



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
Program Development and Project Management  
Office of Local Programs  
SUITE 600, JAMES K. POLK BUILDING  
NASHVILLE, TENNESSEE 37243-0341  
Phone: 615-741-6745 Fax: 615-741-9673  
e-mail: Beverly McClurkan@state.tn.us

February 9, 2004

The Honorable Kevin Mack  
Mayor, City of Mt. Juliet  
P. O. Box 256  
Mt. Juliet, TN 37121

RE: Improvement of Two (2) sections of State Route 171 (Mt. Juliet Road)

Section 1 From: Division Street  
To: SR-24 (Lebanon Road)  
Section 2 From: Pleasant Grove Road  
To: Providence Place Development,  
Approximately 2000  
Wilson County  
PIN: 103210.00

Dear Mayor Mack:

Enclosed, for your files, is a copy of the fully executed agreement regarding funding for the referenced project.

If you have any questions, or need additional information, please let me know.

Sincerely,

Beverly McClurkan  
Manager, Office of Local Programs

JM/cad

Enclosure

**AGREEMENT NO. 030031**  
**PROJECT IDENTIFICATION NO: 103210.00**  
**STATE AND LOCAL COOPERATION**  
**FUTURE BUDGET REQUEST**

**THIS AGREEMENT**, made and entered into by and between **THE STATE OF TENNESSEE**, acting by and through its **DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "Department" and the **CITY OF MT. JULIET**, hereinafter referred to as the "Local Government."

**WHEREAS**, the Local Government has agreed to perform and provide funding for certain phases of the project described in Section II hereof; and

**WHEREAS**, the Local Government has asked the Department to provide funding for the construction phase of the herein described project and assist in other phases of project development as described in Section III hereof;

**NOW THEREFORE**, in consideration of the benefits the here-in described project will bring to the public, it is hereby agreed by and between the parties hereto as follows:

**SECTION I:** Project Description: The Project to be performed is described as follows:

**Improvements to Two (2) Sections of State Route 171 (Mt. Juliet Road)**

**Section 1** From: Division Street To SR 24 (Lebanon Road)

**Section 2** From: Pleasant Grove Road To Providence Place Development, approximately 2000 ft. south of I-40, including improvements to the I-40 interchange and the realignment of the Belinda Parkway intersection.

**SECTION II:** The Local Government agrees to perform and provide all costs associated with the engineering design, which will include but not be limited to: survey, road, bridge and signal design, geotechnical services and environmental assessments including document preparation. The Local Government further agrees to fund and acquire all right-of-way necessary for the construction of the project including, without limitation, relocation assistance services and property management as applicable. The Local Government also agrees to clear the right-of-way of all encroachments within the project limits. The Local Government understands and agrees that it must acquire this land in accordance with all state and federal laws, rules and regulations.

**SECTION III:** The Department agrees to provide funding for construction of the entire project including the relocation of utilities.

**SECTION IV:** The Local Government agrees to comply with all applicable federal and state laws and regulations in the performance of its duties under this Agreement. The parties hereby agree that failure of the Local Government to comply with this provision shall constitute a material breach of this Agreement and subject the Local Government to the repayment of all damages suffered by the State and or the Tennessee Department of Transportation as a result of said breach.

**SECTION V:** The Local Government shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with their related equipment, wiring and other necessary appurtenances, and the Local Government shall furnish electrical current to all such devices which may be installed as part of the Project.

**SECTION VI:** The parties agree to joint or several cooperation to meet the obligations direct and indirect imposed by federal and state law and regulations including without limitation the provisions of T.C.A., Section 54-1-126, requiring the Local Government to be solely responsible for maintenance of certain facilities.

**SECTION VII:** This Agreement will be construed as terminated on prolonged inactivity of the Local Government and may be terminated by the Local Government in writing on reasonable advance notice. On termination, repayment of federal or department funds expended or committed or any unpaid costs or binding cost obligations for any of the activities managed by the Department shall be reimbursable, due and payable, as applicable, by the Local Government.

**SECTION VIII:** Records of costs shall be kept by the Department and shall be available for inspection and copying by the Local Government during normal business hours for a period not less than three (3) years following the completion or termination of the Project.

**SECTION IX:** This document constitutes the entire agreement between the parties, and is subject to future amendments, which shall be in writing and executed by the appropriate officials as indicated on the signature page of the original agreement. In addition, the parties recognize that via this Agreement, the Department has agreed to participate in a future project that is not currently included in the Department's budget. It is understood that this action is being undertaken solely to allow the Local Government to accelerate the project development, and that 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 State reserves the right to terminate the Agreement upon written notice to the Local Government. Said termination shall not be deemed a breach of this Agreement by the State. Upon such termination, the Local Government shall have no right to recover from the State any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be executed by their respective authorized officials on the 3rd day of February 2024.

**CITY OF MT. JULIET**

By: Kevin D. Mack  
Mayor

**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**  
By: Gerald F. Nicely  
Gerald F. Nicely  
Commissioner

**APPROVED AS TO FORM AND LEGALITY**

By: [Signature]  
City Attorney  
Lawrence D. Wilson

**APPROVED AS TO FORM AND LEGALITY**

By: [Signature]  
Sara Rosson  
General Counsel

**CERTIFIED FOR THE AVAILABILITY OF FUNDING**

By: [Signature]  
Neal Ham  
Director of Finance