

## **RESOLUTION 06-2025**

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

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

**WHEREAS**, The City of Mt. Juliet now understands that if it weren't for the City's \$25 million contribution to the project, the project would not have been selected and would not have made TDOT's 10-year project list;

**WHEREAS**, the City's \$25 million commitment has truly expedited the project by evidence of the project being included in TDOT's 10-year plan, which allocates construction funding for the Central Pike Interchange project in the year 2030; and

**WHEREAS**, the City of Mt. Juliet's 2023 Statewide Partnership Program application set forth stipulations for the City's monetary contribution towards the project, which are outlined below:

- The City commits to fully funding the ROW phase of the project, without any stipulations placed on the amount of funding for the ROW phase, so long as this phase does not exceed \$25 million in cost. After ROW funds are expended and the ROW phase is completed, the balance remaining of the \$25 million could be committed to the construction phase, but is subject to the conditions below.
- If the construction phase is started prior to June 30, 2027, then the city commits to funding the remaining balance of the \$25 million towards the construction phase.
- If the construction phase is started between July 1, 2027 and June 30, 2028, the city will reduce the remaining funds by 25% and commit that amount towards the construction phase.
- The remaining balance will be reduced an additional 25% for each subsequent fiscal year that construction has not started until there is no remaining balance left to commit.

**WHEREAS**, the City of Mt. Juliet Board of Commissioners wish to revise the stipulations, as outlined below, in order to prevent the project from being removed from TDOT's 10-year plan, Prior to the Mayor signing the contract amendment TDOT shall insert the stipulations, as outlined below:

- The City commits to fully funding the ROW phase of the project, without any

stipulations placed on the amount of funding for the ROW phase, so long as this phase does not exceed \$25 million in cost. After ROW funds are expended and the ROW phase is completed, the balance remaining of the \$25 million could be committed to the construction phase, but is subject to the conditions below.

- If the construction phase is started prior to June 30, 2031, then the city commits to funding the remaining balance of the \$25 million towards the construction phase.
- If the construction phase is started between July 1, 2031 and June 30, 2032, the city will reduce the remaining funds by 25% and commit that amount towards the construction phase.
- The remaining balance will be reduced an additional 25% for each subsequent fiscal year that construction has not started until there is no remaining balance left to commit.

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

Section 1. The Board of Commissioners approve the Agreement with TDOT and support the revised stipulations for the monetary contribution to the Central Pike Interchange project.

Section 2. 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 3. 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.

PASSED: 1/13/25

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James Maness, Mayor

ATTEST:

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Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

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Kenneth Martin, City Manager

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Samantha A. Burnett, City Attorney