



Mt. Juliet, Tennessee

Board of Commissioners

Agenda

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

Monday, December 11, 2023

6:30 PM

Commission Chambers

5:30 Swearing In of Chief of Police Michael Mullins and Deputy Chief of Police Tyler Chandler

Public Hearing 6:15 PM

A. Public Hearing Notice

0433

Sponsors: Board of Commissioners, City Manager Kenny Martin

Attachments: 12-11-2023 Public Notice 4370 Old Lebanon Dirt Rd

- Amend the Fiscal Year 2023-2024 Budget Ordinance 2023-24 to appropriate funds for the purchase of property, approximately 5.5 acres located at 4370 Old Lebanon Dirt Rd, Map 077 Parcel 027.00 from Cynthia D. Law for the Fire Department.
- Annex and approve the Plan of Services for approximately 22.19 acres located at 620 Clemmons Rd Map 072, Parcels 71.06 and p/o 71.01, and located within the city's Urban Growth Boundary. (Previously Advertised)

1. Call to Order & Declare a Quorum Present

2. Set Agenda

3. Invocation & Pledge of Allegiance

4. Approval of Minutes

4.A. Approval of 11/27/23 Board of Commissioner Minutes

0437

Sponsors: Board of Commissioners, City Manager Kenny Martin

Attachments: Minutes 11-27-23 -2

5. Citizens Comments

6. Commissioner Reports & Comments

7. City Manager's Report

8. Unfinished Business Consent Agenda Items:

9. Unfinished Business

- 9.A.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 22.19 ACRES, PROPERTY KNOWN AS THE CITY OF MT. JULIET PROPERTY LOCATED 620 CLEMMONS ROAD, MAP 072, PARCELS 71.06 AND P/O 71.01, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY **0367**

Sponsors: Planning Commission Positive Recommendation

Attachments: [620 Clemmons Road AX SR](#)
[620 Clemmons Road Exhibit A Annex 9 20 23](#)
[620 Clemmons Road Ord](#)

Legislative History

10/19/23	Planning Commission	**Positive Recommendation
11/13/23	Board of Commissioners	recommended for approval to the Board of Commissioners

- 9.B.** AN ORDINANCE AMENDING the FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 to appropriate funds for the PURCHASE OF the Property located at 4370 Old Lebanon Dirt Road, MAP 077, PARCEL 027.00 BEING APPROXIMATELY 1.3 ACRES FROM cynthia d law FOR THE fire department **0425**

Sponsors: City Manager Kenny Martin

Attachments: [Purchase 4370 OLDR Ex Summary](#)
[Budget Amend to Purchase 4370 OLDR with PC approval](#)
[Epcn Revised Layout with Fire Station](#)
[4370 OLDR Appraisal](#)

Legislative History

11/27/23	Board of Commissioners	recommended for approval to the Board of Commissioners
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11. New Business

- 11.A.** AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, ARTICLE 11 SIGNS **0375**

Sponsors: Planning and Zoning, Kenny Howell

Attachments: [Article VI, Sign Regulations ZOA SR](#)
[Summary of Sign Regulations Revision](#)
[2023 Ordinance](#)
[Sign Reg Rev 12.6.23](#)

Legislative History

10/19/23

Planning Commission

**Positive Recommendation to
the Board of Commissioners

- 11.B.** AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS 330
W. DIVISION STREET, MAP 073L, GROUP C, PARCEL 002.00,
FROM OPS TO CTC

[0408](#)

Sponsors: Planning Commission Positive Recommendation

Attachments: [330 W. Division St. RZ SR](#)
[330 W Division St Exhibit A Rezone 10 17 23](#)
[330 W Division St RZ ORD](#)
[330 W. Division Legal Description](#)

Legislative History

11/16/23

Planning Commission

**Positive Recommendation to
the Board of Commissioners

- 11.C.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024
BUDGET ORDINANCE 2023-24 TO ACCEPT AND
APPROPRIATE GRANT FUNDS FOR THE GOLDEN BEAR AND
VOLUNTEER BLVD TRAFFIC SIGNAL PROJECT

[0434](#)

Sponsors: City Manager Kenny Martin

Attachments: [2023-12-11- Amend Under Armor SIA Capital Proj budget for
grant awards](#)
[2023-12-11- Amend Under Armor SIA Capital Proj budget -
Exec Summary](#)

12 New Business Consent Agenda Items:

Resolutions

- A.** A RESOLUTION ADOPTING A PLAN OF SERVICES FOR
THE PROPERTY KNOWN AS THE CITY OF MT. JULIET
PROPERTY, LOCATED AT 620 CLEMMONS ROAD MAP 072
PARCELS 71.06 AND P/O 71.01, IN WILSON COUNTY,
TENNESSEE, LOCATED WITHIN THE CITY'S URBAN
GROWTH BOUNDARY

[0377](#)

Sponsors: Planning and Zoning, Kenny Howell

Attachments: [620 Clemmons Road AX SR](#)
[620 Clemmons Road POS](#)

Legislative History

10/19/23

Planning Commission

**Positive Recommendation
to the Board of
Commissioners

- B.** A RESOLUTION TO APPROVE THE ATTACHED SERVICE AGREEMENT WITH GEOSERVICES FOR CONSTRUCTION MATERIALS TESTING FOR THE MT. JULIET POLICE DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT **0435**

Sponsors: City Manager Kenny Martin

Attachments: [GEOS Contract 13-231895 Mt. Juliet Police Department Headquarters \(Mt. Juliet Tennessee\) Proposal](#)
[GEOS Approve contract for Const of PD HQ](#)

- C.** RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CEDAR CREEK GREENWAY, PHASE II PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **0436**

Sponsors: City Manager Kenny Martin

Attachments: [2023-12-11, Cedar Creek Greenway, Ph 2 TDOT Contract Resolution](#)
[2023-12-11, Cedar Creek Greenway, Ph 2 TDOT Contract Exec Summary](#)
[PIN 134713.00, TDOT contract](#)

12. Adjournment



Mt. Juliet, Tennessee

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

Staff Report

File #: 0433

Agenda Date: 12/11/2023

Agenda #: A.

Title:

Public Hearing Notice

Public Notice

The Board of Commissioners of the City of Mt. Juliet will have a Public Hearing on Monday, December 11, 2023, at 6:15 p.m., at City Hall for items to be considered on the following:

- Amend the Fiscal Year 2023-2024 Budget Ordinance 2023-24 to appropriate funds for the purchase of property, approximately 5.5 acres located at 4370 Old Lebanon Dirt Rd, Map 077 Parcel 027.00 from Cynthia D. Law for the Fire Department.
- Annex and approve the Plan of Services for approximately 22.19 acres located at 620 Clemmons Rd Map 072, Parcels 71.06 and p/o 71.01, and located within the city's Urban Growth Boundary. (Previously Advertised)

The Public is invited to attend and comment.

Kenny Martin, City Manager

City of Mt. Juliet



Mt. Juliet, Tennessee

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

Staff Report

File #: 0437

Agenda Date: 12/11/2023

Agenda #: 4.A.

Title:

Approval of 11/27/23 Board of Commissioner Minutes



Presentations 6:00 PM

Pickles for Pups Donation from Cedar Stone Bank to Mt. Juliet Animal Shelter

Public Hearing 6:15 PM

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

A. Public Notice

[0424](#)

Sponsors: City Manager Kenny Martin

Attachments: [11-27-23 2nd Reading Items](#)

- Amend Chapter 12 Fire Prevention and Protection of the Mt. Juliet City Code and to amend the time to sell and discharge fireworks
- Amend the Zoning Ordinance to minimize danger to life and property due to flooding, and to maintain eligibility for participation in the National Flood Insurance Program
- Rezone approximately 37.84 acres of land on Lebanon Road, Map 054, Parcel 005.00 from RS-40, CRC, CG t RM-8 PUD and to Adopt the Preliminary Master Development Plan (PMDP) for the Bluffs at Cedar Creek (previously advertised)
- Rezone land known as Golden Bear Place Subdivision, located at Golden Bear Place and Beckwith Road, Map 078, Parcel 10.09 from OPS to CI (previously advertised)
- Approve the request for Out of City sewer service made by owner/developer of 105 Cedar Grove Church Road, Map 50, Parcel 70.00
- Approve and establish an updated Occupational Safety & Health Program Plan, Devise Rules and Regulation, Provide for a Safety Director and the implementation of such program plan
- Amend the FY 23/24 Budget
 - o appropriate funds for the Mt. Juliet Police Department Firearms Training Center
 - o appropriate funds for a Communications Director in the Executive Department

Rollcall

Present: Bill Trivett, James Maness, Jennifer Milele, Ray Justice, and Scott Hefner

1. Call to Order & Declare a Quorum Present

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

2. Set Agenda

Mayor Maness stated that under "Unfinished Consent" to include agenda items 8A: National Flood Plain Insurance, 9A: Rezone Golden Bear Place, 9B: OOCS 105 Cedar Grove Church Road, 9D: Occupational Safety and Health Program Plan, 9E: Budget Amendment for Firearms Training Center, and 9F: Budget Amendment for Communications Director. Items 8B: Amend Chapter 12 of the City Code - Fire Prevention and Protection, 8C: Amend Chapter 12 of the City Code - Fire Prevention and Protection, and 9C: Rezone the Bluffs at Cedar Creek, would be considered individually. Changes were approved with no objections.

3. Invocation & Pledge of Allegiance

Retired Pastor Darryl Blankenship

4. Approval of Minutes**4.A. 11/13/23 Board of Commissioner Minutes****[0432](#)**

Attachments: [MeetingMinutes21-Nov-2023-04-55-45](#)

The minutes were approved as published.

RESULT: APPROVED

MOVER: Bill Trivett

SECONDER: Jennifer Milele

Aye: Trivett, Maness, Milele, and Justice

Abstain: Hefner

5. Citizens Comments

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

Art Giles, Next Monday is the BPAC walk beginning at 6 PM, refreshments and music will be provided, everyone invited meet at the Willoughby Station amenity center.

6. Commissioner Reports & Comments

Vice Mayor Bill Trivett : Happy belated Thanksgiving to everyone. City Beautiful Crew works continuously to keep the city looking good, appreciates it. On 12/8 is the Tree Lighting and 12/9 is the Christmas Parade Thanks to the first responders, praying for those involved in an accident tonight. Thanked the first responders.

Commissioner Hefner: Thanked everyone for attending tonight and those watching online. Hope everyone had a wonderful thanksgiving. His youngest daughter, Miley is visiting. Looking forward to the Christmas Parade honoring Chief Hambrick. Appreciates the support for the residents and the truth is coming out.

Commissioner Milele: Thanked everyone for the prayers and well wishes, cards, gifts during her recent accident while playing Pickle Ball. Thanked Art Giles, BPAC Chairperson for attending. Tree lighting 12/8. Winners of the City wide Christmas Lights contest will be announced at the tree lightning.

Commissioner Justice: Wished everyone a Belated Happy Thanksgiving. 12/4 is the BPAC walk, deadline to be considered for the Christmas light contest is 12/5, 12/8 Tree lighting 5:30 starts with Food Trucks, 12/9 11 am Christmas Parade, the Grand Marshal is Chief Hambrick.

Mayor Maness: Please complete the Special Census, which helps with funding from the state for police, roads and fire department. Thanked all the first responders who had to work through the holiday. It is a blessing when family is together. Encouraged everyone to shop in Mt. Juliet.

7. City Manager's Report

Thanked everyone for attending and watching. Shop Local to help your City. Thanked the Police Department. Unfortunately this time of year there is an increase in burglaries and thieves. Please lock your cars and don't display the boxes. Shout Out to BPAC for providing this Christmas Light walk event, it is lots of fun. Invited everyone to attend.

8. Unfinished Business Consent Agenda Items:

8.A. AN ORDINANCE ADOPTED FOR THE PURPOSE OF AMENDING THE CITY OF MT. JULIET, TENNESSEE MUNICIPAL ZONING ORDINANCE REGULATING DEVELOPMENT WITHIN THE CORPORATE LIMITS OF MT. JULIET, TENNESSEE, TO MINIMIZE DANGER TO LIFE AND PROPERTY DUE TO FLOODING, AND TO MAINTAIN ELIGIBILITY FOR PARTICIPATION IN THE NATIONAL FLOOD INSURANCE PROGRAM

[0351](#)

Sponsors: City Manager Kenny Martin

Attachments: [MtJuliet Revised Floodplain Ordinance Septmeber 2023 \(Final Draft for Planning\)](#)
[Mt Juliet Revised Floodpain Ord Staff Report September 2023](#)

A motion was made that this Ordinance be adopted. The motion carried by the following vote:

RESULT: ADOPTED

MOVER: Ray Justice

SECONDER: Bill Trivett

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 2023-2048

9.A. AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS GOLDEN BEAR PLACE SUBDIVISION, LOCATED AT GOLDEN BEAR PLACE AND BECKWITH ROAD, MAP 078, PARCEL 10.09, FROM OPS TO CI **0341**

Sponsors: Planning Commission Positive Recommendation

Attachments: [Golden Bear Place Subdivision RZ SR](#)
[Golden Bear Place Subdivision RZ ORD](#)
[Golden Bear Place Legal Desc](#)
[Golden Gateway 9 12 23](#)

A motion was made by Justice, seconded by Trivett, that this Ordinance be adopted.
The motion carried by the following vote:

RESULT: ADOPTED

MOVER: Ray Justice

SECONDER: Bill Trivett

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 2023-2051

9.B. AN ORDINANCE APPROVING THE REQUEST TO CONNECT TO THE MT. JULIET SEWER SYSTEM MADE BY the OWNER/DEVELOPER OF 105 Cedar Grove Church Road, OUTSIDE THE CITY LIMITS OF MT. JULIET, TENNESSEE, IDENTIFIED AS WILSON COUNTY, TENNESSEE, MAP 50, PARCEL 70.00 **0346**

Sponsors: Planning Commission Positive Recommendation

Attachments: [2023.09.21 105 Cedar Grove Church Rd Sewer - PC Staff Report](#)
[2023.10.23 105 Cedar Grove Church Rd Exec Summary](#)
[1491 Nonaville Sewer Availability Ltr](#)
[2023.10.23 Ordinance 105 Cedar Grove Church Rd Sewer](#)

A motion was made by Trivett, seconded by Justice, that this Ordinance be adopted.
The motion carried by the following vote:

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Ray Justice

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 2023-2052

9.D. ORDINANCE TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN [0393](#)

Sponsors: City Manager Kenny Martin

Attachments: [Health & Safety Ordinance TOSHA](#)

A motion was made by Trivett, seconded by Justice, that this Ordinance be adopted.
The motion carried by the following vote:

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Ray Justice

Aye: Trivett, Maness, Milele, Justice, and Hefner

Enactment No: 2023-2054

9.E. AN ORDINANCE AMENDING the FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 to appropriate funds for the mt. juliet police department firearms training center [0396](#)

Sponsors: City Manager Kenny Martin

Attachments: [Firearems Training facility budget amend Ord](#)
[Firearems Training facility budget amend Ex Summary](#)

A motion was made by Trivett, seconded by Justice, that this Ordinance be adopted.
The motion carried by the following vote:

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Ray Justice

Aye: Trivett, Maness, Milele, Justice, and Hefner

Enactment No: 2023-2055

9.F. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET **0414**
ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR A
COMMUNICATIONS DIRECTOR IN THE EXECUTIVE
DEPARTMENT

Sponsors: City Manager Kenny Martin

Attachments: [Communications Director- Amend 23-24 Ord](#)
[Communication Director Executive Summary](#)

A motion was made by Trivett, seconded by Justice, that this Ordinance be adopted.
The motion carried by the following vote:

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Ray Justice

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 2023-2056

9. Unfinished Business

**8.B. AN ORDINANCE OF THE CITY OF MT. JULIET TO AMEND THE
CITY OF MT. JULIET CITY CODE CHAPTER 12 FIRE PREVENTION
AND PROTECTION**

0379

Sponsors: James Maness

Attachments: [Chapter 12 Fire Prevention and Protection \(003\)](#)
[Chapter 12 FIRE PREVENTION AND PROTECTION \(002\)](#)

Motion made by Commissioner Justice to amend said ordinance, page 73, (d) to change the dates to June 28 - July 4, 2 pm - 10 pm and to make this change in Section 12-105 and 16-31 in the City Code, 2nd by Commissioner Hefner.

Discussion was held on the timeline of when holidays could fall and storage of fireworks in a house or garage.

Fire Chief Foulks stated he would recommend changing the time to the weekend prior to the holiday. The Fire Department could add an additional day if one of the days you are unable to shoot.

Discussion was held.

Commissioner Justice amended his amendment for a start time to shoot of 2 pm to 5 pm, no objections voiced.

Vote on shooting from 6/28 - 7/4:

Yea: Hefner, Justice

Nay: Maness, Milele, Trivett (Failed)

Motion made by Mayor Maness to amend Sec. 12-102 (c) to allow shooting on July 3rd, July 4th from 5 pm. to 10 pm, and the preceding Saturday from noon - 10 pm. (3 days total), 2nd by Vice Mayor Trivett.

Vote Yea: Unanimous (1st Amendment)

Motion made by Mayor Maness to amend Sec. 12-102 (e) to delete the following sentence, "Additionally, the city will not issue more than 2 tent permits per owner/vendor.", 2nd Vice Mayor Trivett.

Vote Yea: Unanimous (2nd Amendment)

Motion made by Mayor Maness to amend Sec. 12-102 (e) amend the following to state: "Application for a permit to sell fireworks in the city shall be submitted to the Fire Marshal within the following timeframe: Fourth of July: April 1st - May 31st. New Years Eve: October 1st to November 30th", 2nd by Vice Mayor Trivett.

Vote Yea: Unanimous (3rd Amendment)

Motion made by Commissioner Justice to amend Sec. 12-102 - 10. (k). from 20 feet to 10 feet from the extreme outer edge of the tent, 2nd by Commissioner Hefner.

Vote Yea: Unanimous (4th Amendment)

Motion made by Commissioner Justice to remove under Sec. 12-105 and Sec 12-106 (e) the sentences "It shall be unlawful for fireworks to be used at times, places, or in

any manner, which adversely affects other person"." 2nd by Commissioner Hefner.
Vote Yea: Unanimous (5th Amendment)

Motion made by Mayor Maness to include language to designate a make up day for shooting for whatever reason (Ex: burn ban, rain-out, etc.). This date is to be determined and advertised by the Fire Department, 2nd Vice Mayor Trivett.
Vote Yea: Unanimous (6th Amendment)

Motion made by Commissioner Justice to remove the last sentence in Sec. 12-109 "The site for a permanent fireworks retail sales facility shall conform to the Mt. Juliet Zoning Ordinance pertaining to all parking regulations"., 2nd by Commissioner Hefner.
Vote Yea: Unanimous (7th Amendment)
Back on Ordinance as amended 7 times.

A motion was made by Justice, seconded by Trivett, that this Ordinance be accepted.
The motion carried by the following vote:

RESULT: ADOPTED

MOVER: Ray Justice

SECONDER: Bill Trivett

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 2023-2049

**8.C. AN ORDINANCE OF THE CITY OF MT. JULIET TO AMEND THE
CITY OF MT. JULIET CITY CODE CHAPTER 12 FIRE PREVENTION
AND PROTECTION**

0380

Sponsors: Ray Justice

Attachments: [Chapter 12 Ord Fire Prevention and Protection](#)
[Fireworks City Code Amendment](#)

11. New Business

Ordinances - 1st Reading

A. AN ORDINANCE TO AMEND THE LAND USE PLAN FOR THE PROPERTY KNOWN AS GOLDEN BEAR PLACE LOCATED AT 4403 AND 4515 BECKWITH ROAD MAP 78, PARCELS P/O 12, 17.01, 17.02, FROM INTERSTATE COMMERCIAL TO INTERSTATE COMMERCIAL, MIXED USE, BUSINESS DEVELOPMENT CENTER AND HIGH DENSITY RESIDENTIAL. **0418**

Sponsors: Planning Commission Positive Recommendation

Attachments: [Golden Bear Place KP- LUA Ord](#)
[Golden Bear Place KP Legal Description](#)
[Golden Bear PLace KP Map LU](#)
[Golden Bear Place KP Deferral from BOC to 11-27-2023](#)

Motion made by Vice Mayor Trivett to place items 11A and 11B on the table (Golden Bear Place 4403 & 4515 Beckwith Road), seconded by Commissioner Justice.

Kenneth Powers, 977 Chandler Road: Displayed slides and explained the development.

Joe Haddix, CSDG explained the roads and development.

Mark McDonald, 115 Jackson Blvd, Nashville explained the commercial portion of the development.

Discussion was held.

The development is committed to \$9 million on and off site improvements, which includes improvements to Golden Bear and Beckwith. They have agreed to a voluntary contribution per lot. The applicant is willing to donate a total of 2.1 acres to the city for a fire station or a pickle ball courts or what the city feels will best serve the community. This is the area shown as green space directly above 2B on the map. Applicant will come back on 2nd reading with this described.

Motion made by Mayor Maness to strike # 15 under Planning and Zoning, 2nd by Commissioner Hefner.

Vote yea: Unanimous

Discussion was held.

A motion was made by Trivett, seconded by Justice, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 1/8/2024. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Bill Trivett

SECONDER: Ray Justice

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No:

- B. AN ORDINANCE TO REZONE APPROXIMATELY 81.61 ACRES OF PROPERTY ON BECKWITH ROAD, MAP 078, P/O PARCEL 12, 17.01 AND 17.02 FROM CI, CI-PUD AND CRC-PUD TO COMMERCIAL MIXED USE, PLANNED UNIT DEVELOPMENT (CMU-PUD) AND TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR GOLDEN BEAR PLACE** **0419**

Sponsors: Planning Commission Positive Recommendation

Attachments: [Golden Bear Place KP PMDP Ord](#)
[Golden Bear Place KP Map Rezone PUD](#)
[Golden Bear Place KP PMDP Legal Description](#)
[Golden Bear Place KP ORd 2017-04](#)
[Golden Bear Place KP Revised SR](#)
[Golden Bear Place KP map dated 8-15-23](#)

This Ordinance was approved.

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Ray Justice

SECONDER: Bill Trivett
Enactment No:

- C. AN ORDINANCE AMENDING the FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 to appropriate funds for the PURCHASE OF the Property located at 4370 Old Lebanon Dirt Road, MAP 077, PARCEL 027.00 BEING APPROXIMATELY 1.3 ACRES FROM cynthia d law FOR THE fire deparTMENT** **0425**

Sponsors: City Manager Kenny Martin

Attachments: [Purchase 4370 OLDR Ex Summary](#)
[Budget Amend to Purchase 4370 OLDR with PC approval](#)
[Epcn Revised Layout with Fire Station](#)
[4370 OLDR Appraisal](#)

A motion was made by Trivett, seconded by Justice, that this Ordinance be accepted. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Bill Trivett

SECONDER: Ray Justice

Aye: Trivett, Maness, Milele, Justice, and Hefner

- D. AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, BY AMENDING ARTICLE III, USE REGULATIONS ADDING SECTION 3-108, TEMPORARY EVENTS, USES AND PORTABLE BUILDINGS, TO INCLUDE MOBILE FOOD VENDOR (FOOD TRUCKS) REGULATIONS FOR RESIDENTIAL AND INDUSTRIAL DISTRICTS** [0431](#)

Sponsors: City Manager Kenny Martin

Attachments: [Mobile Food Vendor Amend Ord](#)

Discussion was held.

City Attorney Gino Marchetti stated this changes the fee to \$100 per year for in the city or out of the city vendors.

Motion made by Commissioner Milele to extend the sunset to 6/30/24, 2nd by Commissioner Justice.

Discussion was held.

Vote on extending sunset to 6/30/24

Yea: Milele, Hefner, Justice

Nay: Maness Trivett

A motion was made that this Ordinance be accepted. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Bill Trivett

SECONDER: James Maness

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No:

12 New Business Consent Agenda Items Resolutions:

- 12A.** A RESOLUTION AUTHORIZING THE CITY OF MT. JULIET TO PARTICIPATE IN THE JAMES L. RICHARDSON GRANT PROGRAM - PUBLIC ENTITY PARTNERS (PEP) FOR A DRIVER TRAINING SIMULATOR **0423**

Sponsors: City Manager Kenny Martin

Attachments: [PEP Matching Grant - Training Simulator](#)

A motion was made by Trivett, seconded by Milele, that this Resolution be accepted.
The motion carried by the following vote:

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Jennifer Milele

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 68-2023

- 12B.** RESOLUTION APPROVING ATTACHMENT TO THE MASTER AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND WATER MANAGEMENT SERVICES, LLC FOR THE SEWER SYSTEM GIS MAPPING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **0427**

Sponsors: City Manager Kenny Martin

Attachments: [2023-11-27 Sewer Mapping Resolution](#)
[2023-11-27 Sewer Mapping - Exec Summary](#)

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Jennifer Milele

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 69-2023

12C. A RESOLUTION AUTHORIZING THE CITY OF MT. JULIET, TENNESSEE TO ADOPT CERTAIN PROVISIONS GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT 62 (GASB 62) CODIFICATION OF ACCOUNTING AND FINANCIAL REPORTING GUIDANCE CONTAINED IN PRE-NOVEMBER 30, 1989 FASB AND AICPA PRONOUNCEMENTS **0428**

Sponsors: Board of Commissioners, City Manager Kenny Martin

Attachments: [2023 Res - GASB 62 Accounting - Sewer funds Mt. Juliet](#)
[2023 Exec Sum - Application of GASB 62 to Sewer Fund](#)

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Jennifer Milele

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 70-2023

A. A RESOLUTION TO APPROVE THE PURCHASE AND SALE AGREEMENT TO PURCHASE PROPERTY LOCATED AT 4370 OLD LEBANON DIRT ROAD FOR A PURCHASE PRICE OF \$950,000.00 TO BE USED FOR A FUTURE FIRE HALL AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT **0430**

Sponsors: Board of Commissioners, City Manager Kenny Martin

Attachments: [Approve the purchase of 4370 OLDR - Fire Resolution](#)
[Contract - City of Mt. Juliet 4370 Old Lebanon Dirt Road](#)

Discussion was held and concern over the remianing horse.
City Attorney Gino Marchetti stated we are just reserving the 1.3 acres for the horse and we do not maintain the horse.
Discussion was held.

A motion was made by Trivett, seconded by Milele, that this Resolution be recommended for approval to the Planning Commission, on meeting date of 12/21/2023. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Bill Trivett

SECONDER: Jennifer Milele

Aye: Trivett, Maness, and Milele

Nay: Justice, and Hefner

Enactment No: 71-2023

Appointment

- A.** Appointment to Ethics Commission for District 2: Mike Shoemake

[0429](#)

Sponsors: Bill Trivett

Attachments: [Ethics Commission - 2-355](#)

Vice Mayor Trivett stated this is due to the timing.

City Attorney Gino Marchetti stated the current Ethics Commissioner appointed by Commissioner Trivett stated he will serve on the first 4 Ethics Complaints but not on the last 2 due to time restraints.

Vice Mayor Bill Trivett nominated Michael Shoemake.

Vote Yea: Unanimous

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

RESULT: APPROVED

Aye: Trivett, Maness, Milele, Justice, and Hefner

Unfinished Business Moved to Bottom of the Agenda

9.C. AN ORDINANCE TO REZONE APPROXIMATELY 37.84 ACRES OF PROPERTY ON LEBANON ROAD, MAP 054, PARCEL 005.00 FROM RS-40, CRC, CG TO RM-8 PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE BLUFFS AT CEDAR CREEK

0386

Sponsors: Ray Justice

Attachments: [The Bluffs at Cedar Creek ORD 11-30-23](#)
[Bluffs Cedar Creek Rezone map](#)
[Bluffs Cedar Creek Revised Staff Report](#)
[Bluffs Cedar Creek Orig Staff Report](#)

Motion made by Mayor Maness defer until the end of agenda, 2nd by Commissioner Justice.

Vote to move to the end of the agenda: Yea: Unanimous

Motion made by Commissioner Justice to bring back to the table, 2nd by Vice Mayor Trivett

Planning Director Jennifer Hamblen read the minutes of 9/11/23 with four approved amendments and stated they have been included in the ordinance presented tonight..

Discussion was held.

Motion made by Commissioner Justice to amend said ordinance to add Planning & Zoning #7, with a cap of 5% rentals in RM8, with no more than one person or entity shall own more than one unit, the 10 commercial units shall be 100% allowable rentals, 2nd by Commissioner Hefner.

Vote Yea: Unanimous (1st Amendment)

Discussion was held on farm fencing vs. ornamental fencing next to Mr. Searcy's farm. City Planner Jennifer Hamblen stated she spoke with Mr. Searcy and he is concerned about children reaching thru the fence and would want a privacy fence, the fence is 20 feet from the property line.

Discussion was held.

City Planner Jennifer Hamblen stated she would support a fence with no landscaping behind it. A 20 foot no touch zone between the new fence and the property line.

Motion made by Commissioner Justice that along the western property line perimeter (but not the creekbank) #29 under Planning and Zoning a 20 foot do not disturb buffer with a low maintenance opaque fence, 2nd by Commissioner Milele.

Vote Yea: Unanimous (2nd Amendment)

Motion made by Mayor Maness to include a waiver or variance for A & B Conditional Use Permit, 2nd by Commissioner Justice.

Vote Yea: Unanimous (3rd Amendment)

City Planner Jennifer Hamblen stated the numbering on the ordinance would change on 2nd reading.

Motion made by Mayor Maness to capture 2,3,4 & 5 and include the staff recommendations, 2nd by Vice Mayor Trivett.

Vote Yea: Unanimous (4th Amendment)

Discussion was held \$9,200.00 per unit

Public Works Director Matt White stated their all of the roadways are captured.

\$9,200.00 per unit road improvements to Mt. Juliet Road and Lebanon Road and future signal improvements if warranted. The Mt. Juliet Road improvement is off site.

Nathan Quinn stated he believes they came up with the cost for 180 units for road improvements. If you remove the traffic signal you are at \$6,700.00 per unit.

Motion made by Vice Mayor Trivett that the voluntary contribution would be an additional \$800.00 per unit, 2nd by Commissioner Milele.

Vote Yea: Unanimous (5th Amendment)

Motion made by Commissioner Justice that Planning and Zoning #12 to state going vertical by the 100th CO, pad graded by the 1st CO and completed by the 180th CO in the RM8, 2nd by Commissioner Hefner.

Discussion was held.

Vote: Yea: Milele, Hefner, Justice

Nay: Maness, Trivett

(6th Amendment)

This Ordinance was adopted.

RESULT: ADOPTED

MOVER: Scott Hefner

SECONDER: Ray Justice

Aye: Milele, Justice, and Hefner

Nay: Trivett, and Maness

Enactment No: 2023-2053

12. Adjournment

Mayor James Maness

City Recorder Sheila S. Luckett, MMC



Mt. Juliet, Tennessee

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

Staff Report

File #: 0367

Agenda Date: 12/11/2023

Agenda #: 9.A.

Title:

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 22.19 ACRES, PROPERTY KNOWN AS THE CITY OF MT. JULIET PROPERTY LOCATED 620 CLEMMONS ROAD, MAP 072, PARCELS 71.06 AND P/O 71.01, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY



MEMORANDUM

Date: October 19, 2023

To: Luke Winchester, Chairman
and Planning Commission

From: Jennifer Hamblen, Planning Director
Jon Baughman, Deputy Planner

Re: 620 Clemmons Road
Annexation
Map - 072
Parcel(s) – 071.06, p/o 071.01

Request: Submitted by City staff, the City of Mt. Juliet seeks annexation of 620 Clemmons Road.

Description: The subject property is located on east side of Clemmons Road and will be part of District 3 if annexed. The property is undeveloped and about 23 acres. This property is across the street from the eastern entrance of Lynwood Station currently under construction. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Mt. Juliet/620 Clemmons Road	Business Development Center	N/A	R-1	RS-40 Default

Future Land Use Plan: The City's Future Land Use Map identifies this area as Business Development Center. A change is not requested.

Zoning: Current zoning is Wilson County R-1. If annexed, the property will default to RS-40 zoning.

Annexation: The subject property is located wholly within the City's Urban Growth Boundary and is contiguous with existing City limits.

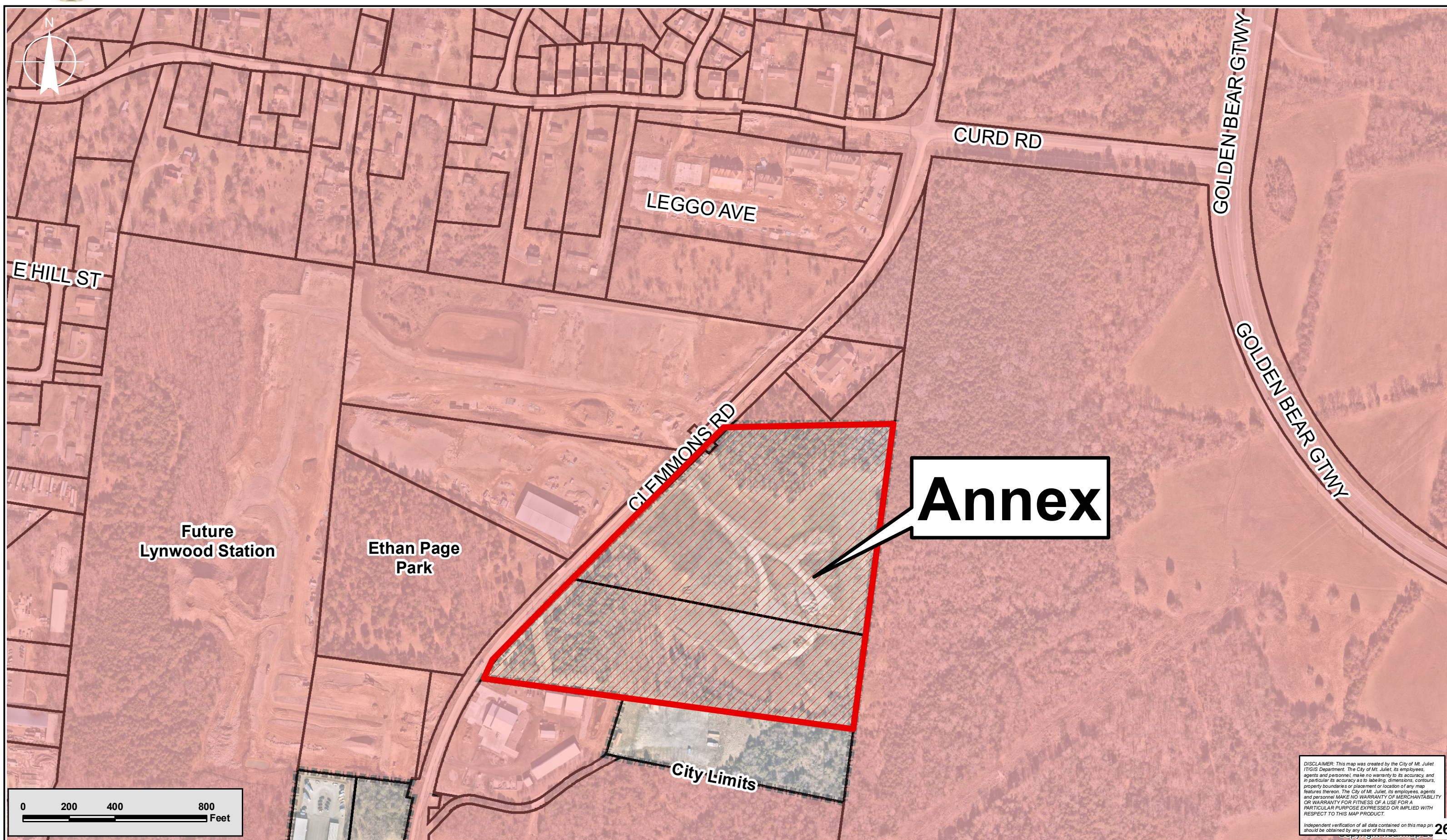
Plan of Service: A plan of services is included for review.

Recommendation: Staff recommends forwarding the Annexation and Plan of Services for 620 Clemmons Road to the Board of Commissioners with a positive recommendation.



Exhibit A - Annex

620 Clemmons Road
Map 072, Parcel 071.06 & p/o Parcel 071.01



ORDINANCE NO. _____

AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 22.19 ACRES, PROPERTY KNOWN AS THE CITY OF MT. JULIET PROPERTY LOCATED 620 CLEMMONS ROAD, MAP 072, PARCELS 71.06 AND P/O 71.01, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of October 19, 2023, and forwarded a positive recommendation (Vote 6-0-0) for approval to the Board of Commissioners; and

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____ and notice thereof published in the Chronicle of Mt. Juliet on _____; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to annex the subject property of approximately 22.19 acres, into the corporate boundaries of the City of Mt. Juliet; and

WHEREAS, the property described herein is entirely within the Mt. Juliet Urban Growth Boundary; and

WHEREAS, a Plan of Services for this area was adopted by resolution of Board of Commissioners as required by Tennessee Code Annotated § 6-51-102; and

WHEREAS, it is in the best interests of the residents and property owners of the City of Mt. Juliet, Tennessee to include the property described herein within corporate boundaries of the City of Mt. Juliet.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON _____, 2023 as follows:

SECTION 1. – ANNEXATION. The property described herein below and as shown and further described on Exhibit B attached hereto, is hereby annexed into the City of Mt. Juliet. The annexed land will be subject to the provisions and requirements of Ordinance 2001-29 as amended (Mt. Juliet Zoning Ordinance) and all other applicable ordinances, rules and regulations of the City of Mt. Juliet. It is further conditioned as described below:

LEGAL DESCRIPTION – See Exhibit A (attached)

SECTION 2. – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation with a vote of (6-0-0) in a regular meeting to be held on October 19, 2023.

SECTION 3. – PUBLIC HEARING – The annexation was the subject of a public hearing held on _____ at 6:15 p.m.

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:

L. Gino Marchetti, Jr.
City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 0425

Agenda Date: 12/11/2023

Agenda #: 9.B.

Title:

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO
APPROPRIATE FUNDS FOR THE PURCHASE OF
THE PROPERTY LOCATED AT 4370 OLD LEBANON DIRT ROAD, MAP 077, PARCEL 027.00
BEING APPROXIMATELY 1.3 ACRES FROM CYNTHIA D LAW FOR THE FIRE DEPARTMENT**

Mark Foulks
Fire Chief

FIRE DEPARTMENT CITY OF MT. JULIET

Eric Newman
EMS Chief

Joseph Edwards
Deputy Fire Chief

Brent Blamires
Fire Marshal

Sharon Bachelier
Administrative Assistant

Scott Lively
Training Chief



Approval for Funding to Purchase Property, Improvements, Contractual Services, and Engineering Services for the Replacement of Fire Station 3

- 1) Who: Mt. Juliet Fire Department
- 2) What: Approval is needed for funding to purchase property to replace Fire Station 3. Additionally, approval is needed for contractual services, architectural and engineering services, and limited property improvements prior to commencement of construction.
- 3) When: Immediately
- 4) Where: 4370 Old Lebanon Dirt Road
- 5) Why: Mt. Juliet Fire Station 3 is very old, outdated, and does not meet the safety standards of modern fire stations. The location of the station is not optimum for current and future response deployment needs. Due to the age, condition, and location it needs to be replaced.
- 6) Costs: \$1,350,000.00
- 7) Line Item: 42200-200 Contractual Services \$ 50,000.00
42200-268 Engineering Services \$300,000.00
42200-939 Other Improvements \$ 50,000.00
42200-910 Land \$950,000.00
- Staff Recommendation: Chief Mark Foulks and City Manager Kenny Martin have provided a positive recommendation
- Prepared by: Chief Mark Foulks

SITE DATA:

TOWNHOMES: 40 UNITS
SINGLE FAMILY: 83 UNITS
TOTAL LOTS: 123 UNITS

SOURCES:

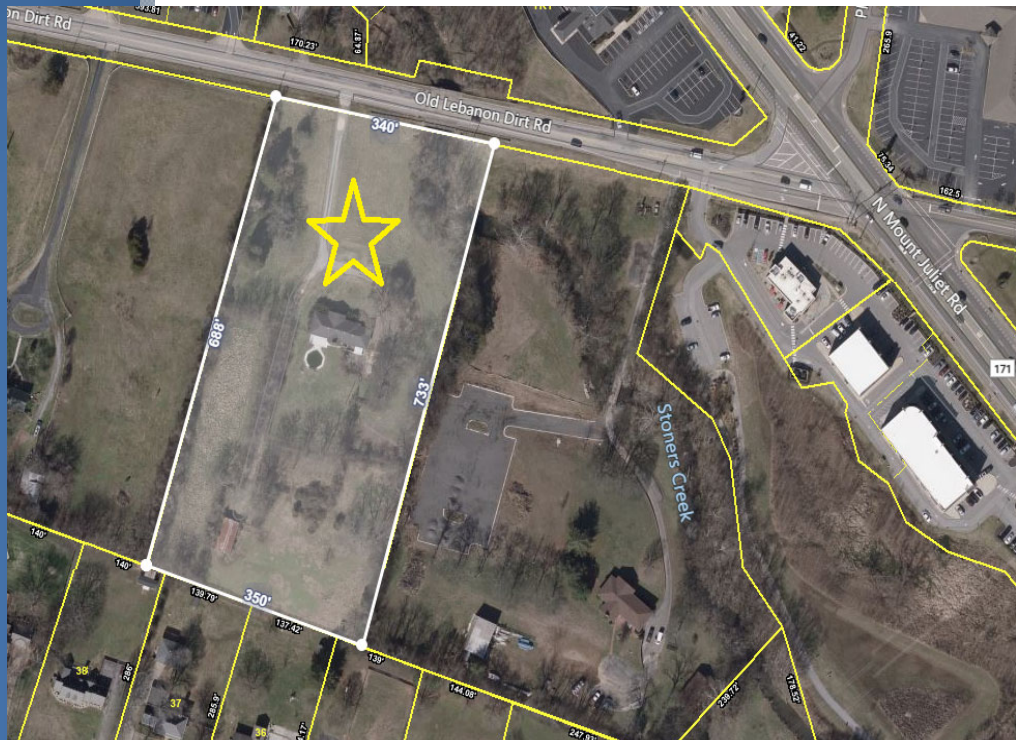
AERIAL: GOOGLE EARTH
BOUNDARY: WILSON CO GIS
TOPOGRAPHY: STATE OF TN. LIDAR

CONCEPTUAL YIELD STUDY NOTE:

THIS DRAWING IS A CONCEPTUAL PLAN THAT HAS NOT BEEN FORMALLY ASSESSED AND/OR APPROVED BY THE LOCAL PLANNING/CODES DEPARTMENT. THIS CONCEPTUAL PLAN WILL REQUIRE APPROVAL BY ALL AUTHORITIES HAVING JURISDICTION OVER THE PROJECT PRIOR TO ITS IMPLEMENTATION AND IS SUBJECT TO CHANGE THAT COULD INCLUDE REDUCTION OF DENSITY. THEREFORE, NO REPRESENTATIONS OR WARRANTIES ARE MADE REGARDING THE FITNESS, SUITABILITY, CONSTRUCTABILITY, AND/OR LEGALITY OF ANY IMPROVEMENTS REFLECTED ON THE PLAN.



**An Appraisal Report
Of**



Land "As If Vacant"

Located at

**Old Lebanon Dirt Road
Mt Juliet, TN 37122**

As of

December 1, 2023

Prepared For

The City of Mt Juliet

Prepared by

THOMAS WENDELL ETHRIDGE
State Certified General
Real Estate Appraiser
CG 407



December 4, 2023

The City of Mt Juliet

**RE: Old Lebanon Dirt Road
Mt Juliet, TN 37122**

Dear Client,:

At your request, we have prepared an appraisal for the above referenced property. The purpose of this appraisal is to estimate the market value as defined of the subject property The City of Mt Juliet . This appraisal is intended for the use of The City of Mt Juliet .

This Appraisal Report was ordered by The City of Mt Juliet and prepared for the sole use and benefit of The City of Mt Juliet . The Appraisal Report is based in part upon documents, writings and information owned and possessed by The City of Mt Juliet . and the information, analyses, conclusions, statements, and reported opinion of values contained within the report are to be held strictly confidential. The unlawful interception, use, or disclosure of such confidential information is strictly prohibited under Federal Statute 18 USCA 2511 and the Gramm-Leach-Bliley Act of 1999. This report may have been made available to third parties who have been authorized to receive it for information purposes only. However, this report should not be used for any purpose other than to understand the information made available to the bank concerning the property it addresses. Any parties found in the possession of this report who are believed to have obtained it inappropriately can be prosecuted under Federal Statute 18 USCA 2511; and, if misused by breaching its confidential content can also be prosecuted under the Gramm-Leach-Bliley Act of 1999.

The appraisal report was performed in accordance with the requirements of Title Xi of FIRREA and any implementing regulations.

The attached report details the scope of the appraisal, level of reporting, definition of value, valuation methodology, and pertinent data researched and analyzed in the development of this appraisal.

I certify that I have no present or prospective interest and I have not performed an appraisal on the subject within the prior three years. I have not provided any services

regarding the subject property within the prior three years, as an appraiser or in any other capacity.

Your attention is directed to the Limiting Conditions and Assumptions. Acceptance of this report constitutes an agreement with these conditions and assumptions.

VALUATION SUMMARY – “AS IS”

Based upon comparable sales, we estimated the value for the subject. I have correlated to a final value estimate of the property “as is” of \$1,000,000 “AS IS”

DATE OF VALUATION AND DATE OF REPORT

This property was last inspected on December 1, 2023; this date is the date of valuation for the property in its “as is” condition. It is noted that when developed the structures will likely be removed, however are considered an interim use and a cost to cure or remove these improvements is applied.

SUMMARY OF THEORIES AND METHODS USED

There are three classic approaches to value – the cost approach, the sales comparison approach, and the income approach. All three approaches were considered in this appraisal.

The cost approach consists of estimating the value of the vacant land. The value of the improvements is found by estimating their replacement cost new and deducting any accumulated obsolescence as indicated by the market. This depreciated replacement cost new is then added to the land value and value of land improvements to give the value as indicated by the cost approach.

The sales comparison approach consists of researching the market to find sales of properties like the subject property. These sales are adjusted to the subject for any differences and the adjusted unit(s) of comparison tends to indicate the value as indicated by the sales comparison approach. This approach relies on the assumption that past prices paid by willing buyers and sellers in the market are most indicative of future prices that will be paid by buyers and sellers in the market for similar properties.

The income approach consists of estimating the income that a property would produce as well as the expenses it accrues. This yields a net operating income, which can be capitalized into value by dividing the income by the rate of return investors require on this type of property investment. This approach is most applicable to those properties with the ability to generate income to its ownership.

We did not utilize the cost approach; we did utilize the sales and income approaches in valuing the property. In the income approach, we utilized the direct discounted cash flow method (yield capitalization) technique in the income approach.

. In this technique, the appraiser estimates the called anticipated use or improvements. In this technique, the appraiser estimates the Extraordinary Assumptions:

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, Extraordinary Assumptions and Hypothetical Conditions (if any), we have made the following value conclusion:

Market Value:

The opinion of Market Value of the Fee Simple estate in the subject property as “If Vacant,” as of December 1, 2023, was:

ONE MILLION DOLLARS

(\$1,000,00.00)

The reflected value the fee simple estate.

The market exposure time proceeding December 1, 2023, would have been 6 months. The marketing time following December 1, 2023, would be 6 months. Market supported rent was applied.

Extraordinary Assumptions: None.

Respectfully submitted,



Thomas Wendell Ethridge TN Certified General Real Estate Appraiser CG-407

The current market appears to have been stabilized and is now in question due to the interest rate increases and inflation in the USA.

In the immediate area of the subject there is no reflection over building or excessive vacancies and property values appear to be stable with some increases reflected.

The Value above is reflected subject to the conditions set forth in this report and

Marketing Time/Exposure Time

Marketing Time is defined as: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal.

Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.

Advisory Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and

Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.

Exposure Time is defined as: The time a property remains on the market. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

The marketing time and exposure time displayed in this report are estimated based on current the MLS travel rate along with my knowledge of the area the sales displayed and considered.

I have also counseled with a vast area of commercial Agents and companies,

such as:

Wayne Wilkerson President NAI

Scope of Service Experience

Specialties: Investment, Retail

308 Franklin Street
Clarksville, TN

Phone: (931) 648-4700

Fax: (931) 648-9384

Entered the real estate business in 1978 specializing in Commercial / Investment Real Estate since 1982. Extensive experience in site selection throughout the Southeast representing regional and national retailers, restaurants, and developers.

Education

Tennessee Technological University

Professional Affiliations & Designations

Certified Commercial Investment Member (CCIM)
International Council of Shopping Centers
Middle Tennessee CCIM Chapter

Significant Transactions

Rafferty's Restaurants - 25 Locations
Wendy's - 30 Locations
The Shoppes at Center Pointe
Center Pointe Office Park
Crossland Towne Center
MT Juliet Crossing
Triad Hospitals / Gateway Medical Center

Cushman Wakefield, Terry W. Smith is a Principal and Broker with Cornerstone. Terry has been involved in over \$2.1 billion of leasing and sales transactions since 1985.

Terry has extensive knowledge of industrial and commercial real estate and carries the office and industrial designation with the Society of Office & Industrial Realtors where he recently served on the National Board of Directors. In 1999, the National Association of Industrial & Office Parks (NAIOP) awarded Terry the Middle Tennessee Broker of the Year Award for the assemblage of the 400-acre Dell Computer campus along with the purchase of a 268,000 SF manufacturing facility and the lease of 135,000 SF of office/tech space. In 2002, NAIOP recognized Terry with its Industrial Lease of the Year

award. In 2007 and 2008, he received the NAIOP & Nashville Business Journal's Distinguished Deals award for Office Sale of the Year. Most recently, Terry was part of the sales team receiving the 2010 NAIOP Industrial Sale of the Year Award. Terry serves on Cushman & Wakefield's Global Supply Chain Solutions Group and is a member of their Alliance CEO network.

Charles Hawkins Company, J.P. Lowe Broker Senior VP Commercial Group 615-345-7212

No individual provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.

I certify, as the appraiser, that I have completed all aspects of this valuation, including reconciling my opinion of value, free of influence from the client, client's representatives, borrower, or any other party to the transaction.

Your attention is directed to the Limiting Conditions and Assumptions. Acceptance of this report constitutes an agreement with these conditions and assumptions.

Based on conversations with local utility suppliers, there are no known, existing, or proposed, off-site utilities that would adversely affect the subject property unless specifically stated.

The data sources used in this include, but are not limited to, Data Bank, MLS, CRS, Tax Assessor, Tax Trustee, Realtors, builders, owners, and other appraisers. In developing this appraisal report, care was taken to collect all possible data from the available sources listed above. Confirmation of this data was accomplished by at least two of the sources. All data collected and confirmed that was deemed significant was used in this report. All known easements, restrictions, encumbrances, leases, reservations, covenants, contracts, declarations, special assessments, and ordinances were considered in the appraisal; however, no survey or title search was provided to the appraiser. No personal property, trade fixtures, intangible items are included in the appraisal.

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Subject Property:	Old Lebanon Dirt Road Mt Juliet, TN 37122
Tax Map and Parcel:	Parcel 027.00 on Tax Map 077
Effective Date of Appraisal:	December 1, 2023
Date of Report:	December 4, 2023
Site Size:	5.50 Acres
Zoning:	Residential with the City having the Right to Zone commercial if purchased None Considered
Improvements:	
Ownership Interest Appraised:	Fee Simple
Occupancy:	Owner Occupied
Highest and Best Use:	
"As though vacant"	Commercial Development Site
"As Is"	Under Improved
Value Indication	\$1,000,000

There is no active Listing on the subject property and no known lease.

OBJECTIVE OF THE APPRAISAL

The objective of this appraisal is to express an opinion of the Market Value of the fee simple interest in the subject property, "As Is." This opinion is to be based on the findings and features in place, as of December 1, 2023.

PURPOSE AND FUNCTION OF THE APPRAISAL

The purpose of this appraisal report is to present the data and reasoning that the appraiser has used in forming the opinion of Market Value. It is the appraisers' understanding that the function of the report will be to assist the client, The City of Mt Juliet, with in with internal management decisions regarding purchasing of the asset. Use of this report by others is not intended by the appraiser. Furthermore, the appraisal is not intended for any other use.

DATE OF APPRAISAL

The subject property is being appraised as of December 1, 2023, which is considered the effective date of the appraisal. This date represents the date of inspection and considers the conditions and leases in place, if any, as of this date.

PROPERTY RIGHTS BEING APPRAISED

The property rights being appraised are the fee simple interest in the subject property. Since the subject is currently not encumbered by leases.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

There are no extraordinary assumptions or hypothetical conditions within this report.

DEFINITION OF MARKET VALUE

For the purpose of this appraisal, **Market Value** is defined as follows:

"The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their best interests.
3. A reasonable time is allowed for exposure to the open market.
4. Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

This is the definition utilized by the Comptroller of Currency in 12 CFR Part 34 Section 34.42(g) and may also be found in the Uniform Standards of Professional Appraisal Practice.

SCOPE OF THE APPRAISAL

The term “scope of the appraisal,” means the extent of the process of collecting, confirming, and reporting data.

The process of completing this appraisal assignment began with a physical inspection of the subject property. The inspection of the property was conducted on December 1, 2023, which is considered the effective date for the “as is” opinion of value. The inspection was conducted on and around the subject site, as well as visual inspection of the exterior of the improvements, since they are not the Highest and Best Use. A search of public records was conducted to ascertain ownership, legal description, easements, and encumbrances of or on the property. The appraiser has checked courthouse records for land sales and for improved sales similar to the subject property. Tax records, CRS, MLS, and/or various other sources have also been utilized for comparable sales data, as well as being a source in determining the physical size of comparable sales.

When applicable, the appraisers have discussed and analyzed market leases and expenses with owners and tenants of properties similar to the subject. When possible, sales were confirmed by interviewing the grantor or grantee and, or by reviewing recorded documents. An inspection of each of the sales utilized in this report was conducted to the extent deemed sufficient for credible consideration.

General data regarding demographics of the area and neighborhood was obtained from the local chamber of commerce, state agencies and a working knowledge of the area.

Cost data, when utilized, was derived from several sources. Although no one source was relied upon explicitly, each was considered. These include Marshall Swift valuation publications, local builder’s costs on file, actual cost figures provided by the developer, and a personal background in the construction of commercial, residential, and industrial improvements.

The appraisers have made a conscientious effort to adequately and correctly research, confirm, correlate, analyze and communicate all the pertinent data sufficiently enabling the reader to understand the appraisal report properly.

The appraisers who have participated in this appraisal assignment have adequate knowledge and experience with this type of property to comply with the Competency Provision of USPAP. This appraisal report represents an Appraisal Report format.

Since the site is valued "AS IF Vacant" only the Sales Comparison Approach is displayed.

IDENTIFICATION, OWNERSHIP & SALES HISTORY OF SUBJECT PROPERTY

The property that is the subject of this appraisal report consists of a parcel of land that fronts along the south side right-of-way of the Old Lebanon Dirt Road. It is located within the City of Mt Juliet Wilson County, and the State of Tennessee. The property is identified as Parcel 027.00 on Tax Map 077. The current address of the property is 4370 Old Lebanon Dirt Road., Mt Juliet, TN 37122.

According to a search of public records Brummitt Olen H ETUX June M are the current owners of the subject property., The subject property was not found to have had any ownership conveyances in the past three (3) years. I found no current or historic for sale listing. The subject is not under contract.

Williamson, and Wilson Counties. This MSA represents almost 20% of the population of Tennessee and is part of the 40-county SMSA of Middle Tennessee, which was established by the US Census Bureau in 1970.

Metro Nashville/Davidson County is the economic focal point of the area with its population of about 569,000, while the remaining seven counties have a combined population of an additional 661,420, creating a viable MSA of 1,231,311 persons.

City History

Nashville was settled with the construction of Fort Nashborough in 1779 on the banks of the Cumberland River and was made the permanent capital in 1843. The earliest basis for development was both Agricultural and commerce because of the area's fertile farmland and the city's location along a navigable north/south waterway, later to give rise to north/south railways.

During the Civil War, Nashville acquired the nickname "Athens of the South" because of its notoriety in culture, education, commerce, and an appreciation for Greek architecture, even to the extent that an exact replica of the Parthenon was constructed circa 1900 in what a dedicated city park is now. In its earliest years as a southern cultural center, Nashville was also developing as a major publishing center, primarily religious publishing. In 1925 was the Volunteer State Bank. live radio broadcast from the Ryman Auditorium of what was to become "The Grand Ole Opry" via WSM radio's designated clear-channel frequency of 650 AM with its coverage from the Gulf of Mexico to Canada and virtually all of the eastern United States. This was the beginning of Nashville's recognition as a major music center.

In the 1960's, a revitalization plan for the CBD was begun. Because of a commitment from all of the major banks to maintain their presence in the downtown area, the plan was successful, and Nashville still enjoys a strong CBD as the epicenter of area commerce.

In 1963, the governments of the City of Nashville and Davidson County were consolidated into a single metropolitan government, one of the Volunteer State Bank. in the United States. Also, a Volunteer State Bank. was the 1974 opening of a thermal transfer plant, which burns much of the city's solid waste to provide heating and cooling for downtown office buildings through a series of underground conduits.

The city's history has proven to be innovative without the loss of its sense of history, maintaining much of the character of a small town despite a steadily growing population base.

Economic Base

The Nashville MSA exhibits a broadly diversified economic base, being a recognized center of publishing and printing, finance/insurance, health care management, music, transportation, and tourism/conventions. All of these economic segments tend to "import" dollars, which strengthens the local base of commerce and helps the local economy to be less affected by swings in the national economy. The Nashville market tends to go into recession later and emerges sooner than the broader trends and usually with less overall effect.

CONCLUSION

In light of the social and economic attributes of the greater Nashville MSA area, we are **cautiously optimistic** about the short-term outlook. Long-term, the region should see stability and moderate growth, with increasing real estate values.

NEIGHBORHOOD DATA



Neighborhood is defined as “a group of complementary land uses.” The geographic area of a neighborhood may be defined by legal or governmental boundaries, or physical boundaries, or perceived economic boundaries. The neighborhood is the sphere influence or context in which the subject property exists, and which may exert a direct or indirect influence on the subject property.

The subject neighborhood is considered to be the area in and around the intersection of Mt. Juliet Road and Olds Lebanon Dirt Road in northern Mt. Juliet. The subject is located on and has access from Old Leban Dirt Road. This area is just west of Mt Juliet Road is primarily commercial property with a variety of commercial developments from fast food to auto service to banking and retail sales. In addition, there is a shopping center with a Publix and several stores in a close proximity to the subject property. There are several residential areas surrounding Mt Juliet Road.

Within the neighborhood, roughly forty percent (40%) of the use is commercial or industrial, and sixty percent (50%) is residential and 10% is vacant land. Absorption of vacant land has been slow paced until since 2008 and in 2012 we have seen some movement. Over the past twelve- (12) months there has been considerable new construction within the neighborhood, the Mt Juliet area is antitypical to other areas. The neighborhood contains and is convenient for a large number of commercials. residential developments both in and out of the city limits. The area contains recreation, shopping, hospital and medical services and employment. The population density supports a vast array of commercial business. Access to the neighborhood is achieved north and south by Mt Juliet Road and Hwy 109 and to the east and west by I-40 and Hwy 70 Lebanon Rd

Transportation

Wilson County is located in an area that offers excellent transportation facilities. Three (3) major interstates converge in Davidson County, just to the west of Wilson County. All three (I-24, I-40, and I-65) are significant commercial routes offering easy access to major markets in each direction. For example, Interstate 24 links Nashville with St. Louis, Chicago, Chattanooga, and Atlanta. Interstate 40 links Nashville with Knoxville and Memphis. The major cities of the northeast are within one (1) day drive via Interstate 40 and Interstate 81, which connects to Interstate 40 east of Knoxville.

Traffic >>

Collection Street	Cross Street	Traffic Vol	Last Meas...	Distance
N Mount Juliet Rd	Cedar Dr N	31,121	0	0.34 mi
Clearview Dr	Longview Dr N	281	0	0.40 mi
CLEARVIEW DR.	Longview Dr N	282	0	0.40 mi
N Mount Juliet Rd	Clearview Dr N	30,500	0	0.45 mi
N. MT. JULIET RD.	Clearview Dr N	29,589	0	0.45 mi
E. DIVISION ST.	Cedar Ln NW	6,696	0	0.49 mi
E Division St	Cedar Ln NW	5,841	0	0.49 mi
E Division St	Cedar Ln SE	4,987	0	0.49 mi
Industrial Dr	E Division St S	816	0	0.76 mi
INDUSTRIAL DR.	E Division St S	926	0	0.76 mi

Made with TrafficMetrix® Products

Rail Transportation

Three (3) major railroads (Northfork-Southern, CSX and Illinois-Central Gulf) transverse parts of the state. Nine (9) short-line railroads serve small communities and rural areas throughout the state. A CSX line that can be accessed just south of the subject runs south from Nashville to Birmingham, Alabama.

Water Transportation

Wilson County is located in close proximity to the main navigational channels of the Tennessee and Cumberland Rivers. These waterways are generally unhampered by seasonal fluctuations and year-round navigation is possible.

Schools, Services and Shopping

The area is considered to contain some of the best schools in the area. The subject has a new Publix Store to the north of the site and Providence Place Mall, Wal-Mart and Lowe's are just south of the subject.

In summary, the subject neighborhood is an established area that has steadily grown due to the increasing population density in the surrounding areas, with the highest influence being from the Nashville market.

FLOOD INFORMATION - .

The subject property is not in a designated flood zone. The source of this information is Flood Map 47189C0134D dated May 09, 2023. It is noted that a small portion of the northeast corner is located in the flood plain, with no known negative.

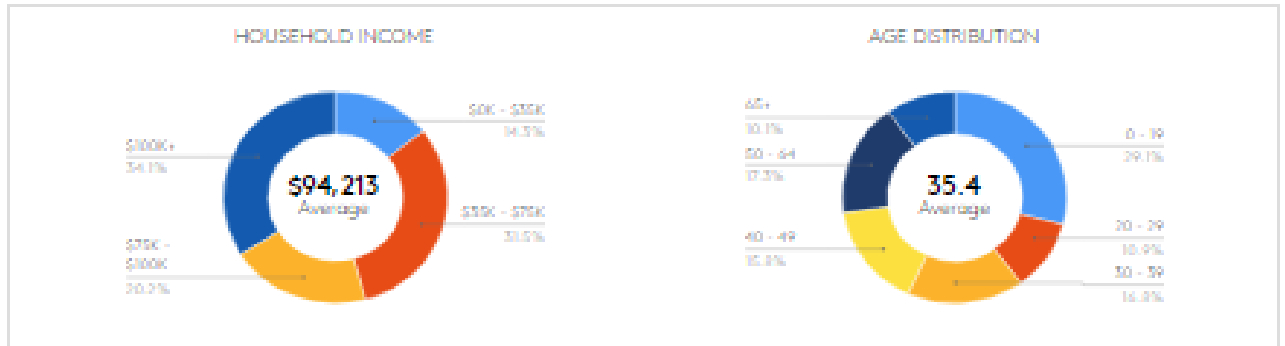
The subject property is zoned are zoned RS 40, however, since this report is requested by the governing entity and the plan to use as a Fire Hall a Commercial application can be applied if purchased. The appraiser judges the subject property meets current and proposed zoning requirements.

Property Description and Location

The subject is a proposed to be a Fire Hall. The demographics are reflected below.

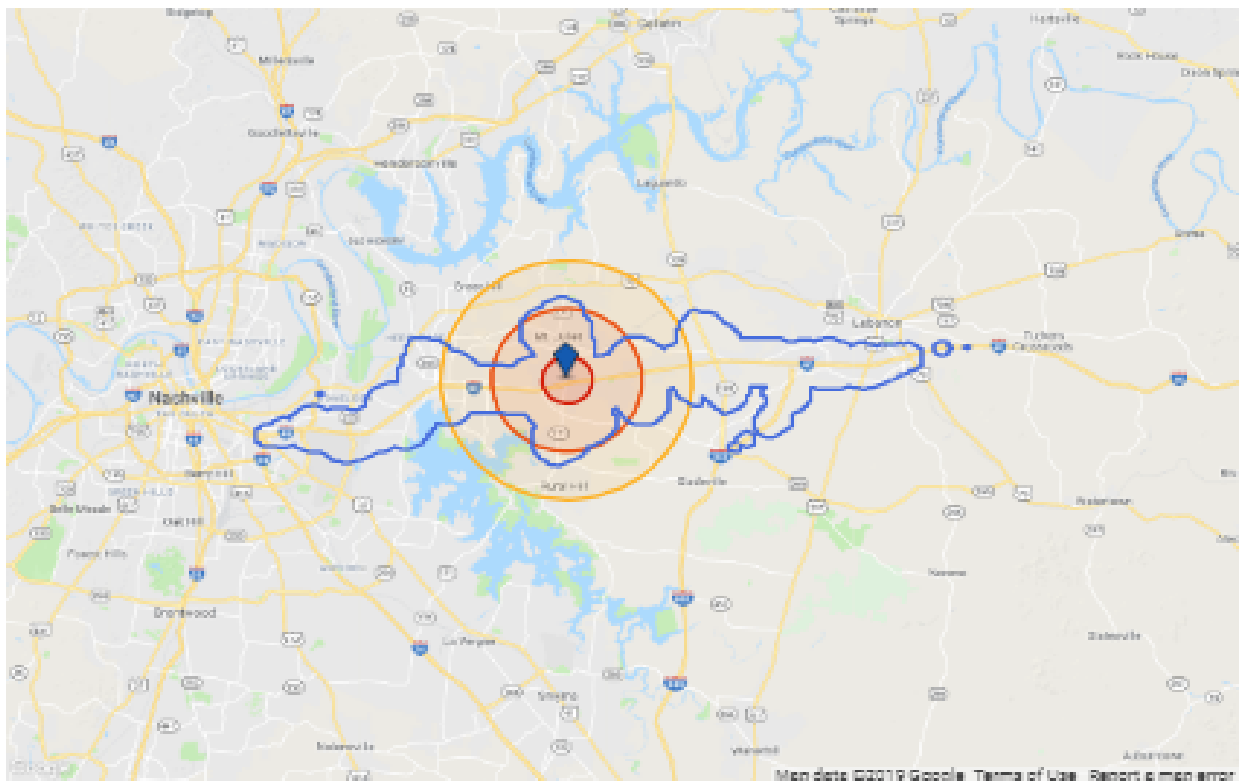
DEMOGRAPHICS

1 mile



TRADE AREAS

1 mile 3 mile 5 mile 15 min drive



	1 MILE	3 MILE	5 MILE
Total Population	10,190	29,804	70,073
2010 Population	6,987	18,092	53,619
2024 Population	11,684	34,540	78,191
Employees	6,781	10,261	17,714
Total Businesses	518	1,040	1,851
Average Household Income	\$94,213	\$96,576	\$91,875
Median Household Income	\$80,298	\$81,187	\$78,663
Total Consumer Spending	\$110.08M	\$336.48M	\$762.36M
Median Age	36.3	39.9	38.1
Households	3,898	11,293	26,378
Percent College Degree or Above	21%	24%	22%
Average Housing Unit Value	\$251,163	\$283,829	\$269,044

CONCLUSION AND RELEVANCE TO THE SUBJECT

The subject enjoys a good location along a major road not far from a major highway (I-40) in Wilson County and is well positioned to serve the surrounding community. The subject operates in a competitive industry with no primary competition in the immediate vicinity. Overall, the subject enjoys an above-average retail location and should be able to capture its fair share of the market as a result of location, national chain affiliation, and property condition.

PROPERTY TAXES AND ASSESSMENT

The following provides a breakdown of the Wilson County Tax Assessor's appraisal and taxation for the subject parcel. The parcel is currently assessed at 25% in accordance with its current residential use. The taxes are reflected at \$2,2581.67 Rounded. See Tax cards in the addenda.

The above information was retrieved via the online property record card and represents the appraiser's calculations, not the actual tax bills.

SITE AND TOPOGRAPHY



The subject represents an irregular shaped interior parcel that fronts along the north side right-of way of Old Lebanon Dirt Road. According to these recorded documents the subject site contains .5,50 acres as a whole and has approximately 340' of road frontage along its fronting boundary lines.

The size of the site is above average for the neighborhood, however, is typical of other commercial properties in the neighborhood. Furthermore, the location and frontage provide sufficient ingress/egress for uses typical of the area. The Old Lebanon Dirt Road. serves as a primary artery through the subject's neighborhood. Interstate 40 is located within the neighborhood and is a primary access route to multiple areas in Wilson and Davidson Counties, providing above average visibility and location appeal for a commercial use. The subject site is at grade, beginning at the elevation of Old Lebanon Dirt Road. and continuing gradually downward to the rear of the site. The site drainage appears adequate as no depressions or other factors that would retain water were visibly noted. No adverse easements, encroachments, or other adversities were visibly noted regarding the site. However, it should be noted that this appraisal has been completed without the benefit of reviewing a recent site survey.

The existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called

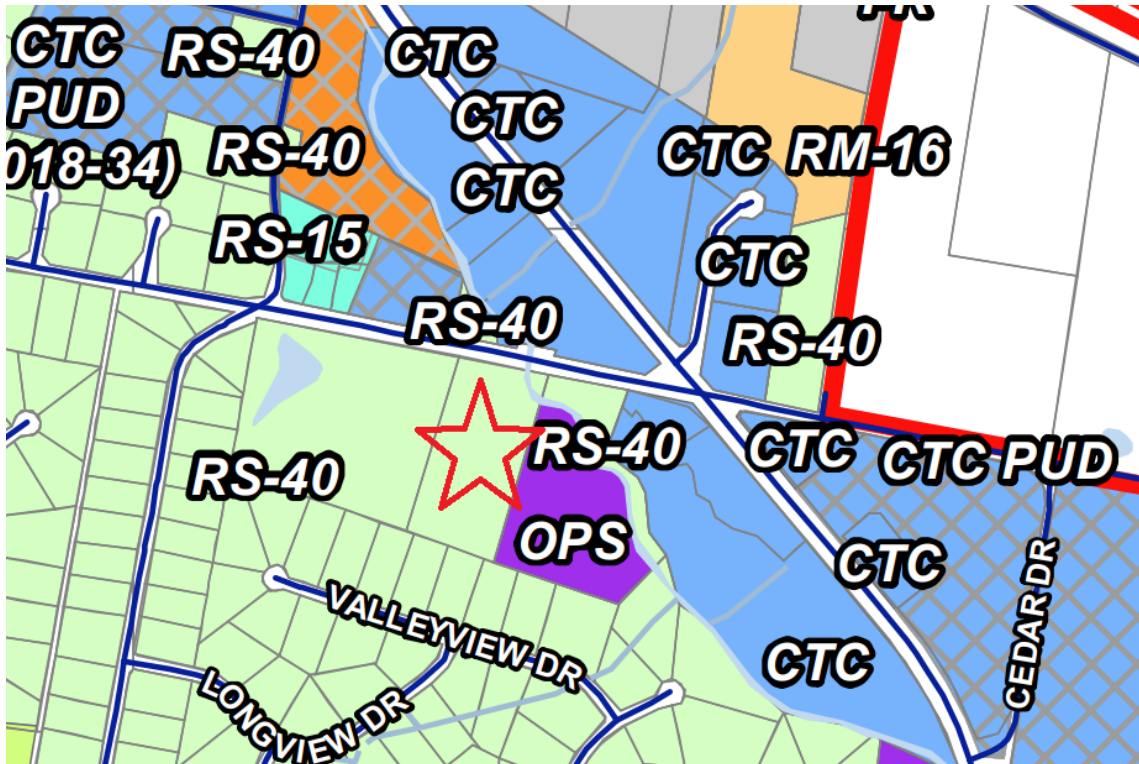
to the attention of, nor did the appraiser become aware of such during inspection. The appraiser has no knowledge of the existence of such materials on or in the property. The presence of hazardous substances, or environmental conditions, may affect the value of the property. The opinion of value is based on the assumption that no such condition on or in the property or in proximity thereto would cause loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. Although we were not provided with any soil study results of the site, it has been assumed that the subsoil is of sufficient strength and load bearing capacity to permit the construction of buildings typical of the neighborhood. If the client requires further information regarding any potentially hazardous conditions, it is suggested that an expert be contracted.

In summary, the subject property consists of a single tract of land that creates an interior site with average ingress/egress. The site is average in size for the neighborhood and typical of other commercial properties in the area. The location along the Old Lebanon Dirt Road. provides above average visibility and location appeal for a commercial property in the City of Mt Juliet. No adversities were visibly noted regarding the site.

UTILITIES

Utilities available to the subject property include public water, and electricity. All of these utilities appear to be connected to the property and are assumed to be in functioning condition.

Zoning Analysis the Subject is currently zoned RS40 with the City having the ability to zone commercial.



The subject is in compliance "As Is.

BUILDING AND SITE IMPROVEMENTS

None Considered

HIGHEST AND BEST USE

“Highest and Best Use” is defined in The Dictionary of Real Estate Appraisal, (Sixth Edition) published by the Appraisal Institute, 2015 as:

“The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are:

1. Legal Permissibility,
2. Physical Possibility,
3. Financial Feasibility, and
4. Maximum Profitability.”

Implied in these definitions is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners.

“AS THOUGH VACANT”

Legally Permissible: As previously discussed in the zoning section of this report, the subject property currently falls under the zoning jurisdiction of the City of Mt Juliet Planning Department. The property is presently zoned Residential and since the City is the proposed buyer they have the ability to apply a commercial zoning, which permits a broad range of commercial uses, all of which have been listed in the zoning section of this report. No deed, subdivision, or additional types of restrictions were found to legally govern the subject property.

Physically Possible: The physical characteristics of a site that affect its possible uses include, but are not limited to location, street frontage, size, shape, ingress/egress, availability of utilities, easements, soil quality, and topography, which should support virtually all of the legally permissible uses. Furthermore, the shape and general utility of the site should also support all legally permissible uses.

Financially Feasible & Maximum Productivity: Considering the subject’s physical location along a primary artery through the extreme southwestern portion of Mt Juliet, most of the legally permissible and physically possible commercial uses should find the

above average location appeal and visibility financially feasible. However, some of the more low-key uses may not require the visibility of the site and are not likely to find the site financially feasible. Additionally, commercial uses that are typically located along primary travel arteries should result in maximum productivity of the site. Therefore, the highest and best use of the subject property, as though vacant, is for a commercial site.

“AS IMPROVED”

The above parameters also hold true to the subject’s highest and best use, as improved. As previously discussed, the subject property is currently under improved and is underdeveloped.

VALUATION METHODOLOGY

The theoretical real estate appraisal includes and properly considers three traditional approaches to value, which are pursued separately, but are interrelated from the standpoint of informational sources. These approaches may be summarized as follows:

The underlying principle of the Cost Approach is that a rational person will not pay more for a property than the amount for which that person can obtain, by purchase of a site and construction of improvements, without undue delay a property of equal desirability and utility.

The underlying principle of the Sales Comparison Approach implies that a prudent person will not pay more to buy or rent a property than it would cost to buy or rent a comparable substitute property.

The theory of the Income Approach, based upon the principle of anticipation, is that the value of a property is the present worth of its prospective net income and/or benefits during the remainder of its productive life. A prudent investor is not warranted in paying more for one income stream than another of equal quality and quantity.

In real world practice, one or more of the preliminary approaches may not be utilized due to inapplicability to the assignment or the lack of sufficient data from which to draw reasonable conclusions. There may also be times when it is necessary to utilize portions of an approach and/or a combination of the approaches. The necessity for this generally arises when unique/unusual properties are being appraised and/or when data is inadequate in terms of either quality or quantity.

Within this report all of the approaches have been considered. However, only the Income Approach and Sales Comparison Approaches have been exercised due to the Cost Approach being unreliable.

The Cost Approach to value has been considered but not exercised due to the age of the current improvements.

The Sales Comparison Approach has been considered but deemed somewhat supportive of the "As Is" Value. Since the subject is improved with structures.

The Income Approach has been fully exercised within this report. Since the subject property is currently owner occupied.

r occupied; a typical buyer is sure to consider the income the income potential for the subject. A typical buyer is likely to consider this the primary indication of value.

Therefore, this approach is considered applicable and has been fully exercised.

Three basic approaches may be used to arrive at an estimate of market value. They are:

- The Cost Approach
- The Income Approach
- The Sales Comparison Approach

The **Cost Approach** is summarized as follows:

$$\begin{array}{r} \text{Cost New} \\ \bullet \text{ Depreciation} \\ + \text{ Land Value} \\ \hline = \text{Value} \end{array}$$

The **Income Approach** converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounted process.

The **Sales Comparison Approach** compares sales of similar properties with the subject property. Each comparable sale is displayed and considered in order for its inferior or superior characteristic. The values derived from the unadjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

The appraisal process concludes with the **Final Reconciliation** of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others. Restated; This appraisal includes the following:

- Cost Approach: This approach is applicable, however, due to the age of the structure depreciation from all sources becomes highly abstract and has not been displayed.
- Sales Comparison Approach: In this instance, the sales comparison approach is displayed, and given credibility.
- The income approach is a reliable indicator of value for income producing properties and is considered and displayed. I have considered a developed this approach and given it credibility due to the fact it best represents the investors consideration of value.

VACANT LAND SALES AND LOT VALUE CONCLUSION

In the appraisal of improved land, it is valued "as if vacant;" generally, the Cost and the Income Approach are not utilized. This section of the report places emphasis on the Sales Comparison Approach to value, which seeks to identify those sales or offerings which may be comparable to subject land. No two- (2) properties are precisely comparable, so adjustments must be considered for discernible differences. This approach generally reflects the actions of Buyers and Sellers in an active Marketplace. The Sales Comparison Approach to value is dependent upon the existence of an established Market and preferably a large number of sales in the category of the property under appraisal. For the past five (5) years, there has been considerable activity in the area where the subject property is located for properties similarly zoned. First, I looked to the north and south on Mt Juliet Road.

In order to determine the value, an appropriate comparison unit had to be selected. A unit of comparison according to the Dictionary of Real Estate Appraisal, published by the American Institute of Real Estate Appraisers is "Any component into which a property may be divided for the purposes of comparison. A typical unit of comparison for unimproved commercial land is price per square foot or price per front foot. In conducting my comparison, I found that property in this neighborhood sold more on a price per acer of land. I found no other unit of comparison that was a likely candidate.

The sales varied somewhat in their similarity to subject. To compensate for these differences, adjustments were considered for location, size, and time since date of sale and other considerations. I have supplied comparable sites which are similar in size, larger in size and some that are smaller.

The higher use tracts would yield the higher prices; the lower visibility sites would yield the lower prices. All the sales located were similar in use or similar in zoning.

The Problem: The subject is a tract located in a high, traffic, visibility and density in a high-end commercial area and is almost 100% built out. I am reflecting the value of this site with comparables that are applicable that are similarly zoned and are similar in size. This reflects an "As Is value, of the whole.

First, I looked at residential sales and the following sales are displayed.



\$755,000 \$247/sqft -Sold -
(Last List \$734,900 - \$240/sqft)

2814 Old Lebanon Dirt Rd Lot 3
Mount Juliet, TN 37122

4 Beds, 3 Baths, 3060 SqFt

Directions: I-40 to Exit 226 Head North on North Mt. Juliet Rd turn left on Old Lebanon Dirt Rd to home on the left. See Signs

MLS #: 2506742

Status:	Closed 6/16/23
Year Built:	1987 Approximate
County:	Wilson County, TN
Subdivision:	Jackson Park West
Class - Type:	Residential - Site Built
Annual Taxes:	\$2,388 073 067.00
Days On Market:	0
Source:	Realtracs

Public Remarks: Spacious farm living in beautiful Mount Juliet! Only minutes away from retail, dining, and shopping. Its rural neighborhood of large, multi-acre lots has no HOA and is only 6 minutes from I-40 (15 min to airport, 20 min to downtown). Remodeled with an open floor plan featuring 4 bedrooms, 3 b...more

Private Remarks: Please recheck all important info as nothing is guaranteed. Send all offers to shehane@realtracs.com Current Termite contract with Terminix. The property is not in a flood zone. This property was added in the city limits in 2021 with a city works project to protect against flooding that has b...more

General Information

Acres: 4.90 / Tax Record

Basement: None / Crawl

Construction: All Brick

Deed Book and Page: 1434 / 1616

Fireplaces: 1

Floors: Finished Wood / Tile

Listing Detail: Exclusive Right To Sell - Standard

Lot: Level

Parking (Garage): 3 / Attached

Parking (Open): 4 / Aggregate

Roof: Composition Shingle

Stories: 1

Style: Ranch

Rooms and Dimensions

Living Room:	24x13 / Great Room
Kitchen:	10x13 / Eat-In
Primary Bath:	Shower Only / Double Vanities
Bed 1:	25x19 / Full Bath
Bed 2:	17x11 / Bath
Bed 3:	13x11
Bed 4:	11x11

Dining Room:	10x13 / Combination
Den:	
Rec Room:	
Hobby Room:	
Additional Room 1:	10x10 / Breakfast Room
Additional Room 2:	12x29 / Exercise Room

Room Totals and Square Footage

Main Floor:	4 Beds	3 FB	0 HB	3060 SF
Total:	4 Beds	3 Full Bath	0 Half Bath	3060 SqFt / Owner Supplied

Utilities

City Water / Septic Tank
Electric / Central Air Cooling
Central Heat / Natural Gas

Appliances

Electric Drop in Range
Electric Single Oven
Dishwasher / Microwave

Interior Features

Air Filter
Ceiling Fan
Storage
Utility Connection
Walk-In Closets

Exterior Features

No Pool
Garage Door Opener
Storage Building
Covered Deck
Covered Porch

Schools

Elementary:	Springdale Elementary School
Middle/JR:	West Wilson Middle School
High:	Mt. Juliet High School

Miscellaneous

Financing:	
Miscellaneous:	Security System / Smoke Detectors
Energy Features:	Tankless Water Heater / Attic Fan / Storm Doors / Storm Windows
Green Certifying Body:	
Accessibility Features:	

Office and Showing Information

List Agent:	Allen Shehane / (615) 504-8800
List Office:	Blackwell Realty and Auction / (615) 444-0072

Buyer Broker:	3
Dual/Variable:	No

Contract Information

Sales Agent:	Cheryl Sommerville
Sales Office:	HomeQuest Tennessee / (931) 858-6345
Co-Sales Agent:	
Co-Sales Office:	
Terms:	VA
Possession:	Negotiable
List Date:	4/8/23
Available for Showing Date:	

Under Contract Date:	4/14/23
Closing Date:	6/16/23
Contract to Closed Days:	63
Sales Price:	\$755,000
Seller Paid Closing Costs:	\$0
New Construction PreSale:	No
Original List Price:	\$734,900



\$910,000 \$212/sqft - Sold -

(Last List \$948,000 - \$228/sqft)

6256 Beckwith Rd

Mount Juliet, TN 37122

4 Beds, 3/1 Baths, 4300 SqFt

Directions: I-40 East, Exit 229A Beckwith Road, continue straight through 4 way stop, home on right.

MLS #: 2538395

Status:	Closed 9/8/23
Year Built:	1998 Existing
County:	Wilson County, TN
Subdivision:	Sallie D Clemmons Prop
Class - Type:	Residential - Site Built
Annual Taxes:	\$2,553 095 035.11
Days On Market:	62
Source:	Realtracs

Public Remarks: ONE OF A KIND CAPE COD CHARMER has it all including 5 park-like acres w/ full walkout basement! It features a rocking chair front porch, formal dining, spacious kitchen w/ SS appliances, backsplash, double oven & quartz counters. Refinished hardwoods, new carpet, tile, light fixtures & paint ...more
Private Remarks: Half bath mirror does not convey. Kitchen Refrigerator, Washer, Dryer are negotiable. Basement Fridge can remain. Firepit on back deck is negotiable. Please send all offers as one contract package via email in a PDF format. No DocuSign/DocuLoop Links please. Buyer/Buyer's Agent to verify all p...more

General Information

Acres: 5.01 / Tax Record
Basement: Full / Finished
Construction: All Brick
Deed Book and Page: 452 / 432
Fireplaces: 2

Floors: Carpet / Finished Wood / Laminate / Tile
Listing Detail: Exclusive Right To Sell - Standard
Lot: Rolling Slope
Parking (Garage): 2 / Attached - SIDE
Roof: Composition Shingle

Stories: 2
Style: Cape Cod
View: Brow / Valley

Rooms and Dimensions

Living Room:	15x18	Dining Room:	15x13 / Formal
Kitchen:	20x12 / Eat-In	Den:	15x24 / Separate
Primary Bath:	Shower Tub Separate / Double Vanities	Rec Room:	28x32 / Basement Level
Bed 1:	16x15 / Suite	Hobby Room:	
Bed 2:	15x13 / Extra Large Closet	Additional Room 1:	
Bed 3:	15x11 / Extra Large Closet	Additional Room 2:	
Bed 4:	13x12 / Walk-In Closet		

Room Totals and Square Footage

Main Floor:	1 Bed	1 FB	1 HB	1691 SF
Second Floor:	2 Beds	1 FB		1258 SF
Basement:	1 Bed	1 FB		1351 SF
Total:	4 Beds	3 Full Bath	1 Half Bath	4300 SqFt / Prior Appraisal

Utilities
 City Water / Septic Tank
 Central Air Cooling
 Central Heat / Natural Gas

Appliances
 Electric Cooktop Range
 Electric Double Oven
 Dishwasher / Microwave

Interior Features
 Ceiling Fan
 Storage
 Utility Connection
 Walk-In Closets

Exterior Features
 Above Ground Pool
 Garage Door Opener
 Covered Deck
 Covered Porch

Schools

Elementary:	Gladeville Elementary
Middle/JR:	Gladeville Middle School
High:	Wilson Central High School

Miscellaneous

Financing:	Conventional / FHA / USDA/Rural / VA
Restrictions:	Renting Permitted / Trailers Permitted / Pets Permitted
Energy Features:	
Green Certifying Body:	
Accessibility Features:	

Office and Showing Information

List Agent:	Jason Cox / (615) 347-0799
List Office:	PARKS / (615) 370-8669

Buyer Broker:	3
Dual/Variable:	No

Contract Information

Sales Agent:	Vicki Hertel / (615) 636-8253
Sales Office:	Regal Realty Group / (615) 499-5864
Co-Sales Agent:	
Co-Sales Office:	
Terms:	Cash
Possession:	Date of Deed
List Date:	6/16/23
Available for Showing Date:	

Under Contract Date:	8/24/23
Closing Date:	9/8/23
Contract to Closed Days:	15
Sales Price:	\$910,000
Seller Paid Closing Costs:	\$0
New Construction PreSale:	No
Original List Price:	\$987,500



\$940,000 \$286/sqft - Sold -

(Last List \$1,100,000 - \$335/sqft)

**8575 Saundersville Rd
Mount Juliet, TN 37122**

3 Beds, 3 Baths, 3286 SqFt

Directions: I40E to Mt. Juliet Exit North;
(L)Lebanon Rd (R) Nonaville Rd.(R)Stop Sign on
Saundersville Rd; Home on Left -Gated Entrance -
Please do not go down drive if gate is open unless
you have an appointment. Home can not be seen
from Road.

MLS #: 2514467

Status:	Closed 5/22/23
Year Built:	1994 Approximate
County:	Wilson County, TN
Subdivision:	NONE
Class - Type:	Residential - Site Built
Annual Taxes:	\$2,643 032 038.00
Days On Market:	0
Source:	Realtracs

Public Remarks: Privacy Seclusion Park Like Setting Entertainers Dream Home This is a steel framed custom contemporary home with 3286 sq. ft. with 3 BD 3 BA Great room with 18 ft Crab Orchard stone Fireplace Kitchen DR Rec room roof 2 yr old CH&A finished wood heated slate floor tile & carpet floors All sit...more

Private Remarks: Buyers agents please send a bank letter before you set up showings. Do not drive up driveway without scheduled appointment 24 Hour notice to show. Send all offers to shehane@realtracs.com Please recheck all important information as nothing is guaranteed. This is part of a bigger tract new sur...more

General Information

Acres: 5.51 / Tax Record

Basement: None / Crawl

Construction: Wood Siding

Deed Book and Page: 2201 / 768

Fireplaces: 1 / Living Room / Gas

Floors: Carpet / Finished Wood / Slate / Tile

Listing Detail: Exclusive Right To Sell - Standard

Parking (Garage): 2 / Attached - SIDE

Roof: Composition Shingle

Stories: 2

Style: Contemporary

Rooms and Dimensions

Living Room:	21x20
Kitchen:	20x12 / Eat-In
Primary Bath:	Shower Tub Separate / Double Vanities
Bed 1:	19x14 / Primary Bedroom Up
Bed 2:	13x12 / Extra Large Closet
Bed 3:	12x17 / Extra Large Closet
Bed 4:	

Dining Room:	19x12 / Formal
Den:	
Rec Room:	21x14 / Over Garage
Hobby Room:	
Additional Room 1:	5x9 / Utility Room
Additional Room 2:	12x12 / Florida Room

Room Totals and Square Footage

Main Floor:	2 Beds	2 FB	0 HB	2470 SF
Second Floor:	1 Bed	1 FB		816 SF
Total:	3 Beds	3 Full Bath	0 Half Bath	3286 SqFt / Owner Supplied

Utilities

City Water / Septic Tank
Central Air Cooling
Central Heat / Electric /
Propane

Appliances

Electric Drop in Range
Electric Single Oven
Dishwasher / Disposal /
Microwave / Refrigerator

Interior Features

Air Filter
Ceiling Fan
High Speed Internet
Hot Tub
Storage

Exterior Features

Garage Door Opener
Storage Building
Deck
Covered Porch

Schools

Elementary:	Lakeview Elementary School
Middle/JR:	Mt. Juliet Middle School
High:	Green Hill High School

Miscellaneous

Financing:	
Miscellaneous:	Fire Alarm / Security Gate / Smoke Detectors / Balcony / Entry Foyer
Restrictions:	Renting Permitted / Trailers Permitted / Pets Permitted
Energy Features:	Storm Doors / Storm Windows
Green Certifying Body:	
Accessibility Features:	

Office and Showing Information

List Agent:	Allen Shehane / (615) 504-8800
List Office:	Blackwell Realty and Auction / (615) 444-0072

Buyer Broker:	2.5
Dual/Variable:	No

Contract Information

Sales Agent:	Rachel Reinert / (714) 904-1821
Sales Office:	Compass Tennessee, LLC / (615) 475-5616
Co-Sales Agent:	
Co-Sales Office:	
Terms:	Conventional
Possession:	Negotiable
List Date:	12/10/22
Available for Showing Date:	

Under Contract Date:	5/1/23
Closing Date:	5/22/23
Contract to Closed Days:	21
Sales Price:	\$940,000
Seller Paid Closing Costs:	\$0
New Construction PreSale:	No
Original List Price:	\$1,100,000

The residential sales are displayed to support the un-zoned sales of the subject and support the Highest and Best Use as a commercially zoned Vacant site.

The sales were adjusted as follow:

- These sales and pertinent data are each one presented on the following pages, along with an area map indicating the location of each comparable used. The sales were determined to be cash equivalent sales and no adjustment was made for favorable or unfavorable financing. It was also determined that Buyer and Seller were at arm's length in each transaction.; the reader is reminded that the City has the ability to zone the site for commercial use. These sales are displayed as follows:

1 E Division St		SOLD
<p>Mount Juliet, TN 37122</p> <p>Recorded Buyer Adam Jacob Mills E Division St @ Beckwith Rd Mount Juliet, TN 37122 (615) 481-0502 (p)</p> <p>True Buyer Adam Jacob Mills E Division St @ Beckwith Rd Mount Juliet, TN 37122 (615) 481-0502 (p)</p>		<p>Wilson</p> <p>Recorded Seller Conatser, Elmer L. 609 Hillview Dr Mount Juliet, TN 37122 (615) 758-7040 (p)</p> <p>True Seller Conatser, Elmer L. 609 Hillview Dr Mount Juliet, TN 37122 (615) 758-7040 (p)</p>
<p>Sale Date Mar 1, 2023 Sale Price \$800,000 Price/AC Land \$121,212</p> <p>Parcels 078-042.02 Comp ID 6321089 Comp Status Research Complete</p>		<p>Type 3 Star Land Land Acres 6.60 AC Land SF 287,496 SF Zoning IP</p> 
2 98 Hatfield Ln - 3 acres Mt. Juliet Road at Hatfield Lane		SOLD
<p>Mt Juliet, TN 37122</p> <p>Recorded Buyer Lsp MT Juliet Developmen...</p> <p>True Buyer Brett Roubal 4640 Stonebrook Ct Springfield, MO 65809 (417) 576-6620 (p)</p>		<p>Wilson</p> <p>Recorded Seller Whitehouse 76 LLC</p> <p>True Seller Lineberry Properties, Inc. 116 Lineberry Blvd Mount Juliet, TN 37122 (615) 758-5836 (p)</p>
<p>Sale Date Jan 21, 2022 Sale Price \$950,000 Price/AC Land \$306,452</p> <p>Parcels 054-111.00 Comp ID 5880625 Comp Status Research Complete</p>		<p>Type 2 Star Land Land Acres 3.10 AC Land SF 135,036 SF Zoning CTC Sale Condition Redevelopment Project</p> 
3 11381 Lebanon Rd		SOLD
<p>Mount Juliet, TN 37122</p> <p>Recorded Buyer Lineberry Properties, Inc. 116 Lineberry Blvd Mount Juliet, TN 37122 (615) 758-5836 (p)</p> <p>True Buyer Lineberry Properties, Inc. 116 Lineberry Blvd Mount Juliet, TN 37122 (615) 758-5836 (p)</p>		<p>Wilson</p> <p>Recorded Seller Janiro Robert P 210 Crosswinds Dr Mount Juliet, TN 37122</p> <p>True Seller Tamera Bush 313 Queens Dr Mount Juliet, TN 37122 (615) 758-7983 (p)</p>
<p>Sale Date Jul 6, 2022 Sale Price \$750,000 Price/AC Land \$187,500</p> <p>Parcels 054-008.00 Comp ID 6088841 Comp Status Research Complete</p>		<p>Type 3 Star Land Land Acres 3.50 AC Land SF 152,460 SF Zoning CG Sale Condition Sale Leaseback</p> 

Trend Report

	1Q22 01/1-3/31/22	3Q22 07/1-9/30/22	1Q23 01/1-3/31/23	
	Sold Transaction	Sold Transaction	Sold Transaction	
Number of Transactions	1	1	1	
Total Dollar Volume	\$950,000	\$750,000	\$800,000	
Total Bldg Square Feet	0	0	0	
Total Land in Acres	3.10	4.00	6.60	
Total Land in SF	135,036	174,240	287,496	
Average Price	\$950,000	\$750,000	\$800,000	
Average Number of SF	0	0	0	
Average Price Per Bldg SF	-	-	-	
Median Price Per SF	-	-	-	
Average Number of Acres	3.10	4.00	6.60	
Average Number of SF(Land)	135,036	174,240	287,496	
Average Price Per Unit	-	-	-	
Median Price Per Unit	-	-	-	
Average Number of Units	-	-	-	
Average Price Per Acre	\$306,452	\$187,500	\$121,212	
Average Price Per SF(Land)	\$7.04	\$4.30	\$2.78	
Median Price Per Acre	\$306,452	\$187,500	\$121,212	
Median Price Per SF(Land)	\$7.04	\$4.30	\$2.78	

In arriving at value of subject site, the most comparable sales seem to be Numbers 2 and 3. Sale 1 was considered moderately comparable and actually had to have extensive site preparation. Leaning most heavily on Sale 1, the indicated value of subject site is \$190.00 per square acre. The reader will note that the gross sales prices highly support the value of the subject "AS IF Vacant "

Value of subject by Sales Comparison Approach of the site as if vacant:

The subject sites are approximately 5.50 acres times \$190.00 = \$1,045,000. With the cost to remove the improvements at \$45,000 The "AS IF Vacant value is \$1,000,000.

ONE MILLION DOLLARS

(\$1,000,000.00)

No Holding Period is deducted since the subject is improved and the current use is considered an interim use with income.

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value. The quality of data applied the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed.

In this appraisal, three approaches to value were considered. Each approach has been considered separately and comparatively with each other; however, the income approach and the cost approaches are discounted.

Value Indications

Cost Approach	Discounted.
Income Approach	Discounted.
Sales Comparison Approach.....	\$1,000,000

Cost Approach

The cost approach would be a reliable indicator of value if the improvements were newer; however aged improvements yield abstract data due to the abstract nature of depreciation.

Income Approach

The income approach is a reliable indicator of value for income producing properties and is discounted since these sites are not typically leased.

Sales Comparison Approach

The sales comparison approach is considered as reflective of what a buyer would pay, however, it is based on historical data.

Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to a value estimate of \$1,045,000 subject to the Limiting Conditions and Assumptions of this appraisal. A cost of \$45,000 is deducted to remove the existing improvements,

ONE MILLION DOLLARS

(\$1,000,000.)

The reflected value of the subject is “As Is.”

Based on sales in the subject area, the quality of raw land data for this report is rated average. Due to the number of sales located, the quantity of data is rated average.

I found no known, proposed, or existing off-site utilities that would have a negative impact on the subject property. The data presented in this report was considered along with a vast array of other data. The data sources used included, tax records, MLS, courthouse records, local Realtors, engineers, planners, and developers.

Certification

We certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

I have researched the subject market area.

The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no present or contemplated future interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.

I have performed no appraisals or provided and other services except for the referral of a tenant on this property in the past three years.

My engagement in this assignment was not contingent upon developing or reporting a predetermined result.

My compensation for completing this assignment is not contingent upon the development or reporting of predetermined results, value, or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

I/We have made a personal inspection of the property that is the subject of this report.

No one provided significant professional assistance to me in the development of the conclusions contained in this report,

The Appraisers has established sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.

Our value conclusion and other opinions expressed herein are not based on a requested minimum value, a specific value or approval of a loan.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.



Thomas Wendell Ethridge

Limiting Conditions and Assumptions

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

No part of this appraisal, its value estimates or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media.

All files, work papers and documents developed in connection with this assignment are the property of Thomas Wendell Ethridge. Information, estimates, and opinions are verified where possible, but cannot be guaranteed. Plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

No hidden or unapparent conditions of the property, subsoil, or structure, which would make the property more or less valuable, were discovered by the appraiser(s) or made known to the appraiser(s). No responsibility is assumed for such conditions or the engineering necessary to discover them. Unless otherwise stated, this appraisal assumes there is no existence of hazardous materials or conditions, in any form, on or near the subject property.

Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

Good title, free of liens, encumbrances and special assessments is assumed. No responsibility is assumed for matters of a legal nature.

Necessary licenses, permits, consents, legislative or administrative authority from any local, state, or Federal government or private entity are assumed to be in place or reasonably obtainable.

Americans with Disabilities Act (ADA) of 1990

A civil rights act passed by Congress guaranteeing individuals with disabilities equal opportunity in public accommodations, employment, transportation, government services, and telecommunications.

Statutory deadlines become effective on various dates between 1990 and 1997. Thomas Wendell Ethridge has not made a determination regarding the subject's ADA compliance or non-compliance. **Non-compliance could have a negative impact on value; however, this has not been considered or analyzed in this appraisal.**

Definitions

The definitions in this section are drawn from *The Dictionary of Real Estate Appraisal, Fifth Edition*, published by The Appraisal Institute, Chicago, 2010. This is considered to be the authoritative text defining real estate valuation terminology. Exceptions or additional information are otherwise noted.

Absolute Net Lease: A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant.

As Is Market Value: The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.¹

Aviation Easement: The right to the use of air space above a specific height for the flight of aircraft; may prohibit the property owner from using the land for structures, trees, signs, stacks above a certain height, or other specified uses. The degree of the restriction is dictated by the terms and conditions of the easement, which may reflect the glide angle required to use the airfield's runway safely.

¹ *Dictionary of Real Estate Appraisal, 5th Edition*, Appraisal Institute, Chicago, 2010. That source further references the Proposed Interagency Appraisal and Evaluation Guidelines, OCC-4810-33-P 20%).

Business Enterprise: 1. A firm or individual producing a good or service. A business enterprise hires labor and purchases other inputs, selling its products or services to others.
2. An entity pursuing an economic activity.

Business Enterprise Value (BEV): The value contribution of the total intangible assets of a continuing business enterprise such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases, customer base, and operating Agreements.

Convenience Center: A small shopping center that provides for the sale of personal services and convenience goods similar to those of a neighborhood center. It contains a minimum of three stores, with a total gross leasable area of up to 30,000 square feet. Instead of being anchored by a supermarket, a convenience center usually is anchored by some other type of personal/convenience service such as a minimarket.

Construction Cost: The cost to build, particularly an improvement; includes the direct costs of labor and materials plus the contractor's indirect costs.

Cold Dark Shell: Unfinished rental space for which the tenant is responsible for paying all costs of construction, i.e., tenant improvements and often equipment such as heating and air-conditioning systems; sometimes termed *cold shell*.

Deficit Rent: The amount by which market rent exceeds contract rent at the time of the appraisal; created by a lease favorable to the tenant, resulting in positive leasehold, and may reflect uninformed parties, special relationships, inferior management, a lease executed in a weaker rental market, or concessions Agreed to by the parties.

Destination Shopping: 1. A classification of retail tenant and a type of shopping experience for which consumers have planned a specific purchase or trip to the store. A destination shopping experience often involves comparison shopping, and it can be considered the opposite of convenience shopping. 2. A shopping excursion to a commercial area combining complementary entertainment, dining, or retail functions.

Economic Feasibility: A condition that exists when prospective earning power is sufficient to pay a requisite rate of return on the completion cost (including indirect costs). In other words, the estimated value at completion equals or exceeds the estimated cost. In reference to a service or property where revenue is not a fundamental consideration, economic feasibility is based on a broad comparison of costs and benefits.²

Excess Land: Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land may have the potential to be sold separately and is valued separately.

Excess Rent: The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable parties, a lease execution in an earlier, stronger rental market, or an Agreement of the parties. Due to the higher risk inherent in the receipt of excess rent, it may be calculated separately and capitalized at a higher rate in the income capitalization approach.

Excess Value: Value over and above market value that can be ascribed to a lease that guarantees contract rental income in excess of market rent at the time of the appraisal. Excess value is attributable to the terms

² Where there is no economic feasibility, but an improvement exists, the improvement is said to have Economic Obsolescence, a form of External Obsolescence.

of a contract that may run with the land but is separate from the bundle of rights in the land (or property) itself.

External Obsolescence: An element of depreciation; a diminution in value caused by negative externalities and generally incurable on the part of the owner, landlord, or tenant.³

Exposure Time: 1. The time a property remains on the market. 2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions.⁴

Market value estimates imply that an adequate marketing effort and reasonable time for exposure occurred prior to the effective date of the appraisal. In the case of disposition value, the time frame allowed for marketing the property rights are somewhat limited, but the marketing effort is orderly and adequate. With liquidation value, the time frame for marketing the property rights are so severely limited that an adequate marketing program cannot be implemented.⁵

³ Economic Obsolescence, caused by the lack of economic feasibility but the existence of an improvement, is a form of External Obsolescence.

⁴ Appraisal Standards Board of The Appraisal Foundation, Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions"

⁵ The *Report of the Appraisal Institute Special Task Force on Value Definitions* qualifies exposure time in terms of the three values indicated here.

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR): The relationship between the above-ground floor area of a building, as described by the building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Furniture, Fixtures, and Equipment (FF&E): Business trade fixtures and personal property, exclusive of inventory.

Functional Inutility: Impairment of the functional utility of a property or building according to market tastes and standards; equivalent to functional obsolescence because ongoing change makes the plan, form, style, design, layouts, or features obsolete.

Functional Obsolescence: The impairment of functional capacity of a property according to market tastes and standards.

Functional Utility: The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design, and layout, traffic patterns, and the size and type of rooms.

Going Concern: A business having the ability to continue functioning as a business entity in the future. In accounting, a business is considered to be a going concern if it is likely to continue functioning for 12 months into the future.

Going Concern Premise: One of the premises under which the total assets of a business can be valued; the assumption that a company is

expected to continue operating well into the future (usually indefinitely). Under the going-concern premise, the value of a business as a going concern is equal to the sum of the value of the tangible assets and the value of the intangible assets, which may include the value of excess profit, where asset values are derived consistent with the going-concern premise.

Going Concern Value: 1. The market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in Aggregate; more accurately termed the market value of the going concern. 2. The value of an operating business enterprise. Goodwill may be separately measured but is an integral component of going-concern value when it exists and is recognizable.

Gross Building Area (GBA): The total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region.

Gross Leasable Area (GLA): Total floor area designed for the occupancy and exclusive use of tenants, including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces.⁶

Interim Use: The temporary use to which a site or improved property is put until it is ready to be put to its future highest and best use.

Investment Value: The value of a property interest to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value

⁶ The GLA is the standard measure for determining the size of shopping centers where rent is calculated based on the GLA occupied because it is the area for which tenants pay rent.

because it depends on a set of investment criteria that are not necessarily typical of the market.

Land-to-Building Ratio: The proportion of land area to gross building area; one of the factors determining comparability of properties.

Leased Fee Interest: A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).

Leasehold Interest: The tenant's possessory interest created by a lease.⁷

Market Value: The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised, and acting in what they consider their own best interest.
3. A reasonable time is allowed for exposure to the open market.
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.⁸

⁷ The value of a leasehold interest can be either positive or negative depending on the relationship between market and contract rent.

⁸ This is the definition used by Agencies that regulate federally insured financial institutions in the United.

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.⁹

Negative Leasehold: A lease situation in which the market rent is less than the contract rent.

Overage Rent: The Percentage rent paid over and above the guaranteed minimum rent or base rent; calculated as a Percentage of sales in excess of a specified breakpoint sales volume.

Positive Leasehold: A lease situation in which the market rent is greater than the contract rent.

Rentable Area: For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice.

Sandwich Lease: A lease in which an intermediate, or sandwich, leaseholder is a lessee of one party and the lessor of another.

Sandwich Leaseholder: The lessor under a sandwich lease.

States. 12 CFR, Part 34.42(g); 55 *Federal Register* 34696, August 24, 1990, as amended at 57 *Federal Register* 12202, April 9, 1992; 59 *Federal Register* 29499, June 7, 1994. There are other definitions for market value used by other appraisal users.

⁹ Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.

Sandwich Leasehold Estate: The interest held by the original lessee when the property is subleased to another party; a type of leasehold estate.

Site Coverage Ratio: The gross area of the building footprint divided by the site area.

Stabilized Income: Income at that point in time when abnormalities in supply and demand or any additional transitory conditions cease to exist and the existing conditions are those expected to continue over the economic life of the property; projected income that is subject to change, but has been adjusted to reflect an equivalent, stable annual income.

Stabilized Occupancy: An expression of the expected occupancy of a property in its particular market considering current and forecasted supply and demand, assuming it is priced at market rent.

Surplus Land: Land that is not currently needed to support the existing improvement but cannot be separated from the property and sold off. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.

Usable Area: 1. For office buildings, the actual occupiable area of a floor or an office space; computed by measuring from the finished surface of the office side of corridor and other permanent walls to the center of partitions that separate the office from adjoining usable areas, and to the inside finished surface of the dominant portion of the permanent outer building walls. Sometimes it is called *net area* or *net floor area*. 2. The area that is actually used by the tenants measured from the inside of the exterior walls to the inside of walls separating the space from hallways and common areas.

Use Value: In real estate appraisal, the value a specific property has for a specific use may be the highest and best use of the property or some other use specified as a condition of the appraisal.

Value in Use: The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually.

Vanilla Finish: Partially finished interior improvements consisting of taped and finished demising partitions ready for painting or wall covering, suspended ceiling grid (or its equivalent) with lighting, and finished floor surface ready for installation of carpeting, vinyl composition tile, or wood.

ADDENDUM

1/23, 10:30 AM

Thomas W Ethridge
Blackwell Realty and Auction
615-604-1263
twe@greatamericanh.com

Thursday, November 30, 2023

LOCATION

Property Address

4370 Old Lebanon Dirt Rd
Mount Juliet, TN 37122-3469

Subdivision

County

Wilson County, TN

PROPERTY SUMMARY

Property Type

Residential

Land Use

Household Units

Improvement Type

Single Family

Square Feet

2586

GENERAL PARCEL INFORMATION

Parcel ID/Tax ID

077 027.00

Special Int

000

Alternate Parcel ID

Land Map

077

District/Ward

25

2020 Census Trct/Blk

303.10/2

Assessor Roll Year

2022



CURRENT OWNER

Name

Brummitt Olen H Et Ux June M

Mailing Address

4370 Old Lebanon Dirt Rd
Mount Juliet, TN 37122-3469

SCHOOL ZONE INFORMATION

Stoner Creek Elementary School

0.9 mi

Elementary: Pre K to 5

Distance

West Wilson Middle School

0.6 mi

Middle: 6 to 8

Distance

Mt. Juliet High School

2.2 mi

High: 9 to 12

Distance

SALES HISTORY THROUGH 10/27/2023

Date	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
4/4/1904		Brummitt Olen H Et Ux June M				236/93

TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2022	Assessment Year	2022	Mount Juliet	0.11
Appraised Land	\$223,100	Assessed Land		Wilson	1.9089
Appraised Improvements	\$288,400	Assessed Improvements		Wilson Ssd	
Total Tax Appraisal	\$511,500	Total Assessment	\$127,875		
		Exempt Amount			
		Exempt Reason			

TAXES

Tax Year	City Taxes	County Taxes	SSD Taxes	Total Taxes
2022	\$140.66	\$2,441.01	\$0	\$2,581.67
2021	\$140.66	\$2,441.01	\$0	\$2,581.67
2019	\$132.37	\$2,003.78	\$0	\$2,136.16
2018	\$132.37	\$2,003.78	\$0	\$2,136.16

2017	\$132.37	\$2,003.78	\$0	\$2,136.16
2016	\$132.37	\$2,003.78	\$0	\$2,003.78
2015	\$148.65	\$1,910.45	\$0	\$2,059.10
2014	\$148.65	\$1,910.45	\$0	\$2,059.10
2013	\$148.65	\$1,910.45	\$0	\$2,059.10

MORTGAGE HISTORY

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
12/11/2015	\$96,800	Brummitt June M	Royal United Mortgage	1674/2480 15569539
09/09/2010	\$420,000	Brummitt June M	Primary Residential Mortgage	1411/2421 10429187
09/09/2010	\$420,000	Brummitt June M	Us Department Of Housing And Urban Development	1411/2432 10429188

PROPERTY CHARACTERISTICS: BUILDING

Building # 1

Type	Single Family	Condition	Average	Units
Year Built	1972	Effective Year	1996	Stories 1
BRs		Baths	F H	Rooms
Total Sq. Ft.	2,586			
Building Square Feet (Living Space)		Building Square Feet (Other)		
Base 2586		Basement Unfinished 2586		
		Open Porch Finished 161		

- CONSTRUCTION

Quality	Average	Roof Framing	Gable/Hip
Shape	Rectangular Design	Roof Cover Deck	Composition Shingle
Partitions		Cabinet Millwork	Average
Common Wall		Floor Finish	Carpet Combination
Foundation	Continuous Footing	Interior Finish	Drywall
Floor System	Wood W/ Sub Floor	Air Conditioning	Cooling Package
Exterior Wall	Common Brick	Heat Type	Heat Pakage
Structural Framing		Bathroom Tile	1/2 Wall
Fireplace	Y	Plumbing Fixtures	8

- OTHER

Occupancy	Occupied	Building Data Source	Inspection
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PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Shed	12X50		SALVAGE
Attached Shed	12X50	1989	POOR
Attached Shed	12X50	1989	POOR
Swimming Pool	20X20IR	1997	AVERAGE
Wood Deck	10X28	1984	AVERAGE
Detached Carport Unfinished	14X27	1989	AVERAGE

PROPERTY CHARACTERISTICS: LOT

Land Use	Household Units	Lot Dimensions	
Block/Lot		Lot Square Feet	239,579
Latitude/Longitude	36.190771°/-86.517495°	Acreage	5.5

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source		Road Type	Paved
Electric Source	Public	Topography	Rolling
Water Source	Public	District Trend	Stable
Sewer Source	Individual	Special School District 1	2
Zoning Code		Special School District 2	
Owner Type			

LEGAL DESCRIPTION

Subdivision	Plat Book/Page	
Block/Lot	District/Ward	25
Description		

INTERNET ACCESS

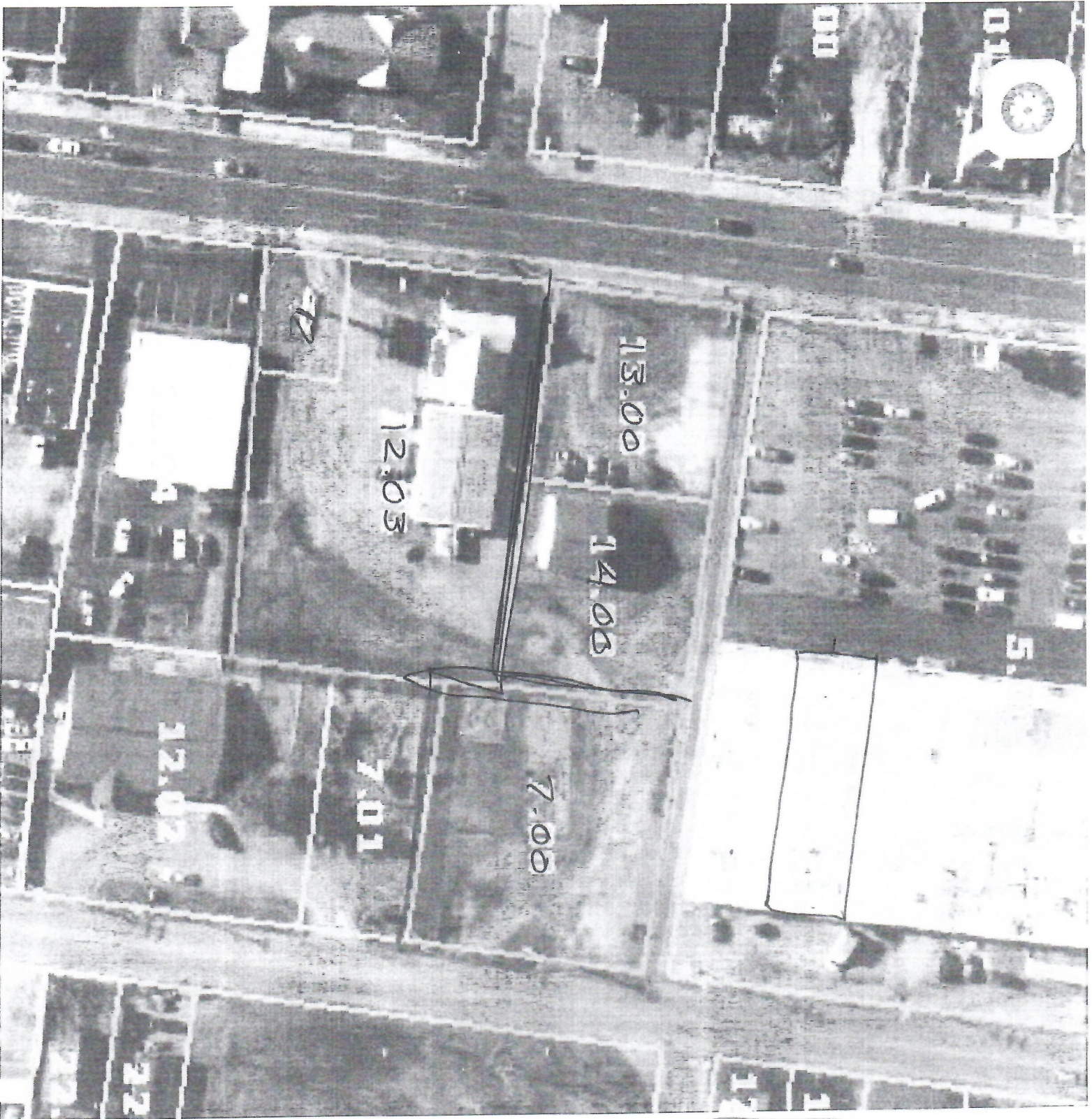
courtesy of Fiberhomes.com

Provider	Type	Confirmed	Advertised Top Download Speed	Advertised Top Upload Speed
TDS	FIBER	No	1000 Mbps	
Xfinity	CABLE	No	1200 Mbps	
Viasat	SATELLITE	No	100 Mbps	

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	47189C0134E	05/09/2023
AE	High		Areas subject to inundation by the 1-percent-annual-chance flood event determined by detailed methods. Base Flood Elevations (BFEs) are shown. Mandatory flood insurance purchase requirements and floodplain management standards apply.	47189C0134E	05/09/2023
0.2 PCT	Moderate		An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100- year flooding.	47189C0134E	05/09/2023

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Information Deemed Reliable But Not Guaranteed.



Sand
 Greg Gill,
 Tina Dyer,
 Cwiston
 DOT
 A02
 THE
 Office
 \$1,600,000



Mt. Juliet, Tennessee

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

Staff Report

File #: 0375
11.A.

Agenda Date: 12/11/2023

Agenda #:

Title:

AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, ARTICLE 11 SIGNS



MEMORANDUM

Date: October 19, 2023

To: Luke Winchester, Chairman
and Planning Commission

From: Jennifer Hamblen, Planning Director
Jill Johnson, Planning Coordinator

Re: Zoning Ordinance Amendment
Sign Ordinance, Article XI.

REQUEST: Due to the phenomenal growth the City is experiencing, it was determined that a major revision/rewrite of the Sign regulations were due. In order to enhance, improve and maintain the aesthetics of our ever growing City, the amended ordinance is intended to provide clear and concise information. This will also provide additional opportunities for a wide range of signage types, as our City continually expands and attracts new development.

Analysis/History: The last major revision of the Sign ordinance was in 2016. Due to the expansive amount of economic development we are experiencing, the current regulations do not allow for or provide additional types or styles of signage that is continually being requested. This leads to a burden being placed upon staff and the Planning Commission with continual waiver and variance requests.

RECOMMENDATION: Staff recommends that the Regional Planning Commission forward a recommendation for approval of the proposed change to the Board of Commissioners, as outlined in the attached revised regulations and ordinance.

James Maness
Mayor

Bill Trivett
Vice-Mayor

Kenny Martin
City Manager

CITY OF MT. JULIET



Commissioners
Ray Justice
Scott Hefner
Jennifer Milele

Summary of Sign Regulations Revision –

This is a major revision/redesign of Article VI, Sign Regulations for the City. Below is a list of the major additions, amendments, changes and deletions.

1. Complete redesign and layout of the regulations to allow for clear and concise information.
2. Materials updated to eliminate the use of non-compliant or low quality, materials that can become a safety hazard.
3. Stricter regulations on Maintenance, and upkeep of all signage to include when the use or occupancy changes.
4. Prohibited signage to now include banners. Only rigid type signage of specific outdoor rated materials will be allowed for temporary signs.
5. Additional regulations on Non-conforming signs to include when a use of a business or property changes or a change in occupancy and ownership to require conformity to the current ordinance.
6. New signage types to be allowed (if approved) to include:
 - a. Band signs (on building facades) - to be allowed in lieu of awning, canopy or wall signs.
 - b. A-frame/sandwich boards – will allow for additional options on temporary signage.
 - c. Small hanging/projecting signs- to be allowed in lieu of awning, canopy, or wall signs.
 - d. Sports Field/Court signs – This allow for more continuity of signage types that were previously not regulated.
*For note, Wilson County schools and all their athletic fields/courts are under the jurisdiction of Wilson County and the school board, so this will not apply to them.
 - e. Vertical blade signs – to be allowed in lieu of awning, canopy or hanging signs.These new signs while available, will still have strict limitations in size and quantity as to allow for the marketability of businesses while still maintaining the aesthetics the City desires.
7. Monument signs – while previously there were different qualifications for each specific zoning, we have reduced it down to two size types. The first will encompass all commercial and industrial zones, except CI/CMU which will have separate height and square footage maximums. We have also removed all large interstate pylon signs (anything in excess of 15 feet) due to safety concerns.
8. Window signs – we have reduced the area from 25% to 15% due to safety concerns expressed by residents and law enforcement. We also are prohibiting window perforated and visual blocking materials from window signage allowances.
Businesses will also only be allowed one interior LED or lighted sign stating open/closed or hours of operation by permit only. All other illuminated window signs including Neon, LED, lighted (rope/string lights) are prohibited.
9. Specific Temporary signage types broken down into Temporary Construction/Leasing, Temporary Non-Commercial and Temporary Commercial signage to allow for more clarity of type, time frames and size qualifications.

ORDINANCE -

AN ORDINANCE AMENDING PART B OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF MT. JULIET, TENNESSEE, KNOWN AS THE ZONING REGULATIONS (ORDINANCE 2001-29), ADOPTED OCTOBER 8, 2001, AS AMENDED, ARTICLE 11 SIGNS

WHEREAS, the Board of Commissioners of the desire to continually improve the appearance, and aesthetics of the City; and

WHEREAS, the adoption of this Ordinance will allow for continuity, ease of use and structure within the Sign regulations, and

WHEREAS, the amendment will assist in reducing signage clutter and pollution in the City

WHEREAS, the Zoning Ordinance amendment is consistent with the findings required in Section 14-107.4 of the Zoning Ordinance, and

WHEREAS, the Regional Planning Commission considered this request during their meeting of October 19, 2023 and recommended approval of the zoning amendment.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Mt. Juliet, Wilson County, Tennessee, while in regular session on _____ as follows:

SECTION 1: Article 11, “Sign Regulations” is hereby amended by adopting the attached Exhibit A, Revised Sign Regulations for the City of Mt. Juliet in its entirety which document shall replace the current Article 11.

SECTION 2: If any section, clause, provision, or portion of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, such holdings shall not affect any other section, clause, provision, or portion of this Ordinance.

SECTION 3: PUBLIC HEARING - The zoning changes were the subject of a public hearing held on _____ at 6:15 p.m.

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. Luckett, MMC
City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney

11.101 General Provisions

11.101.1 Conflicting Provisions

- A. In case of conflict between this ordinance or any part hereof, the City, and any other provision of this Code, the provision that establishes the higher standard shall prevail. (Code 1997, tit. 5, ch. 1, § 2; Ord. No. 2008-59, § 2, 9-22-2008)
- B. The provisions of this sign ordinance control signage in the City. Any other provisions of the City zoning ordinance which purport to control signage are subordinate to the provisions of this ordinance, unless specifically stated otherwise in this ordinance. (Code 1997, tit. 5, ch. 1, § 3; Ord. No. 2008-59, § 3, 9-22-2008)

11.101.2 Placement

- A. Signs shall be placed according to the applicable sign type requirements.
- B. Signs shall not be placed within the public right-of-way, except:
1. Those placed by or on behalf of a governmental entity;
- C. All other signs placed in the right-of-way shall be forfeited by the public and shall be immediately confiscated and disposed of by the City.
- D. Signs shall not interfere or block the site of directional, instructional, or warning signs placed by or on behalf of a governmental entity.
- E. Signs, along with their supports, braces or anchors shall be placed or constructed so as not to obstruct or interfere with any door, window, fire escape or other means of egress light, or ventilation. Signs shall be located so that they do not obscure the view of pedestrian or vehicular traffic that would endanger safe movement. Signs shall not be placed to obscure prominent architectural features on a building.
- F. All freestanding signs must remain upright and intact. Any damaged signs must be removed immediately. See subsection 11.117, 11.118 and 11.119, for provisions related to Temporary sign type and placement.

11.101.3 Proportion and Shape

Signs shall not be irregularly shaped, nor shall they only contain a motif or symbol only.

11.101.4 Materials

- A. Building materials for sign backgrounds, frames, supports, and ornamentation shall:
1. Be durable and low maintenance;
 2. Be of the same or higher quality materials as the principal building; and
 3. Have compatible design for all parts of the sign.
 4. See specifications listed by sign type.
- B. The following materials are **prohibited** for sign backgrounds, frames, supports, and ornamentation:
1. Exposed metal poles; and
 2. Smoother or split faced concrete blocks, whether painted or unpainted.
 3. Non-treated wood posts, poles and products.

11.101.5 External Illumination

- A. External illumination of signs shall:
1. Be achieved by a white, steady, stationary light of reasonable intensity;
 2. Be aimed and shielded so that direct illumination is focused exclusively on the sign area; and
 3. Be shielded from adjacent buildings, streets, and internal drives and shall not be so right as to cause glare on or other nuisances to adjacent properties.
- B. The sign or light source shall not produce glare or illumination that could distract or interfere with the vision of drivers, cyclists, pedestrians, or adjacent property owners. Illumination shall be shielded in such a manner that no direct glare can be seen from any angle.
- C. Any electrical lights or fixtures shall be installed in accordance with Article 600 of the National Electrical Code.

11.101.6 Internal Illumination

- A. Internal illumination of signs shall be limited to light emanating only through the letters, number, logos, and accent lines. The remainder of the sign shall not be illuminated and shall be opaque to prohibit light penetration. The lighting source shall not flash, move be overly bright or create a nuisance.
- B. The sign or light source shall not produce glare or illumination that could distract or interfere with the vision of drivers, cyclists, pedestrians, or adjacent property owners. Illumination shall be shielded in such a manner that no direct glare can be seen from any angle.
- C. Exposed neon and LED that is visible are prohibited and shall not be incorporated into the design of a principal building or accessory structure.
- D. Any electrical lights or fixtures shall be installed in accordance with Article 600 of the National Electrical Code.

11.101.7 Maintenance

- A. Signs and the premises surrounding them shall be maintained in a clean, sanitary, and inoffensive condition, free and clear of obnoxious substances, rubbish and weeds.
- B. Signs together with their supports, braces and anchors, shall be maintained in good and safe condition, including the periodic application of paint or other weatherproofing materials to prevent rust or other decay. Signs shall not be allowed to deteriorate to a broken, torn, peeling, flaking or otherwise decayed condition.
- C. Temporary signs shall not be allowed to deteriorate to a tattered, torn or faded condition.
- D. No sign shall be disfigured, have cracked/ripped/peeling paint, bent/broken facing, broken supports, loose appendages/struts for more than 30 days. Severely damaged or destroyed signs must be restored or removed within 60 days. Damaged illuminated signs must be turned off until such time the repair is made within the 30-day required time frame.

11.101.8 Removal of Landscape Materials

Trees, shrubs, non-weed/rubbish type, or other vegetation shall not be trimmed, damaged, destroyed, or removed to increase or enhance the visibility of signs in the following circumstances:

- A. Within public right-of-way, unless the work is done pursuant to the express written authorization of the City or State, whichever is appropriate;
- B. On property that is not under the ownership of or control of the person conducting or responsible for the work, unless the work is done pursuant to the express authorization of the person owning the property on which the trees or shrubs are located; or
- C. In any area where trees, shrubs, or other landscape required to remain pursuant to this Ordinance.

11.101.9 Prohibited Signs

The following signs are prohibited:

- A. Abandoned, dilapidated or obsolete.
- B. Animated signs, including attention attracting devices that emit sound, odor, visible matter (smoke/steam), sign spinners/holders/walkers Inflatable or similar balloon-type devices, or the use of live animals.
- C. Any other sign not expressly permitted by this Ordinance, the Municipal code, and all applicable building codes.
- D. Banners, Beacons, pennants and streamers.
- E. Bench signs with advertisements. Memorial markers and non-profit bench signs are allowed.
- F. Billboards.
- G. Freestanding canopy signs, except as permitted in gas stations.
- H. Government imitation signs.
- I. Home occupation signs; In accordance with Art. III, Sec. 3-105.8.b, Accessory Uses, Home occupations.
- J. LED electronic message centers or display screen signs.
- K. Moving signs of any type.
- L. Neon, except. As provided in Section 11.116

11.101.9 Prohibited Signs (Cont.)

- M. Noisy mechanical devices.
- N. Blade banners, feather flags, swoop flags, tear drop flags, vertical or other temporary commercial flags.
- O. Obscene signs, such as those that exhibit statements, words, or pictures of an obscene nature, as defined by the US Supreme court.
- P. Off-site signs, including but not limited to Auction, real estate, garage sale, commercial businesses, etc.
- Q. Permanent commercial signs for residentially occupied dwellings, except temporary signs as permitted by Section 11.117, 11.118 or 11.119.
- R. Roof signs, including signs painted on roofs or that extend above the lowest point of a roof.
- S. Searchlights or spotlights.
- T. Signs on natural features such as trees, other living vegetation, and rocks.
- U. Signs projected onto surfaces utilizing light.
- V. Signs in public right-of-way, utility easements, utility poles, and/or not erected by or on behalf of a governmental/utility body.
- W. String lights attached to or part of a sign, or within a window or door.
- X. Trash receptacles, except for providing the name and contact information of the waste company who owns the receptacle.
- Y. Trailer signs.
- Z. Vehicle signs are only allowed if wrapped or painted and may not be parked off-site for the sole purpose of advertising.

11.101.10 Sign Area Computation

- A. The sign area shall be the computed area of the background upon which lettering, insignia, or other devices are placed.
- B. Where the sign area is on the face of a building, the area of the sign shall be determined by the smallest geometric shape that encloses all borders, graphics, and letters as a complete sign.
- C. The supporting structures shall not be included in the area computation unless utilized as part of the total display area, such as the background.

11.101.12 Nonconforming Signs

The following shall apply to legally permitted signs or sign structures that met all applicable regulations in effect at the time of installation, but were made nonconforming prior to or as of the effective date of this Ordinance:

- A. Minor repairs and maintenance may be performed on a nonconforming sign or sign structure, such as printing, painting, refacing or refinishing the surface so as to maintain the condition of the sign.
- B. No sign shall be disfigured, cracked/ripped/peeling paint, bent/broken facing, broken supports, or have loose appendages/struts for more than 30 days without repair or the sign shall be removed.
- C. No illuminated damaged/destroyed sign shall remain illuminated while awaiting repair or removal. All illuminated signage shall be turned off until such time the sign is repaired/replaced.
- D. Signs shall be brought into compliance with this ordinance when:
 - 1. A sign is changed, so as to increase the extent of the non-conformity, except as permitted in 11.101.7, Maintenance guidelines.
 - 2. Decorative signs, such as holiday, special event, church or park directional, etc., which are seasonal/temporary in nature which are removed and later replaced/reposted.

11.101.13 Exempt and Exception Signs

- 1. Federal, State, Municipal Local signs as regulated are exempt
- 2. Traffic control signals.
- 3. Sign Internal to the building, 3 feet or more away from the window and door.
- 4. Non-commercial flags in residential zones with freestanding flag poles.
- 5. Decals, numbers, names, addresses and hours that are 2 square feet or less.
- 6. Time and temperature signage with no commercial advertisement.

11.101.14 Waivers and Variances

The Regional Planning Commission shall have the authority to approve increases in sign area for Commercial and Industrial buildings as prescribed in 1-3 below, as no individual sign shall exceed 300 square feet.

1. Wall signs for Commercial or Industrial buildings that have a wall dimension greater than 300 lineal feet and a minimum gross floor area of 100,000 square feet.
2. Wall Signs for buildings in commercial zoning districts other than CNS, with (5) five or more stories.
3. In making their decision, the Regional Planning Commission shall approve additional signage area under this section when it has been determined that the requested signage is in proportion and scale to the size of the building façade to which it is to be installed.

11.101.15 Regulatory Enforcement

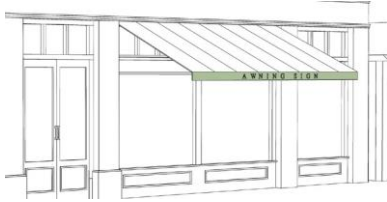


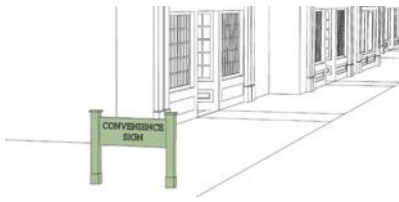



The sign administrator and/or their designees are hereby authorized and directed to enforce all of the provisions of this article. This authority empowers such individuals to perform any necessary inspections, including entering upon private property, and to issue related citations for the enforcement of this article.

1. Violation notice. The sign administrator or his designee shall order the removal of any sign erected or maintained in violation of this article, providing ten days' written notice to the owner of the premises upon which the offending sign is located to achieve compliance with provisions of this article. If, after ten days, the property owner has failed to achieve compliance with this article, a citation to municipal court shall be issued. However, when good faith efforts to bring a sign into compliance have begun within ten days of notice of violation, the sign administrator may extend the time period for compliance with this article to a period not to exceed 30 days.
2. Impoundment/disposal of signs. The sign administrator, the municipal codes officer and their designees shall have the authority to remove without notice any illegal sign on public property or a public right-of-way, or any illegal sign attached to trees, fences, posts, utility poles or other natural features. Such signs shall be considered litter and shall be subject to disposal.
3. The sign administrator, the municipal codes officer and their designees shall have the authority and discretion to remove, without prior notice, any sign on public or private property which, due to its physical condition and/or location, constitutes an immediate threat to the safety of citizens or other passersby. Notice shall, however, be provided to the landowner within ten days of removal of a permanent sign on private property.
4. Each day that a violation of this ordinance remains shall constitute a separate violation of this ordinance for purposes of the Court's assessment of fines or penalties.
5. In addition to other remedies here in under, the City shall have the right to recover from the owner or person placing such a sign the full costs of removal and disposal of such sign.

(Code 1997, § 11-107; Ord. No. 2008-59, 11-107, 9-22-2008; Ord. of 10-23-2009, § 11-107)

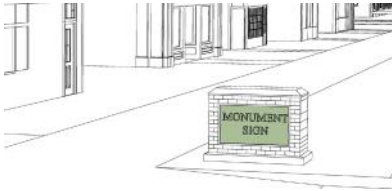


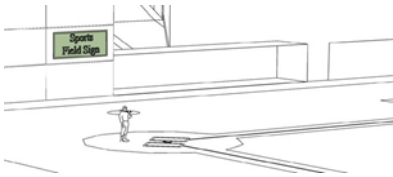



11.102 Overview of Sign Types

The following sign types are permitted in the following districts. Each sign shall comply with all standards and tables in the corresponding sign type.

Sign Type Description	Illustration	Permitted District
<p>Awning Sign: A sign that is part of or attached to the front face of an awning attached to a building.</p>		All Commercial & Industrial
<p>Band Sign: A sign that is flat against the façade and placed directly above a ground floor main entrance of a retail storefront/ tenant space and runs horizontally.</p>		All Commercial & Industrial
<p>Canopy Sign: A sign that is attached to the front face of a canopy attached to a building.</p>		All Commercial & Industrial
<p>Convenience Sign: A small, ground mounted sign for pedestrian and vehicular circulation within a site.</p>		All Commercial & Industrial
<p>Development Entrance Sign: A ground mounted sign located at the entrance to a development, typically associated with residential subdivisions.</p>		Commercial & Residential
<p>Directory Sign: A small sign that is flat against the building façade and mounted or applied directly to the building for informational or directional purposes only. Not to be utilized for advertisement.</p>		All Commercial & Industrial
<p>Flag: A piece of cloth, typically rectangular, attached by one edge to a pole.</p>		All Commercial & Industrial

11.102 Overview of Sign Types (Cont.)

The following sign types are permitted in the following districts. Each sign shall comply with all standards and tables in the corresponding sign type.

Sign Type Description	Illustration	Permitted District
<p>Monument Sign : A ground mounted sign that is placed upon or supported by the ground and independent of any other structure.</p>		All Commercial & Industrial
<p>Sandwich Board Sign : A pair of advertisement boards (sometimes referred to as A-frame), connected at the top by straps or hinge designed to be placed on the sidewalk in front of the retail storefront/tenant space</p>		All Commercial & Industrial
<p>Small Hanging/Projecting Sign: A small sign that either hangs from beams, brackets, or poles or that projects from poles or brackets from the building.</p>		All Commercial & Industrial
<p>Sports Field/Sports Court: A sign that is attached to a sports field or court fence.</p>		All Districts
<p>Vertical Blade Sign: A vertically-oriented sign that projects from a commercial/mixed-use building that is two or more stories and fronts a street intersection.</p>		All Commercial & Industrial
<p>Wall Sign: A sign that is flat against the building façade and mounted or applied directly to the building.</p>		All Commercial & Industrial
<p>Window Sign: A sign placed within, affixed to, in contact with, or located within 12 inches of a window and intended to be seen from the exterior.</p>		All Commercial & Industrial

11.102 Overview of Sign Types (Cont.)

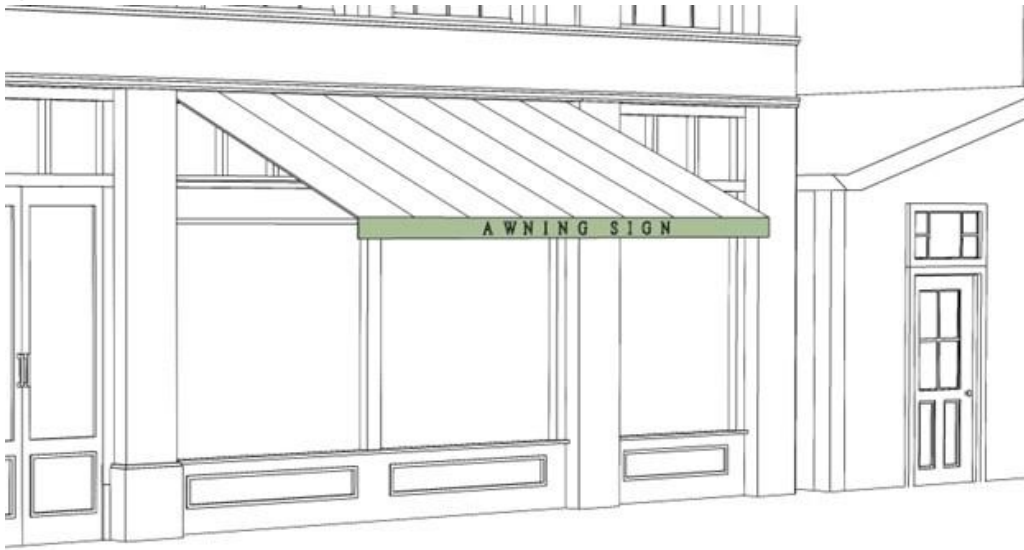
The following sign types are permitted in the following districts. Each sign shall comply with all standards and tables in the corresponding sign type.

Temporary Construction Site/Leasing Sign: A sign on an active construction site intended for temporary use during the construction period. *Permitted in all districts with no off-site signage allowed.*

Temporary Non-commercial Sign: A sign permitted for all non-commercial activities to include campaign/election signage. *Permitted in all districts with permission of property owner.*

Temporary Commercial Sign: A sign intended for temporary use for commercial and industrial activities other than temporary construction site/leasing signs and temporary non-commercial activities. *Permitted in all commercial and industrial districts with no off-site signage allowed.*

11.103 Awning Sign



Description

A sign that is part of or attached to the valance or face of an awning attached to a ground floor retail storefront/tenant space.

Standards

Permitted Districts All Commercial & Industrial

Quantity Maximum of one per main entrance per storefront on the ground floor.

Sign Area Multiply the linear length of the awning front fascia, by 1.0 to obtain the maximum square footage.

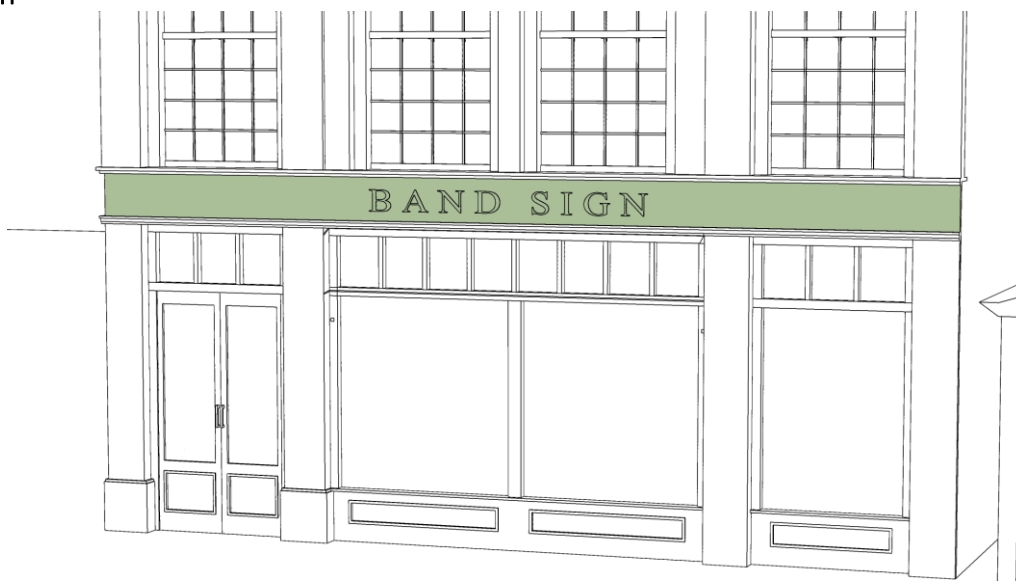
Placement Either of the awning valance or on the awning face.

Height Maximum height of the awning from ground level is 16 feet. Minimum height is 8 feet.

Materials Brick, stone, metal, composite or other outdoor rated materials as approved
In section 11.101.4.

Lighting External Illumination only.

11.104 Band Sign



Description

A sign that is flat against the façade and placed directly above a ground floor main entrance of a retail storefront/tenant space and runs horizontally.

Standards

Permitted Districts All Commercial & Industrial.

Quantity Maximum of one per main entrance per retail storefront/tenant space on the ground floor, if no awning, canopy or wall sign is present. Buildings with six stories or more may have band signs as described above, in addition to permitted wall signs.

Sign Area Maximum of 1.0 square feet per linear foot of retail storefront/tenant space façade.

Placement Applied to the ground floor façade and not project above the roof line. Vertically aligned with the center of an architectural element such as a retail storefront/tenant space window or entrance or centered above the overall space as occupied.

Projection Maximum of one foot from the building façade.

Materials Brick, stone, metal, composite or other outdoor rated materials as approved
In section 11.101.4.

Lighting External or internal illumination.

11.105 Canopy Sign



Description

A sign that is attached to the front face of a canopy attached to a building.

Standards

Permitted Districts All Commercial & Industrial.

Quantity Maximum of one sign per canopy per building façade and may be used only if no wall, band, or awning sign exists on the building façade.

Sign Area Maximum of 1.0 square feet per linear foot of retail storefront/tenant space façade.

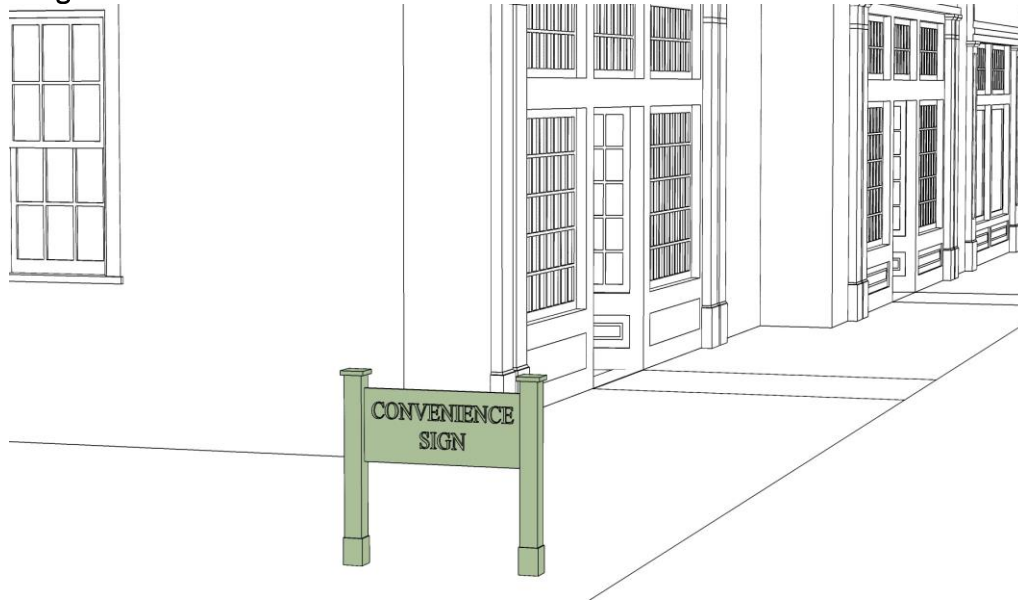
Placement Shall not project above or below the canopy or be located above the building roofline at the lowest point.

Projection Maximum of six inches from the canopy face.

Materials Brick, stone, metal, composite or other outdoor rated materials as approved
In section 11.101.4.

Lighting External illumination only.

11.106 Convenience Sign



Description

A small, ground mounted sign for pedestrian and vehicular circulation within a site.

Standards

Permitted Districts All Commercial and Industrial.

Quantity Maximum of one per entrance and one per exit, which may be dual faced. Limited additional signs may be approved when they are not visible from the right of way, such as pick-up or online ordering, etc. The City reserves the right to dictate the location of convenience signs and designated parking spaces. Additional convenience signs that may designate parking spaces may not be used towards the overall required space count, such as approved parking spaces as reflected on an approved site plan. Parking spaces for accessible parking codes.

Sign Area May have up to two sides (dual faced). No side shall exceed 4 square feet per side.

Placement Minimum setback at the property line, outside of the Right-of-Way (ROW), and any public utility drainage easement (PUDE), with a minimum of 10 feet from the edge of the street or curb. Shall not inhibit line of sight distance for motorists.

Height Maximum mounting height of six feet to the top edge of the sign.

Materials Brick, stone, metal, composite or other outdoor rated materials as approved In section 11.101.4.

Lighting External Illumination only.

11.107 Development Entrance Sign



Description

A ground mounted (monument style) sign located at the entrance to a development, typically associated with subdivisions.

Standards (Continued)

Permitted Districts Residential Only.

Quantity Maximum of two per entrance to the development.

Materials Brick, stone, metal, composite or other outdoor rated materials as approved
In section 11.101.4. Signs must be constructed within the entrance walls.

Sign Area May have up to two sides (dual faced) with a maximum of (50) fifty square feet per side.
Monument/Entrance walls shall not exceed (10) ten feet in height.

Placement Minimum setback at the property line, outside of the Right-of- Way (ROW), and any public utility drainage easement (PUDE), with a minimum of 10 feet from the edge of the street or curb. Shall not inhibit line of sight distance for motorists.

Projection At the top of the sign face area, measured at the centerline of the adjacent right-of-way.

Lighting External illumination only. Must include landscape in the form of trees, shrubs, and groundcover. Walls and the landscape shall be maintained by the HOA if one exists. If no HOA exists, then the developer of the property shall designate a person or entity to maintain the sign.

11.108 Directory Sign



Description

A small sign that is flat against the building façade and mounted or applied directly to the building for informational or directional purposes only. Not to be utilized for advertisement.

Standards

Permitted Districts	All Commercial & Industrial.
Sign Area	Maximum of (4) four square feet per building façade, in addition to the other permitted signage on the building.
Projection	Maximum of (6) six inches from the building façade.
Height	Maximum of (6) six feet at the top of the sign area.
Materials	Brick, stone, metal, composite or other outdoor rated materials as approved In section 11.101.4.
Lighting	External illumination only.

11.109 Flag

**Description**

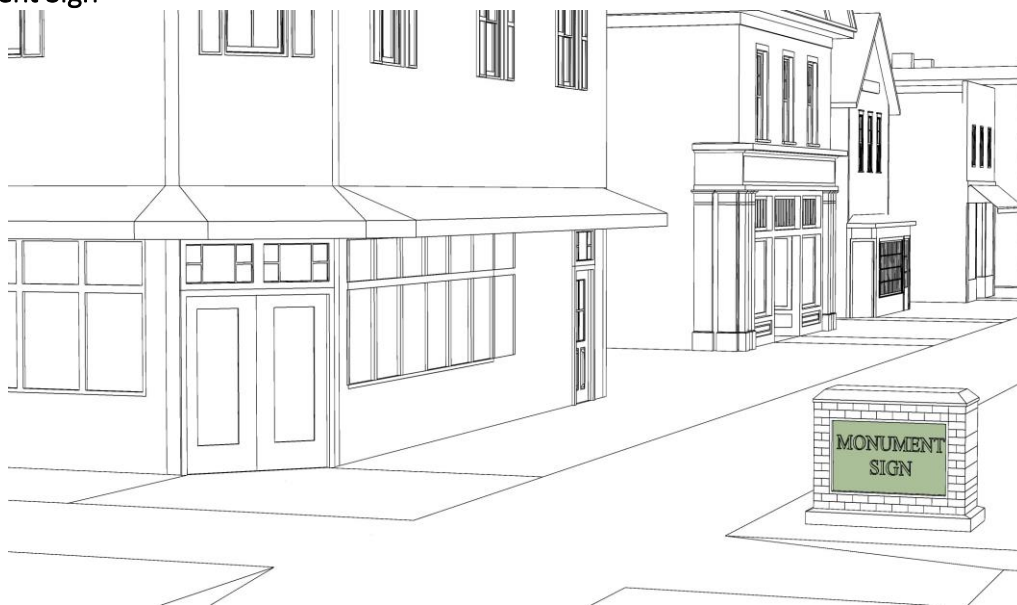
A piece of cloth, typically rectangular attached by one edge to a pole and must be permanent in nature.

Standards

Permitted Districts All Commercial & Industrial.

Quantity	Maximum of (3) three per lot. Maximum width of the flag shall not exceed (1/4) one-fourth the
Sign Area	Maximum width of the flag shall not exceed (1/4) one-fourth the height of the pole (e.g. 40-foot pole = maximum width of 10 feet). No more than (2) two flags per pole, with the lower flag not to exceed the overall size of the top flag.
Placement	No flag may contain a commercial (advertisement) message. Minimum setback at the property line. The flag shall be located outside of any Right of Way or Public Utility Drainage easement unless approved by the City Manager.
Pole Height	Maximum of (40) forty or (20) twenty feet for rooftop poles.
Materials	Bunting or fabric.
Lighting	External illumination only.

11.110 Monument Sign



Description

A ground mounted sign that is placed upon or supported by the ground and independent of any other structure.

Standards

Permitted Districts All Commercial & Industrial

Quantity Maximum of two per street frontage, and must be placed a minimum of 300 feet from the closest point of each sign. Max of four signs per lot.

Sign Area May have up to (2) two sides with a maximum of (50) fifty square feet per side. The maximum height shall not exceed (10) ten feet in all zoning classifications, except CI, and CMU where the maximum height is (15) fifteen feet. The overall sign structure shall not exceed 100 square feet.

Placement Minimum setback at the property line, outside of all Right-of-Way and any Public Utility Drainage easements. Signage cannot block pedestrian or motorist line of sight.

Materials Brick, stone, metal, composite or other outdoor rated materials as approved in section 11.101.4. The sign must contain a minimum base of (12) twelve inches, which shall be surrounded by brick, natural or cultured stone or concrete frame.

Lighting External or internal illumination only.

Additional Standards No new pylon signs will be allowed.

11.111 Sandwich Board (A-frame) Sign



Description

A pair of advertisement boards connected at the top by straps or hinge designed to be placed on the sidewalk in front of the retail storefront/tenant space.

Standards

Permitted Districts All Commercial & Industrial

Quantity Maximum of one per ground floor retail storefront/tenant space, not to exceed (3) three signs per building (for multiple tenants). For buildings with single tenant only one sign is allowed.

Sign area May have up to (2) two sides (dual faced) with a maximum of (6) six square feet per side.

Placement On the sidewalk in front of the retail storefront/tenant space and shall maintain (48) forty-eight inches of sidewalk clearance for pedestrian circulation and shall adhere to all ADA regulations.

Height Maximum of (4) four feet at the top of the sign area.

Materials Brick, stone, metal, composite or other outdoor rated materials as approved
In section 11.101.4.

Lighting No external or internal illumination.

11.112 Small Hanging/Projecting Sign



Description

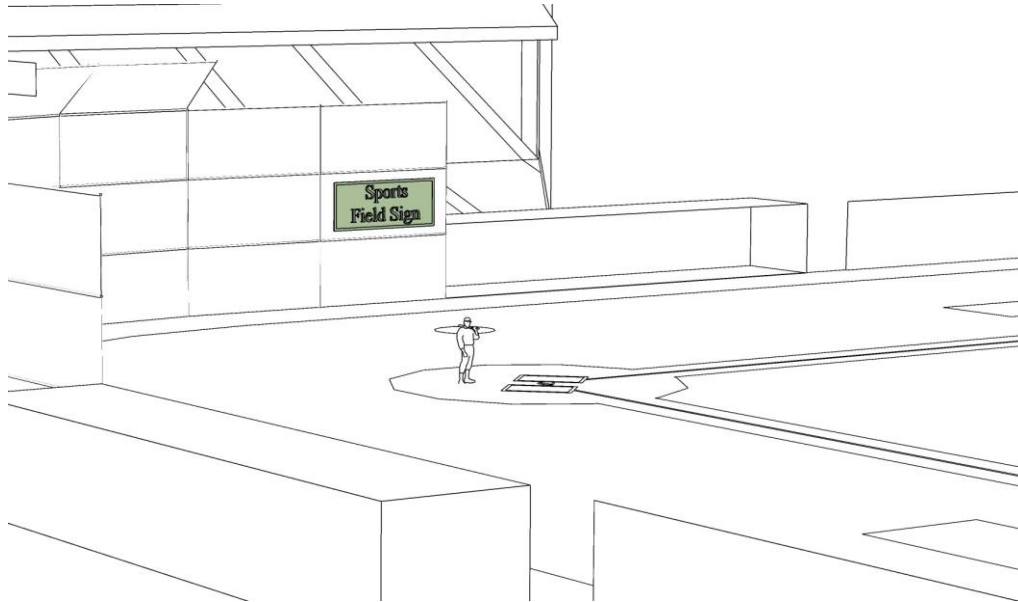
A small sign that either hangs from beams, brackets, or poles or that projects from poles or brackets from the building.

Standards

Permitted Districts All Commercial and Industrial

Quantity	Maximum of one per building main entrance, in lieu of a wall sign. One hanging/projecting sign is allowed per individual business principal entrance, in lieu of an awning, canopy or wall sign for retail centers with multiple tenants.
Sign Area	May have up to (2) two sides, with a maximum of (4) four square feet per side.
Projection	Projects from the building façade at a 90-degree or at a 45 degree angle when placed at a corner of a building. Maximum of (3) three feet from the building façade, inclusive of the bracket depth.
Placement	Minimum clearance of (8) eight feet from the grade surface (Generally defined as the sidewalk or the floor in front of the space).
Height	Maximum height shall be the roofline or window sill of the second story, whichever is less. The minimum height at the bottom of the sign is (8) eight feet.
Materials	Brick, stone, metal, composite or other outdoor rated materials as approved In section 11.101.4.
Lighting	External illumination only.

11.113 Sports Field/Sports Court Sign



Description

A sign that is attached to a sports field or sports court fence.

Standards

Permitted Districts All districts

Quantity N/A

Placement Shall face into the sports field or sports court.

Sign Area/Height No sign shall exceed 32 square feet. And the sign shall not be higher than the top of the fence to which it is attached.

Materials Brick, stone, metal, composite or other outdoor rated materials as approved
In section 11.101.4.

Color The backs of all signs shall be the same color.

Lighting External illumination only.

Additional standards Scoreboards are exempt from this Chapter, but shall have ever-green screening at the base of the support structure when visible from an arterial or collector street. Wilson County Schools and all athletic fields and courts, are under the jurisdiction of Wilson County and the school district. All City of Mt. Juliet Parks facilities are under the jurisdiction of the City of Mt. Juliet and the Parks Director.

11.114 Vertical Blade Sign



Description

A vertically oriented sign that projects from a commercial/mixed-use building that is two or more stories and front a Street intersection.

Standards

Permitted Districts All Commercial & Industrial.

Quantity	Maximum of one per building frontage on a street intersection and may be used only if no other awning, canopy, wall or hanging signs exist on the ground floor retail storefront/tenant space below.
Sign Area	Maximum of (20) twenty square feet or one square foot per linear foot of building façade for which the fascia sign is to be placed upon, whichever is less.
Placement	At the corner of the building or at the change in massing near the corner of the building. Shall not project below the window header of the first floor. Shall not project above the cornice of a two-story building or above the window sills of the third story of a building with more than two stories.
Projection	Projects from the building façade at a 90-degree angle or at a 45-degree angle when placed at a corner of a building. Maximum of (3) three feet from the building façade, inclusive of bracket depth. Brackets connecting the sign to the building façade shall be a minimum depth of (1) one foot and a maximum of (1.5) one and a half feet.
Materials	Metal with a minimum thickness of one-half inch and a maximum thickness of (1) one foot.
Lighting	External or internal illumination

11.115 Wall sign



Description

A sign that is flat against the building façade and mounted or applied directly to the building.

Standards

Permitted Districts All Commercial and Industrial

Quantity	Maximum of (4) four per business. Wall sign allowed only if no awning, band, canopy or hanging sign exists on the building. Buildings (5) five stories or more may have wall signs as described above, in addition to permitted band signs.
Sign Area	Maximum of (1) one square foot per linear foot of building façade, with no single sign exceeding 300 square feet.
Placement	Maximum height shall be the main roofline of the uppermost full story. Signs are not allowed to be placed upon any parapet or similar type walls above the main roofline.
Projection	Maximum of (6) six inches from the building façade.
Materials	Brick, stone, metal, composite material or other outdoor rated materials.
Lighting	External or Internal Illumination.

11.116 Window Sign



Description

A sign placed within, affixed to, in contact with, or located within 12 inches of glazing and visible from the exterior.

Standards

Permitted Districts All Commercial & Industrial

Sign Area Maximum of 15 percent of an individual window area, but shall not exceed 4 window signs. In cases where windows are grouped, the sign area shall not exceed 15 percent of the window grouping area.

Placement Fully within the interior of the building and attached directly to or mounted within 12 inches of the inside of the business.

Materials Metal, paper, cloth or other related materials as approved In section 11.101.4. Window Perf or other visual blocking materials are strictly prohibited.

Lighting Retail businesses may have one Interior LED or lighted sign stating open/closed or hours of operation by permit only, and shall comply with all other standards in this section. All other illuminated window signs including Neon, LED, lighted, including rope and string lights are prohibited.

11.117 Drive-Thru Signs

Description

Commercial signage, both manual and/or static digital signs strictly for the intent to provide menu options for customers.

Standards

Permitted Districts	All Districts where Drive-thru restaurants are allowed.
Quantity	Maximum of (1) one standard menu board and (1) pre-sell menu board per drive-thru lane. Curbside service style restaurants may have one menu board per bay/stall.
Sign Area	Standard menu board may have a maximum sign face not to exceed (40) forty square feet. Pre-sell menu board may have a maximum sign face not to exceed (20) twenty square feet. Curbside service menu board may have a maximum sign face not to exceed (6) six square feet.
Placement	Signage must be outside of the lane of travel and within a pre-determined area according to all site plan approvals. Pre-existing restaurants must have all placements approved prior to issuance of any permits.
Materials	Brick, stone, metal, composite or other outdoor rates materials as approved.
Height	Maximum height for all drive-thru, pre-sell and curbside boards shall not exceed (6) six feet.
Lighting	Illumination requirements are provided in section 11.105 and 11.106.
Requirements	All digital signage must remain static at all times, except if an immediate change is required to update the menus from one time frame to another, such as breakfast to lunch or supper. Signs must be turned off at close of business, and may not be turned back on until such time the business re-opens.

11.118 Temporary Construction Site / Leasing Sign

Description

A sign on an active construction site intended for temporary use during the construction/leasing period.

Standards

Permitted Districts All Districts

Quantity	Maximum of (3) three signs per construction site under (5) five acres and maximum of (4) four signs for sites in excess of (6) acres or more.
Sign Area	May have up to (2) two sides, with a maximum of (40) forty square feet per side. Signs may include and limited to the developer, architect, engineer, general contractor and finance company in addition to the name of the project, business or development or any combination of thereof.
Placement	Minimum setback at the property line and outside of the Right-of Way and any Public Utility Drainage easement. Signs on major thoroughfares are limited to no more than (2) signs. All signs must be placed a minimum of 300 feet apart.
Materials	Brick, stone, metal, composite or other outdoor rated materials as approved In section 11.101.4.
Height	Maximum of (8) feet from ground level.
Lighting	Illumination is prohibited.
Duration	Signs associated with nonresidential and mixed use development shall be removed upon issuance of the certificate of occupancy or no later than (5) days following the issuance of the Certificate of Occupancy. Signs associated with residential development including multi-family leasing signs shall be removed after 75% build out or (3) three years, whichever occurs first.
Requirements	All freestanding signs must remain upright and intact. Any damaged signs must be removed immediately or are subject to removal and disposal. Off site placement is prohibited for any and all temporary signs.

11.119 Temporary Non-commercial Signs

Description

A sign intended for temporary use other than temporary construction site or commercial signs. Temporary Non Commercial signs (election/campaign signs included) are allowed in addition to all other permitted signs, and a Sign permit is not required.

*Election/Campaign signs are regulated by T.C.A. 2-7-143.

Standards

Permitted Districts All Districts.

Quantity (1) one sign per candidate/issue/subject with no duplicate signs allowed.

Sign Area The signs are limited to (16) sixteen square feet per sign face for residentially zoned properties and a maximum of (32) thirty-two square feet per sign face for non-residentially zoned properties.

Placement Signs are allowed on private property with the permission of the property owner and must be placed outside of the right-of-way and withing the required setbacks as noted below. All temporary signs shall be located at least ten (10) feet back from the street curb, edge of pavement or stabilized shoulder and two (2) feet from the edge of the public right-of-way or private roadway, whichever is greater, unless a greater distance is required to remove such sign from the sight distance triangle or otherwise specified within these provisions.

Material Brick, stone, metal, composite or other outdoor rated materials as approved In section 11.101.4.

Only rigid type signs within a frame of approved materials, will be allowed to be free-standing. All temporary banners are required to be affixed to the building.

Lighting Illumination is prohibited.

Requirements All freestanding signs must remain upright and intact. Any damaged signs must be removed immediately or are subject to removal and disposal. All garage sale, must be on-site only. Garage sale signs are allowed to be placed on Thursdays and must be removed by Sunday. Special and/or temporary event signage is only allowed one week prior to the event and must be removed no later than the day following the cessation of the event.

11.120 Temporary Commercial Signs

Description

A sign intended for temporary use other than temporary construction site or non-commercial signs.

Standards

Permitted Districts All Commercial and Industrial districts.

Quantity (1) one sign per lot, per permit. Single lots with multiple businesses are limited to no more than (1) one sign per business and the lot shall not exceed (3) three signs at any time. Only (4) permits per business per calendar year shall be issued, with each permit limited to (30) thirty consecutive days.

Sign Area The sign is limited to (20)n square feet per sign face, may be dual sided.

Placement Signs are allowed on private property with the permission of the property owner and must be placed outside of the right-of-way and withing the required setbacks as noted below. All temporary signs shall be located at least ten (10) feet back from the street curb, edge of pavement or stabilized shoulder and two (2) feet from the edge of the public right-of-way or private roadway, whichever is greater, unless a greater distance is required to remove such sign from the sight distance triangle or otherwise specified within these provisions. No temporary signs, except temporary signs posted on residentially zoned property with a residential use and not impeding visibility along a public thoroughfare, shall be permitted within a public right-of-way. Signs placed in the public right-of-way are subject to immediate removal.

Material Brick, stone, metal, composite or other outdoor rated materials as approved
In section 11.101.4.

Only rigid type signs within a frame of approved materials, will be allowed to be free-standing. Banners are prohibited.

Lighting Illumination is prohibited.

Requirements All freestanding signs must remain upright and intact. Any damaged signs must be removed immediately or are subject to removal and disposal. All real estate, auction and other commercial related signage, must be on-site only. Special and/or temporary event signage is only allowed one week prior to the event and must be removed no later than the day following the cessation of the event.
Off site placement is prohibited for any and all temporary signs.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0408
11.B.

Agenda Date: 12/11/2023

Agenda #:

Title:

AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS 330 W. DIVISION STREET, MAP 073L, GROUP C, PARCEL 002.00, FROM OPS TO CTC



MEMORANDUM

Date: November 16, 2023

To: Luke Winchester, Chairman
and Planning Commission

From: Jennifer Hamblen, Planning Director
Jon Baughman, Deputy Planner

Re: 330 W. Division Street
Rezone
Map – 073L, Group C
Parcel(s) – 002.00

Request: Submitted by Robinson Properties, the applicant seeks a rezone from OPS to CTC for 330 W. Division Street located in District 1.

Description: The subject property is in the City limits, located on the north side of W. Division Street between 3rd and 4th Avenues. North of the property are the railroad tracks. The area of the site is approximately an acre. There is an existing single-family home and accessory structure on the site. The applicant desires to change the zoning from OPS (office professional services) to CTC (commercial town center), a request which the City's land use plan supports. The intent for the property is for a hair salon and coffee shop. OPS does not support take-out which is the reason for the request. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Robinson Properties	Neighborhood Commercial	N/A	OPS	CTC

Future Land Use Plan: The City's Future Land Use Map identifies the property as Neighborhood Commercial. Surrounding land uses classifications include Neighborhood Commercial and Low Density Residential. The future land use plan supports this request for CTC zoning and a plan amendment is not required.

Zoning: Current zoning OPS and the requested zoning is CTC. Surrounding properties include CTC, RS-40 north of the railroad tracks and RS-20 west of 4th Avenue.

Findings: In reviewing the requested zoning actions, staff finds that the request agrees with all of the following findings, as contained in the zoning ordinance. The proposed annexation and rezone:

1. *is agreement with the general plan for the area, and*
2. *does not contravene the legal purposes for which zoning exists, and*

3. *will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and*
4. *is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and*
5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

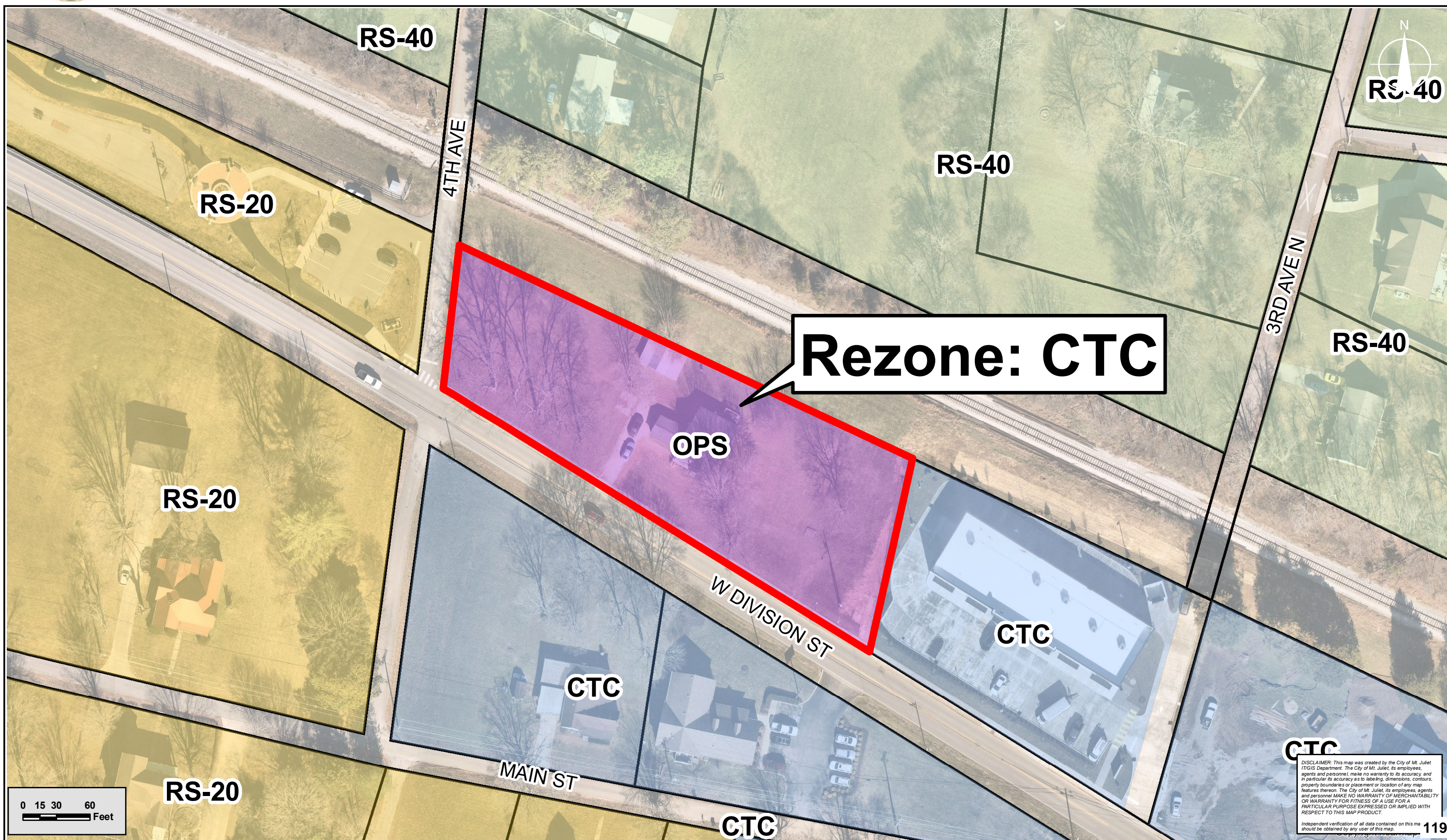
Summary: The applicant seeks CTC zoning (OPS currently) for this property. The request is supported by the City's Land Use Plan.

Recommendation: Staff recommends forwarding the Rezone request from OPS to CTC for 330 W. Division Street to the Board of Commissioners with a positive recommendation, subject to the conditions below:



Exhibit A - Rezone

330 W. Division St.
Map 072I, Group C, Parcel 002.00



ORDINANCE NO. _____

AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS 330 W. DIVISION STREET, MAP 073L, GROUP C, PARCEL 002.00, FROM OPS TO CTC.

WHEREAS, the rezoning request is supported by the City's Land Plan and complies with the findings found in the City's Zoning Ordinance, and;

WHEREAS, a public hearing before the City Commission of the City of Mt. Juliet was held on _____, 2023 and notice thereof published in the Chronicle of Mt. Juliet on _____; and

WHEREAS, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting on November 16, 2023, and forwarded a Positive recommendation (Vote Count 9-0-0) for approval to the Board of Commissioners; and

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to rezone the property from OPS to CTC; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON _____, 2023 as follows:

SECTION 1. – REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, be and is hereby amended, and altered by rezoning the certain parcel of real property at 330 W. Division Street, Map 073L, Group C, Parcel 002.00, from OPS to CTC.

LEGAL DESCRIPTION – See Exhibit A (attached)

SECTION 2. – PUBLIC HEARING – The zoning changes were the subject of a public hearing held on _____ at 6:15 p.m.

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. Luckett, MMC
City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney

Exhibit A

Being one lot situated in the 1st Civil District of Wilson County, Tennessee, and in the village of Mt. Juliet, and containing one and three quarter acres, more or less, and bounded North by Tennessee Central Railways; South by this old North Central St. Louis Railways, now public road (West Division); East by the late J.P. Bashaw land (Robinson Developments LP); and west by public road (4th Avenue North).



Mt. Juliet, Tennessee

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

Staff Report

File #: 0434
11.C.

Agenda Date: 12/11/2023

Agenda #:

Title:

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO
ACCEPT AND APPROPRIATE GRANT FUNDS FOR THE GOLDEN BEAR AND VOLUNTEER
BLVD TRAFFIC SIGNAL PROJECT**

ORDINANCE 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO ACCEPT AND APPROPRIATE GRANT FUNDS FOR THE GOLDEN BEAR AND VOLUNTEER BLVD TRAFFIC SIGNAL PROJECT

WHEREAS, the City of Mt. Juliet continually seeks to improve traffic delays and congestion for citizens traveling on city roadways; and

WHEREAS, the City of Mt. Juliet budgeted a signal project in the FY24 Capital Projects Fund at the intersection of Golden Bear and Volunteer Blvd; and

WHEREAS, the project was appropriately bid however the cost exceeded the current budget; and

WHEREAS, TDOT committed additional State SIA grant funds to cover the total cost of construction of the project.

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

Section 1. The 2023/2024 Budget Ordinance (Ordinance 2023-24) is hereby amended as follows:

Capital Projects Fund

Increase / (Decrease) the Following Revenue:

300-33431	TDOT SIA Under Armor Grant	\$ 487,068
300-37810	Operating Transfers from General Fund	(\$378,800)

Increase / (Decrease) the Following Expenditures:

Mt. Juliet Road ADA Upgrades, Phase II

300-43127-943	Traffic Signal Equipment	(\$ 228,800)
300-43127-966	Construction	(\$ 150,000)
300-43127-967	Construction Funded by Grants	\$ 487,068

General Fund:

110-49800-899	Transfers to Capital Projects Fund	(\$378,800)
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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:

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

L. Gino Marchetti, Jr., City Attorney

ORDINANCE 2023-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO ACCEPT AND APPROPRIATE GRANT FUNDS FOR THE GOLDEN BEAR AND VOLUNTEER BLVD TRAFFIC SIGNAL PROJECT

Executive Summary

The project: This project consists of installing a traffic signal at the intersection of Golden Bear Gateway and Volunteer Blvd to improve traffic delays.

Funding: We recently opened bids and the BOC approved a construction contract in the amount of \$446,568. The construction inspection consultant cost is \$40,500. Therefore, the total construction cost is \$487,068. The current budget only includes \$228,800 of grant funds on the project. Public Works staff was able to secure additional grant funding from TDOT. TDOT has committed to funding the total construction cost with State SIA funds. Therefore, this project will now be covered 100% by grant funds.

Official act: This ordinance amends the budget to increase the grants funds from \$228,800 to \$487,068 and decrease the local funds by \$150,000.

Fiscal Note: This project is now covered 100% by grant funds. Therefore, the City no longer has a fiscal responsibility, unless cost overruns are experienced during construction. We are keeping \$50,000 of local funds in the budget just in case there are cost overruns.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0377

Agenda Date: 12/11/2023

Agenda #: A.

Title:

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE CITY OF MT. JULIET PROPERTY, LOCATED AT 620 CLEMMONS ROAD MAP 072 PARCELS 71.06 AND P/O 71.01, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY



MEMORANDUM

Date: October 19, 2023

To: Luke Winchester, Chairman
and Planning Commission

From: Jennifer Hamblen, Planning Director
Jon Baughman, Deputy Planner

Re: 620 Clemmons Road
Annexation
Map - 072
Parcel(s) – 071.06, p/o 071.01

Request: Submitted by City staff, the City of Mt. Juliet seeks annexation of 620 Clemmons Road.

Description: The subject property is located on east side of Clemmons Road and will be part of District 3 if annexed. The property is undeveloped and about 23 acres. This property is across the street from the eastern entrance of Lynwood Station currently under construction. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Mt. Juliet/620 Clemmons Road	Business Development Center	N/A	R-1	RS-40 Default

Future Land Use Plan: The City's Future Land Use Map identifies this area as Business Development Center. A change is not requested.

Zoning: Current zoning is Wilson County R-1. If annexed, the property will default to RS-40 zoning.

Annexation: The subject property is located wholly within the City's Urban Growth Boundary and is contiguous with existing City limits.

Plan of Service: A plan of services is included for review.

Recommendation: Staff recommends forwarding the Annexation and Plan of Services for 620 Clemmons Road to the Board of Commissioners with a positive recommendation.

RESOLUTION - 2022

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE CITY OF MT. JULIET PROPERTY, LOCATED AT 620 CLEMMONS ROAD MAP 072 PARCELS 71.06 AND P/O 71.01, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY:

WHEREAS, Tennessee Code Annotated Section 6-51-102 an amended requires the a Plan of Services be adopted by the governing body of a city prior of passage of an annexation ordinance of any territory which may be annexed within any 12 month period; and

WHERAS, the City of Mt. Juliet (herein referred to as "City") contemplates annexation of property known as City of Mt. Juliet property located at 620 Clemmons Road, in Wilson County, Tennessee, as described herein;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE THAT THE PROPERTY LOCATED AT 620 CLEMMONS ROAD IN WILSON COUNTY, TENNESSEE IS ADOPTED.

A. Police:

1. Patrolling, radio responses to calls, and all other calls, and other routine police services, using present personnel and equipment, will be provided beginning on the effective date of annexation.

B. Fire:

1. The City of Mt. Juliet will assume primary responsibility for Fire Protection with automatic and mutual aid assistance from the Wilson County Emergency Management Agency.

C. Water:

1. Water for domestic and commercial is already and will continue to be provided by the West Wilson Utility District.

D. Sanitary Sewers:

1. Sanitary Sewer infrastructure exists at or near the subject property boundary. Any required extension of the public sanitary sewer infrastructure shall be the responsibility of the developer of the subject property.
2. The annexation of existing developed areas that are not presently on sanitary sewer will not have sewer extended to the properties until funding is appropriated for such extensions or another funding mechanism is approved.

RESOLUTION - 2022

E. Refuse Collection:

1. Refuse Collection is available from private companies in the area. The City of Mt. Juliet has no current plans to offer refuse collection or solid waste disposal services in any area of the City.

F. Public Streets:

1. Emergency maintenance of streets designated as public streets, built to City of Mt. Juliet Standards and dedicated to the City of Mt. Juliet by recording of a final plat as public streets (repair of hazardous pot holes, measures necessary for traffic flows, etc.) will become available on the effective date of annexation.
2. Routine maintenance of streets designated, built and dedicated as public streets, on the same basis as in the present City, will become available in the annexed area when funds from the state gasoline tax based on the annexed population are received (usually July 1, following the effective date of annexation.)
3. Reconstruction and resurfacing of streets designated, built and dedicated as public streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements will be accomplished under current policies of the City or as funds are made available.
4. Cleaning of streets designated, built and dedicated as public streets having curbs and gutters will be considered after the effective date of annexation on the same basis as the cleaning of streets within the present City.
5. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed on public streets as the need is established, by appropriate study and traffic standards.

G. Schools:

1. The entire annex area is served by Wilson County Schools. This annexation will have no effect on school districts.

H. Inspection Services:

1. Any inspection service now provided by the City (building, plumbing, electrical, gas, housing and City of Mt. Juliet by Ordinance, etc) will become available in the annexed area on the effective date of annexation.

I. Planning:

1. The Planning Jurisdiction of the City already includes the annexed area. The property herein annexed is recommended to be zoned: RS-40.

RESOLUTION - 2022

J. Street Lighting

1. The City only installs streetlights on main thoroughfares (currently Mt. Juliet Road/SR171 and Lebanon Road/US Highway 70).

K. Recreation

1. Residents of the annexed area may begin using all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the City will be followed in expanding the recreational program facilities in the enlarged City.

L. Electrical Service

1. Electrical service for domestic and commercial uses is already and will continue to be provided by the Middle Tennessee Electric Membership Cooperative.

NOW THEREFORE BE IT RESOLVED:

In case 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. 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 on the earliest date allowed by the law.

PASSED:

FIRST READING:

James Maness, Mayor

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

Gino Marchetti, City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 0435

Agenda Date: 12/11/2023

Agenda #: B.

Title:

**A RESOLUTION TO APPROVE THE ATTACHED SERVICE AGREEMENT WITH GEOSERVICES
FOR CONSTRUCTION MATERIALS TESTING FOR THE MT. JULIET POLICE DEPARTMENT
AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT**



October 24, 2023

City of Mt. Juliet, TN
2425 N. Mt. Juliet Road
Mt. Juliet, TN 37122

Attention: Finance Director/ City of Mt. Juliet, TN

Mr. Joel Carden/ the Parent Company
jcarden@theparentco.com

Reference: **Proposal for Construction Materials Testing Services**
City of Mt. Juliet Police Department Headquarters
Charlie Daniels Parkway
Mt. Juliet, Tennessee
GEOServices Proposal No. 13-231895

Dear Mr. Carden:

GEOServices appreciates the opportunity to submit this proposal for the above referenced project. The following proposal describes our understanding of the project, outlines our anticipated scope of work and presents the associated fees for our services. A copy of our Agreement for Services is attached and is incorporated as part of this proposal.

PROJECT INFORMATION

GEOServices understands that construction is planned for City of Mt. Juliet Police Department Headquarters located along Charlie Daniels Parkway in Mt. Juliet, Tennessee. This project will require for GEOServices to perform QC testing services. The scope of work listed below is based on our understanding of the subject project and past experience with similar projects. Changes to the scope, either positively or negatively, can be made via your written request at any time.

SCOPE OF SERVICES

Based on our understanding of the proposed construction, GEOServices proposes to offer the following services as part of this proposal:

Laboratory Testing: Our personnel can obtain representative samples from the onsite/offsite borrow for laboratory Proctor testing to determine the materials maximum dry density and optimum moisture content. In addition, Atterberg limits and natural moisture content testing may be performed.

Proofrolling Observations: Our personnel can be onsite as requested to observe proofrolling. The purpose of our observations is to assist the contractor in determining the suitability of soils for fill placement. During proofrolling observations, our personnel can help identify areas which pump, rut, or deflect under passage of construction equipment. If necessary, recommendations will be provided for areas judged unsuitable during proofrolling.

Field Density Testing: Our personnel can be onsite during fill placement operations. Our personnel will record lift thickness, moisture content, compacted density, approximate location and approximate depth to proposed subgrade elevation. Please be aware that periodic, part-time density testing will represent the compaction and moisture content at the tested depths and locations only.

Foundation Excavation Observations: Upon completion of the foundation excavations to the planned depths and dimensions, our personnel can probe the excavations to help identify soft or loose soil areas. In addition, our personnel can conduct Dynamic Cone Penetrometer (DCP) testing to evaluate the relative consistency of the soils at the tested locations. The results of the probing and DCP testing will be used to evaluate the soil's allowable bearing pressure relative to the project requirements. Once reviewed by a GEOServices project manager, recommendations will be provided for any foundation subgrade repair, if needed.

Please be aware that foundation excavation evaluations will address bearing capacity only and does not address the potential for, or magnitude of, settlement of the foundations.

Reinforcing Steel Observations: Our personnel can observe steel reinforcing placed in shallow foundation excavations prior to concrete placement. Our personnel will document if the placement of the reinforcing steel conforms to the project plans and specifications.

Fresh Concrete Testing: During placement of fresh concrete, our personnel can be onsite to perform air and concrete temperature, slump, unit weight and air content testing. Also, for each scheduled placement, representative cylinders will be cast for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing.

Floor Flatness and Levelness: Floor flatness and levelness testing of finished concrete floors in general accordance with ASTM E1155 can be performed if requested. Our personnel will perform the testing and report the results upon completion of the test.

Masonry Wall Construction Observations: Our personnel can observe masonry wall construction on a periodic basis (as directed and coordinated by your onsite representative) and document block size and placement; and reinforcing steel size, spacing, location, lap lengths, and general orientation.

Grout and/or Mortar Testing: During grout and/or mortar placement in masonry walls, our personnel can sample and cast representative samples. After the initial curing on site, the samples will be transported to our laboratory for additional curing and compressive strength testing.

Structural Steel Observations: Our personnel can visually examine field welded connections for size and quality in general conformance with the project plans and specifications.

As part of our visual welding evaluations, and as a requirement of AWS D-1.1, our personnel will review current welder qualifications for each welder. Further, current welding procedures should be on site for each type of welding required on the project.

Field Density Testing of Basestone: After the basestone is placed and compacted our personnel can perform field density testing of the in-place basestone. Our personnel will record moisture content, compacted density and the approximate test location.

Asphalt Testing: During asphalt placement, our personnel can perform density testing during asphalt placement. If requested and at the completion of asphalt placement, we can obtain core samples from the recently placed asphalt, testing each core for thickness and specific gravity. The specific gravity test results can be compared to the asphalt supplier's Job Mix Formula (JMF) to obtain a percent compaction for each core.

Post-Tensioning Observations: Prior to concrete placement, our personnel can observe and document tendon placement. Included in our observations will be the number of tendons, general location, orientation, and arrangement relative to our understanding of the post-tensioning drawings. Our documentation will not include exact measurements of drape, sweep, or horizontal and vertical dimensioning relative to formwork or fixed structures.

Post-Tensioning Tendon Stressing Observations: Our personnel can observe and document stressing operations by the contractor. Our documentation can include measurements of tension (i.e. jacking pressure of a calibrated jack) and final elongation of each tendon after setting of the anchors. Prior to leaving the site, we can report out-of-tolerance elongations, slippage, and/or blow-outs, to the contractor and/or structural engineer.

Micro-pile Observations: It is our understanding that micro-piles will be installed to support the proposed foundations. We have not been provided with micro-pile design information, including proposed micro-pile layouts and quantities. We anticipate that this information will be made available to us prior to commencing installation. Our installation observation services will consist of visual observation of drilling activities, recording pertinent data for each micro-pile location (drill depths, soil and rock strata encountered, grouting activities, etc.), and observing the static load test.

Sampling and testing of micro-pile grout can also be performed, if requested. Our installation observation services will culminate in a short summary report including micro-pile observation records and a summary of the pertinent micro-pile quantities (drill depths, casing lengths, grout quantities, etc.).

Reporting: At the completion of each site visit, our personnel will prepare a daily field report. This report will summarize our field personnel's preliminary observations and testing results. The field personnel's information will be delivered to our office, reviewed by a GEOServices project manager, and issued in a typed format.

EXCLUSIONS

The following items are specifically excluded from our scope of services:

1. Surveying of test locations and elevations.
2. Providing a curing environment for the initial 24 to 48 hours for the concrete cylinders.
3. Directing the means and methods of the project subcontractors.
4. Items not discussed above.
5. Construction Management.
6. Civil/Architectural design services.

CLIENT RESPONSIBILITIES

We request that you provide the following information to GEOServices:

1. Please forward a copy of the project plans and specifications to GEOServices prior to construction.
2. Provide us with the name of the individual who will be responsible for scheduling and directing our services. Provide, or instruct your appointed representative to provide a minimum 24-hour notice for our services. When performing these services on an on-call basis, GEOServices will not be responsible for services performed without our presence.
3. Provide us with all applicable names for report distribution.

FEES

GEOServices proposes to perform the scope of services discussed above on a unit rate basis. The actual cost of our services will be dependent on the construction schedule, the number of trips requested and the number of units performed in accordance with the attached fee schedule. With each invoice, we can update

you with services provided for that invoice, as well as the total fees to date. Our actual fees will be dependent on services performed.

CONTRACT

Our Agreement for Services Form is incorporated as part of this Proposal 13-231895 given on Tuesday, October 24, 2023. Please indicate your acceptance of our proposal by signing the backs of the form and returning one copy to our office. Upon receipt, we will execute the contract and proceed with the performance of our services.

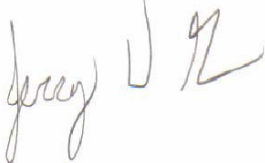
If this proposal is transmitted to you via email, and/or if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to GEOServices that you have reviewed the proposal and the associated Agreement for Services and hereby accept both as written.

CLOSURE

GEOServices looks forward to working with you on this project. If you have any questions or require additional information, please feel free to call us.

Sincerely,

GEOServices, LLC



Jerry W. Gammon, P.E.
Vice President / Nashville Area Manager



Brian M. Isham, P.E.
Nashville Construction Services Manager

Attachments: Fee Schedule
Agreement for Services



Opinion of Probable Cost (OPC)
Mt. Juliet Police Department Headquarters
Mt. Juliet, Tennessee
GEOservices Proposal No. 13-231895

FIELD SERVICES	QUANTITY	RATE	TOTAL
Micropile Operations - Installation observation and grout testing. Assume 25 site visits, 8 hours/visit.			
Engineering Technician:	200 hours	\$57.00 /hour	\$11,400.00
Staff Professional:	10 hours	\$100.00 /hour	\$1,000.00
Registered Engineer:	4 hours	\$120.00 /hour	\$480.00
Grout Cylinders:	150 prisms	\$20.00 /test	\$3,000.00
Reports:	25 reports	\$20.00 /report	\$500.00
Truck Charge (per round trip):	25 trips	\$15.00 /trip	\$375.00
		Subtotal	\$16,755.00
Site Grading Operations - Proofrolling observations, laboratory testing and soil density testing. Assume 20 site visits, 8 hours/visit.			
Engineering Technician:	160 hours	\$57.00 /hour	\$9,120.00
Staff Professional:	8 hours	\$100.00 /hour	\$800.00
Registered Engineer:	4 hours	\$120.00 /hour	\$480.00
Reports:	20 reports	\$20.00 /report	\$400.00
Nuclear Density Gauge:	20 days	\$40.00 /day	\$800.00
Laboratory Standard Proctor:	1 test	\$130.00 /test	\$130.00
Atterberg Limits Testing (Plasticity):	1 test	\$60.00 /test	\$60.00
Truck Charge (per round trip):	20 trips	\$15.00 /trip	\$300.00
		Subtotal	\$12,090.00
Senior Technician - Foundation Excavation, Post Tension, Reinforcing Steel, and Masonry Observations - Assume 70 site visits, 10 hours/visit Monday-Friday. Assume 50 concrete pick-ups, 3 hours/visit.			
Senior Engineering Technician:	560 hours	\$60.00 /hour	\$33,600.00
Senior Engineering Technician Overtime:	140 hours	\$90.00 /hour	\$12,600.00
Engineering Technician:	210 hours	\$57.00 /hour	\$11,970.00
Registered Engineer:	20 hours	\$120.00 /hour	\$2,400.00
Reports:	120 reports	\$20.00 /report	\$2,400.00
Concrete Cylinder Compression Test:	375 cylinders	\$20.00 /test	\$7,500.00
Grout Prisms:	120 prisms	\$20.00 /test	\$2,400.00
Truck Charge (per round trip):	120 trips	\$15.00 /trip	\$1,800.00
		Subtotal	\$74,670.00
Building Slab Concrete Testing - Assume 10 slab placements, 8 hours/visit.			
Engineering Technician:	80 hours	\$57.00 /hour	\$4,560.00
Engineering Technician Floor Flatness:	32 hours	\$57.00 /hour	\$1,824.00
Registered Engineer:	6 hours	\$120.00 /hour	\$720.00
Reports:	20 reports	\$20.00 /report	\$400.00
Concrete Cylinder Compression Test:	240 cylinders	\$20.00 /test	\$4,800.00
Floor Flatness/Levelness Equipment:	8 days	\$250.00	\$2,000.00
Truck Charge (per round trip):	28 trips	\$15.00 /trip	\$420.00
		Subtotal	\$14,724.00
Structural Steel Inspections - Assume 5 site visits, 8 hours/visit.			
Welding Inspector:	40 hours	\$90.00 /hour	\$3,600.00
Registered Engineer:	2 hours	\$120.00 /hour	\$240.00
Reports:	5 reports	\$20.00 /report	\$100.00
Truck Charge (per round trip):	5 trips	\$15.00 /trip	\$75.00
		Subtotal	\$4,015.00
Basestone Testing - Assume 5 site visits, 4 hours/visit.			
Engineering Technician:	20 hours	\$57.00 /hour	\$1,140.00
Registered Engineer:	2 hours	\$120.00 /hour	\$240.00
Reports:	5 reports	\$20.00 /report	\$100.00
Nuclear Density Gauge:	5 days	\$40.00 /day	\$200.00
Laboratory Standard Proctor:	1 test	\$130.00 /test	\$130.00
Truck Charge (per round trip):	5 trips	\$15.00 /trip	\$75.00
		Subtotal	\$1,885.00
Asphalt Testing - Assume 5 site visits, 4 hours/visit.			
Engineering Technician:	20 hours	\$57.00 /hour	\$1,140.00
Registered Engineer:	2 hours	\$120.00 /hour	\$240.00
Reports:	5 reports	\$20.00 /report	\$100.00
Nuclear Density Gauge:	5 days	\$40.00 /day	\$200.00
Truck Charge (per round trip):	5 trips	\$15.00 /trip	\$75.00
		Subtotal	\$1,755.00
Opinion of Cost			\$125,894.00

Notes: 1. Should our assumptions and/or quantities differ from the anticipated schedule, please notify our office so that we can modify our Opinion of Cost. The requested services will be charged at the hourly rates shown above.

FEE SCHEDULE

A. PERSONNEL

Engineering Technician

1. Engineering Technician, per hour \$ 57.00
2. Senior Engineering Technician, per hour \$ 60.00
3. Metals Technician, per hour \$ 90.00

Engineer / Staff Professional

1. Staff Professional, per hour \$ 100.00
2. Registered Engineer, per hour \$ 120.00
3. Senior Registered Engineer, per hour \$ 150.00
4. Principal Registered Engineer, per hour \$ 180.00

Administration

1. Project Management Services and Administration for contract administration, scheduling, test evaluation and report review of laboratory and field testing and observations reports, per report \$ 20.00
2. Drafting Services, per hour \$ 55.00

B. LABORATORY

Soil Testing

1. Moisture/Density Relationship of Soil, Proctor Test:
 - a.) Standard Methods (ASTM D698), each \$ 130.00
 - b.) Modified Method (ASTM D1557), each \$ 150.00
2. Atterberg Limits (ASTM C4318), each \$ 60.00
3. Organic Content (ASTM D2974), each \$ 65.00
4. Particle Size Analysis (ASTM D422), each \$ 60.00
6. Materials in Soils Finer Than #200 Sieve (ASTM D1140), each \$ 75.00
7. PH of Soils (ASTM D4972), each \$ 65.00

Concrete and Masonry Testing

1. Compressive Strength Testing of Concrete Cylinders (ASTM C39), each \$ 20.00
2. Flexural Strength of Concrete (ASTM C78), each \$ 50.00
3. Compressive Strength Testing of Masonry Grout (ASTM C1019), each \$ 30.00
4. Preparation and Testing of Concrete Core Samples (ASTM C42, C39), each \$ 50.00
5. Petrographic Analysis of Concrete and Aggregates, each Quoted Upon Request

Note: Additional project specific tests will be priced upon request

FEE SCHEDULE

C. SPECIAL EQUIPMENT/SERVICES CHARGES

1. Nuclear Gauge, per site visit \$ 40.00
2. Floor Profilometer, per day..... \$ 150.00
3. Vapor Emission Rate of Concrete using CACI (ASTM F1869), each \$ 60.00
4. Relative Humidity of Concrete Floors Using In Situ Probes (ASTM F2170), each..... \$ 30.00
5. Rental Equipment/Subcontracts..... Cost + 15%

D. CONCRETE/ASPHALT CORE DRILLING

1. Core Drill Crew, per hour \$ 125.00
2. Asphalt Coring Machine, per day..... \$ 150.00
3. Generator Rental, per day \$ 50.00
4. Asphalt Core Thickness and Unit Weight, per core \$ 35.00

The following apply unless otherwise addressed in the proposal.

1. Unit prices are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
2. Overtime in excess of 8 hours per day, Saturday, Sunday, Holidays and outside of typical construction hours (i.e., after 5:00 PM/before 6:00 AM) will be charged at 1.5 times the basic hourly rates.
3. All rates are billed on a portal-to-portal basis.
4. A transportation trip charge of \$15.00 per round trip will be added.
5. Rates involving mileage (including transportation, mobilization, and trip charges) are subject to change based upon increases in the national average gasoline price. *(This may appear on your invoice as a fuel surcharge fee.)*
6. A minimum charge of 4 hours applies to field testing and observation services.
7. Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance notice will be assessed a minimum 2-hour charge.
8. Testing is conducted in general accordance with ASTM procedure and project specifications.
9. A project set-up charge of \$150.00 will be assessed to cover administrative costs.
10. Services and fees not listed on this schedule may be quoted on request.
11. If requested to provide a concrete cylinder curing environment for the initial 24 to 48 hours a \$200 per month charge will apply for a climate conditioned concrete curing box.



AGREEMENT FOR SERVICES

Date: ~~October 24~~ November 29, 2023

Job Number:

GEOServices, LLC
(hereafter Consultant)

Client Name: City of Mt. Juliet
(hereafter Client)

Address: 91 South Eastgate Court

Address: 2425 N. Mt. Juliet Road

City: Lebanon

City: Mt. Juliet

State: Tennessee Zip: 37090

State: Tennessee Zip: 37122

Telephone: (615) 547-9314

Telephone: (615) 308-1225

Fax: (615) 547-9451

Fax:

Email: igammon@teamues.com

Email:

igammon@geoservicesllc.com

PROJECT

Project Name: City of Mt. Juliet, TN Police Department Headquarters

Project Location: Mt. Juliet, Tennessee

SERVICES TO BE RENDERED

Proposal Number: 13-231895 Dated: October 24, 2023 is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing Services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- OFFER ACCEPTANCE:** Client hereby accepts Consultant's offer to provide Services as described in Consultant's proposal for Services referenced under "SERVICES TO BE RENDERED" and agrees that such Services and any additional Services authorized by Client shall be governed by this Agreement. **If Client requests Consultant to start performing Services prior to receipt of this Agreement, Client agrees that Consultant's beginning of performance is based on reliance that Client will accept and execute this Agreement for Services. If Client requests Consultant to start performing Services prior to the execution of this Agreement For Services by the Client, then such request is an acceptance of this Agreement for Services to the same extent as if Client had executed this Agreement.** Should Client choose to accept this Agreement for Services through the use of a Purchase Order, all preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement as this Agreement is for Services that are not compatible with purchase order agreements. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document as well as the proposal listed under "SERVICES TO BE RENDERED" each of which is incorporated into the other.
- PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not established under SERVICES TO BE RENDERED then the current fee schedule in effect for the location providing the Services shall be used as the amount to be paid by Client for Services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past

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due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services authorized by Client in excess of those stated in this Agreement.

Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. In case of such suspension or termination, Client waives all claims for damages or delay as a result of such suspension or termination.

~~Any invoices that are not paid within thirty (30) calendar days of Client's receipt of letter from Consultant demanding payment of the invoices or a collection action notification by an attorney or collection agency shall constitute a release of Consultant by Client from any all claims whatsoever, including, but not limited to, tort or contractual claims which Client may have against Consultant for Services performed under said invoice(s).~~

4. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing Services in the same or similar locality as the project at the time Services are provided. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. ~~THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.~~ This **STANDARD OF CARE** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, is made or intended by this Agreement, or by the proposal, by oral communications, or by any representations made regarding the Services included in this Agreement.

~~**LIMITATION OF LIABILITY:** CONSULTANT AND CLIENT MUTUALLY AGREE THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INVOLVE RISKS OF LIABILITY WHICH CANNOT BE ADEQUATELY COMPENSATED FOR BY THE PAYMENTS CLIENT WILL MAKE UNDER THIS AGREEMENT. THEREFORE, THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT OR FIFTY THOUSAND DOLLARS, WHICHEVER IS GREATER. CLIENT AGREES THAT PAYMENT OF THE LIMIT OF LIABILITY AMOUNT IS THE SOLE REMEDY TO THE EXCLUSION OF ALL OTHER REMEDIES AVAILABLE FOR THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. AT ADDITIONAL COST, CLIENT MAY OBTAIN A HIGHER LIMIT OF LIABILITY PRIOR TO COMMENCEMENT OF SERVICES. THE ADDITIONAL COST IS COMPENSATION TO CONSULTANT FOR INCREASING THE CONSULTANT'S LIMIT OF LIABILITY. THE ADDITIONAL COST IS NOT AN INSURANCE COST. THE HIGHER LIMIT OF LIABILITY APPLIES ONLY IF MUTUALLY AGREED TO IN WRITING BY CONSULTANT AND CLIENT AT THE TIME CLIENT ACCEPTS THIS AGREEMENT FOR SERVICES AND THE ADDITIONAL COST PAID WITHIN SEVEN DAYS OF THE DATE OF THE MUTUAL AGREEMENT TO INCREASE THE LIMIT OF LIABILITY.~~

5. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use rising from or related to Services provided by Consultant.
6. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant/Client. Unless a shorter period is stated in the Instrument of Service, all Instruments of Service provided pursuant to this Agreement will be valid for a period of three years from the date of this Agreement after which the Instruments of Service are void and can no longer be used or relied upon by anyone for any purpose whatsoever. The period for which an Instrument of Service is valid may be extended by mutual written consent of the Consultant and Client.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any conclusion or information obtained or derived from such electronic files will

be at the Client's or other user's sole risk. Data stored in electronic format can deteriorate or be modified inadvertently or otherwise. Consultant shall not be responsible to maintain documents stored in electronic media.

Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without Consultant's written consent. ~~Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out of the reuse of the electronic data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant.~~

Any Instruments of Service, including reports, generated as part of this Agreement are intended solely for use by Client and shall not be provided to any other person or entity without Consultant's written authorization. ~~To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against any action or claim brought by any person or entity claiming to rely on the information or opinions contained in the Instrument of Service without Consultant's written authorization.~~

7. **SAFETY:** Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. Field Personnel: The presence of Consultant's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation or field testing of specific aspects of the project as authorized by Client. Should Client retain the Services of a Contractor(s) for the project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the Contractor(s), its' employees or agents. The presence of Consultant's field personnel for project administration, assessment, observation or testing shall not relieve the Contractor(s) of his responsibility for performing work in accordance with the project plans and specifications. If a Contractor (not a subcontractor of Consultant) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OHSA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Consultant will not be responsible for job or jobsite safety on the project, other than for Consultant's employees and subcontractors, and that Consultant does not have the duty or right to stop the work of the Contractor.
8. **CONFIDENTIALITY:** Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative(s) and to persons designated by the authorized representative to receive such information.
9. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.
10. **REPRESENTATIONS OF CLIENT:** Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge.
11. **CLIENT OBLIGATIONS:** Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the site. ~~Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and hold harmless Consultant against any claims and claims related costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.~~
12. **UTILITIES:** Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. ~~Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death, and property liability including costs and attorney's fees resulting from damage or injury to utilities or subterranean structures (pipes, tanks, etc.) arising from the performance of Consultant's Services when the existence of such are not called to Consultant's attention or the location not correctly identified in information furnished Consultant.~~
13. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless : 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.

JW 11/29

~~14. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.~~

~~15.14. **TERMINATION:**~~

~~For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party Client determines termination is in the terminating party's Client's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.~~

~~For Cause - In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.~~

~~16.15. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, the risk involved in providing the Services, or the recommended scope of Services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.~~

~~17.16. **FORCE MAJEURE:** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, usually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.~~

~~18.17. **INSURANCE:** Consultant shall maintain at its own expense Professional Liability Insurance with limits of \$1,000,000. A certificate can be issued upon request identifying details and limits of coverage.~~

~~19.18. **INDEMNITY:** Client/Consultant agrees to indemnify, defend, and save harmless Consultant, its agents, employees, and subcontractors/Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors/which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, and save harmless each other in proportion to their relative degree of fault/Consultant's negligence or willful misconduct.~~

~~20.19. **DISPUTE RESOLUTION:** Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the~~

filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction: in Wilson County, Tennessee.

21-20. CAPTIONS AND HEADINGS: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

22-21. SEVERABILITY: If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

23-22. ASSIGNMENT AND SUBCONTRACTS: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.

24-23. NO WAIVER: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

25-24. LAW TO APPLY: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

25. PREVAILING PARTY: Notwithstanding anything to the contrary herein, and in the event of any litigation or disputes regarding this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and all costs at all trial and appellate levels and in any mediation.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT – This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.

TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: Irvine Team **GEOServices, LLC**

BY: _____
(Signature)

(Print Name / Title)

BY: _____
(Signature)

Dennis A. Huckaba, P.E. / Principal

DATE: _____

DATE: October 24 November 29, 2023

PROPOSAL NUMBER: 13-231895

Faxed signature to be treated as original signature

RESOLUTION _____ - 2023

A RESOLUTION TO APPROVE THE ATTACHED SERVICE AGREEMENT WITH GEOSERVICES FOR CONSTRUCTION MATERIALS TESTING FOR THE MT. JULIET POLICE DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, the Board of Commissioners of the City of Mt. Juliet, Tennessee desire to approve the attached Service Agreement with GEOServices, herein after referred to as (GEOS); and

WHEREAS, GEOS will provide special inspection and construction materials testing in connection with the construction of the new police headquarters; and

WHEREAS, GEOS will compile a final report documenting all special inspections, testing and correction of any discrepancies at the completion of work; and

WHEREAS, GEOS provided an estimated cost of \$125,894 for the services.

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

Section 1. The Board of Commissioners approves the attached agreement.

Section 2. The Board authorizes the City Manager to execute said agreement with GEOS upon final approval of legal counsel.

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

ATTEST:

Sheila S. Lockett, MMC
City Recorder

Kenny Martin, City Manager

APPROVED AS TO FORM

L. Gino Marchetti, Jr.
City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 0436

Agenda Date: 12/11/2023

Agenda #: C.

Title:

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CEDAR CREEK GREENWAY, PHASE II PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

RESOLUTION __-2023

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CEDAR CREEK GREENWAY, PHASE II PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, the City of Mt. Juliet seeks to improve multimodal connectivity and transportation options within the City; and

WHEREAS, this project will provide a 10-foot-wide greenway trail along Cedar Creek from Charlie Daniels Park to Lebanon Road and the Mt. Juliet League Park ; and

WHEREAS, the City of Mt. Juliet desires to coordinate with the Tennessee Department of Transportation (TDOT) for the design and construction of this 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 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 approves the Agreement with TDOT.

Section 2. Mayor James Maness is hereby authorized to execute the said Agreement 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.

RESOLUTION _-2023

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

PASSED:

FIRST READING:

James Maness, Mayor

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenneth Martin, City Manager

L. Gino Marchetti, Jr.
Attorney

RESOLUTION __-2023

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CEDAR CREEK GREENWAY, PHASE II PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

Executive Summary

- The project: This project will provide a 10-foot-wide greenway trail along Cedar Creek from Charlie Daniels Park to Lebanon Road and the Mt. Juliet League Park
- Contract: 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 design and construction of the project.
- Funding: This project is funded by a Federal TAP grant that covers 80% of the construction costs. The City is responsible for the 100% of the design costs and 20% of the construction costs.
- Official act: This resolution is to provide formal support of the agreement and to authorize the Mayor to sign the agreement.



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-5314

BUTCH ELEY
DEPUTY GOVERNOR &
COMMISSIONER OF TRANSPORTATION

BILL LEE
GOVERNOR

December 5, 2023

The Honorable James Maness
Mayor, City of Mt. Juliet
P. O. Box 256
Mt. Juliet, TN 37121

Re: Cedar Creek Greenway - Phase 2
City of Mt. Juliet, Wilson County
PIN: 134713.00
Federal Project Number: TAP-M-9322(5)
State Project Number: 95LPLM-F3-154
Contract Number: 230461

Dear Mayor Maness:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory, please execute it in accordance with all rules, regulations, and laws. Adobe Sign will then forward the document for the signature of the attorney for your agency. Once the contract is fully executed Adobe Sign will send you a link to the download the contract for your files.

If you have any questions or need any additional information, please contact Simchah Edwards at 615-741-0805 or simchah.edwards@tn.gov.

Sincerely,

Chasity M. Bell
Chasity M. Bell
Transportation Manager 1

Attachment

Contract Number: 230461

Project Identification Number: 134713.00

Federal Project Number: TAP-M-9322(5)

State Project Number: 95LPLM-F3-154

LOCAL AGENCY PROJECT AGREEMENT

BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION AND THE CITY OF MT. JULIET

This Contract, by and between the State of Tennessee, Department of Transportation ("State") and the City of Mt. Juliet ("Agency"), is for the purpose of providing an understanding between the parties and their respective obligations related to the participation, management, undertaking, and completion of the project ("Project") described as:

2023 TAP Award: Cedar Creek Greenway - Phase 2

A. SCOPE OF PROJECT:

- A.1. The Agency and the Department each shall be responsible for their respective obligations regarding the Project as required, described and detailed in this Agreement.
- A.2. Incorporation of Additional Documents. Each of the following documents is included as a part of this Agreement by reference or attachment. In the event of a discrepancy or ambiguity regarding the Agency's duties, responsibilities and performance hereunder, these items shall govern in order of precedence below.
 - a. This Agreement document;
 - b. Exhibit A, attached hereto and incorporated herein;
 - c. The most current version of the Department's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects ("Local Government Guidelines") (copy available from the Local Programs Development Office or the on the Department's website) to elaborate the processes, documents and approvals necessary to obtain funds under this Agreement, including all latest applicable Department procedures, guidelines, manuals, standards and directives as described herein;
 - d. The Agency's Project application.
- A.3. Responsibility for Performance of Phases of Work and Funding Thereof.

The phases of work for the Project are Environmental Clearance (NEPA), Final Design, Right-of-Way (including utility coordination), and Construction. On any phases for which the Agency is responsible for performance of the work as listed below, and only after receiving a Notice to Proceed for any such phase, the Agency shall commence and complete such phase with all practical dispatch, in a sound, economical and efficient manner and in accordance with the provisions of this Agreement and all applicable laws.

For any phase of the Project assigned to the Agency, a full-time employee of the Agency shall be assigned to supervise the work performed and to be the responsible charge thereof. Said full-time

employee of the Agency shall be qualified to and shall ensure that the Project work will be performed in accordance with the terms of this Agreement and the latest applicable Department procedures, guidelines, manuals, standards and directives as described in the Department's Local Government Guidelines. The Agency hereby certifies that it is adequately staffed and suitably equipped to undertake and satisfactorily complete the work. If the Agency elects to use consultants for any phase of the work, the Agency must follow the TDOT Local Programs consultant procurement policy (copy available from the Local Programs Development Office or on the Department's website) and also must provide a full-time employee of the Agency to be in responsible charge.

Commencement of work by the Agency on any phase of the Project without first having received a Notice to Proceed from the Department for that phase shall be sufficient cause to render the Agency ineligible for reimbursement for any or all work performed on the Project.

Phases:	Responsible for Work:	Funding Provided By:
Environmental Clearance (NEPA):	Agency	Project
Final Design:	Agency	Project
Right-of-Way (including Utility Coordination):	Agency	Project
Construction:	Agency	Project

- A.4. Environmental Clearance. The Department will review Agency's environmental documents and require the Agency to make any appropriate changes for approval as necessary, as described in the Local Government Guidelines.

The Agency shall be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and the Agency will reimburse the Department for any loss incurred in connection therewith, including but not limited to any loss of federal funding for the Project. The Agency is responsible for applying for and securing any applicable environmental permits as described in the Local Government Guidelines. In addition, the Agency acknowledges that it must complete the Environmental Clearance phase before it begins work toward Final Design and understands that a separate Notice to Proceed will be submitted for each phase. Any work on Final Design performed ahead of this Notice to Proceed will not be reimbursable.

- A.5. Final Design. The Agency shall submit to the Department for review and comment all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written comments or recommendations as deemed appropriate by the Department, which the Agency then shall address in the plans. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a Notice to Proceed with the next assigned phase of the Project.

In the event that the Project involves the use of existing State highway right-of-way, the Department Regional Traffic Engineer for the region where the Project is located will review and comment on the plans. These plans shall be sufficient for the Department to assess the proposed Project and its impact on the State highway right-of-way.

- A.6. Right-of-Way. The Agency shall, without cost to the Department, provide by deed or other appropriate conveyance document all land owned by the Agency or by any of its instrumentalities as may be required for Project right-of-way or easement purposes.

If federal and/or state funds are providing reimbursement for the Right-of-Way phase, any activities initiated for the appraisal or the acquisition of land prior receiving a Notice to Proceed from the Department will not be reimbursed. **Failure to follow applicable Federal and State law in this regard may be sufficient cause to render the Agency ineligible for reimbursement of any and all work performed on the Project.**

The Department will review the processes the Agency used for the acquisition of land and relocation assistance. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1984) and the regulations promulgated thereunder, the Department will certify that the acquisition phase was completed appropriately. The Agency understands and acknowledges that the Project cannot proceed to the Construction phase until this certification of the Right-of-Way phase has been provided. **The Agency further understands that if the processes used for acquisition are such that certification cannot be given, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended prior to the time of such withdrawal.**

It is the intent of the parties that the State of Tennessee will be the record owner of all State highway right-of-way. If the Project, or some portion of it, will require improvements to a State highway and the construction of such improvements will require the acquisition of right-of-way, then the Agency shall acquire such right-of-way in the name of State of Tennessee. If the Project, or some portion of it, includes acquisition of right-of-way along a local road or otherwise not requiring improvements to a State highway, then the Agency shall acquire such right-of-way in the name of Agency. If the Project requires improvements to a State highway and includes Agency acquisition of right-of-way at or near the intersection of a State highway and a local road, then the Agency shall acquire those tracts adjacent to the State highway in the name of State of Tennessee and shall acquire those tracts adjacent to the local road in the name of Agency. The Agency shall consult with the Department to confirm these areas.

The Department hereby authorizes the Agency to obtain by negotiated settlement such necessary right-of-way in the name of State of Tennessee to the extent provided in this Agreement, in the manner provided in the Department's Local Government Guidelines, and as shown on the Project plans. However, this Agreement shall not grant the Agency, through its attorneys, the right to represent the State in any legal matter, including but not limited to eminent domain proceedings, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106. Furthermore, the Agency shall be responsible for conducting at its own expense any and all necessary eminent domain proceedings for all tracts acquired in the name of Agency.

- A.7. Utility Coordination. The Agency shall ensure that all utility relocation plans are submitted by the utilities and received by the Department Region Utilities Office for the region where the Project is located in accordance with the timeframes set forth in the most current version of the Department's Guidebook for Utility Relocation (copy available from Local Programs Development Office or on the Department's website). The Agency further agrees to complete all utility connections within the Project right-of-way and easements prior to the paving stage of the Construction phase.

The Agency shall be eligible for reimbursement of Project utility relocation costs only as provided in 23 CFR § 645.107. In the event that the Department has determined that the Project includes participating utility relocation costs, such costs shall be shown in Exhibit A.

The Agency shall coordinate all utility relocations in accordance with the most current version of the Department's Guidebook for Utility Relocation (copy available from Local Programs Development Office or on the Department's website).

If the Agency also owns any utility to be relocated as part of the Project, then the following additional conditions shall apply with regard to the Agency's coordination efforts for said locally owned utility:

- a. The Agency shall submit to the Department a Local Agency Owned Utility Relocation Form ("Utility Relocation Form"), which shall include the estimate of cost for the utility relocation and shall indicate the Agency's selected method of performing the relocation work in accordance with 23 CFR § 645.115. The Agency and the Department agree that said Utility Relocation Form, once signed by an authorized signatory of the Agency and by an authorized signatory of the Agency-owned utility and approved by the Department, shall be incorporated into this Agreement as the next Exhibit. The Agency shall perform its utility relocation in accordance with said Utility Relocation Form.
 - (1) Whenever the Agency elects to perform the relocation work by award of a contract, it shall submit the same to the Department for prior approval. The Department may not be required to reimburse the Agency for its obligation under any contract that has not received the advance written approval of the Department. Federal Highway Administration ("FHWA") Form FHWA-1273 shall be physically incorporated into the Agency's contract with its contractor.
 - (2) The Agency agrees that any memoranda or other information concerning the estimated cost of the proposed relocation of its utility facilities will not directly or indirectly be released or disclosed to potential bidders except to the extent that may otherwise be required by law.
 - (3) Neither the Agency nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the utility relocation work to be performed under a contract to be awarded by the Agency. The Agency further agrees that no employee, officer, or agent of the Agency, nor of any affiliate or subsidiary thereof, shall participate in the selection or in the award or administration of a contract for the performance of any part of the utility 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 award of a contract to perform the Utility's relocation work for this Project. Neither the Agency nor any affiliate, subsidiary, employee, officer, or agent thereof shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.
 - (4) The Agency agrees to provide engineering, erosion control, traffic control, clearing and grubbing of the proposed construction site, and all survey staking for the purpose of the utility relocation, and the estimated cost thereof shall be included in the estimate to be provided with the Utility Relocation Form.
 - (5) After submission and approval of the Utility Relocation Form, the Agency must request in writing and receive the Department's written approval prior to any revision in the estimate of cost, schedule of work or plan, or method of performing the work. Failure to do so may result in the loss of any Department participation in the cost of relocation. The Department agrees to cooperate with the Agency to

resolve, if possible, any objections that Department may have to such requested changes.

- b. The Agency shall be responsible for ensuring that all applicable conditions of the Department's Guidebook for Utility Relocation are met with regard to its utility relocation. This includes, but is not limited to, the Agency's responsibility to inspect the utility relocation work and perform in accordance with the procedures and forms required by Department Circular Letter 105-07.04, as may be amended from time to time.
- c. To the extent that facilities are being located within State highway right-of-way, the Agency agrees to comply with the State's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way and 23 CFR Subpart 645B. The Agency acknowledges possession of each.
- d. The Agency agrees to comply with all current, applicable provisions of 23 CFR Subpart 645A, which are incorporated herein by reference. The Agency acknowledges possession of 23 CFR Subpart 645A.
- e. The Agency agrees to comply with all current, applicable provisions of the Guidelines for Governmentwide Debarment and Suspension of 2 CFR §180.35 through §180.365 which are incorporated herein by reference. The Agency acknowledges possession of 2 CFR Part 180 and the requirements of Form FHWA-1273, Section X – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- f. The Agency shall acquire all utility rights-of-way outside of the available public highway right-of-way as may be needed to relocate its utility facilities, including any betterment, and the Agency further agrees that it has acquired or will acquire these rights-of-way at no cost to the Department. The Department may be liable to reimburse the Agency for the replacement of its previously owned private utility rights-of-way as may be provided in the Utility Relocation Form. The Agency shall cause to be transferred to the Department that portion of its previously owned private utility rights-of-way being vacated by the Utility and within the Project proposed right-of-way as needed for State highway purposes.
- g. The Agency 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 Agency agrees that all products used in its utility 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 relocation work are manufactured.
- h. The Agency shall coordinate as needed with the Department Region Utilities Office for the region where the Project is located to ensure timely relocation of the Agency's utility facilities.
- i. In the event that the Project also includes participating utility relocation costs for relocation of the Agency's locally owned utility, the following additional conditions shall apply:
 - (1) The Agency will perform the utility engineering work provided for in this Contract by its own forces and/or consultant engineering services approved by the Department, and the Agency will develop the utility engineering costs in accordance with the current provisions of 23 CFR § 645.117. The Utility may perform preliminary engineering to generate the schedule of calendar days, color coded relocation plans and estimate of cost as needed for submission of the Form. Costs incurred for preliminary engineering are eligible for reimbursement as long

as they were incurred after the Agency receives Notice to Proceed with the Right-of-Way phase. Any costs for consultant engineering shall also be eligible for reimbursement as long as they are incurred after the Agency receives Notice to Proceed with the Right-of-Way phase.

- (2) The Department agrees that it will reimburse the Agency 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. The inspection of utility facilities on public highway right-of-way shall be performed at no cost to the Department.
- (3) Invoices for utility relocation shall be submitted to the Department as provided in the Department's Guidebook for Utility Relocation.
- (4) The Department shall reimburse the Agency for such direct and indirect costs as are eligible and allowable under the current provisions of 23 CFR Subpart 645A. The Department shall reimburse the Agency for the participating costs of relocating its utility facilities in accordance with the approved plan subject to the provisions of this Subsection A.7.i. and as otherwise provided in this Agreement.
- (5) The Agency shall develop and record relocation 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.
- (6) 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.
- (7) The invoice(s) shall include a Buy America certification attesting that all products used in the utility 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 Subsection A.7.g. of this Agreement.
- (8) Any costs billed by the Utility that cannot be verified by the Department will not be reimbursed.

A.8. Railroad. In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

A.9. Construction. Any activities initiated for the Construction phase prior receiving a Notice to Proceed from the Department will not be reimbursed.

If during Construction, the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign and maintain the detour route in strict accordance with the Department's Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices (MUTCD).

The following conditions shall apply regarding the Construction phase:

- a. Except as otherwise authorized in writing by the Department, the Agency shall not execute a contract with a contractor for the Construction Phase of the Project without the prior written approval of the Department. Failure to obtain such approval shall be sufficient cause to render the Agency ineligible for reimbursement for all work performed on the Project.
- b. Form FHWA-1273 shall be physically incorporated into the Agency's contract with its contractor.

- c. The Agency agrees to correct any damage or disturbance caused by its work within the State highway right-of-way, including but not limited to the replacement of any access control fence removed or damaged by the Agency, or its contractor or agent, during the Construction phase of the Project.
 - d. If the Project includes the use of or modification to State highway right-of-way, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
 - e. Davis-Bacon prevailing wage guidelines shall apply to the Agency's contract with its contractor as detailed in Form FHWA-1273, and the provisions of the Copeland Anti-Kickback Act, 18 U.S.C. § 874 also shall apply to the Agency's contract with its contractor.
 - f. The Agency shall ensure that its contractor and any subcontractor(s) comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608.
 - g. The Agency agrees that the applicable provisions of 41 CFR 60-1.4 regarding equal opportunity shall apply to the Agency's contract with its contractor.
 - h. All contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Federal law provides that no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding. Therefore, in accordance with TDOT policy, as expressed in TDOT Standard Specifications §102.11 and as approved by the Federal Highway Administration, all prime contractors shall be licensed with the State of Tennessee, Department of Commerce and Insurance, Board for Licensing Contractors (BLC), upon award of the contract. A proposal submitted by a contractor that is otherwise prequalified and in good standing shall not be rejected as non-responsive solely because the contractor is not licensed by the BLC at the time of submitting the proposal. If otherwise responsive, the proposal will be considered for award for twenty-one (21) days after the proposals are opened. If the contractor does not have a license with the BLC on or before the end of the twenty-one (21) days after the proposals are opened, the contractor's proposal will be rejected as non-responsive, and the proposal of the next lowest responsible bidder may then be considered for award. If the next lowest responsible bidder does not have a license on or before the twenty-one (21) days after the proposals are opened, this contractor will also be considered non-responsive, and the subsequent bidder may then be considered. The Department reserves the right to reject all bids at any time.
- A.10. Where the Agency is managing any phase of the project, the Department shall provide various activities necessary for Project development. The estimated costs for these activities are the funds shown as "TDES" in Exhibit A. TDES costs are not funds available to the Agency for expenditure or reimbursement.

B. TERM OF CONTRACT:

B.1. Term:

- a. The initial term of this Agreement shall begin on **June 1, 2023** and shall terminate on **September 30, 2026** (3 years from start) ["Initial Term"]. The Agency must provide the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to the expiration of the Initial Term. Failure to provide provide the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to

the expiration of the Initial Term shall result in termination of this Agreement and the Project.

- b. If the Agency provides the Department with all the documents, certifications and clearances necessary to obtain the Notice to Proceed with the Construction phase prior to the expiration of the Initial Term listed in Subsection B.1.a., then this agreement shall not terminate on the date listed in Subsection B.1.a., but instead shall automatically renew, continuing in full force and effect until **September 30, 2028** (5 years from start). Such renewal will be confirmed in writing by the Department.
 - c. Any other extension of the term of this Agreement beyond the renewal described in Subsection b. above must be effected through a fully executed contract amendment prior to expiration of the Agreement.
- B.2. Expiration of this Agreement may be considered termination of the Project. The cost of any work performed after the expiration of the Agreement will not be reimbursed by the Department. The Department shall have no obligation to the Agency for fulfillment of the Scope outside the term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Department under this Agreement exceed the total Department share specified in Exhibit A ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability is not subject to escalation for any reason unless amended. The amounts allotted for each phase of the Project in Exhibit A are estimates only and may fluctuate without amendment to this Agreement so long as it does not result in an increase in the Maximum Liability.
- C.3. Payment Methodology. The Agency shall be reimbursed for actual, reasonable, and necessary costs for eligible and appropriate Project expenditures, as detailed in the Department's Local Government Guidelines, with Federal and/or State funds made available and anticipated to become available to the Agency based upon Exhibit A, not to exceed the Maximum Liability established in Exhibit A. Upon progress toward the completion of the Project as described in Section A, the Agency shall submit invoices prior to any reimbursement of allowable costs, as detailed in Section C.5. below.
- C.4. Travel Compensation. The Agency shall not be compensated or reimbursed for travel, meals, or lodging expenses for Agency employees. Reimbursement for travel, meals, or lodging for Agency consultants or contractors shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the funding for said reimbursement as shown in Exhibit A.
- C.5. Invoice Requirements. The Agency shall invoice the Department at least quarterly, but no more often than monthly, with all necessary supporting documentation, and submit such invoice by email to:

LPD.Invoices@tn.gov

- a. Each invoice shall be submitted on the Local Programs Development Office standard invoice form (copy available from the Local Programs Development Office or on the Department's website).
- b. The Agency understands and agrees to all of the following.

- (1) An invoice under this Agreement shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Agreement and shall be subject to all provisions of this Agreement relating to allowable reimbursements.
- (2) An invoice under this Agreement shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Agreement shall initiate the timeframe for reimbursement only when the Department is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Disbursement Reconciliation and Close Out. The Agency shall submit any final invoice within one hundred twenty (120) days of the Agreement end date, in form and substance acceptable to the Department. The Project should then be closed out no later than one year after Department's receipt and acceptance of the final invoice.

- a. If total disbursements by the Department pursuant to this Agreement exceed the amounts permitted by Section C, payment terms and conditions of this Agreement, the Agency shall refund the difference to the Department. The Agency shall submit the refund with the final invoice.
- b. The Department shall not be responsible for the payment of any invoice submitted to the Department after the final invoice. The Department will not deem any Agency costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the Department, and such invoices will NOT be paid.
- c. The Agency must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.7. Payment of Invoice. A payment by the Department shall not prejudice the Department's right to object to or question any reimbursement, invoice, or related matter. A payment by the Department shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost. In no event shall any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default by the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default. Any payment may be reduced for overpayments or increased for underpayments on subsequent invoices.

Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

- a. The Agency has made misrepresentation of a material nature in its application for the Project, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

- b. There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or payments to the Project;
 - c. The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without first having been advised by the Department that same are approved;
 - d. There has been any violation of the conflict of interest provisions described in Paragraph D.6.; or
 - e. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.
- C.8. Non-allowable Costs. Any amounts payable to the Agency shall be subject to reduction for amounts included in any invoice or payment that are determined by the Department, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.
- Only those Project costs incurred after the issuance of the Notice to Proceed for the respective phase, as detailed in this Agreement and in the Department's Local Government Guidelines, are eligible for reimbursement. For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- The Agency agrees to pay all costs of any part of this Project which are not eligible for federal and/or state funding. These funds shall be provided upon written request either by check or via deposit into the Agency's Local Government Investment Pool account established under Tenn. Code Ann. 9-4-701 et seq.
- C.9. Department's Right to Set Off. The Department reserves the right to set off or deduct from amounts that are or shall become due and payable to the Agency under this Agreement or under any other agreement between the Agency and the Department under which the Agency has a right to receive payment from the Department.
- C.10. Prerequisite Documentation. The Agency shall not invoice the Department under this Agreement until the Agency has completed, signed, and returned to the Department the provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Agency's Federal Employer Identification Number referenced in the Agency's Edison registration information.
- C.11. Reimbursements to Reflect Match/Share. Reimbursements to Agency shall reflect the percentage of Agency Match/Share detailed in Exhibit A. Reimbursements are subject to the other provisions of this Agreement, including but not limited to the Maximum Liability and Exhibit A, and also are subject to the applicable Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP).
- C.12. Agency Deposit. In the event the Agency elects to utilize a TDOT Local Programs On-Call Consultant for any phase of project delivery, the Agency shall be required to deposit its share of the estimated cost per phase as noted in Exhibit A. This deposit may be made either by check delivered to the Local Programs Development Office or via deposit into the Agency's Local Government Investment Pool account established under Tenn. Code Ann. 9-4-701 et seq.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The Department is not bound by this Agreement until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations.
- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all parties and approved by the officials who approved the Agreement and, depending upon the specifics of the Agreement as amended, any additional officials required by Tennessee laws and regulations. Should the Agency desire to request an amendment, the Agency shall make the request in writing to the Department no later than thirty (30) days before the requested effective date of the amendment.
- D.3. Termination for Convenience. The Department may terminate this Agreement without cause for any reason. A termination for convenience shall not be a breach of this Agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any work that has not been performed. The final decision as to the amount for which the Department is liable shall be determined by the Department. The Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the Department's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Agency fails to properly perform its obligations under this Agreement, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate this Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the Department's right to terminate this Agreement for cause, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency, including but not limited to repayment of any reimbursement funds previously paid to the Agency under this Agreement.
- The Agency understands and agrees that if FHWA determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- If the Project herein described lies on the State highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.
- D.5. Subcontracting. The Agency shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the Department. If such subcontracts are approved by the Department, each shall contain, at a minimum, sections of this Agreement pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Title VI, Civil Rights Act of 1964," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Agency shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Agency warrants that no part of the total Agreement amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.

The Agency further warrants that no member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.7. Lobbying. The Agency certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The Department:

Contact: Neil Hansen
Title: Transportation Manager 1
Address: 505 Deaderick Street, STE. 600
Nashville, TN 37243
Email: neil.hansen@tn.gov
Telephone # 615-741-4850

The Agency:

Contact: Matthew White
Title: Deputy Director of Public Works
Email: mwhite@mtjuliet-tn.gov
Telephone # 615-754-2552

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Agreement is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate this Agreement upon written notice to the Agency. The Department's right to terminate this Agreement due to lack of funds is not a breach of this Agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Agency hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Agency on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Agency shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. Title VI, Civil Rights Act of 1964. During the performance of this contract, the Agency, for itself, its assignees, and successors in interest (hereinafter referred to as the "Agency") agrees as follows:
- a. Compliance with Regulations: The Agency shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21 through Appendix C, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
 - b. Nondiscrimination: The Agency, with regard to the work performed by itself during the contract, shall not discriminate on the grounds of race, color, religion, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Agency shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the Agency of the Agency's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.
 - d. Information and Reports: The Agency shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or other parties participating in the funding of this agreement to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department and shall set forth what efforts it has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of the Agency's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it may determine to be appropriate, including, but not necessarily limited to:
- (1) withholding of payments to the Agency under this Agreement until the Agency complies, and/or
 - (2) cancellation, termination, or suspension of this Agreement in whole or in part.
- f. Incorporation of Provisions: The Agency shall include the provisions of subparagraphs a. through f. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department or other parties participating in the funding of this agreement may direct as a means of enforcing such provisions including sanctions for non-compliance; Provided that in the event the Agency becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such directions, the Agency may request the Department to enter into such litigation to protect the interests of the Department, and, in addition and as appropriate, the Agency may request the United States to enter into such litigation to protect the interests of the United States.
- D.12. Licensure. The Agency, its employees, and any approved contractor or subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses. See also the requirements of Subsection A.9.i. regarding contractor licensure.
- D.13. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, FHWA, Inspectors General, the Comptroller General of the United States, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The aforesaid requirements to make records available to the Department, the Comptroller of the Treasury, FHWA, Inspectors General, the Comptroller General of the United States, or their duly appointed representatives shall be a continuing obligation of the Agency and shall survive a termination of this Grant Contract.
- D.14. Monitoring. The Agency's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Department, the Comptroller of the Treasury, or their duly appointed representatives.

D.15. Progress Reports. The Agency shall submit brief, periodic, progress reports to the Department as requested.

D.16. Audit Report. The Agency shall be audited in accordance with Tenn. Code Ann. § 4-3-301, Tenn. Code Ann. § 6-56-105, or other applicable law. In the event that the Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.17. Procurement. If other terms of this Agreement allow reimbursement for the cost of goods, materials, supplies, equipment, motor vehicles, or contracted services, procurements by the Agency shall be competitive where practicable. For any procurement for which reimbursement is paid under this Agreement, the Agency shall document the competitive procurement method. In each instance where it is determined that use of a competitive procurement method is not practicable, supporting documentation shall include a written justification for the decision and for the use of a non-competitive procurement. If federal funds are funding the Project, the Agency shall comply with 2 C.F.R. §§ 200.318—200.326 when procuring property and services under a federal award.

The Agency shall obtain prior approval from the Department before purchasing any equipment under this Grant Contract.

The Agency may elect to utilize a Department Local Programs On-Call consultant for the provision of engineering and design related services or right-of-way acquisition services, such consultants having been procured by the Department in accordance with applicable law and policy pursuant to authority found in Tenn. Cod Ann. §§ 12-3-102, 12-4-107 and 54-5-109.

D.18. Strict Performance. Failure by any party to this Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.19. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Agreement. The parties acknowledge that they are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent 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.

D.20. Limitation of Department's Liability. The Department shall have no liability except as specifically provided in this Agreement.

D.21. Liability for Third Party Claims and Damages. The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq., and all applicable laws.

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

D.22. Force Majeure. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.23. State and Federal Compliance. The Agency shall comply with all applicable state and federal laws and regulations in the performance of this Agreement. If federal funds are funding the Project, the requirements of 2 CFR Part 200 shall apply.

D.24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement.

The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

The Agency, being a political subdivision of the State of Tennessee, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq., and all other applicable laws.

D.25. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Agreement supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

D.26. Severability. If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

D.27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.

D.28. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Agreement. The Agency certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions.

E.2. Debarment and Suspension. **By signing and submitting this Agreement, the Agency is providing the certification set forth in this Paragraph.**

a. Instructions for Certification – Primary Covered Transactions:

- (1) 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 Agency 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's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- (3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- (5) The Agency agrees by entering into this Agreement that 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.
- (6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) An Agency 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From

Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

- (8) 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.
- (9) Except for transactions authorized under 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 may terminate this transaction for cause or default.

b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Primary Covered Transactions:**

The prospective participant in a covered transaction 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 covered transactions by any Federal, State or local department or agency;
- (2) Have not within a 3-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 agreement 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 this certification; and
- (4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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.

- E.3. Department Debarment and Suspension. In accordance with the Tennessee Department of Transportation rules governing Contractor Debarment and Suspension, Chapter 1680-05-01, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subcontractor.
- E.4. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Agency by the Department or acquired by the Agency on behalf of the Department that is regarded as confidential

under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Agency to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Agency due to intentional or negligent actions or inactions of agents of the Department or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Agency shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Agreement.

- E.5. Federal Funding Accountability and Transparency Act (FFATA). This Agreement requires the Agency to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Agency is responsible for providing all requested information to the Department for FFATA reporting purposes upon request.

The Agency will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Agreement. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Agency's failure to comply with the above requirements is a material breach of this Agreement for which the Department may terminate this Agreement for cause. The Department will not be obligated to pay any outstanding invoice received from the Agency unless and until the Agency is in full compliance with the above requirements.

- E.6. Disclosure of Personally Identifiable Information. The Agency shall report to the Department any instances of unauthorized disclosure of personally identifiable information related to this Agreement that come to the attention of the Agency. Any such report shall be made by the Agency within twenty-four (24) hours after the instance has come to the attention of the Agency. The Agency, at the sole discretion of the Department, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Agency shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the Department under this Agreement or otherwise available at law.

- E.7. State and/or Federal Funding. Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the Project or part thereof involving such cost (23 CFR 1.9(a)). If FHWA and/or the Department determines that any amount claimed is not eligible, Federal and/or State participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for Federal and/or State participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal and/or State funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

If the Agency fails to comply with Federal statutes, regulations or the terms and conditions this Agreement, the Department may impose additional conditions as described in 2 CFR § 200.207 Specific conditions. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take one or more of the following actions, as appropriate in the circumstances:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department.

- b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the Agreement.
 - d. Withhold further Federal awards for the project or program.
 - e. Take other remedies that may be legally available.
- E.8. Federal Awarding Agency. Federal funds provided hereunder are provided by the FHWA, unless otherwise indicated. FHWA awarding official contact information is set out below:

Federal Highway Administration
Tennessee Division Office
404 BNA Drive
Building 200, Suite 508
Nashville, TN 37217
Phone: (615) 781-5770
Fax: (615) 781-5773

- E.9. No Retainage Allowed. The Agency may not withhold retainage on progress payments from the prime contractor, the prime contractor may not withhold retainage from its subcontractors, and no subcontractor may withhold retainage from any of its subcontractors.
- E.10. Inspection. The Agency shall permit, and shall require its Contractor, subcontractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the FHWA to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project. The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.
- E.11. No Third-Party Beneficiary Rights. No provision in this Agreement is intended to or shall be construed to create any rights with respect to the subject matter of this Agreement in any third party.
- E.12. Participation in Real Property Acquisition. The State and/or Federal reimbursement for the acquisition of real property is outlined in Exhibit A, attached and incorporated herein to this Agreement.

Pursuant to 23 U.S.C. § 156, the Agency shall charge, at a minimum, fair market value for the sale, use, lease, or lease renewal (other than for utility use and occupancy or for a transportation project eligible for assistance under this title) of real property acquired in the name of Agency with Federal assistance made available from the Highway Trust Fund (other than the Mass Transit Account). Pursuant to 23 CFR §710.403, property disposal actions and right-of-way use agreements, including leasing actions, are subject to 23 CFR part 771. The Agency shall not use or allow the use of any such real property for any use other than that originally described in this Agreement without the prior written approval of the Department and FHWA. The Federal share of net income from the use or disposal of real property interests obtained with Title 23 funds shall be used by the Agency for activities eligible for funding under Title 23.

- E.13. Work Products. The Department shall have ownership, right, title, and interest, including ownership of copyright, in all deliverables described in or developed from Section A. above (the "Work Products"), including but not limited to, documents, methodologies, models, templates, drawings,

designs, and plans created, designed, developed, derived, documented, installed, or delivered under this Agreement subject to the terms and conditions of this Section and full and final payment for each "Work Product." The Department and FHWA shall have royalty-free and unlimited rights and license to use, disclose, reproduce, publish, distribute, modify, maintain, or create derivative works from, for any purpose whatsoever, all said Work Products.

E.14. Agency Signatory. The Agency hereby certifies that the individual executing this Agreement on behalf of the Agency possesses the necessary signatory authority to legally bind the Agency.

E.15. Investment of Public Funds. The facility on or structure for which this Project is being developed shall remain open to the public and to vehicular, bicycle and pedestrian traffic, as applicable, for a sufficient time after completion of the Project and close-out by FHWA to recoup the public investment therein, for at least the minimum length of time as shown below:

<u>State/Federal Investment</u>		<u>Facility to Remain Open</u>
\$1.00 - \$200,000	=	At least 5 Years
>\$200,000 - \$500,000	=	At least 10 Years
>\$500,000 - \$1,000,000	=	At least 20 Years

Projects over \$1,000,000 must remain open to public and to vehicular, bicycle and pedestrian traffic as applicable, for a minimum of 25 years after completion of the Project and close-out by FHWA and will be subject to individual review by the Department.

If this Project involves construction other than linear highway construction, the terms of this paragraph shall apply to the extent that the Project shall remain open to the public for the amount of time shown.

E.16. Americans with Disabilities Act of 1990 (ADA). The Agency shall comply with all the requirements as imposed by the ADA, the regulations of the federal government issued thereunder, and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way published July 26, 2011 ("PROWAG 2011").

E.17. Maintenance. The Agency shall have the sole responsibility at its own expense of maintaining the entire Project. The State shall have no maintenance obligation for the Project.

The Agency shall comply with all federal, state, and local laws, ordinances, and regulations applicable to its ongoing use and maintenance of the completed Project.

E.18. Disadvantaged Business Enterprise (DBE) Policy and Obligation. Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, the Agency and its contractors shall take all necessary and reasonable steps, in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of agreements entered into pursuant to this Agreement.

E.19. General Compliance with Law. The Agency shall observe and comply with those federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding

fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement. The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the Department as a result of said breach.

Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law; provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency so that the Agency may proceed as soon as possible with the Project.

- E.20. Equal Employment Opportunity. In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Agency shall insert the above provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

- E.21. Certification Regarding Third Party Contracts. The Agency certifies by its signature hereunder that:

- a. Agency has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b. Agency has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c. Agency will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d. Agency agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

- E.22. Completion of Project and Repayment of Funds. If the Agency elects not to complete the Project, then the Agency shall notify the Department in writing within thirty (30) days after having made such determination and, at the discretion of the Department, the Agency may be required upon written notice to repay to the Department some or all of the funds paid to the Agency pursuant to this Agreement and to reimburse the Department for TDES costs incurred as a result of this Agreement. The Department shall have the sole determination over the amount of funds owed by the Agency. If the Department determines that any funds are owed by the Agency, the Agency shall pay said funds within one hundred eighty (180) days of receipt of written notice from the Department.

IN WITNESS WHEREOF,

CITY OF MT. JULIET:

- **Signature:** _____ **DATE** _____
Email: jmaness@mtjuliet-tn.gov

APPROVED AS TO FORM AND LEGALITY:

- **Signature:** _____ **DATE** _____
Email: gmarchetti@tpmblaw.com

TENNESSEE DEPARTMENT OF TRANSPORTATION:

- **Signature:** _____ **DATE** _____
Email: TDOT.COMMISSIONER'S.Office@tn.gov

APPROVED AS TO FORM AND LEGALITY:

- **Signature:** _____ **DATE** _____
Email: TDOT.Legal.Attorneys@tn.gov

- **Signature:** _____ **DATE** _____
Email: Daniel.Pallme@tn.gov

EXHIBIT "A"

AGREEMENT #: 230461

PROJECT IDENTIFICATION #: 134713.00

FEDERAL PROJECT #: TAP-M-9322(5)

STATE PROJECT #: 95LPLM-F3-154

PROJECT DESCRIPTION: 2023 TAP Award: Cedar Creek Greenway - Phase 2: The Cedar Creek Greenway project is a proposed 10-foot-wide greenway trail that will extend the existing Cedar Creek Greenway corridor northward from Charlie Daniels Park to connect to Lebanon Road (SR-24) and the Mt. Juliet Little League Park.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: Bicycles and Pedestrian Facility

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	LOCAL	0	0	100	\$125,000.00
PE-DESIGN	LOCAL	0	0	100	\$140,000.00
RIGHT-OF-WAY	LOCAL	0	0	100	\$255,000.00
CONSTRUCTION	TAP-S	80	0	20	\$1,129,988.00
CONSTRUCTION	CEI	80	0	20	\$126,965.00
CONSTRUCTION	TDOTES	80	0	20	\$12,697.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

LEGISLATIVE AUTHORITY: : FAST Act § 1109; 23 U.S.C. 133(h).

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.