

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") entered this _____ day of 2025, by and between the City of Mt. Juliet (the "City"), a municipal corporation chartered under the laws of the State of Tennessee and West Wilson Utility District (the "District"), a water utility district formed pursuant to the provisions of T.C.A. 7-82-101 et seq.

WITNESSETH:

Whereas, the City is in the process of developing an area at the intersection of N. Mt. Juliet Road and East Division Street. This Development is being referred to as the CITI STATION DEVELOPMENT.

Whereas the development of CITI STATION will require the District to re-locate and install a new twelve (12) inch water line approximately Five Hundred Twenty (520) ft in length along with the required appurtenances.

Whereas, the City has agreed to reimburse the District for the cost incurred by the District in the relocation, and installation of the potable water line along with required appurtenances as depicted in the design document (See Attachment A)

Now, therefore, the City and the District agree as follows:

1. **Work to be Performed.** The District agrees to provide materials, equipment, labor and professional services necessary to re-locate and install a potable water line consisting of approximately Five Hundred Twenty (520) ft of Twelve (12) inch diameter ductile iron

pipe, with the necessary valves and related appurtenances, (all of the contemplated activities being the “Work”).

2. **Scope of Work.** The City has provided for all of the necessary Easements and appropriate right-of-way so as to allow this work to take place in its entirety, that is the re-location and installation of the referenced potable waterline and appurtenances. The City has provided the plans for this project at its costs setting forth the design of this project (See Exhibit A). The District is responsible for obtaining necessary approvals from the State of Tennessee, obtain all permits necessary for the installation of the waterlines, install the waterlines and all connections and appurtenances thereto, perform the necessary work to restore the surface areas and comply with all storm water regulations until completion of the Project (all the activities contemplated above being the “Work” contemplated herein).
3. **Methods and Means.** The methods and means to be utilized in the Work shall be the responsibility of the District. The methods and means to be utilized are the sole discretion of the District.
4. **Timeline for Work.** The District anticipates that the project will take approximately four (4) weeks once it has commenced. The Parties also acknowledge that there could be unforeseen circumstances that affect this projected timeline. Both parties also acknowledge that the weather is also a factor that can affect any such time line. This time frame is premised upon the belief that no major issues with ROCK will be encountered. In the unlikely event that this were to happen both parties acknowledge that such an occurrence could cause the time estimate to increase.

- 5. Invoice for Work.** The City and the District anticipate the Project will be substantially completed within four (4) weeks of commencement of the Work, as outlined in paragraph number 4 above. Therefore, the parties anticipate there will be one (1) invoice submitted for the entire project. On completion of the Work, the District shall present to the City an itemized invoice for all costs incurred by the District in performing the Work necessary to complete the project. It is estimated the cost of the Work will be approximately Three Hundred Eighty-Three Thousand Dollars (\$383,000.00) (See June 26th 2025 Letter to Mr. Matthew White Exhibit B) However **the City will reimburse the District for all costs incurred without regard to the estimate.**
- 6. Time of Payment by City.** The City shall pay to the District within thirty (30) business days of receipt of any invoices submitted by the District such sums as reflected thereon, less any disputed amounts.
- 7. City Dispute of Invoice Items.** City shall examine the invoice and shall promptly notify the District, in writing, of any discrepancies or charges not approved by the City and the reasons for such non-approval. City shall pay in a timely manner all undisputed charges.

Upon receipt of any notice of disputed amounts, the District shall examine such notice. If the District does not acquiescence to the disputed amount, the District's General Manager, engineering representative and field superintendent shall promptly meet with the City Manager, representatives from the City Department of Public Works and field superintendent to seek resolution to the dispute.

- 8. Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Tennessee. In the event of a dispute, the parties stipulate that the Tennessee State Courts

located in Wilson County, Tennessee, are good, proper, and convenient venue and the sole tribunal in which disputes shall be resolved.

9. **Binding Agreement.** This is the binding Agreement of the parties hereto; the consideration being the mutual promises made by the parties for their mutual benefit.
10. **Separate Counsel.** Each of the parties represents that it sought and received counsel from an attorney at law in connection with this Agreement to the extent each party deemed such advice appropriate.
11. **Waiver.** The waiver by any party hereto of any breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
12. **Severability; Headings.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any of the aforementioned Courts for any reason whatsoever, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless otherwise provided herein. The arguably invalid or unenforceable provision shall be interpreted, if possible, so as to render it enforceable on a limited and reasonable basis. The headings at the beginning of sections are included herein solely for ease of reference and shall not be used in any way in the interpretation or construction of the terms of provisions of this Agreement.
13. **Construction.** The parties stipulate that this Agreement is the result of a negotiation between the parties and shall be construed as having been drafted by all parties.

Therefore, the Agreement will not be construed in favor of, or against any party or parties on the grounds of having been drafted by said party or parties.

14. Authority. The person executing this Agreement for and on behalf of each of the parties' covenants that he/she has the power to execute this Agreement for and on behalf of each party; that upon his/her execution of same, the respective party will recognize it as the act and business deed of the party and be fully bound thereby.

15. Attorney's fees and Costs. The parties agree to bear their respective attorney's fees, costs and expenses with respect to this matter. In the event of any dispute or litigation arising out of the failure to pay sums due in a timely manner, the reasonable attorney's fees of the prevailing party shall be paid by the non-prevailing party.

16. Amendment and Waiver in Writing. No provision of this Agreement can be amended or waived except by a statement in writing signed by the Party against which enforcement of the amendment or waiver is sought

17. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which put together shall constitute one and the same instrument. The telecopied signature of a Party hereto shall be considered as if it was the original thereof.

City of Mt. Juliet

West Wilson Utility District

BY: _____
MAYOR

BY: _____
GENERAL MANAGER

Approved as to form:

CITY ATTORNEY

ATTORNEY FOR DISTRICT



AFTER ACCEPTANCE OF NEW WATER LINES BY W.W.U.D., REMOVE EXISTING VALVE AND INSTALL:

- 1 - 12" PLUG
- 1 - CONCRETE BRACE

INSTALL:

- 3 - 12" 45° BENDS
- 3 - CONCRETE BRACES
- 20 LINEAR FT. OF 20" STEEL CASING

NOTES:

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF WATER SYSTEM ADDITIONS FOR THE WEST WILSON UTILITY DISTRICT DW 2020-0871.

PRIOR TO ACCEPTANCE OF THE PROPOSED WATER LINES BY WEST WILSON UTILITY DISTRICT, A WATER LINE EASEMENT SHALL BE DEDICATED TO THE WEST WILSON UTILITY DISTRICT. SAID EASEMENT SHALL BE 20' WIDE, BEING 10' EACH SIDE OF THE CENTERLINE OF THE WATER LINE.

IN ADDITION TO THE EASEMENT, A HOLD HARMLESS AGREEMENT WILL BE REQUIRED FOR ANY PAVEMENT REPAIR DUE TO WATERLINE MAINTENANCE OR REPAIR.

ALL WORK SHALL BE SCHEDULED AND COORDINATED WITH W.W.U.D.

EXISTING SERVICES TO BE RE - INSTALLED BY W.W.U.D. WITH THE DEVELOPER BEARING ALL COSTS ASSOCIATED WITH THE WORK.

CONNECT TO EXISTING 12" WATER LINE AND INSTALL:

- 1 - 12 X 12 TEE
- 3 - 12" R.W.G. VALVES AND BOXES
- 1 - 12 X 2 TAP CAP
- 1 - 2" BLOWOFF ASSEMBLY
- 5 - CONCRETE BRACES

INSTALL:

- 1 - 12 X 6 TEE
- 1 - 6" R.W.G. VALVE AND BOX
- 1 - FIRE HYDRANT ASSEMBLY (EXISTING HYDRANT TO BE RETURNED TO W.W.U.D.)
- 3 - CONCRETE BRACES

CONNECT TO EXISTING 12" WATER LINE AND INSTALL:

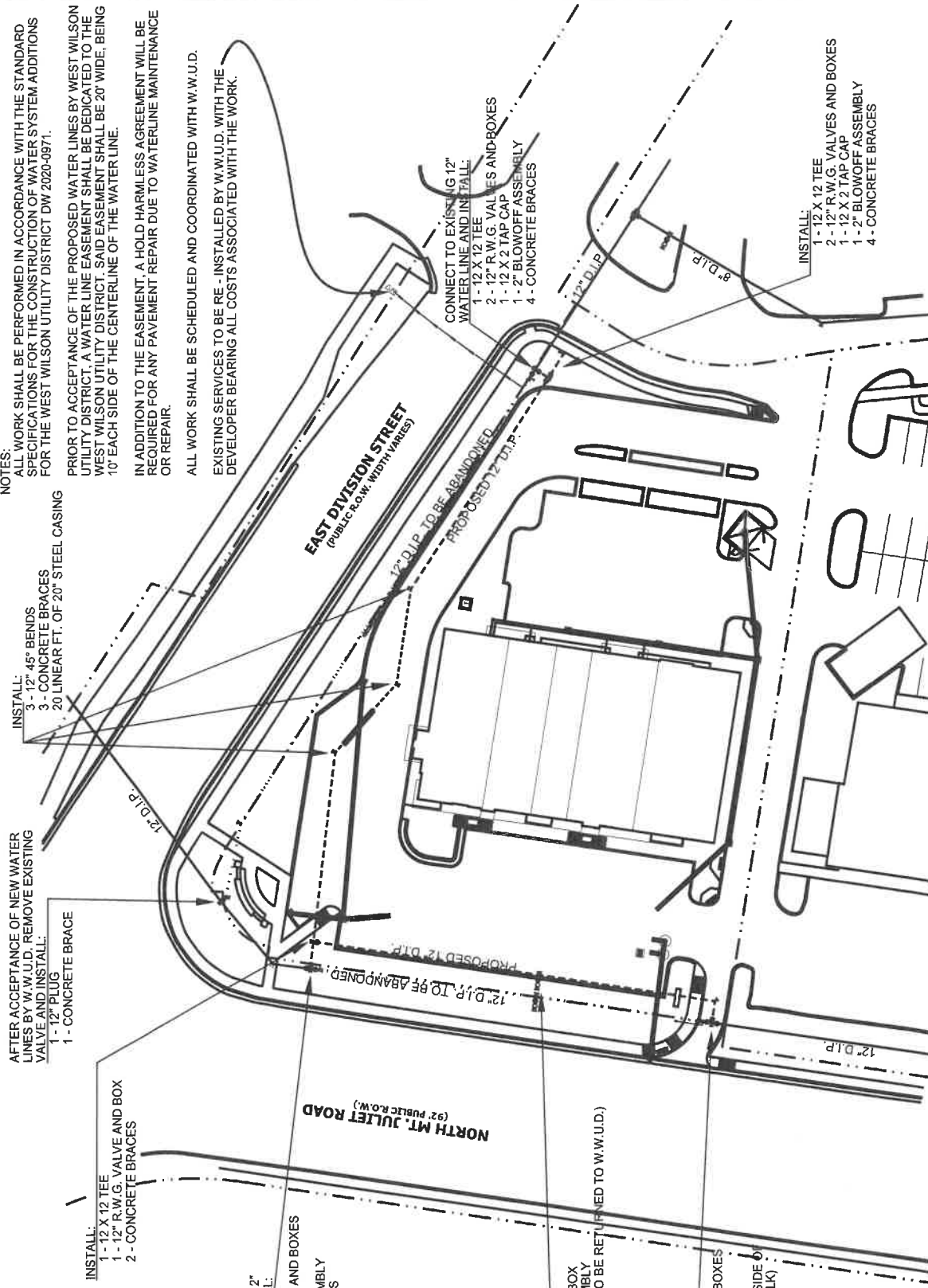
- 1 - 12 X 12 TEE
- 3 - 12" R.W.G. VALVES AND BOXES
- 1 - 12 X 2 TAP CAP
- 1 - 2" BLOWOFF ASSEMBLY (INSTALL BLOWOFF OUTSIDE OF PAVEMENT AND SIDEWALK)
- 1 - 12" 90° BEND
- 6 - CONCRETE BRACES

CONNECT TO EXISTING 12" WATER LINE AND INSTALL:

- 1 - 12 X 12 TEE
- 2 - 12" R.W.G. VALVES AND BOXES
- 1 - 12 X 2 TAP CAP
- 1 - 2" BLOWOFF ASSEMBLY
- 4 - CONCRETE BRACES

INSTALL:

- 1 - 12 X 12 TEE
- 2 - 12" R.W.G. VALVES AND BOXES
- 1 - 12 X 2 TAP CAP
- 1 - 2" BLOWOFF ASSEMBLY
- 4 - CONCRETE BRACES



WEST WILSON
UTILITY DISTRICT
WILSON COUNTY, TENNESSEE



MT. JULIET, TENNESSEE 37122
PHONE: (615) 758-5682
FREDDIE WESTON, GENERAL MANAGER

CITY STATION EXHIBIT A

DESIGN	DRAWN	CHECKED	DATE	SCALE
SBF	CAN	RSE	06/2025	N.T.S.

THE WEST WILSON UTILITY DISTRICT

P.O. BOX 97 • MT. JULIET, TENNESSEE 37121

PHONE (615) 758-5682

June 26, 2025

Matthew White, P. E.
Director of Public Works
City of Mt. Juliet
115 Clemmons Road
Mt. Juliet, TN 37122

Re: Citi Station – Water Line Relocation

Mr. White,

West Wilson Utility District has reviewed the plans for the Citi Station – Water Line Relocation and have developed an opinion of probable cost. The opinion of probable cost to provide the materials and install the water line with related necessary appurtenances is \$383,000.00. It should be noted that this opinion of probable cost does not include the removal of rock. It should also be noted that the opinion of probable cost assumes that there will be a clear and unobstructed work area along the relocation route.

Should you have any questions or comments, please contact us.

Sincerely,


WEST WILSON UTILITY DISTRICT

Freddie Weston,
General Manager

FW/ja