, the undersigned authority, a Notary Public in and for Wilson County, Tennessee, personally appeared \_\_\_\_\_, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, that they have executed the within and foregoing instrument for the purposes therein contained.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

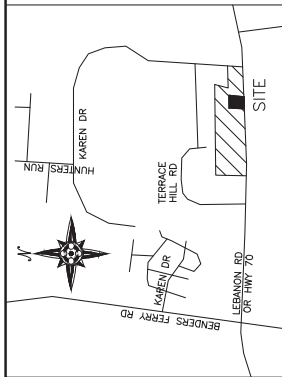
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ (seal)

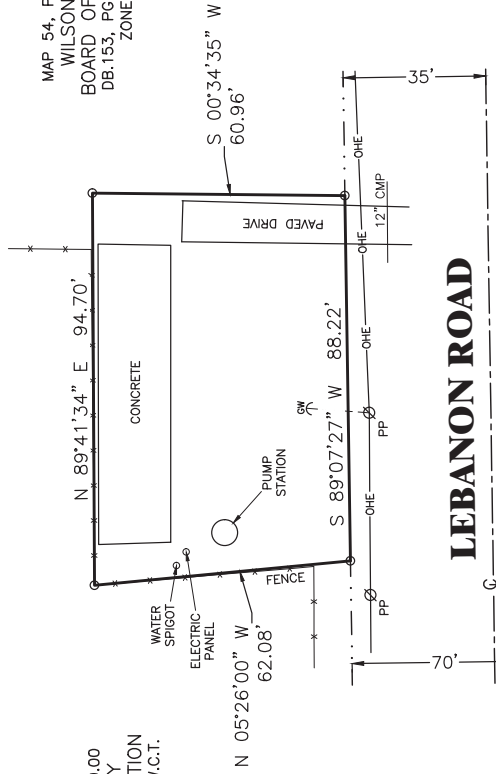
**NOTE TO REGISTER OF DEEDS:**

The recording of this document is exempt from recording/transfer tax pursuant to Tennessee Code Annotated §67-4-409(f) as the Grantee herein is a municipality as such term is defined therein. Pursuant to said statute, no oath of value (affidavit of consideration) is required for an exempt transaction (Tennessee Code Annotated §67-4-409(a)(5)).

**TOTAL AREA: 0.13 ACRES +/- or  
5,616 SQ.FT. +/-**

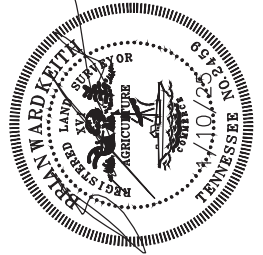


MAP 54, PARCEL 50.00  
WILSON COUNTY  
BOARD OF EDUCATION  
DB.153, PG.87, R.O.W.C.T.  
ZONED : A-1



**NOTES:**

1. The survey, shown hereon, represents a Portion of Parcel 50.00, of Map 54.
2. Bearings for this survey were obtained from TN State Plane Coordinates.
3. Property address is: 9315 Lebanon Rd, Mount Juliet, TN 37122.
4. All corners are 1/2" rebar with cap set by this surveyor, unless noted otherwise.
5. The underground utilities have not been physically located. Above grade and underground utilities shown were taken from visible appurtenances at the site, public records, and or maps prepared by others. This surveyor makes no guarantee that the underground utilities shown represent all such utilities in the area or that the underground utilities shown are in the exact location indicated. The appropriate utility provider must be contacted to confirm availability and location of utilities.
6. Any and all utilities may carry one or more easements. Property owner must contact the appropriate utility authority for the exact location of these easements.
7. **Federal Flood Note:** This property is not in an area designated as a special flood hazard area as graphically indicated on NFP Map No. 47189 C 0151 D, Effective Date 02-20-2008.
8. This survey was performed without benefit of title search; therefore this property is subject to any findings that a current and accurate title search might reveal.
9. This map may not be altered without consent of this surveyor.

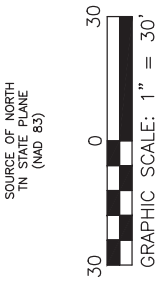


**Certificate of Accuracy**

I hereby certify that this is a Category 1 survey shown and described hereon and is a true and accurate survey to the best of my knowledge. The unadjusted closure ratio of the survey shown hereon meets and/or exceeds 1:10,000.

Brian Ward Keith, TN RLS# 2459  
Office Phone 615.443.7796  
1012 Sparta Pike  
Lebanon, TN 37087

1/10/25  
Date



**OWNER INFORMATION:**  
OWNER: WILSON COUNTY BOARD OF EDUCATION  
ADDRESS: 351 STUMPY LANE  
LEBANON, TN 37090  
MAP 54, PARCEL 50.00 p/o DEED BOOK 153, PAGE 87  
REGISTRAR'S OFFICE of WILSON COUNTY TENNESSEE

**K&A Land Surveying**  
1012 Sparta Pike, Lebanon TN, 37087  
Office Phone- 615-443-7796

**BOUNDARY SURVEY OF A PORTION OF THE  
WILSON COUNTY BOARD OF EDUCATION,  
WEST ELEMENTARY PROPERTY**  
MAP 54, PARCEL 50.00 p/o  
2nd CIVIL DISTRICT of WILSON COUNTY, TENNESSEE

**DATE: JANUARY 10, 2025 JOB # 25-0109-5358**

**RESOLUTION 2025 –**

**A RESOLUTION APPROVING THE WILSON COUNTY BOARD OF EDUCATION'S CONVEYANCE OF LAND CONTAINING WEST ELEMENTARY SCHOOL'S SEWER PUMP STATION**

**WHEREAS**, pursuant to Ordinance 2006-40, West Elementary School took ownership of and responsibility for the operation and maintenance of the sewer pump station and discharge line installed from its property to the point of connection with the City of Mt. Juliet's sewer system and, as such, is currently an outside city customer of the City of Mt. Juliet sewer system and is responsible for all customer and use charges from the City sewer system; and

**WHEREAS**, the Wilson County Board of Education has agreed to convey the land on which the sewer pump station sits to the City of Mt. Juliet by executing a Warranty Deed in exchange for the City (1) taking ownership of the pump station and discharge line; (2) taking responsibility for the operation and maintenance of the pump station; and (3) continuing to provide sewer service to West Elementary School; and

**WHEREAS**, the Wilson County Board of Education approved the conveyance and Warranty Deed at their regularly scheduled meeting on January 23, 2025.

**WHEREAS**, pursuant to T.C.A. § 13-4-104, the City of Mt. Juliet Planning Commission approved the conveyance of land at their regularly scheduled meeting on January 16, 2025; and

**WHEREAS**, obtaining ownership of West Elementary School's sewer pump station and discharge line will facilitate the Tennessee Department of Transportation's pending project to construct a turn lane and improve traffic conditions on Lebanon Road in front of West Elementary School; and

**WHEREAS**, obtaining ownership of West Elementary School's sewer pump station will allow simpler and more economical future sewer connections for business owners and residents of the City; and

**WHEREAS**, the current sewer pump station on West Elementary School's property must be brought up to City standards, which has been approved via a budget amendment (Ordinance 2025- \_\_\_\_ ) by the Board of Commissioners.

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the City of Mt. Juliet, Tennessee as follows:

**Section 1.** The City of Mt. Juliet accepts Wilson County Board of Education's conveyance of land by Warranty Deed on which the West Elementary School's pump station sits and agrees to continue to provide outside city sewer to West Elementary School, subject to all customer and use charges.

**Section 2.** The City's ownership of the pump station will only occur after the necessary Warranty Deed by and between the Wilson County Board of Education and the City of Mt. Juliet has been executed and recorded.

This Resolution shall take effect on the earliest date allowed by law.

**PASSED:**

---

James Maness, Mayor

---

Kenny Martin, City Manager

**ATTEST:**

---

Sheila S. Lockett, MMC, City Recorder

**APPROVED AS TO FORM:**

---

Samantha A. Burnett, City Attorney



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

---

**File #:** 1029  
12.B.

**Agenda Date:** 1/27/2025

**Agenda #:**

---

**Title:**

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE UTILITY RELOCATION PORTION OF TDOT'S LEBANON ROAD WIDENING PROJECT BETWEEN TERRACE HILL ROAD AND ADELES GARDEN ROAD AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

**RESOLUTION \_\_-2025**

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE UTILITY RELOCATION PORTION OF TDOT'S LEBANON ROAD WIDENING PROJECT BETWEEN TERRACE HILL ROAD AND ADELES GARDEN ROAD AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT**

**WHEREAS**, TDOT has an ongoing project to widen Lebanon Road (S.R. 24) from Terrace Hill Road to Adeles Garden Road (PIN Number 125470.00); and

**WHEREAS**, pursuant to Resolution 60-2022, the City has previously agreed to cooperate with TDOT for their construction of the project, which includes the relocation of utility lines; and

**WHEREAS**, TDOT has provided the City of Mt. Juliet with a contract agreement for the purpose of providing an understanding between the parties of their respective obligations related to the utility relocation portion of TDOT's project; and

**WHEREAS**, the City of Mt. Juliet desires to approve the agreement with TDOT for the project.

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the City of Mt. Juliet, Wilson County, Tennessee as follows:

- Section 1. The Board of Commissioners approve the Agreement with TDOT.
- Section 2. Mayor James Maness is hereby authorized to execute the said Contract with TDOT.
- Section 3. In the event of conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.
- Section 4. If any section, clause, provision or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of the resolution.

This Resolution shall take effect at the earliest date allowed by law, the public welfare requiring it.



PASSED:

---

James Maness, Mayor

---

Kenneth Martin, City Manager

ATTEST:

---

Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

---

Samantha A. Burnett  
City Attorney

**RESOLUTION \_\_-2025**

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE UTILITY RELOCATION PORTION OF TDOT'S LEBANON ROAD WIDENING PROJECT BETWEEN TERRACE HILL ROAD AND ADELES GARDEN ROAD AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT**

**Executive Summary**

- The project: Utility relocation for TDOT's project to widen Lebanon Road (S.R. 24) from Terrace Hill Road to Adeles Garden Road;
- Contract: TDOT has provided the City of Mt. Juliet with an utility reimbursement agreement for the purpose of TDOT relocating existing City utilities within TDOT's ROW under TDOT's highway construction contract.
- Funding: The utility relocation work that TDOT will do on behalf of the City will cost \$51,655.00 and not require a budget amendment.
- Official act: This resolution is to provide formal support of the agreement and to authorize the Mayor to sign the agreement.



HSIP/PHSIP-24(67)/ 95004-2256-94

Contract No. 9485

---

## UTILITY RELOCATION CONTRACT

---

THIS CONTRACT made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Mt. Juliet (Sewer)**, hereinafter called the "Utility".

### WITNESSETH:

WHEREAS, TDOT plans to construct PIN Number **125470.00**, **SR-24 (US-70) From Terrace Hill Road to Adeles Garden Road Wilson County**, Tennessee (hereinafter called the "Project"), and for said Project to be constructed it will be necessary for the Utility to relocate certain of its facilities, **100** percent of which are located on public highway right-of-way and **0** percent of which are located on private utility right-of-way; and

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of **\$51,655**, including the amount of **\$0** for the cost of engineering, which may be inclusive of preliminary engineering authorized on **November 7, 2022**; including the amount of **\$0** for the cost of inspection provided by the Utility; including the amount of **\$0** for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of **\$51,655.00** for deposit for the utility work in the State contract, and of which **0** percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and **100** percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering, and inspection on private utility right-of-way, but excluding inspection on public highway right-of-way, betterment, and the cost over the maximum TDOT reimbursement amount; and

WHEREAS, TDOT is liable for the relocation of utility facilities located on private utility right-of-way but is not liable for adjustment of the facilities located on publicly owned right-of-way or for any utility betterment costs; and

WHEREAS, the parties want to enter into a contract to provide for the relocation of the Utility's facilities in conjunction with this highway construction project, and the Utility has requested TDOT to undertake the hereinafter described utility relocation work in its highway construction contract; and

WHEREAS, it is in the mutual interest of the parties that this utility relocation work be performed together with the proposed highway construction;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

**1.** (a) TDOT will show the proposed relocation of the Utility's facilities on TDOT's highway construction plans as project cost items and will receive bids for same by its highway contractor as a part of the contract for construction of the above mentioned Project. TDOT will be responsible for having its contractor perform the aforesaid utility relocation work in accordance with TDOT's construction contract, including the project plans, standard specifications, special provisions, and the utility relocation plans and specifications heretofore agreed upon by and between the parties hereto, all of which are incorporated herein by reference.

(b) The Utility agrees to reimburse TDOT for the Utility's Cost. Reimbursement shall be based on the agreed percentage of the actual cost of the Utility's Cost items as shown on the project plans incorporated herein by reference. It is further agreed that the Utility will make payment to TDOT in the amount of the estimated cost of the Utility's Cost items prior to advertisement for bids. The Utility may provide these funds by one of the following means:

A. A check made payable to the order of and sent to TDOT; or

B. Documentation of a deposit made only by wire or by immediate credit transfer with the Treasurer of the State.

In the event said deposit exceeds the aggregate amount of the Utility's Cost charges, the difference will be refunded to the Utility. In the event said Utility's Cost charges exceed the deposit, the Utility agrees to reimburse TDOT for such additional amount.

(c) The Utility agrees that TDOT may advertise for and receive bids for the construction of the Project, including the proposed relocation of the Utility's facilities, and award and enter into contract with the lowest responsible bidder.

(d) The Utility agrees that any memoranda or other information concerning the estimated cost of the proposed relocation of the Utility's facilities will not directly or indirectly be released or disclosed to potential bidders except to the extent that the utility may otherwise be required to do so by law.

(e) Neither the Utility nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Utility's relocation work to be performed under a contract to be awarded by TDOT. The Utility further agrees that no employee, officer, or agent of the Utility shall participate in the selection or in the award or administration of a contract for the performance of any part of the Utility's relocation work if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for a subcontract to perform the Utility's relocation work for this Project. Neither the Utility nor any affiliate, subsidiary, employee, officer, or agent of the Utility shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.

- (f) It is also understood and agreed that TDOT, in its sole discretion, may reject any and all bids submitted for the construction of said Project without any liability whatsoever to the Utility.
2. It is further agreed that in letting the contract with respect to the proposed relocation of the Utility's facilities, TDOT is acting solely in accommodation of the Utility and shall have no liability to the Utility for any damages or claims arising out of acts or omissions on the part of TDOT's contractor. The Utility agrees that it will not hold TDOT responsible for any claims arising out of the inclusion of the Utility's items of work in TDOT's highway construction contract. Under this contract, "TDOT" shall include any and all officers and employees of the State of Tennessee acting within the scope of their employment with the State of Tennessee.
  3. (a) The Utility has acquired or shall acquire all utility rights-of-way outside of the proposed public highway right-of-way as may be needed to relocate its utility facilities, including any betterment, and the Utility shall provide TDOT and its contractor with the rights to use these utility rights-of-way for construction purposes. The Utility further agrees that it has acquired or will acquire these rights-of-way at no cost to TDOT except insofar as TDOT may be liable to reimburse the Utility for the replacement of previously owned private utility rights-of-way as may be provided in a separate contract between the parties.  
  
(b) The Utility agrees to transfer to TDOT that portion of the previously owned private utility rights-of-way being vacated by the Utility and within the Project proposed right-of-way as needed for highway purposes.
  4. The Utility agrees that:
    - (a) The Utility will perform the utility engineering work provided for in this Contract by its own forces and/or consultant engineering services approved by TDOT.
    - (b) It will develop the utility engineering costs in accordance with the current provisions of 23 CFR §645.117.
  5. The Utility shall have the right and responsibility to inspect and approve, prior to TDOT's release of its highway contractor's bond, all items of utility relocation work, including betterment, to be performed under the proposed highway construction contract to ensure that the relocation is completed in accordance with this Contract and all applicable specifications and safety codes. The Utility shall provide progressive inspection reports to TDOT in accordance with the current TDOT Construction Circular Letter section 105.07 "Utilities Diaries and Inspection Procedures" incorporated herein by reference. TDOT agrees that it will reimburse the Utility the pro-rata share for the inspection of utility facilities on private utility right-of-way when the utility relocation is completed in accordance with the approved relocation plans, incorporated herein by reference. The inspection of utility facilities on public highway right-of-way shall be performed at no cost to TDOT.
  6. The Utility agrees to comply with all current, applicable provisions of 23 CFR Subpart 645A, which are incorporated herein by reference; provided, however, that provisions for review, approval, authorization and participation by the Federal Highway Administration set forth in 23 CFR Subpart 645A shall not apply to the

extent that the Project is not a federal-aid project. The Utility acknowledges possession of 23 CFR Subpart 645A.

7. The Utility agrees to comply with all current, applicable provisions of the Guidelines for Governmentwide Debarment and Suspension of 2 CFR §180.355 through §180.365 which are incorporated herein by reference. The Utility acknowledges possession of 2 CFR Part 180 and the requirements of the attached FHWA Form 1273, Section X – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
8. The Utility agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Utility agrees that all products used in the Utility's relocation work that are manufactured of steel or iron shall be manufactured in the United States. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the Utility's relocation work are manufactured.
9. Subject to the provisions of this paragraph and as otherwise provided in this Contract, TDOT agrees to reimburse the Utility for the Utility's reimbursable costs associated with the relocation of the Utility's facilities, as follows:
  - (a) The Utility shall perform any work in accordance with the estimate of cost and plans as approved by TDOT and incorporated herein by reference. The estimate of cost and schedule of work are attached hereto as Exhibit "A".
  - (b) The Utility may perform preliminary engineering to generate the schedule of calendar days, color coded relocation plans and estimate of cost as needed for TDOT to generate the this agreement. Costs incurred for preliminary engineering prior to the execution date of this agreement are eligible for reimbursement as long as they were incurred after the preliminary authorization date. Any costs for consultant engineering shall also be eligible for reimbursement as long as they are incurred after consultant authorization.
  - (c) Any change in the approved estimate of cost or plans shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Utility to resolve, if possible, any objections TDOT may have to such requested changes.
  - (d) TDOT shall reimburse the Utility for such direct and indirect costs as are allowable under the current provisions of 23 CFR Subpart 645A. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR Subpart 645A on a federal-aid project shall be ineligible for reimbursement by TDOT on this Project, whether it is or is not a federal-aid project.

- (e) The Utility shall develop and record all costs in a manner consistent with the current provisions of 23 CFR §645.117 as of the effective date of this Contract and as approved by TDOT.
- (f) The Utility shall submit all requests for payment by invoice, in form and substance acceptable to TDOT, with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Contract to date.
- (g) The Utility may submit invoices for interim payments during the progress of the work; provided, however, that such interim payments may be approved only up to a maximum of eighty percent (80%) of the approved estimate of cost attached hereto as Exhibit “A” to this Contract, and any remaining reimbursable costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
- (h) TDOT shall, unless it has good faith and reasonable objections to the Utility’s invoice for interim payment, use its best efforts to issue payment based on the Utility’s invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Utility’s invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Utility so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Utility. All other reimbursable cost items set out in the Utility’s invoice shall be paid by TDOT.
- (i) Subject to the Utility’s right to bill on an interim basis as described above, the Utility shall by invoice provide one final and complete billing of all costs incurred within one year following the completion of the Utility relocation work in its entirety. Otherwise, any previous payments to the Utility may be considered final, and the Utility may be deemed to have waived any claim for additional payments, except as TDOT and Utility may have agreed otherwise in writing before the end of that year.
- (j) The Utility’s invoice(s) shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Contract, not to constitute allowable costs. The payment of an invoice shall not prejudice TDOT’s right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.
- (k) The Utility’s invoice(s) shall include a Buy America certification attesting that all products used in the Utility’s relocation work that are manufactured of steel or iron comply with the Buy America requirements set forth in 23 USC § 313 and 23 CFR § 635.410 and as further described in paragraph 8 of this Contract.

- 10.** The Utility agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In the event any costs are determined not to be allowable under provisions of this Contract, the Utility agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
- 11.** The Utility shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Utility, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years after final payment has been received by the Utility and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the Comptroller of the Treasury, or their duly appointed representatives during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 12.** In the event that funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Contract upon written notice to the Utility. Said termination shall not be deemed a breach of Contract by TDOT. Upon receipt of the written notice, the Utility shall cease all work associated with the Contract, except as may be reasonably necessary to return the Utility's facilities to safe operation. Should such an event occur, the Utility shall be entitled to compensation for all costs of relocation reimbursable under 23 CFR Subpart 645A (in accordance with paragraph 9 of this Contract) for work completed as of the termination date or in accordance with this provision. Upon such termination, the Utility shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- 13.** The Utility agrees, to the extent provided by law, that it will be solely responsible for any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Utility, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the Utility's relocation work relating to this Contract. The Utility further agrees that it will not hold TDOT responsible for any such claims. Under this Contract, "TDOT" shall include any and all officers and employees of the State of Tennessee acting within the scope of their employment.

In the event that TDOT is sued for damages arising from acts, omissions, or negligence by the Utility or its employees, the Utility shall cooperate in TDOT's defense. TDOT shall give the Utility written notice of any such claim or suit, and the Utility shall have full right and obligation to conduct the Utility's own defense thereof. Nothing contained herein shall be deemed to accord to the Utility, through its attorney(s), the right to represent TDOT in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

- 14.** TDOT shall have no liability except as specifically provided in this Contract.
- 15.** This Contract may be modified only by a written amendment executed by the parties hereto.



- 16.** Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term, covenant, condition or provision of this Contract shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
- 17.** The Utility hereby agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Utility on the grounds of disability, age, race, color, religion, sex, national origin, or any classification protected by the Constitution or statutes of the United States or the State of Tennessee. The Utility shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 18.** The Utility shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility agrees that failure of the Utility to comply with this provision may subject the Utility to the repayment of all State funds expended, under this Contract.
- 19.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns. Time is of the essence of this Contract.
- 20.** The parties hereto, in the performance of this contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- 21.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Utility acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
- 22.** If any terms, covenants, conditions or provisions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions and provisions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- 23.** TDOT and the Utility agree that any notice provided for in this Contract or concerning this Contract shall be in writing and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed

to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation  
Attention: State Utility Coordinator  
Suite 600, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0329  
Facsimile Number: (615) 532-1548

With a copy if requested by TDOT to:

Leslie South, General Counsel  
Suite 300, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0326  
Facsimile Number: (615) 532-5988

To the Utility:

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

With a copy if requested by Utility to:

\_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have executed this contract.

UTILITY

**City of Mt. Juliet (Sewer)**

STATE OF TENNESSEE  
DEPARTMENT OF  
TRANSPORTATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Howard H. Eley  
Commissioner

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

BY: \_\_\_\_\_

Leslie South  
General Counsel

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

X. Compliance with Governmentwide Suspension and Debarment Requirements

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all

solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **CIRCULAR LETTER**

**Section: 105.07 Cooperation with Utilities**

**Number: 105.07-04**

**Subject: Utility Diaries and Inspection Procedures**

**Date: December 15, 2007**

On all projects requiring utility relocations, Form DT-0667 "Project Utility Diary" is to be used to document said relocations whether the work is reimbursable or not. When a utility is relocating at its own expense or under a lump sum reimbursement contract, the "Description of Work Performed" section will be the only notation required. The notation shall indicate if the relocation is a non reimbursable or lump sum reimbursable contract. Form DT-0667 fulfills the requirements for documentation detailed in Section 109.05 of the Department of Transportation Construction Manual and Section 18-7 of the Standard Utility Procedures Manual.

- 1 Form DT-0667 is to be completed in the field by the utility inspector.
- 2 The original or white sheet is to be transmitted to the TDOT Project Supervisor's office and bound.
- 3 The first copy or yellow sheet is to be transmitted to the utility company on reimbursable relocations.
- 4 The second copy or pink sheet is to be retained in the utility diary.

If the utility relocation is included in the state contract, the utility will be responsible for inspecting all phases of the relocation, per TCA 54-5-804, 2003 Public Chapter 86. The TDOT inspector shall document the utility work activities performed in the daily project diaries. The inspector provided by the utility company will:

- 1 Complete Form DT-0667 as described above and submit it each estimate period, as directed by the TDOT Project Supervisor. Along with the item descriptions, the inspector will include the quantities and stations of installed items.
- 2 Complete "Installed Item Certification" portion of Form DT-1716 and submit it each estimate period, as directed by the TDOT Project Supervisor. This form will be signed to certify that the items installed during that estimate period met all applicable specifications.
- 3 Complete and attach Form DT-1716A to DT-1716 and submit it each estimate period, as directed by the TDOT Project Supervisor. This form will be used to summarize, by project number, the utility items installed during that estimate period. The TDOT inspector shall sign Form DT-1716A after ensuring it is consistent with the utility diaries and daily project diaries. The completed Form DT-1716A shall be referenced in the progress pay quantity documentation.
- 4 Complete "Final Acceptance of Work" portion of Form DT-1716 and submit it to the TDOT Project Supervisor's office when the utility relocation work is complete.

**PROJECT UTILITY DIARY**

CONTRACT NO: \_\_\_\_\_ RECORDED BY: \_\_\_\_\_ UTILITY COMPANY \_\_\_\_\_  
PROJECT NO: \_\_\_\_\_ PROJECT ENGINEER \_\_\_\_\_ UTILITY CONTRACT NO. \_\_\_\_\_  
REF. NO: \_\_\_\_\_ UTILITY REPRESENTATIVE: \_\_\_\_\_  
DATE: \_\_\_\_\_ (For "Work Order" Reimbursable Projects)

**LABOR**

DESCRIPTION OF WORK PERFORMED

NAME	CLASSIFICATION	HOURS

ITEM	U.S.	QUANTITY

MATERIALS USED	QUANTITY

TRANSPORTATION AND EQUIPMENT	HOURS	MILES

Distribution of copies:  
White: Reg. Eng.  
Yellow: Utility Co.  
Pink: Field

DT-0667  
Rev. 4-90

**UTILITY ITEM CERTIFICATION/FINAL ACCEPTANCE**

**Contract Number:** \_\_\_\_\_ **Utility Company:** \_\_\_\_\_

**Project Number(s):** \_\_\_\_\_ **Utility Inspector:** \_\_\_\_\_  
Print

**County(ies):** \_\_\_\_\_  
\_\_\_\_\_

**Instructions:** Please check appropriate box (or boxes) and fill out required information. For **Installed Item Certification**, attach **Summary of Installed Utility Items** sheet(s) for each project number and submit each estimate period as directed by the TDOT Project Supervisor.

**Installed Item Certification**

On behalf of the above utility company, I certify that the materials used for the item(s) listed on the following page(s) meet and were installed in accordance with all applicable specifications. Any pertinent shop drawings or engineering changes have been approved.

**Estimate Period:** \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
**Utility Inspector Signature** **Date**

**Final Acceptance of Work**

I certify that the utility relocation work is complete and is accepted by the above utility company.

\_\_\_\_\_  
**Utility Inspector Signature** **Date**





Wilson 125470 - Mt Juliet Sewer Approved A Date Package



Project No: 95004-2256-94  
 County: Wilson  
 Date: November 26, 2024

**\*\*Submittal and completion of this form is required for consideration of reimbursement on this project.\*\***

**Primary Contact:** Tim Forkum, Utility Director  
**E-mail:** tforkum@mtjuliet-tn.gov **Phone:** 615-773-7957  
**Secondary Contact:**  
**E-mail:** **Phone:**  
**Utility Name:** City of Mt. Juliet, Dept. Of Public Works - SEWER  
**Address:** 71 E. Hill Street  
**City, State:** Mt. Juliet, Tennessee **Zip:** 37122  
 Percent On Private: 0% Private ROW - #Poles / Length of facility:  
 Percent On Public: 100% Public ROW - #Poles / Length of facility: 550  
 Total Percentage: 100% Total #Poles / Length of facility: 550 ✓

TDOT USE ONLY	
RG Approval and Date:	Sean McDonough 11/26/2024
Consult Appr. Date:	/ /
Amount Approved:	\$ -
HQ Approval and Date:	12/3/2024 <i>Wanda Corner</i>
CH86 Y/(N)	PIN#: 125470.00
LET: 5/9/2025	Contract #: 9485
Easement Contract #	

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)?  N  
 (If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

**NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED)**

CHAPTER 86	NON-CHAPTER 86
REIMBURSEMENT <input type="checkbox"/>	% Private / Public Relocation <input type="checkbox"/>
REQUESTED MOVE IN State Contract <input type="checkbox"/>	% Private / Public MOVE IN State Contract <input checked="" type="checkbox"/>
(Please check ONE) Move Again <input type="checkbox"/>	Utility Replacement Easement Reimbursement <input type="checkbox"/>

ENGINEERING		Description	Amount
		Pre-Construction	\$ -
		Construction	\$ -
		Construction Inspection Private	\$ -
		Construction Inspection Public	\$ -
		Reimbursable Expenses	\$ -
<b>ENGINEERING COST:</b>			<b>\$ -</b>

CONSTRUCTION (LABOR & MATERIAL)		Description	Amount
		Installation Labor	\$ 36,172.50
		Installation Materials	\$ 15,482.50
		Removal Labor	\$ -
		Site Costs	\$ -
		Material Provided to State	\$ -
		Salvage Materials	\$ -
		Non-Usable Materials	\$ -
<b>ESTIMATED CONSTRUCTION COST:</b>			<b>\$ 51,655.00</b> ✓

BETTERMENT		Description	Amount
		Installation Labor	\$ -
		Installation Materials	\$ -
<b>ESTIMATED UTILITY BETTERMENT COST:</b>			<b>\$ -</b>
<b>ESTIMATED REPLACEMENT EASEMENT COST:</b>			<b>\$ -</b>
<b>If cost is listed above, separate Easement Contract is needed</b>			
<b>ESTIMATED TOTAL CONSTRUCTION COST:</b>			<b>\$ 51,655.00</b> ✓

UTILITY REIMBURSEMENT	
CHAPTER 86 MOVE-IN CONTRACT:	\$ -
CHAPTER 86 MOVE PRIOR:	\$ -
NON-CHAPTER 86 MOVE-IN CONTRACT:	\$ -
NON-CHAPTER 86 % PUBLIC/PRIVATE:	\$ -
Does Estimate Exceed \$1.75M Cap? - N	
Does Estimate Require 75% Cap? - Y	

UTILITY DEPOSIT (IF APPLICABLE)	
RELOCATION EXCEEDS \$1.75M CAP:	\$0.00
AMOUNT OVER 75% REIMBURSEMENT:	\$0.00
ESTIMATED UTILITY BETTERMENT COST:	\$0.00
NON-CHAPTER 86 MOVE-IN CONS'T COST:	\$51,655.00 ✓
<b>TOTAL UTILITY DEPOSIT:</b>	<b>\$51,655.00</b> ✓

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

**INSTALLATION LABOR AND MATERIALS; BETTERMENT; MATERIALS PROVIDED TO THE STATE**

EQUIPMENT COST INCLUDED WITH INSTALLATION COST

TDOT Item No.	Item Description	Qty	LABOR				MATERIAL			BETTERMENT			
			In House Cost		Contract (Bid/Continuing)		Unit Cost	Provided to State	Install Extended	Labor	Material		
			Unit Cost	Extended	Unit Cost	Extended							
797-03.06	4IN PVC FORCE MAIN	575	\$	-	\$45.50	\$	26,162.50	\$19.50		\$	11,212.50		
797-08.01	DJ FITTINGS	300	\$	-	\$10.50	\$	3,150.00	\$4.50		\$	1,350.00		
797-09.43	CUT AND CAP 4IN FORCE MAIN	2	\$	-	\$840.00	\$	1,680.00	\$360.00		\$	720.00		
797-10.16	CONNECT TO 4IN FORCE MAIN	2	\$	-	\$2,590.00	\$	5,180.00	\$1,100.00		\$	2,200.00		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
			\$	-		\$	-			\$	-		
<b>TOTAL INSTALLATION COSTS</b>			\$	-	\$	<b>36,172.50</b>		\$	-	\$	<b>15,482.50</b>	\$	-

(To Page 4.1; F44)

(To Page 4.1; F44)

(To Page 4.1; F48)

(To Page 4.1; F45)

(To Page 4.1; F56)

(To Page 4.1; F57)

**REMOVAL LABOR; SALVAGE AND NON-USABLE (JUNKED) MATERIALS**

**SITE COSTS**

TDOT Item No.	Item Description	Qty	LABOR				MATERIAL	
			In House Cost		Contract (Bid/Continuing)		Salvage / Reused	Junked / Scrapped
			Unit Cost	Extended	Unit Cost	Extended		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
<b>TOTAL REMOVAL COSTS</b>			\$	-	\$	-	\$	-

(To Page 4.1; F46)

(To Page 4.1; F46)

(To Page 4.1; F49)

(To Page 4.1; F50)

(Move Prior Only)	
Clearing & Grubbing:	
Traffic Control:	
Erosion Control:	
<b>TOTAL SITE COST</b>	\$ -

(To Page 4.1; F47)

Revision 10-25-2013



# Declaration of Scheduled Calendar Days

**Project Number:** 95004-2256-94 **Date:** November 21, 2024

**Description:** From Terrace Hill Rd. to Adeles Garden Rd. Route: SR-24

**County:** Wilson

**Utility Name:** City of Mt. Juliet, Dept. Of Public Works - SEWER

**Address:** 71 E. Hill Street

**City, State:** Mt. Juliet, Tennessee **Zip Code:** 37122

**Phone Number:** 615-773-7957 **Fax Number:** \_\_\_\_\_

- Type of Facilities:**  Water  Sewer  Gas  Telephone  Electric  
 CATV  Fiberoptic  Other

**Required Period services cannot be interrupted:** \_\_\_\_\_

All estimated days should be expressed in "Calendar" days to complete installation, relocation or adjustment of the utility facilities on the above referenced project. The utility can as an option submit an "On or Before" date all work will be completed. In accordance with provisions set forth in TCA 54-5-854.

Task	Days to Complete	Special Conditions
Stock Pile Material (Including ordering material)	60	1
Mobilize Work Force (including Bidding process if Required)	30	1
Complete Relocation	45	1,2,3
Total Days To Complete	135	1,3

**Special Conditions:**

- Totals do not include delays.
- Typically, adjustments can be made within 60 days.
- Actual time subject to TDOT scheduling, coordination, etc.

 11/20/24  
 Signature of submitting Utility Representative Date

 11/26/2024  
 Signature of submitting State Representative Date

**Subject to provisions of the TDOT Utility Office Maintenance of Traffic Procedures.**



# Buy America

Rev. 12-23-2013

The Tennessee Department of Transportation (TDOT) in compliance with Federal Highway Administration (FHWA) directive **Effective February 29, 2016**

All utility and railroad relocation construction must comply with 23 U.S.C. 313 and 23 CFR 635.410 **Buy America requirements**

All Utility / Railroad invoices submitted to TDOT for Payment **MUST ATTACH THIS CERTIFICATION.**

\_\_\_\_\_  
Utility / Railroad Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**Certification:** All products used in the relocation construction and identified in the attached invoice that are manufactured of steel or iron for permanent installation meet or exceed the requirements set forth in 23 USC 313 and 23 CFR 635.410 Buy America requirements.

Certification documentation is available for review that includes but is not limited to, if available, the Mill Test Report (MTR) for ALL steel products that have the certification statement (or similar) that the steel/iron was "melted and manufactured in the United States." All manufacturing processes and coatings applied thereon have occurred in the United States.

Per the Utility / Railroad Relocation Contract:

The Utility / Railroad agrees to comply with all current, applicable provisions of 23 CFR 645A / 23 CFR 140 and 23 CFR 646.

The Utility acknowledges possession of 23 CFR 645A / The Railroad acknowledges possession of 23 CFR 140 and 23 CFR 646.

The Utility / Railroad is subject to audit for a period of three (3) full years after final payment has been received.

The Utility / Railroad shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility / Railroad agrees that remedies for non-compliance are set out in the applicable regulations and the Contract.

**I have reviewed the material provided herein and attached and hereby certify ALL material on the attached invoice is in compliance with Buy America requirements.**

\_\_\_\_\_  
Signature of representative Authorized for financial obligations

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE**

**OF**

**TENNESSEE**

(Rev. 6-20-11)

January 1, 2021

**SPECIAL PROVISION**

**REGARDING**

**BUY AMERICA REQUIREMENTS**

All manufacturing processes for iron and steel products, and coatings applied thereon, used in this project shall occur in the United States except that if the proposal has bid items for furnishing domestic and foreign iron and steel, the bidder will have the option of (1) submitting a bid for furnishing domestic iron and steel, or (2) submitting a bid for furnishing domestic iron and steel and a bid for furnishing foreign iron and steel. If option (2) is chosen, the bid will be tabulated on the basis of (a) the total bid price using the bid price for furnishing domestic iron and steel and, (b) the total bid price using the bid price for furnishing foreign iron and steel.

For the total bid based on furnishing foreign iron and steel to be considered for award, the lowest total bid based on furnishing domestic iron and steel must exceed the lowest total bid based on furnishing foreign iron and steel by more than 25 percent. The 25 percent differential applies to the total bid for the entire project, not just the bid prices for the steel or iron products.

Iron and steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed from iron and steel made in the United States. Iron products are included, however, pig iron and processed, pelletized, and reduced iron ore may be purchased outside the United States.

Manufacturing begins with initial melting and continues through the coating stage. Any process which modifies chemical content, physical size or shape, or the final finish is considered a manufacturing process. Coatings include epoxy, galvanizing, painting or any other surface protection that enhances the value and/or durability of a material.

The contractor shall provide a certification to the Engineer with each shipment of iron and steel products to the project site that the manufacturing processes for the iron and steel products occurred in the United States. No steel shall be placed until the contractor ensures the requirements of this Special Provision are met.

The above requirements do not prevent a minimal use of foreign materials, if the cost of such materials used does not exceed 0.1 percent of the total contract cost or \$2,500.00, whichever is greater. If steel not meeting the requirements of this Special Provision is used, the contractor shall provide a written statement to the Department prior to its use indicating where the steel will be incorporated in the work,

the value of the steel, the percentage of the contract amount, and the appropriate invoices shall be submitted as documentation.

The contractor shall be responsible for all cost associated with any steel that is permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.

**STATE**

**OF**

**TENNESSEE**

December 12, 2022

January 1, 2021

**SPECIAL PROVISION**

**REGARDING**

**BUILD AMERICA, BUY AMERICA ACT  
REQUIREMENTS**

The Build America, Buy America Act (BABA) Public Law No. 117-58 SEC. 70914 that all of the iron, steel, manufactured products, and construction materials used are subject to Build America, Buy America requirements and are produced in the United States.

- A. Iron and steel: FHWA existing requirements SP106A Regarding Buy America.
- B. Manufactured products: FHWA Buy America Final Rule 11/25/1983, 48 FR 53099; Waiver for Manufactured Products.
- C. Construction materials includes an article, material, or supply that is or consists primarily of:
  - non-ferrous metals;
  - plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
  - glass (including optic glass);
  - Lumber; or
  - drywall.

Construction materials that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

Consider “all manufacturing processes” for construction materials to include at least the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

Provide certifications to the Engineer for the construction materials that they meet the Build America Buy America Act requirements. Assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the project.

The contractor shall be responsible for all cost associated with any of the construction materials that are permanently incorporated into the project that does not meet the requirements of this Special Provision without prior written approval from the Department, up to and including removal and replacement.





STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

UTILITIES DIVISION  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TENNESSEE 37243-1402  
(615) 741-3196

BUTCH ELEY  
DEPUTY GOVERNOR &  
COMMISSIONER OF TRANSPORTATION

BILL LEE  
GOVERNOR

December 11, 2024

**DEPOSIT REQUEST**

Attention : Tim Forkum  
Utility Name : City of Mt. Juliet  
Utility address: 71 E. Hill Street, Mt. Juliet, TN 37122  
Type : Sewer

PROJECT# : 95004-2256-94 COUNTY/S: Wilson  
FEDERAL# : HSIP/PHSIP-24(67) PIN #: 125470.00  
DESCRIPTION: SR-24 (US 70), From Terrace Hill Road to Adeles Garden Road

Dear Sir/Madame:

On 12/11/2024, utility reimbursement contract number 9485 was sent which includes work in the State contract for which the utility is responsible for and is obligated to pay the State the estimated amount of \$51,655.00 The Utility must provide these funds as instructed below:

- A. A check payable to the order of "Department of Transportation".
- B. Please, write project # and contract # on the check for proper credit.
- C. Mail check to address on top of this page, to attention of "Ms. Monica Cromer".

All deposits should be finalized and received no later than 1/29/2025. Original signed utility relocation contracts, utility relocation construction plans (pdf format), electronic specifications, and excel quantities file must also be received on or prior to this date. Our records indicate that you have either not made the required deposit yet or have another previously mentioned item missing. Under State law, the deposit must be received by this date or the utility work will be removed from the State contract which may result in the utility being ineligible for reimbursement for costs under provisions of TCA 54-5-804 if applicable. Failure to submit any of these items may result in your work being excluded from the State contract and the utility being put to work at their own cost.

Should you have any questions, contact me immediately.

Sincerely,

Monica Cromer | Asst. State Utility Coordinator  
Right of Way Division  
James K. Polk Bldg, 6<sup>th</sup> Floor  
505 Deaderick Street, Nashville, TN 37243  
p. 615-741-3331

CC: File

**RESOLUTION 60-2022**

**RESOLUTION APPROVING PROPOSALS TO THE CITY OF MT. JULIET, TENNESSEE FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE S. MT. JULIET ROAD WIDENING PROJECT AND THE LEBANON ROAD WIDENING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE PROPOSALS**

**WHEREAS**, TDOT plans to improve S. Mt. Juliet Road (S.R. 171) from Central Pike (S.R. 265) to Providence Way and Lebanon Road (S.R. 24) from Terrace Hill Road to Adeles Garden Road; and

**WHEREAS**, TDOT will construct the projects, provided the City of Mt. Juliet agrees to cooperate with TDOT as set forth in this proposals; and

**WHEREAS**, TDOT has provided the City of Mt. Juliet with proposals for the purpose of providing an understanding of the City's obligations related to the management of the project corridors before, during, and after the projects are constructed, and

**WHEREAS**, the City of Mt. Juliet desires to approve the proposals from TDOT for the two projects.

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the City of Mt. Juliet, Wilson County, Tennessee as follows:

Section 1. The Board of Commissioners approve the Proposals from TDOT.

Section 2. Mayor James Maness is hereby authorized to execute the said Proposals from TDOT.

Section 3. In the event of conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

Section 4. If any section, clause, provision or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of the resolution.


This Resolution shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED: 9/26/2022



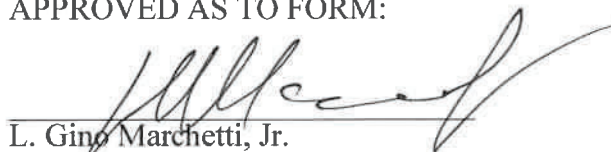
James Maness, Mayor

ATTEST:



Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:



L. Gino Marchetti, Jr.  
Attorney



Kenneth Martin, City Manager



**STATE OF TENNESSEE**  
**DEPARTMENT OF TRANSPORTATION**  
REGION 3 RIGHT OF WAY DIVISION  
6601 CENTENNIAL BOULEVARD  
NASHVILLE, TENNESSEE 37243-0360  
(615) 350-4200

**BUTCH ELEY**  
DEPUTY GOVERNOR &  
COMMISSIONER OF TRANSPORTATION

**BILL LEE**  
GOVERNOR

**DATE: SEPTEMBER 07, 2022**

James Maness, Mayor  
City of Mt. Juliet  
POB 256  
Mt. Juliet, TN 37121

**RE:                    Proposal for Acceptance**  
**STATE PROJ. #: 95004-0256-94, 95004-1256-94, 95004-2256-94, 95004-3256-**  
**94**  
**FED PROJ. #: HSIP-24(67)**  
**COUNTY(s) Wilson**  
**PIN #: 125470.00**  
**DESCRIPTION: From Terrace Hill Road to Adeles Garden Road Route: SR-**  
**24**

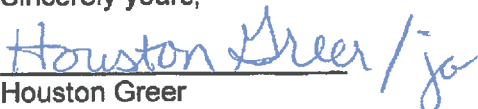
Dear Mayor Maness:

Enclosed you will find an original and two (2) copies of a proposal to be presented before your agency councilmembers for acceptance of same by Ordinance or Resolution, whichever is applicable.

Following acceptance, two (2) copies of the proposals should be returned to me, each accompanied by a certified copy of the Ordinance or Resolution, whichever is applicable. Please note on the original Ordinance or Resolution the book and page number where same has been properly recorded. A sample Resolution is enclosed should the city not already have one available.

It is important that this proposal be accepted as soon as possible in order not to delay the project from being let to contract as scheduled. If you have any questions or anticipate any delay in the acceptance of the proposal, please feel free to call me.

Sincerely yours,



Houston Greer  
TDOT Regional ROW Transportation Manager II  
Phone: 615-350-4217

Enclosures: Proposals (Originals & 2 copies)  
Sample Resolution  
Plans

**PROPOSAL**  
**OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE**  
**TO THE CITY OF MT. JULIET, TENNESSEE:**

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter “DEPARTMENT”, proposes to construct a project in the City of Mt. Juliet, Tennessee, hereinafter “CITY”, designated as Federal Project No. HSIP-24(67), State Project No. 95004-0256-94,95004-3256-94,95004-2256-94,95004-1256-94 , that is described as “From Terrace Hill Road to Adeles Garden Road Route: SR-24”, provided the CITY agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee, 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. The CITY will close or otherwise modify any of its roads, or other public ways if indicated on the project plans, as provided by law.

3. The CITY will transfer or cause to be transferred to the DEPARTMENT, without cost to the DEPARTMENT, all land owned by the CITY or by any of its instrumentalities as required

for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by the CITY or any of its instrumentalities, the CITY agrees that it will take any action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of the CITY since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of the CITY.

The foregoing does not apply to those utility facilities which are owned by the CITY or one of its instrumentalities, it being understood that the CITY has the duty to relocate or adjust such facilities, if required, provided the CITY is notified to do so by the DEPARTMENT with detailed advice as to this duty of the CITY.

5. The CITY will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, the CITY will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. The CITY will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the

DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of the CITY for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and the CITY that all traffic control signs for the control of traffic on a street under the jurisdiction of the CITY and located within the DEPARTMENT's right-of-way shall be maintained and replaced by the CITY.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by the CITY.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a CITY setback line or building and/or structure requirement, including, but not limited to, on-premise signs, the CITY agrees to waive enforcement of the CITY setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a CITY zoning regulation or requirement, the CITY agrees to waive enforcement of the CITY zoning regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. The CITY will not authorize encroachments of any kind upon the right-of-way, nor will the CITY authorize use of the easements for the project in any manner which affects the DEPARTMENT's use thereof.

14. The CITY will obtain the approval of the DEPARTMENT before authorizing parking

on the right-of-way and easements for the project.

15. The CITY will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain the full width of the roadway where no curbs exist. The CITY agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that support the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, the CITY shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT'S maintenance responsibilities as set forth in section 16 of this Proposal.

18. When said project is completed, the CITY thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEPARTMENT's Local



Programs Development Office, the terms of that contract shall control in the event of a conflict with this Proposal..

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished the CITY.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

THE CITY OF \_\_\_\_\_, TENNESSEE

BY: \_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
HOWARD H. ELEY  
COMMISSIONER

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
JOHN REINBOLD  
GENERAL COUNSEL

DATE: \_\_\_\_\_