15-8-7

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE AMENDING RESOLUTION 03-8-11 CONCERNING THE CONSUMPTION OR SALE OF ALCOHOLIC BEVERAGES ON PROPERTY OWNED BY WILSON COUNTY

WHEREAS, the Wilson County Commission has previously adopted Resolution 03-8-11 providing that no alcoholic beverages shall be consumed or sold on any property owned by Wilson County Government; and

WHEREAS, the Wilson County Commission has approved the construction of an Expo Center at the James E. Ward Agricultural Center; and

WHEREAS, the Agricultural Center Management Committee has recommended that exemptions be made to the policy for the Expo Center and for rental of the entire James E. Ward Agricultural Center except for Fiddlers Grove;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that Resolution 03-8-11 be amended to provide the following exemptions from the "No Alcohol" policy as follows:

1. The sale and/or consumption of alcoholic beverages shall be allowed at the new Wilson County Expo Center.

2. The sale and/or consumption of alcoholic beverages shall be allowed at the James E. Ward Agricultural Center provided that an organization has leased the entire James E. Ward Agricultural Center, with the exception of Fiddlers Grove. A lease or rental of only a part of the James E. Ward Agricultural Center will not qualify for the exemption granted by this resolution.

BE IT FURTHER RESOLVED that these exemptions shall be effective only after the Agricultural Center Management Committee has adopted rules and regulations governing the sale and/or consumption of alcohol for these exemptions.

BE IT FURTHER RESOLVED that Resolution 03-8-11 shall remain in effect for all other properties owned by Wilson County.

_____
SPONSOR

RECOMMENDED FOR APPROVAL:
AG CENTER MANAGEMENT COMMITTEE
August 3, 2015
11-0

15-8-8

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE APPROVING A LEASE PURCHASE AGREEMENT ON BEHALF OF THE WILSON COUNTY BOARD OF EDUCATION

WHEREAS, under the provisions of Sections 7-51-901, et seq.,Tennessee Code Annotated, as amended, counties in Tennessee are authorized to enter into lease-purchase agreements for capital improvement property as defined therein; and

WHEREAS, the Board of Commissioners (the "Board") of Wilson County, Tennessee (the "County"), upon request of the Wilson County Board of Education (the "School Board"), has determined that it is necessary and desirable to enter into a lease-purchase agreement for the lease-purchase of lighting, HVAC, and water conservation equipment which constitutes capital improvement property (the "Property") for County school buildings; and

WHEREAS, it is the intention of the Board to adopt this resolution for the purpose of authorizing a lease-purchase agreement in connection with such Property;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Wilson County, Tennessee, as follows:

Section 1. Authority. The Lease-Purchase Agreement, as defined below, authorized by this resolution is authorized pursuant to Sections 7-51-901, et seq.,Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Agreement" means the Lease-Purchase Agreement with the Lessor in substantially the form attached hereto as Exhibit A;

(b) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated or proposed thereunder;

(c) "County" means Wilson County, Tennessee;

(d) "Governing Body" means the Board of Commissioners of the County;

(e) "Lessor" means All American Investment Group, LLC, the lessor under the Agreement; and

(f) "Property" means the lighting, HVAC and water conservation equipment to be acquired for the County's schools.

Section 3. Authorization and Terms of the Agreement. (a) The form of the Agreement attached hereto as Exhibit A is hereby approved, and the County Mayor and the County Clerk are hereby authorized to execute and deliver such Agreement in substantially the form presented in Exhibit A with such changes as may be approved by them and by the Deputy Director and Chief Financial Officer for the School Board (the "School Board CFO"), provided that the amount of the Agreement shall not exceed the principal amount of $7,000,000, the interest rate shall not exceed the maximum rate permitted by applicable law, and the term shall not exceed sixteen (16) years.

(b) The School board CFO is authorized to enter into an engagement letter with Bass, Berry & Sims PLC for services related to the Agreement and other documents referred to herein.

Section 4. Source of Payment. Payments due under the Agreement shall be made from legally available funds of the School Board available for current operating and maintenance expenses and which are subject to annual appropriation.

Section 5. Tax Covenants. The County and the School Board recognize that the Lessor will have entered into the Agreement on the understanding that the interest component of the payments made under the Agreement is excluded from gross income for purposes of federal income taxation under laws in force on the date of delivery of the Agreement. In this connection, the County and the School Board covenant that they shall take no action which may render such interest subject to inclusion in gross income for purposes of federal income taxation, and that they will comply with all requirements of and permit no omissions under the Code, including, but not limited to Section 103 and Sections 141 through 150 of the Code, and all applicable rules, regulations, guidance, letters, rulings and determinations related to the Code to the extent required to maintain the exclusion of interest from gross income for federal income tax purposes. It is the reasonable expectation of the Board and the School Board that the proceeds of the Agreement will not be used in a manner which will cause the Agreement to be "arbitrage bonds" within the meaning of Section 148 of the Code including any lawful regulations promulgated or proposed thereunder, and to this end the said proceeds of the Agreement and other related funds established for the purposes herein set out, shall be used and spent expeditiously for the purposes described herein. The County Mayor, County Clerk and School Board CFO, or any of them, are authorized and directed to make such certifications in this regard in connection with the delivery of the Agreement as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County and the School Board.

Following the delivery of the Agreement, the Finance Director and the School Board CFO are directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Agreement.

Section 6. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the execution and delivery of the Agreement, as proposed herein, is consistent with the County's Debt Management Policy.

Section 7. Reasonably Expected Economic Life. The reasonably expected economic life of the Property is greater than sixteen (16) years.

Section 8. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 9. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Section 10. Intent to Reimburse. This resolution shall evidence the County's intent to reimburse itself from the proceeds of the Lease-Purchase Agreement for any costs of the Property paid prior to the execution of the Lease-Purchase Agreement.

Adopted and approved this 24th day of August, 2015.

_____
County Mayor

ATTEST:

_____
County Clerk

RECOMMENDED FOR APPROVAL:

EDUCATION COMMITTEE
August 13, 2015
5-1-1

BUDGET COMMITTEE
August 13, 2015
5-0

STATE OF TENNESSEE)
)
COUNTY OF WILSON)

I, J.H. Goodall, hereby certify that I am the duly qualified and acting County Clerk of Wilson County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regularly scheduled session of the governing body of the County held on August 24, 2015; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to a Lease-Purchase Agreement of said County.

WITNESS my official signature and seal of said County this _____ day of _____, 2015.

_____
County Clerk

(SEAL)

EXHIBIT A

Form of Lease-Purchase Agreement

The Board of County Commissioners of Wilson County, Tennessee, met in a regular session at the County Courthouse, Lebanon, Tennessee, at 7:00 o'clock, p.m., on August 24, 2015, with the Honorable Randall Hutto, County Mayor, presiding, and the following members present:

There were absent:

There were also present J. H. Goodall, County Clerk and Aaron Maynard, Finance Director.

It was announced that public notice of the time, place and purpose of the meeting had been given and accordingly, the meeting was called to order.

The following resolution was introduced by _____, seconded by _____ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

15-8-9

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE TO AMEND THE CONTRACT OF INSURANCE FOR PARTIALLY SELF-FUNDED MEDICAL AND DENTAL COVERAGE ON BEHALF OF WILSON COUNTY EMPLOYEES, RETIREES AND DEPENDENTS

WHEREAS, the Wilson County Commission has previously adopted a Resolution approving a contract of insurance for partially self-funded medical and dental coverage on behalf of Wilson County employees, retirees and dependents; and

WHEREAS, this resolution provides, as allowed by State law, that the Wilson County Commission reserves the right to amend this plan at any time during the life of the plan; and

WHEREAS, the plan of insurance for Wilson County has been sufficiently funded for many years, with no increase in funding for approximately eight (8) budget years; and

WHEREAS, in reviewing the plan during the end of fiscal year 2014-2015, and in preparation for budget year 2015-2016, it became apparent to the Insurance Committee, who met numerous times on this issue, that additional money had to be infused into the plan and/or modifications made to the plan to make the plan solvent; and

WHEREAS, the Insurance Committee, through their numerous meetings and many hours of consideration, have recommended to the Budget Committee that an additional $1,500 per employee be included in the budget for fiscal year 2015-2016, in combination with several modifications to the plan; and

WHEREAS, it is necessary to keep the insurance plan for Wilson County employees and retirees solvent and responsive to the needs of the employees, retirees and dependents;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that we hereby amend the contract of insurance for partially self-funded medical and dental coverage on behalf of Wilson County employees, retirees and dependents, as follows:

1. CIGNA shall place all health care providers in the Local Plus Network exclusively for Wilson County employees, dependents and retirees effective October 1, 2015.

2. Wilson County will become a member of the Personal Health Solutions program which will require employees to obtain prior approval for certain procedures, effective October 1, 2015.

3. Wilson County will be a member of the "Your Health First Program" whereby employees determined to have a catastrophic illness and/or after major surgical procedures will be assigned a supervisor to assist with ongoing medical treatments, appointments, etc.

4. Wilson County will no longer self-fund dental insurance coverage. Instead, employees will be offered voluntary dental insurance coverage under a fully-insured plan in a separate policy for employees, similar to current AFLAC and vision insurance policies. However, there will be no change to the retirees' current dental insurance.

5. A "Spousal Surcharge" will be implemented whereby an additional cost of $150.00 per month will be levied as a surcharge per employee if the spouse has an alternative source of insurance coverage available through their own place of employment, but choose not to enroll in that coverage. The Spousal Surcharge shall be effective January 1, 2016.

6. Wilson County will implement a 3 tier plan structure.

   a. The "Senior Employee Plan" applies to all County employees with 15 or more years of service to the County. This plan is exactly the same as the plan presently in effect with the exceptions of the other changes listed in this resolution. The individual deductibles shall be raised from $300 to $500. County employees hired before October 1, 2015 will be eligible to move into this plan once they reach 15 years of service. Employees hired October 1, 2015 or later will not be eligible to move into this plan. The premium for family coverage will be the same as it is now and there is no charge for employee coverage.

   b. The "Employee Benefit Plan" applies to all County employees with less than 15 years of service to the County and who are hired on before October 1, 2015. Those employees will pay a premium for single coverage in the amount of $40 per month. Family coverage (including the employee) will be $230 per month. The deductible in this plan will be $500 for each individual with a maximum of $2,000 for a family. Out-of-pocket maximum will be $2,500 for individual with a maximum of $5,000 for a family.

c. The "New Hire Plan" applies to all employees who are hired on or after October 1, 2015. The employees will not be eligible to move into the Employee Benefit Plan or Senior Employee Plan. The premium will be $75 per month for individual coverage and $250 per month for family coverage. Deductibles will be $1,000 per individual with a maximum family deductible of $2,000. Out-of-pocket maximums will be $2,500 for individual with a maximum of $5,000 for a family.

The proposed new deductibles and maximum out-of-pocket expenses shall begin January 1, 2016, but the proposed new 3 tier plan and costs shall be effective October 1, 2015.

BE IT FURTHER RESOLVED that the Wilson County Commission reserves the right to amend this plan further at any time during its existence.

BE IT FURTHER RESOLVED, pursuant to TCA §8-27-502(d), that this agreement conform to the standard provisions of group insurance policies as set forth in Tennessee Code Annotated.

_____
SPONSOR

RECOMMENDED FOR APPROVAL:

INSURANCE COMMITTEE
July 2, 2015
5-0

BUDGET COMMITTEE (as to the additional funding)
August 4, 2015
5-0

15-8-10

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE TO RESUME THE COLLECTION OF THE DOMESTIC ANIMAL TAX ON SEPTEMBER 21, 2015

WHEREAS, Chapter 242 of the Private Acts of 1980 authorizes a Two Dollar ($2.00) Domestic Animal Tax, and

WHEREAS, a public referendum was held on May 6, 1980 on said issue which passed by a majority of Wilson County voters. Proceeds from the tax were to go to the Humane Association of Wilson County for animal control and,

WHEREAS, the Humane Association of Wilson County, now doing business as New Leash on Life, began receiving said tax after Case No. 5446 in Chancery Court was decided in favor of the Humane Association of Wilson County with the decree stating, "The $2.00 per head domestic animal tax, as authorized by the said Private Chapter, shall otherwise begin to accrue from and after the date that this Order becomes final." Thus, collection began after June 27, 1983, and

WHEREAS, there being no response by the veterinarians or others to the final decree from the Court, the monies were used by the Humane Association of Wilson County for sheltering dogs and cats, caring for them until they could be adopted, and spaying or neutering well over 50,000 dogs and cats, and

WHEREAS, the Attorney General's opinion analysis for No. 13-40 states that Wilson County Animal Control (a department of Wilson County Government) and New Leash on Life serve different beneficial functions and the funds for New Leash on Life did not have to be withdrawn;

NOW, THEREFORE, BE IT RESOLVED by the Board of Wilson County

Commissioners that the $2.00 per head domestic animal tax collection which was ceased from being collected with the passage of Resolution #13-12-1 in December, 2013 shall be reinstated and shall be collected by those vaccinating domestic animals beginning on September 21, 2015 with all proceeds from the tax being paid quarterly to New Leash on Life.

BE IT FURTHER RESOLVED that the following method of collection and remittance to the Wilson County Clerk shall be as follows:

1. Each veterinarian shall be required to execute a form provided by the State of Tennessee, or the veterinarian can use their own similar form, in triplicate, when they vaccinate a domestic animal (dog or cat). One (1) form shall be given to the owner, one (1) copy shall remain with the person who is performing the vaccination, the third copy shall be submitted by the veterinarian to the office of the Wilson County Clerk on a quarterly basis.

2. The forms described above are due and shall be submitted to the Wilson County Clerk at the end of the first month following the quarter in which said vaccination occurred. An example being that in this first quarter of collection, the veterinarian would submit the certificate with the corresponding amount of payment, to the Wilson County Clerk's office by January 31, 2016. The same procedure shall be done for all future quarters each year hereafter.

3. The Wilson County Clerk's office shall turn all certificates over to the State of Tennessee Health Department upon final collection.

4. The Wilson County Clerk's office shall periodically perform reconciliations to determine the compliance of each veterinarian or vaccinating authority. The Clerk's office shall work with the Director of New Leash on Life to reconcile the number of forms executed by each veterinarian and turned over to the State Health Department. An amount of "reconciliations" sufficient to ensure enforcement of this resolution shall be made quarterly. These shall be conducted at random. A follow-up reconciliation should be performed if the veterinarian or other vaccinating authority is found not in compliance.

5. If a veterinarian or vaccinating authority is determined to be knowingly withholding monies, or failing to remit all certificates, a penalty of three hundred dollars ($300) shall be implemented, as well as interest on the unpaid balance. A warning letter shall be sent one time giving the veterinarian or vaccinating authority an opportunity to pay the balance in full within thirty (30) days. If not paid in full within the 30 days, then a penalty of $300 shall be implemented. Should a veterinarian or vaccinating authority have a second, or subsequent offense, the penalty shall be increased to five hundred dollars ($500) on the second occurrence, and an additional three hundred dollars ($300) for each additional offense. In the event a veterinarian or vaccinating authority does not comply with paying said penalties in a timely manner, then the Wilson County Clerk shall contact the proper authorities to deal with non-payment.

6. The Wilson County Clerk shall report to the Director of New Leash on Life at the end of each accounting period how many certificates were received, the amount of money having been collected, and the results of any reconciliation performed.

7. The Office of the Wilson County Clerk shall be authorized to retain five percent (5%) of the $2.00 pet tax. Any and all interest and penalties collected shall be retained totally by the Wilson County Clerk.

8. The City of Lebanon Animal Control, the City of Mt. Juliet Animal Control, and Wilson County Animal Control shall be exempt from paying a $2 tax on the animals they vaccinate.

9. All domestic animal taxes collected shall be paid to the office of the Wilson County Clerk who shall pay to the Humane Association of Wilson County, doing business as New Leash on Life, at the end of the month after each quarter.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after September 21, 2015, the public welfare requiring it.

Joy Bishop
SPONSOR

THIS RESOLUTION WAS NOT RECOMMENDED FOR APPROVAL (5-0) BY THE ANIMAL CONTROL COMMITTEE ON AUGUST 13, 2015.

15-811

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE AUTHORIZING THE CIRCUIT COURT CLERK TO IMPOSE AN ELECTRONIC CITATION FEE

WHEREAS, the State legislature, pursuant to Public Chapter 750, effective July 1, 2014, has authorized cities and counties, by majority vote of the legislative body, to collect a Five Dollar ($5.00) fee for both written and electronic citations prepared by a law enforcement officer; and

WHEREAS, replicas of the citation data included in an electronic citation must be sent by electronic transmission within three (3) days of the issuance of the citation to a court of jurisdiction over the alleged offense; and

WHEREAS, if so, a Five Dollar ($5.00) fee must be paid by the Defendant for any offense cited in a traffic citation that results in a plea of guilty or no-contest, or a judgment of guilty; and

WHEREAS, this Five Dollar ($5.00) fee shall be in addition to all other fees, taxes and charges;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that we hereby approve the Electronic Citation Fee authorized by Public Chapter 750, to be effective September 1, 2015 with the ability to collect this fee to sunset five (5) years from the date of the adoption of the resolution.

BE IT FURTHER RESOLVED that the Five Dollar ($5.00) fee be apportioned as follows:

1. One Dollar ($1.00) of each fee will be retained by the Court Clerk; and

2. Four Dollars ($4.00) of each fee will be transmitted on a regular basis by the Court Clerk to the law enforcement agency that prepared the traffic citation that resulted in a plea of guilty, or *nolo contendre* or a guilty judgment.

BE IT FURTHER RESOLVED that the law enforcement portion shall be accounted for in a special revenue fund of said law enforcement agency and may be used only for the following purposes:

1. Electronic citation system and program related expenditures; and

2. Related expenditures by the local law enforcement agency for technology, equipment, repairs, replacement and training to maintain electronic citation programs.

BE IT FURTHER RESOLVED that the Clerk's portion of the fee shall be used for computer hardware purchases, usual and necessary computer related expenses, or replacement, and may not revert to the General Fund at the end of a budget year if unexpended.

_____

SPONSOR

RECOMMENDED FOR APPROVAL:

BUDGET COMMITTEE
August 13, 2015
5-0

15-842

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE TO AMEND THE BUDGET AND APPROPRIATION RESOLUTION FOR THE 2015-2016 FISCAL YEAR TO REFLECT REVENUES RECEIVED BUT NOT INCLUDED IN THE ORIGINAL BUDGET AND TO MAKE AN ADDITIONAL APPROPRIATION IN THE CAPITAL PROJECTS FUND

BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that the budget and appropriation resolution for fiscal year 2015-2016 be, and the same is hereby amended, to reflect revenues received but not included in the original budget for fiscal year 2015-2016 and by making an additional appropriation in the Capital Projects Fund, all as shown on the attached budget amendment request form.

_____
SPONSOR

RECOMMENDED FOR APPROVAL:

EMA COMMITTEE
August 11, 2015
6-0-1

BUDGET COMMITTEE
August 13, 2015
5-0

BUDGET AMENDMENT REQUEST FORM

Department: Capital Projects Fund

Fund Name: General Fund
Fund Number: 189

EMA: 8-11-15
Budget: 8-13-15

Account Number (include Object Code)	Account Description	Debit	Credit
189-39000	Fund Balance	$ 363,986.00	
189-54410-790	Other Equipment		$ 363,986.00
TOTAL		$ 363,986.00	$ 363,986.00

EXPLANATION FOR CHANGE: Request for approval of grant of $305442 to purchase power loading cot system with $58544 additional funding for our share and retrofitting.

15-8-13

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF WILSON COUNTY, TENNESSEE APPROVING A LOCAL AGENCY PROJECT AGREEMENT WITH THE STATE OF TENNESSEE FOR THE STEWARTS FERRY PIKE LIGHTING AND SIGNING PROJECT AND TO APPROVE AN ADDITIONAL APPROPRIATION FROM THE CAPITAL PROJECTS FUND

BE IT RESOLVED by the Board of County Commissioners of Wilson County, Tennessee that we hereby approve, and authorize the County Mayor to sign, the attached "Local Agency Project Agreement" for the Stewarts Ferry Pike Interchange Lighting and Signing Project.

BE IT FURTHER RESOLVED that we approve the attached budget amendment request for an additional appropriation from the Capital Projects Fund for our portion of the match for the Stewarts Ferry Pike Interchange Lighting and Signing Project.

BE IT FURTHER RESOLVED that the approval of this contract, and the additional appropriation from the Capital Projects Fund, be effective only if the Wilson County Road Commission agrees to assume the future cost of the project which includes a monthly electric bill and future maintenance.

_____

SPONSOR

RECOMMENDED FOR APPROVAL:

BUDGET COMMITTEE
August 13, 2015
5-0

BUDGET AMENDMENT REQUEST FORM

Department: Capital Projects Fund

Fund Name: Capital Projects Fund
Fund Number: 189

Budget: 8-13-15

Account Number (include Object Code)	Account Description	Debit	Credit
189-39000	Fund Balance	$ 50,000.00	
189-62000-791	Other Construction		$ 50,000.00
TOTAL		$ 50,000.00	$ 50,000.00

EXPLANATION FOR CHANGE: Request for approval Stewarts Ferry Pike/State Route 840 Interchange lighting and signage project subject to Road Commission agreeing to maintain and pay utilities.

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

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

June 9, 2015

The Honorable Randall Hutto
Mayor, Wilson County
228 East Main St.
Lebanon, TN 37087

Re: Stewarts Ferry Pike Interchange Lighting & Signage Project
The County of Wilson
PIN: 121543.00
Federal Project Number: STP-M-NH-840(3)
State Project Number: 95LPLM-F3-043
Agreement Number: 150088

Dear Mayor Hutto:

I am attaching a contract providing for the development of the referenced project. Please review the contract and advise me if it requires further explanation. If you find the contract satisfactory please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return the contract to me. Once the contract is fully executed, we will send a copy to you for your records.

As you are aware, TDOT will provide reviews of your work during project development. To ensure that TDOT staff schedules adequate time for your project, we are asking that you provide the dates on which you will accomplish project activities. We've listed those activities in this letter. We realize your proposed dates are tentative and subject to change. We will check with you during project development to update project information. The charges for these reviews are noted on Exhibit A of this contract as TDOT ES (for TDOT Engineering Services).

Remember that activities for which you want reimbursement cannot proceed until you receive a Notice to Proceed (NTP) from this office. For those activities please provide an estimate of the number of weeks after the receipt of the NTP you will begin the activity. For all other activities, those for which you are providing the funding, or have an NTP, please provide a month and year estimate.

If you have any questions or need any additional information, please contact Lauren Gaines at 615-532-6083 or kim.y.thompson@tn.gov.

Sincerely,

Whitney Sullivan
Transportation Manager
whitney.sullivan@tn.gov

Attachment

Transmitting contract, localdo, deposit required, req schedule

Agreement Number: 150088

Project Identification Number: 121543.00

Federal Project Number: STP-M-NH-840(3)

State Project Number: 95LPLM-F3-043

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 County of Wilson (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-840 From Couchville Pike to North of SR-265 including Stewarts Ferry Pike InterchangeDesign and installation of interchange lighting and wayfinding signage at the approaches to this interchange directing freight traffic with specific industrial destinations along SR-840 to the Couchville Pike Exit and Central Pike/HWV 109 Exit

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)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	**AGENCY**	**PROJECT**
Preliminary Engineering by:	**AGENCY**	**PROJECT**
Right-of-Way by:	**AGENCY**	**PROJECT**
Utility Coordination by:	**AGENCY**	**PROJECT**
Construction by:	**AGENCY**	**PROJECT**

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) The Agency agrees to complete the herein assigned phases of the Project on or before **June 30, 2020**. If the Agency does not complete the herein described phases of the Project within this 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. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

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 it's 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:

Amount		**Open to Public and Vehicular Traffic**
$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.

THE COUNTY OF WILSON		STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION	
By: _____	_____	By: _____	_____
Randall Hutto **Mayor**	**Date**	**John C. Schroer** **Commissioner**	**Date**

APPROVED AS TO FORM AND LEGALITY		APPROVED AS TO FORM AND LEGALITY	
By: _____	_____	By: _____	_____
Mike Jennings **Attorney**	**Date**	**John Reinbold** **General Counsel**	**Date**

EXHIBIT "A"

AGREEMENT #: 150088

PROJECT IDENTIFICATION #: 121543.00

FEDERAL PROJECT #: STP-M-NH-840(3)

STATE PROJECT #: 95LPLM-F3-043

PROJECT DESCRIPTION: SR-840 From Couchville Pike to North of SR-265 including Stewarts Ferry Pike InterchangeDesign and installation of interchange lighting and wayfinding signage at the approaches to this interchange directing freight traffic with specific industrial destinations along SR-840 to the Couchville Pike Exit and Central Pike/HWV 109 Exit

CHANGE IN COST: Cost hereunder is controlled by the Surface Transportation Program funding available to or allocable to the Agency.

TYPE OF WORK: Lighting

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	STP	80		20	$100,000.00
PE-DESIGN	STP	80		20	$25,000.00
CONSTRUCTION	STP	80		20	$306,500.00
TDOT ES	STP	80		20	$6,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

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. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

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.

WILSON COUNTY BUILIDING INSPECTOR
233 EAST GAY STREET,
WILSON COUNTY COURTHOUSE ANNEX
LEBANON, TN 37087
PHONE (615) 444-3025
FAX (615) 443-6194

TO: WILSON COUNTY COMMISSION

FROM: WILSON COUNTY BUILDING INSPECTOR

DATE: 7/1/2015 thru 7/31/2015

ACTIVITY REPORT

NUMBER OF PERMIT APPLICATIONS	74
NUMBER OF PERMITS ISSUED	81
NUMBER OF CERTIFICATES OF COMPLIANCE	37
TOTAL MONEY COLLECTED (PERMITS)	$61,638.00
NUMBER OF ADEQUATE FACILITIES TAX	86
TOTAL MONEY COLLECTED (AFT)	$252,246.80

YEAR TO DATE 07/01/2014 thru 7/31/2015

PERMIT APPLICATIONS	868
PERMITS ISSUED	839
CERIFICATES OF COMPLIANCE	545
TOTAL MONEY	$871,923.55
NUMBER OF AFT	1,061
TOTAL MONEY	$4,774,940.93

Wilson County Election Commission
Voter Registration/ Activity Report
July 1 - July 31, 2015

TOTAL ACTIVE REGISTERED VOTERS 63,184

VOTERS BY COMMISSION DISTRICT

	NEW	TOTAL REGISTERED
DIST 1	11	2589
DIST 2	19	2504
DIST 3	22	2891
DIST 4	15	2801
DIST 5	20	2990
DIST 6	9	2169
DIST 7	14	2096
DIST 8	14	2616
DIST 9	9	2069
DIST 10	13	2730
DIST 11	57	4264
DIST 12	12	2386
DIST 13	15	2696
DIST 14	22	2988
DIST 15	4	2033
DIST 16	33	2507
DIST 17	25	2476
DIST 18	21	2731
DIST 19	19	2020
DIST 20	12	1348
DIST 21	8	1719
DIST 22	19	2438
DIST 23	17	3200
DIST 24	12	2048
DIST 25	17	2875
TOTALS	**439**	**63,184**
HOUSE DIST 46	**149**	**23,438**
HOUSE DIST 57	**290**	***39,727**

TOTAL VOTERS MADE INACTIVE FOR JULY	**689**
TOTAL **INACTIVE**	**10,448**
TOTAL ELIGIBLE VOTERS	**73,632**
TOTAL NEW REGISTRATIONS FOR JULY	**439**
TOTAL **ADDRESS CHANGES**	**168**
TOTAL **NAME CHANGES**	**50**
TOTAL **DUPLICATE** REGISTRATIONS	**62**
TOTAL VOTERS PURGED FOR JULY	**245**
MOVED OUT OF COUNTY	**169**
DECEASED	**72**
FELON	**3**
VOTER REQUEST	**1**

**** Less 19 voters pursuant to Article X, Section 5 TN Constitution & TCA 5-2-106***

Wilson County Planning Commission Minutes

The Wilson County Planning Commission met Friday, June 19, 2015 at 11:00 a.m. in the County Commission Room of the Wilson County Courthouse located at 228 East Main Street, Lebanon, Tennessee pursuant to public notice. Those members present were Fitzpatrick, Dixon, Jewell, Jones, Hutto, Major, Nokes, Weathers and Woods constituting the entire membership with the exception of Locke and Williams who were absent. Also present were the County Planning Staff, County Building Inspectors Staff and Court Reporter Angie Russell with Briggs & Associates hired by the County.

The minutes of the May 15, 2015 meeting were approved on motion of Weathers second by Dixon and all voting aye.

Chairman Fitzpatrick then asked all individuals who desired to make statements before the Commission to stand and raise their right hand. She thereupon, administered the oath to each and every one of the prospective witnesses.

Old Business:

Final-Saddle Ridge Place Subdivision Section 2, 17 lots, Saddle Ridge Drive 53/5.01
Plat was presented. Staff read recommendations. After discussion, on motion of Woods second by Nokes and all voting aye plat was approved subject to staff recommendations.

New Business:

Site Plans and Plats presented:

01.) Prelim.; Watermill Subdivision, 128 lots, Coles Ferry Pike 35/1.01
Plat was presented. Staff read recommendations. Area residents spoke against the proposed subdivision citing traffic issues on Coles Ferry Pike as well as problems road layout within the Subdivision, possible crime from having multiple entrances and drainage problems next to the proposed soils area for septic system after further discussion, motion was made by Jones to defer for a traffic study, second by Hutto, with all voting aye, plat was deferred until the next scheduled Planning Commission meeting.

02.) Prelim.; William Helton Property, 7 lots, Ben Green Road 65/13.00
Plat was presented. Staff read recommendations. After discussion, on motion of Dixon, second by Major, and all voting aye, the plat was approved subject to staff recommendations.

03.) Final- William Helton Property, 7 lots, Ben Green Road 65/13.00
Plat was presented. Staff read recommendations. After discussion, on motion of Jewell, second by Jones, and all voting aye, plat was approved subject to staff recommendations.

On motion of Woods second by Jewell with all voting aye the following plats were affirmed.

Soils Amd.; Thornhill East Phase 1 Lot 4, 1 lot, Logue Road	118/18.15
Rsb.; W. A. Gray Property Lot 1A of Tract 1, 2 lots, Cairo Bend Road	8/12.08
Subdv.; Skeen Thorn Property (Wilson County) 1 lot, Rutledge Lane	45/28.01
Subdv.;-Melba Sue Harris & Ronnie Harris Property, 1 lot, Chicken Road	124/12.01: 13.00
Subdv.; Christopher Michael Gee Property, 1 lot, Cairo Bend Road	47/23.04
Subdv.; B. E. Hayes Property, 1 lot, Martha Leeville Road	70/81.00
Consolidation-Coles Ferry Camp Lots 98 & 99, Lago Vista Drive	14N/A/7.00
Rsb.; Arthur F. Kingland Trust, 1 lot, Horn Springs Road	46/3.01/4.00
Subdv.; Richard Glascock Property, 1 lot, Hunt Lane	56/39.00
Subdv.; Sam David Swindell Property, 1 lot, Swindell Hollow Road	62/9.00

Chairman noted the staff recommendations and related discussions had entered into the decision making of the Commission and directed the staff recommendations to be placed in the minute attachment file. There being no further business to come before the Commission at this time, the same was on motion duly made and seconded, adjourned.

_____

Randall Hutto, Secretary

July 10th, 2015

The Wilson County Road Commission met in regular session on July 10th, 2015 at 9:00 am, with the following members present: Mayor Randall Hutto, Commissioner Terry Scruggs, Commissioner Kenny Reich, Commissioner Jeff Joines, Commissioner Becky Siever.

Commissioner Siever made the motion to approve the minutes of June 12th, 2015 Road Commission meeting as presented, second by Commissioner Scruggs, motion carried.

Mayor Hutto called the Road Commission meeting to order with friends and family dedicating the Road Commission building honoring past Superintendent Steve Armistead who passed away January 11th, 2015. The Wilson County Road Commission Building has been name The Steve Armistead Building.

DELEGATIONS: Planning Director Tom Breashers: Discussion on approval from the Road Commission of a contract from TDOT on matching local funding, to put up illumination lightening and signage on Stewartsferry Pike and 840 Interchange. Commissioner Siever made the motion to direct the funding to the County Commission, second by Commissioner Scruggs, motion carried.

Utility Subdivision Certificate, the language calls for the Utility to be signed by the Road Commission. Planning Director Tom Breahers has noted he will be making an amendment to this upon approval of the Road Commission Board. This needs a thirty day hearing notice to give subdivision regulations amended. Commissioner Joines made the motion to be supportive of this amendment, second by Commissioner Scruggs, motion carried.

Planning Director Tom Breashers requested support on where there are fifty (50) lots or more in a subdivision or road in the county deemed necessary a traffic study shall be permitted with required road and drainage plans for evaluation. This request will be added to the Road Commission regulations stated to also add turn lanes where necessary. He will be forwarding a copy of the wording on this request to Superintendent Murphy and Assistant Superintendent Lynch for approval. Commissioner Joines made the motion we accept this request for turning lanes to be added to this amendment pending approval from the Road Commission and Planning Commission, second by Commissioner Siever, motion carried.

Commissioner Reich opened the discussion of advertising for the appointment of the Road Superintendent. Commissioner Joines stated the advertising was not to exceed ten (10) days. The appointment will take place on August 7th, 2015, second by Commissioner Scruggs, motion carried.

ASSISTANT SUPERINTENDENT REPORT;

FISCAL YEAR BIDS: All bids met specifications; Assistant Lynch recommended all bids be accepted. Commissioner Joines made the motion to accept this motion, second by Commissioner Scruggs, motion carried.

They are as follows:

1. **RBID-523 GUARD RAIL ROAD & BRIDGE – R&C CONSTRUCTION**
2. **RBID-525 STRIPPING ROADS—KERR BROTHERS**

Terry Scruggs requested and motion made for a speed limit of thirty five mph (35) be put on Cottage Home Road second by Commissioner Joines, motion carried.

Commissioner Siever requested that Vanderbilt Road from N Greenhill to Saundersville Road be reduced from forty (40) to thirty five (35) mph. Second by Commissioner Joines, motion carried.

SUPERINTENDENT REPORT:

Subdivision and Two Year Maintenance Report. Will be accepting a couple of Subdivisions by the end of the month.

Approximately 10 of roadway paved.
Regular roadside maintenance.

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Commissioner Siever made the motion to accept Superintendents Murphy's report, second by Commissioner Joines, motion carried.

COUNTY ATTORNEYS REPORT:

Attorney Jennings stated that Commissioner Bush had issued a resolution to increase the pay to give all County Commissioners who were not on the Road Commission Board a monthly stipend of a four hundred (400) raise.

Attorney Jennings stated his appreciation on the dedication to Steve Armistead.

Commissioner Joines made a motion to accept the County Attorneys report, second by Commissioner Scruggs, motion carried.

Being of no further business, Commissioner Joines made the motion to adjourn the Wilson County Road Commission Meeting, second by Commissioner Scruggs motion carried.

Wilson County Road Commission

_____

Approved Chairman

Secretary