



# Mt. Juliet, Tennessee

## Board of Commissioners

### Agenda

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

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**Monday, January 22, 2024**

**6:30 PM**

**Commission Chambers**

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**Public Hearing 6:15 PM**

- A.** Amend FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO ACCEPT AND APPROPRIATE GRANT FUNDS FOR THE S. GREENHILL RAILROAD CROSSING SIGNAL IMPROVEMENT PROJECT **0495**

**Sponsors:** Board of Commissioners, City Manager Kenny Martin

**Attachments:** 01-22-2024 2nd Reading items

- 1. Call to Order & Declare a Quorum Present**
- 2. Set Agenda**
- 3. Invocation & Pledge of Allegiance**
- 4. Approval of Minutes**

- 4.A.** Approval of January 8, 2024 Minutes **0496**

**Attachments:** minutes of 1-8-24

- 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 AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO ACCEPT AND APPROPRIATE GRANT FUNDS FOR THE S. GREENHILL RAILROAD CROSSING SIGNAL IMPROVEMENT PROJECT **0464**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024-01-08- Amend S. Greenhill RR Xing Capital Proj budget for grant awards](#)  
[2024-01-08- Amend S. Greenhill RR Xing Capital Proj budget Exec Summary](#)

**Legislative History**

1/8/24 Board of Commissioners recommended for approval to the Board of Commissioners

**11. New Business**

- 11.A.** AMEND THE FISCAL YEAR 2023/2024 BUDGET TO PURCHASE A F-150 SERVICE TRUCK FOR THE PUBLIC WORKS DEPARTMENT **0497**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024- Amend 23-24 budget to purchase truck for PW](#)  
[Fiscal Note Amend 23-24 budget to purchase PW truck](#)

**12 New Business Consent Agenda Items:**

**Resolutions**

- A.** RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND BARGE DESING SOLUTIONS, INC. FOR DESIGN SERVICES ON THE PLEASANT GROVE ROAD WIDENING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **0474**

**Sponsors:** Kenneth Martin

**Attachments:** [2024-01-22, PGR Widening Consultant Resolution](#)  
[2024-01-22, PGR Widening Consultant Resolution - Exec Summary](#)  
[Barge Contract \(draft\)](#)

- B.** RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CENTRAL PIKE WIDENING, PHASE 1 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **0492**

**Sponsors:** Kenneth Martin

**Attachments:** [2024-01-22, TDOT Contract Resolution - Central Pike Widening](#)  
[2024-01-22, TDOT Contract Resolution - Central Pike Widening Exec Summary](#)  
[PIN 124887.02, TDOT Contract](#)

- C.** A RESOLUTION DECLARING CITY OF MT. JULIET FIRE DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION **0493**

**Sponsors:** Board of Commissioners, City Manager Kenny Martin

**Attachments:** [2024- Res FDMJ surplus property Crown Vic](#)  
[2024 Executive Sum-FDMJ surplus Crown Vic](#)

- D.** RESOLUTION EXPRESSING OFFICIAL INTENT THAT CERTAIN EXPENDITURES TO BE INCURRED IN CONNECTION WITH CERTAIN PUBLIC SAFETY PROJECTS AND RELATED EXPENDITURES BE REIMBURSED FROM PROCEEDS OF NOTES, BONDS, OR OTHER INDEBTEDNESS TO BE ISSUED BY THE CITY OF MT. JULIET, TENNESSEE **0498**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024- Resolution re reimburse GF HQ pmts with borrowing](#)

**12. Adjournment**



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0495

**Agenda Date:** 1/22/2024

**Agenda #:** A.

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**Title:**

**AMEND FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO ACCEPT AND APPROPRIATE GRANT FUNDS FOR THE S. GREENHILL RAILROAD CROSSING SIGNAL IMPROVEMENT PROJECT**

### **Public Notice**

The Board of Commissioners of the City of Mt. Juliet will have a Public Hearing on Monday, January 22, 2024, at 6:15 p.m., at City Hall for items to be considered on 2<sup>nd</sup> and final reading:

- Amend Fiscal Year 2023/2024 Budget to accept and appropriate grant funds for the S. Greenhill Railroad Crossing Signal Improvement Project

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

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**File #:** 0496

**Agenda Date:** 1/22/2024

**Agenda #:** 4.A.

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**Title:**

Approval of January 8, 2024 Minutes



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## Public Hearing 6:15 PM

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

Mayor Maness called the Public Hearing to order at 6:18 PM

Mark Hiensley, Mt. Juliet West Wilson Chamber of Commerce: Thanked everyone for attending the meeting. We all want nice well kept banners. The businesses would like to be able to advertise so the public can see what is happening. Quoted sales tax figures since 2019, which have begun to decline. It is tough for the Small businesses that have a small margin. Questioned why the sign ordinance would be on the Consent Agenda.

Mayor Maness stated he will request under Set Agenda that this be removed from the Consent Agenda.

Julie Rusewald, Mt. Juliet West Wilson Chamber of Commerce, 14625 Lebanon Road: Concerned over changes to Temporary Signs for the small businesses. Work on the ordinance to get it correct.

### A. Public Hearing Notice - 6:15 PM

0459

**Sponsors:** Board of Commissioners, City Manager Kenny Martin

**Attachments:**

#### 1. Call to Order & Declare a Quorum Present

Mayor Maness called the January 8, 2024 regular meeting of the Board of Commissioners to order and declared a quorum present.

#### 2. Set Agenda

Mayor requested items 8C and 8D (Golden Bear Place) be removed from Consent and considered after the consent agenda, and to remove the 8A.(Sign Ordinance) off of the consent agenda. No objections voiced.

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

#### 3. Invocation & Pledge of Allegiance

City Manager Martin led the invocation and Pledge of Allegiance.

#### 4. Approval of Minutes

**4.A.** Approval of December 11, 2023 Minutes**0458****Sponsors:** Board of Commissioners, City Manager Kenny Martin**Attachments:** [Minutes 12-11-23](#)

A motion was made by Trivett, seconded by Hefner, that this Minutes be approved.  
The motion carried by the following vote:

**RESULT:** APPROVED**MOVER:** Bill Trivett**SECONDER:** Scott Hefner**Aye:** Trivett, Maness, Milele, Justice, and Hefner**5. Citizens Comments**

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

Sebastion Ballot, 903 Easton Drive: Thanked staff for help with Jones Development. His street is now a cut thru and creating a safety issue. Baird Farms, speed humps and enforcement have been added. Requested additional stop signs and speed humps

Rosslyn Ballard, 903 Easton Drive: Read her statement about the speeding traffic.

Owner of the Nook: Stated concern over the banners and signs on public property, school groups, etc. Concerned over the prohibition of Christmas Lights inside the windows. Thsi attracts customers and is festive.

Vince King, 4th Avenue: Expressed concerns over the Ethics Complaints. One was dismissed without a public meeting. He requested the information and was given the complaint and the rebuttal. He requested the minutes, attendees and votes. He was told by the City Attorney that there is no documentation. There was a ghost meeting held and no one knows what happened. Citizens deserve more transparency. We need to be transparent and correct.

Buzz Steele, Representing Realtors: Questioned why items not changing are being restated.. They aren't enforced on weekends since staff is off duty. We want to support the City and have a seat at the table.



## 6. Commissioner Reports & Comments

Commissioner Jennifer Milele: Happy New Year, thanked everyone for coming out. She uses Social Media platforms to communicate with all persons in her district, the city and county. She is currently suspended on NextDoor until 1/13/24. TDOT public information meeting on Providence South will be 2/29 from 5 p.m - 7 p.m. at Providence Church. The public is encouraged to attend. This is primarily about the interchange. Thanked Mr. King on his comments regarding the Ethics Commission. She was also disappointed. Speeding is an issue all over the city. Explained how the Police and Public Works conduct a Speed Study and criteria to forward to the Traffic Commission.

Commissioner Justice: Hoped everyone had a Merry Christmas and Happy New Year. Stated that the last revision of the Sign Ordinance was in 2018. It was a process, then we were sued and had to make changes. This is not a pleasant experience. The staff at City Hall work daily on changes that benefit the residents and businesses. There is lots of dedication and knowledge that goes into this. Staff bring this to the BoC. The BoC gets with the businesses. Changes will be made. There are NO changes in the Real Estate signs in what is on the table. His goal is for Mt. Juliet to be Safe place, nice place and fun place to live. We do not have a property tax that does nothing but help fund the Fire Department. We want to keep it that way. We want the businesses to be successful. The staff at City Hall is trying every way possible to keep things great.

Vice Mayor Bill Trivett: Thanks to everyone that came out. Happy New Year. The sign ordinance has been very passionate. The staff are the subject matter experts. When we ask them to evaluate, no one wants to hinder the businesses. Safety is his main concern. Would like more information on safety concerns. Parks Department has done a great job in allowing tree drop off at our parks. Father/Daughter Dance sold out.

Commissioner Scott Hefner: Thanked everyone for coming out. Happy New Year. Thanked City Manager Martin and staff for attending the Kelsy Glen in his place, when he was out of town. Shout out to Public Works Director Matt White and staff on applying for and being awarded a grant close to \$1million to help with the signals on Mt. Juliet Road. This is a very needed enhancement. Thanks for efforts. Requested that Mr. King and everyone not only get out and vote but to step up and pull a petition and run for an office. Loves this City and this job and helping the citizens. Get out and vote.

Mayor Maness: Thanked everyone for attending. Mt. Juliet probably has the lowest property tax for a full service city in the state of TN, and we provide Fire Service. we have an exciting 2024 coming with things that can be done better. We will continue to make Mt. Juliet the great city it is.

## 7. City Manager's Report

City Manager Kenny Martin gave a Shout out to Public Works and the entire staff. Encourages everyone to study Sir Robert Peel. If we let blight creep into our community it does not take long for it to change the community. Encouraged everyone to Shop Local. We want our businesses to succeed. His concern about banners is not against the business owner it is about safety. The speeders in subdivisions are disrespecting the residents. Be respectful of each other. People throwing trash out are disrespectful. People plus respect = harmony. OK with the banner ordinance to remain as it is if he can get a commitment that we follow the rules. If you don't bury the poles deep enough and tie it down well it can cause an accident. We do not want the city to become blighted, if it feels blighted people don't feel safe. We try to do things in the best interest of the community. Please call the codes department for help in placing a banner safely. We have banners and rebar flying into cars due to high wind. The city has even had stop sign damage cars due to bolts being loose. Thanked TDOT for \$150 million in projects to be spent in Mt. Juliet. If we offended anyone we will try to do better. If Codes see a banner in the RoW they will remove it without issuing a citation.. Mr. King staff doesn't handle Ethics issues.

Gino Marchetti: Stated the Ethics Commission has had 3 resignations in the last 48 hours. The meeting that was scheduled for tomorrow is being continued to a future date. He has recused himself from the Ethic Commisison due to representing these BoC. Mr. Bill Farmer is special counsel to the Ethics Commission and he has postponed the meeting. He is working on a report concerning the dismissal of the complaints on the 3 Commissioners.

## 8. Unfinished Business Consent Agenda Items:

### 8.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 RZ ORD](#)  
[330 W. Division Legal Description](#)  
[330 W Division St Exhibit B Rezone 10 17 23](#)

8B (Rezone 330 W. Division) 8 F (Amend FY 23/24 Budget Golden Bear & Volunteer Blvd. Traffic Signal)

A motion was made by Maness, seconded by Trivett, that these Ordinances be adopted by Consent Vote. The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** James Maness

**SECONDER:** Bill Trivett

**Aye:** Trivett, Maness, Milele, Justice, and Hefner  
Enactment No: 2024-01

**8.F. 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](#)

A motion was made by Maness, seconded by Trivett, that these Ordinances be adopted by Consent Vote. The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** James Maness

**SECONDER:** Bill Trivett

**Aye:** Trivett, Maness, Milele, Justice, and Hefner  
Enactment No: 2024-02

**8.C. 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](#)

Items 8C and 8D were considered together (Amend the Land Use for Golden Bear Place).

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

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Bill Trivett

**Aye:** Trivett, Maness, Milele, Justice, and Hefner  
Enactment No: 2024-03

**8.D. 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 Revised SR](#)  
[Golden Bear Place KP PMDP Ord](#)  
[Golden Bear Place KP PMDP Legal Description](#)  
[Golden Bear Place KP Map Rezone PUD](#)  
[Golden Bear Place KP ORd 2017-04](#)

Motion made by Commissioner Justice to amend said ordinance:

"The Developer commits to contribute \$7,500 per residential unit within the development. This includes a \$2,500 per-unit credit for the improvements to Golden Bear Gateway, and Old Beckwith Road that are constructed by the developer. The remaining \$5,000. per-unit contributions shall be dedicated toward public improvements and/or associated roadway projects in the project vicinity and/or E. Division Street" GBG, 2nd by Mayor Maness.

Vote Yea: Unanimous (1st Amendment)

It was agreed to also replace "and" with "and/or" (E. Division) and the end of the amendment. (No objections voiced)

Back on original Ordinance as once Amended:

Motion made by Commissioner Justice to amend said Ordinance to state: " Allow deviations from the sign ordinance to allow the building signage as shown on the attached building elevations. (Increased number of signs and size of signs). Storage Facility: North Wall (150 sf), South Wall (150 sf.), East Wall (150 sf.)

Bowling Alley: North Wall (500 sf.), South Wall (100 sf.), East Wall (500 sf. [One large and One small])

Variance to increase maximum size from 300 sf. to 500 sf., and number of permitted signs on one wall.

To allow offsite monument signage at locations shown on C2.01.

To allow project monument signage as shown on C4.01, Three (3) signs to be 25 ft. tall, Three (3) signs to be 15 ft. tall. To allow sign face area as shown on C4.01", 2nd by Mayor Maness.

Vote Yea: Unanimous (2nd Amendment)

Back on original Ordinance as twice Amended:

Motion made by Commissioner Hefner to "To allow maximum building height allowed within the CRC, CI and CMU districts from 35' to 70' or 6 stories. All areas of the PUD are within 1/2 mile of the Beckwith Road Interchange. Height exemption shall be for Office, Hotel and Multi-family uses."

"Allow omission of a portion of the required perimeter fence for Area D, on the east side

of the site along the creek buffer, and Area E on the west side along the creek buffer."

"Allow deviation from the material standards for Area D, E and F to allow up to 30% secondary materials on each facade. Should a site wish to exceed 30% secondary material (if approved) they shall revisit BoC for PUD Amendment"

"Allow roof top mounted HVAC units within the multi-family portions of the development. All roof top mounted equipment will be screened with parapet walls or approved alternate.", 2nd by Mayor Maness.

Vote Yea: Unanimous (3rd Amendment)

Back on original Ordinance as Amended three times:

Motion made by Vice Mayor Trivett that "the roundabout shown on the neighbors property be removed from the plans, (error on plans)".

"From the staff report items a-e under Animal Care and Veterinary Services:

a. All animal care use shall occur in completely walled and roofed structures, except that completely fenced exercise yards may be provided as specified in subpart b of this section, below.

b. Exercise yards shall be completely fenced and screened from all abutting lots and streets. Exercise yards shall not be used for overnight accommodations. The use of exercise yards shall be restricted to the hours of 8:00 a.m. to 8:00 p.m.

c. Animal care boarding facilities shall be restricted to domesticated animals that have an adult weight not exceeding 200 pounds.

d. The design of animal care facilities shall provide for the off-street pickup and drop-off of animals.

e. Animal care, veterinary office and services shall be strictly prohibited should the lot on which the facility is situated adjoin any residentially zoned property unless the residential property is unoccupied.", 2nd by Commissioner Milele.

Vote Yea: Unanimous (4th Amendment)

Back on original Ordinance as amended four times:

Motion made by Commissioner Milele that "area E be clarified as age restricted 55 and above, and if area F is not developed commercially as Assisted Living it would be 55 plus". Joe Haddix, CSDG stated they would agree to 55 plus.

Vote Yea: Unanimous (5th Amendment)

Back on original Ordinance as amended five times:

Discussion was held on if the Bowling Alley fell through. Director of Economic Development Jennifer Hamblen stated if the use is different than listed on the PUD it would have to come back. Ex: If a skating rink it would not have to come back.

However, the Industrial Uses have been pulled out in the PUD document.

Motion made by Mayor Maness to state "if the Bowling Alley falls through this will come back as a major amendment, 2nd by Commissioner Hefner.

Vote Yea: Unanimous (6th Amendment)

Back on Ordinance as six times amended:

Vote on items 8C and 8 D: Yea: Unanimous

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

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Bill Trivett

**Aye:** Trivett, Maness, Milele, Justice, and Hefner  
Enactment No: 2024-04

**8.E. 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](#)

Motion made by Commissioner Milele to amend said ordinance to extend the sunset clause until 7/31/24 as the trial period., 2nd by Commissioner Hefner.

Vote on Amendment to extend the Sunset Clause to 7/31/24:

Yea: Unanimous

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

**RESULT:** ADOPTED

**MOVER:** Ray Justice

**SECONDER:** Jennifer Milele

**Aye:** Trivett, Maness, Milele, Justice, and Hefner  
Enactment No: 2024-05

- 8.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](#)

Fails for lack of 2nd

This Ordinance fails for lack of a 2nd.

**RESULT:** NO MOTION MADE

**MOVER:** Bill Trivett

## **11. New Business**

### **Ordinances - 1st Reading**

- 11.A. AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP) FOR THE PROVIDENCE PLANNED UNIT DEVELOPMENT (PUD), LOCATED AT 80 BELINDA PARKWAY, MAP 096, PARCEL 001.11, IN THE CITY OF MT. JULIET, WILSON COUNTY, TN** **0452**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Homewood Suites PUD Amend SR](#)  
[Homewood Suites PUD Amend ORD](#)  
[Legal Description Homewood Suites](#)  
[Homewood Suites PUD Amendment Exhibit B 12 14 23](#)

A motion was made by Commissioner Milele, seconded by Vice Mayor Trivett, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 2/12/2024. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Jennifer Milele

**SECONDER:** Bill Trivett

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

**11.B. AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP) FOR THE MT. JULIET COMMONS PLANNED UNIT DEVELOPMENT (PUD), BEING LOCATED AT 12950 LEBANON ROAD, MAP 053, PARCEL 109.00 IN THE CITY OF MT. JULIET, WILSON COUNTY, TN.** **0456**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [MJ Commons PUD Amend SR](#)  
[MJ Commons PUD Amend ORD](#)  
[MJ Commons Legal Description Exhibit A](#)  
[MJ Commons PUD Amendment Exhibit B 12 14 23](#)

Motion made by Commissioner Justice that "vet services shall be fully enclosed in the primary building", 2nd by Mayor Maness.

Vote Yea: Unanimous

A motion was made by Vice Mayor Trivett, seconded by Commissioner Milele, that this Ordinance be recommended for approval and scheduled for 2/12/24. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Bill Trivett

**SECONDER:** Jennifer Milele

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

**11.C. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO ACCEPT AND APPROPRIATE GRANT FUNDS FOR THE S. GREENHILL RAILROAD CROSSING SIGNAL IMPROVEMENT PROJECT** **0464**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024-01-08- Amend S. Greenhill RR Xing Capital Proj budget for grant awards](#)  
[2024-01-08- Amend S. Greenhill RR Xing Capital Proj budget Exec Summary](#)

A motion was made by Mayor Maness, seconded by Commissioner Hefner, that this Ordinance be recommended for approval and scheduled for 2/12/24. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** James Maness

**SECONDER:** Scott Hefner

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

**Resolution**



**A. RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE S. GREENHILL RAILROAD CROSSING SIGNAL IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT** **0465**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024-01-08, S. Greenhill RR Signal Construction Contract Resolution](#)  
[2024-01-08, S. Greenhill RR Signal Contract Resolution - Exec Summary](#)  
[Bid Tabulation](#)  
[5.BidAwardLetter](#)  
[Stansell Contract signature pages](#)

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

**RESULT:** ADOPTED

**MOVER:** James Maness

**SECONDER:** Bill Trivett

**Aye:** Trivett, Maness, Milele, Justice, and Hefner  
Enactment No: 01-2024

## **Appointments**

**A. Ethics Commission Appointment of Gina Clarke for District 4 Commissioner Milele** **0463**

**Sponsors:** Jennifer Milele

Commissioner Milele nominated Gina Clarke to serve as her representative on the Ethics Commission for District 4: Vote Yea: Unanimous

**B. Appointment - Parks & Greenways Board: Terri Atwood** **0467**

**Sponsors:** James Maness

Mayor Maness appointed Terri Atwood to the Parks and GrenwayBoard:  
Vote Yea: Unanimous

### Appointment Distict 1 - Ethics Commission

Motion made by Commissioner Justice to suspend with the rules to allow him to nominate his representative to the Ethics Commission, 2nd by Commissioner Milele.

Vote to suspend with the rules: Yea: Unanimous

Commissioner Justice nominated Georgina Hughes as his Ethics Commissioner nomination for District 1.

Vote Yea: Unanimous

Motion made by Mayor Maness to return to regular session, 2nd by Commissioner Justice.

Vote Yea: Unanimous

### **12. Adjournment**

The regular meeting of the Board of Commissioners adjourned at 7:59 p.m.

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Mayor James Maness

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City Recorder Sheila S. Lockett, MMC



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0464

**Agenda Date:** 1/22/2024

**Agenda #:** 9.A.

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**Title:**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO ACCEPT AND APPROPRIATE GRANT FUNDS FOR THE S. GREENHILL RAILROAD CROSSING SIGNAL IMPROVEMENT PROJECT**

## ORDINANCE 2024-\_\_\_\_\_

### AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO ACCEPT AND APPROPRIATE GRANT FUNDS FOR THE S. GREENHILL RAILROAD CROSSING SIGNAL IMPROVEMENT PROJECT

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

**WHEREAS**, the City of Mt. Juliet budgeted a railroad signal improvement project in the FY24 Capital Projects Fund at the intersection of S. Greenhill and W. Division Street; and

**WHEREAS**, the project was recently bid and now a line item for construction funded by grants needs to be added to the budget; and

**WHEREAS**, The project is being managed by the City and TDOT is fully funding the construction of this 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**

Add the Following Revenue:

300-33471	TDOT Railroad Safety Grant	\$ 655,109.50
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Add the Following Expenditures:

#### **S. Greenhill RR Crossing Signal**

300-43182-967	Construction Funded by Grants	\$ 655,109.50
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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 2024-\_\_\_\_\_**

### **AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO ACCEPT AND APPROPRIATE GRANT FUNDS FOR THE S. GREENHILL RAILROAD CROSSING SIGNAL IMPROVEMENT PROJECT**

#### **Executive Summary**

The project: This project consists of upgrading the existing traffic signal at the intersection of S. Greenhill Road and W. Division Street to steel poles and mast arms and upgrading the signal equipment and railroad safety components.

Funding: We recently opened bids and the BOC approved a construction contract in the amount of \$655,109.50. Public Works staff were able to secure a grant from TDOT. TDOT has committed to funding the total construction cost for this project.

Official act: This ordinance amends the budget to add the revenue from the grants funds in the amount of \$655,109.50.

Fiscal Note: This project is covered 100% by grant funds. Therefore, the City does not have 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

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**File #:** 0497  
11.A.

**Agenda Date:** 1/22/2024

**Agenda #:**

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**Title:**

**AMEND THE FISCAL YEAR 2023/2024 BUDGET TO PURCHASE A F-150 SERVICE TRUCK FOR  
THE PUBLIC WORKS DEPARTMENT**

## **ORDINANCE 2024-\_\_\_\_\_**

### **AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF A VEHICLE FOR THE PUBLIC WORKS DEPARTMENT**

**WHEREAS**, the Public Works department has assessed a need for a new truck to accommodate the City's growth and department needs; and

**WHEREAS**, the department anticipates a long lead time to acquire the vehicle due to current market conditions; and

**WHEREAS**, the department requests to appropriate \$60,000 to ensure the vehicle is ordered and available in the shortest time possible; and

**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:

**General Fund –**

Increase Expenditures:

110-43110-944	Transportation Equipment	\$60,000.00
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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:

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James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

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Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

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Kenny Martin, City Manager

---

L. Gino Marchetti, Jr.  
City Attorney

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE  
2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF  
A VEHICLE FOR THE PUBLIC WORKS DEPARTMENT**

The Public Works Department has requested the purchase of a new F-150 truck at a cost of \$60,000. The department requests the appropriation now to ensure the truck is delivered in a timely manner due to long lead times and to lock in current cost before price increases. The funds to purchase the truck will come from current reserves. The City still has a substantial available fund balance to pull capital purchases from.



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0474

**Agenda Date:** 1/22/2024

**Agenda #:** A.

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**Title:**

**RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND BARGE DESING SOLUTIONS, INC. FOR DESIGN SERVICES ON THE PLEASANT GROVE ROAD WIDENING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

## **RESOLUTION \_\_-2024**

### **RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND BARGE DESING SOLUTIONS, INC. FOR DESIGN SERVICES ON THE PLEASANT GROVE ROAD WIDENING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

**WHEREAS**, the City of Mt. Juliet seeks to improve roadway safety and capacity within the City; and

**WHEREAS**, this project consists of the widening of Pleasant Grove Road from Old Pleasant Grove Road to Central Pike (S.R. 265) and realigning the roadway to improve the existing geometric deficiencies; and

**WHEREAS**, the City of Mt. Juliet seeks to be proactive in improving this roadway prior to the Central Pike Interchange with I-40 being constructed by TDOT; and

**WHEREAS**, the City of Mt. Juliet desires to approve the agreement with Barge Design Solutions for the design of this 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 Barge Design Solutions, Inc.

Section 2. Mayor James Maness is hereby authorized to execute the said Agreement with Barge Design Solutions, Inc.

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 \_-2024**

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 \_\_-2024**

### **RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND BARGE DESING SOLUTIONS, INC. FOR DESIGN SERVICES ON THE PLEASANT GROVE ROAD WIDENING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

#### **Executive Summary**

- The project: This project consists of the widening of Pleasant Grove Road from Old Pleasant Grove Road to Central Pike (S.R. 265) and realigning the roadway to improve the existing geometric deficiencies.
- Contract: The City recently terminated the contract with the previous design firm, TTL, Inc. due to not being properly staffed to manage a major roadway widening project. The City advertised an RFQ to select a new engineering firm to pick up the project where the previous firm left off. We received 14 letters of interest (LOIs). The City's consultant evaluation committee short-listed 4 firms to submit full statements of qualifications. After review of the submittals, the consultant evaluation committee chose Barge Design Solutions to be the most qualified for the project.
- Funding: The proposed design fee for this agreement is \$698,040. We currently have \$400,000 budgeted, which is enough to fund the work in the current fiscal year. Therefore, no budget amendment is needed.
- Official act: This resolution is to provide formal support of the agreement and to authorize the Mayor to sign the agreement.

# BARGE DESIGN SOLUTIONS, INC.

## PROFESSIONAL SERVICES AGREEMENT

This agreement is made as of date last signed below by and between City of Mt. Juliet, Tennessee (**Client**) and Barge Design Solutions, Inc. (**BARGE**) for professional services for the assignment described as follows:

Project: Pleasant Grove Widening

Location: Mt. Juliet, Tennessee

Description of Project:

Project limits are from Central Pike to Old Pleasant Grove Road. Secondary minor project is to provide a separate set of plans for approximately 1000' of Pleasant Grove Road for use by a private developer to construct half of the roadway in front of their development.

- I. **PROFESSIONAL SERVICES:** **BARGE** agrees to perform the following Basic Services under this contract: See Attachment A – Scope of Services
- II. **COMPENSATION:** **Client** shall compensate **BARGE** for the Basic Services as follows:  
See Attachment A, page 12 – Fee Summary Table
- III. **PAYMENTS:** Invoices for services rendered will be issued monthly, and payment is due upon receipt of each invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.
- IV. **TIME:** Unless agreed otherwise in writing, **BARGE** will commence its services within a reasonable time after receipt of an executed copy of this Agreement. **BARGE** will perform its services in a timely manner commensurate with the exercise of due professional care. Time for performance shall be extended as necessary for delays or suspensions due to circumstances beyond **BARGE's** control. If such delay or suspension extends more than six months (cumulatively), **BARGE's** compensation shall be equitably adjusted.
- V. **SUSPENSION OF SERVICES:** If **Client** fails to pay any invoice when due or otherwise is in material breach of this Agreement, **BARGE** may at its sole discretion suspend performance of services upon five (5) days' written notice to **Client**. **BARGE** shall have no liability to **Client**, and **Client** agrees to make no claim for any delay or damage as a result of such suspension. Upon cure of the cause of the suspension, **BARGE** shall resume services within a reasonable time, and there shall be an equitable adjustment of the project schedule and fees to reflect the effects of such suspension.
- VI. **STANDARD OF CARE:** Notwithstanding any other provision of this Agreement or any other document describing the services, **BARGE** shall perform its services in accordance with the standard of professional care ordinarily exercised under similar circumstances by reputable members of its profession in the same locality at the time the services are provided. No warranty, expressed or implied, is made or intended by **BARGE**. The parties further agree that **BARGE** is not a fiduciary of **Client**.
- VII. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated without cause by **Client** upon ten (10) days' written notice to **BARGE**. On termination ,

**Client** shall pay **BARGE** all amounts due for any services performed to the date of termination (plus all reimbursable expenses incurred). Upon such termination by **Client**, it may retain all drawings, reports, documents, and other instruments of professional services prepared by **BARGE** up to date of termination.

**VIII. OWNERSHIP AND REUSE OF DOCUMENTS:** All documents, including without limitation, drawings, specifications, and reports prepared by **BARGE** pursuant to this Agreement are instruments of professional service. **Client** shall own all legal and equitable rights therein, including copyrights, but **BARGE** will have a license to use such instruments. Such instruments are not intended or represented to be suitable for reuse by **Client** or others for additions or modifications of the Project or on any other project. Any reuse without written consent of **BARGE** shall be at **Client's** sole risk and without liability to **BARGE**. **BARGE** shall be entitled to further compensation for services it is requested to perform in connection with any reuse of its instruments of professional service.

**IX. ACCESS TO THE SITE/JOBSITE SAFETY:** Unless otherwise stated, **BARGE** will have access to the site for activities necessary for the performance of its services. **Client** agrees that **BARGE** shall have no responsibility for the means, methods, sequences, procedures, techniques, and scheduling of construction, as these decisions are solely the responsibility of the contractors. **BARGE** further shall have no authority or duty to supervise the construction workforce and shall not be responsible for jobsite safety or for any losses or injuries that occur at the Project site.

**X. INSURANCE:** **BARGE** shall secure and maintain insurance in the following minimum amounts:

Worker's Compensation	Statutory
Employer's Liability	\$500,000
Commercial General Liability	\$1,000,000 per occurrence and in the aggregate
Automobile Liability	\$1,000,000 per occurrence and in the aggregate
Professional Liability	\$1,000,000 per claim and in the aggregate

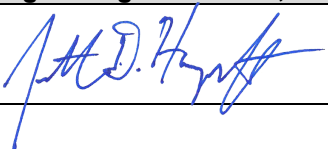
**BARGE** shall provide a Certificate of Insurance naming the **Client** as an additional insured before commencing the work.

**XI. DISPUTE RESOLUTION:** It is agreed that all claims, disputes, or other matters in question arising out of or related to this Agreement shall be submitted to nonbinding mediation before any legal proceeding is commenced. The parties shall equally bear the fees and expenses charged by the mediator. Venue for any exercise of rights at law will be a court of competent jurisdiction in Wilson County, Tennessee. 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.

**XII. OPINIONS OF CONSTRUCTION COST:** Any opinion of probable construction cost prepared by **BARGE** represents the judgment of one or more **BARGE** design professionals and is supplied for general guidance of **Client**. Since **BARGE** has no control over the construction marketplace and does not use the same pricing methods used by contractors, **BARGE** does not guarantee the accuracy of such opinions.

**XIII. GOVERNING LAW:** Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Tennessee.



City of Mt. Juliet, Tennessee	Barge Design Solutions, Inc.
By:	By: 
Printed Name:	Printed Name: Jonathan Haycraft, PE
Title:	Title: Sr. Vice President
Address:	Address: 615 3rd Avenue South, Suite 700 Nashville, TN 37210
Date Signed:	Date Signed: 12/14/2023
Tax I.D. Number:	

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Additional Services
- IV. Project Understanding, Assumptions, and Exclusions
- V. Time of Performance
- VI. City Responsibilities
- VII. Deliverables
- VIII. Compensation

## **I. Project Description**

Barge Design Solutions, Inc. (Barge) is proposing to provide design services for the widening of Pleasant Grove Road (TDOT PIN 132387.00) for the City of Mt. Juliet, Tennessee (City). The goal of the project is to widen and realign Pleasant Grove Road from Central Pike (SR 265) to Old Pleasant Grove Road. Previous efforts performed on this project (by others) for the City include:

- Technical Report/Alternatives Analysis
- Topographic and property survey
- Stakeholder engagement
- Development of design concepts
- Initiation of NEPA activities

This Scope of Work includes development and completion of the NEPA environmental documentation, geotechnical investigations, progressing the early design concepts to Preliminary design, development of abbreviated construction plans for use by a private developer, Preliminary Plans, and Right of Way (ROW) Plans.

ROW acquisition services, final construction plans, specifications, permits, and contract documents are additional services which will be included in future amendments to this agreement.

## **II. Scope of Services**

Barge proposes the following Scope of Services related to the above-noted items.

### **Task 1 - Project Management**

This task will consist of general project management, administrative, and accounting activities for the project. The Project Manager will serve as the main point of contact between the City and Barge to ensure that information is distributed to the appropriate team members and assigned staff. Regular meetings/teleconferences will be held between the City, Barge, and other associated stakeholders. A project schedule and payout curve will be developed for approval by the City. Barge's Project Manager will be a local point of contact who will facilitate communication between the City, Barge, and associated stakeholders. This task includes project kickoff meeting, regular progress meetings, meeting agendas and minutes, and regular invoicing.

## **Task 2 – NEPA**

Given the nature of the project, the National Environmental Policy Act (NEPA) document is a likely candidate for classification as a D-List Categorical Exclusion (D-List CE). This determination can only be made, however, by the Tennessee Department of Transportation (TDOT) in cooperation with the Federal Highway Administration (FHWA). If another level of NEPA document is required by TDOT and/or FHWA other than the preparation of a D-List CE, this effort will be considered Additional Services beyond this scope of services.

One Build Alternative and the No-Build Alternative will be studied. The NEPA document will be based on functional plans or on preliminary plans (20-30 percent complete) as defined on Page 4-5 of TDOT's Local Government Guidelines for the Management of Federal and State-Funded Transportation Projects (March 2018).

## **Task 2A – TDOT Environmental Division Coordination**

The Barge team will maintain direct contact and function as a liaison with the designated representative of the TDOT Environmental Division's Local Programs Office.

## **Task 2B – Agency Coordination**

The Barge team will prepare and send initial studies coordination letters as well as associated project mapping and plans to TDOT for coordination with the following federal and state agencies:

- U.S. Fish and Wildlife Service (USFWS)
- Tennessee Wildlife Resources Agency (TWRA)
- Tennessee Department of Environment and Conservation (TDEC)
- Tennessee State Historic Preservation Office (TN-SHPO)

## **Task 2C – Environmental Technical Studies**

The Barge team will prepare the environmental technical studies listed below:

### **Ecology**

#### ***Jurisdictional Waters Determination***

The Barge team will provide an Environmental Boundaries Report (EBR) in accordance with TDOT standards. As part of the preparation of the EBR, we will perform a jurisdictional waters determination as outlined below.

The Barge team will provide a Waters of the U.S. Determination (i.e. streams and wetlands) for the project area. In performing the jurisdictional determinations, the 1987 Corps of Engineers Wetlands Delineation Manual and the 2012 Regional Supplement: Eastern Mountains and Piedmont Region, Version 2.0, will be followed to establish a description of the soils, plants, and hydrologic conditions of the project area. The Barge team will perform the following tasks:

1. Using the 1987 Corps of Engineers Wetland Delineation Manual and the 2012 Regional Supplement: Eastern Mountains and Piedmont Region, Version 2.0 delineate potential wetlands located in the project site.
2. Complete the Corps of Engineers Wetland Data Forms for each wetland/upland sampling site.
3. Using a Trimble® GeoXT GPS Unit, map the wetland boundaries (if present) to determine area and log lat/long of each soil pit along with hue, value, and chroma of the soil using a standard Munsell® Color Chart.
4. Submit wet weather conveyance and stream determinations as a Qualified Hydrologic Professional to TDEC.

5. Prepare a summary report describing the findings that includes water resources form, the routine wetland determination data forms, Hydrologic Determination forms, Habitat Assessment forms, Tennessee rapid assessment methodology forms, a photo summary, and delineation map.

#### *Bat Survey*

The Barge team will complete a bat survey for the presence/probable absence of the endangered Indiana bat (*Myotis sodalis*), northern long-eared bat (*Myotis septentrionalis*), and proposed endangered tricolored bat (*Perimyotis subflavus*). The Barge team will perform the following tasks:

- Mist Net Survey: The Barge team will prepare a formal study plan and submit it to the USFWS to finalize the mist net survey effort, locations, and protocols as required by the Federal Scientific Collecting Permit. The Barge team will follow guidelines and technical criteria outlined in the USFWS agency document titled 2023 Range-Wide Indiana Bat & Northern Long-Eared Bat Survey Guidelines, dated March 2023. The Barge team assumes that the USFWS will concur with two net sites with sixteen total net-nights of sampling; however, future consultation with the USFWS or significant changes in the project may deem additional survey efforts necessary. If the USFWS requires additional survey efforts, this can be completed as part of the Additional Services clause of this agreement.
- Radio Tracking (If Required): If Indiana, northern long-eared, and/or tricolored bats are captured in the project area, The Barge team will attach transmitters and conduct a telemetry survey and emergence counts per the 2023 Range-Wide Indiana Bat & Northern Long-Eared Bat Survey Guidance. The Barge team will provide the field datasheets, photos, and any other data collected during the survey necessary to compile a final report.

#### Floodplains

Floodplains and floodways in the project area will be identified only through the review of National Flood Insurance Rate Maps (FIRMs). All FIRMs specific to the project area will be compiled and the relevant floodplains and floodways information will be provided as part of the NEPA document.

#### Section 4(f) and Section 6(f) – Recreational Resources

It is not anticipated that the proposed project will require any right-of-way or easements from a Section 4(f) recreational resource or from a resource funded by Land and Water Conservation Funds (Section 6(f)). If a Section 4(f) or Section 6(f) evaluation is deemed necessary by TDOT or any other agency, these services can be provided by the Consultant in accordance with Additional Services clause of this agreement.

#### Cultural Resources

##### *Section 106 – Historic Preservation*

Given the proposed project area includes 15-20 resources more than 50 years of age, The Barge team will be responsible for preparing a Section 106 Historic Architecture Resources Survey to document and evaluate potential project effects to all National Register of Historic Places (NRHP)-listed and NRHP-eligible historic architecture resources in the area of potential effect (APE) per the criteria of adverse effects set forth in Section 106 regulations. Additionally, measures to avoid, minimize, or mitigate unavoidable adverse effects will be evaluated.

The Barge team will complete a Section 106 Assessment report pursuant to TDOT's template and once the Section 106 Historic Architecture Resources Survey is completed, the draft report and the Section 106 Assessment report will be submitted to TDOT for review and comment. TDOT will submit these reports to the TN-SHPO for review. Following the receipt of comments, Barge will finalize the Section 106 Historic Architecture Resources Survey, and the results will be incorporated directly into the NEPA document.

#### *Section 106 – Archaeology*

Due to the presence of undisturbed areas within portions of the project limits, the Consultant's subconsultant, RGA, will be responsible for conducting a Phase I Archaeological Survey to identify historic and prehistoric archaeological sites within the project's anticipated APE. The results of the Phase I Archaeological Survey will be presented in a report that meets the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (1983) and complies with the Tennessee SHPO Standards and Guidelines for Archaeological Resource Management Studies (October 2018) and the TDOT Phase I Archaeological Survey Scope of Work (2021), if applicable.

This work will be performed pursuant to Section 106 of the National Historic Preservation Act (NHPA), as amended.

Once the Phase I Archaeological Survey is complete, the draft report will be submitted to TDOT for review and comment. TDOT will submit the draft report to the TN-SHPO for review. Following the receipt of comments, RGA will finalize the Phase I Archaeological Survey, and the results will be incorporated directly into the NEPA document.

#### Hazardous Materials

The Barge team will complete a desktop review of available hazardous materials databases available through TDEC and the Environmental Protection Agency (EPA) to determine whether the proposed project area has the potential to contain hazardous materials that may be impacted by the project. This information along with all relevant TDEC and EPA database mapping for the project area will be incorporated into Agency Coordination documentation for the TDOT Hazardous Materials Section to review and provide further recommendations as to whether additional studies may be necessary.

#### Environmental Justice

The Consultant will complete an Environmental Justice (EJ) analysis, in conformance with Executive Order 12898 and FHWA Order 6640.23 (December 2, 1998). The analysis will evaluate block group-level census data within the project area to determine whether minority and/or low-income populations are present in the area. If present, those populations will be evaluated to determine if they are affected by the proposed project, and if so whether there may be disproportionately high and adverse human health or environmental effects on minority and low-income populations. The EJ analysis will be limited to desktop research only and will be incorporated directly into the NEPA document. No fieldwork will be completed. If a disproportionately high and adverse effect on a minority population or a low-income population is revealed, the analysis will show how the effects are distributed within the affected project area. If potential mitigation measures or potential community outreach efforts are identified by TDOT or FHWA, these services can be provided, but will be considered Additional Services beyond this scope of services.

## Air Quality and Noise

- Air Quality Evaluation

The Consultant's subconsultant, Bowlby & Associates, Inc. (B&A), will conduct a conformity evaluation per current regulations based on the current air quality designations for Wilson County. Additionally, B&A will develop the air quality statements for inclusion in the NEPA document.

- Noise Evaluation

Given the proposed project includes the widening of Pleasant Grove Road to provide additional capacity, the Consultant's subconsultant, B&A, will be responsible for preparing a Noise Technical Report. As part of the Noise Technical Report, B&A will perform the following tasks:

1. Data Collection: B&A will review the project plans, traffic counts, and planning reports developed for the project. Elevations will be determined using data from the state GIS repository.
2. Identification of Noise-Sensitive Land Uses: B&A will review the project plans and available aerial photography to identify the noise-sensitive land uses to be studied.
3. Determination of Existing Noise Levels: B&A will use Method 1: Measurement of Existing Noise Levels of TDOT's noise procedures to determine existing noise levels.
4. Prediction of Future Noise Levels: Future design year noise levels for the No-Build Alternative will be determined by evaluating existing and design year traffic volumes on the surrounding roadway network. B&A will predict future design year worst-hour noise levels using TNM 2.5 for the Build Alternative using the plans to be submitted with the NEPA document.
5. Determination of Noise Impacts: B&A will identify noise impacts at the noise-sensitive land uses per TDOT's noise policy. Locations will be impacted if: 1) the predicted worst hour Leq (1h) approaches or exceeds the FHWA Noise Abatement Criteria (NAC), or 2) the project causes a substantial increase in existing noise levels.
6. Noise Abatement Evaluation: B&A will complete a noise abatement evaluation for the Groves Reserve subdivision. Noise barriers for other areas will not be feasible due to driveway access.
7. Report Preparation: B&A will prepare a Noise Technical Report for the project per TDOT's procedures as well as a summary for the NEPA document. The report will include brief discussions of construction noise and information for local officials. B&A will also prepare a Google Earth kmz file using TDOT's standard schema that includes the noise study results.

## Environmental Technical Information to be provided by TDOT

The TDOT Environmental Division will be responsible for providing the following environmental technical information:

- Native American Consultation

Following receipt of the above listed environmental technical information from the TDOT Environmental Division, Barge will review and incorporate the information/data into the NEPA document.

### **Task 2E – Documentation Preparation and Approval**

The purpose of this task is to develop the CE documentation, consistent with the requirements of the FHWA guidance as outlined in FHWA Technical Advisory T6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents as well as the Tennessee Environmental Procedures Manual (June 2011 edition) and TDOT's Local Government Guidelines for the Management of Federal and State-Funded Transportation Projects (March 2018).

Following completion of the document by Barge, the NEPA document will be submitted to the City for review and comment. Barge will then revise the NEPA document based on the City's comments. Once the City approves the NEPA document, the document will be submitted to the TDOT Environmental Division/FHWA for initial review and subsequent approval.

#### **Deliverables:**

1. Initial Studies Coordination Package (electronic copy in Adobe PDF format)
2. Section 106 Assessment (electronic copy in Adobe PDF format)
3. Environmental Boundaries Report (electronic copy in Adobe PDF format)
4. Bat Mist Net Survey (electronic copy in Adobe PDF format)
5. Historic Architecture Resources Survey (electronic copy in Adobe PDF format)
6. Phase I Archaeological Survey (electronic copy in Adobe PDF format)
7. Air Quality Conformity Evaluation (electronic copy in Adobe PDF format)
8. Noise Technical Report (electronic copy in Adobe PDF format)
9. Environmental Justice Memorandum (electronic copy in Adobe PDF format)
10. Draft Categorical Exclusion document for the City's review (electronic copy in Adobe PDF format)
11. Draft Categorical Exclusion document for TDOT/FHWA review (electronic copy in Adobe PDF format)
12. Final Categorical Exclusion document for TDOT/FHWA review and approval (electronic copy in Adobe PDF format)

### **Task 3 – Developer Construction Plans**

The purpose of this task is to prepare Final Construction Plans for use by the developer of the tract at the southwest corner of Old Pleasant Grove Road and Pleasant Grove Road. The design and plans production was initiated by a previous consultant. Assumptions are:

- The City will provide Barge all files related to this design and for use by Barge.
- The previous design was sound and completed to a point where Barge can perform a cursory review to further, and complete, the design to produce the final plans

Design is to be developed for the southern half of the new Pleasant Grove Road, from approximately 1,000' west of Old Pleasant Grove Road to Old Pleasant Grove Road. The design is to be compatible with both the existing roadway as well as the future Pleasant Grove Road widening project. Abbreviated plans will be prepared for the developer's use. Developer will obtain all necessary permits and construct the widening privately. Plans shall be prepared in compliance with TDOT's roadway design standards and criteria. Barge will prepare a set of plans which include:

- Title Sheet
- Index and Standard Drawings
- Quantities Sheet
- Typical sections
- Tabulated Quantities sheet
- Present layout sheets

- Proposed layout sheets
- Profile sheets
- Cross Section sheets
- Striping and signing plans

Barge's responsibilities include coordinating with the developer through design, submitting Draft Final plans to the City for review, addressing comments, and submitting Final Plans for developer's use. Barge's responsibilities specifically exclude utility coordination, bid documents, bidding assistance, construction assistance, permitting, and survey staking.

#### **Task 4 – Survey Update Services**

This Task includes updating the current survey data to reflect any changes since the original topographic and property survey. Barge anticipates a minimum of two locations where an updated survey may be required prior to the project progressing to ROW acquisition, Tract 6, Shiloh Baptist Church property and Tract 33, the Imagine1 redevelopment. Survey update shall include new features, such as:

- Edge of shoulder, edge of pavement, driveways, buildings, breaklines
- Septic tanks, field lines
- Drainage structures
- Fence lines
- Handicap ramps and sidewalks
- Survey tasks related to geotechnical work including:
  - Survey of boring and asphalt cores (36 locations):
  - 22 boring locations, 10 pavement core locations along Pleasant Grove, and 4 total on the side roads
- Deliverables will be prepared in Microstation and Geopak
- Survey to be datum adjusted and tied to the TDOT Central Pike Interchange project

Property Owner contact includes:

- Contact property owner and/or occupants and deliver letter describing the project and purpose of the survey prior to beginning work on the project. If the owners are not occupants, send certified letter to the owner.
- Discuss property lines/comers, field lines, septic tanks, underground tanks, wells, and other unusual features with the owner. Record conversation with property owner, record on contact form and make sketch of septic tank, field lines, wells, property comers, and other features. Flag existing property corners and ROW monuments

#### **Task 5 – Geotechnical Services**

This task will consist of exploration of the subsurface soil conditions and pavement conditions within the planned roadway improvement areas. A detailed description of the work and fee breakdown are provided in Attachment B.

#### **Task 6 – Utility Coordination**

This task will consist of working with utility owners to identify conflicts and to establish relocation requirements. During this task, Barge will:

- Make initial contact with utility owners to identify/verify location and service information.
- Prepare notices and agenda for utility coordination meeting.
- Lead one utility coordination meeting at Final Preliminary Plans.
- Identify and help to resolve potential utility conflicts.



- Prepare and distribute utility coordination meeting minutes.
- Begin preparation of the Utility Certification package up to final ROW plans. Final Utility Certification package to be prepared and delivered to TDOT Local Programs as Additional Services once ROW phase has received Notice to Proceed.

### **Task 7 – Preliminary Plans**

Preliminary Plans shall be developed in compliance with the Tennessee Department of Transportation's Design Guidelines, the Local Government Guidelines Manual, and TDOT's roadway design standards and criteria. Initially, Preliminary Plans will be developed only to the extent required to support the NEPA document. After the design notice to proceed is issued, final Preliminary Plans will be delivered in compliance with TDOT's Preliminary Plans Submittal checklist. Other activities included in this task include:

- Addressing review comments provided by TDOT and the City.
- Preparation of preliminary estimated roadway quantities.
- Preparation of Opinion of Probable Construction Cost (OPCC) based on the estimated quantities and latest TDOT unit cost reports.

Design and early plans production were initiated by a previous consultant. Assumptions:

- The City will provide Barge all files related to this design and for use by Barge.
- The previous design was sound and completed to a point where Barge can perform a cursory review to further, and complete, the design to produce the plans.

### **Task 7A – Traffic Analysis**

#### **Existing Conditions and Data Collection**

- Barge intends on utilizing the previously obtained turning movement traffic counts (TMC) collected during peak hours at the following intersections:
  - Pleasant Grove Road at Old Pleasant Grove Road
  - Pleasant Grove Road at Triple Crown Parkway / Burton Place
  - Pleasant Grove Road at Central Pike
- Review Tennessee Department of Transportation (TDOT) historical count data
  - Review growth rate using TDOT Count data for Design Year
  - Review Design Year traffic volumes for three study intersections

Operational Analysis (Synchro 11 software will be used for intersection modeling and HCM analysis of signalized and stop controlled intersections, and Sidra will be used for roundabout analysis.)

- Analyze traffic volumes for AM&PM peak hour for existing conditions of the three study intersections listed below:
  - Pleasant Grove Road at Old Pleasant Grove Road
  - Pleasant Grove Road at Triple Crown Parkway / Burton Place
  - Pleasant Grove Road at Central Pike
- Analyze No-build conditions for AM&PM peak hours using the Design Year volumes
- Analyze Build conditions for AM&PM peak hour using the Design Year Volumes and existing traffic control
- Analyze Build conditions for AM&PM peak hour using the Design Year Volumes and the following traffic control:
  - Pleasant Grove Road at Old Pleasant Grove Road - signalized
  - Pleasant Grove Road at Triple Crown Parkway / Burton Place - RAB
  - Pleasant Grove Road at Central Pike – stop controlled

Deliverables:

- Barge will provide a traffic memo summarizing the traffic operation analysis outlined above and will submit the analysis to the City
- If requested, Barge will submit the traffic memo to TDOT

**Task 7B – Traffic Design**

Utilizing the base survey provided by the City, Barge will prepare plans for the traffic signal layout at the intersection Old Pleasant Grove Road at Pleasant Grove Road. Barge will conduct a site review prior to the signal design to identify utility issues overhead and underground and locate signal poles and traffic signal cabinet. The design elements required as part of the plan set include locating signal poles, determining mast arm lengths, determining signal head locations, locating traffic controller cabinet, detection, conduit and pull boxes placement, and traffic signal cable routing. Pedestrian signals with appropriate pushbuttons and signage will be part of the design along with pedestrian ramps and sidewalk upgrades. Additional signs and pavement markings will be included on all approaches to the intersection.

Signal Plans will include standard drawings, signal notes, estimated quantities, signal layout, and signal details. Design tasks include:

Traffic Signal Design

- Plan sheet preparation
- Base Sheet Layout/Update
- Field Site Review
- Review utility locations and issues
- Identify service point drop.
- Overhead utility locations and identify issues.
- Identify underground utilities issues (i.e. Water, Gas)
- Prepare ROW plans Signal plan set:
  - Signal pole placement and data tables
  - Controller cabinet placement
  - Signal head and Cabling design
  - Phasing diagrams
  - Detection layout and assignments
  - Conduit/pull box layout.
  - Intersection Sign and Markings Per MUTCD requirements
  - Street name and regulatory signage layout
  - Stop bar, channelization striping, lineage striping, turn lane arrows, layout verification
  - Communication design for connection to existing infrastructure as needed
  - Quantities
- ROW Plans review
  - Barge will update plans per City's comments.
- Final Signal plans will be authorized under Additional Services at a future date.

Barge will coordinate with TDOT throughout the design to obtain proper approvals of the signal design.

Deliverables:

- Field Review Meeting Minutes
- 60% Traffic Signal Plan Set (PDF)

### **Task 8 – ROW Plans**

ROW Plans shall be developed in compliance with Tennessee Department of Transportation's Design Guidelines, the Local Government Guidelines Manual, and TDOT's roadway design standards and criteria. Upon Notice to Proceed, ROW Plans will be developed in accordance with TDOT's ROW Plans Submittal checklist. Other activities included in this Task include:

- Quality review to check design, constructability, and drafting of the plans.
- Addressing review comments provided by TDOT.
- Update of estimated roadway quantities.
- Prepare OPCC based on estimated quantities and latest TDOT unit cost reports.

### **III. Additional Services**

Barge expects that some additional work may need to be completed above and beyond what is listed in the tasks outlined in Section II. Notable additional services are provided below.

- Environmental Technical Studies
  - Public Involvement Activities
  - Conceptual Stage Relocation Plan
  - Detailed Floodplain Analysis
  - Farmland Coordination and Farmland Analysis
  - Section 4(f) and Section 6(f) Documentation
  - Phase II Archaeological Survey and Phase III Testing
  - Phase I or Phase II Environmental Site Assessments and Asbestos Containing Materials Surveys
  - Detailed Environmental Justice Analysis
  - Title Searches
  - Additional coordination with TDOT and/or the Tennessee State Historic Preservation Office (TN-SHPO) or if additional historic architecture documentation is needed past the preparation of the Section 106 Historic Architecture Resources Survey previously mentioned.
  - Archaeology
    - Phase II Testing
    - Memorandum of Agreement to confirm agreed upon mitigation measures for the Build Alternative.
    - Phase III work, data recovery.
  - Hazardous Materials
    - It is assumed that no Phase I Environmental Site Assessment (ESA), Phase II ESA, or Asbestos Containing Materials (ACM) surveys will be conducted as part of this proposed scope of services.
- Permitting
- Legal Descriptions and ROW Exhibits
- ROW Acquisition Services
  - Appraisals, Appraisal Review, Negotiations, Acquisition Management
  - Proposed ROW and easement staking
- ROW Public Meeting
- Construction Plans Development
- Landscape Architecture
- Final Signal Plans
- Lighting
- Preparation of Bid Documents
- Construction Administration
- Construction Support Services

#### **IV. Project Understandings and Assumptions**

Barge will provide the above-noted services based upon a given set of assumptions. These assumptions are as follows:

1. Barge will have access to the site and adjoining areas, as required.
2. Permit, recording fees, etc., are to be paid by the City.
3. Two sets of plans will be produced: Developer Plans, and Pleasant Grove Road.
4. One set of Preliminary and Final ROW Plans will be produced.
5. Electrical service, internet, gas, sanitary sewer, water, and communication services utility services will be designed by others.
6. Schedule is dependent upon the timely receipt of critical information and timely response from TDOT, FHWA, and other regulatory agencies.
7. Any easements for utilities or other site requirements are assumed by others.

In providing an Opinion of Probable Construction Cost (OPCC), the City understands that Barge has no control over the cost or availability of labor, equipment materials, over-market conditions, or the Contractor's method of pricing, and that Barge's OPCC are made on the basis of Barge's professional judgment and experience. Barge makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Barge's OPCC.

#### **V. Time of Performance**

Barge is prepared to begin work within two (2) weeks upon receipt of a signed professional services agreement or written authorization to proceed. For planning purposes, Barge has prepared a preliminary schedule for the project, provided as Attachment C. Barge and City are aware that many factors outside Barge's control may affect Barge's ability to complete the services to be provided under this Agreement. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

#### **VI. City Responsibilities**

Barge strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the City and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. Provide information as required to support development of Barge's scope, as required in the project agreement for services.
- B. Provide review comments in a timely manner.
- C. Provide single point of contact for project coordination purposes.
- D. Coordination of public meetings, including public announcements/invitations, providing meeting space, public information, and associated expenses will be provided by City.

#### **VII. Deliverables**

Several deliverables will be produced as part of the basic professional services. The following is a list of documents that will be produced as a part of this effort.

- A. NEPA Document and associated Environmental Studies
- B. Final Developer Construction Plans
- C. Survey Update
- D. Geotechnical Report
- E. Draft utility Coordination Document
- F. Preliminary Plans
- G. ROW Plans

## VIII. Compensation

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below.

**Fee Summary Table**

<b>Items</b>	<b>Fee Type</b>	<b>Fee Amount</b>
Task 1: Project Management	Lump Sum	<b>\$62,222</b>
Task 2: NEPA	Lump Sum	<b>\$118,373</b>
Air and Noise Subconsultant	Included in Task 2	\$13,387
Ecology Subconsultant	Included in Task 2	\$38,350
Cultural Resources Subconsultant	Included in Task 2	\$27,186
Task 3: Developer Construction Plans	Lump Sum	<b>\$76,198</b>
Task 4: Survey Update Services	Lump Sum	<b>\$7,947</b>
Task 5: Geotechnical Services	Lump Sum	<b>\$38,000</b>
Task 6: Utility Coordination	Lump Sum	<b>\$6,632</b>
Task 7: Preliminary Plans	Lump Sum	<b>\$203,462</b>
Task 8: ROW Plans	Lump Sum	<b>\$185,206</b>
<b>TOTAL</b>	<b>LS</b>	<b>\$698,040</b>

The fees provided above are valid up to three (3) months from the date of this proposal.

## Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Barge and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Barge and/or the design team verify all information prior to our initiation of field exploration activities.

### Planned Construction

Item	Description
<b>Information Provided</b>	<p>Information provided by email communications between Mr. Rast of Barge to Mr. John Agee and Mr. Eric Conway of Terracon.</p> <p>An in-person meeting with the City of Mt. Juliet and Barge was attended by Mr. Conway on October 17, 2023.</p> <p>Information provided included a planned realignment and widening of Pleasant Grove Road in Mt. Juliet.</p>
<b>Project Description</b>	<p>The total project will include the realignment and widening of Pleasant Grove Road. A new round about is planned at the intersection of Pleasant Grove Road and Triple Crown Pkwy. The total project length is approximately 8,400 linear feet.</p>
<b>Grading/Slopes</b>	<p>Up to 5 feet of cut/fill may be required to develop final grades.</p>
<b>Below-Grade Structures</b>	<p>None planned at this time but depending on final design some box culverts may be constructed.</p>
<b>Free-Standing Retaining Walls</b>	<p>None anticipated at this time</p>
<b>Pavements</b>	<p>Flexible Pavement Design and construction based on the City of Mt. Juliet's standard pavement section. Detailed pavement design is not a part of our scope of services.</p> <p>We have not been provided with traffic loading information at this time.</p>

## Site Location and Anticipated Conditions

Item	Description
<b>Parcel Information</b>	The project is located starting at approximately the intersection of Pleasant Grove Road and Old Pleasant Grove Road and continuing west, then south approximately 8,400 linear feet, ending at Central Pike. The project is in Mt. Juliet, Tennessee. (See Exhibit D)
<b>Existing Improvements</b>	Existing Asphalt Road Farmland/agricultural use
<b>Current Ground Cover</b>	Asphalt pavement Grassy with Mature trees along alignment
<b>Existing Topography</b>	Existing roadway grades vary from approximately 585 to 680 feet. Grades along the new alignment and widening are similar to the existing roadway grades.
<b>Site Access</b>	<p>We expect the site, and all exploration locations, are accessible with our track/ATV-mounted drilling equipment and support vehicles.</p> <p>We understand that the current landowners are aware of the project and the ROW access has been confirmed. We will coordinate with Barge and existing landowners prior to entering any property.</p> <p>Hand clearing of small trees and brush may be required for boring location access. Borings will be offset within tolerable distances to readily accessible areas of the alignment. Clearing access for boring locations is not included in our scope of services.</p>
<b>Expected Subsurface Conditions</b>	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions generally consist of 10 to 15 feet of lean clay overlying limestone bedrock. Some fill may also be present at the site due to historical grading.

## Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

Based on input provided by Barge, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program which is anticipated to be completed within 1 to 2 weeks of on-site activities.

Number of Exploration Points	Planned Exploration Depth (feet) <sup>1</sup>	Planned Location <sup>2</sup>
22	10 – 20	Roadway Alignment
14	5	Existing Pavement Cores and Drilling

1. Borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations will be determined when the alignment and cross sections are provided to us.

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map or most recent Google Earth TM or GIS imagery to assist in determining site elevations. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested. Regardless of the methods used, Terracon is not a licensed surveyor so these should be considered approximate unless survey control is necessary/performed.

**Subsurface Exploration Procedures:** We will advance borings with a track/ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.



Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

We will perform up to 14 pavement cores to determine the existing pavement and subgrade. We sample up to 5 feet below the existing grades and collect 2 samples at each pavement core location.

**Property Disturbance:** Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping and/or crops. We have included in our scope of services, budget for minor site restoration, such as smoothing, seeding, and strawing of ruts left by our equipment. Replacement of sod or other landscaping or removal of felled trees is not included.

We will backfill borings with auger cuttings and/or bentonite pellets upon completion. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled by others, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

## Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Tennessee 811. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate these services by forwarding the additional scope and corresponding fee to our client for approval.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities. These services are only intended to help with identifying near surface conflicts within an approximate 10-foot radius of our boring/exploration points and not for complete scanning of the entire site/property.

**Site Access:** Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

**Traffic Control:** For the work scope of this proposal, we have budgeted for up to 3 days subcontracting traffic control services (signage and flagman) during our drilling activities. This proposal is based on the assumption that one traffic lane can be closed temporarily within a hundred feet (+/-) of our drill rig during our drilling activities. Alternatively, others could provide all required traffic control as a cost savings measure.

## Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Atterberg limits
- Grain size analysis

- Moisture-density relationship
- California Bearing Ratio (CBR)

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

## Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Earthwork recommendations including site/subgrade preparation
- Recommended pavement options and design parameters

In addition to an emailed report, your project will also be delivered using **Terracon Compass (Compass)**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of Compass. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

## Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made.

## Exhibit C - Compensation and Project Schedule

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee <sup>2</sup>
Subsurface Exploration <sup>1</sup> , Laboratory Testing, Geotechnical Consulting and Reporting	\$34,500
Subcontracted Traffic Control (up to 3 days)	\$3,500
<b>Total</b>	<b>\$38,000</b>

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of \$1,500 would be invoiced for rig mob/demob in addition to drilling fee. A drill crew standby rate of \$300 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 business days from the date of the proposal.

If additional services are requested, the following fees would apply or see attached Exhibits for additional information:

Additional Task	Lump Sum Fee <sup>1</sup>	Initial for Approval
Review of Plans and Specs	\$500	
Limited Path Clearing	Fee TBD	
Subcontracted Private Utility Clearance <sup>2</sup>	Fee TBD	

Additional Task	Lump Sum Fee <sup>1</sup>	Initial for Approval
<ol style="list-style-type: none"> <li>Proposed fees noted above are effective for 90 business days from the date of the proposal.</li> <li>If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities. These services are only intended to help with locating potential near surface utility conflicts within a 10-foot radius of our proposed borings.</li> </ol>		

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing crops. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services. If borings are performed when crops are planted, a crop damage agreement should be established between the Client and crop owner prior to subsurface exploration.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. This includes final and any progress invoices as work progresses. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

## Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, resources, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

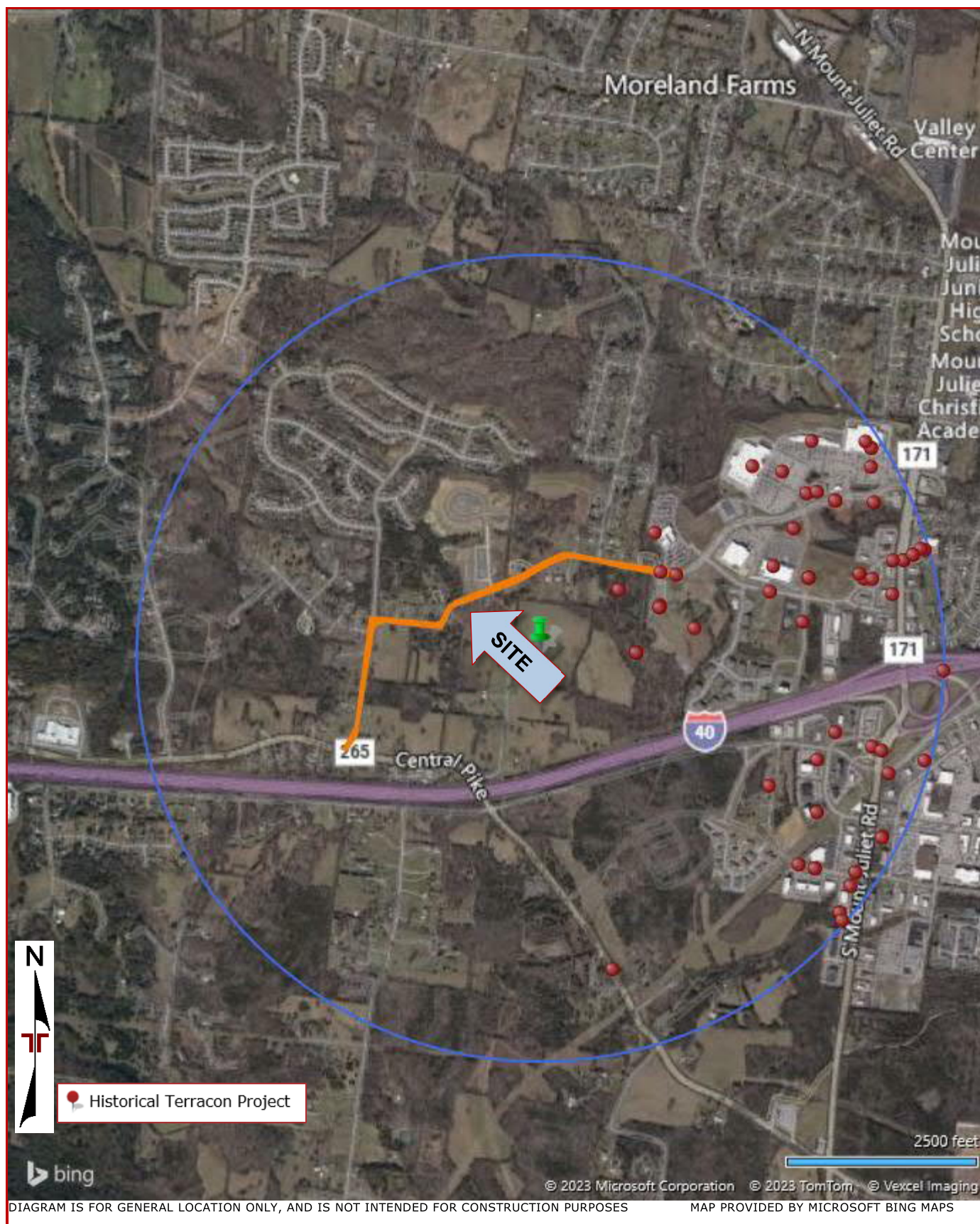
Delivery on Compass	Schedule <sup>1, 2</sup>
Kickoff Call with Client	5 business days after notice to proceed

Delivery on Compass	Schedule <sup>1, 2</sup>
Site Characterization	15 business days after completion of field exploration program
Geotechnical Engineering	20 business days after completion of field program
Final Report Deliverable	8 to 9 weeks following NTP

1. Upon receipt of your notice to proceed we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.



## Exhibit D – Site Location





## Pleasant Grove Road Widening

ID	Task Name	Duration	Start	Finish	Qtr 1, 2024 Jan	Qtr 2, 2024 Feb	Qtr 3, 2024 Mar	Qtr 4, 2024 Apr	Qtr 1, 2025 May	Qtr 2, 2025 Jun	Qtr 3, 2025 Jul
1	<b>OVERALL DURATION</b> <b>NTP TO ROW PLANS</b> <b>Notice to Proceed</b> <b>NEPA</b>	389 days	Mon 1/8/24	Thu 7/3/25							
2		389 days	Mon 1/8/24	Thu 7/3/25							
3		0 days	Mon 1/8/24	Mon 1/8/24							
4		204 days	Mon 1/8/24	Thu 10/17/24							
5	Initial Environmental Coordination with TDOT	2 days	Mon 1/8/24	Tue 1/9/24							
6	Prepare responses to TDOT Section 106 comments	5 days	Wed 1/10/24	Tue 1/16/24							
7	Submit updated Section 106 document to TDOT	2 days	Wed 1/17/24	Thu 1/18/24							
8	TDOT Additional Studies	120 days	Fri 1/19/24	Thu 7/4/24							
9	Prepare Environmental Document	10 days	Fri 7/5/24	Thu 7/18/24							
10	TDOT Review	14 days	Fri 7/19/24	Wed 8/7/24							
11	Address TDOT Review Comments	10 days	Thu 8/8/24	Wed 8/21/24							
12	FHWA Review	21 days	Thu 8/22/24	Thu 9/19/24							
13	Address FHWA Review Comments	10 days	Fri 9/20/24	Thu 10/3/24							
14	TDOT Notice of Approved Final Environmental Document	10 days	Fri 10/4/24	Thu 10/17/24							
15	PRELIMINARY PLANS	180 days	Fri 7/12/24	Thu 3/20/25							
16	NTP for DESIGN	10 days	Fri 10/18/24	Thu 10/31/24							
17	Utility Coordination	100 days	Fri 11/1/24	Thu 3/20/25							
18	Development of Preliminary Design and Plans	80 days	Fri 7/12/24	Thu 10/31/24							
19	QC of Preliminary Plans and Recovery	15 days	Fri 11/1/24	Thu 11/21/24							
20	City Review of Preliminary Plans	5 days	Fri 11/22/24	Thu 11/28/24							
21	LPDO Preliminary Plans Review	10 days	Fri 11/29/24	Thu 12/12/24							
22	Finalize Preliminary Plans	10 days	Fri 12/13/24	Thu 12/26/24							
23	ROW PLANS	135 days	Fri 12/27/24	Thu 7/3/25							
24	Development of ROW Plans	80 days	Fri 12/27/24	Thu 4/17/25							
25	QC of ROW Plans and Recovery	15 days	Fri 4/18/25	Thu 5/8/25							
26	City Review of ROW Plans	5 days	Fri 5/9/25	Thu 5/15/25							
27	Finalize ROW Plans	15 days	Fri 5/16/25	Thu 6/5/25							
28	LPDO Preliminary Plans Review	10 days	Fri 6/6/25	Thu 6/19/25							
29	Develop Final ROW Plans	10 days	Fri 6/20/25	Thu 7/3/25							

[illegible]



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0492

**Agenda Date:** 1/22/2024

**Agenda #:** B.

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**Title:**

**RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CENTRAL PIKE WIDENING, PHASE 1 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

## **RESOLUTION \_\_-2024**

### **RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CENTRAL PIKE WIDENING, PHASE 1 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

**WHEREAS**, the City of Mt. Juliet seeks to improve roadway safety and capacity within the City; and

**WHEREAS**, the City of Mt. Juliet seeks to widen Central Pike to a 4-lane median divided roadway from Providence Parkway to S. Mt. Juliet Road; 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 \_-2024**

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. Luckett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
Attorney

## **RESOLUTION \_\_-2024**

### **RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE TENNESSEE DEPARTMENT OF TRANSPORTATION (TDOT) FOR THE CENTRAL PIKE WIDENING, PHASE 1 PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

#### **Executive Summary**

- The project: This project consists of widening Central Pike from 2 lanes to a 4 lane, median divided roadway with multi-use paths on each side from Providence Parkway to S. Mt. Juliet Road.
- 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 management of the project.
- Funding: Funding is already budgeted for the design of this project. The design is already underway.
- 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  
BUREAU OF PLANNING  
LOCAL PROGRAMS DEVELOPMENT OFFICE  
SUITE 600, JAMES K. POLK BUILDING  
505 DEADERICK STREET  
NASHVILLE, TN 37243-1402  
(615) 741-5314

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

**BILL LEE**  
GOVERNOR

December 14, 2023

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

Re: Widening of SR-265 (Central Pike) From near I-40 Interchange to near SR-171 (S. Mt. Juliet Road)  
(Phase I)  
Mount Juliet, Wilson County  
PIN: 124887.02  
Federal Project Number: N/A  
State Project Number: 95S265-L2-002  
Contract Number: 230217

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 any additional explanation. The estimated cost for your agency's share of the preliminary engineering phase oversight is \$250,000.00.

If you find the contract fully satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency and return the contract with your preliminary engineering oversight deposit of \$250,000.00 to me. Once the contract is fully executed, we will forward a copy to you for your records.

The deposit may be made either by check delivered to Matt Burcham in the Local Programs Development office at the address listed above or via deposit into the Local Government Investment Pool (LGIP) account. To deposit funds into your LGIP account please follow the attached instructions.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or [maria.hunter@tn.gov](mailto:maria.hunter@tn.gov).

Sincerely,

Lisa Dunn  
Transportation Manager 1

Attachment

## C O N T R A C T

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE TREASURY DEPARTMENT OF THE STATE OF TENNESSEE**, hereinafter referred to as the "Treasury", and \_\_\_\_\_, Tennessee, hereinafter referred to as the "Local Agency".

### W I T N E S S E T H:

**WHEREAS**, the State of Tennessee, acting through the Department of Transportation, entered into a contract with the \_\_\_\_\_, hereinafter called "Local Agency", on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, relative to providing for implementation of \_\_\_\_\_;  
\_\_\_\_\_;

**WHEREAS**, said agreement provides that the Local Agency may deposit its pro rata share of the estimated cost of the project with the Treasury for temporary investment as an alternative to furnishing the Department with said share, and the Local Agency has elected to use said alternate; and

**WHEREAS**, the Local Agency has made application to participate in the Local Government Investment Pool which has been accepted by the Treasury and has deposited its pro rata share of the estimated cost of the project by immediate credit transfer and advised the Treasury thereof and identified the account to which said deposit should be credited.

**NOW THEREFORE**, in consideration of the premises, the Treasury and the Local Agency agree as follows:

The Local Agency hereby authorizes Treasury to transfer from its Local Government Investment Pool Account (LGIP Account) relative to the above- identified project, to the account of the Department of Transportation, such amounts as said Department may request from time to time by written instructions from its Finance Director, without liability.

The Local Agency understands that no funds in its LGIP account shall be subject to withdrawal until the project is completed and the actual pro rata share of cost is determined. On completion, any surplus will be returned to the Local Agency pursuant to written instructions of said Department with an accounting of transfers made.

The Treasury will credit interest to the account which will be added to the principal and will become part of the surplus, if any, for disposition by said Department at the completion of the project. LGIP account statements will be sent to the Local Agency and said Department monthly. There will be an administrative fee charged to the Local Agency for the LGIP account at the same rate as other LGIP accounts are charged.

It is understood by the parties that the Treasury shall be responsible for the investment of aforesaid sum in accordance with the terms and conditions of the administration of the pool.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their duly authorized officials as of the date above written.

**STATE OF TENNESSEE  
TREASURY DEPARTMENT**

By:\_\_\_\_\_

NAME OF OFFICIAL WHOSE  
SIGNATURE APPEARS BELOW

\_\_\_\_\_  
(Type or Print)

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

ADDRESS:\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

COUNTY OF:\_\_\_\_\_

SIGNATURE  
OF OFFICIAL: \_\_\_\_\_



INSTRUCTIONS FOR DEPOSITING FUNDS  
FOR INVESTMENT IN LOCAL GOVERNMENT INVESTMENT POOL

Enclosed herewith you will find one (1) copy of a contract relative to investing in the Local Government Investment Pool (LGIP) administered by the State Treasury Department. These are for your use in providing evidence that the Local Agency's pro-rata share of funds for the amount set forth in the project agreement relative to the project identified in the contract have been deposited for the use of the Department of Transportation. After completing the information necessary in the body of the contract you will need to have a total of four (4) original copies signed by an authorized official. Due to the sophistication of today's copiers, signatures in ink of a color other than black will clearly mark them as original signatures and prevent possible delays. Mail two (2) copies to, Assistant Director of Investment Department, P. O. Box 198785, Nashville, TN., 37219-8785, and one (1) copy to Jennifer Herstek, Finance Administrator, Tennessee Department of Transportation, 800 James K. Polk Building, Nashville, TN 37243-0329. The remaining copy is to be retained for your file until a fully executed copy is returned by the Treasury Department. Any questions you have should be directed to **Assistant Cash Manager for LGIP Administration at (615) 532-1163**.

Please note that due to the volume of deposits, the Treasury Department will not confirm to TDOT that your deposit has been made more than once a month. To prevent delays in project development, once you have made the deposit, call the person who signed the letter transmitting this document. Give that person the account number to which you have made your deposit, the amount of your deposit and the date on which you submitted it.

**Agreement Number: 230217**  
**Project Identification Number: 124887.02**  
**Federal Project Number: N/A**

**State Project Number: 95S265-L2-002**

**State of Tennessee Department of Transportation**

## **LOCAL AGENCY PROJECT AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF MOUNT JULIET (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"SR-265 (Central Pike) From near I-40 Interchange to near SR-171 (S. Mt. Juliet Road)  
(Phase I)"

### **A. PURPOSE OF AGREEMENT**

#### **A.1 Purpose:**

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

#### **A.2 Modifications and Additions:**

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

### **B. ACCOMPLISHMENT OF PROJECT**

#### **B.1 General Requirements:**

- a)

	<b>Responsible Party</b>	<b>Funding Provided by Agency or Project.</b>
Environmental Clearance by:	<b>Agency</b>	<b>Agency</b>
Preliminary Engineering by:	<b>Agency</b>	<b>Agency</b>

Right-of-Way by:	<b>Department</b>	<b>Agency</b>
Utility Coordination by:	<b>Department</b>	<b>Project</b>
Construction by:	<b>Department</b>	<b>Project</b>

- b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.
- c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

## **B.2 Completion Date:**

- a) This Agreement shall be effective from the period beginning on the fully executed date, and ending N/A. The Agency shall provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by N/A. If the Agency does not provide the Department with the documents, certifications and clearances necessary to obtain the Department's Notice to Proceed to the Construction Phase by the aforesaid date, then the Department may terminate this Agreement. If the Agency does not complete the herein described phases of the Project within the time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. The Agency hereby acknowledges and affirms that the Department shall have no obligation for Agency services or expenditures that were not completed within this specified contract period.

## **B.3 Environmental Regulations:**

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

#### **B.4 Plans and Specifications**

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
  - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.
- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

#### **B.5 Right-of-Way**

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. 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. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, 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 at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it 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 control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

#### **B.6 Approval of the Construction Phase**

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, 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.

#### **B.7 Detours**

- a) If 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 Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

#### **B.8 Utilities**

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:
  - 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
  - 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

#### **B.9 Railroad**

- a) 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.

## **C. PAYMENT TERMS AND CONDITIONS**

### **C.1 Total Cost:**

**In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Department agrees to reimburse the Agency 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, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

### **C.2 Eligible Costs:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

### **C.3 Limits on Federal and State Participation:**

- a) 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 the Federal Highway Administration (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.



- b) 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.
- c) 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 therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

#### **C.4 Payment Methodology:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.
- c) 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.

#### **C.5 The Department's Obligations:**

**In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.**

- a) 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:

1) **Misrepresentation:**

The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**

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;

3) **Approval by Department:**

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 having been advised by the Department that same are approved;

4) **Conflict of Interests:**

There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**

The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**C.6 Final Invoices:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

**C.7 Offset:**

**In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.**

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department.

Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

### **C.8 Travel Compensation**

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the “State Comprehensive Travel Regulations,” as they are amended from time to time and subject to the Agreement Budget.

## **D. STANDARD TERMS AND CONDITIONS**

### **D.1 Governing Law:**

- a) 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 therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

### **D.2 General Compliance with Federal, State, and Local Law:**

- a) The Agency is assumed to be familiar with and 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.
- b) 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 State and/or the Department as a result of said breach.

### **D.3 State Law:**

- a) 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 to the end that the Agency may proceed as soon as possible with the Project.

**D.4 Submission of the Proceedings, Agreements, and Other Documents:**

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

**D.5 Appropriations of Funds:**

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of 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.6 Rights and Remedies Not Waived:**

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of 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.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

**D.7 Department and Agency Not Obligated to Third Parties:**

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

**D.8 Independent Contractor:**

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this 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.

- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

#### **D.9 Maintenance:**

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.
- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

#### **D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:**

**In the event that the herein-described project is funded with federal funds, the following shall apply:**

- a) **DBE Policy:**  
It is the policy of the Department that 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.
- b) **DBE Obligation:**  
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, all recipients and 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 Department-assisted agreements.

**D.11 Tennessee Department of Transportation Debarment and Suspension:**

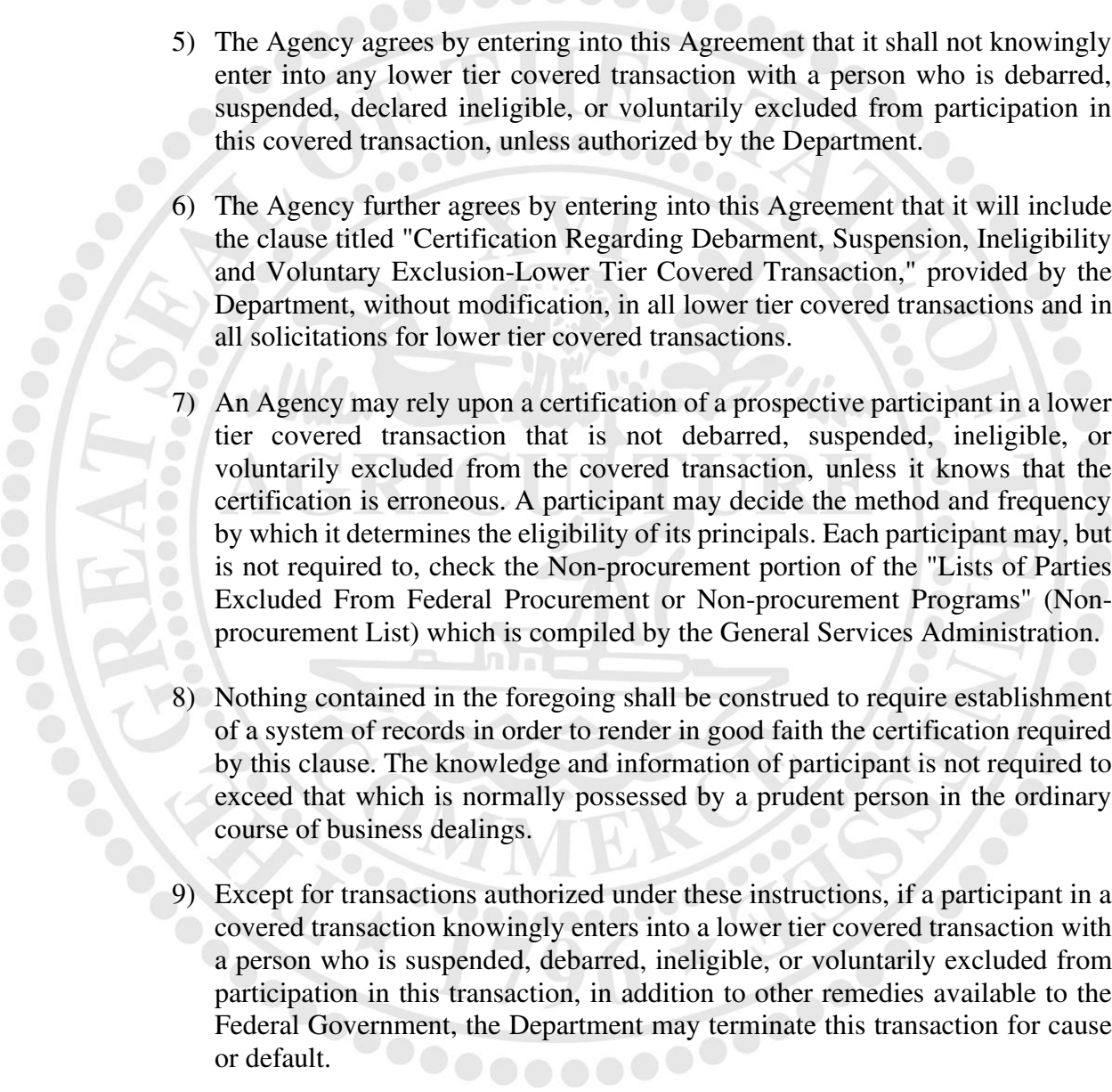
- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation 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.

**D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):**

- a) **Instructions for Certification - Primary Covered Transactions:**

**By signing and submitting this Agreement, the Agency is providing the certification set out below.**

- 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.
- 5) 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.

**D.13 Equal Employment Opportunity:**

- a) 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.
- b) The Agency shall insert the foregoing 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.

**D.14 Title VI – Civil Rights Act of 1964:**

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

**D.15 Americans with Disabilities Act of 1990 (ADA):**

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

**D.16 Conflicts of Interest:**

- a) The Agency warrants that no 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.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of its subcontracts, the following provision:
  - 1) "No 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."

**D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):**

- a) 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.18 Restrictions on Lobbying (applies to federal aid projects):**

**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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of



any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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 sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

#### **D.19 Records:**

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

#### **D.20 Inspection:**

- a) 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 Federal Highway Administration 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.
- b) 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.

#### **D.21 Annual Report and Audit:**

- a) In the event that an 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.
- b) 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.
- c) 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.22 Termination for Convenience:**

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of 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 service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**D.23 Termination for Cause:**

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, 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.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (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.
- c) 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.24 How Agreement is Affected by Provisions Being Held Invalid:**

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**D.25 Agreement Format:**

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

#### **D.26 Certification Regarding Third Party Contracts:**

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it 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) The Agency further certifies by its signature hereunder that it 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) The Agency hereby 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.

#### **D.27 Amendment:**

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

#### **D.28 State Liability:**

- a) The Department shall have no liability except as specifically provided in this Agreement.

#### **D.29 Force Majeure:**

- a) 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, acts of God, riots, wars, strikes, epidemics or any other similar cause.

#### **D.30 Required Approvals:**

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

#### **D.31 Estimated Cost:**

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

**D.32 Third Party Liability:**

- a) 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.

**D.33 Deposits:**

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

**D.34 Department Activities:**

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

**D.35 Congestion Mitigation and Air Quality Requirement:**

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
  - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

**D.36 Investment of Public Funds:**

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

<b>Amount</b>		<b>Open to Public and Vehicular Traffic</b>
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

**D.37 Federal Funding Accountability and Transparency Act:**

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

**CITY OF MOUNT JULIET**

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**Signature:**

**Email:** jmaness@mtjuliet-tn.gov

**B**

**Signature:**

**Email:** TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO  
FORM AND LEGALITY**

**APPROVED AS TO  
FORM AND LEGALITY**

**Signature:**

**Email:** gmarchetti@tpmblaw.com

**B**

**Signature:**

**Email:** TDOT.Legal.Attorneys@tn.gov

**Signature:**

**Email:** Daniel.Pallme@tn.gov



## EXHIBIT “A”

**AGREEMENT #: 230217**

**PROJECT IDENTIFICATION #: 124887.02**

**FEDERAL PROJECT #: N/A**

**STATE PROJECT #: 95S265-L2-002**

**PROJECT DESCRIPTION:** SR-265 (Central Pike) From near I-40 Overpass to near SR-171 (S. Mt. Juliet Road) (Phase I)

**CHANGE IN COST:** Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

**TYPE OF WORK:** Widen

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	LOCALS	0%	0%	100%	\$500,000.00
TDOT ES	LOCALS	0%	0%	100%	\$250,000.00
PE-DESIGN	LOCALS	0%	0%	100%	\$1,000,000.00
RIGHT-OF-WAY	LOCALS	0%	0%	100%	\$2,000,000.00
CONSTRUCTION	TBD	tbd	tbd	tbd	\$33,000,000.00

**INELIGIBLE COST:** If the Project includes any federal funds, than one hundred percent (100%) of the actual cost will be paid from Agency funds if any Projects costs are at any time deemed ineligible costs for federal funding by the Federal Highway Administration.

**LEGISLATIVE AUTHORITY:** N/A

**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.





# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0493

**Agenda Date:** 1/22/2024

**Agenda #:** C.

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**Title:**

**A RESOLUTION DECLARING CITY OF MT. JULIET FIRE DEPARTMENT  
PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION**

## **RESOLUTION -2024**

### **A RESOLUTION DECLARING CITY OF MT. JULIET FIRE DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION**

**WHEREAS**, the City of Mt. Juliet Fire Department has certain property that exceeds the needs of the department; and

**WHEREAS**, the property is identified as a 2008 Ford Crown Victoria police vehicle with VIN #2FAFP71V68X140484 having mileage with approximately 150,000 miles; and

**WHEREAS**, the department has purchased replacement vehicles; and

**WHEREAS**, the department has removed the 2008 car from service and request it be sold as surplus.

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

1. The property listed is hereby declared to be surplus property.
2. The property shall be listed on the Auction site GovDeals for sale to the highest bidder.
3. The City Finance Director is empowered to execute the documents required to affect the resolution.
4. In the event of no bids, the property may be sold as scrap, donated, or discarded as trash.

**FIRST READING:**

**PASSED:**

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James Maness, Mayor

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Kenneth D. Martin, City Manager

ATTEST:

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Sheila Luckett, MMC  
City Recorder

APPROVED AS TO FORM:

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L. Gino Marchetti, Jr.  
City Attorney

## Executive Summary

### Resolution -2024

#### A RESOLUTION DECLARING CITY OF MT. JULIET FIRE DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION

The following vehicle is considered surplus to the Fire Department needs. This vehicle has served the police department and the fire department well, but because of its age and mileage it has served its earthly purpose. The department has purchased a replacement vehicle in 2023. The department requests that it be declared surplus and sold on GovDeals.

Description: 2008 Ford Crown Victoria 4DR

VIN #2FAFP71V68X140484 TITLE #771484103





# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 0498

**Agenda Date:** 1/22/2024

**Agenda #:** D.

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**Title:**

**RESOLUTION EXPRESSING OFFICIAL INTENT THAT CERTAIN EXPENDITURES TO BE  
INCURRED IN CONNECTION WITH CERTAIN PUBLIC SAFETY PROJECTS AND RELATED  
EXPENDITURES BE REIMBURSED FROM PROCEEDS OF NOTES, BONDS, OR OTHER  
INDEBTEDNESS TO BE ISSUED BY THE CITY OF MT. JULIET, TENNESSEE**

## **RESOLUTION**

### **RESOLUTION EXPRESSING OFFICIAL INTENT THAT CERTAIN EXPENDITURES TO BE INCURRED IN CONNECTION WITH CERTAIN PUBLIC SAFETY PROJECTS AND RELATED EXPENDITURES BE REIMBURSED FROM PROCEEDS OF NOTES, BONDS, OR OTHER INDEBTEDNESS TO BE ISSUED BY THE CITY OF MT. JULIET, TENNESSEE**

**WHEREAS**, the City of Mt. Juliet, Tennessee (the “City”), is in the process of causing certain capital expenditures to be made with respect to certain public safety projects, consisting of acquisition of property and facilities and equipment including but not necessarily limited to planning, design, engineering, and architectural expenses for the construction of a new police headquarters and station and the constructing and equipping of the City’s new fire hall to be located at 4730 Old Lebanon Dirt Rd, Mt. Juliet, Tennessee or other public works facilities identified in the City’s capital improvement plan; construction of improvements to city streets and roads including but not necessarily limited to appraisal, design, engineering, consulting expenses, right of way acquisition, and all utilities appurtenant thereto (the “Project”); and,

**WHEREAS**, the Board of Commissioners of the City of Mt. Juliet (the “Board of Commissioners”) desires to establish its official intent that certain expenditures related to the Project and certain other related expenditures be reimbursed out of notes, bonds, or other indebtedness to be issued in the future by the City.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS AS FOLLOWS:**

Section 1. The Board of Commissioners hereby finds and determines, as follows:

- (a) that it is in the best interest of the City to proceed immediately with the Project, thereby incurring certain capital expenditures;
- (b) that the City has certain funds available which may be used temporarily for this purpose, pending the issuance of bonds, notes, or other indebtedness of the City;
- (c) that the Board of Commissioners anticipates that the City will issue its bonds, notes, or other indebtedness for the purpose of financing the Project;
- (d) that the Board of Commissioners reasonably expects to reimburse such amounts to such fund or source from which such expenditures may be made on a temporary basis as soon as proceeds from the issuance of such bonds, notes, or other indebtedness are available; and
- (e) that this declaration of official intent is consistent with the budgetary and financial circumstances of the City.

Section 2. The Board of Commissioners hereby establishes its official intent to issue bonds, notes, or other indebtedness, in one or more emissions, to finance the costs of the Project and other related expenditures in an amount not to exceed \$30,000,000. Pending the issuance of such bonds, notes, or other indebtedness, funds necessary to finance such costs shall be advanced from such source of funds on hand and available for such purpose, and any amounts so advanced shall be reimbursed from the proceeds of the tax-exempt bonds, notes, or other indebtedness when issued. To the extent applicable and necessary in adopting this Resolution, the Board of Commissioners intends to evidence its “official intent” to reimburse Project expenditures with proceeds from the issuance of the tax-exempt obligations within the meaning of Treasury Regulations Section 1.150-2 promulgated by the Internal Revenue Service pursuant to the Internal Revenue Code of 1986, as amended (the “Code”), to the extent such expenditures are reimbursable under the Code.

Section 3. The City will comply with the applicable State or local laws governing the public availability of records relating to its official acts with respect to this Resolution.

Section 4. All actions of the officers, agents, and employees of the City that are in conformity with the purposes and intent of this Resolution whether taken before or after the adoption hereof, are hereby ratified, confirmed, and adopted.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

**FIRST READING:**

**PASSED:**

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James Maness, Mayor

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Kenneth D. Martin, City Manager

ATTEST:

---

Sheila Luckett, MMC  
City Recorder

APPROVED AS TO FORM:

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L. Gino Marchetti, Jr.  
City Attorney