



# City Commission Meeting Agenda

Tuesday, April 15, 2025 at 6:00 PM

The Tom Hardin Room – 100 Public Square, Mount Pleasant, TN

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1. **Call to Order**
2. **Pledge of Allegiance / Invocation**
3. **Roll Call**
4. **Approval / Correction of Minutes from Prior Meetings**
  - A. Study Session - March 13, 2025
  - B. Regular Session - March 18, 2025
5. **Awards/Presentations/Appointments**
  - A. Proclamation for Lindsey Tate and Tiffany Cawthon
6. **Completion / Review of Unfinished Business from prior meeting**
  - A. Ordinance 2025-1131 - (Public Hearing/Final Reading) - An Ordinance amending Title 14, Zoning and Land Use Control, Chapter 2, Zoning Ordinance, of the Mount Pleasant Municipal Code, the same being the zoning ordinance for the City of Mount Pleasant, Tennessee, including the municipal zoning map incorporated therein by rezoning a property from High Density Residential (R-3) to Highway Commercial (CH). Approved Rezone.
7. **Monthly report from Mayor**
8. **Monthly Financial / Budget report**
9. **Monthly report from City Manager**
10. **Special reports from other City Departments or Committees if applicable**
  - A. Wastewater Liaison Report - Barge Design Monthly Report
  - B. Mount Pleasant Gas System Report
11. **New Business**

**(Comments from citizens may or may not be included, dependent on the issues.)**

  - A. Ordinance 2025-1132 - (First Reading) - An Ordinance of the City of Mount Pleasant, Tennessee amending Title 8 of the Mount Pleasant Municipal Code by increasing the number of beer permits licenses.
  - B. Resolution 2025-14 - Resolution of the City of Mount Pleasant to update the Utility Adjustment, Deposit, Collection and Write-Off Policy.
  - C. Resolution 2025-15 - A Resolution of the City of Mount Pleasant, Tennessee to enforce the collection of the 2023 Delinquent City Real Property Taxes and Ratification of the Delinquent Tax Lawsuit.
  - D. Resolution 2025-16 - A Resolution of the City of Mount Pleasant to authorize the Mayor to execute the Government Grant Contract related to the Connected Community Facilities Grant.

- E. Resolution 2025-17 - A Resolution to approve a Professional Services Agreement with 906 Studio, PLLC for Architectural and Engineering Services for the Renovation of the Community Center.
- F. Resolution 2025-18 - A Resolution to adopt a revised Coaches Background Check Policy for any person coaching in a Mount Pleasant Sports Programs.
- G. CT Form for \$1.2 Million Residential Meters
- H. Street & Paving Plan (Cancel Resolution 2024-32 - KCI Technologies Paving Survey)
- I. Arrow Mines Bid Approval
- J. Howard Field/Maury County Library Proposal Discussion
- K. Downtown Project Change Order Approval

**12. General comments from citizens (May be limited in time and/or number of comments.)**

**13. Board / Staff Comments / Adjournment**



# City Commission Meeting Study Session Minutes

Thursday, March 13, 2025 at 6:00 PM

The Tom Hardin Room – 100 Public Square, Mount Pleasant, TN

## 1. Call to Order

Mayor White called the meeting to order.

## 2. Roll Call

PRESENT

Commissioner Pam Johnston  
Vice Mayor Willie Alderson  
Commissioner Loree Knowles  
Commissioner Mike Davis  
Mayor Bill White

## 3. Awards/Presentations/Appointments

### A. Proclamation for Thelma Rush

Mayor White stated the Senior Citizens Center requested a proclamation for Mrs. Thelma Rush for her 99th birthday.

### B. Mayor's Appointments - Communication Committee

Mayor White stated he has some of their appointees.

### C. Mayor's Appointment - Mount Pleasant Power System

Mayor White stated the Mount Pleasant Power System appointee will be Hendley Edwards. He is a good one.

## 4. Completion / Review of Unfinished Business from prior meeting

There is no unfinished business.

## 5. Monthly Financial / Budget report

Mayor White stated Mrs. Cox will discuss this at the regular meeting Tuesday night.

## 6. Monthly report from City Manager

Mr. Grooms stated he missed adding the rezoning from the Planning Commission meeting so that will be on the agenda. It is the John King property rezoning of one acre to High Commercial that was residential for a commercial development there. The second thing he has is we get a lot of good news sometimes, but we got a donation from the Boys and Girls Club to put a canopy structure around the splash pad. They got a grant, and they are donating it to us. It is professionally installed.

## 7. Special reports from other City Departments or Committees if applicable

### A. Wastewater Liaison Report - Barge Design Monthly Report

Mr. Grooms stated they would talk more about the wastewater change order and he has more for Tuesday night.

B. Mount Pleasant Gas System Report

Mr. Grooms stated there will be a gas report in their packets. We had an inspection, and it came back good.

**8. New Business**

**(Comments from citizens may or may not be included, dependent on the issues.)**

- A. Resolution 2025-4 - A Resolution of the City of Mount Pleasant, Tennessee to authorize the City to enter into a Professional Services Agreement with Civil & Environmental Consultants, Inc. related to Zone Meters.

Mayor White stated this resolution is going to be pulled.

Mr. Grooms stated hopefully it will be on the April agenda.

- B. Resolution 2025-9 - A Resolution revising the Employee Compensation Plan for the City of Mount Pleasant, Tennessee.

Mr. Grooms stated the Employee Comp Plan will be in their packets with the bullet points. He put it on the screen for them to view and discuss.

Commissioners discussed. No action taken. For more details refer to the audio/video recording attached to the agenda.

- C. Resolution 2025-10 - A Resolution repealing and replacing the City of Mount Pleasant, Tennessee, Employee Handbook.

Mr. Grooms stated they will have the Employee Handbook in their packets and the bullet points with the suggested changes by the Handbook Committee. He discussed the bullet points with them.

Commissioners discussed. No action taken. For more details refer to the audio/video recording attached to the agenda.

- D. Resolution 2025-11 - Resolution authorizing the retirement of Police K9 Gunner and transfer of ownership.

Mrs. Jones stated the purpose of this resolution is to retire Police Dog Gunner from police duty and also transfer him to his former handler Sergeant Michael Brian Gray. The City purchased Gunner in 2015 and he served as a drug detection and police patrol dog. The police department believes that he is ready for retirement. Sergeant Gray has requested to keep him. The purpose of this resolution would be to retire Gunner and to give him to Sergeant Gray and then the City will enter into a contract with Sergeant Gray that basically he will now own the dog, and he will be responsible and will assume all liability and responsibility for Gunner and also, he will indemnify the City for any future liability.

Commissioners discussed. No action taken. For more details refer to the audio/video recording attached to the agenda.

- E. Resolution 2025-12 - Change Order WWTP

Mrs. Jones stated during the construction the manufacturer of IMLR said that the MBR are only good for approximately six years, and they will be expensive to replace so we recommend that we upgrade the MBR now. This will be an additional basin.

Mrs. Jones discussed this with them in more detail.

Commissioners discussed. No action taken. For more details refer to the audio/video recording attached to the agenda.

- F. Resolution 2025-13 - Updating Borrowing Residential Meter Replacement.



Mrs. Cox stated we are supposed to have all the bids from the bank today. We will resend the one we did last month. The Comptroller's Office had some issues with the terms. The original resolution they presented last month already said it was contingent upon the Comptroller's Office approval. They will reference that resolution in this resolution tomorrow and send them the new agenda and put in the new bank that has the lowest rate.

Commissioners discussed. No action taken. For more details refer to the audio/video recording attached to the agenda.

**G. Audit Services Bid**

Mrs. Cox stated she received three bids and two of them were pretty close. She will have all that for them on Tuesday.

Commissioners discussed. No action taken. For more details refer to the audio/video recording attached to the agenda.

**9. General comments from citizens (May be limited in time and/or number of comments.)**

There were no citizen comments.

**10. Board / Staff Comments / Adjournment**

Mayor White asked if staff had any comments?

Commissioner Alderson asked Phillip if he had an update on East Merchant Street?

Mr. Grooms stated he talked to Ted about it, and he is checking prices for the piping. We are also having issues down at the railroad as well so he is going to look at that and we may be able to take care of both of them at one time.

Commissioner Alderson ask Phillip about Arrow Mines?

Mr. Grooms stated we have received two bids, that is the good news. The bad news is we were scared it was too close and so we ran it out another two weeks so it will be on the April agenda. The bid opening is March 26th. We could have opened them the other day, but we didn't think we could get bids that quick, but we got two.

Mrs. Cox stated she received one bid but there have been more inquiries this time than last time. We put some clarification language out there too. She thinks the way the engineer had put some of the gauges and things on certain metal roofing and all they weren't the standard that everybody uses so we went ahead and put our language out there when we did the rebid. That might have been the reason why because it is hard to get that material easily.

Mr. Davis stated he appreciated our Police Department, he was out doing yard work and saw several cars get pulled over. He appreciates them slowing people down out there. People might not like a ticket, but he gets scared out there on the side of the road cutting grass.

Mayor White stated downtown is coming along. They had a meeting last Thursday and Larry the guy with Adams told him there want be a piece of equipment sitting on the ground at the end of May. Phillip updated them on the bridge, and it may all come together at the same time.

Mr. Grooms stated as he said in the State of the City they are setting the beams this month and the next step was to pour the decking. It cures for fourteen days. He asked them what the expected completion date is. He stated late spring.

Mayor White stated he had a greeting card from Seksisu from the holidays. It was sent from somewhere in Japan and he just got it. Japan must be having the same problems we are.

Mayor White made a motion to adjourn. All seconded the motion.



## City Commission Meeting Minutes

Tuesday, March 18, 2025 at 6:00 PM

The Tom Hardin Room – 100 Public Square, Mount Pleasant, TN

### 1. Call to Order

Mayor White called the meeting to order.

### 2. Pledge of Allegiance / Invocation

Commissioner Davis led the pledge of allegiance. Commissioner Knowles gave the invocation.

### 3. Roll Call

PRESENT

Mayor Bill White  
Vice Mayor Willie Alderson  
Commissioner Mike Davis  
Commissioner Pam Johnston  
Commissioner Lorie Knowles

### 4. Approval / Correction of Minutes from Prior Meetings

Motion made by Commissioner Knowles to approve the Study Session minutes from February 13, 2025, and the regular meeting minutes from February 18, 2025, Seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

A. Study Session - February 13, 2025

B. Regular Session - February 18, 2025

### 5. Awards/Presentations/Appointments

A. Proclamation for Thelma Rush

Mayor White presented a proclamation to Mrs. Thelma Rush who was honored for her 99th birthday by the City, her friends and family.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

B. Mayor's Appointment - Communication Committee

Mayor White read the names of the Commissioners' appointees.

Mayor White - Larry Patton and Monya Hunter, Vice Mayor Alderson - Terry Williams and Angey Cotham, Commissioner Mike Davis - Sara Hines and Jacqueline Grandberry, Commissioner Johnston - Casey Schang and Tami Weber and Commissioner Knowles - Deborah Hudspeth and Bedford Smith.

Mayor White asked as a whole they approve them.

Motion made by Commissioner Davis to accept the Communication Committee appointees as presented, Seconded by Commissioner Knowles.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

**C. Mayor's Appointment - Mount Pleasant Power System**

Mayor stated the Mount Pleasant Power System sent a letter stating Hendley Edwards has been on that board for a number of years as their secretary and they request he be reappointed.

Motion made by Commissioner Davis to accept Hendley Edwards being reappointed to the Mount Pleasant Power System board, Seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

**6. Completion / Review of Unfinished Business from prior meeting**

There was no unfinished business.

**7. Monthly report from Mayor**

Mayor White stated there are two members of Leadership Maury here tonight. It is a pleasure to have them. He stated there is a lot going on downtown. He talked to them today and they are moving on. They have had some success with AT&T. It seems to be going along well with them. They will talk about the completion of the sewer in a few minutes. They are hoping to have the bridge completed by the end of spring.

**8. Monthly Financial / Budget report**

Mrs. Cox presented the monthly financial and budget report.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Commissioner Davis to approve the financial and budget report, Seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

**9. Monthly report from City Manager**

Mr. Grooms reported on his bullet point list to update the Board on the different projects that are going on.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

**10. Special reports from other City Departments or Committees if applicable**

**A. Wastewater Liaison Report - Barge Design Monthly Report**

Mr. Grooms gave a report on the all the different things going on with the wastewater and sewer system. He discussed the Barge Design monthly report with them and the Lagoon Inspection report which was a lengthy report this month. He stated on the wastewater treatment plant they will talk more about it at the end in Resolution 2025-13 and he highlighted Matthew with Barge Design's report for them and what has been completed.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

**B. Mount Pleasant Gas System Report**

Mr. Grooms explained as Shiprah stated they are still studying rates and talking with engineers about system improvements. He highlighted some points in the Natural Gas Inspection report.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

## 11. New Business

**(Comments from citizens may or may not be included, dependent on the issues.)**

- A. Ordinance 2025-1131 - (First Reading) - An Ordinance amending Title 14, Zoning and Land Use Control, Chapter 2, Zoning Ordinance, of the Mount Pleasant Municipal Code, the same being the zoning ordinance for the City of Mount Pleasant, Tennessee, including the municipal zoning map incorporated therein by rezoning a property from High Density Residential (R-3) to Highway Commercial (CH). Approved Rezone

Mr. Grooms stated the Planning Commission approved this rezone. It is the King property across from the doctor's office and Safe Storage. It was originally approved for the highway commercial zone and then it went to residential and now they want it to go back because they have a contract on the property to bring it back to planning.

Mrs. Johnston stated the Planning Commission has no reservations at all.

Mrs. Jones stated they would need to make findings of fact and conclusions of law for this request. She recommends that they discuss them tonight at this first reading and then it will be incorporated into the ordinance. You will discuss them again at the public hearing at the second reading.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Commissioner Davis to approve Ordinance 2025-1131 as presented, Seconded by Vice Mayor Alderson.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- B. Resolution 2025-9 - A Resolution revising the Employee Compensation Plan for the City of Mount Pleasant, Tennessee.

Mayor White stated this is basically giving the employees a 4% raise.

Mr. Grooms stated yes, there is a comp plan in their packets with bullet points listed. He discussed the bullet points with them.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Commissioner Johnston to accept Resolution 2025-9 as presented, Seconded by Vice Mayor Alderson.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- C. Resolution 2025-10 - A Resolution repealing and replacing the City of Mount Pleasant, Tennessee, Employee Handbook.

Mr. Grooms stated the handbook isn't in the packet but can be viewed on-line. The bullet points are in the packet, he then read over them and explained the reason for each one.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Commissioner Davis in favor of Resolution 2025-10 as presented, ~~Seconded~~ by Commissioner Knowles.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- D. Resolution 2025-11 - Resolution authorizing the retirement of Police K9 Gunner and transfer of ownership.

Mayor White stated Brian Gray has been our canine officer since he can remember, and he has taken the opportunity to go to the County as an SRO officer. Gunner is at the age where he is ready to time out anyway.

Chief stated when they bought Gunner, they weren't sure how old he was. Their guess is that he is either 10 or 12 years old. So, it is time for him to retire. As of right now we are not replacing him. The County has two canines that are down here constantly one lives close by, so we are going to use that route; it is more economical.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Commissioner Johnston to approve Resolution 2025-11 to retire Police Dog Gunner, ~~Seconded~~ by Vice Mayor Alderson.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- E. Resolution 2025-12 - A Resolution of the City of Mount Pleasant, Tennessee accepting a Donation of a Canopy to be added to the Splash Pad.

Mrs. Jones stated the Boys and Girls Club received a grant for the canopy that they would like to donate to the City to be installed at the splash pad. The purpose of this resolution is to accept the donation and the professional installation of the canopy on the City's property. A picture of the canopy is included in their packets.

Mayor White stated he thinks everybody has seen it. It is a nice thing for the Boys and Girls Club to do for us.

Motion made by Commissioner Knowles to accept Resolution 2025-12 as presented, ~~Seconded~~ by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

- F. Resolution 2025-13 - Resolution of the Governing Body of City of Mount Pleasant, Tennessee, repealing and replacing Resolution 2025-6 and authorizing the issuance, sale, and payment of Residential Water Meter Upgrades Capital Outlay Notes not to exceed \$1,200,000.00.

Mayor White stated they hope that this will repay itself over a period of time. We are doing this for 12 years and as he understands it, that is the livelihood of those meters. Because of the fact that we will be reading correctly maybe it will help see a little more revenue come in and maybe we can build up the cash at the end of that period of time to not have to borrow the money to buy the replacement meters as needed.

Mr. Grooms stated one point to add to that is conservatively they feel like it is 5% in revenues lost but they have seen up to 10% so we are a bit conservative on that.

Mrs. Jones stated that in February they authorized to issue a capital outlay note for this project. We used an informal bid process and United Community was the winner of that bid. They passed that resolution. The terms of that bid were included in that resolution. Part of the terms was that it had to be approved by the Comptroller. When we sent it to the Comptroller the Comptroller did not accept it, because the life of the project was longer than the maturity, so we rebid it back out. United Community was the winner again. They had the best rate. It is

for the same project. The purpose of this resolution will repeal and replace the other one. It will still be contingent on the Comptroller's approval. The difference is in the terms which are that it is 12 years for the life of the project and 12 years for the amortization. The interest rate is 4.79% and we have the right to repay it after 3 years. If they pass this resolution, it also incorporates the new term sheet in this and Shiphrah will send it to the Comptroller, and we will close after that.

Mrs. Cox stated the bids from all the banks are the last two documents attached to the resolution. It shows you what every bank in the area gave us. First Farmers did not want to bid on it the first time so when she did the rebid, she did not send the rebid to them, but all the other banks are listed locally. She reached out to Tennessee Municipal Bond borrowing agency that municipalities borrow from but one of the local banks was cheaper. United Community was the cheapest one. She stated they met some of the Comptroller Office employees two weeks ago at the finance conference and they stated everything on the packet looked good they just didn't like that maturity was 7 years, but the amortization was 12, everything needs to just stay 12.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Commissioner Davis to approve Resolution 2025-13 as presented, Seconded by Commissioner Knowles.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

#### G. Audit Services Bids

Mrs. Cox stated she made copies of the three pricing sheets from each of the bids. She explained this information for them and stated that Mauldin & Jenkins she felt kind of came in between their audit cost and is pretty comfortable with what we paid this year which was \$38,400.00. They are asking for \$45,000.00 for the first year and they stay consistent for the next four years. With the fourth year being \$47,000.00, so it is not increasing in price as much and the comprehensive financial report if we were to do it every year, they would only charge us \$3,500.00 more every year. That is her recommendation, that they pick that one. They also had a lot of references as far as utilities and cities. They just seem like a bigger firm to have, maybe more of a group of people that could help us put a good financial report together in the future.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Motion made by Vice Mayor Alderson to accept Mauldin and Jenkins as presented, Seconded by Commissioner Johnston.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

#### H. Change Order WWTP

Mrs. Jones stated this is not a change order. During construction the IMLR manufacturer noted additional optional requirements to reduce the risk of poor performance of the membrane once they are operational. Some tests were conducted by plant staff and test results were outside of the manufacturer acceptable perimeters. In order to address this Barge has developed an additional scope of work to help achieve the results with acceptable perimeter range. Also, Kori stated she got these comments from Barge in case they wonder why they sound this way. Barge has prepared a work change directive outlining the additional scope. The proposal has been requested from the contractor for additional scope of work, but it has not yet been received. We will present the change order to you at the next meeting. It will include the exact cost and any extensions to the contract time that will change. We believe that delaying

authorization until we have the final numbers will be more expensive. Barge issued an opinion of probable construction cost developed for the temporary piping arrangement of \$40,000.00 to \$50,000.00. Barge recommends that the council authorize City staff to execute the work change directive after the proposal has been received, reviewed and agreed by all parties. That document was given to all of you. Dale is here if you want to talk more about what they are actual doing, but basically what we are recommending is that you authorize a change to the contract to do this additional work. They will come back to you with how much that actually costs. We don't know the actual cost, we don't know if it will add any time, but we are in this kind of place where we don't want to wait another month before we have that bid to bring it to you, because that could cause additional costs and delays.

Commissioners discussed. For more details refer to the audio/video recording attached to the agenda.

Mrs. Jones stated what they are recommending is that you authorize staff to execute the work change directive once it has been approved by everybody authorizing the work.

Motion made by Commissioner Johnston to authorize the work for the work change directive, Seconded by Vice Mayor Alderson.

Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.

**12. General comments from citizens (May be limited in time and/or number of comments.)**

There were no citizen comments.

**13. Board / Staff Comments / Adjournment**

There were no Board or Staff comments.

Motion made by Vice Mayor Alderson, Seconded by Commissioner Knowles.

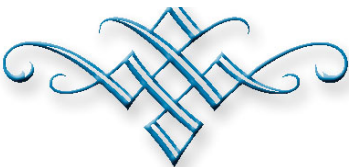
Voting Yea: Mayor White, Vice Mayor Alderson, Commissioner Davis, Commissioner Johnston, Commissioner Knowles. All were in favor. Motion passed.





OFFICE OF THE MAYOR  
MOUNT PLEASANT, TENNESSEE

Proclamation



WHEREAS, the citizens of the City of Mount Pleasant are appreciative and proud of those individuals who engage in acts of bravery and quick thinking, that are the cornerstone of our shared humanity, and those individuals are deserving of recognition for the extraordinary courage and compassion they demonstrate;

WHEREAS, on the morning of the 24<sup>th</sup> day of March, 2025, Lindsey Tate, Tiffany Cawthon and a third unknown female, through their alertness, presence of mind, and remarkable decisiveness, performed an act of lifesaving heroism by rescuing former Mount Pleasant City Commissioner Eric Harvey, who was traveling on Gray Lane and began choking and in immediate danger;

WHEREAS, Lindsey Tate, Tiffany Cawthon and a third unknown female acted selflessly and without hesitation, applying lifesaving techniques that ensured the well-being of another, embodying the highest ideals of citizenship, responsibility, and care for one another;

NOW, THEREFORE, be it proclaimed that Lindsey Tate, Tiffany Cawthon and a third unknown female are hereby recognized and honored as heroes within our community, and their actions shall serve as an enduring inspiration for all.

IN WITNESS WHEREOF, we extend our deepest gratitude and commendation for their extraordinary act of courage.

WHEREAS, the City of Mount Pleasant and its Mayor and Board of Commissioners wish to join in honoring these outstanding individuals at this time.

THEREFORE, I, William F. White, Jr., Mayor of the City of Mount Pleasant, do hereby recognize Lindsey Tate, Tiffany Cawthon and the third unknown female, for their heroic acts and compassion, and call upon the citizens of the City of Mount Pleasant to join in recognizing them.

*In witness whereof I have  
hereunto set my hand and caused  
this seal to be affixed.*

MAYOR

DATE





ORDINANCE 2025-1131

AN ORDINANCE AMENDING TITLE 14, ZONING AND LAND USE CONTROL, CHAPTER 2, ZONING ORDINANCE, OF THE MOUNT PLEASANT MUNICIPAL CODE, THE SAME BEING THE ZONING ORDINANCE FOR THE CITY OF MOUNT PLEASANT, TENNESSEE, INCLUDING THE MUNICIPAL ZONING MAP INCORPORATED THEREIN BY REZONING A PORTION OF A PROPERTY

**FROM HIGH DENSITY RESIDENTIAL (R3) TO HIGHWAY COMMERCIAL  
APPROVED REZONE – SOUTHBEND CROSSINGS**

WHEREAS, Title 14, Zoning and Land Use Control, Chapter 2, Zoning Ordinance, of the Mt. Pleasant Municipal Code (hereinafter referred to as the “Zoning Ordinance”) constitutes the comprehensive zoning ordinance for the City of Mount Pleasant, Tennessee, and incorporated therein is the Municipal Zoning Map; and

WHEREAS, The City Commission of Mount Pleasant, Tennessee has broad discretion to change or amend the Zoning Ordinance for the purpose of promoting the health, safety, prosperity, morals and general welfare of the City; and

WHEREAS, John King submitted an application to the Mount Pleasant Planning Commission staff and the City of Mount Pleasant requesting that said Zoning Ordinance be amended by rezoning **approximately 1.1 acres of property located S Cross Bridges Rd. identified as Tax Map 133, Parcel 001.00**, more fully described below, **from High Density Residential (R3) to Highway Commercial (CH)**.

WHEREAS, the application for rezoning came before the Mount Pleasant Planning Commission for public hearing on March 11, 2025. The property is currently zoned High Density Residential (R3). It was originally zoned as Highway Commercial (CH) and was zoned to R3 pursuant to Ordinance 2022-1102, and the applicant requests to return to the original zone of Highway Commercial. The property is bordered by properties zoned High Density Residential (R3) and Highway Commercial (CH).

WHEREAS, upon consideration of the foregoing, and a public hearing on March 11, 2025, the Mount Pleasant Planning Commission passed Resolution 2025-PC-02 and adopted the findings of fact contained therein and **recommended the requested rezoning of the property**. The Planning Commission Resolution is attached hereto as **Exhibit A**.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. That Title 14, Zoning and Land Use Control, Chapter 2, Zoning Ordinance, of the Mount Pleasant Municipal Code, and the Municipal Zoning Maps incorporated therein and made a part hereof are hereby amended as applicable by rezoning **approximately 1.1 acres of property located S Cross Bridges Rd., being a portion of property identified** as Tax Map 133, Parcel **001.00** more fully described as follows, to-wit:

Located in the Seventh (7<sup>th</sup>) Civil District of Maury County, Tennessee, and more particularly described as follows:

Beginning at a 1/2 inch found on the north margin of First Avenue (238 feet from centerline), at the southeast corner of the Gary King property, ref. D.S. R2092 Pg. 1434, same being the southwest corner of the property herein described. Thence, from the point of beginning and with the east boundary of said Gary King

property, same being an established meandering fence, North 06°23'29" East, a distance of 153.86 feet to a metal fence post, North 06°33'3in East, a distance of 309.86 feet to a 1/2 inch rebar set and capped, Green 3162, North 06°18'38" East, .a distance of 174.78 feet to a metal fence post, North 06°32'47" East, a distance of 322.75 feet to a 1/2 inch rebar set and capped, Green 3162, North 06°17'08" East, a distance of 405.28 feet to a metal fence post, North 06°28'53" East, a distance of 643.25 feet to a metal fence post in the center of a gas line easement, North 06°30'24" East, a distance of 659.92 feet to a metal fence post, North 06°34'04" East, a distance of 318.41 feet to a metal fence post in the center of an overhead transmission line easement, North 06°28'23" East, a distance of 840.73 feet to a metal fence post, North 06°27'13" East, a distance of 871.40 feet to a metal fence post, North 06°35'47" East, a distance of 438.28 feet to a wood fence post in the center of a gas line easement, North 06°26'28" East, a distance of 689.43 feet to a 6 inch Hackberry tree and North 06°32'58" East, a distance of 681.26 feet to a 1/2 inch rebar set and capped, Green 3162~ at a wood fence post at the northwest corner of the property herein described.

Thence, continuing with the east boundary of said Gary King property, same being an established meandering fence, South 81°06'00" East, a distance of 505.62 feet to a 6 inch Hackberry tree, south 81°00'06" East, a distance of 260,59 feet to a 1/2 inch rebar set and capped, Green 3162, at a wood fence post and North 03°17'07" East, a distance of 283.07 feet to a 1/2 inch rebar set and capped, Green 3162, at a wood fence post in the south boundary of the Eliza Parker Living Trust property, ref. D.B. R2300 Pg. 302.

Thence, with the south boundary of said Eliza Parker Living Trust property, same being an established meandering fence, South 80°45'54" East, a distance of 472.68 feet to a wood fence post in the center of a gas line easement! and South 81°09'57" East, a distance of 366.07 feet to a 1/2 inch rebar set and capped, Green 3162, at a wood fence post in the west boundary of the Terry Johnson property, ref. D.B. R1916 Pg. 952, same being the northeast corner of the property herein described.

Thence, with the west boundary of said Terry Johnson property, same being ar. established meandering fence, South 07°33'52" West, a distance of 150.83 feet to a 12 inch Hackberry tree, south 08 9 03'32" West, a distance of 573.68 feet to a 24 inch Hackberry tree and South 10•32•0511 West, a distance of 85.27 feet to a 5/8 inch rebar found at a 24 inch Hackberry tree in the north boundary of the Kathryn Daniels property, ref. D.B. R1999 Pg. 1389.

Thence, with the north boundary of said Kathryn Daniels property, same being an established meandering fence, North 81°36'18" West, a distance of 137.95 feet to a metal fence post in the center of an overhead transmission line easement and North 93°05•45n West, a distance of 276.68 feet to a 1/2 inch rebar set and capped, Green 3162, at a triple Hackberry tree at the northwest corner of said Kathryn Daniels property.

Thence, with the west boundary of said Kathryn Daniels property, same being an established meandering fence, south 06°30'46" West, a distance of 571.72 feet to a metal fence post in the center of an overhead transmission line easement, South 06°17'53" West, a distance of 555.69 feet to a metal fence post and South 06°26'25" west, a distance of 562.88 feet to a 1/2 inch rebar set and capped, Green 3162, at an 18 inch Hackberry tree at the southwest corner of said Kathryn Daniels property.

Thence, with the south boundary of said Kathryn Daniels property, same being an established meandering fence, South 81°10'43" East, a distance of 677.35 feet to a 1/2 inch rebar set and capped, Green 3162, at a wood fence post in the west boundary of the James Grooms property, ref. D.B. R1998 Pg. 1389.

**From R3 (High Density Residential) to CH (Highway Commercial).**

Said amendment shall be reflected on said zoning map from and after the effective date of this ordinance.

Section 3. The Board of Commissioners adopts the findings of the planning commission. Additionally, the Board of Commissioners makes the following findings:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section 4. If any one or more of the provisions of this Ordinance, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Ordinance, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 5. This Ordinance shall take effect upon final passage.

Approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
WILLIAM F. WHITE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
LORETTA GARNER, RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
KORI BLEDSOE JONES, ATTORNEY

PASSED ON FIRST READING: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

Exhibit A

R-3

Rezone to Highway  
Commercial 1.1 acres

R-3

R-2

CH

CH

Section 6, Item

CH

CH

CH

2 Close Bridges

## RESOLUTION 2025-PC-02

AN RESOLUTION OF RECOMMENDATION TO AMENDING TITLE 14, ZONING AND LAND USE CONTROL, CHAPTER 2, ZONING ORDINANCE, OF THE MOUNT PLEASANT MUNICIPAL CODE, THE SAME BEING THE ZONING ORDINANCE FOR THE CITY OF MOUNT PLEASANT, TENNESSEE, INCLUDING THE MUNICIPAL ZONING MAP INCORPORATED THEREIN BY REZONING A PROPERTY FROM **HIGH DENSITY RESIDENTIAL (R-3)** to **HIGHWAY COMMERCIAL (CH)**

WHEREAS, Title 14, Zoning and Land Use Control, Chapter 2, Zoning Ordinance, of the Mt. Pleasant Municipal Code (hereinafter referred to as the “Zoning Ordinance”) constitutes the comprehensive zoning ordinance for the City of Mount Pleasant, Tennessee, and incorporated therein is the Municipal Zoning Map; and

WHEREAS, The City Commission of Mount Pleasant, Tennessee has broad discretion to change or amend the Zoning Ordinance for the purpose of promoting the health, safety, prosperity, morals and general welfare of the City; and

WHEREAS, Owner, John King, submitted an application to the Mount Pleasant Planning Commission staff requesting that said Zoning Ordinance be amended by rezoning **approximately 1.10 acres of property located S Cross Bridges Rd. identified as Tax Map 133, Parcel 001.00**, more fully described below and shown on Exhibit A attached hereto from **High Density Residential (R-3) to Highway Commercial (CH)**

WHEREAS, the property is currently zoned High Density Residential (R-3) Property. The property to the North is zoned High Density Residential (R-3). The property to the West is zoned High Density Residential (R-3). The property to the East is zoned Highway Commercial (CH) and The property to the South is zoned Medium Density Residential (R-2); and,

WHEREAS, Mount Pleasant Planning Department staff comments are attached hereto and incorporated herein as **Exhibit A**; and,

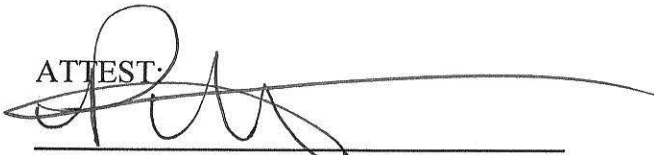
WHEREAS, the Mount Pleasant Planning Commission adopts the considerations and Findings of Fact set forth in the Zoning Amendment Worksheet attached hereto as **Exhibit B**; and,

WHEREAS, upon consideration of the foregoing the Mount Pleasant Planning Commission RECOMMENDS DOES NOT RECOMMEND the requested rezoning of the property.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

1. City of Mount Pleasant Municipal Planning Commission X **RECOMMENDS** **DOES NOT RECOMMEND** that the City of Mount Pleasant re-zone the property to (IL) Light Industrial as described in the body of this resolution.
2. Pursuant to Mount Pleasant Zoning Ordinance 4.7(C)(1), the planning commission in its review and recommendation make the specific findings set forth in **Exhibit B** as grounds for the amendment.

Approved and adopted this 8 day of March, 2025.

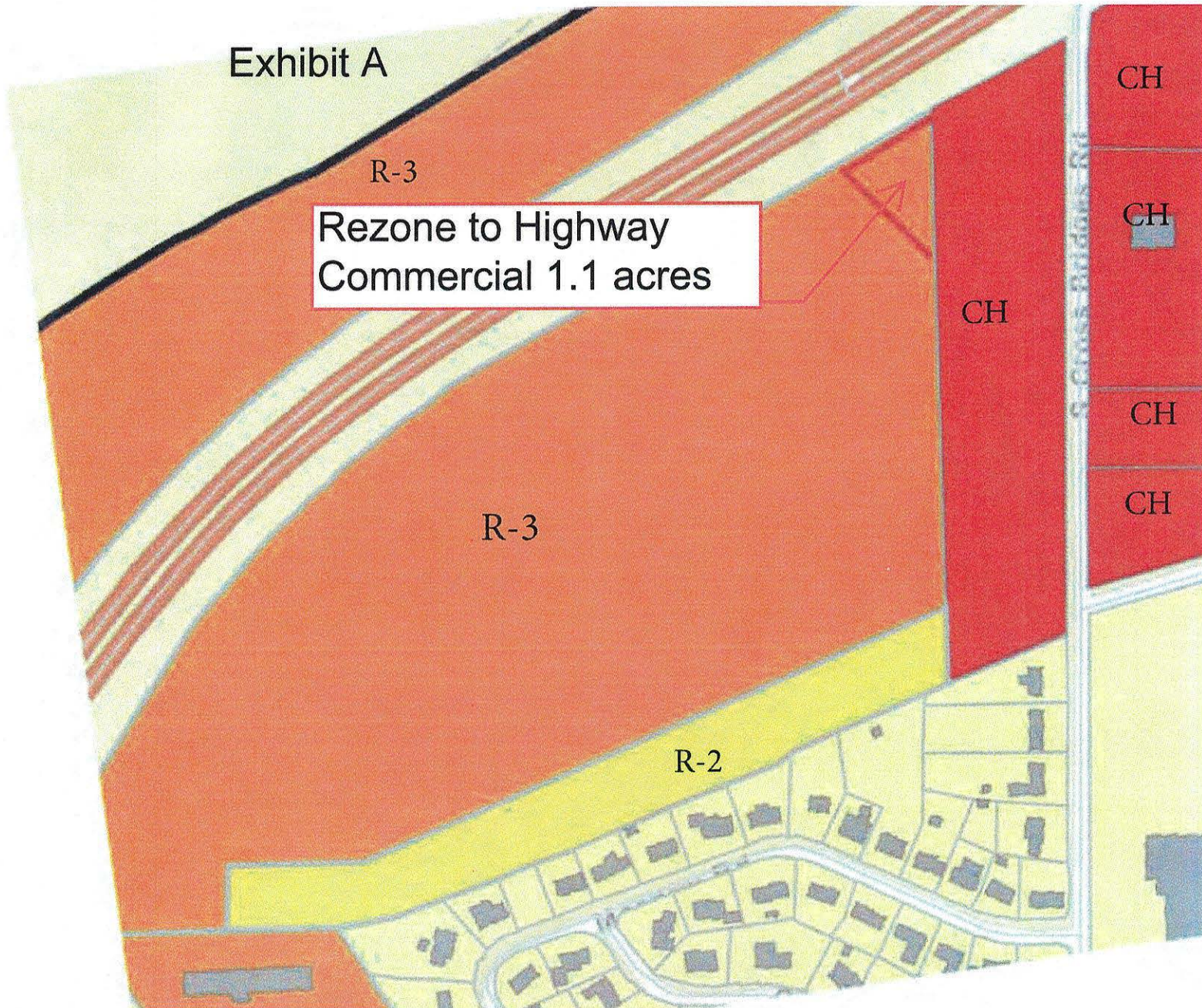
ATTEST:  
  
PAM JOHNSON, SECRETARY

  
JOHN HUNTER, CHAIRMAN

LEGAL FORM APPROVED:  
Kori Belldsoe Jones  
KORI BELDSOE JONES, ATTORNEY



Exhibit A





## ZONING AMENDMENT WORKSHEET

The regulations imposed and the districts created by the Zoning Ordinance may be amended from time to time. This process for amending the Zoning Ordinance Text or the Zoning Map is intended to permit modifications in response to changed conditions or changes in City policy. Amendments are not intended to relieve particular hardships or confer special privileges or rights upon any person or party.

### CONSIDERATIONS:

The zoning amendment for property located on **S Cross Bridges Rd.**, further identified by Tax Map **133** Parcel **001.00** and legally recorded in Plat Book **R2653** Page(s) **582** on file at Register of Deeds Office of Maury County is presented to the Planning Commission for review. Request from applicant/owner **Gary John King ETUX Neelley Parkes** is for consideration to change the current zoning designation of **(R-3) High Density Residential** to that of **(CH) Highway Commercial**.

This zoning amendment request should be considered based on evidence presented at the public hearing, and viewed as a singular stand-alone request. Consideration should not be given to prior rulings when making a decision.

The Planning Commission shall forward their recommendation to the Mount Pleasant City Commission along with their findings of fact listed below.

### FINDINGS OF FACT FOR ZONING AMENDMENT:

1. The amendment IS ☒ /IS NOT ☐ in agreement with the Land Use plan for the area because:
2. There **WILL** ☐ /**WILL NOT** ☒ be an adverse effect upon adjoining property owners because:  
  
If there is an adverse effect on adjoining property owners, such effect **CAN** ☐ /**CANNOT** ☐ be justified by the overwhelming public good or welfare because:
3. There **IS** ☐ /**IS NOT** ☒ a property owner or small group of property owners that will benefit materially from the change to the detriment of the general public. Reasons:
4. The following conditions affecting the area **HAVE** ☐ /**HAVE NOT** ☒ changed to a sufficient extent to warrant an amendment to the area's Land Use plan and subsequently, the zoning map:

The Planning Commission recommends that the zoning amendment be:

**APPROVED** ☒ **DISAPPROVED** ☐ Commission Member: 

Date: 3-8-25



## ZONING AMENDMENT WORKSHEET

The regulations imposed and the districts created by the Zoning Ordinance may be amended from time to time. This process for amending the Zoning Ordinance Text or the Zoning Map is intended to permit modifications in response to changed conditions or changes in City policy. Amendments are not intended to relieve particular hardships or confer special privileges or rights upon any person or party.

### CONSIDERATIONS:

The zoning amendment for property located on **S Cross Bridges Rd** consisting of 1.10 acres, further identified by Tax Map **133** Parcel **001.00** and legally recorded in Plat Book **R2653** Page(s) **582** on file at Register of Deeds Office of Maury County is presented to the Planning Commission for review. Request from applicant/owner **Gary John King ETUX Neelley Parkes** is for consideration to change the current zoning designation of **(R-3) High Density Residential** to that of **(CH) Highway Commercial**.

This zoning amendment request should be considered based on evidence presented at the public hearing, and viewed as a singular stand-alone request. Consideration should not be given to prior rulings when making a decision.

The Planning Commission shall forward their recommendation to the Mount Pleasant City Commission along with their findings of fact listed below.

### FINDINGS OF FACT FOR ZONING AMENDMENT:

1. The amendment **IS** \_\_\_\_/**IS NOT** \_\_\_\_ in agreement with the Land Use plan for the area because:

2. There **WILL** \_\_\_\_/**WILL NOT** \_\_\_\_ be an adverse effect upon adjoining property owners because:

If there is an adverse effect on adjoining property owners, such effect **CAN** \_\_\_\_/**CANNOT** \_\_\_\_ be justified by the overwhelming public good or welfare because:

3. There **IS** \_\_\_\_/**IS NOT** \_\_\_\_ a property owner or small group of property owners that will benefit materially from the change to the detriment of the general public. Reasons:

4. The following conditions affecting the area **HAVE** \_\_\_\_/**HAVE NOT** \_\_\_\_ changed to a sufficient extent to warrant an amendment to the area's Land Use plan and subsequently, the zoning map:

The Planning Commission recommends that the zoning amendment be:

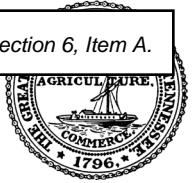
**APPROVED** \_\_\_\_ **DISAPPROVED** \_\_\_\_ **Commission Member:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**City of Mount Pleasant**  
“Experience Our History.....Explore Our Possibilities”  
**Department of Planning and Zoning**

Section 6, Item A.



February 24, 2025

**Rezoning Request**  
**Re: S Cross Bridges Rd. Map 133 Parcel 001.00**

**PLEASE BE ADVISED THAT THE PROPERTY LISTED ABOVE WILL BE REVIEWED FOR A REZONING REQUEST ON March 11, 2025 AT CITY HALL, 100 PUBLIC SQUARE, TOM HARDIN ROOM AT 6:00 P.M.**

Subject property, South Cross Bridges Rd. Tax Map 133 001.00 is under review for rezoning from (R-3) High Density Residential to (CH) Highway Commercial consisting of 1.10 acres, this will be a portion of the 68 +/- acres that will be 200 feet from your property for the rezoning request.

The rezone amendment request comes on behalf of the owner to rezone this portion to CH Highway Commercial for the purpose of future development.

This meeting is public, and you are encouraged to attend if you have any concerns.

Meeting Dates as follows:

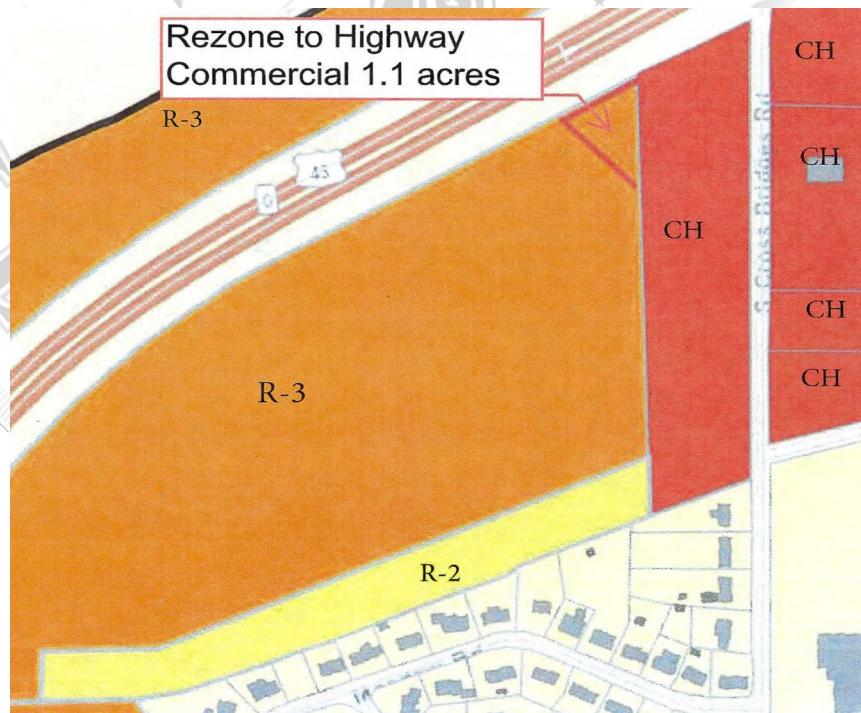
Planning Commission March 11, 2025 (Recommendation to Commission)

Board of Commissioners March 18, 2025 1<sup>st</sup> Vote

Board of Commissioners April 15, 2025 2<sup>nd</sup> Vote

*Chris Brooks*

Chris Brooks, Director of Planning





**City of Mount Pleasant**  
"Experience Our History.....Explore Our Possibilities"  
**Department of Planning and Zoning**  
**Zoning Amendment Application**



MPRPC File # \_\_\_\_\_ Date of Application: 02/18/25

Short explanation of reason for request:

The property is currently dual-zoned as Commercial Highway, CH and High Density Residential, R3. To build and use the proposed Tractor Supply Store on the lot, the CH zoning needs to be extended to encompass the entire 5.5 acre lot.

☐ RE-ZONE (Zoning Change) ☐ ZONING TEXT AMENDMENT

Is the entire property to be re-zoned? Current Zoning: CH & R3

☐ Yes ☐ No If No - Amount Proposed: ~1.1 acres Proposed Zoning: CH

NOTE: If the re-zone is less than the entire parcel, a Final Plat will be required with this application to define the areas of each proposed zoning district. The Final Plat will be required to be approved and recorded, after the approval of re-zoning, and prior to being able to use the property under the approved new zoning districts. Since Zoning Amendments are a multiple step process the applicant should also be aware of the deadlines and time frames required to process this application.

**Applicant / Developer**

Company Name: Franklin Land Associates, LLC

Name of Person: Greg Glaser

Phone Number: 615-370-0670 Email: gglaser@gbtrealty.com

**Property Owner(s) - (attach additional sheets if more than two owners)**

Name: John King

Address: 307 Sunnyside Circle, Columbia, TN 38401

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_





**City of Mount Pleasant**  
"Experience Our History.....Explore Our Possibilities"  
**Department of Planning and Zoning**



Property is Located Near: **South Cross Bridges Road & Lawrenceburg Highway/US 43 Bypass**

Property Address: **TBD**

Tax Map:	133	Parcel #:	1.0	Deed Book:	R2653	Page:	582
----------	-----	-----------	-----	------------	-------	-------	-----

Plat Book:	P/O P23	Plat Page:	176	Date Recorded:	02/24/23
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**Application Fee(s)**  
Refer to the latest Application Fee Schedule. Coordinate with the Planning, Zoning, & Codes Office regarding the amount due in advance of submitting the application. (Make check payable to the City of Mount Pleasant.)

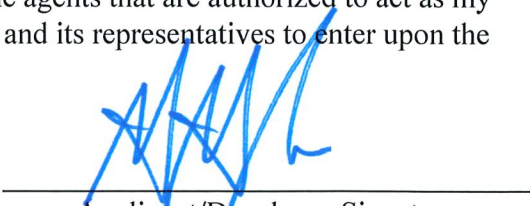
**FEES MUST BE SUBMITTED WITH THE APPLICATION OR IT  
WILL NOT BE ACCEPTED FOR CONSIDERATION**

**Submittal Requirements and Deadlines**  
The submittal requirements, number of copies, guidance checklists and certification requirements are listed in the latest revision of the Zoning Ordinance.

Your application may be deemed incomplete due to lack of the required documents not being submitted at the time this application is submitted. This may result in this application not being reviewed and/or advanced to the Planning Commission until the required documents are submitted. The applicant and all parties involved with this application are responsible for reading and complying with the requirements related to this application and must comply with all City deadlines.

**Property Owner Authorization**  
By signing this application below, I am acknowledging and granting the submission of this application and stating the agents listed herein are authorized to act as my representative(s). If other agents are utilized to represent me, I will provide a letter acknowledging and stating the agents that are authorized to act as my representative(s). Authorization is also granted to Maury County and its representatives to enter upon the property for examinations & evaluations.

  
\_\_\_\_\_  
Property Owner Signature  
**2-21-2025**  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Applicant/Developer Signature  
**02/20/25**  
\_\_\_\_\_  
Date

April 14, 2025

Ms. Jessica Murphy  
Manager, DWR Compliance and Enforcement Unit  
Tennessee Department of Environment and Conservation  
Davy Crockett Tower  
500 James Robertson Pkwy, 9<sup>th</sup> Floor  
Nashville, TN 37243

RE: Mount Pleasant April 2025 CAP/ER Status  
Consent Order and Assessment, WPC 17-0004  
City of Mount Pleasant

Dear Ms. Murphy:

In accordance with the requirements of the July 24, 2018, TDEC Consent Order and Assessment, WPC 17-0004, and the recently approved deadline extension request, a summary of the status of the corrective action plan / engineering report (CAP/ER) items is provided below.

As stated in previous consent order annual reports submitted to TDEC, the single CAP/ER item that remains for the City of Mount Pleasant to complete is the improvements at the wastewater treatment plant (WWTP). The WWTP construction project scope consists of rehabilitating a majority of the processes at the facility. A summary of the scope, broken down by facility area, is included in the attached table. The table also details the work that has been completed and the work remaining within that area.

During the last month, it was determined that additional construction was necessary to screen the mixed liquor prior to starting the membrane bioreactor (MBR) system. This work has started and is currently in progress. The contractor continued to make progress during this past month on other scope items. Over the next month from the date of this letter, the following construction progress is anticipated to be made:

- Continued preparation for startup of the MBR system, including refinement of the control system and screening of the mixed liquor
- Initial treatment of water via the new MBR system
- Continuing to install the final, new pump at influent pump station
- Continued progress on punch list items.

Photos of construction completed progress are included with this letter.

The current construction schedule shows approximately 2 months of duration following the initiation of the new MBR system.

If there are any questions regarding the attachments to this letter or if any additional information is needed, please contact me at 615-252-4236 or [matthew.johnson@bargedesign.com](mailto:matthew.johnson@bargedesign.com).

Ms. Jessica Murphy  
April 14, 2025  
Page - 2

Sincerely,

**Barge Design Solutions, Inc.**



Matthew Johnson, PE  
Project Manager

- c: Mr. Kareem Moxey, TDEC  
Mr. Phillip Grooms, City of Mount Pleasant  
Mr. Ted Howell, City of Mount Pleasant  
Mr. Dale Brown, City of Mount Pleasant  
Mr. Luke Burris, PE, Barge Design Solutions

Enclosures

Barge project # 34808-00

Plant Area	Scope	Work Completed	Work Remaining
<b>Site</b>	Repair disturbed areas, demolish of four older structures, install new sidewalks, asphalt paving of the plant driveway.	<ul style="list-style-type: none"> <li>• Disturbed areas have been repaired.</li> <li>• Demolition of one structure.</li> <li>• <b>Final electrical and communication pull boxes and conduit.</b></li> <li>• <b>Completed 1 punch list item.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Demolition of three structures.</li> <li>• New sidewalks.</li> <li>• Paving the driveway.</li> <li>• Punch list items.</li> </ul>
<b>Influent Station</b>	<b>Pump</b> Replace four pumps, select piping, and all associated instrumentation, controls, and electrical equipment.	<ul style="list-style-type: none"> <li>• Three new pumps are installed.</li> <li>• Piping associated with pumps.</li> <li>• New electrical gear, control panels, instrumentation are installed.</li> <li>• <b>Commissioned new pump.</b></li> <li>• <b>Began installation of final new pump.</b></li> <li>• <b>Completed 2 punch list items.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Installation of one new pump.</li> <li>• New piping for return from lagoon system, including flow meter.</li> <li>• Painting new piping.</li> <li>• </li> <li>• Punch list items.</li> </ul>
<b>Headworks</b>	Install new access platform, add overflow piping to screens, install concrete pad and trench drain for dumpster.	<ul style="list-style-type: none"> <li>• All items completed.</li> <li>• <b>Completed 6 punch list items.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Punch list items.</li> </ul>
<b>Treatment Basin 1</b>	Install mixer, baffle wall, diffusers, sluice gate, effluent weir, dissolved oxygen (DO) probes, slide gate, splitter box	<ul style="list-style-type: none"> <li>• All items completed.</li> <li>• <b>Completed 21 punch list items.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Punch list items.</li> </ul>
<b>Treatment Basin 2</b>	Install mixer, baffle wall, diffusers, sluice gate, effluent weir, DO probes, PH probes, and slide gate.	<ul style="list-style-type: none"> <li>• All items completed.</li> <li>• <b>Completed 20 punch list items.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Punch list items.</li> </ul>
<b>Intermediate Mixed Liquor Recycle Pump Station</b>	Replace existing pumps with new pumps, select piping, and all instrumentation, controls, and electrical equipment. Expand concrete area for valves and access.	<ul style="list-style-type: none"> <li>• All items completed.</li> <li>• <b>Began installation of piping to allow additional screening prior to membranes.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Punch list items.</li> </ul>
<b>Membrane Bioreactor and Equipment Building</b>	Construct new building (shared with administration and lab) with tanks for MBR and rooms for equipment and chemicals. Systems include permeate pumps, return activated sludge (RAS) pumps, membrane blowers, backpulse tank, compressed air, sodium	<ul style="list-style-type: none"> <li>• All equipment, piping, instrumentation is installed and tested.</li> <li>• <b>Completed 70 punch list items.</b></li> </ul>	<ul style="list-style-type: none"> <li>• MBR system is nearly ready for commissioning.</li> <li>• Additional controls/programming items to be finalized.</li> <li>• Punch list items.</li> </ul>

	hypochlorite and citric acid feeds, and instrumentation and controls.		
<b>Administration and Lab Building</b>	Construct new building (shared with MBR equipment) with lab, office, breakroom, bathroom, electrical room, and control room	<ul style="list-style-type: none"> <li>• All items completed.</li> </ul>	<ul style="list-style-type: none"> <li>• Punch list items.</li> </ul>
<b>Blower Building</b>	Demolish existing blowers and generator. Install two process blowers, and two digester blowers. Replace main plant electrical feed and motor control centers (MCCs). Miscellaneous building improvements.	<ul style="list-style-type: none"> <li>• All items completed.</li> <li>• <b>Automation of aeration system.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Punch list items.</li> </ul>
<b>Digester</b>	Install new 4-inch diameter ductile iron air piping, diffusers, sluice gate, check valve, and decant piping.	<ul style="list-style-type: none"> <li>• Air piping installed.</li> <li>• Check Valve installed.</li> <li>• <b>Completed 7 punch list items.</b></li> </ul>	<ul style="list-style-type: none"> <li>• Correct sluice gate installation.</li> <li>• Decant piping.</li> <li>• Punch list items.</li> </ul>
<b>Lagoon Site</b>	Install motor operated valve, piping to return flow to WWTP, SCADA panel.	<ul style="list-style-type: none"> <li>• All items completed.</li> </ul>	<ul style="list-style-type: none"> <li>• Punch list items.</li> </ul>



## Construction Progress Photos



1. Conduit/Pullboxes Installed



2. Punchlist items addressed in MBR building





3. Finishing site work.



4. Installing final influent pump.





5. Installing additional piping for mixed liquor screening.

ORDINANCE NO. 2025-1132

AN ORDINANCE OF THE CITY OF MOUNT PLEASANT, TENNESSEE AMENDING  
TITLE 8 OF THE MOUNT PLEASANT MUNICIPAL CODE BY INCREASING THE  
NUMBER OF BEER PERMITS LICENSES.

BE IT ORDAINED by the City of Mount Pleasant, Tennessee:

Section 1. That Title 8, Chapter 2 Beer is repealed by deleting it in its entirety and replacing it with Exhibit A.

Section 2. This ordinance shall take effect from and after public hearing and final passage and the publication of its caption, the public welfare requiring it.

WHEREUPON, the Mayor declared the ordinance amendment adopted, affixed a signature and the date thereto, and directed that the same be recorded.

Approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
WILLIAM F. WHITE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
SHIPHRAH COX, RECORDER

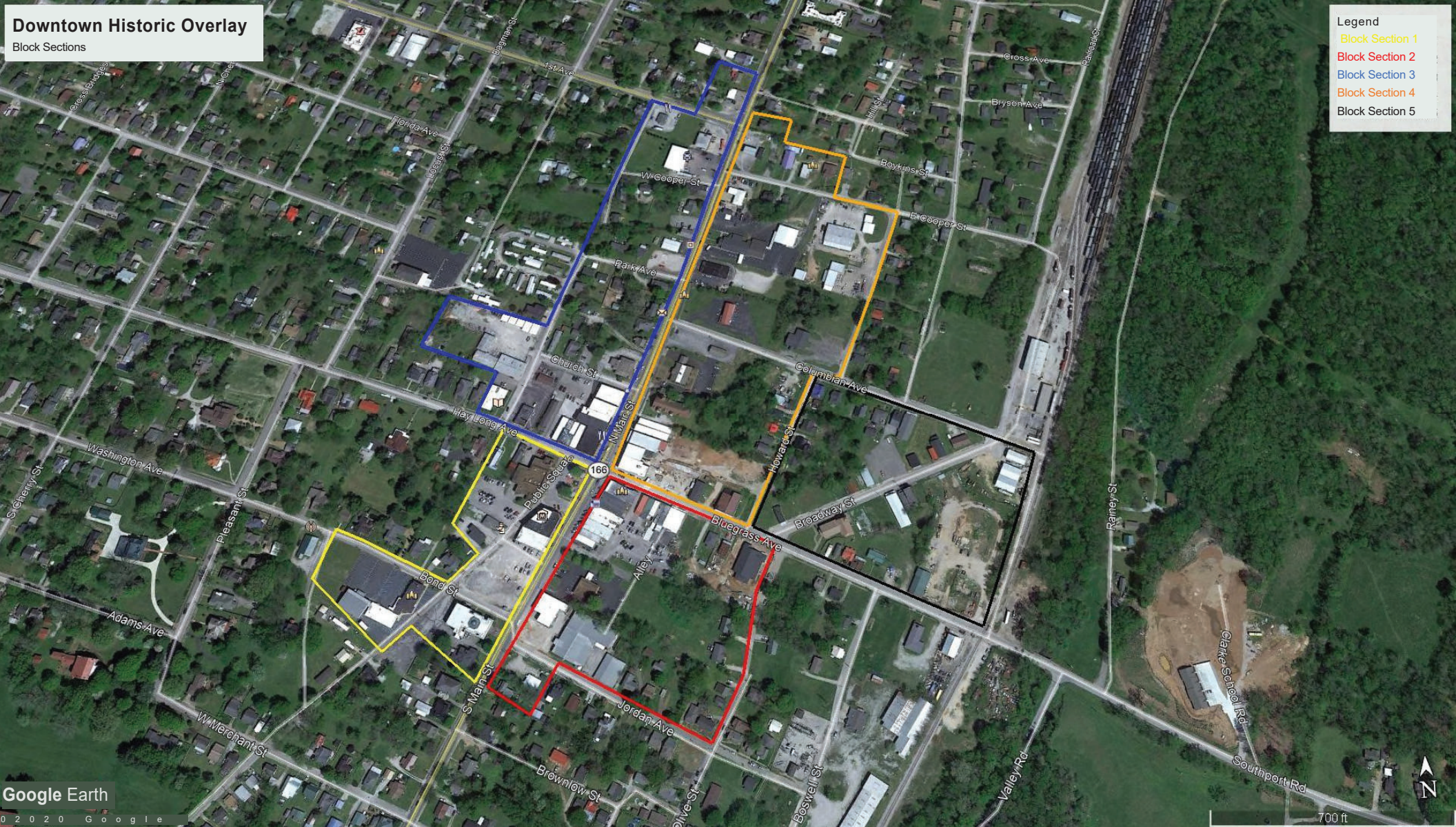
LEGAL FORM APPROVED:

\_\_\_\_\_  
KORI BLEDSOE JONES, ATTORNEY

Passed on First Reading: \_\_\_\_\_

Passed on Second Reading: \_\_\_\_\_







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REGISTERED HISTORIC PROPERTIES IN DOWNTOWN OVERLAY

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## South Main St.

100 S. Main St., Mt. Pleasant Grille – CDT - #17-Drug Store, Lumpy's, Pearl's Palace-c. 1900  
 101 S. Main St., Vacant Storefront – CDT - #18-TASC, Inc.-c. 1940, 1970  
 103 S. Main St., Family Floor Covering – CDT - #19-Charlie's TV, Family Floor Covering-c. 1940  
 104 S. Main St., Rippeys Auto Parts – CDT - #20-Rippeys Auto Parts-c. 1940  
 103-105 N. Main St., Vacant Storefront – CDT - #3-Hambrick's & Rivers Books, Apt. 2<sup>nd</sup> fl.-c. 1900  
 202 S. Main St., Mt. Pleasant Marketplace – CDT - #27-Clark Building/William's Drug Store, Cornerstone Café' and Bakery-c. 1901

## North Main St.

106 N. Main St., 1824 General Store – CDT - #5-Frank's-c. 1900  
 107-109 N. Main St., Perk Spot Coffee Shop, Apt. 2<sup>nd</sup> fl. – CDT - #6-The Pizza Place-c. 1900  
 110 N. Main St., Pearl Henry's Boutique – CDT - #7-Blackwood Electronics Repair-c. 1900  
 111 N. Main St., Mt. Pleasant Community Development – CDT - #8-Irwin Bros. Etagerie-c. 1900  
 113 N. Main St., EM Space Home Furnishings – CDT - #10-unknown-c. 1900  
 114-116 N. Main St., Paperweight Printing – CDT - #9-Grace Rest., A.J.'s Jewelry, Purple Frog Antique Emporium-c. 1900, 1980  
 115 N. Main St., Vacant – CDT - #11-ED T. Workman Building-c. 1890  
 117-119 N. Main St., County Probation Office – CDT - #12, Junior Order of Amer. Mechanics-c. 1930  
 118 N. Main St., Vacant Storefront – CDT - #13-Hotel, Aunt Marcy's Thrift Shop-c. 1900  
 121 N. Main St., MPPS – CDT - #15-Unknown-c. 1940  
 123 N. Main St., MPPS – CDT - #15-Unknown-c. 1940, 1990  
 201 N. Main St., US Post Office – CDT - #16-US Post Office-c. 1940

## Public Square

99 Public Sq., Breckenridge Baby – CDT - #21-Crew's Printing-c. 1900, 1960  
 103 Public Sq., Vacant Storefront – CDT - #23-Tobacco Express-c. 1900-1960  
 105 Public Sq., Reliant Bank – CDT - #24-Community First Bank-c. 1900, 1980  
 107-109 Public Sq., Vacant Storefront – CDT - #25-Cook Building, Wren's Hardware, Lightning's Barbershop-c. 1901  
 108 Public Sq., Mt. Pleasant Phosphate Museum – CDT - #26-First National Bank, Mt. Pleasant Phosphate Museum-c. 1899  
 111 Public Sq., Vacant Storefront – CDT - #22-Tavern & Pool Hall-c. 1940

## Hay Long Ave.

104-106 Hay Long Ave., Too Much Stuff Emporium – CDT - #1-The Glass House, The Beauty Shop-c. 1900



## BLOCK SECTION 1 PROPERTIES IN DOWNTOWN OVERLAY

201 Bond St., First Baptist Church – R3 High Density Residential, c. 1972  
 202 S. Main St., First Methodist Church – R3 High Density Residential, c. unknown  
 204 S. Main St., Single-Family Dwelling – R3 High Density Residential, c. unknown  
 112 S. Main St., Vacant parking lot – CDT Downtown Commercial, c. 1949  
 S. Main St. 1330A A 005.00, Vacant parking lot – CDT Downtown Commercial, c. 1977  
 106 S. Main St., Vacant parking lot – CDT Downtown Commercial, c. 1977  
 104 S. Main St., Rippeys Auto Parts – CDT Downtown Commercial, c. 1940 \*  
 100 S. Main St., Mt. Pleasant Grille – CDT Downtown Commercial, c. 1900 \*  
 108 Public Sq., Mt. Pleasant Phosphate Museum – CDT Downtown Commercial, c. 1899 \*  
 106 Glass St., Dance Studio – CDT Downtown Commercial, c. 1950  
 104 Glass St., Medical Office – CDT Downtown Commercial, c. 1951  
 103 Glass St., Office – CDT Downtown Commercial, c. 1955  
 100 Public Sq. Mt. Pleasant City Hall & Police Dept. – CDT Downtown Commercial, c. 1976  
 101 Hay Long Ave., Store Front, - CDT Downtown Commercial, c. 1939  
 103 Hay Long Ave., Hay Long Hall/venue rental, CDT Downtown Commercial, c. 1950

## BLOCK SECTION 2 PROPERTIES IN DOWNTOWN OVERLAY

136 Olive St., Two Single-Family Dwellings – CDT Downtown Commercial, c. 1935, 1945  
 105 Jordan Ave., WHSE Industrial Products Warehouse – CDT Downtown Commercial, c. 1920  
 111 Jordan Ave., Two Single-Family Dwellings – CDT Downtown Commercial, c. 1900, 1955  
 113 Jordan Ave., Two Single-Family Dwellings – CDT Downtown Commercial, c. 1945, 1950  
 117 Jordan Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1925  
 119 Jordan Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1974  
 202 S. Main St., Faith-works – CDT Downtown Commercial, c. 1973  
 203 S. Main St., Single-Family Dwelling – CDT Downtown Commercial, c. 1920  
 123 S. Main St., Vacant lot – CDT Downtown Commercial, c. 1920  
 119 S. Main St., Salon/Vacant Storefront – CDT Downtown Commercial, c. 1972  
 109 S. Main St., Heritage Bank & Trust – CDT Downtown Commercial, c. 1978  
 105 S. Main St., Lightning's Barbershop – CDT Downtown Commercial, c. 1900  
 103 S. Main St., Family Floor Covering – CDT Downtown Commercial, c. 1940 \*  
 101 S. Main St., Site Southern – CDT Downtown Commercial, c. 1940, 1970 \*  
 111 Public Sq., Vacant Storefront – CDT Downtown Commercial, c. 1940 \*  
 107-109 Public Sq., Vacant Storefront – CDT Downtown Commercial, c. 1900 \*  
 105 Public Sq., Reliant Bank – CDT Downtown Commercial, c. 1900, 1980 \*  
 103 Public Sq., Kinzer's Pharmacy – CDT Downtown Commercial, c. 1900, 1960 \*  
 202 S. Main St., Mt. Pleasant Marketplace – CDT Downtown Commercial, c. 1900 \*  
 110 Bluegrass Ave., Vacant Storefront – CDT Downtown Commercial, c. 1900  
 Bluegrass Ave. 1330A B 003, Vacant Storefront – CDT Downtown Commercial, c. 1900  
 114 Bluegrass Ave., Vacant Storefront – CDT Downtown Commercial, c. 1900  
 Bluegrass Ave., Vacant Storefront – CDT Downtown Commercial, c. 1900  
 116 Bluegrass Ave., Nance's Body Shop – CDT Downtown Commercial, c. 1900  
 120 Bluegrass Ave. Nance's Body Shop – CDT Downtown Commercial, c. 1900  
 122 Bluegrass Ave. Vacant lot – CDT Downtown Commercial, c. 2019  
 Bluegrass Ave. S. of 1330A B 018.01, Vacant lot – CDT Downtown Commercial, c. 1979  
 Bluegrass Ave. 1330A B 009, Vacant lot – CDT Downtown Commercial, c. 1978  
 124 Bluegrass Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1944  
 126 Bluegrass Ave., Vacant Barbershop – CDT Downtown Commercial, c. 1994  
 130 Bluegrass Ave., Maury Co. Courthouse – CDT Downtown Commercial, c. 2019  
 Bluegrass Ave., Vacant lot – CDT Downtown Commercial, c. 2019

## BLOCK SECTION 3 PROPERTIES IN DOWNTOWN OVERLAND

Hay Long & Goodloe St. 133J J 012, Mt. Pleasant Library – R3 High Density Residential, c. unknown  
 112 Hay Long Ave., Muletown Hemp & Café – CDT Downtown Commercial, c. 1964  
 110 Hay Long Ave., South Central Bell Office – CDT Downtown Commercial, c. unknown  
 108 Hay Long Ave., Vacant Storefront – CDT Downtown Commercial, c. 1941  
 104-106 Hay Long Ave., Too Much Stuff Emporium – CDT Downtown Commercial, c. 1900 \*  
 99 Public Square, Breckenridge Baby – CDT Downtown Commercial, c. 1900, 1960 \*  
 103-105 N. Main St., Vacant Storefront – CDT Downtown Commercial, c. 1900 \*  
 107-109 N. Main St., Perk Spot Coffee Shop – CDT Downtown Commercial, c. 1900 \*  
 111 N. Main St., Mt. Pleasant Community Development Corp. – CDT Downtown Commercial, c. 1900 \*  
 113 N. Main St., EM Space Home Furnishings – CDT Downtown Commercial, c. 1900 \*  
 115 N. Main St., Vacant – CDT Downtown Commercial, c. 1890 \*  
 117-119 N. Main St., County Probation Office – CDT Downtown Commercial, c. 1930 \*  
 121 N. Main St., MPPS – CDT Downtown Commercial, c. 1940 \*  
 123 N. Main St., MPPS – CDT Downtown Commercial, c. 1940, 1990 \*  
 201 N. Main St., US Post Office – CDT Downtown Commercial, c. 1940 \*  
 205 N. Main St., Shelter Insurance – CN Neighborhood Commercial, c. 1900  
 207 N. Main St., CPA Office – CN Neighborhood Commercial, c. 1900  
 209 N. Main St., Single-Family Dwelling – CN Neighborhood Commercial, c. 1900  
 211 N. Main St., Single-Family Dwelling – CN Neighborhood Commercial, c. 1945  
 Park Ave. & N. Main St. 133J H 008, Vacant lot – CN Neighborhood Commercial, c. 1985  
 217 N. Main St., Pruitt's Cabinet Shop – CN Neighborhood Commercial, c. 1975  
 219 N. Main St., Laundromat – CN Neighborhood Commercial, c. 1938  
 223 N. Main St., Single-Family Dwelling – CN Neighborhood Commercial, c. 1920  
 225 N. Main St., Vacant Storefront – CN Neighborhood Commercial, c. 1940  
 301 N. Main St., Advance Auto – CN Neighborhood Commercial, c. 1983  
 305 N. Main St., Mayan Riviera Restaurant – CN Neighborhood Commercial, c. 1976  
 401 N. Main St., Mt. Pleasant Tire Shop – CN Neighborhood Commercial, c. 1960  
 403 N. Main St., Vacant lot – R1 Low Density Residential, c. 1991  
 104 1<sup>st</sup> Ave., Single-Family Dwelling – R2 Medium Density Residential, c. 1950  
 105 1<sup>st</sup> Ave., Vacant lot – CN Neighborhood Commercial, c. 1982  
 107 1<sup>st</sup> Ave., Dari-Gem – CN Neighborhood Commercial, c. 1965  
 Main St. 133J H 002.02, Vacant lot – CN Neighborhood Commercial, c. 1985  
 103 W. Cooper St., Single-Family Dwelling – CDT Downtown Commercial, c. 1945  
 105 W. Cooper St., Single-Family Dwelling – CDT Downtown Commercial, c. 1945  
 107 W. Cooper St., Single-Family Dwelling – CDT Downtown Commercial, c. 1920  
 300 Goodloe St., Single-Family Dwelling – CDT Downtown Commercial, c. 1940  
 100 Park Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1940  
 101 Park Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1940  
 102 Park Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1945  
 103 Park Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1940  
 105 Park Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1945  
 N. Main St. Lot W. of 133J H 007, Vacant lot – CDT Downtown Commercial, c. 1974  
 208 Goodloe St., Duplex – CDT Downtown Commercial, c. 1945  
 204 Goodloe St., Single-Family Dwelling – CDT Downtown Commercial, c. 1925  
 202 Goodloe St., Single-Family Dwelling – CDT Downtown Commercial, c. 1910  
 Goodloe St. 133J J 010, MPPS Storage Lot – R3 High Density Residential, c. 1976  
 Goodloe St. 133J J 011, MPPS Storage Lot – R3 High Density Residential, c. unknown  
 Goodloe & Church St. Cor, MPPS Parking Lot – CDT Downtown Commercial, c. unknown  
 108 Church St., Single-Family Dwelling – CDT Downtown Commercial, c. 1925  
 Church St. 133J H 017, Vacant lot – CDT Downtown Commercial, c. 1986  
 112 Church St., Duplex – CDT Downtown Commercial, c. 1910

## BLOCK SECTION 4 PROPERTIES IN DOWNTOWN OVERLAY

306 N. Main St., Vacant lot – CN Neighborhood Commercial, c. 1925  
 302 N. Main St., Vacant lot – CN Neighborhood Commercial, c. 1967  
 216 N. Main St, Dugger’s Auto Repair – CN Neighborhood Commercial, c. 1950  
 214 N. Main St., Main St. Church of Christ accessory building – CN Neighborhood Commercial, c. 1981  
 210 N. Main St., Main St. Church of Christ – CN Neighborhood Commercial, c. unknown  
 206 N. Main St., The Pizza Place – CN Neighborhood Commercial, c. 1940  
 200 N. Main St., Mt. Pleasant Quik-Lube – CN Neighborhood Commercial, c. 1999  
 130-132 N. Main St., F&M Bank accessory building – CDT Downtown Commercial, c. 1977  
 128 N. Main St., F&M Bank – CDT Downtown Commercial, c. 1980  
 126 N. Main St., First Presbyterian Church – CDT Downtown Commercial, c. unknown  
 120 N. Main St., Storage for Too Much Stuff Emporium – CDT Downtown Commercial, c. 1960  
 118 N. Main St., Vacant Storefront – CDT Downtown Commercial, c. 1900 \*  
 114-116 N. Main St., Paperweight Printing – CDT Downtown Commercial, c. 1900, 1980 \*  
 110 N. Main St., Pearl Henry’s Boutique – CDT Downtown Commercial, c. 1900 \*  
 106 N. Main St., 1824 General Store – CDT Downtown Commercial, c. 1900 \*  
 104 N. Main St., Smelter Services Corp. – CDT Downtown Commercial, c. 2019  
 105 Bluegrass Ave., Vacant lot – CDT Downtown Commercial, c. 2019  
 109 Bluegrass Ave., Vacant lot – CDT Downtown Commercial, c. 2019  
 111-113 Bluegrass Ave. Vacant lots – CDT Downtown Commercial, c. 2019  
 123 Bluegrass Ave., Vacant Storefront – CDT Downtown Commercial, c. 1900  
 129 Bluegrass Ave., Vacant Storefront – CDT Downtown Commercial, c. 1900  
 105 Howard St., Single-Family Dwelling – CDT Downtown Commercial, c. 1940  
 107 Howard St., Single-Family Dwelling – CDT Downtown Commercial, c. 1948  
 109 Howard St., Single-Family Dwelling – CDT Downtown Commercial, c. 1947  
 111 Howard St., Single-Family Dwelling – CDT Downtown Commercial, c. 1948  
 113 Columbian Ave., Garage – CDT Downtown Commercial, c. 1979  
 Columbian Ave. 133JC A 002, Auto Storage – CDT Downtown Commercial, c. 1975  
 115 Columbian Ave., Funeral Home – R3 High Density Residential, c. 1965  
 203 Appletree St., City of Mt. Pleasant Public Works – R3 High Density Residential, c. 1967  
 110 E. Cooper St., City of Mt. Pleasant Street Dept. – R3 High Density Residential, c. 1958  
 N. Main St. off of 133J G 019.01, Main St. Church of Christ vacant lot – CN Neighborhood Commercial, c. 2002  
 Main St. E. of 133J G 022.01, Main St. Church of Christ accessory building – CN Neighborhood Commercial, c. 1983  
 104 E. Cooper St., Single-Family Dwelling – CN Neighborhood Commercial, c. 1910  
 111 E. Cooper St., Single-Family Dwelling – R3 High Density Residential, c. 1940  
 105 E. Cooper St., Vacant Warehouse – CN Neighborhood Commercial, c. 1950  
 108 E. Cooper St., West Point Missionary Baptist Church – CN Neighborhood Commercial, c. 1974

## BLOCK SECTION 5 PROPERTIES IN DOWNTOWN OVERLAND PARK

105 Broadway St., Vacant Commercial Building – CDT Commercial Downtown, c. 1950  
 Howard St. 133JC A 009.01, Vacant lot – CDT Commercial Downtown, c. 1998  
 101 Broadway St., Vacant lot – CDT Commercial Downtown, c. 1991  
 107 Broadway St., Vacant lot – CDT Downtown Commercial, c. 1972  
 109 Broadway St., Vacant lot – CDT Downtown Commercial, c. unknown  
 Broadway St., 133OB A 016.00, Vacant lot – CDT Downtown Commercial, c. 1977  
 Broadway St. 133OA B 015.00, Vacant lot – CDT Downtown Commercial, c. 1987  
 Broadway St. 133OA B 014.00, Vacant lot – CDT Downtown Commercial, c. 1986  
 117 Broadway St., Vacant lot (demolished) – CDT Downtown Commercial, c. 2019  
 119 A & B Broadway St., Vacant storefront – CDT Downtown Commercial, c. 1950  
 123 Broadway St., Ironside Church accessory building – CDT Downtown Commercial, c. unknown  
 Broadway St. 133OA B 009.00, Vacant parking lot – CDT Downtown Commercial, c. 1973  
 129 Broadway St., Two vacant commercial storefronts – CDT Downtown Commercial, c. unknown  
 127 Broadway St., Vacant storefront - CDT Downtown Commercial, c. 1900  
 218 Columbian Ave., Vacant garage - CDT Downtown Commercial, c. 1980  
 212 Columbian Ave., Commercial office structure, Single-Family Dwelling – CDT Downtown Commercial, c. 1935, 1940  
 210 Columbian Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1965  
 208 Columbian Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1984  
 204 Columbian Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1930  
 202 Columbian Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1925  
 112 Howard St., Single-Family Dwelling – CDT Downtown Commercial, c. 1925  
 110 Howard St., Single-Family Dwelling – CDT Downtown Commercial, c. 1900  
 108 Howard St., Single-Family Dwelling – CDT Downtown Commercial, c. 1925  
 100 Howard St., Unfinished garage – CDT Downtown Commercial, c. 1979  
 Howard St. 133OB A 024.00, Vacant lot – CDT Downtown Commercial, c. 1975  
 102 Howard St., Single-Family Dwelling – CDT Downtown Commercial, c. 1920  
 Bluegrass Ave. 133OB B 001.00, Vacant lot – CDT Downtown Commercial, c. 1996  
 Bluegrass Ave. 133OB B 002.00, Vacant lot – CDT Downtown Commercial, c. 1997  
 116 Broadway St., Mt. Nebo Baptist Church – CDT Downtown Commercial, c. 1974  
 Broadway St. 133OB B 004.00, Parking lot – CDT Downtown Commercial, c. 1985  
 124 Broadway St., Vacant lot – CDT Downtown Commercial, c. 1980  
 122 Broadway St., Vacant lot – CDT Downtown Commercial, c. 1975  
 126 Broadway St., Ironside Primitive Baptist Church – CDT Downtown Commercial, c. unknown  
 128 Broadway St., Vacant building – CDT Downtown Commercial, c. 1920  
 Broadway St., 133OB B 009.00, Vacant lot – CDT Downtown Commercial, c. 1989  
 130 Broadway St., Storage yard – CDT Downtown Commercial, c. 1927  
 Broadway St., 133OB B 011.00, Storage yard – CDT Downtown Commercial, c. 1998  
 140 Broadway St., Garages – CDT Downtown Commercial, c. 1983, 1987  
 Bluegrass Ave., 133OB B 018.00, Accessory building for 209 Bluegrass Ave. – CDT Downtown Commercial, c. 1993  
 209 Bluegrass Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1940  
 211 Bluegrass Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1930  
 215 Bluegrass Ave., Vacant warehouse – CDT Downtown Commercial, c. 1930  
 217 Bluegrass Ave., Single-Family Dwelling – CDT Downtown Commercial, c. 1998  
 219 Bluegrass Ave., Vacant lot – CDT Downtown Commercial, c. 1957  
 301 Bluegrass Ave., Vacant warehouse – CDT Downtown Commercial, c. 1910  
 309 Bluegrass Ave., Storage yard – CDT Downtown Commercial, c. 1989

RESOLUTION NO. 2025-14

RESOLUTION OF THE CITY OF MOUNT PLEASANT TO UPDATE THE UTILITY  
ADJUSTMENT, DEPOSIT, COLLECTION AND WRITE-OFF POLICY

WHEREAS, the City of Mount Pleasant offers utility services to its citizens.

WHEREAS, the City of Mount Pleasant keeps utility collections in separate enterprise funds.

WHEREAS, the City of Mount Pleasant desires to update its existing Utility Adjustment, Deposit, Collection, and Write-Off Policy to reflect the changes made in procedures by adopting a revised City of Mount Pleasant Utility Adjustment, Deposit, Collection, and Write-Off Policy, which is attached hereto and incorporated fully herein as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MT. PLEASANT,  
TENNESSEE:

Section 1. That the City of Mount Pleasant hereby adopts the “Utility Adjustment, Deposit, Collection, and Write-Off Policy” attached hereto as Exhibit A.

Section 2. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 3. This Resolution shall take effect immediately.

Approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
WILLIAM F. WHITE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
KORI BLEDSOE JONES, ATTORNEY

## Exhibit A

### The City of Mount Pleasant

### Utility Adjustment, Deposit, Collection and Write-Off Policy

**Intent:**

It is the intent of Board of Commissioners (hereinafter referred to as the “Board”) to establish a standardized policy for adjustments, deposits and delinquent utility accounts.

**Scope:**

This policy applies to all utility accounts of the City of Mount Pleasant (hereinafter referred to as the “City”) regardless of race, religion, age or gender.

**Procedures:**

- 1) Deposits:
  - a) Residential deposits for new services are determined based on whether the applicant is an owner or a tenant.
  - b) Commercial and industrial deposits for new services are required in an amount equal to 2.5 times *estimated* monthly usage, as determined by the discretion of the City Manager.
- 2) Adjustments:
  - a) All adjustments to the computer system must be made by the Assistant to the Public Works Director or his/her designee or the Finance Director with the City Manager’s approval.
  - b) Billing adjustments due to meter errors are to be made by the Assistant to the Public Works Director or his/her designee with the approval of the Director of Public Works.
  - c) A customer is allowed one adjustment per year due to unforeseen circumstances (i.e. water leak in the customer’s line). This adjustment must be approved by the Public Works Director and the Finance Director.
  - d) Pool adjustment is an adjustment to sewer portion only due to a customer filling a swimming pool or other large container. This adjustment must be approved by the Public Works Director and the Finance Director.
  - e) An adjustment must be made upon written notification in the form of a court order, including, but not limited to a discharge in bankruptcy. Such an adjustment requires no other approval from a City Official.
  - f) The City Manager has the discretion to interpret the policy or address issues not provided for in the policy.
- 3) Late Charges:

A late payment charge of 10% shall be added to each customers’ bill for the amount unpaid after the bill date specified on the bill.
- 4) Payment Extensions: Payment extensions may be granted in accordance with Ordinance No. 2017-1010 or any succeeding ordinance. In addition to other requirements, this ordinance



requires the written approval of the Director of Public Works and the City Manager and is limited to twice per year. Arrangements beyond the scope of this resolution require City Manager authorization.

5) Service Disconnection:

- a) Payments not received before the disconnect date printed on the bill will be subject to immediate disconnection of services.
- b) Services disconnected are charged a \$75 disconnect fee due to non-payment.

6) Return Checks:

- a) The fee for return checks is \$30.00 plus any fees the bank charges the City for chargeback items.
- b) After two return checks in a year are presented, the City will refuse to accept checks as a valid form of payment.

7) Collections:

- a) After an account is 90 days past due, it will be put into pre-collections.
- b) Accounts that are more than 180 days overdue will be submitted to the Board for review and classified as bad debt, subject to write-off. Any subsequent collections will be considered a miscellaneous income, bad debt recovery with a notation made in the customer's permanent file. This in no way precludes further collection efforts.
- c) In the event an account has a legal action taken for its collection, the City shall request the court to award reasonable attorneys' fees for one third of the outstanding balance plus court costs to the City to cover additional collection expenses.

8) Agreement:

- a) All parties applying for the service must sign this policy in order to be provided service.

RESOLUTION 2025-15

A RESOLUTION OF THE CITY OF MOUNT PLEASANT, TENNESSEE TO ENFORCE THE COLLECTION OF THE 2023 DELINQUENT CITY REAL PROPERTY TAXES AND RATIFICATION OF THE DELINQUENT TAX LAWSUIT

WHEREAS, the real property taxes for the year 2023, and all prior years that remain unpaid, are due and owing to the City of Mount Pleasant (“Delinquent City Real Property Taxes”); and,

WHEREAS, The Board of Commissioners of the City of Mount Pleasant hereby elects to enforce the collection of said delinquent City Real Property Taxes in Chancery County by its City Attorney; and,

WHEREAS, the Board ratifies the filing of the delinquent tax lawsuit, Maury Co. Chancery Case No. 25-117 filed by the City Attorney on April 1, 2025, including the report provided by the City Recorder of all delinquent City Real Property Taxes for the year of 2023, plus any and all prior years that remain unpaid; and,

WHEREAS, it is in the best interests of the City of Mount Pleasant to enforce the collection of the delinquent taxes and ratify the lawsuit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. The City of Mount Pleasant, Tennessee enforces the collection of the delinquent City Real Property Taxes for the year 2023 and all prior years that remain unpaid, and ratifies the delinquent tax lawsuit, Maury Co. Chancery Case No. 25-117 filed by the City Attorney on April 1, 2025, including the report provided by the City Recorder of all delinquent City Real Property Taxes for the year of 2023, plus any and all prior years that remain unpaid.

Section 2. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 3. This Resolution shall take effect immediately.

Approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
WILLIAM F. WHITE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
SHIPHRAH, RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
KORI BLEDSOE JONES, ATTORNEY

Run At: 4/1/2025 1:33 PM  
Run By: kconnell@localgovcorp.com

City of Mount Pleasant  
Clerk and Master Export Report

Section 11, Item C.

Tax Year	Receipt #	Parcel/Property Address	Name/Mailing Address	SSD Amount	Tax Amount	Paid Amount	Owed Amount
2023	104	07-133-P -133-P -B -008.00- -000 Glass St Aly Off	Ball Robert 121 Riddle Rd Winchester TN 37398	\$0.00	\$53.00	\$0.00	\$53.00
2023	138	07-133-N -133-O -D -004.00- -000 451 Southport Rd	Bellafant Anthony Etux Carolyn 451 Southport Rd Mt Pleasant TN 38474	\$0.00	\$298.00	\$0.00	\$298.00
2023	139	07-133-G -133-G -B -007.00- -000 503 N Elm St	Benderman Kendrick B Etux Teresa M 503 N Elm St Mt Pleasant TN 38474	\$0.00	\$658.00	\$0.00	\$658.00
2023	237	07-133-J -133-J -F -002.01- -000 Cooper St	Bradley David 108 Williamsburg Pl Franklin TN 37064	\$0.00	\$63.00	\$0.00	\$63.00
2023	407	07-133-N -133-N -B -001.00- -000 521 Southport Rd	Chatman Larry Dwayne 521 Southport Rd Mount Pleasant TN 38474	\$0.00	\$275.00	\$0.00	\$275.00
2023	454	07-150-B -150-B -B -017.00- -000 Conway St	Cole Investments Llc C/O Vps Llc 524 East Iris Dr Nashville TN 37204	\$0.00	\$46.00	\$0.00	\$46.00
2023	455	07-150-B -150-B -C -003.00- -000 Valley Rd	Cole Investments Llc C/O Vps Llc 524 East Iris Dr Nashville TN 37204	\$0.00	\$78.00	\$0.00	\$78.00
2023	457	07-127- -127- - -027.00- -000 206 Canaan Rd	Cole Leo Sr 206 Canaan Rd Mt Pleasant TN 38474	\$0.00	\$528.00	\$0.00	\$528.00
2023	656	07-133-H -133-H -D -008.00- -000 919 1St Ave	Dyad Investments Llc 223 Towne Center Pkwy #1956 Spring Hill TN 37174	\$0.00	\$254.00	\$0.00	\$254.00
2023	658	07-133-J -133-J -A -012.00- -000 405 Florida Ave	Eastep Aaron Etux Tiffany 1569 Gibson Hollow Mt Pleasant TN 38474	\$0.00	\$491.00	\$0.00	\$491.00
2023	659	07-150-B -150-B -A -013.08- -000 141 Scott Town Rd	Eastep Aaron Etux Tiffany Eastep 1569 Gibson Hollow Rd Mt Pleasant TN 38474	\$0.00	\$56.00	\$0.00	\$56.00
2023	686	07-133-J -133-J -E -002.00- -000 303 Cross Ave	Edwards Donnie 2044 Mooresville Pike Culleoka TN 38451	\$0.00	\$262.00	\$0.00	\$262.00
2023	695	07-133-O -133-O -C -023.00- -000 133 Olive St	Elkhatib Mahmoud Salem 1600 Woodland St Nashville TN 37206	\$0.00	\$137.00	\$0.00	\$137.00

Run At: 4/1/2025 1:33 PM  
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City of Mount Pleasant  
Clerk and Master Export Report

Section 11, Item C.

Tax Year	Receipt #	Parcel/Property Address	Name/Mailing Address	SSD Amount	Tax Amount	Paid Amount	Owed Amount
2023	729	07-133-F -133-G -D -015.00- -000 800 N Main St	Finley Jean E 800 N Main St Mount Pleasant TN 38474	\$0.00	\$897.00	\$0.00	\$897.00
2023	858	07-133-J -133-J -E -010.00- -000 304 Bryson St	Gonzalez-Medina Pablo 212 Davis Ave Columbia TN 38401	\$0.00	\$63.00	\$0.00	\$63.00
2023	931	07-133-O -133-O -K -023.00- -000 417 S Main St	Guthrie Dora Etal %Annie F Dobbins 19 Belle Forrest Nashville TN 37206	\$0.00	\$106.00	\$0.00	\$106.00
2023	974	07-150-A -133-P -B -028.01- -000 503 Glass St	Harris Robert & Harry Armstrong 121 Hillside Dr Hendersonville TN 37075	\$0.00	\$106.00	\$0.00	\$106.00
2023	979	07-133-O -133-O -F -009.00- -000 118 Jordan Ave	Hassell Sonya P O Box 25 Mt Pleasant TN 38474	\$0.00	\$86.00	\$0.00	\$86.00
2023	1061	07-133-H -133-H -D -014.00- -000 N High St	Holmes Austin Joseph 1404 Wilson Ct Columbia TN 38401	\$0.00	\$169.00	\$0.00	\$169.00
2023	1297	07-150-B -150-B -A -013.03- -000 137 Scott Town Rd	Korish Terrance A 137 Scott Town Rd Mount Pleasant TN 38474	\$0.00	\$91.00	\$0.00	\$91.00
2023	1319	07-133-OB-133-O -M -011.00- -000 124 Broadway St	Lee Diane 1620B Lindsey Dr Columbia TN 38401	\$0.00	\$14.00	\$0.00	\$14.00
2023	1352	07-133-H -133-H -D -025.01- -000 N High St	Lopez Adriana 3873 Roxberry Hill Ln Buford GA 30518	\$0.00	\$169.00	\$0.00	\$169.00
2023	1416	07-133-G -133-H -B -002.00- -000 601 Pleasantwood Dr	Martinez Charles R Etux Marilyn E Cathy S Stefon C/O Charles Jackson 82 Plantation Point #295 Fairhope AL 36532	\$0.00	\$1,738.00	\$0.00	\$1,738.00
2023	1496	07-133-O -133-O -E -020.00- -000 209 Olive St	Mcclure Robert Etux Lena 3010 Lawrence Cres Flossmoor IL 60422	\$0.00	\$302.00	\$0.00	\$302.00
2023	1561	07-127- -127- - -044.00- -000 Charles Tisher Ln	Mhb Property Holdings Llc Attn:Scott Freeman 3350 Bailey Rd Franklin TN 37064	\$0.00	\$1,493.00	\$0.00	\$1,493.00
2023	1582	07-133-O -133-O -K -016.00- -000 104 Brisco Aly	Minor Michael L Etux Tamara M 104 Brisco Aly Mt Pleasant TN 38474	\$0.00	\$164.00	\$0.00	\$164.00

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City of Mount Pleasant  
Clerk and Master Export Report

Section 11, Item C.

Tax Year	Receipt #	Parcel/Property Address	Name/Mailing Address	SSD Amount	Tax Amount	Paid Amount	Owed Amount
2023	1697	07-133-G -133-G -F -005.00- -000 515 Walnut St	Oliver Priscilla J 515 Walnut St Mt Pleasant TN 38474	\$0.00	\$362.00	\$0.00	\$362.00
2023	1824	07-133-N -133-N -A -019.00- -000 467 Southport Rd	Property Solutions Construction Llc & New Finish Llc 1115 Salisbury Dr Columbia TN 38401	\$0.00	\$373.00	\$0.00	\$373.00
2023	1852	07-133-JD-133-J -M -001.00- -000 103 N Main St	Rail Janet 111 N Second St Selmer TN 38375	\$0.00	\$1,550.00	\$0.00	\$1,550.00
2023	1954	07-133-OB-133-O -M -014.00- -000 128 Broadway St	Ritch Robert 1201 6Th Ave Ste 100 Bradenton FL 34205	\$0.00	\$81.00	\$0.00	\$81.00
2023	1955	07-133-J -133-J -E -008.00- -000 401 Railroad St	Rivers Deborah L & Tammie L Rivers 401 Railroad St Mount Pleasant TN 38474	\$0.00	\$271.00	\$0.00	\$271.00
2023	2052	07-150-G -150-G -A -002.00- -000 7606 Dugger St	Scales Lou Anne 7606 Dugger St Mt Pleasant TN 38474	\$0.00	\$375.00	\$0.00	\$375.00
2023	2060	07-133-O -133-O -G -020.00- -000 209 S Main St	Schwartz Edna S 209 S Main St Mt Pleasant TN 38474	\$0.00	\$688.00	\$0.00	\$688.00
2023	2200	07-133-O -133-O -G -002.00- -000 222 Olive St	Stout Rick 2919 Henbrook Dr Columbia TN 38401	\$0.00	\$74.00	\$11.96	\$62.04
2023	2217	07-133-P -133-P -B -006.00- -000 Glass St	Swindle Zeke 706 Bumpas Rd Lawrenceburg TN 38464	\$0.00	\$53.00	\$0.00	\$53.00
2023	2301	07-150- -150- - -054.00- -000 1051 S Main St	Tomlin Marie Katherine Etal C/O Tomlin Construction Co Inc 108 Pawnee Trl Columbia TN 38401	\$0.00	\$1,380.00	\$0.00	\$1,380.00
2023	2302	07-150- -150- - -054.02- -000 1059 S Main St	Tomlin Marie Katherine Etal 108 Pawnee Trl Columbia TN 38401	\$0.00	\$2,463.00	\$0.00	\$2,463.00
2023	2340	07-133-J -133-J -K -016.01- -000 Haylong Ave N Of	Turner Brianna 201 Longmeadow Cir Pulaski TN 38478	\$0.00	\$95.00	\$0.00	\$95.00
2023	2350	07-133-J -133-J -E -029.00- -000 310 Carpenter St	Underwood Carla K 310 Carpenter St Mount Pleasant TN 38474	\$0.00	\$357.00	\$0.00	\$357.00



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City of Mount Pleasant  
Clerk and Master Export Report

Section 11, Item C.

Tax Year	Receipt #	Parcel/Property Address	Name/Mailing Address	SSD Amount	Tax Amount	Paid Amount	Owed Amount
2023	2377	07-133-OB-133-O -M -026.00- -000 Broadway St	Vestal Judith E 246 Shepard St Ne Cleveland TN 37311	\$0.00	\$50.00	\$0.00	\$50.00
2023	2477	07-150-B -150-B -D -013.00- -000 495 Valley Rd	White Brian P O Box 683 Mt Pleasant TN 38474	\$0.00	\$39.00	\$0.00	\$39.00
2023	2478	07-150-B -150-B -D -013.01- -000 501 Valley Rd	White Brian P O Box 683 Mt Pleasant TN 38474	\$0.00	\$78.00	\$0.00	\$78.00
2023	2563	07-133-O -133-O -C -019.00- -000 201 Jordan Ave	Young Cochita 201 Jordan Ave Mt Pleasant TN 38474	\$0.00	\$267.00	\$0.00	\$267.00
2023	2567	07-150-B -150-B -A -005.00- -000 Conway St	Young Roderick Deray 113 Tulip St Mt Pleasant TN 38474	\$0.00	\$57.00	\$0.00	\$57.00
2023	2570	07-126- -000- - -041.67- -000 102 CHARLES TISHER LN	MHB PROPERTY HOLDINGS LLC SCOTT FREEMAN 3350 BAILEY RD Franklin TN 37064	\$0.00	\$6,097.00	\$0.00	\$6,097.00
Grand Totals:				\$0.00	\$23,307.00	\$11.96	\$23,295.04

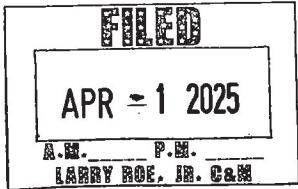
IN THE CHANCERY COURT FOR MAURY COUNTY, TENNESSEE  
AT COLUMBIA

CITY OF MOUNT PLEASANT, TENNESSEE, )  
 )  
 ) Plaintiff, )

Vs. )

THE FOLLOWING DELINQUENT )  
TAXPAYERS AS SHOWN ON THE 2023 )  
REAL PROPERTY DELINQUENT TAX )  
AND RECORDS OF THE CITY OF )  
MOUNT PLEASANT, )  
 )  
 ) Defendants. )

Case No. **25-177**



SEE ATTACHED EXHIBIT "A" FOR A LIST OF PROPERTY OWNERS

COMPLAINT

Comes the Plaintiff, City of Mount Pleasant, Tennessee, a municipal corporation, and sues the Defendants, and shows unto the Court as follows:

1. Plaintiff would respectfully state and show the Court that it is a municipal corporation chartered under the Uniform City Manager-Commission Charter as set forth in Tennessee Code Annotated, with its situs in Maury County, Tennessee.
2. That all the Defendants named herein are residents of Maury County, Tennessee, insofar as is known to the Plaintiff or have a place of business or agent in Maury County, Tennessee, except that the residence of the heirs of the estate parties shown in the caption and in the schedule attached as "Exhibit A" are unknown to the Plaintiff, and it is also not known whether they are residents or non-residents of the State of Tennessee.
3. Plaintiff would further state that the Defendants are severally liable and indebted to the City of Mount Pleasant for City Real Property Taxes for the year of 2023, plus any and all prior years that remain unpaid, together with costs, fees and

attorney’s fees, penalties and interest as fixed by law, subject, however, to credit for any deposit thereon, upon said properties, and in the amounts as set out in the schedule attached as “Exhibit A” herewith filed, which is asked to be made a part of this Complaint as fully as if copied herein. Said schedule attached as “Exhibit A” shows the name of the owner of the property insofar as it is known by the Plaintiff, the District in which said property is located, the amount of the City Real Property Taxes for the year of 2023, plus any and all prior years that remain unpaid, to which should be added all costs, fees, penalties, interest and attorney’s fees as is fixed by the laws and ordinances of the City of Mount Pleasant and the State of Tennessee.

4. Plaintiff is advised that the properties so shown in the schedule attached as “Exhibit A” are owned and possessed by the Defendants to whom they are assessed, and where properties are assessed to an estate they are owned by the respective estates.

5. Plaintiff further states that regular assessments were made against said properties, and that said assessments have been duly passed through all process required by the laws and ordinances and Charter of the City of Mount Pleasant, and are now past due, owing, unpaid and delinquent.

6. That the Board of Commissioners of the City of Mount Pleasant elected to enforce the collection of said delinquent City Real Property Taxes in the Chancery County by its City Attorney. Pursuant thereto, the City Recorder reported to said City Attorney all delinquent City Real Property Taxes for the year of 2023, plus any and all prior years that remain unpaid, setting forth the person to whom said realty is assessed as owner; the book and page where deeds are recorded; the description of the property; the map and parcel number of the property; and the amount of City Real Property Taxes due thereon. Said list was duly certified by the City Recorder, and pursuant thereto notice was given in a newspaper published in Maury County, Tennessee, that said City Real Property Taxes were delinquent and that suit would be filed on April 1, 2025.

7. Plaintiff would further state that the City Real Property Taxes set out in the schedule attached as “Exhibit A” should be added the interest, penalty, costs, and attorney’s fees as provided by the laws and ordinances of the City of Mount Pleasant

and the State of Tennessee. In addition, Plaintiff states that said City is entitled under the provisions of its Charter and the laws pertaining to the City, to have a lien on the properties described in said schedule attached as "Exhibit A" to secure the payment of said City Real Property Taxes, together with all interest, penalty, costs and attorney's fees due thereon, or such fees and costs that have, or may accrue thereon, by reason of the filing of this Complaint; that the Plaintiff is entitled to file its Complaint for the purpose of procuring a judgment against each of the Defendants for the amount opposite their respective names in said schedule attached as "Exhibit A", plus interest, penalty, costs and attorney's fees, as provided by law; and to enforce Plaintiff's lien against the respective lands by a sale of said properties for the amount of judgment had thereunder.

**Wherefore, Premises Considered, Plaintiff Prays:**

1. That all those named in the caption and in the schedule attached as "Exhibit A" of this Complaint as Defendants be made such by the issuance and service of process as to those who are residents of Tennessee, and that any who may appear to be non-residents of the State of Tennessee and the unknown heirs of the Defendant estates as shown in said caption and in said schedule attached as "Exhibit A" be made Defendants by publication as required by law, and that all be required to answer this Complaint, but oaths to any answers are waived.
2. That a Guardian Ad Litem be appointed for any and all minor Defendants, or those in the Armed Services of the United States, that may or shall become parties to this suit.
3. That all necessary references to the Master be made and that judgments be rendered in favor of the Plaintiff against the respective Defendants for the amount of City Real Property Taxes owed by each of them respectively, including interest, penalty, fees, costs and attorney's fees, as provided by law.
4. That the Plaintiff have a Decree declaring the lien in favor of the City of Mount Pleasant on all of the respective property described in said schedule attached as "Exhibit A" to secure the payment of such judgment as may be rendered, and to enforce



said lien on the properties described in said schedule attached as "Exhibit A", and that Plaintiff's judgments be satisfied by sale of the real property.

5. That upon application of the Plaintiff, a receiver be appointed to take charge of any or all of the properties which are the subject matter of this litigation, and which are described in said schedule, for the purpose of collection of any applicable rent and profits. That after paying the receivership costs, any such rents and profits received may be applied to said taxes, interest, penalties, fees, costs and attorney's fees, and that in the event of sale of said property to enforce the liens and judgments obtained, the proceeds shall be applied to the said judgments.

6. Plaintiff prays for all such other, further, and general relief as it may be entitled to in the properties.

The City of Mount Pleasant, Tennessee

By Kori Bledsoe Jones  
Kori Bledsoe Jones, City Attorney

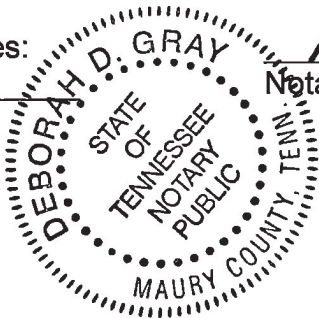
**State of Tennessee**  
**County of Maury**

Kori Bledsoe Jones makes oath that she is that attorney for the Plaintiff in the foregoing Complaint, and that the statements made in said Complaint are true to her own knowledge, except those made on information and belief, and those she believes to be true.

Kori Bledsoe Jones  
Kori Bledsoe Jones

Sworn to and subscribed before me, a Notary Public, this the 1<sup>st</sup> day of April, 2025.

My commission expires: 4/26/2027



Deborah D. Gray  
Notary Public



RESOLUTION 2025-16

A RESOLUTION OF THE CITY OF MOUNT PLEASANT TO AUTHORIZE THE MAYOR  
TO EXECUTE THE GOVERNMENT GRANT CONTRACT RELATED TO THE  
CONNECTED COMMUNITY FACILITIES GRANT

WHEREAS, by Resolution 2024-41 and 2024-14, the City of Mount Pleasant, Tennessee applied for funds from the State of Tennessee Department of Economic and Community Development “Connected Community Facilities (CCF)” Grant Program; and,

WHEREAS, the “Connected Community Facilities (CCF)” Grant Program awarded a total grant amount of \$1,980,000 and submitted the *Grant Contract Between the State of Tennessee Department of Economic and Community Development and City of Mount Pleasant* (“Government Grant Contract”) attached hereto and incorporated by reference as Exhibit A; and,

WHEREAS, the City of Mount Pleasant wishes to accept the funds and authorize the Mayor to execute the Government Grant Contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. The City of Mount Pleasant accepts the grant funds and the Mayor is authorized and directed to execute the *Grant Contract Between the State of Tennessee Department of Economic and Community Development and City of Mount Pleasant* (“Government Grant Contract”) attached hereto and incorporated by reference as Exhibit A; and,

Section 2. The Mayor be authorized and directed to enter into all necessary agreements to receive and administer such grant funds;

Section 3. The total cost of the local match as outlined in the Government Grant Contract be budgeted for appropriately by the City Manager.

Section 4. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 5. This Resolution shall take effect immediately.

Approved and adopted this \_\_\_\_\_ day of April, 2025.

\_\_\_\_\_  
WILLIAM F. WHITE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
SHIPRAH COX, RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
KORI BLEDSOE JONES, ATTORNEY



# GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

<b>Begin Date</b> October 14, 2024	<b>End Date</b> October 31, 2026	<b>Agency Tracking #</b> 33023-64025	<b>Edison ID</b>
<b>Grantee Legal Entity Name</b> City of Mount Pleasant			<b>Edison Vendor ID</b> 4109
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>Assistance Listing Number:</b> 21.029	<b>Grantee's Fiscal Year End:</b> June 30
<b>Service Caption</b> (one line only) CPF Broadband Connected Community Facilities Grant Program – (ARPA-CPF)			
<b>Funding —</b>			
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>
2025		\$1,980,000.00	
<b>TOTAL:</b>		<b>\$1,980,000.00</b>	
<b>Grantee Selection Process Summary</b>			
<input checked="" type="checkbox"/> Competitive Selection		Grantees are selected based on the procedures outlined in the Delegated Grant Authority for this program.	
<input type="checkbox"/> Non-competitive Selection			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		<b>CPO USE - GG</b>	
<b>Speed Chart</b> (optional)	<b>Account Code</b> (optional)		

GC:10/14/2024

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT  
AND  
CITY OF MOUNT PLEASANT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Mount Pleasant, hereinafter referred to as the "Grantee," is for the provision of services relating to the TNECD Broadband Connected Community Facilities Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4109

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. This Grant Contract is made under the Connected Community Facilities Program (the "Program") for the purpose of encouraging broadband deployment to unserved homes and businesses within the State of Tennessee. As part of its application for funding under the Program, the Grantee has agreed to complete the activities selected below in this Section A.2 and further described in Attachment A (*Detailed Scope of Services*) (hereinafter, the "Project Activities").

- ☒ Planning & Design
- ☒ Construction & Rehabilitation
- ☒ Furnishings & Equipment
- ☐ Other

A.3. Reserved.

A.4. Reserved.

A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.

A.6. Statement of Assurances. The Grantee agrees to comply with the *American Rescue Plan Grant Statement of Assurances*, attached to this Grant Contract as Attachment C and incorporated herein by reference.

**B. TERM OF CONTRACT:**

- B.1. This Grant Contract shall be effective for the period beginning on October 14, 2024 ("Effective Date") and ending on October 31, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Pre-award Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal pre-award authority. Federal pre-award authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract

may be predicated wholly or in part on the State's exercise of federal pre-award authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
  - (1) Activities that are reasonably related to the Scope of Services;
  - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
  - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal pre-award authority.
- b. The Grantee understands the federal pre-award authority system and its relation to this Grant Contract.
- c. Pre-award authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
- d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
- e. To the extent that this Grant Contract is funded through federal pre-award authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
  - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
  - (2) the relevant federal agency fails or refuses to finalize a grant; or
  - (3) the relevant federal agency refuses to reimburse specific expenses incurred under pre-award authority.
- f. The start date of the State's federal pre-award authority is **March 15, 2021**.

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

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Nine Hundred Eighty Thousand Dollars and No Cents (\$1,980,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment D is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.



- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee 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 shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

ECD.Invoices@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Economic and Community Development, Broadband Unit.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
    - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
    - ii. The amount reimbursed by Grant Budget line-item to date.
    - iii. The total amount reimbursed under the Grant Contract to date.
    - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
  - b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
  - c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee

shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the foregoing above, and in addition to the liability provisions of Section A.3. of this Grant Contract, the Grantee shall also be liable to the State for actual damages caused by any Breach Condition, and the State may seek all other remedies allowed at law or in equity for breach of this Grant Contract.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract 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 Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, 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 contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight



courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

*The State:*

Taylre M. Beaty, State Broadband Director  
TNECD  
Tennessee Tower, 27th Floor  
312 Rosa L. Parks Ave.  
Nashville, TN 37203  
taylre.beaty@tn.gov  
Telephone # (615) 741-1901

*The Grantee:*

The Honorable Bill White, Mayor  
City of Mount Pleasant  
100 Public Square  
Mt Pleasant, TN 38474  
bwhite@mountpleasanttn.org  
Telephone # 615-624-1804

With a copy to (if applicable):  
Danny Coleman  
dcoleman@sctdd.org

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee 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.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. Reserved.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law. The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year,

the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract 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.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9



and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased

with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee 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 Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

## **E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
  - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.3. Conditional Award. The award of this grant is conditional based on the successful completion of the environmental review process. In accordance with 24 CFR Part 58, recipients, owners, developers, sponsors or any third-party partners cannot undertake any physical actions on a site, commit, expend, or enter into any legally binding agreements that constitute choice-limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and, if required, the Grantee has received a Release of Funds from the State. Choice-limiting actions are defined by HUD as expenditure of funds or entrance into a legally binding agreement for property acquisition, demolition, movement, rehabilitation, conversion, repair or construction. Any violation of this provision will result in the automatic denial of this funding request (or de-obligation of the CDBG funds, if already awarded).

The Grantee's failure to comply with the above requirements is a breach of this Grant Contract for which the State may terminate this Grant Contract for cause under Section D.4. above. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.



IN WITNESS WHEREOF,

CITY OF MOUNT PLEASANT:

---

GRANTEE SIGNATURE

DATE

THE HONORABLE BILL WHITE, MAYOR

---

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

STATE OF TENNESSEE, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

---

STUART C. MCWHORTER, COMMISSIONER

DATE

ATTACHMENT A

PROJECT ACTIVITIES	
CATEGORY	DETAIL
Construction and Rehabilitation	The Grantee shall utilize grant funds to complete an interior renovation of approximately 4,500 square feet on the main floor of the Mount Pleasant Community Center, located at 501 Gray Lane, Mount Pleasant, TN 38474, for the purposes of education, workforce development, broadband adoption, and healthcare monitoring services. The renovation of the facility shall involve the addition of a wall opening between two existing rooms, creation of an exam room, renovation of an existing warming kitchen, and updated bathrooms.
Planning and Design	The Grantee shall utilize grant funds to procure planning and design services including architectural, structural engineering, mechanical engineering, electrical, plumbing design, and review costs.
Furnishings and Equipment	The Grantee shall utilize grant funds to procure furnishings and equipment including: 10 personal computers, desks and chairs, a commercial kitchen range and hood, one grease trap, one commercial ice machine, telehealth suite equipment, and any other furnishings or equipment necessary to complete the space.

## ATTACHMENT B

Federal Award Identification Worksheet	
Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	City of Mount Pleasant
Subrecipient's Unique Entity Identifier (SAM)	PAK1LC29TPT1
Federal Award Identification Number (FAIN)	CPFFN0182
Federal award date	2/8/2022
Subaward Period of Performance Start and End Date	October 14, 2024 through October 31, 2026
Subaward Budget Period Start and End Date	October 14, 2024 through October 31, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	21.029
Grant contract's begin date	October 14, 2024
Grant contract's end date	October 31, 2026
Amount of federal funds obligated by this grant contract	\$1,980,000.00
Total amount of federal funds obligated to the subrecipient	\$1,980,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$ 215,218,861.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Coronavirus Capital Projects Fund
Name of federal awarding agency	Department of Treasury
Name and contact information for the federal awarding official	Charles Eberle, Director Charles.Eberle@treasury.gov 202-809-8991 1136 20th St. NW Washington, D.C. 20551
Name of pass-through entity	Tennessee Department of Economic and Community Development
Name and contact information for the pass-through entity awarding official	Taylre M. Beaty, State Broadband Director TNECD Tennessee Tower, 27th Floor 312 Rosa L. Parks Ave.. Nashville, TN 37203 taylre.beaty@tn.gov Telephone # (615) 741-1901
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

**ATTACHMENT C**

**CAPITAL PROJECT FUND (CPF)  
STATEMENT OF ASSURANCES**

The applicant hereby assures and certifies that:

(a) Authority.

- (1) It possesses legal authority to apply for the grant and to execute the proposed program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

(b) Office of Management and Budget (“OMB”) and Department of the Treasury.

- (1) It will adhere to the principles and standards governing the application for, acceptance, and use of Federal funds under this document as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards codified at 2 CFR Part 200.
- (2) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administration requirements, approved in accordance with the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- (3) It will comply with all requirements of the American Rescue Plan Act of 2021 including any guidance from the U.S. Department of the Treasury regarding the State and Local Fiscal Recovery Fund.

(c) Labor and Employment.

It will comply with:

- (1) State laws and regulations regarding the administration and enforcement of labor standards including, but not limited to, the Tennessee Lawful Employment Act (See Tenn. Code Ann. § 50-1-707).
- (2) The provisions of the Davis-Bacon Act (40 U.S.C. §§ 3141–3148) with respect to prevailing wage rates (except for projects under the prescribed threshold);
- (3) Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. §§ 3701–3708) requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;
- (4) Federal Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.*, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
- (5) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086, and the regulations issued pursuant thereto (41 CFR § 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors of Federal and Federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship; and
- (6) The non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in Executive Order 13279.

(d) Non-Discrimination.

It will comply with:

- (1) Title VI of the Civil Rights Act of 1964, as amended (Pub. L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national

origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits;

(2) Other applicable civil rights laws, including the Americans with Disabilities Act of 1990.

(e) Conflicts and Kickbacks.

- (1) It will establish safeguards to prohibit employees, consultants, and elected officials from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (2) It will comply with the Copeland Anti-Kickback Act of 1934 (18 U.S.C. § 874), and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3, which outlaws and prescribes penalties for "kickbacks" of wages in Federally financed or assisted construction activities.
- (3) It will comply with the following provisions, which limit the political activity of employees: 18 U.S.C. §§ 594, 595, 598, 600, 601, 604, 605.

(f) Byrd Anti-Lobbying Amendment.

It will comply with Section 319 of Public Law 101-121 found in the Federal Register Vol. 54 No. 243.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, which exceed the dollar limits set forth in the Byrd amendment, (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(h) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- (1) If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows;



- (2) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (3) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (4) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (5) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (i) Miscellaneous.
- (1) It will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract.
  - (2) It will give the State, U.S. Department of the Treasury, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.
  - (3) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR Subt. C, Ch. 101, Subch. A, Pt. 101-8). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
  - (4) It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
  - (5) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and other such information as requested.
  - (6) It will comply with guidance from the U.S. Department of Treasury and other Federal entities with oversight of the programs including the guidance included in the "Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities" - <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

- (7) It will assist TNECD with reporting required by the U.S. Department of Treasury or the Tennessee Department of Finance and Administration.
- (8) Projects funded by the Capital Projects Fund must comply with all applicable federal environmental laws. Generally, the National Environmental Policy Act does not apply to Projects funded by the Capital Projects Fund.<sup>12</sup> Prior to funding a Capital Project, Recipients may complete an environmental checklist, to be made available on the Capital Projects Fund website, to determine whether certain environmental laws apply. Generally, Capital Projects that do not involve construction activities will not be subject to federal environmental review requirements.

<https://home.treasury.gov/system/files/136/CPF-Environmental-Questionnaire.pdf>

The applicant hereby certifies that it will comply with the above stated assurances.

*Signature, Chief Executive Officer*

\_\_\_\_\_  
*Name (typed or printed)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**ATTACHMENT D**

Page 1

<b>GRANT BUDGET</b>			
<b>GRANT CONTRACT #:</b> _____ <b>GRANTEE:</b> <u>City of Mount Pleasant</u> <b>GRANTEE CONTACT:</b> <u>Bill White, bwhite@mountpleasanttn.org</u> <b>PROGRAM AREA:</b> <u>CPF Broadband Connected Community Facilities Grant Program</u>			
<b>The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following period:</b>  <b>BEGIN: October 14, 2024</b> <b>END: October 31, 2026</b>			
<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT*</b>	<b>GRANTEE PARTICIPATION<sup>3</sup></b>	<b>TOTAL PROJECT</b>
Construction	\$1,544,411.70	\$171,601.30	\$1,716,013.00
Architect Fees / Engineering Fees	\$201,177.00	\$22,353.00	\$223,530.00
Professional Fee, Grant, and Award <sup>2</sup>	\$ 0.00	\$ 0.00	\$ 0.00
Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$74,903.40	\$8,322.60	\$83,226.00
Grantee / Project Administration	\$45,000.00	\$5,000.00	\$50,000.00
Capital Purchase <sup>2</sup>	\$11,250.00	\$1,250.00	\$12,500.00
Other Non-Personnel <sup>2</sup>	\$ 0.00	\$ 0.00	\$ 0.00
Project Contingency	\$103,257.90	\$11,473.10	\$114,731.00
<b>GRAND TOTAL</b>	<b>\$1,980,000.00</b>	<b>\$220,000.00</b>	<b>\$2,200,000.00</b>

<sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

<sup>3</sup> Grantee Participation Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Participation Requirement.

ATTACHMENT D

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
N/A	\$ 0.00
TOTAL	<u><u>\$ 0.00</u></u>

OTHER NON-PERSONNEL	AMOUNT
N/A	\$ 0.00
TOTAL	<u><u>\$ 0.00</u></u>

CAPITAL PURCHASE	AMOUNT
Commercial kitchen range and hood	\$12,500.00
TOTAL	<u><u>\$12,500.00</u></u>

RESOLUTION 2025-17

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH  
906 STUDIO, PLLC FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE  
RENOVATION OF THE COMMUNITY CENTER

WHEREAS, the City of Mount Pleasant, Tennessee received a grant for the renovation of the community center; and,

WHEREAS, the City of Mount Pleasant desires to enter into a new Professional Services Agreement with 906 Studio, PLLC to provide architectural and engineering services for the renovation of the community center; and,

WHEREAS, a agreement to provide architectural and engineering services for the project is attached hereto and incorporated herein as **Exhibit A**; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. The City of Mount Pleasant Board of Commissioners approves the agreement to provide architectural and engineering services on the terms set forth on **Exhibit A** and authorizes and directs the Mayor to sign the same.

Section 2. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 3. This Resolution shall take effect immediately.

Approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
WILLIAM F. WHITE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
KORI BLEDSOE JONES, ATTORNEY



906

March 10, 2025

Phillip Grooms, City Manager  
City of Mt. Pleasant  
P.O. Box 426  
Mt. Pleasant, TN 38474

**RE:     Mt. Pleasant Community Center - Renovations**  
Mt. Pleasant, Tennessee

Dear Phillip:

We’ve enjoyed meeting with your team and the local partners and we are excited at the opportunity to enhance the community with the renovations to the existing Mt Pleasant Community Center.

As requested, we are pleased to offer the following letter of agreement to provide architectural and engineering services for the above referenced project based on the following project description, proposed scope of services and fee structure between the Owner (**City of Mt. Pleasant**) and the Architect (**906 Studio, PLLC**).

If you find this agreement acceptable please sign on the final page of this document and forward to our offices for our records. We will be prepared to discuss a schedule for the work upon your execution of this agreement.

**I. PROJECT DESCRIPTION**

The design fees noted below are based upon the following project scope:

- The project site is an existing, approximately 20,000 square foot, single story, CMU block and Pre-Engineered Metal Building Frame building located on Grey Lane in Mt. Pleasant, Tennessee.
- The existing building program includes lobby, restrooms, two large meeting halls, associated storage rooms and kitchenette room, TCAT workshop, office, and classroom, City of Mt Pleasant office, cycling room for Maury Regional Health Foundation, and meeting room for the Senior Center.
- This building is proposed to be renovated as part of a state funded grant and the anticipated renovations are understood to be as follows:
  - Approximately 20,000 sf roof include membrane and standing seam metal roof to be replaced.
  - Approximate 225 square foot expansion of existing TCAT classroom space, into adjacent room.

- Enclose approximately 250 square foot of the existing Lobby space to become a space for Maury Regional Health Foundation to use for remote health services.
  - Evaluate including a separate toilet room for MRHF use as well.
- Enclose approximately 250 square foot of the existing Lobby space to become a Coworking space with Computer Lab and adjacent Server closet.
- Create 2 smaller, divided office spaces from the existing office space- approximately 200 square foot each.
- Changing the existing food prep area into a more commercial kitchen application, including oven, range, commercial hood, and associated outdoor mechanical equipment.
- Dividing the existing East Hall, approximately 3,500 square foot, into two flexible meeting rooms, accommodating approximately 50 occ each, with an operable partition between them.
- Creating supporting Storage Closets for each assembly room.
- All existing flooring and walls to be refinished, or evaluated.
- The existing HVAC units are anticipated to be reused and the replacement of these is not in this scope.
- The existing Pre Engineered Metal Building frame is to be reviewed and evaluated for feasibility to mount any new HVAC equipment on the roof above the existing kitchen area.
- It is understood there are no other anticipated Structural Engineering needs as part of this scope.
- Should changes to the layout be made which deviate significantly from the above program, additional services may be necessary, in which case the Architect will notify the Owner in writing prior to commencement of any work.

II. BASIC SCOPE OF SERVICES

The following represents basic Architectural, Structural and Mechanical/Electrical/Plumbing Engineering services that we would provide for the proposed project as noted above. It is understood that if needed, the Owner will engage separately a Land Planner and Civil Engineer.

A. Record Drawings Phase

The Architect will visit the site and field measure both the existing floor plans and exterior elevations as required to create a set of record drawings for use in both phases of the project and in developing any future design work.

B. Schematic Design Phase

Based upon the program information, initial code and zoning research and design direction for this project as provided by the Owner, the Architect will begin designing and documenting preliminary schematic floor plans for Owner review and approval.

As part of the review process, the Owner may require that the Architect make modifications to the plan design for one final review in order to arrive at a final, approved schematic plan. After two iterations of the building design, any additional iterations of the plans beyond this initial and follow-up design can be provided as requested for an additional fee.

Note that this proposal is based on the understanding that this project is not pursuing LEED or Green Building certification. Should that change, the Architect will gladly provide to the Owner the fees associated with this process/certification.

**C. Design Development Phase**

Based upon an approved schematic design with minor adjustments in scope (10% or less change in design), the Architect will prepare Design Development documents that fix and describe the size and character of the project as to Architectural, Structural, Mechanical, Electrical and Plumbing systems, materials and such other elements as may be appropriate.

The result of this phase is intended to provide adequate information and systems description for the Owner to secure preliminary pricing and construction cost evaluations. It is highly recommended that the Owner secure the services of a General Contractor to assist in the Design Development pricing in order to confirm that the design direction proposed is consistent with the original budget.

This phase includes the following:

- Plans, elevations, sections and other drawings as necessary to illustrate the design of buildings. These drawings will include building data for the project, code analysis, building plans, roof plans, building elevations, building section and generic wall sections. Structural, Mechanical, Electrical and Plumbing drawings in this package will identify the basic building systems for the project.
- Material and color selections for exterior finishes.
- Presentations for review and approval of final design.
- Meetings and coordination with the Owner and other consultants as necessary to facilitate the completion of this phase.

As a part of this phase, once preliminary pricing has been established and final design direction approved by the Owner, the Architect will produce one marketing-level photo-realistic rendering. Should additional renderings be requested the Architect can provide them as an additional service.

**D. Construction Document Phase**

Based upon the approved design development documents with minor adjustments in scope (10% or less change in the design) and the final site plan, the Architect will prepare final construction documents consisting of drawings setting forth the requirements for the construction of the project. The total documents would consist of Architectural floor plans, building and wall sections, and appropriate details. The Architect will submit progress sets to the Owner for review during this phase of the project at the 95% completion increment prior to incorporating building code official and General Contractor responses. This phase would end once the construction documents have been submitted to the local building department for permitting.

This phase includes:

- Submittal of Construction Documents to local building code departments. Note that the scope of the Architect is limited to building code compliance and does not cover site issues

or any other information submittal to local government agencies. It is expected that the General Contractor will be responsible for managing the permit procurement process and providing any information outside of building plans and/or specifications necessary as a part of the permit process.

- Note that this phase is not intended to include building permit approval and addressing city comments and / or any city-required changes will be managed within a future phase of work (see below).
- Coordination with Owner, Structural, Mechanical, Electrical, and Plumbing Engineers.
- This phase does not include the development of any fire sprinkler plans. Should these be desired by the Owner or required by the city during the permitting phase of the project we can provide these services as an additional cost. We would propose that they be provided in cooperation with a local fire sprinkler subcontractor by way of shop drawings.

E. Bidding/Negotiation Phase

The Architect will provide the following efforts as part of this phase of the project as noted below:

- Coordination with building departments and other governmental agencies relative to building code compliance to address city-required comments.
- Addressing General Contractor’s questions during the bidding/pricing phase of the project prior to finalizing their contract with the Owner.
- Prepare all addenda required to describe project clarifications required by the selected bidders. Additionally, the Architect will coordinate with the building department(s) and respond to any document review comments.
- Should **Value Engineering** efforts be required at any phase of the project once building costs have been developed by the General Contractor, changes to the original construction documents in order to incorporate these requested modifications may necessitate additional services outside of this original scope of work. Fees for these changes will be coordinated with the Owner prior to proceeding with said changes.

F. Construction Administration Phase

The Architect will provide construction administration services as noted below:

- General Observation of the construction for the purposes of certifying the General Contractor’s Application for Payment and addressing questions or clarifications arise during the course of the work.
- The fee as described below is based on a construction duration of 12 months with the assumption of attendance at one site visit / OAC meeting per week.
- Upon receipt of the Contractor’s completed punch list, the Architect can provide two visits to the site, in addition to those noted above, to prepare an initial punch list identifying items requiring correction or completion prior to release of final payment.
- Review and/or processing of shop drawings and submittal data provided by the General Contractor during the course of the project.

- Responding to RFIs received from the General Contractor including the issuance of written or graphical revisions necessary to communicate responses and/or clarifications to General Contractor’s RFIs.
- Issuance of a Certificate of Substantial Completion.
- Design services related to Owner initiated Change Orders will only be performed by the Architect and his consultants after receipt of approval for such work and its associated additional fee by the Owner in writing.
- The developments of full record drawings for this project are not included in the scope of this proposal. Should the Owner decide to have this service provided as part of this agreement, the Architect would propose that the cost for such services be determined at the completion of the project once the scope of work can be better defined.
- Note that fees for Construction Administration services are based on the Architect serving as the Owner’s representative throughout construction. If the Owner elects to engage the services of a Construction Manager at any time in the design and/or construction process, an alternate fee structure between the Architect and Owner will need to be negotiated as a Construction Manager relationship frequently involves additional coordination time from the architect.

III. REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to the Compensation for Basic Services and Additional Services and include actual expenditures made by the Architect and their consultants in the interest of the project for the expenses listed. Expenses will be reimbursable at the rate of 1.10 times of the amount expended by the Architect, their employees and consultants in the interest of the project.

- Expense of all reproductions of documents, postage and handling and express delivery services
- Expense of renderings, presentation materials, models and mock-ups.
- Travel and out-of-pocket subsistence expenses, including but not limited to airfare (coach), rental car, taxi, mileage, hotel room, meals, parking, etc. for travel outside of Williamson County.

IV. OPTIONAL ADDITIONAL SERVICES

The Architect is available to provide additional services to the Owner as requested. Additional services include those items that are beyond the standard services noted above. While not a complete list, these may include:

- Early release packages (foundation package, structural package, etc.) are not part of the proposed services. Should the Owner desire early release packages, an appropriate fee can be determined for each package identified.
- Providing design services for facilities outside of the original scope of the project.
- Making revisions to the drawings and other documents based on changes in the project description as outlined above.
- Providing special consultant services required for this project as requested by the Owner or required by the local governing authorities.
- Providing design assistance or review of the design or selection of signage, fixtures, accessories, etc. for the interior or exterior of the building.



- Finish, Furnishings and Equipment procurement by Interior Designer including all selections, purchasing and installation.

V. BASIS OF COMPENSATION

Invoices for Basic services and Reimbursable expenses will be prepared monthly in proportion to services performed.

For Basic Services, (excluding reimbursable expenses) compensation shall be computed as follows:

<b>Architecture:</b>	
○ Record Drawings:	\$ 4,500.00
○ Schematic Design:	\$ 20,142.00
○ Design Development Phase:	\$ 26,856.00
○ Contract Documents Phase:	\$ 58,172.00
○ Bidding/Negotiation Phase:	\$ 6,714.00
○ Construction Admin. Phase:	Hourly w/ estimated range (\$ 30,000 – \$ 40,000)
<b>Subtotal Architecture Fee:</b>	<b>\$ 156,384.00 (Total includes top end of hourly range)</b>
<b>Structural Engineering:</b>	
○ Design Development Phase:	\$ 2,200.00
○ Construction Documents Phase:	\$ 1,320.00
○ Construction Admin. Phase:	Hourly w/ estimated range (\$ 1,500 – \$ 3,000)
<b>Subtotal Structural Fee:</b>	<b>\$ 6,520.00 (Total includes top end of hourly range)</b>
<b>Mechanical/Electrical/Plumbing Engineering:</b>	
○ Design Development Phase:	\$ 6,600.00
○ Construction Documents Phase:	\$ 6,600.00
○ Construction Admin. Phase:	Hourly w/ estimated range (\$ 2,500 – \$ 5,000)
<b>Subtotal MEP Fee:</b>	<b>\$ 18,200.00 (Total includes top end of hourly range)</b>
<b>Total Fees:</b>	<b>\$ 181,104.00</b>

Note that pricing as described above is based on a design process duration (Schematic Design Phase through Construction Document Phase) of 4-6 months. Should factors or constraints outside the control of the Architect increase the design process duration beyond this time, the Architect will provide an Additional Services fee for work made necessary by the unplanned extension of duration.

**Hourly Rate Schedule:** Refer to Appendix A for the 2025 Hourly Rate Schedule. Please note that this schedule adjusts on January 1 of each year.

VI. PAYMENT TO THE ARCHITECT

Payments for Basic Services shall be made monthly and shall be in proportion to services performed. Payments on account of Additional Services and Reimbursable Expenses shall be made monthly upon presentation of the Architect’s statement of services rendered or expenses incurred. Payments are due and payable upon receipt of the Architect’s invoice. Amounts unpaid thirty (30) days after invoice date shall bear interest from the date payment is due at the rate of eighteen percent (18%). Architect reserves the right, with seven days notice, to suspend services due to non-payment of fees.

VII. GENERAL CONDITIONS:

Refer to Appendix B for General Conditions

VIII. OWNER’S RESPONSIBILITIES

- The Owner shall render approvals and decisions as expeditiously as possible for the orderly progress of the Architect’s services and of the work.
- Note that the fee structure as described in this agreement is based on an industry standard flow of work from phase to phase and an expected design duration of no more than six months. Should the Owner require that the project be put on hold for an extended period of time not caused by the efforts of the Architect, there may be additional services necessitated by the delayed restart and required mobilization efforts.

This proposal is valid and available for acceptance for a period of ninety (90) days from the date of submittal. If you have any questions, please feel free to call me at 615-721-6010.

OWNER: City of Mt. Pleasant

BY: \_\_\_\_\_ Signed

BY: \_\_\_\_\_ Printed

DATE: \_\_\_\_\_

ARCHITECT: 906 Studio, PLLC



BY: \_\_\_\_\_

Michael Hathaway, AIA  
Principal  
906 Studio, PLLC

# 906

## APPENDIX A

### 906 Studio PLLC - Hourly Rates for 2025

Principal:	\$240.00
Arch Senior Project Manager:	\$220.00
SR Project Architect III:	\$195.00
SR Project Architect II:	\$185.00
SR Project Architect I:	\$175.00
Project Architect III:	\$165.00
Project Architect II:	\$155.00
Project Architect I:	\$145.00
Arch SR Design Professional III:	\$165.00
Arch SR Design Professional II:	\$155.00
Arch SR Design Professional I:	\$145.00
Arch Design Professional III:	\$135.00
Arch Design Professional II:	\$125.00
Arch Design Professional I:	\$115.00
Interior SR Project Manager:	\$160.00
SR Interior Designer III:	\$155.00
SR Interior Designer II:	\$145.00
SR Interior Designer I:	\$140.00
Interior Designer II:	\$135.00
Interior Designer I:	\$125.00
Interior SR Design Professional:	\$130.00
Interior Design Professional III:	\$125.00
Interior Design Professional II:	\$115.00
Interior Design Professional I:	\$105.00
Administrative:	\$ 65.00

Please note that this rate schedule is valid through December 31, 2025, and rates will be adjusted January 1, 2026.

# 906

## APPENDIX B

### 906 Studio PLLC – General Contract Conditions

- A. Ownership of Architect’s Designs, Drawings and other Documents:** The original designs, drawings, and all other documents prepared by the Architect for this project are instruments of their services, and unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner will be permitted to retain copies, including reproducible copies, of the Architect’s drawings and other documentation. These documents cannot be used by the Owner or any other party to construct this project at another location without the expressed written permission of and appropriate compensation to the Architect. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s reserved rights.
- B. Indemnification:** The Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damages, liability or cost (including reasonable attorney’s fees and costs of defense) to the extent caused by the Architect’s negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub-consultants or anyone for whom the Architect is legally liable. The Owner agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost (including reasonable attorney’s fees and cost of defense) to the extent caused by the Owner’s negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this agreement. The Architect is not obligated to indemnify the Owner in any manner whatsoever for the Owner’s own negligence.
- C. Liability:** In order for the Owner to receive the benefits of a fee which includes a lesser allowance for risk funding, Owner agrees to limit Architect’s liability for any cause or combination of causes arising from Architect’s or Architect’s Consultants’ professional acts, errors or omissions, such that the total aggregate liability of Architect shall not exceed Architect’s fee for the services rendered on this project, not including reimbursable expenses, Architect’s Consultants’ fees or value added and entitlement success fees where applicable. Owner further agrees that no shareholder, officer, director, partner, principal or employee of Architect shall have personal liability under any provisions of this agreement or for any causes of action arising out of or related to the professional services provided in connection with the Project. The limitation of liabilities and the indemnification provisions contained herein will survive the termination of this agreement.
- D. Contract Language:** Standard contract provisions of the applicable 2017 AIA Owner/Architect Agreement will apply to this agreement.
- E. Warranty:** The designs, drawings and plans provided by the Architect pursuant to this Agreement are provided without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, habitability, fitness for a particular purpose or non-infringement.

- F. Access to Site/Jobsite Safety:** Unless otherwise noted, the Architect will have access to the site for activities necessary for the performance of the services. The Owner understands that the Architect is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety, and will not be responsible for any losses or injuries that occur at the Project site.
- G. Cost of the Work:** Any project budget or estimate prepared by the Architect represents the judgment of the Architect acting as consultant and is supplied for the general guidance of the Owner. Since the Architect and the Owner have no control over the cost of labor and material, or over market conditions, the Architect does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the Owner.
- H. Dispute Resolution:** All claims, counterclaims, disputes, and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator. The parties shall share the mediator’s fee and any filing fees equally. Mediation shall be a condition precedent to arbitration, legal or equitable proceedings.
- I. Standard of Care:** In performing services under this Agreement, the Architect shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.
- J. Waiver of Consequential Damages:** A breach of this agreement may cause both parties to experience damages that are indirectly related to the breach or that were not foreseeable by either party at the time this agreement was entered into. Such damages are called consequential damages and may include, but are not limited to, loss of use and loss of profit. Neither party shall be liable to the other for any consequential damages incurred by either party due to the fault of the other, regardless of the nature of this fault.
- K. Situs:** The Situs of this Agreement for all purposes will be Franklin, Williamson County, Tennessee.
- L. Suspension or Abandonment:** If the project is suspended in whole or in part by the Owner, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due as defined in this section. If the project is resumed after being suspended for more than (3) three months, the Architect’s compensation for completion of the project will be subject to renegotiation.
- M. Project Documentation and Marketing:** Architect shall have the right to include photographic or artistic representations of the Project and the Project deliverables in Architect’s promotional and professional materials. Architect’s material shall not include Client’s confidential information so long as Client advises Architect in writing of the specific information considered by the Client as confidential. The Client agrees to provide credit to Architect in the Client’s promotional materials for the Project where customarily appropriate.

RESOLUTION 2025-18

A RESOLUTION TO ADOPT A REVISED COACHES BACKGROUND CHECK POLICY  
FOR ANY PERSON COACHING IN A MOUNT PLEASANT SPORTS PROGRAMS

WHEREAS, the City of Mount Pleasant, Tennessee desires to revise the *Youth Sports Coaches Background Check Policy* as set forth and incorporated herein as **Exhibit A**; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT PLEASANT, TENNESSEE, AS FOLLOWS:

Section 1. The City of Mount Pleasant Board of Commissioners approves the *Youth Sports Coaches Background Check Policy* **Exhibit A**, which repeals and replaces the existing policy.

Section 2. If any one or more of the provisions of this Resolution, or any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 3. This Resolution shall take effect immediately.

Approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
WILLIAM F. WHITE, JR., MAYOR

ATTEST:

\_\_\_\_\_  
SHIPHRAH COX, RECORDER

LEGAL FORM APPROVED:

\_\_\_\_\_  
KORI BLEDSOE JONES, ATTORNEY



# City of Mount Pleasant Recreation Commission

## *Youth Sports Coaches Background Check Policy*

- It is a policy of the City of Mount Pleasant Recreation Commission to complete a background check on every volunteer coach participating in our Youth Sports programs.
- Each volunteer background check shall be good for a period of one year, beginning in July and ending in June.
- All head coaches must submit a City of Mount Pleasant Recreation Commission youth sports coach application, which includes, background screening and criteria for exclusion.
- The Mount Pleasant Recreation Commission will request a background check on any other volunteers assisting in a Mount Pleasant Recreation Commission program.
- Any information that is returned on a coach through the Background Screening process is subject for review. The City of Mount Pleasant will review background information and may recommend that certain applicants be excluded from coaching

## **Criteria for Exclusion**

A person will be disqualified and prohibited from serving as a volunteer if the person has been found guilty of any of the following crimes:

For purposes of this policy; Guilty shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs in lieu of conviction.

### **SEX OFFENSES**

- **Any Sex Offense** – *Regardless of the amount of time since offense.*

**Examples include:** child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, etc.

### **FELONIES**

- **All Tennessee Code Annotated Class A Felony Offenses** – *Regardless of the amount of time since offense.*

**Examples include:** murder, aggravated kidnapping, etc.

- **All Tennessee Code Annotated Class B Felony Offenses** – *Other than sex offenses within the past 15 years (from the date of conviction).*

**Examples include:** carjacking, money laundering, aggravated robbery, vehicular homicide, etc.

- **All Tennessee Code Annotated Class C, D & E Offenses** – *Other than sex offenses within the past 10 years (from the date of conviction).*

**Examples include:** robbery, aggravated burglary, extortion, unlawful surveillance, theft of a firearm, felon in possession of a firearm, etc.

### **MISDEMEANORS**

- **Two or more misdemeanor violence offenses** within the past 5 years

**Examples include:** simple assault, battery, domestic violence, hit & run, etc.

- **Two or more misdemeanor drug & alcohol offenses** within the past 5 years.

**Examples include:** driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, or any other misdemeanor that would be considered a potential danger to children or is directly related to the functions of that volunteer.

### **PENDING CASES:**

It is recommended that anyone who has been charged for any of the disqualifying offenses or for cases pending in court should not be permitted to volunteer until the official adjudication of the case.

### **PROBATION:**

Any individual on probation or required to complete court ordered rehabilitation, will not be considered to serve as a volunteer until all terms and conditions established by the court have been satisfied and proof of completion submitted to Mount Pleasant Recreation Commission.



# City of Mount Pleasant Parks & Recreation

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## **COACHES BACKGROUND CHECK POLICY**

**City of Mount Pleasant**  
**Recreation Commission**  
***Youth Sports***  
***Coaches Background Check Policy***

---

- It is a policy of the City of Mount Pleasant Recreation Commission to complete a background check on every volunteer coach participating in our Youth Sports programs.
- Each volunteer background check shall be good for a period of one year, beginning in July and ending in June.
- All head coaches must submit a City of Mount Pleasant Recreation Commission youth sports coach application, which includes, background screening and criteria for exclusion.
- The Mount Pleasant Recreation Commission will request a background check on any other volunteers assisting in a Mount Pleasant Recreation Commission program.
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---

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For purposes of this policy; Guilty shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs in lieu of conviction.

### **SEX OFFENSES: Will not be approved**

➤ **Any Sex Offense** – *Regardless of the amount of time since offense.*

*Examples include: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, etc.*

## **FELONIES**

- 
- **All Tennessee Code Annotated Class A Felony Offenses** – *Regardless of the amount of time since offense.*

*Examples include:* murder, aggravated kidnapping, etc. Will Not be approved.

- **All Tennessee Code Annotated Class B Felony Offenses** – *Other than sex offenses within the past 15 years (from the date of conviction). Approved after 15 years with no other convictions.*

*Examples include:* carjacking, money laundering, aggravated robbery, vehicular homicide, etc.

- **All Tennessee Code Annotated Class C, D & E Offenses** – *Other than sex offenses within the past 10 years (from the date of conviction). Approved after 10 years with no other convictions or court orders.*

*Examples include:* robbery, aggravated burglary, extortion, unlawful surveillance, theft of a firearm, felon in possession of a firearm, etc.



## **MISDEMEANORS**

---

➤ **Two or more misdemeanor violence** offenses within the past 5 years.

*Examples include: simple assault, battery, domestic violence, hit & run, etc.*

**Two or more misdemeanor drug & alcohol offenses** within the past 5 years.

*Examples include: driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, or any other misdemeanor that would be considered a potential danger to children or is directly related to the functions of that volunteer.*

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Any individual on probation or required to complete court ordered rehabilitation, will not be considered to serve as a volunteer until all terms and conditions established by the court have been satisfied and proof of completion submitted to Mount Pleasant Recreation Commission.



Jason E. Mumpower  
Comptroller

Report On Debt Obligation

Receipt Date: 04/06/2025

Entity and Debt Information		
Entity Name		
City of Mount Pleasant		
Entity Address		
100 Public Square PO Box 426 Mount Pleasant, Tennessee 38474		
Debt Issue Name		
Residential Water Meter Upgrades, Capital Outlay Notes, Series 2025		
Series Year		
2025		
Debt Issue Face Amount		
\$1,200,000.00		
Face Amount Premium or Discount?		
N/A		
Tax Status		
Tax - Exempt		
Interest Type	Other Interest Type Description	
Other	Fixed	
Debt Obligation		
Note - Capital Outlay Note		
Moody's Rating	Standard & Poor's Rating	Fitch Rating
Unrated	AA-	Unrated
Other Rating Agency Name	Other Rating Agency Rating	
N/A	N/A	
Security		
General Obligation + Revenue		
Type of Sale Per Authorizing Document		
Informal Bid		
Dated Date	Issue/Closing Date	Final Maturity Date
3/18/2025	3/31/2025	1/1/2037

**Debt Purpose**

Section 11, Item G.

Purpose	Percentage	Description
Utilities	100%	Replace residential water meters city wide
Education	0%	N/A
General Government	0%	N/A
Other	0%	N/A
Refunding	0%	N/A

**Cost of Issuance and Professionals**

Does your Debt Issue have costs or professionals?

Yes

Description	Amount	Recurring Portion	Firm Name
Legal Fees - Bank Counsel	\$5,000.00	N/A	United Community Bank
Bank Closing Costs	\$1,200.00	N/A	United Community Bank
TOTAL COSTS	\$6,200.00		

# Maturity Dates, Amounts, and Interest Rates

Section 11, Item G.

## Comments

Year	Amount	Interest Rate
1	\$76,033.99	4.79
2	\$84,624.35	4.79
3	\$88,726.40	4.79
4	\$93,027.28	4.79
5	\$97,536.66	4.79
6	\$102,264.61	4.79
7	\$107,221.74	4.79
8	\$112,419.17	4.79
9	\$117,868.53	4.79
10	\$123,582.04	4.79
11	\$129,572.51	4.79
12	\$67,122.72	4.79
TOTAL AMOUNT	\$1,200,000.00	

\*See final page for Submission Details and Signatures\*

## Submission Details and Signatures

Section 11, Item G.

Is there an official statement or disclosure document, as applicable, that will be posted to EMMA: <https://emma.msrb.org/>?

Yes

Name and title of individual responsible for posting continuing disclosure information to EMMA

Shiphrah Cox

### Signature - Chief Executive or Finance Officer of the Public Entity

Name

Shiphrah Cox

Title/Position

Finance Director

Email

scox@mtpleasant-tn.gov

Alternate Email

N/A

### Signature - Preparer (Submitter) of This Form

Name

N/A

Title/Position

N/A

Email

N/A

Alternate Email

N/A

Relationship to Public Entity

N/A

Organization

N/A

### Verification of Form Accuracy

By checking the box below as the signing of this form, I attest the following:

1. I certify that to the best of my knowledge the information in this form is accurate.
2. The debt herein complies with the approved Debt Management Policy of the public entity.
3. If the form has been prepared by someone other than the CEO or CFO, the CEO or CFO has authorized the submission of this document.

☒ Verify Form Accuracy

Date to be Presented at Public Meeting

04/15/2025

Date to be emailed/mailed to members of the governing body

04/11/2025

### Final Confirmation:

I hereby submit this report to the Division of Local Government Finance of the Tennessee Comptroller of the Treasury and understand my legal responsibility to: File this report with the members of the governing body no later than 45 days after the issuance or execution of the debt disclosed on this form. The Report is to be delivered to each member of the Governing Body and presented at a public meeting of the body. If there is not a scheduled public meeting of the governing body within forty-five (45) days, the report will be delivered by email or regular US mail to meet the 45-day requirement and also presented at the next scheduled meeting.



City of Mount Pleasant  
Bid Tally Sheet  
Arrow Mines  
March 26th, 2025  
1:00 PM



Name of Firm	Total Bid
G + M Construction	35,548.10
Wayne Vandiver	52,875.00
KCS Building Group	94,450.00



## Supplemental Agreement and/or Request for Construction Change Change Order Request #03

Project Title/Termini:	SR 166 (North Main Street) Downtown Revitalization - Phase 1		
Owner:	City of Mt. Pleasant, TN	PIN:	126660.00
Address:	100 Public Square	State Project No.:	60LPLM-F1-036
	Mt Pleasant, TN 38474	Federal Project No.:	TAP/STP-M-166(20)
		Contract No.:	20045403
County:	Maury County		

*Whereas*, we Adams Contracting, LLC, with Nationwide Mutual Insurance Company, as a Surety, entered into a contract with the City of Mt. Pleasant, Tennessee, on January 13<sup>th</sup>, 2024, for the construction by said Contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at the price(s) scheduled therefore below:

The purpose of this Change Order is to:

Address the following items encountered during construction, including:

the removal of sidewalk in front of the church at 106 Main Street revealed unanticipated conditions that required a redesign of the sidewalk, curb and drainage to meet ADA compliance;

the addition of a hose bib to allow the city to maintain the landscaping that is being installed with this project and installation of backflow prevention;

address a coal chute was found under the sidewalk along Hay Long Avenue that required additional work to properly eliminate the void;

include additional areas on Hay Long Avenue, Bluegrass Avenue and Church street to be milled and resurfaced due to the deteriorating condition of the road.

As a result of this Change Order, contract time shall:

☐ Not Change, ☒ Increase by 27 days, ☐ Decrease by \_\_\_\_\_ days

Original Construction Completion Time: 323 days (Date: 5/1/25)

Original Contract Amount (A): \$5,858,217.70

Previously Approved Change Orders (B): \$16,372.02

Pending Change Orders (Awaiting Approval) (C): \$134,813.88

Current Change Order Request (D): \$157,339.36

Proposed Total Change Order Amount (B)+(C)+(D): \$308,525.26

New Proposed Contract Amount (A)+(B)+(C)+(D): \$6,166,742.96

Contract Completion Time with Change Orders: 382 days (Date: 6/29/25)

### Supplemental Agreement and/or Request for Construction Change Change Order Request # 03

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be used in lieu of the table below.

Item No.	Description	Unit	Current/ Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
104-04.01	Additional Work (Backflow Preventor for Irrigation)	LS	0	1	1	\$18,910.26	\$18,910.26
104-03.50	Additional Work (Cold Planing of Bituminous Pavement 3-1/2" Depth)	SY	0	766.7	766.7	\$6.60	\$5,060.22
202-03	Removal of Rigid Pavement, Sidewalk, Etc	SY	2,147	2,164.4	17.4	\$25.00	\$435.00
204-06.02	Flowable Fill (Excavatable)	CY	15	19	4	\$500.00	\$2,000.00
307-02.08	Asphalt Concrete Mix (Pg70-22) (Bpmb-Hm) Grading B-M2	TON	0	86.63	86.63	\$754.22	\$65,338.08
403-01	Bituminous Material for Tack Coat (TC)	TON	5	5.45	0.45	\$775.00	\$348.75
411-02.10	ACS Mix (PG70-22) Grading D	TON	474	555.54	81.54	\$280.00	\$22,831.20
415-01.02	Cold Planing Bituminous Pavement	SY	5,947	6,205.9	258.9	\$7.00	\$1,812.30
604-03.07	Class A Concrete (Steps)	CY	1	2	1	\$4,000.00	\$4,000.00
605-02	Waterproofing, Class II	SY	8	9	1	\$200.00	\$200.00
701-01.01	Concrete Sidewalk (4")	SF	12,046	11,653	-393	\$13.00	\$(5,109.00)
920-12.01	Concrete Masonry Wall	SF	65	75.5	10.5	\$250.00	\$2,625.00
920-16	Sidewalk with Integral Wall	LF	0	100	100	\$119.78	\$11,978.00

920-19	Concrete Swale	LF	0	30	30	\$45.68	\$1,370.40
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
						\$	\$
Total Net Amount Due Change							\$131,800.21

Now, Therefore, We, Adams Contracting, LLC Contractors, and Nationwide Mutual Insurance Company, Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

**Recommended for Approval**

\_\_\_\_\_  
Engineer/CEI (Signature) Date

**Approved for Eligibility**

By: \_\_\_\_\_  
Local Programs (Signature) Date

**Approved**

By: \_\_\_\_\_  
Contractor (Signature) Date

By: \_\_\_\_\_  
Surety (Signature) Date

By: \_\_\_\_\_  
Owner (Signature) Date

## Work Change Directive No. 9

Project Title SR 166 (North Main Street) Downtown Revitalization – Phase 1  
 Federal Project No.: TAP/STP-M-166(20)  
 State Project No.: 60LPLM-F1-036  
 Date 12/12/2024

Owner City of Mount Pleasant CT Project No. 20045403

Contractor(s) Adams Contracting, LLC TDOT PIN: 126660.00

You are hereby instructed to effect for the foregoing named project, the following modifications as noted below, to the work described in the contract:

During construction, the removal of sidewalk in front of the church at 106 Main Street revealed unanticipated conditions that required a redesign of the sidewalk, curb and drainage to meet meet ADA compliance.

550 SF of Concrete Sidewalk (4") (Item Number 701-01.01) is being deducted. The unit bid price is \$13.00, which will decrease the construction cost by \$7,150.00.

100 LF of Sidewalk with Integral Wall (Item Number 920-16) is being added. An agreed upon unit cost of \$119.78 will increase the construction cost by \$11,978.00.

30 LF of Concrete Swale (Item Number 920-19) is being added. An agreed upon unit cost of \$45.68 will increase the construction cost by \$1,370.40.

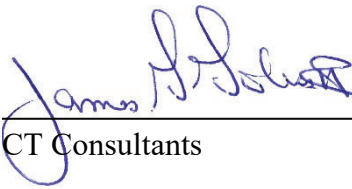
1 CY of Class A Concrete (Steps) (Item Number 604-03.07) is being added. The unit bid price is \$4,000.00, which will increase the construction cost by \$4,000.00.

This change is contingent upon approval from TDOT, including all the proper documentation submitted by the contractor.

Estimated Increase \$10,198.40  
 Additional Time 0 Calendar Days

This form shall be used as evidence that the Owner and Contractor expect that the costs for the work addressed herein will be incorporated into a subsequently issued Change Order in accordance with the contract. No additional time is being requested.

04/09/2025  
Date

  
CT Consultants

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

DISTRIBUTION   1. Contractor  
                          2. Owner  
                          3. Project Manager  
                          4. File



James Golias

**From:** Jason Rogers <jrogers@adamscontractingky.com>  
**Sent:** Thursday, December 12, 2024 8:59 AM  
**To:** Hosea Cunningham; James Golias; Scott Adams  
**Cc:** Melanie Anderkin; Ted Howell; TDOT - Rosa Ingram-Bates (rosa.ingram-bates@tn.gov); Hossam Bahour; City of Mount Pleasant - David Smith (dsmith@mtpleasant-tn.gov); Mount Pleasant Fire Department - Phillip Grooms (pgrooms@mtpleasant-tn.gov)  
**Subject:** Change Order at Church

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hosea  
Below is a detailed summary of the proposed change order pricing for the area adjacent to the church, approximately from Station Line 9+00 to 10+00:

1. Sidewalk per Plan:

Quantity: 550 SF  
Rate: \$13.00 per SF  
Total: <\$7,150.00> (Credit)

2. Sidewalk with Integral Turn-Up Wall:

Quantity: 100 LF  
Rate: \$119.78 per LF  
Total: \$11,978.00

3. Swale for Drainage:

Quantity: 30 LF  
Rate: \$45.68 per LF  
Total: \$1,370.40

4. Steps at the Church (Bid Item 604.0307 – Concrete Steps):

(Regardless of quantity, Adams will require 1 CY for this step)  
Quantity: 1 CY  
Rate: \$4,000.00 per CY  
Total: \$4,000.00

Please let us know as soon as possible if this is acceptable so we may schedule the work.

Adams previously submitted pricing for additional asphalt, which was accepted, and the work was completed in November. However, we cannot invoice this item since we have not received the corresponding change order. Could you provide an update on the status of this change order as soon as possible?

Thank You

Jason Rogers  
Operations Manager  
Adams Contracting, LLC  
O/F: 859-629-4948  
C: 859-707-1420



**Work Change Directive No. 10**

Project Title    SR 166 (North Main Street) Downtown  
                     Revitalization – Phase 1  
                     Federal Project No.: TAP/STP-M-166(20)  
                     State Project No.: 60LPLM-F1-036

Date    02/12/2025

Owner            City of Mount Pleasant

CT Project No. 20045403

Contractor(s) Adams Contracting, LLC

TDOT PIN:    126660.00

You are hereby instructed to effect for the foregoing named project, the following modifications as noted below, to the work described in the contract:

During construction, the requested a hose bib to allow the city to maintain the landscaping that is being installed with this project and installation of backflow prevention.

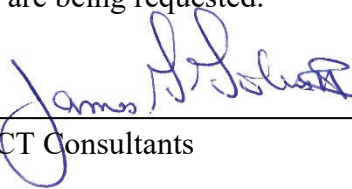
Additional Work (Backflow Preventor for Irrigation) (Item Number 104-04.01) is being added. The agreed upon Lump Sum amount will increase the construction cost by \$18,910.26.

This change is contingent upon approval from TDOT, including all the proper documentation submitted by the contractor.

Estimated Increase	<u>\$18,910.26</u>
Additional Time	<u>21 Calendar Days</u>

This form shall be used as evidence that the Owner and Contractor expect that the costs for the work addressed herein will be incorporated into a subsequently issued Change Order in accordance with the contract. 21 additional calendar days are being requested.

04/09/2025  
 Date



CT Consultants

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Contractor's Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Owner

- DISTRIBUTION
  1. Contractor
  2. Owner
  3. Project Manager
  4. File

James Golias

---

**From:** Jason Rogers <jrogers@adamscontractingky.com>  
**Sent:** Wednesday, February 12, 2025 9:14 AM  
**To:** Hosea Cunningham; James Golias; Mount Pleasant Fire Department - Phillip Grooms (pgrooms@mtpleasant-tn.gov); Ted Howell; City of Mount Pleasant - David Smith (dsmith@mtpleasant-tn.gov); Mount Pleasant - Bill White (bwhite@mtpleasant-tn.gov)  
**Cc:** Scott Adams; Larry Pyles; Melanie Anderkin; TDOT - Rosa Ingram-Bates (rosa.ingram-bates@tn.gov); Hossam Bahour  
**Subject:** Re: Mt Pleasant Downtown Revitalization Phase 1 - Irrigation Backflow Preventor Change Order Bardown  
**Attachments:** COST BREAKDOWN CHANGE ORDER Irrigation Backflow Preventor.pdf

Hosea  
Larry asked me to revise the Backflow Preventor for Irrigation again, only to include the backflow and one hose bib. Please see the attached revision. Adams will need an answer before the close of business on Friday, February 14th, to ensure materials can be procured and the project is not held up.

Thank You

Jason Rogers  
Operations Manager  
Adams Contracting, LLC  
O/F: 859-629-4948  
C: 859-707-1420



---

**From:** Hosea Cunningham <Hosea.Cunningham@ctconsultants.com>

**Sent:** Tuesday, January 28, 2025 11:25 AM

**To:** Jason Rogers <jrogers@adamscontractingky.com>; James Golias <JGolias@verdantas.com>; Mount Pleasant Fire Department - Phillip Grooms (pgrooms@mtpleasant-tn.gov) <pgrooms@mtpleasant-tn.gov>; Ted Howell <bhowell@mtpleasant-tn.gov>; City of Mount Pleasant - David Smith (dsmith@mtpleasant-tn.gov) <dsmith@mtpleasant-tn.gov>; Mount Pleasant - Bill White (bwhite@mtpleasant-tn.gov) <bwhite@mtpleasant-tn.gov>

**Cc:** Scott Adams <scott@adamscontractingky.com>; Larry Pyles <larry@adamscontractingky.com>; Melanie Anderkin <melanie@adamscontractingky.com>; TDOT - Rosa Ingram-Bates (rosa.ingram-bates@tn.gov) <Rosa.Ingram-Bates@tn.gov>; Hossam Bahour <hossam.bahour@tn.gov>

**Subject:** RE: Mt Pleasant Downtown Revitalization Phase 1 - Irrigation Backflow Preventor Change Order Breadcrumb

Jason,

Per the discussion during the latest meeting. the city would like to move forward with installing a sir  
mounted hose bib, in the area closest to the fountain, and remove the other from the proposed change at this  
time.

After estimating the quantities, I'm seeing that there will be

- 16 LF – ¾" water service – \$150/LF  
\$2,400
- 1 – Planter Receptacle – \$900/EA  
\$900
- 35 LF – Direct Burial Conduit (1" PVC, Schedule 40) – \$28/LF  
\$980

Sum of line items = \$4,280  
These line items include material, labor, and equipment per the footnotes.

Please let me know what other costs would be associated with this proposed change. I know there was a backflow  
preventer, flush mount hose bib, and a hot box to be installed.

Thank you,

**Hosea Cunningham, PE**  
Engineer  
C: 313-268-5184 | O: 615-208-2431  
2964 Sidco Dr, Nashville, TN 37204



**From:** Jason Rogers <jrogers@adamscontractingky.com>  
**Sent:** Wednesday, January 15, 2025 9:30 AM  
**To:** Hosea Cunningham <Hosea.Cunningham@ctconsultants.com>; James Golias <JGolias@ctconsultants.com>; Mount Pleasant Fire Department - Phillip Grooms (pgrooms@mtpleasant-tn.gov) <pgrooms@mtpleasant-tn.gov>; Ted Howell <bhowell@mtpleasant-tn.gov>; City of Mount Pleasant - David Smith (dsmith@mtpleasant-tn.gov) <dsmith@mtpleasant-tn.gov>; Mount Pleasant - Bill White (bwhite@mtpleasant-tn.gov) <bwhite@mtpleasant-tn.gov>  
**Cc:** Scott Adams <scott@adamscontractingky.com>; Larry Pyles <larry@adamscontractingky.com>; Melanie Anderkin <melanie@adamscontractingky.com>; TDOT - Rosa Ingram-Bates (rosa.ingram-bates@tn.gov) <Rosa.Ingram-Bates@tn.gov>; Hossam Bahour <hossam.bahour@tn.gov>  
**Subject:** Mt Pleasant Downtown Revitalization Phase 1 - Irrigation Backflow Preventor Change Order Breadown

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hosea  
Please see the attached pricing and submittal information for the city-requested Irrigation Backflow Preventor. The total amount, including Pay Items already established in the contract, is \$47,464.77. Adams will need this full change order approval no later than **January 24th** to order the material in time for installation.

Thank You

Jason Rogers



Operations Manager  
Adams Contracting, LLC  
O/F: 859-629-4948  
C: 859-707-1420

*Section 11, Item K.*



NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and permanently deleting it from your computer. Thank you.

ADAMS CONTRACTING TIDOT WORKSHEET  
Backflow Preventor for Irrigation

QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	LS	\$ 18,910.26	\$ 18,910.26

UNIT	QUANTITY	UNIT RATE	TOTAL MATERIALS
EA	1.00	\$ 385.64	\$ 385.64
EA	1.00	\$ 1,048.34	\$ 1,048.34
EA	1.00	\$ 30.72	\$ 30.72
EA	1.00	\$ 11.72	\$ 11.72
EA	1.00	\$ 86.02	\$ 86.02
EA	1.00	\$ 9.00	\$ 9.00
EA	1.00	\$ 14.10	\$ 14.10
EA	1.00	\$ 63.43	\$ 63.43
EA	1.00	\$ 33.88	\$ 33.88
EA	1.00	\$ 95.08	\$ 95.08
EA	1.00	\$ 22.64	\$ 22.64
EA	1.00	\$ 15.96	\$ 15.96
EA	1.00	\$ 17.35	\$ 17.35
EA	1.00	\$ 22.03	\$ 22.03
EA	1.00	\$ 500.00	\$ 500.00
			\$ -
SUBTOTAL			\$ 2,355.91
SALES TAX			\$ 229.70
TOTAL			\$ 2,585.61

OVERTIME FACTOR				
UNIT	QUANTITY	BASE RATE	TOTAL LABOR	LABOR BURDEN (45%)
HR	30.00	\$ 53.00	\$ 1,590.00	\$ -
HR	30.00	\$ 30.00	\$ 900.00	\$ 715.50
HR	30.00	\$ 19.00	\$ 570.00	\$ 445.50
HR	30.00	\$ 29.00	\$ 870.00	\$ 282.15
			\$ 3,930.00	\$ 1,430.65
TOTAL LABOR			\$ 3,930.00	\$ 234.00
				\$ 1,873.80

UNIT	QUANTITY	OPER RATE	STANDBY RATE	TOTAL UNIT	TOTAL EQUIPMENT
HR	15.00	\$ 90.25	\$	\$ 90.25	\$ 1,353.75
HR	15.00	\$ 73.44	\$	\$ 73.44	\$ 1,101.60
HR	30.00	\$ 54.82	\$	\$ 54.82	\$ 1,644.60

\$ 4,095.96

UNIT	QUANTITY	UNIT RATE	TOTAL
LF	35.00	\$28.00	\$ 980.00
EA	1.00	\$900.00	\$ 900.00
LF	16.00	\$150.00	\$ 2,400.00
SUBTOTAL			\$ 4,280.00
SALES TAX			\$ -
TOTAL			\$ 4,280.00

TOTAL COST	MARKUP	TOTAL PRICE
LABOR COST	15.00%	\$ 4,164.00
BURDEN COST	0.00%	\$ 4,388.60
EQUIPMENT COST	15.00%	\$ 1,873.80
MATERIALS COST	15.00%	\$ 4,095.95
Unit Price Items	15.00%	\$ 2,585.61
		\$ 2,585.61
		\$ 4,280.00
SUBTOTAL		\$ 18,930.80
BOND INCREASE		\$ 279.46
TOTAL		\$ 18,910.26
UNIT PRICE		\$ 18,910.26 LS

## Work Change Directive No. 11

Project Title SR 166 (North Main Street) Downtown Revitalization – Phase 1  
 Federal Project No.: TAP/STP-M-166(20)  
 State Project No.: 60LPLM-F1-036  
 Date 02/27/2025

Owner City of Mount Pleasant CT Project No. 20045403

Contractor(s) Adams Contracting, LLC TDOT PIN: 126660.00

You are hereby instructed to effect for the foregoing named project, the following modifications as noted below, to the work described in the contract:

During construction, a coal chute was found under the sidewalk along Hay Long Avenue that required additional work to properly eliminate the void.

17.4 SY of Item No. 202-03 (Removal of Rigid Pavement, Sidewalk, Etc.) is being added. The unit bid price is \$25.00/SY, which will increase the construction cost by \$435.00.

4 CY of Item No. 204-06.02 (Flowable Fill (Excavatable)) is being added. The unit bid price is \$500.00/CY, which will increase the construction cost by \$2,000.00.

1 SY of Item No. 605-02 (Waterproofing, Class II) is being added. The unit bid price is \$200.00/SY, which will increase the construction cost by \$200.00.

157 SF of Item No. 701-01.0 (Concrete Sidewalk (4")) is being added. The unit bid price is \$13.00, which will increase the construction cost by \$2,041.00.


10.5 SF of Item No. 920-12.01 (Concrete Masonry Wall) is being added. The unit bid price is \$250.00/SF, which will increase the construction cost by \$2,625.00.

This change is contingent upon approval from TDOT, including all the proper documentation submitted by the contractor.

Estimated Increase \$7,301.00  
 Additional Time 0 Calendar Days

This form shall be used as evidence that the Owner and Contractor expect that the costs for the work addressed herein will be incorporated into a subsequently issued Change Order in accordance with the contract. No additional time is being requested.

04/04/2025  
Date

  
CT Consultants

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

DISTRIBUTION 1. Contractor  
2. Owner  
3. Project Manager  
4. File

James Golias

**From:** Larry Pyles <larry@adamscontractingky.com>  
**Sent:** Thursday, February 27, 2025 3:23 PM  
**To:** Mount Pleasant Fire Department - Phillip Grooms (pgrooms@mtpleasant-tn.gov); Ted Howell; Hosea Cunningham; Terracon - Rengber Kittani (rengber.kittani@terracon.com); Jason Rogers  
**Subject:** Sidewalk repair Hay Long  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Completed

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Phillip,

We have removed the sidewalk at Hay Long where the void was found. There is a coal chute in the void area. I would recommend laying blocks in the coal chute opening per the same plan as we have already done on this project. We would then fill it with flow fill to just below the sidewalk and pour new sidewalk. We have existing pay items for all of the proposed work. Here is the breakdown:

202-03 removal of old sidewalk 17.4 SY @ \$25.00/SY \$ 435.00 ( This item already completed)  
204-06.02 excavatable flow fill 4CY @ \$500.00/CY \$2,000.00  
605-02 Waterproofing class II 1 SY @ \$200.00/SY \$200.00  
701-01.01 4" concrete sidewalk 157 SF @ 13.00/SF \$2,041.00  
920-12.01 Concrete Masonry wall 10.5 SF @ 250.00/SF \$2,625.00

Total of \$7,301.00

Larry Pyles  
Superintendent  
Adams Contracting  
828-421-4775

## Work Change Directive No. 12

Project Title SR 166 (North Main Street) Downtown Revitalization – Phase 1 Date 03/18/2025  
 Federal Project No.: TAP/STP-M-166(20)  
 State Project No.: 60LPLM-F1-036

Owner City of Mount Pleasant CT Project No. 20045403

Contractor(s) Adams Contracting, LLC TDOT PIN: 126660.00

You are hereby instructed to effect for the foregoing named project, the following modifications as noted below, to the work described in the contract:

During construction, the city requested an additional area on Hay Long Avenue to be milled and resurfaced due to the deteriorating condition of the road.

766.7 SY of Item 104-03.50 (Additional Work (Cold Planing of Bituminous Pavement 3-1/2" Depth)) is being added. The agreed upon unit price is \$6.60/SY, which will increase the construction cost by \$5,060.22.

86.63 Tons of Item No. 307-02.08 (Asphalt Concrete Mix (PG70-22) (Bpmb-Hm) Grading B-M2) is being added. The agreed upon unit price is \$754.22/Ton, which will increase the construction cost by \$65,338.08.

0.18 Tons of Item No. 403-01 (Bituminous Material for Tack Coat (TC)) is being added. The unit bid price is \$775.00/Ton, which will increase the construction cost by \$139.50.

32.25 Tons of Item No. 411-02.10 (ACS Mix (PG70-22) Grading D) is being added. The unit bid price is \$280.00/Ton, which will increase the construction cost by \$9,030.00.

361.1 SY of Item 415-01.02 (Cold Planing Bituminous Pavement) is being removed. The unit bid price is \$7.00/SY, which will decrease the construction cost by \$2,527.70.

This change is contingent upon approval from TDOT, including all the proper documentation submitted by the contractor.

Estimated Increase \$77,040.10  
 Additional Time 2 Calendar Days

This form shall be used as evidence that the Owner and Contractor expect that the costs for the work addressed herein will be incorporated into a subsequently issued Change Order in accordance with the contract. Two (2) additional calendar days are being requested.

04/09/2025

Date

  
\_\_\_\_\_  
CT Consultants

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

DISTRIBUTION   1. Contractor  
                          2. Owner  
                          3. Project Manager  
                          4. File



James Golias

**From:** James Golias  
**Sent:** Wednesday, April 9, 2025 10:12 AM  
**To:** Larry Pyles; Jason Rogers  
**Cc:** Ted Howell; George Ross; City of Mount Pleasant - Phillip Grooms (pgrooms@mtpleasant-tn.gov); Terracon - Rengber Kittani (rengber.kittani@terracon.com)  
**Subject:** RE: Haylong Breakdown (Questions) - Follow Up

Thanks Larry! Here is what I will include in the Work Change Directive (and Change Order) but understand the final quantities will be based upon what is performed in the field.

Area 1

- Estimated costs
  - **Item 415-01.02 Cold Planing of Bituminous Pavement**
    - $32.5' \times 100' = 2,700 \text{ SF} \times (1 \text{ SY}/9 \text{ SF}) = 361.1 \text{ SY}$
    - $1\text{-}1/2'' \text{ Depth (included in original bid)} - 361.1 \text{ SY} @ \$7.00/\text{SY} = \$2,527.70 \text{ Deduct from original bid}$
  - **Item 104-03.50 Additional Work (Cold Planing of Bituminous Pavement 3-1/2'' Depth)**
    - $361.1 \text{ SY} @ \$6.60/\text{SY} = \$2,383.26$
  - **Item 403.01 Bituminous Material for Tack Coat (TC)**
    - $361.1 \text{ SY} \times (0.10 \text{ Gal}/\text{SY}) \times (1 \text{ Ton} / 231 \text{ Gal}) = 0.16 \text{ Tons}$
    - $0.16 \text{ Tons} @ \$775.00/\text{Ton} = \$124.00 - \text{Included in original bid}$
  - **Item 307-02.08 Asphalt Concrete Mix (PG70-22) (BPMB-HM) Grading B-M2**
    - $2'' \text{ Depth (226.0 LBS}/\text{SY})$
    - $361.1 \text{ SY} \times (226.0 \text{ LBS}/\text{SY}) \times (1 \text{ Ton} / 2,000 \text{ LBS}) = 40.80 \text{ Tons}$
    - $40.80 \text{ Tons} @ \$754.22/\text{Ton} = \$30,772.18$
  - **Item 411-02.10 ACS Mix (PG70-22) Grading D (Hot Mix)**
    - $1\text{-}1/2'' \text{ Depth (159.0 LBS}/\text{SY})$
    - $361.1 \text{ SY} \times (159.0 \text{ LBS}/\text{SY}) \times (1 \text{ Ton} / 2,000 \text{ LBS}) = 23.85 \text{ Tons}$
    - $23.85 \text{ Tons} @ \$280/\text{Ton} = \$6,678.00 - \text{Included in original bid}$
  - **TOTAL = \$30,627.74**

Area 2

- Estimated costs
  - **Item 104-03.50 Additional Work (Cold Planing of Bituminous Pavement 3-1/2'' Depth)**
    - $405.6 \text{ SY} @ \$6.60/\text{SY} = \$2,676.96$
  - **Item 403.01 Bituminous Material for Tack Coat (TC)**
    - $405.6 \text{ SY} \times (0.10 \text{ Gal}/\text{SY}) \times (1 \text{ Ton} / 231 \text{ Gal}) = 0.18 \text{ Tons}$
    - $0.18 \text{ Tons} @ \$775.00/\text{Ton} = \$139.50$
  - **Item 307-02.08 Asphalt Concrete Mix (PG70-22) (BPMB-HM) Grading B-M2**
    - $2'' \text{ Depth (226.0 LBS}/\text{SY})$
    - $405.6 \text{ SY} \times (226.0 \text{ LBS}/\text{SY}) \times (1 \text{ Ton} / 2,000 \text{ LBS}) = 45.83 \text{ Tons}$
    - $45.83 \text{ Tons} @ \$754.22/\text{Ton} = \$34,565.90$
  - **Item 411-02.10 ACS Mix (PG70-22) Grading D (Hot Mix)**
    - $1\text{-}1/2'' \text{ Depth (159.0 LBS}/\text{SY})$
    - $405.6 \text{ SY} \times (159.0 \text{ LBS}/\text{SY}) \times (1 \text{ Ton} / 2,000 \text{ LBS}) = 32.25 \text{ Tons}$
    - $32.25 \text{ Tons} @ \$280/\text{Ton} = \$9,030.00$
  - **TOTAL = \$46,412.36**

**James G. Golias II, PE**  
(KY, NC, OH, PA, SC, TN, WV)  
**Senior Project Manager**  
C: 615-418-5995 | O: 615-349-4025  
2964 Sidco Drive, Nashville, TN 37204

Section 11, Item K.

**verdantas**



---

**From:** Larry Pyles <larry@adamscontractingky.com>

**Sent:** Wednesday, April 9, 2025 8:23 AM

**To:** James Golias <JGolias@verdantas.com>; Jason Rogers <jrogers@adamscontractingky.com>

**Cc:** Ted Howell <thowell@mtpleasant-tn.gov>; George Ross <gross@adamscontractingky.com>; City of Mount Pleasant - Phillip Grooms (pgrooms@mtpleasant-tn.gov) <pgrooms@mtpleasant-tn.gov>; Terracon - Rengber Kittani (rengber.kittani@terracon.com) <rengber.kittani@terracon.com>

**Subject:** Re: Haylong Breakdown (Questions)

James,

The total cost for area 1 and 2 milling 3 1/2" is \$9,723.12  
1,473.2 SY @ \$6.60/ SY

As far as totals, our estimated quantities were measure slightly beyond the manhole on the west end of Hay Long. There was some talk early on about matching up to the new pavement about 20-30 feet beyond the manhole. I now know that will not be the case. We were also anticipating encompassing the area from the crosswalk to the edge of the travel lane on Main Street. If the city decides that they do not want the additional area from the crosswalk to main street, then the total will come down much closer to your totals.

thanks

Larry Pyles  
Superintendent  
Adams Contracting  
828-421-4775

---

**From:** James Golias <JGolias@verdantas.com>

**Sent:** Tuesday, April 8, 2025 1:01 PM

**To:** Larry Pyles <larry@adamscontractingky.com>; Jason Rogers <jrogers@adamscontractingky.com>

**Cc:** Ted Howell <thowell@mtpleasant-tn.gov>; George Ross <gross@adamscontractingky.com>; City of Mount Pleasant - Phillip Grooms (pgrooms@mtpleasant-tn.gov) <pgrooms@mtpleasant-tn.gov>; Terracon - Rengber Kittani (rengber.kittani@terracon.com) <rengber.kittani@terracon.com>

**Subject:** RE: Haylong Breakdown (Questions)

Larry,

- Can you provide us with a cost for a 3-1/2" milling depth?
- Also, please check my math below as my numbers are slightly different from yours?

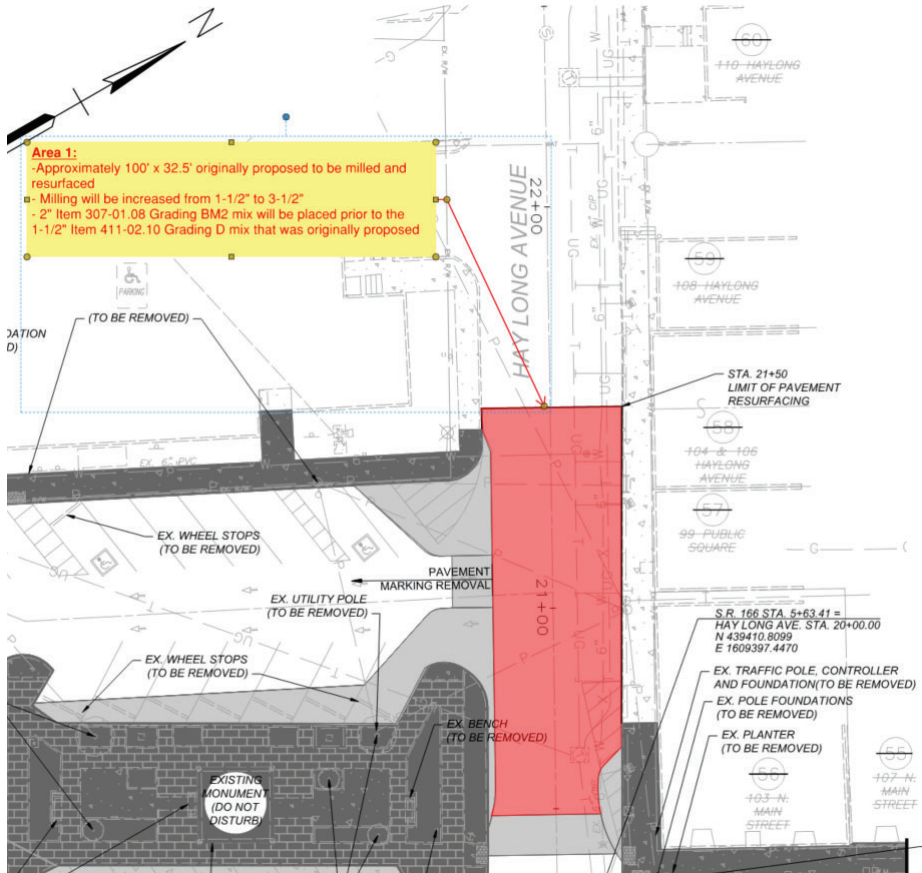
**Adams'**

**Engineer's**

Item	Quantity	Quantity
307-02.08	105 Tons	86.63 Tons
403.01	0.25 Tons	0.18 Tons
411-02.10	46.0 Tons	32.25 Tons
415-01.02	1,473.20 SY	766.7 SY (3-1/2" Depth)

Area 1

- Approximately 100' x 32.5' originally proposed to be milled and resurfaced

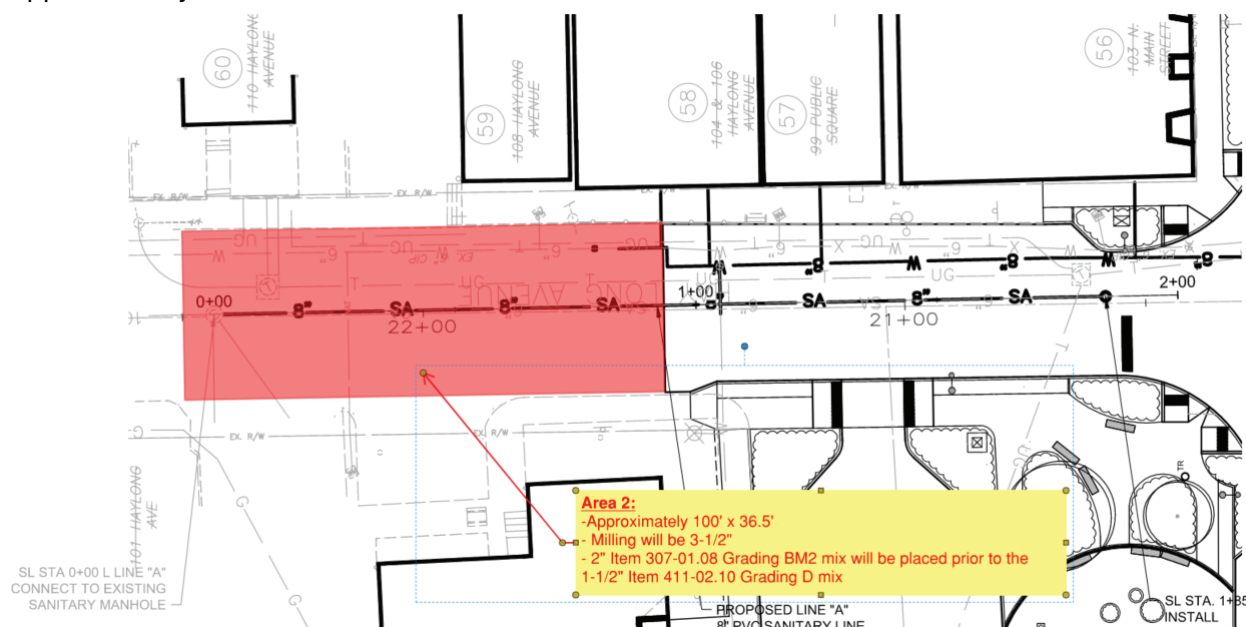


- Milling will be increased from 1-1/2" to 3-1/2"
- 2" Item 307-02.08 Grading BM2 mix will be placed prior to the 1-1/2" Item 411-02.10 Grading D mix that was originally proposed
- Estimated costs
  - Item 415-01.02 Cold Planing of Bituminous Pavement**
    - 32.5' x 100' = 2,700 SF x (1 SY/9 SF) = **361.1 SY**
    - 1-1/2" Depth (included in original bid) – 361.1 SY @ \$7.00/SY = **\$2,527.70 Deduct from original bid**
    - 3-1/2" Depth – **Need unit cost from Adams**
    - 361.1 SY @ \$X.XX/SY = **\$X,XXX.XX**
  - Item 403.01 Bituminous Material for Tack Coat (TC)**
    - 361.1 SY x (0.10 Gal/SY) x (1 Ton / 231 Gal) = **0.16 Tons**
    - 0.16 Tons @ \$775.00/Ton = **\$124.00 – Included in original bid**
  - Item 307-02.08 Asphalt Concrete Mix (PG70-22) (BPMB-HM) Grading B-M2**
    - 2" Depth (226.0 LBS/SY)
    - 361.1 SY x (226.0 LBS/SY) x (1 Ton / 2,000 LBS) = **40.80 Tons**
    - 40.80 Tons @ \$754.22/Ton = **\$30,772.18**
  - Item 411-02.10 ACS Mix (PG70-22) Grading D (Hot Mix)**
    - 1-1/2" Depth (159.0 LBS/SY)
    - 361.1 SY x (159.0 LBS/SY) x (1 Ton / 2,000 LBS) = **23.85 Tons**

- 23.85 Tons @ \$280/Ton = **\$6,678.00 – Included in original bid**
- TOTAL = \$XX,XXX.XX**

## Area 2

- Approximately 100' x 36.5' additional area to be milled and resurfaced



- Milling will be 3-1/2"
- 2" Item 307-02.08 Grading BM2 mix will be placed prior to the 1-1/2" Item 411-02.10 Grading D mix
- Estimated costs
  - Item 415-01.02 Cold Planing of Bituminous Pavement**
    - 36.5' x 100' = 2,700 SF x (1 SY/9 SF) = **405.6 SY**
    - 3-1/2" Depth – **Need unit cost from Adams**
    - 405.6 SY @ \$X.XX/SY = **\$X,XXX.XX**
  - Item 403.01 Bituminous Material for Tack Coat (TC)**
    - 405.6 SY x (0.10 Gal/SY) x (1 Ton / 231 Gal) = **0.18 Tons**
    - 0.18 Tons @ \$775.00/Ton = **\$139.50**
  - Item 307-02.08 Asphalt Concrete Mix (PG70-22) (BPMB-HM) Grading B-M2**
    - 2" Depth (226.0 LBS/SY)
    - 405.6 SY x (226.0 LBS/SY) x (1 Ton / 2,000 LBS) = **45.83 Tons**
    - 45.83 Tons @ \$754.22/Ton = **\$34,565.90**
  - Item 411-02.10 ACS Mix (PG70-22) Grading D (Hot Mix)**
    - 1-1/2" Depth (159.0 LBS/SY)
    - 405.6 SY x (159.0 LBS/SY) x (1 Ton / 2,000 LBS) = **32.25 Tons**
    - 32.25 Tons @ \$280/Ton = **\$9,030.00**
  - TOTAL = \$XX,XXX.XX**

**James G. Golias II, PE**  
(KY, NC, OH, PA, SC, TN, WV)  
**Senior Project Manager**  
C: 615-418-5995 | O: 615-349-4025  
2964 Sidco Drive, Nashville, TN 37204

**verdantas**



**From:** Larry Pyles <[larry@adamscontractingky.com](mailto:larry@adamscontractingky.com)>

**Sent:** Tuesday, April 8, 2025 9:18 AM

**To:** James Golias <[JGolias@verdantas.com](mailto:JGolias@verdantas.com)>; Jason Rogers <[jrogers@adamscontractingky.com](mailto:jrogers@adamscontractingky.com)>

**Cc:** Ted Howell <[thowell@mtpleasant-tn.gov](mailto:thowell@mtpleasant-tn.gov)>; George Ross <[gross@adamscontractingky.com](mailto:gross@adamscontractingky.com)>; City of Mount Pleasant - Phillip Grooms ([pgrooms@mtpleasant-tn.gov](mailto:pgrooms@mtpleasant-tn.gov)) <[pgrooms@mtpleasant-tn.gov](mailto:pgrooms@mtpleasant-tn.gov)>; Terracon - Rengber Kittani ([rengber.kittani@terracon.com](mailto:rengber.kittani@terracon.com)) <[rengber.kittani@terracon.com](mailto:rengber.kittani@terracon.com)>

**Subject:** Re: Haylong Breakdown (Questions)

James,

We have the area already set forth on the plans on Hay Long 100 X 32.5 ( 361.1 SY )

This area will get 3 1/2" milling, 2" of BM2 and 1 1/2' D mix. The D mix was not figured into the estimate as it is already included in the scope.

The additional area is 100 X 36.5 ( 405.5 SY ) This will go from the job limits on Hay Long to the existing manhole that we tied the new sewer into. This area will also get 3 1/2" milling, 2" BM2, and 1 1/2" D mix, all of these quantities are included in the estimate.

Item number 307-01.01 will not be used here because it falls under the collector street road section.

Larry Pyles  
Superintendent  
Adams Contracting  
828-421-4775

---

**From:** James Golias <[JGolias@verdantas.com](mailto:JGolias@verdantas.com)>

**Sent:** Friday, April 4, 2025 3:01 PM

**To:** Larry Pyles <[larry@adamscontractingky.com](mailto:larry@adamscontractingky.com)>; Jason Rogers <[jrogers@adamscontractingky.com](mailto:jrogers@adamscontractingky.com)>

**Cc:** Ted Howell <[thowell@mtpleasant-tn.gov](mailto:thowell@mtpleasant-tn.gov)>; George Ross <[gross@adamscontractingky.com](mailto:gross@adamscontractingky.com)>; City of Mount Pleasant - Phillip Grooms ([pgrooms@mtpleasant-tn.gov](mailto:pgrooms@mtpleasant-tn.gov)) <[pgrooms@mtpleasant-tn.gov](mailto:pgrooms@mtpleasant-tn.gov)>; Terracon - Rengber Kittani ([rengber.kittani@terracon.com](mailto:rengber.kittani@terracon.com)) <[rengber.kittani@terracon.com](mailto:rengber.kittani@terracon.com)>

**Subject:** RE: Haylong Breakdown (Questions)

Larry/Jason,

A couple of quick questions:

1. Can one of you also provide me with the estimated area that is being milled and resurface?
2. Can you please provide me the thickness of asphalt that will be placed for Item 411-02-10 and Item 307-02.08?
3. Can you confirm that you are using 307-02.08 (PG70-22) and NOT 307-01.01(PG64-22)? Work Directive 2 in Change Order 2 included 307-01.01, so I thought I would double check.

I appreciate it.

**James G. Golias II, PE**  
(KY, NC, OH, PA, SC, TN, WV)  
**Senior Project Manager**  
C: 615-418-5995 | O: 615-349-4025  
2964 Sidco Drive, Nashville, TN 37204

**verdantas**

**From:** Larry Pyles <[larry@adamscontractingky.com](mailto:larry@adamscontractingky.com)>  
**Sent:** Tuesday, March 18, 2025 9:59 AM  
**To:** Hosea Cunningham <[Hosea.Cunningham@verdantas.com](mailto:Hosea.Cunningham@verdantas.com)>; James Golias <[JGolias@ctconsultants.com](mailto:JGolias@ctconsultants.com)>; George Ross <[gross@adamscontractingky.com](mailto:gross@adamscontractingky.com)>; Mount Pleasant Fire Department - Phillip Grooms ([pgrooms@mtpleasant-tn.gov](mailto:pgrooms@mtpleasant-tn.gov)) <[pgrooms@mtpleasant-tn.gov](mailto:pgrooms@mtpleasant-tn.gov)>; Ted Howell <[thowell@mtpleasant-tn.gov](mailto:thowell@mtpleasant-tn.gov)>; Jason Rogers <[jrogers@adamscontractingky.com](mailto:jrogers@adamscontractingky.com)>  
**Subject:** Fw: Haylong Breakdown

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Hosea,

I have attached the breakdown for additional milling and paving for Hay Long.

Larry Pyles  
 Superintendent  
 Adams Contracting  
 828-421-4775

---

**From:** Jason Rogers <[jrogers@adamscontractingky.com](mailto:jrogers@adamscontractingky.com)>  
**Sent:** Wednesday, March 5, 2025 1:25 PM  
**To:** Larry Pyles <[larry@adamscontractingky.com](mailto:larry@adamscontractingky.com)>  
**Subject:** Haylong Breakdown

Larry, please get this to Philip with the city.

TDOT Number	Material	QTY	UOM	Unit Price	Total
403-01	Bituminous Material (Tack Coat)	0.25	TN	\$750.00	\$187.50
307-02.08	Asphalt Concrete Mix (PG70-22) (BPMBHM) Grading B-M2	105	TN	\$754.22	\$79,193.10
411-02.10	ACS Mix (PG70-22) Grading D	46.00	TN	\$280.00	\$12,880.00
415-01.02	Cold Planing Bituminous Pavement	1473.20	SY	\$7.00	\$10,312.40
				Total	\$102,573.00

Thank You

Jason Rogers  
Operations Manager  
Adams Contracting, LLC  
O/F: 859-629-4948  
C: 859-707-1420





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## Work Change Directive No. 13

Project Title SR 166 (North Main Street) Downtown Revitalization – Phase 1 Date 04/04/2025  
 Federal Project No.: TAP/STP-M-166(20)  
 State Project No.: 60LPLM-F1-036  
 Owner City of Mount Pleasant CT Project No. 20045403  
 Contractor(s) Adams Contracting, LLC TDOT PIN: 126660.00

You are hereby instructed to effect for the foregoing named project, the following modifications as noted below, to the work described in the contract:

During construction, the city requested an additional area on Bluegrass Avenue to be milled and resurfaced due to the deteriorating condition of the road and address the various utility trench repair patches.

0.14 Tons of Item No. 403-01 (Bituminous Material for Tack Coat (TC)) is being added. The unit bid price is \$775.00/ton, which will increase the construction cost by \$108.50.

25.44 Tons of Item No. 411-02.10 (ACS Mix (PG70-22) Grading D) is being added. The unit bid price is \$280/Ton, which will increase the construction cost by \$7,123.20.

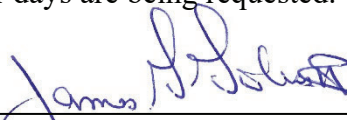
320 SY of Item 415-01.02 (Cold Planing Bituminous Pavement) is being added. The unit bid price is \$7.00/SY, which will increase the construction cost by \$2,240.00.

This change is contingent upon approval from TDOT, including all the proper documentation submitted by the contractor.

Estimated Increase \$9,471.70  
 Additional Time 2 Calendar Days

This form shall be used as evidence that the Owner and Contractor expect that the costs for the work addressed herein will be incorporated into a subsequently issued Change Order in accordance with the contract. Two (2) additional calendar days are being requested.

04/09/2025  
 Date

  
 CT Consultants

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Authorized Representative

Date

DISTRIBUTION

Owner

1. Contractor

2. Owner

3. Project Manager

4. File

James Golias

**From:** Larry Pyles <larry@adamscontractingky.com>  
**Sent:** Tuesday, April 8, 2025 8:15 AM  
**To:** James Golias; George Ross  
**Cc:** Jason Rogers; City of Mount Pleasant - Phillip Grooms (pgrooms@mtpleasant-tn.gov); City of Mount Pleasant - Ted Howell (thowell@mtpleasant-tn.gov); Terracon - Rengber Kittani (rengber.kittani@terracon.com)  
**Subject:** Re: Mount Pleasant, TN - Bluegrass Avenue (Milling and Resurfacing)

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

James,

This looks to be correct.

Larry Pyles  
Superintendent  
Adams Contracting  
828-421-4775

---

**From:** James Golias <JGolias@verdantas.com>  
**Sent:** Friday, April 4, 2025 2:40 PM  
**To:** George Ross <gross@adamscontractingky.com>; Larry Pyles <larry@adamscontractingky.com>  
**Cc:** Jason Rogers <jrogers@adamscontractingky.com>; City of Mount Pleasant - Phillip Grooms (pgrooms@mtpleasant-tn.gov) <pgrooms@mtpleasant-tn.gov>; City of Mount Pleasant - Ted Howell (thowell@mtpleasant-tn.gov) <thowell@mtpleasant-tn.gov>; Terracon - Rengber Kittani (rengber.kittani@terracon.com) <rengber.kittani@terracon.com>  
**Subject:** Mount Pleasant, TN - Bluegrass Avenue (Milling and Resurfacing)

George/Larry,

As a follow up to the site visit the other day, I am following up to confirm the additional areas that are being requested for milling and resurfacing. Recognizing that the city would like to take the costs to Council next week, I am trying to put together the appropriate paperwork. As such, I have estimated the areas to be milled and resurfaced, **but please verify my assumptions for concurrence.**

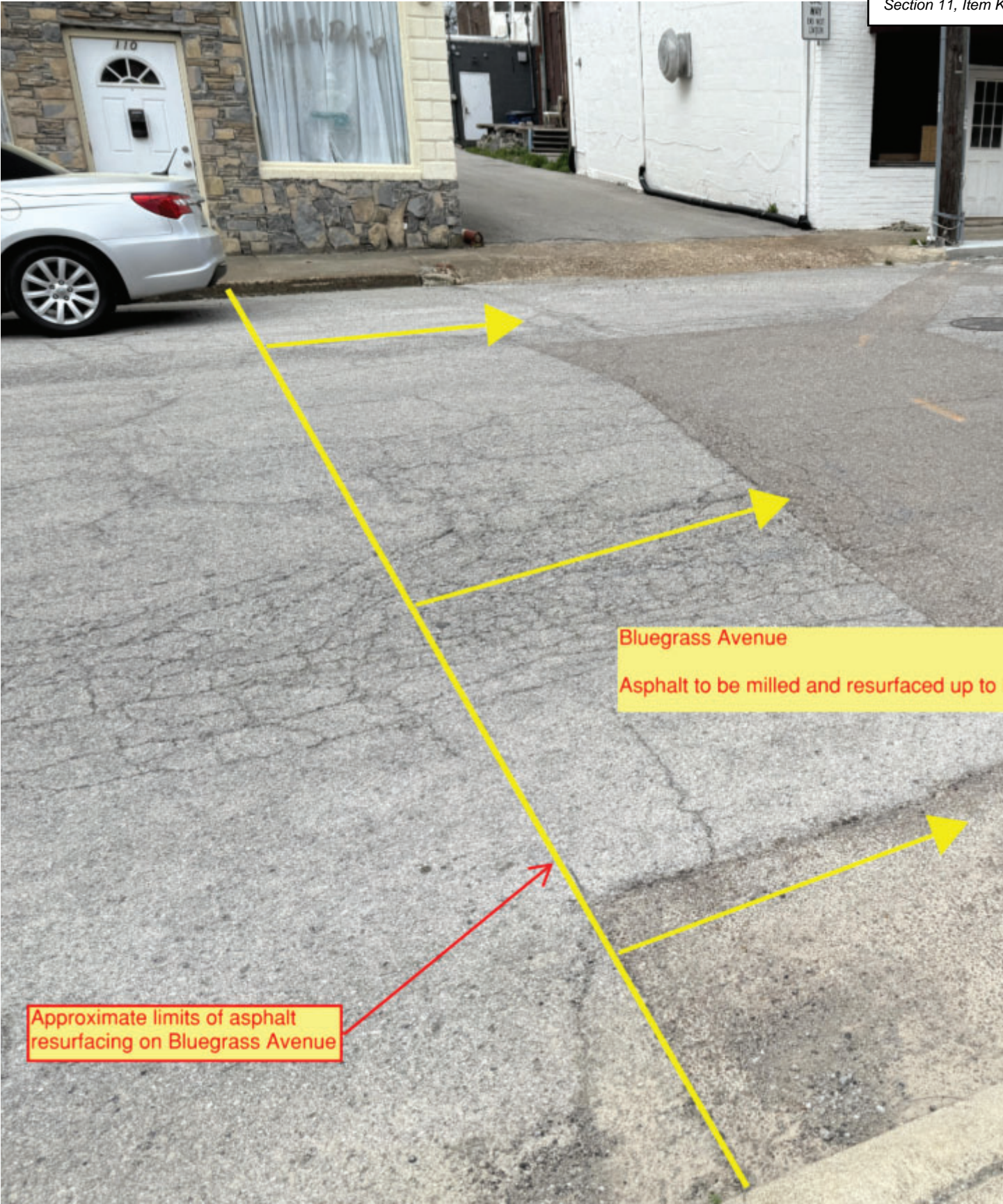
**ASSUMPTIONS:**

- The milling is anticipated to be 1-1-2” deep
- Tack coat will be placed at 0.10 Gal/SY in accordance with TDOT requirements
- One (1) lift of 1-1/2” thick asphalt surface material (Item 411-02.10) will be placed
- The estimate area on Bluegrass Avenue (32’ wide x 90’ long) is from Sta 19+20 (current resurfacing limit) to Sta 18+30, which is approximately 15’ east of the manhole to address the current asphalt patching in the roadway.
- Estimated costs:
  - **Item 415-01.02 Cold Planing of Bituminous Pavement**
    - 1-1/2” Depth
    - 32’ x 90’ = 2,880 SF x (1 SY/9 SF) = **320 SY**
    - 320 SY @ \$7.00/SY = **\$2,240.00**
  - **Item 403.01 Bituminous Material for Tack Coat (TC)**

- $320 \text{ SY} \times (0.10 \text{ Gal/SY}) \times (1 \text{ Ton} / 231 \text{ Gal}) = \mathbf{0.14 \text{ Tons}}$
- $0.14 \text{ Tons} @ \$775.00/\text{Ton} = \mathbf{\$108.50}$
- **Item 411-02.10 ACS Mix (PG70-22) Grading D (Hot Mix)**
  - 1-1/2" Depth (159.0 LBS/SY)
  - $320 \text{ SY} \times (159.0 \text{ LBS/SY}) \times (1 \text{ Ton} / 2,000 \text{ LBS}) = \mathbf{25.44 \text{ Tons}}$
  - $25.44 \text{ Tons} @ \$280/\text{Ton} = \mathbf{\$7,123.20}$
- **TOTAL = \$9,471.70**

Upon review, please confirm, revise and/or provide comments to ensure the assumptions above are accurate.





**James G. Golias II, PE**  
(KY, NC, OH, PA, SC, TN, WV)  
**Senior Project Manager**  
C: 615-418-5995 | O: 615-349-4025



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## Work Change Directive No. 14

Project Title SR 166 (North Main Street) Downtown Revitalization – Phase 1      Date 04/04/2025  
 Federal Project No.: TAP/STP-M-166(20)  
 State Project No.: 60LPLM-F1-036

Owner City of Mount Pleasant      CT Project No. 20045403

Contractor(s) Adams Contracting, LLC      TDOT PIN: 126660.00

You are hereby instructed to effect for the foregoing named project, the following modifications as noted below, to the work described in the contract:

During construction, the city requested an additional area on Church Street to be milled and resurfaced due to the deteriorating condition of the road.

0.13 Tons of Item No. 403-01 (Bituminous Material for Tack Coat (TC)) is being added. The unit bid price is \$775.00/ton, which will increase the construction cost by \$100.75.

23.85 Tons of Item No. 411-02.10 (ACS Mix (PG70-22) Grading D) is being added. The unit bid price is \$280/Ton, which will increase the construction cost by \$6,678.00.

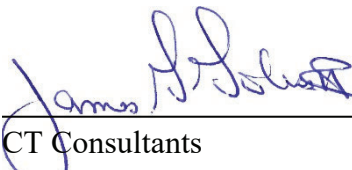
300 SY of Item 415-01.02 (Cold Planing Bituminous Pavement) is being added. The unit bid price is \$7.00/SY, which will increase the construction cost by \$2,100.00.

This change is contingent upon approval from TDOT, including all the proper documentation submitted by the contractor.

Estimated Increase      \$8,878.75  
 Additional Time      2 Calendar Days

This form shall be used as evidence that the Owner and Contractor expect that the costs for the work addressed herein will be incorporated into a subsequently issued Change Order in accordance with the contract. Two (2) additional calendar days are being requested.

04/09/2025  
 Date

  
 \_\_\_\_\_  
 CT Consultants

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Contractor's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

DISTRIBUTION    1. Contractor  
                          2. Owner  
                          3. Project Manager  
                          4. File

James Golias

**From:** Larry Pyles <larry@adamscontractingky.com>  
**Sent:** Tuesday, April 8, 2025 8:14 AM  
**To:** James Golias; George Ross  
**Cc:** Jason Rogers; City of Mount Pleasant - Phillip Grooms (pgrooms@mtpleasant-tn.gov); City of Mount Pleasant - Ted Howell (thowell@mtpleasant-tn.gov); Terracon - Rengber Kittani (rengber.kittani@terracon.com)  
**Subject:** Re: Mount Pleasant, TN - Church Street (Milling and Resurfacing)

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

James,

This looks to be correct

Larry Pyles  
Superintendent  
Adams Contracting  
828-421-4775

---

**From:** James Golias <JGolias@verdantas.com>  
**Sent:** Friday, April 4, 2025 2:54 PM  
**To:** George Ross <gross@adamscontractingky.com>; Larry Pyles <larry@adamscontractingky.com>  
**Cc:** Jason Rogers <jrogers@adamscontractingky.com>; City of Mount Pleasant - Phillip Grooms (pgrooms@mtpleasant-tn.gov) <pgrooms@mtpleasant-tn.gov>; City of Mount Pleasant - Ted Howell (thowell@mtpleasant-tn.gov) <thowell@mtpleasant-tn.gov>; Terracon - Rengber Kittani (rengber.kittani@terracon.com) <rengber.kittani@terracon.com>  
**Subject:** Mount Pleasant, TN - Church Street (Milling and Resurfacing)

George/Larry,  
Similar to Bluegrass Avenue, as a follow up to the site visit the other day, I am trying to confirm the additional areas that are being requested for milling and resurfacing. Recognizing that the city would like to take the costs to Council next week, I am trying to put together the appropriate paperwork. As such, I have estimated the areas to be milled and resurfaced, *but please verify my assumptions for concurrence.*

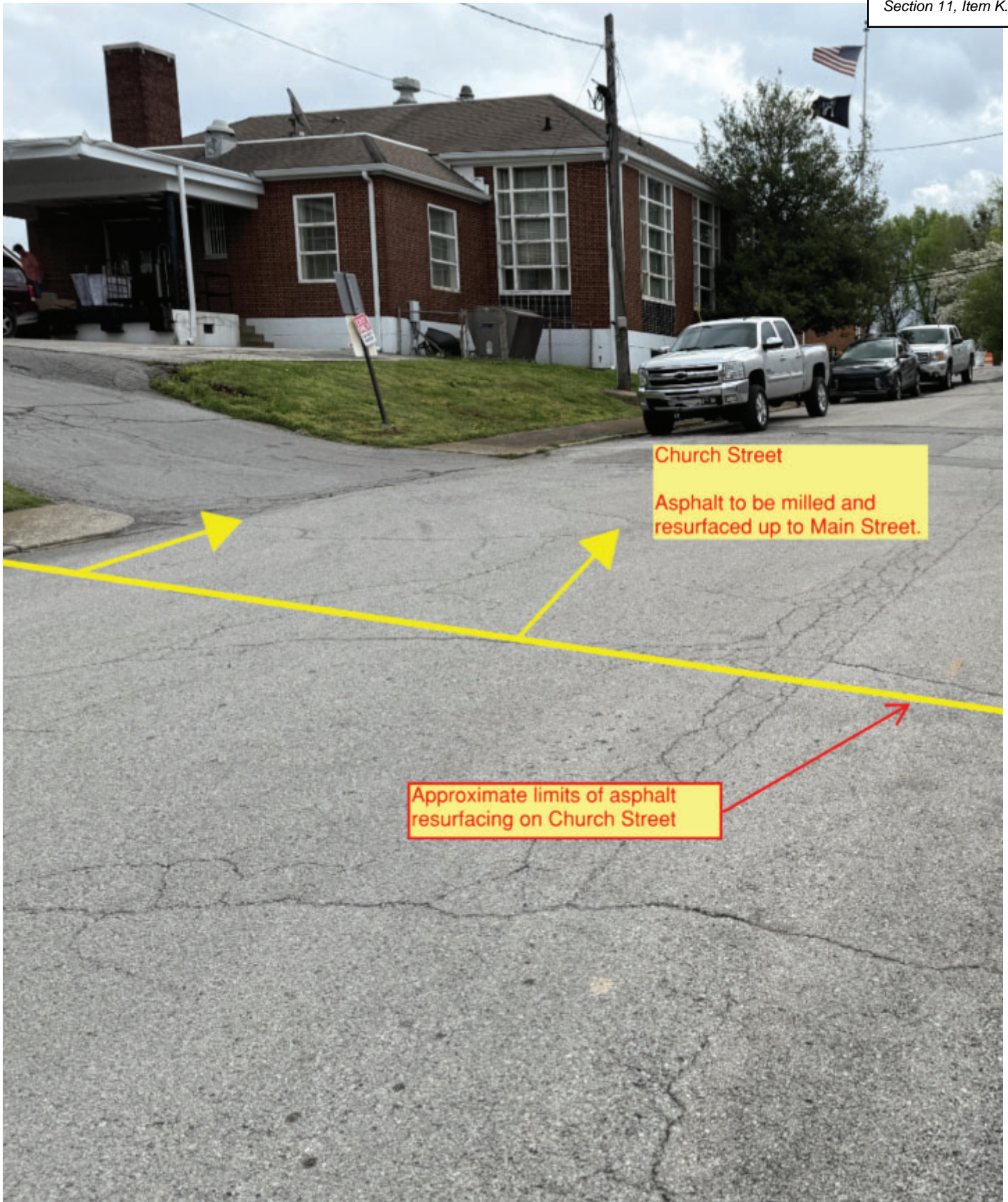
**ASSUMPTIONS:**

- The milling is anticipated to be 1-1-2” deep
- Tack coat will be placed at 0.10 Gal/SY in accordance with TDOT requirements
- One (1) lift of 1-1/2” thick asphalt surface material (Item 411-02.10) will be placed
- The estimate area on Church Street (30’ wide x 90’ long) is from the current resurfacing limit (approximately 45’ west of the MPPS front building wall on Main Street) to approximately 50’ west of the MPPS rear building wall where the sidewalk continues to the west.
- Estimated costs:
  - **Item 415-01.02 Cold Planing of Bituminous Pavement**
    - 1-1/2” Depth
    - 30’ x 90’ = 2,700 SF x (1 SY/9 SF) = **300 SY**
    - 300 SY @ \$7.00/SY = **\$2,100.00**
  - **Item 403.01 Bituminous Material for Tack Coat (TC)**

- $300 \text{ SY} \times (0.10 \text{ Gal/SY}) \times (1 \text{ Ton} / 231 \text{ Gal}) = \mathbf{0.13 \text{ Tons}}$
  - $0.13 \text{ Tons} @ \$775.00/\text{Ton} = \mathbf{\$100.75}$
- **Item 411-02.10 ACS Mix (PG70-22) Grading D (Hot Mix)**
  - 1-1/2" Depth (159.0 LBS/SY)
  - $300 \text{ SY} \times (159.0 \text{ LBS/SY}) \times (1 \text{ Ton} / 2,000 \text{ LBS}) = \mathbf{23.85 \text{ Tons}}$
  - $23.85 \text{ Tons} @ \$280/\text{Ton} = \mathbf{\$6,678.00}$
- **TOTAL = \$8,878.75**

Upon review, please confirm, revise and/or provide comments to ensure the assumptions above are accurate.





**James G. Golias II, PE**  
(KY, NC, OH, PA, SC, TN, WV)  
Senior Project Manager



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