



# Mt. Juliet, Tennessee

## Board of Commissioners

### Agenda

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

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**Monday, April 8, 2024**

**6:30 PM**

**Commission Chambers**

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**1. Public Hearing 6:15 PM**

**1.A. Public Hearing Notice**

**[0618](#)**

**Attachments:** [Public Notice 4-8-24](#)

Annex approximately 0.45 acres, Coker Property, 107 Medearis Drive, Map 0530, Group A, Parcel 012.00

Rezone 102 Medearis Drive, Map 0530, Group A, Parcel 014.00 from RS40 to CRC

Amend the Mt. Juliet City Code Chapter 4, Alcoholic Beverage, Article III, Section 4-61 (a) Location Restrictions for On-Premise Beer Permits and Measurement of Distance for On-Premise and Off-Premise Beer Permits

Amend FY 23/24 Budget Create a Deputy Parks Director Administration and transfer funds from Finance to Parks, Transfer funds from Finance Department to Executive Department

Define the procedure for proposing Charter Amendments

Amend FY 23/24 Budget to transfer funds for Legal Fess from the Finance Department to the Executive Department

**2. Call to Order & Declare a Quorum Present**

**3. Set Agenda**

**4. Invocation & Pledge of Allegiance**

**5. Approval of Minutes**

**5.A. Approval of 3/25/24 BoC Minutes**

**[0617](#)**

**Attachments:** [BoC Minutes 3-25-24](#)

**6. Citizens Comments**

**7. Commissioner Reports & Comments**

**8. City Manager's Report**

**9. Unfinished Business Consent Agenda Items - Ordinance 2nd Reading:**

- 9.A.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO CREATE A DEPUTY DIRECTOR POSITION FOR THE MT. JULIET PARKS DEPARTMENT AND TRANSFER FUNDS FOR THE SALARY [0603](#)

**Sponsors:** Jennifer Milele, Ray Justice

**Attachments:** [2024 - Amd Budget to add Parks Dept Deputy Director](#)  
[Ex Summary Asst Parks Director Position](#)

**Legislative History**

3/25/24	Board of Commissioners	recommended for approval to the Board of Commissioners
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**10. Unfinished Business - Ordinances 2nd Reading:**

- 10.A.** AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 0.45 ACRES, PROPERTY KNOWN AS THE COKER PROPERTY LOCATED AT 107 MEDEARIS DR., MAP 0530, GROUP A PARCEL 012.00, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY [0480](#)

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [CokerProperty AX SR](#)  
[107 Medearis Dr PoS](#)  
[Coker Property AX ORD](#)  
[107 Medearis Dr Legal Description Exhibit A](#)  
[107 Medearis Exhibit B Annex 9 20 23](#)

**Legislative History**

2/15/24	Planning Commission	**Positive Recommendation to the Board of Commissioners
3/11/24	Board of Commissioners	recommended for approval to the Board of Commissioners

- 10.B.** AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS 102 MEDEARIS DR., MAP 0530, GROUP A, PARCEL 014.00, FROM RS-40 TO CRC [0511](#)

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [102 Medearis Dr. RZ SR](#)  
[102 Medearis Legal Desc](#)  
[102 Medearis Dr RZ ORD](#)  
[102 Medearis Exhibit B Rezone 1 12 24](#)

**Legislative History**

2/15/24	Planning Commission	**Positive Recommendation to the Board of Commissioners
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3/11/24 Board of Commissioners recommended for approval to the Board of Commissioners

- 10.C.** AN ORDINANCE TO AMEND THE MT. JULIET CITY CODE CHAPTER 4, ALCOHOLIC BEVERAGE, ARTICLE III, SECTION 4-61 (a) LOCATION RESTRICTIONS FOR ON-PREMISE BEER PERMITS AND MEASUREMENT OF DISTANCE FOR ON-PREMISE AND OFF-PREMISE BEER PERMITS **0568**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [Sec 4-61 with amendment from 3-11-24 measurement of distance](#)  
[Amend Chapter 4 Alcoholic - On premise distance to 100 feet ord](#)

**Legislative History**

3/11/24 Board of Commissioners recommended for approval to the Board of Commissioners

- 10.D.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO TRANSFER FUNDS FOR LEGAL FEES FROM THE FINANCE DEPARTMENT TO THE EXECUTIVE DEPARTMENT **0604**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024- Amend 23-24 budget for Legal Fees](#)

**Legislative History**

3/25/24 Board of Commissioners recommended for approval to the Board of Commissioners

- 10.E.** AN ORDINANCE TO DEFINE THE PROCEDURE FOR PROPOSING CHARTER AMENDMENTS **0605**

**Sponsors:** James Maness

**Attachments:** [Define Procedures for passing a Charter Amendment v1](#)

**Legislative History**

3/25/24 Board of Commissioners recommended for approval to the Board of Commissioners

**11. New Business - Ordinances 1st Reading:**

- 11.A.** AN ORDINANCE APPROVING THE AMENDMENT OF THE MT. JULIET CITY CHARTER AND AUTHORIZING SUCH AMENDMENT TO BE PLACED ON THE NOVEMBER 202X BALLOT FOR A REFERENDUM VOTE **0466**

**Sponsors:** James Maness

**Attachments:** [CHARTER AMENDMENT-2024](#)  
[Sec. 6 20 220. Removal of officers code section with mark-up](#)

- 11.B.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR A TODDLER PARK AT THE NEW CHARLIE DANIELS PARK ANNEX BUILDING **0623**

**Sponsors:** City Manager Kenny Martin, James Maness, Scott Hefner, Ray Justice, Bill Trivett, Jennifer Milele

**Attachments:** [2024 - Amd Budget to add Toddler Park at CDP annex EXECUTIVE SUMMARY for Annex Building. Toddler Park Toddler Play Yard pictures](#)

- 11.C.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR SAFE STREETS FOR ALL (SS4A) PROJECT THAT WAS RECENTLY AWARDED GRANT FUNDING **0624**

**Sponsors:** Kenneth Martin

**Attachments:** [2024- Amend Capital Proj budget for SS4A grant award](#)  
[2024- Amend Capital Proj budget for SS4A grant award - exec summary](#)

**12 New Business Consent Agenda Items - Resolutions**

- 12A.** A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE OF COMPLIANCE FOR COSTCO WHOLESALE CORPORATION dba COSTCO WHOLESALE #1686 LOCATED AT 100 LEGACY POINTE DRIVE, MT. JULIET, TN TO SELL WINE **0615**

**Sponsors:** Kenneth Martin

**Attachments:** [Costco's Certificate of Compliance](#)  
[Costco CoC application](#)  
[Res Costco Certificate of Compliance](#)

- 12B.** RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) FOR THE SAFE STREETS FOR ALL PROGRAM AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **0622**

**Sponsors:** Kenneth Martin

**Attachments:** [2024-04-08, FHWA Agreement Resolution - SS4A](#)  
[2024-04-08, FHWA Agreement Resolution - SS4A Exec Summary](#)  
[SS4A Grant Agreement \(unsigned\)](#)



- 12C.** RESOLUTION AUTHORIZING THE EXECUTION, TERMS, [0625](#)  
ISSUANCE, SALE AND PAYMENT OF GENERAL OBLIGATION  
BONDS, SERIES 2024, OF THE CITY OF MT. JULIET,  
TENNESSEE, AND PROVIDING THE DETAILS THEREOF

**Sponsors:** City Manager Kenny Martin

**Attachments:** [ABB Mt. Juliet Detailed 2024 Bond Resolution\(245401379.3\)](#)

**13. Adjournment**



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

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**File #:** 0618

**Agenda Date:** 4/8/2024

**Agenda #:** 1.A.

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**Title:**

Public Hearing Notice

## **Public Notice**

The Board of Commissioners of the City of Mt. Juliet will have a Public Hearing on Monday, April 8, 2024, at 6:15 pm at City Hall for the following to be considered on 2<sup>nd</sup> Reading:

- Annex approximately 0.45 acres, Coker Property, 107 Medearis Dr., Map 0530, Group A, Parcel 012.00 located within the Cities Urban Growth Boundary
- Rezone 102 Medearis Dr., Map 0530, Group A, Parcel 014.00 from RS40 to CRC
- Amend the Mt. Juliet City Code Chapter 4, Alcoholic Beverage, Article III, Section 4-61 (a) Location Restrictions for On-Premise Beer Permits and Measurement of Distance for On-Premise and Off-Premise Beer Permits
- Amend the FY 2023/2024 Budget for the following:
  - Create a Deputy Parks Director Administration and transfer funds from Finance to Parks
  - Transfer Funds for legal Fees from the Finance Department to the Executive Department
- Define the procedure for proposing Charter Amendments

The Public is invited to attend and comment.

Kenny Martin, City Manager  
City of Mt. Juliet



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

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**File #:** 0617

**Agenda Date:** 4/8/2024

**Agenda #:** 5.A.

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**Title:**

Approval of 3/25/24 BoC Minutes



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**1. Work Session 5:15 PM - 6:00 PM**

- 1.A.** Work session to discuss a development that would possibly utilize the CBID process [0591](#)

**Sponsors:** City Manager Kenny Martin

**Attachments:** [3-25-24 Worksession](#)

Present: Mayor Maness, Vice Mayor Trivett, Commissioners hefner, Justice and Milele.

Mayor Maness called the Work Session to order at 5:15 PM

The Work Session adjourned at 5:38 PM

**2. Public Hearing 6:15 PM**

Citizens Comments limited to three (3) minutes per person - Ordinance 2023-15

- 2.A.** Public Notice for 3-25-24 2nd Reading items [0599](#)

**Attachments:** [3-25-24 2nd Reading](#)

Mayor Maness called the Pubic Hearing to order at 6:15 PM.

Citizens Comments:

Patricia O'Brien, 658 NW Rutland Road  
Rich Eckhart, 5084 Citation Drive

Adjourned at 6:20 PM

**Rollcall**

**Present:** Bill Trivett, James Maness, Jennifer Milele, Ray Justice, and Scott Hefner

**3. Call to Order & Declare a Quorum Present**

Mayor Maness called the meeting to order at 6:32 PM and declared a quorum present.

**4. Set Agenda**

As Published.

Commissioner Milele questioned if item 12.B. - Ethics should this be removed from the agenda until after the worksession.

12.B. Removed from the agenda without objection.

**5. Invocation & Pledge of Allegiance**

Communications Director Justin Beasley

**6. Approval of Minutes**

This was approved.

**6.A. March 11, 2024 Minutes**

[0600](#)

**Attachments:** [Minutes 3-11-24 Word](#)

This Action Item was approved.

**RESULT:** APPROVED

**MOVER:** Scott Hefner

**SECONDER:** Bill Trivett

**7. Citizens Comments**

Citizens Comment Limited to three (3) minutes per person - Ordinance 2008-24

Patricia O'Brien, 468 NW Rutland Road.

Stephen Heckendorf, 393 Page Drive.

## **8. Commissioner Reports & Comments**

Commissioner Justice: Attended the "Everyone's Wilson" Banquet, this is an organization headed up by Daryl Crouch that assists the schools, students and other organizations in Wilson County. George Thomas passed away, he has been a Real Estate agent and resident for many, many years. His contributions to the City have been too numerous to list. He was a true Southern Gentleman and had a big heart. Read his obituary. Had the privilege of being his friend for many, many years. He will be missed.

Vice Mayor Trivett: Thanked everyone for attending in person and on-line. Congratulations to the new MJPD officers that just graduated. Attended the ribbon cutting for Hamilton Denson Park, parks is doing a great job. The electrical wrapped boxes are great. He counted over 83 red, white and blue flags coming here tonight. Keep our military in your prayers. Happy Easter to everyone.

Commissioner Hefner: There will be a Ethics Work Session with the Board of Commissioners and Ethics Commission this Wednesday at 6 PM, this is open to the public. Costco has a sign on the building. Shop local as always which helps fund MJ. Happy Easter to everyone. Three seats on this board are up for re-election. Encouraged everyone that is a resident to pull a petition to run. He is happy to help with this process.

Commissioner Milele: Her newsletter will go out on the 1st. Walk Across Wilson started yesterday, the link is on facebook, the idea is to get out and get active for 4 weeks for 30 minutes a day. April 1st the water fountains for dog park will be turned on.

## **9. City Manager's Report**

Thanked everyone, Thoughts and Prayers to George Thomas and Sonny Tillman families. Shop local is very important. We have a low property tax. Please be mindful of the kids being out and about, walkers, bikers, joggers, etc. Park safely.

## **10. Unfinished Business**

**10.A. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET  
ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE CURD  
ROAD AT MJRD TRAFFIC SIGNAL PROJECT**

**0578**

**Sponsors:** Scott Hefner

**Attachments:** [2024-03-11- Budget Amend exec summary - Curd Rd Signal  
and Pleasant Grove AWSC](#)  
[2024- Amend bud Curd Rd proj](#)

Motion made by Commissioner Justice to divide the two projects, 2nd by Mayor Maness.

Vote to Divide:

Yea: Unanimous

Discussion was held on the Curd Road Traffic Signal.

Vote on Curd Road Traffic Signal:

Yea: Unanimous

Discussion was held on the Central Pike All Way stop.

Motion made by Mayor Maness to defer for 60 days to allow time to discuss other options and obtain information with the state (traffic calming devices), 2nd by Commissioner Justice

Discussion was held.

Vote on 60 day Deferral (will come back on 6/10/24 due to the Memorial Day holiday):

Yea: Unanimous

The Budget Amendment ordinance for Curd Road traffic signal was adopted.  
The Budget Amendment Ordinance for Pleasant Grove Road/Central Pike was deferred for 60 days (6/10/24).

**RESULT:** ADOPTED

**MOVER:** Ray Justice

**SECONDER:** James Maness

Enactment No: 2024-14



**10.B. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET  
ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE  
PURCHASE OF  
THE PROPERTY LOCATED AT 1025 CHARLIE DANIELS PARKWAY,  
MAP 054, PARCEL 114.03 BEING APPROXIMATELY 1.12 ACRES  
FROM LINEBERRY PROPERTIES, INC AND GARY MERRITT FOR  
THE PARKS DEPARTMENT** **0582**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024- Amend 23-24 budget to purchase land 1025 CDPkwy](#)

A motion was made by Milele, seconded by Trivett, that this Ordinance be adopted.  
The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Bill Trivett

**Aye:** Trivett, Maness, Milele, Justice, and Hefner  
Enactment No: 2024-15

**10.C. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET  
ORDINANCE 2023-24 TO ACCEPT DONATIONS TO THE POLICE  
DEPARTMENT FOR A WELLNESS PROGRAM** **0583**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024- Ord amend 23-24 budget PD donations](#)  
[Executive summary 2024- amend 23-24 budget PD donations](#)

A motion was made by Trivett, seconded by Hefner, that this Ordinance be adopted.  
The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Trivett, Maness, Milele, Justice, and Hefner  
Enactment No: 2024-16

**11. Ordinance - 1st Reading Deferred 3/11/24**

**11.A. AN ORDINANCE TO CONDUCT A REFERENDUM TO ESTABLISH  
TERM LIMITS FOR THE BOARD OF COMMISSIONERS****0584****Sponsors:** Scott Hefner**Attachments:** [2024- Ordinance to hold a referendum establishing term  
limits cm-sh](#)

Discussion was held.

Yea: Hefner, Justice

Nay: Milele, Maness, Trivett

A motion was made by Hefner, seconded by Justice, that this Ordinance be denied.  
The motion failed by the following vote:

**RESULT:** DENIED**MOVER:** Scott Hefner**SECONDER:** Ray Justice**Aye:** Justice, and Hefner**Nay:** Trivett, Maness, and Milele**12. New Business**

**12.A. AN ORDINANCE TO REZONE APPROXIMATELY 8.3 ACRES OF PROPERTY AT LEBANON ROAD AND NORTH GREENHILL ROAD, MAP 053, PARCELS 040.00, 041.00 FROM CRC AND CG TO CRC PUD AND TO ADOPT THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE GREENHILL ROAD COMMERCIAL** **0449**

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Greenhill Road Commercial PMDP PUD SR](#)  
[Greenhill Road Commercial PMDP PUD ORD](#)  
[Greenhill Commercial Legal Des](#)  
[Greenhill Road Exhibit B PMDP Rezone 12 14 23](#)

Discussion was held.

Motion made by Mayor Maness to strike items 13 & 16 under Planning & Zoning, 2nd by Commissioner Milele

Vote on Amendment:

Yea: Unanimous

Discussion was held.

A motion was made by Justice, seconded by Milele, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 4/22/2024. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Ray Justice

**SECONDER:** Jennifer Milele

**Aye:** Trivett, Maness, Milele, Justice, and Hefner

**12.B. AN ORDINANCE TO AMEND/REVISION TO THE MT. JULIET CITY CODE CHAPTER 2, ARTICLE XIII CODE OF ETHICS** **0524**

**Sponsors:** Ray Justice

**Attachments:** [Revised Ethics City Code Red Lined - RJ](#)  
[Ethics Ord Revised with additional clarifications](#)

Removed from Agenda under Set Agenda.

**12.C. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET  
ORDINANCE 2023-24 TO CREATE A DEPUTY DIRECTOR POSITION  
FOR THE MT. JULIET PARKS DEPARTMENT AND TRANSFER  
FUNDS FOR THE SALARY**

**0603**

**Sponsors:** Jennifer Milele, Ray Justice

**Attachments:** [2024 - Amd Budget to add Parks Dept Deputy Director  
Ex Summary Asst Parks Director Position](#)

A motion was made by Trivett, seconded by Justice, that this Ordinance be recommended for approval to the Board of Commissioners on meeting date of 4/8/24.

The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Bill Trivett

**SECONDER:** Ray Justice

**Aye:** Trivett, Maness, Milele, Justice, and Hefner

**12.E. AN ORDINANCE TO DEFINE THE PROCEDURE FOR PROPOSING  
CHARTER AMENDMENTS**

**0605**

**Sponsors:** James Maness

**Attachments:** [Define Procedures for passing a Charter Amendment v1](#)

Discussion was held.

Motion made by Commissioner Justice to defer for one meeting for an attorney generals opinion, 2nd by Commissioner Hefner.

Vote on deferral for one meeting:

Yea: Justice, Hefner

Nay: Milele, Maness, Trivett

Discussion was held.

A motion was made by Maness, seconded by Milele, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 4/8/2024. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** James Maness

**SECONDER:** Jennifer Milele

**Aye:** Trivett, Maness, and Milele

**Nay:** Justice, and Hefner

**12.D. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET  
ORDINANCE 2023-24 TO TRANSFER FUNDS FOR LEGAL FEES  
FROM THE FINANCE DEPARTMENT TO THE EXECUTIVE  
DEPARTMENT**

**0604**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024- Amend 23-24 budget for Legal Fees](#)

Discussion was held.

A motion was made by Maness, seconded by Trivett, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 4/8/2024. The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** James Maness

**SECONDER:** Bill Trivett

**Aye:** Trivett, Maness, Justice, and Hefner

**Nay:** Milele

**13. New Business Consent Agenda Items:**

**13.A. RESOLUTION APPROVING A SUPPLEMENT TO AN AGREEMENT  
BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND WSP USA,  
INC. FOR THE DESIGN OF THE OLD LEBANON DIRT ROAD  
WIDENING PROJECT AND AUTHORIZING THE MAYOR TO SIGN  
THE AGREEMENT**

**0590**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024-03-25, OLDR Widening Consultant Contract Supplement #6 Resolution](#)  
[2024-03-25, OLDR Widening Consultant Contract Supplement #6 Exec Summary](#)  
[WSP Scope and Fee Old Lebanon Dirt Road 2024-02-26](#)

A motion was made by Milele, seconded by Trivett, that this Resolution be adopted. The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Bill Trivett

**Aye:** Trivett, Maness, Milele, Justice, and Hefner

Enactment No: 18-2024

**13.B. RESOLUTION APPROVING AGREEMENTS BY THE CITY OF MT. JULIET, TENNESSEE FOR ON-CALL DEBRIS REMOVAL/DISPOSAL AND DEBRIS MONITORING SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENTS**

**0601**

**Sponsors:** Kenneth Martin

**Attachments:** [2024-03-25, On-call Debris Removal & Monitoring Resolution](#)  
[2024-03-25, On-call Debris Removal & Monitoring Exec Summary](#)  
[Aftermath Contract - Disaster Debris Clearance Recoval and Disposal Services](#)  
[GGMC Agreement for Debris Monitoring](#)

A motion was made by Justice, seconded by Trivett, that this Resolution be adopted.  
The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** Ray Justice

**SECONDER:** Bill Trivett

**Aye:** Trivett, Maness, Milele, Justice, and Hefner  
Enactment No: 19-2024

**14. Resolutions**

**14.A. A RESOLUTION APPROVING THE SALES AGREEMENT  
FOR THE CITY OF MT. JULIET TO SELL  
APPROXIMATELY 29.7 ACRES OF LAND IDENTIFIED AS  
MAP 054 PARCEL 08203 (TOMLINSON PROPERTY)  
LOCATED IN THE CITY OF MT. JULIET WILSON  
COUNTY, TN AND AUTHORIZING THE CITY MANAGER  
TO SIGN THE AGREEMENT**

**0531**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [2024- Approve the sale of Beckwith Rd Prop - Toll Brothers  
Exhibit A Toll Brother  
Tomlinson Point - City AOS \(CMJ clean 3-20-24\)](#)

Discussion was held.

Motion made by Commissioner Justice to amend the sales price to \$1 million dollars, 2nd by Commissioner Milele.

Vote on amendment of \$1 million dollars sales price:  
Vote Yea: Unanimous - 1st Amendment

Discussion was held.

Vice Mayor Trivett made a motion for a 30 day deferral, Motion fails for lack of 2nd.

Discussion was held.

A motion was made by Justice, seconded by Trivett, that this Resolution be adopted. The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** Ray Justice

**SECONDER:** Bill Trivett

**Aye:** Maness, Milele, Justice, and Hefner

**Nay:** Trivett

Enactment No: 20-2024

**14.B.****INITIAL BOND RESOLUTION****0602**

**Sponsors:** City Manager Kenny Martin

**Attachments:** [ABB Mt Juliet 2024 Initial Resolution -Combined \(002\) \(244931081.1\)](#)

Discussion was held.

A motion was made by Milele, seconded by Justice, that this Resolution be adopted. The motion carried by the following vote:

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Ray Justice

**Aye:** Trivett, Maness, Milele, Justice, and Hefner  
Enactment No: 21-2024

**15. Adjournment**

8:42 pm





# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

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**File #:** 0603

**Agenda Date:** 4/8/2024

**Agenda #:** 9.A.

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**Title:**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO  
CREATE A DEPUTY DIRECTOR POSITION FOR THE MT. JULIET PARKS DEPARTMENT AND  
TRANSFER FUNDS FOR THE SALARY**

## ORDINANCE 2024-\_\_\_\_\_

### AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO CREATE A DEPUTY DIRECTOR POSITION FOR THE MT. JULIET PARKS DEPARTMENT AND TRANSFER FUNDS FOR THE SALARY

**WHEREAS**, the City of Mt. Juliet Parks Department has expanded considerably over the past few years; and

**WHEREAS**, the Mt. Juliet Board of Commissioners desires to maintain an exceptional level of service for the community through proper administration of the facilities and events; and

**WHEREAS**, the Parks Director is requesting a Deputy Director over administration to assist in overseeing all parks activities and events; and

**WHEREAS**, the Finance Department has monies available to be transferred to the Parks Department to cover the payroll expenses for the Deputy Director position.

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

**Section 1.** The 2023/2024 Budget Ordinance (Ordinance 2023-24) is hereby amended as follows:

**General Fund – Parks Department**

Increase the Following Expenditures:

110-44700-XXX	Parks Department Salaries	26,300.00
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**General Fund – Finance Department**

Decrease the Following Expenditures:

110-41510-XXX	Finance Department Salaries	26,300.00
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**Section 2.** The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

**BE IT FURTHER ORDAINED:**

**Section 3.** In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

**Section 4.** If any section, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this ordinance.

**Section 5.** That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney

## EXECUTIVE SUMMARY

ORDINANCE 2024-\_\_\_\_\_

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO CREATE A DEPUTY DIRECTOR POSITION FOR THE MT. JULIET PARKS DEPARTMENT AND TRANSFER FUNDS FOR THE SALARY

Executive Summary: Create a Deputy Director Position for the Mt. Juliet Parks Department and transfer funds for the salary.

- 1) WHO: Mt. Juliet Parks & Recreation Department
- 2) WHAT: Request to amend the FY2023/2024 budget to accommodate adding the position of Deputy Parks Director.
- 3) WHEN: First reading March 25, 2024. Second reading April 8, 2024.
- 4) WHERE: Mt. Juliet City Limits
- 5) WHY: This position is needed as the Parks Department has expanded considerably over the past few years. The Parks Director is requesting a Deputy Director over administration to assist in overseeing all Parks activities and events. This position will be filled ASAP.

### STAFF RECOMMENDATION:

- City Manager Kenny Martin and City Recorder Sheila Lockett have given a positive recommendation.

PREPARED BY: Rocky Lee

FISCAL NOTE: This position will have a recurring payroll expense with some general office expenses including furniture, electronics, and supplies. The position carries a salary range of \$58k to \$82k and will include current employee benefits. The current salary for the remainder of the year will be covered by transferring unspent personnel funds in the Finance Department from a position that has been vacant but will be filled in the next few weeks. No additional funds will be added to the budget. The salary will increase yearly by any Board approved COLA as well as movement, by the employee, through the approved pay scale. Funds for this position will come from General Fund revenues including general city taxes and fees.



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

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**File #:** 0480  
10.A.

**Agenda Date:** 4/8/2024

**Agenda #:**

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**Title:**

**AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 0.45 ACRES, PROPERTY KNOWN AS THE COKER PROPERTY LOCATED AT 107 MEDEARIS DR., MAP 0530, GROUP A PARCEL 012.00, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY**



## MEMORANDUM

**Date:** January 18, 2024

**To:** Luke Winchester, Chairman  
and Planning Commission

**From:** Jennifer Hamblen, Planning Director  
Jon Baughman, Deputy Planner

**Re:** Coker Property 107 Medaris Drive Annexation  
Map – 53 O, Group A  
Parcel(s) – 12

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**Request:** Submitted by the property owner, the applicant requests Annexation and Plan of Services approval for 107 Medaris Drive, potentially located in District 1.

**Overview/History:** The applicant is seeking annexation of a residential property of approximately 19,000sf. The lot located on the east side of Medaris, south of Lebanon Road and is surrounded by the City limits. The existing home is on a septic system which has failed and the applicant desires to connect to City sewer, there is an existing line and manhole on the west side of the property. A summary of the request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Coker/107 Medaris	Low Density Residential	N/A	Wilson County R-1	RS-40 Default

**Future Land Use Plan:** The City's Future Land Use Map identifies the property as Low Density Residential. Low Density Residential Land Use exists south and west of the property. Mixed Use is found to the east and Thoroughfare Commercial to the north. A Land Use Amendment is not proposed.

**Zoning:** The zoning is R-1 in Wilson County, surrounding zoning includes RS-40 south and west, CRC north and CMU PUD to the east. Should the property be annexed it will default to RS-40 zoning.

**Urban Growth Boundary:** The subject property is in the City's Urban Growth Boundary.

**Plan of Services:** A Plan of Services is included for review.

**Findings:** In reviewing the requested zoning actions, staff finds that the request agrees with all of the following findings, as contained in the zoning ordinance. The proposed annexation and rezone:

1. *IS agreement with the general plan for the area, and*

2. *does not contravene the legal purposes for which zoning exists, and*
3. *will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and*
4. *is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and*
5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

**Summary:** The applicant requests annexation of their “donut hole” property for connection to City sewer due to a failed septic system for this single-family house.

**Recommendation:** Staff recommends forwarding the Annexation and Plan of Services to the Board of Commissioners with a recommendation for approval, subject to any conditions below.

## **RESOLUTION - 2022**

### **THE PLAN OF SERVICES WILL BE VOTED ON AT 2<sup>ND</sup> READING**

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE PROPERTY KNOWN AS THE COKER PROPERTY, LOCATED AT 107 MEDEARIS DR. MAP 0530, GROUP A PARCEL 012.00, IN WILSON COUNTY, TENNESSEE, LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY:

**WHEREAS**, Tennessee Code Annotated Section 6-51-102 an amended requires the a Plan of Services be adopted by the governing body of a city prior of passage of an annexation ordinance of any territory which may be annexed within any 12 month period; and

**WHERAS**, the City of Mt. Juliet (herein referred to as "City") contemplates annexation of property known as The Coker Property located at 107 Medearis Dr., In Wilson County, Tennessee, as described herein;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE THAT THE PROPERTY LOCATED AT 107 MEDEARIS DR., IN WILSON COUNTY, TENNESSEE IS ADOPTED.**

#### **A. Police:**

1. Patrolling, radio responses to calls, and all other calls, and other routine police services, using present personnel and equipment, will be provided beginning on the effective date of annexation.

#### **B. Fire:**

1. The City of Mt. Juliet will assume primary responsibility for Fire Protection with automatic and mutual aid assistance from the Wilson County Emergency Management Agency.

#### **C. Water:**

1. Water for domestic and commercial is already and will continue to be provided by the West Wilson Utility District.

#### **D. Sanitary Sewers:**

1. Sanitary Sewer infrastructure exists at or near the subject property boundary. Any required extension of the public sanitary sewer infrastructure shall be the responsibility of the developer of the subject property.
2. The annexation of existing developed areas that are not presently on sanitary sewer will not have sewer extended to the properties until funding is appropriated for such extensions or another funding mechanism is approved.



## **RESOLUTION - 2022**

### **E. Refuse Collection:**

1. Refuse Collection is available from private companies in the area. The City of Mt. Juliet has no current plans to offer refuse collection or solid waste disposal services in any area of the City.

### **F. Public Streets:**

1. Emergency maintenance of streets designated as public streets, built to City of Mt. Juliet Standards and dedicated to the City of Mt. Juliet by recording of a final plat as public streets (repair of hazardous pot holes, measures necessary for traffic flows, etc.) will become available on the effective date of annexation.
2. Routine maintenance of streets designated, built and dedicated as public streets, on the same basis as in the present City, will become available in the annexed area when funds from the state gasoline tax based on the annexed population are received (usually July 1, following the effective date of annexation.)
3. Reconstruction and resurfacing of streets designated, built and dedicated as public streets, installation of storm drainage facilities, construction of curbs and gutters, and other such major improvements will be accomplished under current policies of the City or as funds are made available.
4. Cleaning of streets designated, built and dedicated as public streets having curbs and gutters will be considered after the effective date of annexation on the same basis as the cleaning of streets within the present City.
5. Traffic signals, traffic signs, street markings, and other traffic control devices will be installed on public streets as the need is established, by appropriate study and traffic standards.

### **G. Schools:**

1. The entire annex area is served by Wilson County Schools. This annexation will have no effect on school districts.

### **H. Inspection Services:**

1. Any inspection service now provided by the City (building, plumbing, electrical, gas, housing and City of Mt. Juliet by Ordinance, etc) will become available in the annexed area on the effective date of annexation.

### **I. Planning:**

1. The Planning Jurisdiction of the City already includes the annexed area. The property herein annexed is recommended to be zoned: RS-40.

## **RESOLUTION - 2022**

### **J. Street Lighting**

1. The City only installs streetlights on main thoroughfares (currently Mt. Juliet Road/SR171 and Lebanon Road/US Highway 70).

### **K. Recreation**

1. Residents of the annexed area may begin using all existing recreational facilities, parks, etc., on the effective date of annexation. The same standards and policies now used in the City will be followed in expanding the recreational program facilities in the enlarged City.

### **L. Electrical Service**

1. Electrical service for domestic and commercial uses is already and will continue to be provided by the Middle Tennessee Electric Membership Cooperative.

### **NOW THEREFORE BE IT RESOLVED:**

In case conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further. If any section, clause, provision or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of the resolution.

**This resolution shall take effect on the earliest date allowed by the law.**

PASSED:

FIRST READING:

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James Maness, Mayor

ATTEST:

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Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

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Kenny Martin, City Manager

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Gino Marchetti, City Attorney

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO ANNEX INTO THE CORPORATE BOUNDARIES OF THE CITY OF MT. JULIET APPROXIMATELY 0.45 ACRES, PROPERTY KNOWN AS THE COKER PROPERTY LOCATED AT 107 MEDEARIS DR., MAP 0530, GROUP A PARCEL 012.00, AND LOCATED WITHIN THE CITY'S URBAN GROWTH BOUNDARY.**

**WHEREAS**, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting of February 15, 2024, and forwarded a positive recommendation (Vote 7-0-0) for approval to the Board of Commissioners; and

**WHEREAS**, a public hearing before the City Commission of the City of Mt. Juliet was held on \_\_\_\_\_ and notice thereof published in the Chronicle of Mt. Juliet on \_\_\_\_\_; and

**WHEREAS**, the City of Mt. Juliet Board of Commissioners desires to annex the subject property of approximately 0.45 acres, into the corporate boundaries of the City of Mt. Juliet; and

**WHEREAS**, the property described herein is entirely within the Mt. Juliet Urban Growth Boundary; and

**WHEREAS**, a Plan of Services for this area was adopted by resolution of Board of Commissioners as required by Tennessee Code Annotated § 6-51-102; and

**WHEREAS**, it is in the best interests of the residents and property owners of the City of Mt. Juliet, Tennessee to include the property described herein within corporate boundaries of the City of Mt. Juliet.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON \_\_\_\_\_, 2023 as follows:**

**SECTION 1.** – ANNEXATION. The property described herein below and as shown and further described on Exhibit B attached hereto, is hereby annexed into the City of Mt. Juliet. The annexed land will be subject to the provisions and requirements of Ordinance 2001-29 as amended (Mt. Juliet Zoning Ordinance) and all other applicable ordinances, rules and regulations of the City of Mt. Juliet.

**LEGAL DESCRIPTION** – See Exhibit A (attached)

**SECTION 2.** – PLANNING COMMISSION RECOMMENDATION – This matter was considered by the Planning Commission and received a positive recommendation with a vote of (7-0-0) in a regular meeting to be held on February 15, 2024.

**SECTION 3.** – PUBLIC HEARING – The annexation was the subject of a public hearing held on \_\_\_\_\_ at 6:15 p.m.

**BE IT FURTHER ORDAINED**

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further. If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:\_\_\_\_\_

SECOND READING:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheila S. Luckett, MMC  
City Recorder

\_\_\_\_\_  
Kenny Martin, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney

## Exhibit A

### Legal Description:

Land in Wilson County, Tennessee, being lots Nos. 5, 6, 10, 11, 12, 14, and 15 on the plat of Clover Ridge Subdivision, in the First Civil District of Wilson County, of record in Plat Book 4, Page 21, said Register's Office.

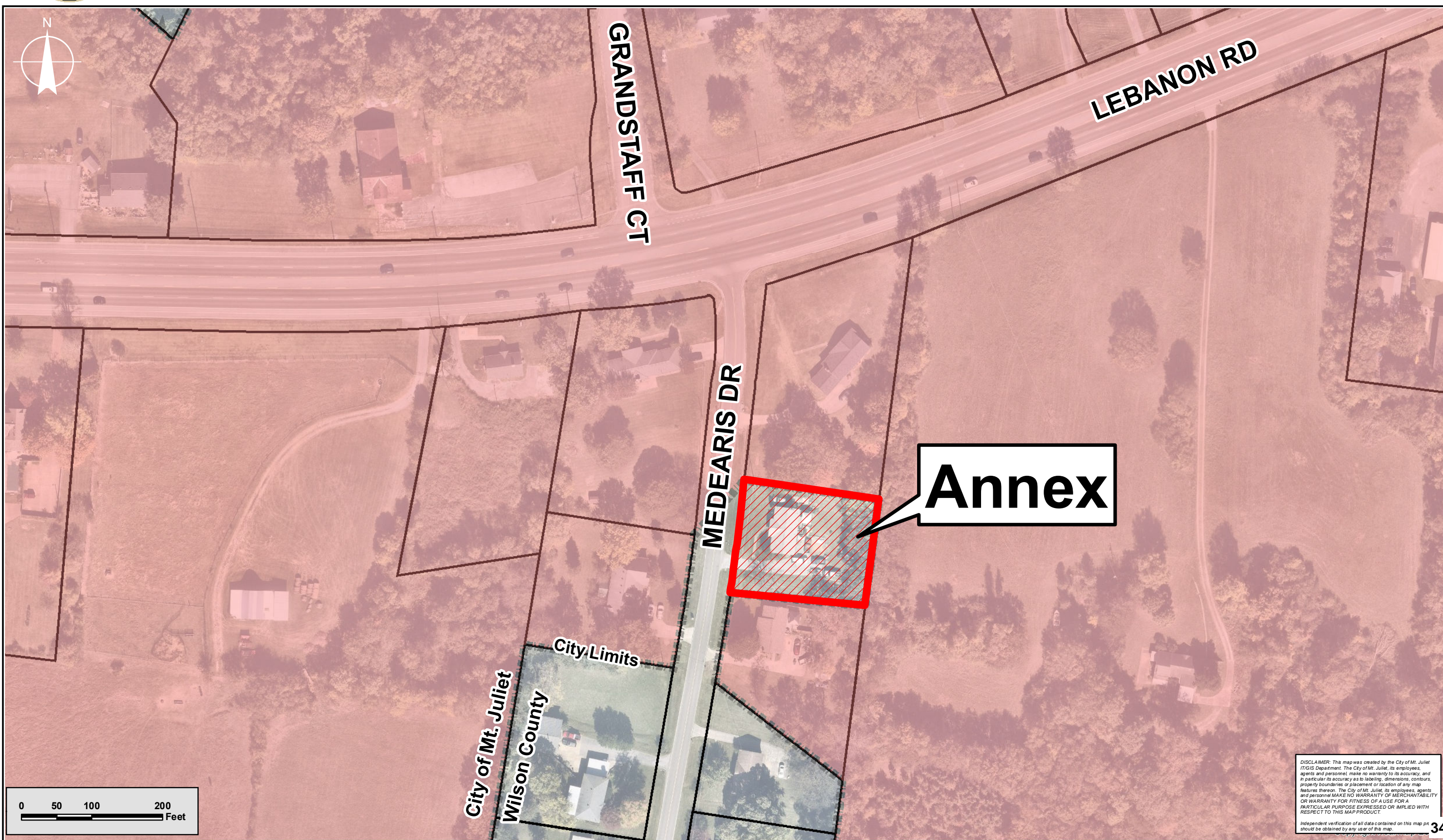
Said Lot No. 10 fronts 130 feet on the east side of Medearis Drive and extends back between parallel lines 156 feet on the north line and 154.6 feet on the south line, to a dead line in the rear on which it measures 130 feet.





# Exhibit B - Annex

107 Medearis Drive  
Map 0530, Group A, Parcel 012.00







# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

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**File #:** 0511  
10.B.

**Agenda Date:** 4/8/2024

**Agenda #:**

---

**Title:**

**AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS 102 MEDEARIS DR., MAP 0530, GROUP A, PARCEL 014.00, FROM RS-40 TO CRC**



## MEMORANDUM

**Date:** February 15, 2024

**To:** Luke Winchester, Chairman and Planning Commission

**From:** Jennifer Hamblen, Director of Development Services  
Jon Baughman, City Planner

**102 Medearis Dr. Rezone**  
**Map – 053O, Group A**  
**Parcel – 014.00**

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**Request:** Submitted by Robinson Properties, the applicant seeks Rezone approval for 102 Medaris Drive in District 1.

**Description:** 102 Medaris includes a single parcel on the west side of the street at the intersection with Lebanon Road. The parcel is roughly 40,000sf and includes a brick ranch style home fronting on Lebanon Road. City sewer is in the vicinity. The applicant has not specified a particular use for this property. A summary of the land use and rezone request is provided below:

<b>REQUEST SUMMARY</b>	<b>Land Use Map</b>	<b>Requested Classification</b>	<b>Current Zoning</b>	<b>Requested Zoning</b>
102 Medaris Robinson Properties	Thoroughfare Commercial	N/A	RS-40	CRC

**Future Land Use Plan:** The City's future land use map identifies the property as thoroughfare commercial. Surrounding land use classifications are thoroughfare commercial to the west, across Lebanon Road to the north and across Medaris Drive to the east. South of the property low density residential land use is found. The land use plan supports the applicant's request for CRC zoning.

**Zoning:** Currently 102 Medaris is zoned RS-40 and requested is CRC. Adjacent zoning includes CRC west, RS-40 south, RS-40 and CG north across Lebanon Road and CRC east across Medaris Drive.

**Findings:** In reviewing the requested zoning actions, staff finds that the request agrees with all of the following findings, as contained in the zoning ordinance. The proposed rezone:

1. *is agreement with the general plan for the area, and*
2. *does not contravene the legal purposes for which zoning exists, and*
3. *will have no adverse effect upon joining property owners, unless such effect can be justified by the overwhelming public good or welfare, and*



4. *is not materially beneficial to a property owner or small group of property owners and will not be detrimental to the general public, and*
5. *is possible because conditions affecting the area have changed to a sufficient extent to warrant an amendment to the zoning map, and*
6. *allows uses by right, for which the base infrastructure is in place or will be required, to support their operation.*

**Summary:** The Rezone request for CRC is supported by the City's Future Land Use Plan. A specific use is not determined yet.

**Recommendation:** Staff recommends forwarding this Rezone request for CRC at 102 Medaris Drive to the Board of Commissioners with a positive recommendation, subject to any conditions below.

Exhibit A

Being Lot No. 1 of the Clover Ridge Subdivision, of record in Plat Book 4, Page 21. Register's Office for Wilson County, Tennessee, to which reference is hereby made for a more complete description of said lot.

Included in the above description but expressly excluded in the above is the following:

Beginning at a point on the south proposed right of way line of State Project No. 95004-2235-04, said point located 52 feet right survey centerline station 225+50.64; thence with said south proposed right of way line with a 1,961.86 foot radius curve left an arc distance of 143.69 feet to a point located at 52 feet right of survey centerline station 226+90.52; thence with a 13 foot radius curve right an arc distance of 21.49 feet to a point located at 22 feet right of survey centerline station 10+68.43; thence South 4 degrees 52 minutes 09 seconds East a distance of 20.78 feet to a point located 22 feet right of survey centerline station 10+90.85; said point located on the west existing right of way line of Medearis Drive; thence with said west existing right of way line North 06 degrees 04 minutes 16 seconds East a distance of 30 feet, more or less to a point of curve; thence with a 20 foot radius curve left an arc distance of 32.23 feet to a point on the south existing right of way line of State Route 24; thence with said south existing right of way line with a 1,672.10 foot radius curve left an arc distance of 142.24 feet to a point on the common property line between lone Butler and the grantor herein; thence with said common property line South 09 degrees 46 minutes 10 seconds West a distance of 10 feet, more or less to the point of beginning and containing 2,262 square feet and being a portion of the same property conveyed unto grantors as of record in Deed Book 166, page 371, Register's Office of Wilson County, Tennessee.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO REZONE THE PROPERTY KNOWN AS 102 MEDEARIS DR., MAP 0530, GROUP A, PARCEL 014.00, FROM RS-40 TO CRC.**

**WHEREAS**, the rezoning request is supported by the City's Land Plan and complies with the findings found in the City's Zoning Ordinance, and;

**WHEREAS**, a public hearing before the City Commission of the City of Mt. Juliet was held on \_\_\_\_\_, 2023 and notice thereof published in the Chronicle of Mt. Juliet on \_\_\_\_\_; and

**WHEREAS**, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting on February 15, 2024, and forwarded a Positive recommendation (Vote Count 7-0-0) for approval to the Board of Commissioners; and

**WHEREAS**, the City of Mt. Juliet Board of Commissioners desires to rezone the property from OPS to CTC; and

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON \_\_\_\_\_, 2023 as follows:**

**SECTION 1.** – REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, be and is hereby amended, and altered by rezoning the certain parcel of real property at 102 Medearis Dr., Map 0530, Group A, Parcel 014.00, from RS-40 to CRC.

**LEGAL DESCRIPTION** – See Exhibit A (attached)

**SECTION 2.** – PUBLIC HEARING – The zoning changes were the subject of a public hearing held on \_\_\_\_\_ at 6:15 p.m.

**BE IT FURTHER ORDAINED**

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further. If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

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James Maness, Mayor

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

ATTEST:

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Sheila S. Luckett, MMC  
City Recorder

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Kenny Martin, City Manager

APPROVED AS TO FORM:

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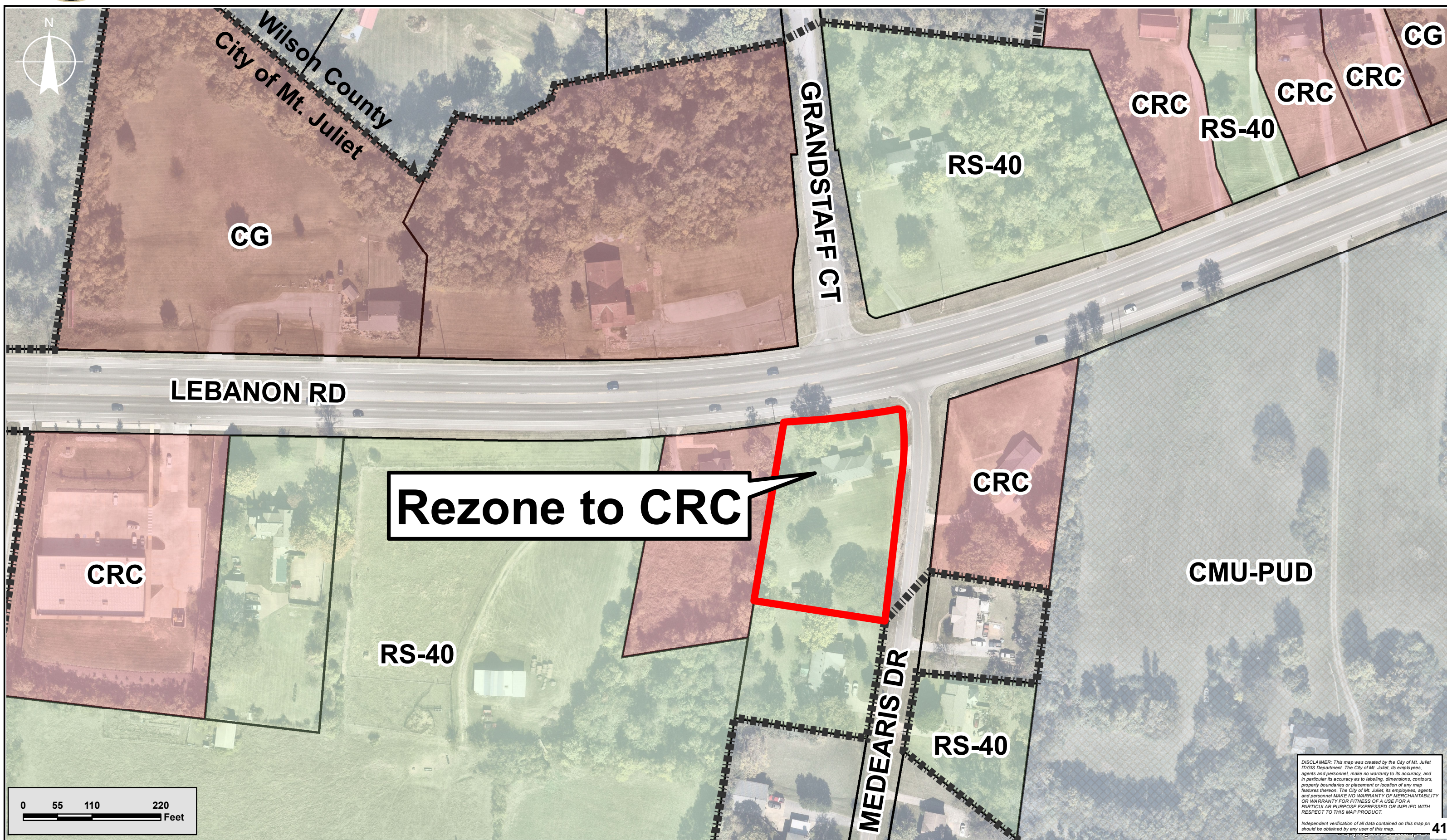
L. Gino Marchetti, Jr.  
City Attorney





# Exhibit B - Rezone

102 Medearis Dr.  
Map 0530, Group A, Parcel 014.00







# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

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**File #:** 0568  
10.C.

**Agenda Date:** 4/8/2024

**Agenda #:**

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**Title:**

**AN ORDINANCE TO AMEND THE MT. JULIET CITY CODE CHAPTER 4, ALCOHOLIC BEVERAGE, ARTICLE III, SECTION 4-61 (a) LOCATION RESTRICTIONS FOR ON-PREMISE BEER PERMITS AND MEASUREMENT OF DISTANCE FOR ON-PREMISE AND OFF-PREMISE BEER PERMITS**

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**Sec. 4-61. Location restrictions.**

- (a) No beer permit for on-premises consumption shall be issued to an applicant whose location is less than 100 feet from a school, church, house of worship or municipal park. The minimum distance requirement for a beer permit for off-premises consumption shall be 100 feet from a school, church, house of worship or municipal park. Distance for on-premises and off-premises shall be measured as driving or walking distance from main entrance to main entrance of the school, church, house of worship or municipal park along a straight line to the center of the main entrance of the potential licensee. Municipal parks shall not include those parks created on land donated to the city on or after May 1, 2013.
- (b) No beer permit shall be issued for a location which fails to comply with any health ordinances or statutes or any which would violate the zoning ordinance.
- (c) Where a beer permit is revoked, no new permit shall be issued to permit the sale of beer on the same premises by the same business enterprise or its employees operating the premises until after the expiration of one year from the date the revocation becomes final and effective. No permit shall be issued to a partner, employee, associate or relative of the holder of a revoked permit if the relationship existed at the time of the offense. Other totally unrelated persons shall be eligible to apply for a permit for that location but issuance shall be at the sole discretion of the alcoholic beverage board.
- (d) No permit shall be issued to an applicant who had revoked, within ten years, a permit, issued by any state, city, county or federal government relating to beer and/or liquor, for the sale of beer and/or alcoholic beverages.

(Code 1997, § 2-3-090; Ord. No. 85-17, 10-7-1985; Ord. No. 98-37, 10-5-1998; Ord. No. 2002-20, 6-17-2002; Ord. No. 2003-12, 2-10-2003; Ord. No. 2007-51, 3-26-2007; Ord. No. 2013-11, § 1, 1-28-2013; Ord. No. 2013-46, 5-30-2013; Ord. No. 2017-02, 1-9-2017)

## **ORDINANCE 2024 -**

### **AN ORDINANCE TO AMEND THE MT. JULIET CITY CODE CHAPTER 4, ALCOHOLIC BEVERAGE, ARTICLE III, SECTION 4-61 (a) LOCATION RESTRICTIONS FOR ON-PREMISE BEER PERMITS AND MEASUREMENT OF DISTANCE FOR ON-PREMISE AND OFF-PREMISE BEER PERMITS**

**Whereas,** the Board of Commissioners of the City of Mt. Juliet desires to amend the Mt. Juliet City Code, Chapter 4, Alcoholic Beverages, Article III, Sec. 4-61 (a) Location Restrictions for On-Premise Beer Permits; and

**Whereas,** the distance requirement for an On-Premise Beer Permit is currently 500 feet from a school, church, house of worship or municipal park is amended to 100 feet; and

**Whereas,** the measurement of distance is currently “straight line” from a school, church, house of worship or municipal park is changed to “driving distance or walking distance” from a school, church, house of worship or municipal park; and

**Whereas,** this amendment will also allow an establishment requesting an On-Premise Beer Permit to be consistent with the distance requirement of an Off-Premise Beer Permit of 100 feet.

**Now, therefore, be it ORDAINED** by the City of Mt Juliet Board of Commissioners the City of Mt. Juliet City Code is amended as follows:

**Section 1.** The Mt. Juliet City Code, Chapter 4, Alcoholic Beverages, Article III, Sec. 4-61 (a) Location restriction is amended for On-Premise Beer Permits to have a distance requirement of 100 feet from a school, church, house of worship or municipal park.

**Section 2.** The Mt. Juliet City Code, Chapter 4, Alcoholic Beverage, Article III, Sec. 4-61 (a) is amended to read the measurement distance will be measured as the drive able or walkable distance from a school, church, house of worship or municipal park for both On-Premise and Off-Premise Beer Permits.

### **BE IT FURTHER ORDAINED**

**Section 3.** In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

**Section 4.** If any section, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this ordinance.



**Section 5.** That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

FIRST READING:  
SECOND READING:

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James Maness, Mayor

ATTEST:

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Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

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Kenny Martin, City Manager

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L. Gino Marchetti, Jr.  
City Attorney



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

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**File #:** 0604  
10.D.

**Agenda Date:** 4/8/2024

**Agenda #:**

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**Title:**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO  
TRANSFER FUNDS FOR LEGAL FEES FROM THE FINANCE DEPARTMENT TO THE  
EXECUTIVE DEPARTMENT**

## ORDINANCE 2024-\_\_\_\_\_

### AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO TRANSFER FUNDS FOR LEGAL FEES FROM THE FINANCE DEPARTMENT TO THE EXECUTIVE DEPARTMENT

**WHEREAS**, the Mt. Juliet Board of Commissioners adopted a Code of Ethics which created a five-member ethics commission; and

**WHEREAS**, the ethics commission is authorized to incur legal expenses up to \$10,000 annually; and

**WHEREAS**, the Board of Commissioners must approve amounts exceeding the allowed \$10,000; and

**WHEREAS**, the legal expenses incurred exceeded the \$10,000 threshold; and

**WHEREAS**, the Board of Commissioners approves the additional \$3,000 in legal fees; and

**WHEREAS**, the Board desires to amend the FY 23-24 budget by transferring \$3,000 from the Finance Department Contractual Services to the Executive Department Contractual Services.

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

**Section 1.** The 2023/2024 Budget Ordinance (Ordinance 2023-24) is hereby amended as follows:

**General Fund –**

	Increase Expenditures:	
110-41320-200	Contractual Services	\$ 3,000.00
	Decrease Expenditures	
110-41510-200	Contractual Services	\$ 3,000.00

**Section 2.** The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

**BE IT FURTHER ORDAINED:**

**Section 3.** In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

**Section 4.** If any section, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this ordinance.

**Section 5.** That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Luckett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

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**File #:** 0605  
10.E.

**Agenda Date:** 4/8/2024

**Agenda #:**

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**Title:**

**AN ORDINANCE TO DEFINE THE PROCEDURE FOR PROPOSING CHARTER AMENDMENTS**

## **ORDINANCE 2024-\_\_\_\_\_**

### **AN ORDINANCE TO DEFINE THE PROCEDURE FOR PROPOSING CHARTER AMENDMENTS**

**WHEREAS**, the City of Mt. Juliet adopted home rule pursuant to Article XI, Section 9, of the Tennessee Constitution; and

**WHEREAS**, Article XI, Section 9, of the Tennessee Constitution permits a home rule city to amend its charter by adopting an ordinance proposing an amendment and thereafter submitting the question to the voters in the next general state election; and

**WHEREAS**, the City of Mt. Juliet recognizes the necessity to establish clear procedures for proposing amendments to its charter; and

**WHEREAS**, the Mt. Juliet Board of Commissioners to remove politics and seeks to ensure transparency, fairness, and efficiency in the process of proposing charter amendments;

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

#### **SECTION 1: Title**

This ordinance shall be known as the "Mt. Juliet Charter Amendment Procedure Ordinance."

#### **SECTION 2: Purpose**

This ordinance establishes a procedure for proposing amendments to the City of Mt. Juliet's charter.

#### **SECTION 3: Proposal of Charter Amendments**

Any proposed amendment to the City of Mt. Juliet charter shall require the passing of an ordinance on first reading, calling for an amendment and stating its wording with an absolute majority vote of the body.

The ordinance will be heard for the second reading between 30 and 90 days after the next municipal election. The ordinance requires the approval of two-thirds of the body on the second reading.

#### **BE IT FURTHER ORDAINED:**

**Section 4.** In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

**Section 5.** If any section, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this ordinance.

**Section 6.** That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Luckett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

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**File #:** 0466  
11.A.

**Agenda Date:** 4/8/2024

**Agenda #:**

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**Title:**

**AN ORDINANCE APPROVING THE AMENDMENT OF THE MT. JULIET CITY CHARTER AND AUTHORIZING SUCH  
AMENDMENT TO BE PLACED ON THE NOVEMBER 202X BALLOT FOR A REFERENDUM VOTE**



ORDINANCE \_\_\_\_\_-2024

**AN ORDINANCE APPROVING THE AMENDMENT OF THE MT. JULIET CITY CHARTER AND  
AUTHORIZING SUCH AMENDMENT TO BE PLACED ON THE NOVEMBER 202X BALLOT FOR A  
REFERENDUM VOTE**

**WHEREAS**, the Board of Commissioners of the City of Mt. Juliet desires to amend the Mt. Juliet City Charter ("the Charter") to provide the voters of Mt. Juliet the ability to limit the term of any elected official by recall;

**WHEREAS**, the City of Mt. Juliet has a home rule charter, which may be amended upon the passage of an ordinance by the Mt. Juliet Board of Commissioners reflecting the amendment to the Charter and upon the adoption of such amendment in a voter referendum;

**BE IT, THEREFORE, ORDAINED THAT:**

**Section 1.** 6-20-220 (b) (2) of the charter of the City of Mt. Juliet shall be amended as follows:

The existing text of 6-20-220 (b) (2) shall be deleted, and the following shall be substituted in its place:

6-20-220

(b)

(2)

The holder of any elective office of Mt. Juliet, Tennessee, whether by election, succession, or appointment to fill a vacancy, is subject to removal from office at a recall election in the manner provided in the Tennessee Code Annotated § 2-5-151, with the exceptions that petitions shall be signed by at least twenty percent (20%) of those registered to vote in the municipality and the completed petitions shall be filed with the county election commission within sixty (60) days after final certification by the county election commission.

**Section 2.** The City of Mt. Juliet Board of Commissioners hereby authorizes that the above be placed on the November 202X ballot.

**BE IT FURTHER ORDAINED**

In case of conflict between this ordinance or any part hereof, and the whole part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further. If any section, clause, or provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, or provision or portion of this ordinance.

This ordinance shall take effect on the earliest date allowed by law.

PASSED:

\_\_\_\_\_

James Maness, Mayor

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, CMC

City Recorder

\_\_\_\_\_  
Kenneth Martin, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Gino Marchetti, City Attorney

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**CURRENT VERSION OF 6-20-220 (b) (2) WITH MARK-UP**

**Sec. 6-20-220. (b) Removal of officers.**

- (2) The holder of any elective office of Mt. Juliet, Tennessee, whether by election, succession, or appointment to fill a vacancy, is subject to removal from office at a recall election in the manner provided in the Tennessee Code Annotated § 2-5-151, with the exceptions that petitions shall be signed by at least ~~thirty two and a half percent (32.5%)~~ **twenty percent (20%)** of those registered to vote in the municipality and the completed petitions shall be filed with the county election commission within sixty (60) days after final certification by the county election commission.

(Ord. No. 2012-28, § 1, 4-23-2012, ref. of 11-2012)



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

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**File #:** 0623  
11.B.

**Agenda Date:** 4/8/2024

**Agenda #:**

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**Title:**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO  
APPROPRIATE FUNDS FOR A TODDLER PARK AT THE NEW CHARLIE DANIELS PARK  
ANNEX BUILDING**

## **ORDINANCE 2024-\_\_\_\_\_**

### **AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR A TODDLER PARK AT THE NEW CHARLIE DANIELS PARK ANNEX BUILDING**

**WHEREAS**, the City of Mt. Juliet Parks Department has expanded considerably over the past few years; and

**WHEREAS**, the Mt. Juliet Board of Commissioners desires to maintain an exceptional level of service for the community by providing access to age-appropriate playground facilities and community meeting spaces; and

**WHEREAS**, the Parks Director is requesting funds to renovate the recently purchased building at 1025 Charlie Daniels Parkway; and

**WHEREAS**, the building will be designed for additional meeting rooms as well as a toddler park for the citizens.

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

**Section 1.** The 2023/2024 Budget Ordinance (Ordinance 2023-24) is hereby amended as follows:

#### **General Fund – Parks Department**

Increase the Following Expenditures:

110-44737-917	MJ CDP Annex - Toddler Park	\$ 80,000
110-44737-939	Building Improvements	\$150,000

**Section 2.** The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

#### **BE IT FURTHER ORDAINED:**

**Section 3.** In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

**Section 4.** If any section, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this ordinance.

**Section 5.** That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
City Attorney

## EXECUTIVE SUMMARY

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR A TODDLER PLAY YARD AT THE NEW CHARLIE DANIELS PARK ANNEX BUILDING

Executive Summary: Requesting funds to renovate the building located at 1025 Charlie Daniels Pkwy and include a Toddler play yard.

- 1) WHO: Mt. Juliet Parks & Recreation Department
- 2) WHAT: Request to amend the FY2023/2024 budget to accommodate adding the building renovation and toddler play yard.
- 3) WHEN: First reading April 8, 2024. Second reading April 22, 2024.
- 4) WHERE: Mt. Juliet City Limits
- 5) WHY: This renovation will provide four additional meeting rooms for the Parks Department, which will include an office for staff, restrooms, and two kitchenettes. The play yard will be specific to children under the age of three. It will have turf and solid surface, seating for adults and children, shade, and play equipment that will help promote creative play, critical thinking, motor skills, and sensory.

### STAFF RECOMMENDATION:

- Mayor James Maness, Vice Mayor Bill Trivett, Commissioner Scott Hefner, and Commissioner Ray Justice

PREPARED BY: Rocky Lee











# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

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**File #:** 0624  
11.C.

**Agenda Date:** 4/8/2024

**Agenda #:**

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**Title:**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR SAFE STREETS FOR ALL (SS4A) PROJECT THAT WAS RECENTLY AWARDED GRANT FUNDING**

## ORDINANCE 2024-\_\_\_\_\_

### AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR SAFE STREETS FOR ALL (SS4A) PROJECT THAT WAS RECENTLY AWARDED GRANT FUNDING

**WHEREAS**, the City of Mt. Juliet seeks to improve roadway safety within the City; and

**WHEREAS**, the City was awarded grant funding by FHWA through their Safe Streets For All (SS4A) program; and

**WHEREAS**, these grant funds will be used to develop an equitable, data-driven Safety Action Plan with a goal of eliminating roadway fatalities and serious injuries by 2050; and

**WHEREAS**, the City of Mt. Juliet desires to appropriate funds to the capital projects budget for the development of a Safety Action Plan.

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

**Section 1.** The 2023/2024 Budget Ordinance (Ordinance 2023-24) is hereby amended as follows:

#### **Capital Projects Fund**

Increase the Following Revenue:

300-33487	SAFE STREETS FOR ALL (SS4A)	\$ 328,000
300-37810	Transfers from General Fund	\$ 82,000

Appropriate the Following Expenditures:

#### **SAFE STREETS FOR ALL (SS4A)**

300-43193-268	Engineering	\$ 82,000
300-43193-269	Engineering Funded by Grants	\$328,000

#### **General Fund**

Increase the Following Expenditures:

110-49800-899	Transfers to Capital Projects Fund	\$ 82,000
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**Section 2.** The budget ordinance, as amended, is ratified and readopted in all respects and this amendment is incorporated therein.

#### **BE IT FURTHER ORDAINED:**

**Section 3.** In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the conflicting ordinance is repealed to the extent of the conflict but no further.

**Section 4.** If any section, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this ordinance.

**Section 5.** That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

\_\_\_\_\_  
James Maness, Mayor

FIRST READING:  
SECOND READING:

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenny Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr., City Attorney

## **ORDINANCE 2024-\_\_\_\_\_**

### **AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR SAFE STREETS FOR ALL (SS4A) PROJECT THAT WAS RECENTLY AWARDED GRANT FUNDING**

#### **Executive Summary**

**The projects:** This grant will be used to develop an equitable, data-driven Safety Action Plan with a goal of eliminating roadway fatalities and serious injuries by 2050. The plan will rely upon both traditional crash data and a community outreach and engagement process to inform a comprehensive safety action plan that utilizes quantitative and qualitative input. Crash data will be collected and analyzed to identify commonalities across fatal and serious injury crashes. A High Injury Network (HIN) will be developed to identify specific locations where fatal and serious injuries occur most often, providing critical insight to the safety action plan's target locations. A comprehensive set of evidence-based projects and strategies will be identified as a part of the data-driven and community-focused plan. Project locations will prioritize findings from the HIN and inclusive public involvement process. Implementation strategies with low-cost, high-impact efforts will be developed and prioritized to impact a wider area of the jurisdiction.

**Funding:** The City has been awarded \$328,000 in federal funds to complete this Safety Action Plan. There is a required 20% local match of \$82,000.

**Official act:** This ordinance amends the budget to appropriate \$328,000 of federal grant funds and \$82,000 of local matching funds.

**Fiscal Note:** The costs associated with this project are one-time costs to develop a Safety Action Plan.



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

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**File #:** 0615  
12A.

**Agenda Date:** 4/8/2024

**Agenda #:**

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**Title:**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE OF COMPLIANCE FOR COSTCO WHOLESALE CORPORATION dba COSTCO WHOLESALE #1686 LOCATED AT 100 LEGACY POINTE DRIVE, MT. JULIET, TN TO SELL WINE**

**CITY OF MT. JULIET  
CERTIFICATE OF COMPLIANCE**

**RETAIL FOOD STORE WINE**

**Costco Wholesale Corporation dba Costco Wholesale # 1686**

**100 Legacy Pointe Blvd.  
Mt. Juliet, TN 37122**

This is to certify that:

Name of Applicant: Justin Spira  
Corporation Name: Costco Wholesale Corporation  
Business Address: 100 Legacy Pointe Blvd.  
Mt. Juliet, TN 37122  
Mailing Address: Costco Wholesale Corporation #1686  
730 Lake Drive  
Issaquah, WA 98027  
  
Contact Person: Lisa Simpson  
425-313-6275  
lsimpson@costco.com

Have made an application for a Certificate of Compliance to sell retail food store wine in the County of Wilson, State of Tennessee, City of Mt. Juliet at 100 Legacy Pointe Blvd., Mt. Juliet, TN 37122.

And that an investigation has been undertaken of the applicant's felony criminal record and of the location of said business, and from said investigation the undersigned certify:

1. That the applicant or applicants who are to be in actual charge of the business have not been convicted of a felony within a ten-year period immediately preceding the date of application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten-year period immediately preceding the date of the application; and
2. That the applicant or applicants have secured a location that lies within the city limits of the City of Mt. Juliet, and which complies with all applicable zoning laws adopted therein by the City.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Mayor, City of Mt. Juliet

ATTEST: \_\_\_\_\_  
City Recorder





**RESOLUTION      - 2024**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE  
OF COMPLIANCE FOR COSTCO WHOLESALE CORPORATION dba  
COSTCO WHOLESALE #1686 LOCATED AT 100 LEGACY POINTE DRIVE,  
MT. JULIET, TN TO SELL WINE**

**WHEREAS**, Costco Wholesale Corporation dba Costco Wholesale # 1686 (Justin Spira, Store Manager) has completed the Retail Food Store Wine application; and

**WHEREAS**, Costco Wholesale Corporation dba Costco Wholesale # 1686 has paid the \$250.00 application fee and supplied the necessary documents to the State of Tennessee; and

**WHEREAS**, the City of Mt. Juliet Board of Commissioners authorizes the Mayor to sign the Certificate of Compliance for Costco Wholesale Corporation dba Costco Wholesale # 1686 to begin selling wine.

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

Section 1.      The Board of Commissioners authorizes the Mayor to sign the Certificate of Compliance for Costco Wholesale Corporation dba Costco Wholesale # 1686, 100 Legacy Pointe Blvd., Mt. Juliet, Tennessee.

Section 2. In the event of conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

Section 3. If any section, clause, provision or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of the resolution.

This Resolution shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:      04/08/24

\_\_\_\_\_  
James Maness, Mayor

ATTEST:

\_\_\_\_\_  
Sheila S. Luckett, MMC  
City Recorder

APPROVED AS TO FORM:

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L. Gino Marchetti, Jr.  
Attorney

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Kenneth Martin, City Manager



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

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**File #:** 0622  
12B.

**Agenda Date:** 4/8/2024

**Agenda #:**

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**Title:**

**RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) FOR THE SAFE STREETS FOR ALL PROGRAM AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

## **RESOLUTION \_\_-2024**

### **RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) FOR THE SAFE STREETS FOR ALL PROGRAM AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

**WHEREAS**, the City of Mt. Juliet seeks to improve roadway safety within the City; and

**WHEREAS**, this grant will be used to develop an equitable, data-driven Safety Action Plan with a goal of eliminating roadway fatalities and serious injuries by 2050; and

**WHEREAS**, the City of Mt. Juliet desires to coordinate with FHWA on this grant program and to develop a Safety Action Plan for Mt. Juliet; and

**WHEREAS**, FHWA has provided the City of Mt. Juliet with an agreement for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project, and

**WHEREAS**, the City of Mt. Juliet desires to approve the agreement with FHWA for the project.

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

Section 1. The Board of Commissioners approves the Agreement with FHWA.

Section 2. Mayor James Maness is hereby authorized to execute the said Agreement with FHWA.

Section 3. In the event of conflict between this resolution or any part hereof, and the whole or part of any existing resolution of the City, the conflicting resolution is repealed to the extent of the conflict but no further.

Section 4. If any section, clause, provision or portion of the resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of the resolution.

**RESOLUTION \_-2024**

This Resolution shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

FIRST READING:

\_\_\_\_\_  
James Maness, Mayor

ATTEST:

\_\_\_\_\_  
Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth Martin, City Manager

\_\_\_\_\_  
L. Gino Marchetti, Jr.  
Attorney

## **RESOLUTION \_\_-2024**

### **RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE, AND THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) FOR THE SAFE STREETS FOR ALL PROGRAM AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT**

#### **Executive Summary**

- The project: This grant will be used to develop an equitable, data-driven Safety Action Plan with a goal of eliminating roadway fatalities and serious injuries by 2050. The plan will rely upon both traditional crash data and a community outreach and engagement process to inform a comprehensive safety action plan that utilizes quantitative and qualitative input. Crash data will be collected and analyzed to identify commonalities across fatal and serious injury crashes. A High Injury Network (HIN) will be developed to identify specific locations where fatal and serious injuries occur most often, providing critical insight to the safety action plan's target locations. A comprehensive set of evidence-based projects and strategies will be identified as a part of the data-driven and community-focused plan. Project locations will prioritize findings from the HIN and inclusive public involvement process. Implementation strategies with low-cost, high-impact efforts will be developed and prioritized to impact a wider area of the jurisdiction.
- Contract: FHWA has provided the City of Mt. Juliet with an agreement for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project.
- Funding: The City has been awarded \$328,000 in federal funds to complete this Safety Action Plan. There is a required 20% local match of \$82,000. A budget amendment will be needed to appropriate the grant funds and local match.
- Official act: This resolution is to provide formal support of the agreement and to authorize the Mayor to sign the agreement.

- |   |   |                |              |                  |  |                      |             |              |     |        |     |  |              |
|---|---|----------------|--------------|------------------|--|----------------------|-------------|--------------|-----|--------|-----|--|--------------|
| <p><b>1. Federal Award No.</b><br/>693JJ32440210</p> <p><b>4. Award To</b><br/>City of Mt. Juliet<br/>2425 N. Mt. Juliet Road<br/>Mount Juliet, TN 37122</p> <p>Unique Entity Id.: KTJLLKJ28MB7<br/>TIN No.: 62-0909621</p> <p><b>6. Period of Performance</b><br/>Effective Date of Grant Agreement -<br/>30 months</p> <p><b>8. Type of Agreement</b><br/>Grant</p> <p><b>10. Procurement Request No.</b><br/>HSA240175PR</p> <p><b>12. Submit Payment Requests To</b><br/>See Article 5.</p> <p><b>14. Description of the Project</b><br/>Mt. Juliet's project will develop an equitable,<br/>data-driven Safety Action Plan to eliminate<br/>roadway fatalities and serious injuries by<br/>2050.</p> | <p><b>2. Effective Date</b><br/>See No. 16 Below</p> <p><b>3. Assistance Listings No.</b><br/>20.939</p> <p><b>5. Sponsoring Office</b><br/>U.S. Department of Transportation<br/>Federal Highway Administration<br/>Office of Safety<br/>1200 New Jersey Avenue, SE<br/>HSSA-1, Mail Drop E71-117<br/>Washington, DC 20590</p> <p><b>7. Total Amount</b></p> <table border="0"> <tr> <td>Federal Share:</td> <td style="text-align: right;">\$328,000.00</td> </tr> <tr> <td>Recipient Share:</td> <td></td> </tr> <tr> <td>Other Federal Funds:</td> <td style="text-align: right;">\$82,000.00</td> </tr> <tr> <td>Other Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td></td> <td style="text-align: right;">\$410,000.00</td> </tr> </table> <p><b>9. Authority</b><br/>Section 24112 of the Infrastructure Investment<br/>and Jobs Act (Pub. L. 117-58, November 15,<br/>2021; also referred to as the "Bipartisan<br/>Infrastructure Law" or "BIL")</p> <p><b>11. Federal Funds Obligated</b><br/>\$328,000</p> <p><b>13. Accounting and Appropriations Data</b><br/>15X0173E50.0000.055SR10500.5592000000.4<br/>1010.610066</p> | Federal Share: | \$328,000.00 | Recipient Share: |  | Other Federal Funds: | \$82,000.00 | Other Funds: | \$0 | Total: | \$0 |  | \$410,000.00 |
| Federal Share:  | \$328,000.00  |                |              |                  |  |                      |             |              |     |        |     |  |              |
| Recipient Share:  |   |                |              |                  |  |                      |             |              |     |        |     |  |              |
| Other Federal Funds:  | \$82,000.00   |                |              |                  |  |                      |             |              |     |        |     |  |              |
| Other Funds:  | \$0   |                |              |                  |  |                      |             |              |     |        |     |  |              |
| Total:  | \$0   |                |              |                  |  |                      |             |              |     |        |     |  |              |
|   | \$410,000.00  |                |              |                  |  |                      |             |              |     |        |     |  |              |

**RECIPIENT**

**15. Signature of Person Authorized to Sign**

Signature	Date
Name:	
Title:	

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

Signature	Date
Name: Ashley Cucchiarelli	
Title: Agreement Officer	



# U.S. DEPARTMENT OF TRANSPORTATION

## GRANT AGREEMENT UNDER THE FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Mt. Juliet (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the City of Mt. Juliet, Tennessee Safety Action Plan.

The parties therefore agree to the following:

### ARTICLE 1 GENERAL TERMS AND CONDITIONS

#### 1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

### ARTICLE 2 APPLICATION, PROJECT, AND AWARD

#### 2.1 Application.

Application Title: City of Mt. Juliet, Tennessee Safety Action Plan

Application Date: July 7, 2023

## **2.2 Award Amount.**

SS4A Grant Amount: \$328,000.00

## **2.3 Federal Obligation Information.**

Federal Obligation Type: Single

## **2.4 Budget Period.**

Budget Period: See Block 6 of Page 1

## **2.5 Grant Designation.**

Designation: Planning and Demonstration

# **ARTICLE 3 SUMMARY PROJECT INFORMATION**

## **3.1 Summary of Project's Statement of Work.**

Mt. Juliet's project will develop an equitable, data-driven Safety Action Plan to eliminate roadway fatalities and serious injuries by 2050. The plan will rely upon both traditional crash data and a community outreach and engagement process to inform a comprehensive safety action plan that utilizes quantitative and qualitative input. Crash data will be collected and analyzed to identify commonalities across fatal and serious injury crashes. A High Injury Network (HIN) will be developed to identify specific locations where fatal and serious injuries occur most often, providing critical insight to the safety action plan's target locations. A comprehensive set of evidence-based projects and strategies will be identified as a part of the data-driven and community-focused plan. Project locations will prioritize findings from the HIN and inclusive public involvement process. Implementation strategies with low-cost, high-impact efforts will be developed and prioritized to impact a wider area of the jurisdiction.

The project will be completed in one phase.

## **3.2 Project's Estimated Schedule.**

### **Action Plan Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
Planned Draft Plan Completion Date:	April 30, 2025
Planned Final Plan Completion Date:	July 31, 2025
Planned Final Plan Adoption Date:	October 31, 2025
Planned SS4A Final Report Date:	April 30, 2026

### 3.3 Project's Estimated Costs.

#### (a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$328,000.00
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$82,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$410,000.00

#### (b) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

## ARTICLE 4 RECIPIENT INFORMATION

### 4.1 Recipient Contact(s).

Matthew White  
Public Works Director  
City of Mt. Juliet  
115 Clemmons Road  
615-773-7957  
mwhite@mtjuliet-tn.gov

### 4.2 Recipient Key Personnel.

Name	Title or Position
Matthew White	Public Works Director

### 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager

Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-366-2822  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-33, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
202-493-2402  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator - Tennessee  
Agreement Officer's Representative (AOR)  
404 BNA Drive, Suite 508  
Nashville, TN 37217  
615-781-5770  
[Tennessee.FHWA@dot.gov](mailto:Tennessee.FHWA@dot.gov)

and

Melanie Murphy  
Tennessee Division Office Lead Point of Contact  
Transportation Planning Specialist  
404 BNA Drive, Suite 508  
Nashville, TN 37217  
615-781-5767  
[Melanie.Murphy@dot.gov](mailto:Melanie.Murphy@dot.gov)

## **ARTICLE 5**

### **USDOT ADMINISTRATIVE INFORMATION**

#### **5.1 OFFICE FOR SUBAWARD AND CONTRACT AUTHORIZATION.**

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “**AO**”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

## **5.2 Reimbursement Requests**

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “**AOR**”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **ARTICLE 6 SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

**ATTACHMENT A**  
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** All roadways within the city limits of Mt. Juliet that are locally owned and classified as collector or arterial.

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B**  
**CHANGES FROM APPLICATION**

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

**Scope:**

None

**Schedule:**

None

**Budget:**

None



## ATTACHMENT C

### RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

#### 1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

#### 2. Supporting Narrative.

The development of the safety action plan will look for opportunities to improve racial equity.

## ATTACHMENT D

### CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

#### 1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

**2. Supporting Narrative.**

The development of the safety action plan will consider climate change and environmental justice impacts.

## ATTACHMENT E LABOR AND WORKFORCE

### 1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	<p>The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:</p> <ul style="list-style-type: none"> <li>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;</li> <li>b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color;</li> <li>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;</li> <li>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;</li> <li>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and</li> <li>f. maintaining robust anti-retaliation measures covering employees and contractors.</li> </ul> <p><i>(Describe the equal opportunity plan in the supporting narrative below.)</i></p>
	<p>The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i></p>
X	<p>The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.</p>
	<p>The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.</p>

## 2. Supporting Narrative.

If any project identified in the safety action plan was to be constructed, actions would be taken to create good paying jobs and to incorporate strong labor standards. The City of Mt. Juliet is assessed by the State of Tennessee every 3 years and is in good standing on complying with Title VI of the Civil Rights Act of 1964.



# Mt. Juliet, Tennessee

2425 North Mt. Juliet Rd  
Mt. Juliet, TN 37122

## Staff Report

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**File #:** 0625  
12C.

**Agenda Date:** 4/8/2024

**Agenda #:**

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**Title:**

**RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE AND PAYMENT OF GENERAL OBLIGATION BONDS, SERIES 2024, OF THE CITY OF MT. JULIET, TENNESSEE, AND PROVIDING THE DETAILS THEREOF**

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE EXECUTION, TERMS, ISSUANCE, SALE AND PAYMENT OF GENERAL OBLIGATION BONDS, SERIES 2024, OF THE CITY OF MT. JULIET, TENNESSEE, AND PROVIDING THE DETAILS THEREOF

WHEREAS, pursuant to Sections 9-21-101 et seq., municipalities are authorized through their respective governing bodies to issue and sell bonds to finance and refinance public works projects;

WHEREAS, the Board of Commissioners (“Board of Commissioners”) of the City of Mt. Juliet, Wilson County, Tennessee (the “City”) hereby determines that it is necessary and advisable to issue general obligation bonds in the aggregate principal amount of up to \$35,000,000 for the purpose of (i) the acquisition, construction and equipping of buildings and facilities, including the construction and equipping of a new police station and fire station, (ii) other miscellaneous public projects including improvements, expansions, extensions, renovations with respect to its roads, streets, bridges and parks, (iii) payment of legal, fiscal, administrative, architectural, design and engineering costs incident to all of the foregoing, (iv) reimbursement to the appropriate fund of the City for prior expenditures for the foregoing cost, if applicable, and (v) payment of cost incident to the bonds authorized herein;

WHEREAS, on March 25, 2024, the Board of Commissioners adopted an Initial Resolution proposing the issuance of not to exceed \$35,000,000 in aggregate principal amount of general obligation bonds, the proceeds of which shall be used for the financing of the cost of the improvements hereinabove set forth; and

WHEREAS, no bonds shall be issued hereunder unless the period of protest shall have passed and legally sufficient petitions shall not have been filed by at least 10% of the registered voters in the City during such period as provided by Tennessee Code Annotated Section 9-21-206; and

WHEREAS, it is necessary to authorize an official statement in connection with the issuance of the bonds contemplated hereby; and

WHEREAS, the Board of Commissioners finds that it is now, therefore, necessary and desirable to provide for the execution, terms, issuance, sale, and payment of General Obligation Bonds, Series 2024 (the “Bonds”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, AS FOLLOWS:

Section 1. Authority. The Bonds herein authorized shall be issued pursuant to Title 9, Chapter 21, Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. Without limiting any other definitions of terms and words in other sections of this Resolution, the following words and terms shall have the meanings indicated unless otherwise plainly apparent from the context:

“Act” means Title 9, Chapter 21, Tennessee Code Annotated, as amended.

“Authorized Representative of the City” means the then Mayor, the then Vice Mayor of the City, the then City Manager, the then Finance Director or the then City Recorder, authorized by resolution or by law to act on behalf of and bind the City.

“Board of Commissioners” means the Board of Commissioners of the City.

“City Manager” means the duly appointed, qualified and acting City Manager of the City.

“Bond” means individually, or “Bonds” means the General Obligation Bonds, Series 2024, of the City, authorized by this Resolution of the Board of Commissioners.

“Bond Counsel” means an attorney or firm of attorneys recognized as having experience in matters relating to the issuance of municipal obligations.

“Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the City or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds;

“City Attorney” means the duly appointed City Attorney of the City, or his or her successors.

“City Recorder” means the duly appointed, qualified, and acting City Recorder of the City, or his or her successors.

“Closing Date” means the date of delivery and payment of the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of the Treasury promulgated thereunder, as in effect on the date of issuance of the Bonds and as hereafter amended, supplemented, or revised insofar as such amendments, supplements, or revisions shall pertain to or effect the Bonds.

“Continuing Disclosure Certificate” shall mean that certain Continuing Disclosure Certificate executed by the City and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Debt Service Fund” means the fund maintained by the City and funded with respect to the Bonds pursuant to Section 21 hereof.

“Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.



“DTC” means the Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

“DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

“Finance Director” means the duly appointed, qualified, and acting Finance Director of the City, or his or her successors.

“Governing Body” means the Board of Commissioners of the City.

“Government Obligations” means any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of Federal agencies to the extent unconditionally guaranteed by the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

“Interest Payment Date” means each date on which interest shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

“Mayor” means the duly elected, qualified, and acting Mayor of the City, or his or her successors.

“Municipal Advisor” means Stephens Inc. and its successors and assigns.

“Outstanding,” “Bonds Outstanding,” or “Outstanding Bonds” means, as of a particular date, all Bonds issued and delivered under this Resolution except: (1) any Bond paid or redeemed or otherwise canceled by the City at or before such date; (2) any Bond for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the City for the benefit of the Owner thereof; (3) any Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Resolution, unless proof satisfactory to the City is presented that any Bond, for which a Bond in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Bond in lieu of or in substitution for which a new Bond has been delivered and such new Bond so delivered therefor shall be deemed Outstanding; and, (4) any Bond deemed paid under the provisions of this Resolution, except that any such Bond shall be considered Outstanding until the maturity thereof only for the purposes of being exchanged, transferred, or registered.

“Owner,” “Bondholder,” or any similar term, when used with reference to the Bonds, means any Person who shall be the registered owner of any then Outstanding Bond or Bonds.

“Person” means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

“Principal Payment Date” means such date on which principal shall be payable on any of the Bonds, according to their respective terms so long as any of the Bonds shall be Outstanding.

“Projects” means (i) the acquisition, construction and equipping of buildings and facilities, including the construction and equipping of the new police station and fire station, (ii) other miscellaneous public projects including improvements, expansions, extensions, renovations with respect to its roads, streets, bridges and parks, (iii) payment of legal, fiscal, administrative, architectural, design and engineering costs incident to all of the foregoing.

“Registration Agent” means the registration and paying agent for the Bonds appointed by the Mayor pursuant to Section 4 hereof or its successor or successors hereafter appointed in the manner provided in this Resolution.

“Resolution” means this Resolution, as supplemented and amended.

“State” means the State of Tennessee.

“Vice Mayor” means the duly appointed, qualified, and acting Vice Mayor of the City, or his or her successors.

Section 3. Authorization. There is hereby authorized to be issued general obligation bonds of the City in the aggregate principal amount as may be determined by the Authorized Representatives of the City executing the Bonds, the proceeds of the sale thereof to be used for the purpose of providing funds:

- (a) to fund the Project Fund as provided in Section 21 hereof; and
- (b) to pay costs incident to the issuance and sale of the Bonds.

No Bonds may be issued under the provisions of this Resolution except in accordance herewith.

Section 4. Form of Bonds; Execution. (a) The Bonds are issuable only as fully registered bonds, without coupons, in denominations of \$5,000, or any integral multiple thereof. All Bonds issued under this Resolution shall be substantially in the form set forth in Exhibit “A” attached hereto, and by this reference incorporated herein as fully as though copied, with such appropriate variations, omissions, and insertions as are permitted or required by this Resolution, the blanks therein to be appropriately completed when the Bonds are prepared, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto or as otherwise desired by the City. The Bonds shall be numbered consecutively from one upwards.

(b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name, and on behalf, of the City with the manual or facsimile signature of the Mayor and attested with the manual or facsimile signature of the City Recorder, and with the official seal, or a facsimile thereof, of the City impressed or imprinted thereon. The Bonds shall not be valid for any purpose unless authenticated by the manual signature of an officer of the Registration Agent on the certificate set forth on the Bonds.

(c) In the event any officer whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Bond, were the proper officers of the City to sign such Bond, although on the date of the adoption by the City of this Resolution, such individuals may not have been such officers.

(d) The Mayor is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent, so appointed, is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the City at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Recorder is hereby authorized to attest such written agreement between the City and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

Section 5. Maturities, Interest Rates, Payment, and Certain Other Provisions of the Bonds. (a) The Bonds shall be designated “General Obligation Bonds, Series 2024”. Subject to modification as provided in Section 20 hereof as hereinafter provided, each Bond shall be dated as of date of delivery, or such other date as the Mayor of the City shall determine; shall be sold at not less than ninety-nine percent (99%) of par value thereof plus accrued interest, if any, to the delivery date thereof; shall bear interest from the date thereof at a rate or rates to be hereafter determined by the City when said Bonds are sold, but not exceeding five percent (5.00%) per annum, such interest being payable semi-annually on the first day of June and December of each year, commencing December 1, 2024; and shall mature on the first day of June in the years 2025 through 2039, inclusive, in such amounts each year as set forth in the award certificate, to be determined at the time of the sale of the Bonds.

In the event that any amount payable on any Bond as interest shall at any time exceed the rate of interest lawfully chargeable thereon under applicable law, then any such excess shall, to the extent of such excess, be applied against the principal of such Bond as a prepayment thereof without penalty, and such excess shall not be considered to be interest. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each.

The principal of, the premium, if any, and all installments of interest on, any Bond shall bear interest from and after their respective due dates at a rate of interest equal to the rate of interest payable on the principal of such Bond.

(b) Interest on the Bonds shall be payable by check or other form of draft of the Registration Agent, deposited by the Registration Agent in the United States mail, first class postage prepaid, in sealed envelopes addressed to the Owners of such Bonds, as of the applicable Interest Payment Date at their respective addresses as shown on the registration books of the City maintained by the Registration Agent as of the close of business on the fifteenth (15th) calendar day of the month next preceding the applicable Interest Payment Date (the “Regular Record Date”). The principal or redemption price, if any, of all Bonds shall be payable upon presentation and surrender of such Bonds at the designated corporate trust office of the Registration Agent. All payments of the principal of, premium, if any, and interest on, the Bonds shall be made in any coin or currency of the United States of America which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

(c) Any interest on any Bond which is payable but is not punctually paid or duly provided for on any Interest Payment Date on which interest is due (hereinafter “Defaulted Interest”) shall forthwith cease to be payable to the Owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by check or other form of draft of the Registration Agent to the persons in whose names the Bonds are registered at the close of business on a date (the “Special Record Date”) for the payment of such Defaulted Interest, which shall be fixed in the following manner: the City shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the City shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the Owners. The Registration Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Owner at the address thereof as it appears in the registration books of the City maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any Owner arising as a result of the failure of the City to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

Section 6. Redemption. (a) Subject to the modification permitted pursuant to Section 20 hereof, the Bonds maturing before June 1, 2034, shall mature without option of prior redemption. Bonds maturing on June 1, 2033 and thereafter shall be subject to optional redemption, at the option of the City, in whole or in part on June 1, 2033 and on any date thereafter at a redemption price equal to par plus accrued interest to the redemption date. If the City adjusts the redemption provisions to permit the optional redemptions of the Bonds on dates different from the ones provided above pursuant to Section 20 hereof, the form of the Bonds attached as Exhibit A hereto shall be modified as appropriate to reflect the agreement of the City and the initial purchaser thereof with respect to such terms.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(b) Pursuant to Section 20 hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements as determined by the Mayor. In the event any or all of such Bonds are sold as Term Bonds, the City shall redeem Term Bonds on redemption dates corresponding to the maturity dates designated by the Mayor, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 20 hereof for each redemption date, as such maturity amounts may be adjusted pursuant to Section 20 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (a) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the City may (i) deliver to the Registration Agent for cancellation Term Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Term Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Term Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Term Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The City shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(c) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the City not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail

such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice of any optional redemption may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the City nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the City pursuant to written instructions from an authorized representative of the City (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the applicable Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the City to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

Section 7.      Negotiability of Bonds. All Bonds issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds.

Section 8.      Registration Books and Bond Registrar. (a) The City authorizes the Registration Agent so long as any of the Bonds shall remain Outstanding, to maintain at the designated corporate trust office of the Registration Agent, books for the registration and transfer of the Bonds on behalf of the City. The Registration Agent shall register in such books and permit to be transferred thereon, under such reasonable regulations as it may prescribe, any Bond entitled to registration or transfer and to authenticate and deliver the Bonds either at original issuance, upon transfer, or as otherwise directed by the City. The Registration Agent is authorized to make all payments of principal, interest, and redemption premium, if any, with respect to the Bonds.

(b) The Registration Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by a written instrument of acceptance executed and delivered to the City Recorder prior to or on the Closing Date.

Section 9.      Exchange of Bonds. Bonds upon surrender thereof at the designated corporate trust office of the Registration Agent, together with an assignment of such Bonds duly executed by the Owner thereof, or his, her, or its attorney or legal representative, may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any denomination or denominations authorized by this Resolution, and bearing interest at the same rate as the Bonds surrendered for exchange.

Section 10. Transfer of Bonds. (a) Each Bond shall be transferable only on the registration books maintained by the Registration Agent at the designated corporate trust office of the Registration Agent, upon the surrender for cancellation thereof at the designated corporate trust office of the Registration Agent, together with an assignment of such Bond duly executed by the Owner thereof or his, her, or its attorney or legal representative, and upon payment of the charges hereinafter provided, and subject to such other limitations and conditions as may be provided therein or herein. Upon the cancellation of any such Bond, the Registration Agent shall, in exchange for the surrendered Bond or Bonds, deliver in the name of the transferee or transferees a new Bond or Bonds of authorized denominations, of the same aggregate principal amount and maturity and rate of interest as such surrendered Bond or Bonds, and the transferee or transferees shall take such new Bond or Bonds subject to all of the conditions herein contained.

(b) The City and the Registration Agent may deem and treat the Person in whose name any Bond shall be registered upon the registration books maintained by the Registration Agent as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and the interest on, such Bond and for all other purposes. All such payments so made to the registered Owner thereof shall be valid and effectual to satisfy and discharge the liability of the City or the Registration Agent upon such Bond to the extent of the sum or sums so paid. Neither the City nor the Registration Agent shall be affected by any notice to the contrary.

Section 11. Regulations with Respect to Exchanges and Transfers. (a) In all cases in which the privilege of exchanging or transferring Bonds is exercised, the City shall execute, and the Registration Agent shall deliver, Bonds in accordance with the provisions of this Resolution. For every exchange or transfer of Bonds, whether temporary or definitive, the City and the Registration Agent may make a charge, unless otherwise herein to the contrary expressly provided, sufficient to pay for any tax, fee, or other governmental charge required to be paid with respect to such exchange or transfer.

(b) Neither the City nor the Registration Agent shall be obligated to exchange or transfer any Bond during the fifteen (15) calendar days next preceding an Interest Payment Date.

Section 12. Book Entry Provision.

(a) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the

Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the City and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The City and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, (2) the City determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, or (3) the purchaser(s) certifies that it intends to hold the Bonds for its own account and has no present intent to reoffer the Bonds, then the City shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully registered Bonds, as the case may be. If the City fails to identify another qualified securities depository to replace DTC, the City shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE CITY, THE MUNICIPAL ADVISOR AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.



(b) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

Section 13. Mutilated, Lost, Stolen, or Destroyed Bonds. (a) In the event any Bond is mutilated, lost, stolen, or destroyed, the City may execute, and upon the request of an Authorized Representative of the City the Registration Agent shall deliver, a new Bond of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Bond is a replacement Bond) as the mutilated, destroyed, lost, or stolen Bond, in exchange for the mutilated Bond or in substitution for the Bond so destroyed, lost, or stolen. In every case of exchange or substitution, the Bondholder shall furnish to the City and the Registration Agent: (1) such security or indemnity as may be required by an Authorized Representative of the City to save the City and the Registration Agent harmless from all risks, however remote; and, (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject Bond and the ownership thereof. Upon the issuance of any Bond upon such exchange or substitution, an Authorized Representative of the City and the Registration Agent may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the City and the Registration Agent. In the event any Bond which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, an Authorized Representative of the City may, instead of issuing a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond) if the Owner thereof shall pay all costs and expenses, including attorney's fees, incurred by the City and the Registration Agent in connection therewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the City and the Registration Agent such security or indemnity as an Authorized Representative of the City and the Registration Agent may require to save the City and the Registration Agent harmless and evidence to the satisfaction of an Authorized Representative of the City and the Registration Agent, of the mutilation, destruction, loss, or theft of such Bond and of the ownership thereof.

(b) Every Bond issued pursuant to the provisions of this Section shall constitute an additional contractual obligation of the City (whether or not the destroyed, lost, or stolen Bond shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Bonds duly issued under such Resolution.

(c) All Bonds shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Bonds, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 14. Authentication. Only such of the Bonds as shall have endorsed thereon a certificate of authentication, substantially in the form set forth in Exhibit “A” hereto duly executed by the Registration Agent, shall be entitled to the rights, benefits and security of this Resolution. No Bond shall be valid or obligatory for any purpose unless, and until, such certificate of authentication shall have been duly executed by the Registration Agent. Such executed certificate of authentication by the Registration Agent upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution as of the date of authentication. The certificate of authentication of the Registration Agent on any Bond shall be deemed to have been duly executed if manually signed by an authorized officer of the Registration Agent, but it shall not be necessary that the same officer sign and date the certificate of authentication on all Bonds that may be issued hereunder.

Section 15. Permitted Acts and Functions of Registration Agent. The Registration Agent may become the Owner of any Bonds, with the same rights as it would have if it were not a Registration Agent.

Section 16. Resignation or Removal of the Registration Agent and Appointment of Successors. (a) The Registration Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least sixty (60) calendar days’ written notice to the City Recorder; provided, however, until a successor Registration Agent is appointed the Registration Agent shall continue to carry out the duties and obligations of the Registration Agent created by this Resolution. The Registration Agent may be removed at any time by resolution of the City filed with such Registration Agent. Any successor Registration Agent shall be appointed by resolution of the City, shall be a trust company or a bank having the powers of a trust company, having, at the time of such appointment, a combined capital, surplus, and undivided profits aggregating at least Thirty Million Dollars (\$30,000,000), and be willing and able to accept the office of Registration Agent on reasonable and customary terms, and shall be authorized by law to perform all the duties imposed upon it by this Resolution.

(b) In the event of the resignation or removal of the Registration Agent, such Registration Agent shall pay over, assign and deliver any monies held by it as Registration Agent, and all registration books and records held by it to its successor, or if there be no successor then appointed, to the City Recorder until such successor be appointed.

Section 17. Merger or Consolidation of Registration Agent. Any corporation or association into which the Registration Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Registration Agent hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding.

Section 18. Source of Payment and Security. The Bonds, including the principal thereof, the premium, if any, and the interest thereon, shall be payable from ad valorem taxes to be levied for such purpose on all taxable property within the corporate limits of the City without

limitation as to time, rate, or amount. Said Bonds shall be a direct general obligation of the City, for which the punctual payment of the principal of, premium, if any, and interest on the Bonds the full faith and credit of the City is hereby irrevocably pledged.

Section 19. Levy of Taxes. For the purpose of providing for the payment of the principal of, premium, if any, and interest on the Bonds, there shall be levied in each year in which such Bonds shall be outstanding a direct tax on all taxable property in the City, fully sufficient, to pay all such principal and interest falling due prior to the time of collection of the next succeeding tax levy. Said tax shall be assessed, collected, and paid at the time, and in the same manner, as the other taxes of said City, shall be in addition to all other taxes, and shall be without limitation as to time, rate, or amount. The Board of Commissioners of the City is required by law and shall and does hereby pledge to levy such tax. Principal, premium, if any, and interest, or any of the foregoing, falling due at any time when there shall be insufficient funds on hand from such tax levy for the payment thereof shall be paid from the general fund or other available funds of the City, but reimbursement therefor may be made from the taxes herein provided when the same shall have been collected. Such taxes levied and collected therefor shall be used for the payment of principal and interest on the Bonds as the same shall become due. Such tax may be reduced or eliminated to the extent that other legally available funds are used to pay principal and interest on the Bonds.

Section 20. Sale of Bonds.

(a) Under and pursuant to the provisions of the Act and this Resolution, the execution, issuance, sale, and delivery of the Bonds in one or more emissions at a public sale, in consideration of payment therefor, at a price not less than 99% (which includes any original issue discount) of the aggregate principal amount of the Bonds, in accordance with the provisions of the Resolution is approved. The Board of Commissioners directs the Mayor or its Municipal Advisor to cause any and all notices of the proposed public sale of the Bonds to be given in accordance with applicable law.

(b) The Mayor is authorized, in consultation with Stephens Inc., the City's Municipal Advisor, and in consultation with the City's Finance Director, to sell the Bonds by physical delivery of bids or by electronic bidding means of an Internet bidding service as shall be determined by the Mayor and :

- (1) to establish the dated date of the Bonds, or any emission thereof;
- (2) to change the first interest payment due on the Bonds or any emission thereof to a date other than December 1, 2024;
- (3) to facilitate the sale of the Bonds in a manner that is in the best interest of the City, to modify the Projects (as long as consistent with the Initial Resolution) or reduce or eliminate the Projects being financed with the proceeds from the sale of the Bonds;
- (4) to adjust the principal and interest payment dates and maturity amounts of the Bonds or any emission thereof, provided that (A) the total principal amount of all emissions of the Bonds to finance all new Projects and pay

the cost of issuance does not exceed \$35,000,000; and (B) the first maturity date of the Bonds or any emission thereof is a date not earlier than June 1, 2025, and (C) the final maturity date of any emission shall not be later than June 1, 2039 unless the Mayor in consultation with the City's Finance Director and Stephens, Inc determines that extending the final maturity is in the interest of the City, in which case the final maturity of the Bonds may be extended to not later than June 1, 2044;

- (5) to provide the City with the right to optionally redeem the Bonds on dates different from those provided in Section 6 hereof, provided that the premium amount to be paid on the Bonds or any emission thereof in connection with an optional redemption does not exceed two percent (2%) of the principal amount thereof; and
- (6) to sell Bonds, or any maturities as Term Bonds with mandatory sinking fund requirements as determined by the Mayor, as he shall deem most advantageous to the City.

(c) The Mayor is authorized to sell the Bonds, or any emission thereof, simultaneously with any other bonds authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any emission thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more emissions or series as he shall deem to be advantageous to the City and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Bonds," provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this Resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(d) The Mayor is authorized to award the Bonds, or any emission thereof, to the bidder whose bid results in the lowest true interest cost to the City. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the City, and no further action of the Governing Body with respect thereto shall be required.

(e) The Mayor or the Finance Director, or either of them, is hereby authorized to cause to be prepared and distributed a Preliminary Official Statement in connection with the sale of the Bonds in such form and containing such information as the Mayor or the Finance Director, or either of them, shall determine appropriate and consistent with the terms of this Resolution and to deem the Preliminary Official Statement final for the purpose of Securities and Exchange Commission Rule 15(c)(2)(12).

(f) (1) The Board of Commissioners hereby authorizes an Official Statement of the City substantially in the form of the Preliminary Official Statement relating to the Bonds, with such modifications thereto as the Mayor or the Finance Director, or either of them, shall approve. After bids have been received and the Bonds have been awarded, the Mayor or the Finance Director, or either of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Resolution as are

necessary or desirable to complete it as a final Official Statement. The Mayor is hereby authorized and directed to execute copies of said Official Statement and to deliver a reasonable number of copies of said Official Statement to the successful bidder, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds, which execution and delivery shall be conclusive evidence of the approval of any such modifications; and the Board of Commissioners hereby consents to the lawful use of said Official Statement and the information contained therein in connection with the sale of the Bonds; and

(2) Any Authorized Representative of the City is hereby authorized, empowered, and directed, from and after the execution and delivery of the certificate of award to do all acts and things, and execute all documents, as may be necessary or convenient to carry out, and comply with, the provisions of said certificate of award, as executed and delivered.

(g) No Bonds shall be issued hereunder until twenty (20) days have elapsed following publication of the Initial Resolution and if during such period legally sufficient petitions filed by at least 10 % of the registered voters in the City protesting the issuance of the Bonds shall have been filed with the City Recorder.

(h) The Mayor is hereby authorized to engage Holland & Knight LLP as Bond Counsel for the Bonds and to enter into an engagement letter with respect to the legal services to be provided by such firm *[in substantially the form of the letter agreement attached hereto as Exhibit B. Any modification or amendment thereto shall be as determined by the Mayor and his execution thereof shall constitute conclusive proof of his approval and no further act or deed of the Governing Body shall be required.]*

(i) The Mayor is hereby authorized to enter into a contract with Stephens Inc. as Municipal Advisor for municipal advisory services in connection with the sale of the Bonds *[in substantially the form of the agreement attached hereto as Exhibit C. Any modification or amendment thereto shall be as determined by the Mayor and his execution thereof shall constitute conclusive proof of his approval and no further act or deed of the Governing Body shall be required.]*

Section 21. Disposition of Bond Proceeds and Other Funds. The proceeds of the sale of the Bonds and certain other funds shall be used and applied as follows:

(a) All accrued interest from the sale of the Bonds, if any, shall be deposited to the Debt Service Fund maintained by the City and used to pay interest on the Bonds on the first Interest Payment Date following delivery of the Bonds. ;

(b) The balance of the proceeds from the sale of the Bonds shall be deposited to a segregated fund to be known as the "Project Fund". Moneys in the Project Fund shall be used solely to pay cost of the Projects, reimburse the City for amounts previously spent to pay said costs and pay cost of issuance of the Bonds, including legal, accounting and fiscal expenses, printing, advertising and similar expenses, administrative and clerical costs, Registration Agent fees and other necessary miscellaneous expenses incurred in the issuance of the Bonds and construction of the Projects. Money in the Project Fund shall be secured in the manner prescribed by applicable

statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in the Project Fund. Moneys in the Project Fund shall be invested as directed by an Authorized Representative of the City in such investments as shall be permitted by Tennessee law. All income derived from such investments shall be retained in the Project Fund. Any funds remaining in the Project Fund after completion of the Projects and payment of authorized expenses shall be deposited to the Debt Service Fund.

Section 22. Non-Arbitrage Certification. The City certifies and covenants with the Owners of the Bonds that so long as the principal of any Bond remains unpaid, monies on deposit in any fund or account in connection with the Bonds, whether or not from any other source, will not be used in a manner which will cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code. The City reserves the right, however, to make any investment of such monies permitted by Tennessee law and this Resolution if, when and to the extent that said Section 148 or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation, or decision would not, in the opinion of Bond Counsel, result in making the interest on the Bonds subject to federal income taxation.

The City covenants that it shall comply with Section 148(f) of the Code, unless legally exempted therefrom, and the City represents that in the event it shall be required by Section 148(f) of the Code to pay “Rebatable Arbitrage,” as such term is defined and used in the Code, pursuant to the Code, to the United States Government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming subject to inclusion in the gross income of the Owners of the Bonds for purposes of federal income taxation.

Section 23. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out, all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an event of default; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section. For purposes of this Section, “Beneficial Owner” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

Section 24. Defeasance of Bonds. (a) If the City shall pay or cause to be paid to the Owners of all Outstanding Bonds the principal thereof and the interest thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the full faith and credit of the City and the unlimited taxing power of the City, or any and all other rights granted or created under this Resolution for the benefit of the Owner of the Bonds so paid, shall be released, discharged, and satisfied. In such event, the Registration Agent shall pay or deliver to the City Recorder all monies or securities held by the Registration Agent pursuant to this Resolution which are not required for the payment or redemption of such Bonds not theretofore surrendered for such

payment or redemption. If the City shall not pay or cause to be paid, at the same time, all Bonds then Outstanding, then the Registration Agent shall not, except as may herein be otherwise expressly provided, return those monies and securities which are held under this Resolution for the benefit of the Owners of the Bonds then Outstanding not so paid or caused to be paid.

(b) Any Outstanding Bond shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning of, and with the effect expressed in, subsection (a) of this Section if: (1) there shall have been set aside by the City for the benefit of the Owner of such Outstanding Bond sufficient monies or Government Obligations, or a combination of both monies and Government Obligations, determined in accordance with subsection (c) of this Section, to pay the principal of, or redemption price of, the Bond when due, and all interest accruing on such Bond until the payment of such principal or redemption price; (2) provision shall have been made for the payment of all fees and expenses of the Registration Agent with respect to the Bonds; and, (3) all other payments required to be made under this Resolution with respect to the Bonds shall have been made or satisfactory provision made therefor.

(c) For purposes of subsection (b) of this Section, sufficient monies shall be deemed to have been set aside by the City to pay the principal of an Outstanding Bond when due, or to redeem such Outstanding Bond at the earliest possible redemption date thereof, and to pay, when due, all interest accruing on such Bond until the payment of such principal or redemption price, as applicable, only if there shall be on deposit with an escrow agent, for the benefit of the Owner of such Bond, and available for such purposes, an amount of cash and/or aggregate principal amount of Government Obligations, maturing or redeemable at the option of the holder thereof not later than the date or dates the proceeds of such Government Obligations are required for the principal, premium, if any, and interest payments hereinafter mentioned in this sentence, which, together with the income earned on such Government Obligations until the maturity date or the earliest possible redemption date, as applicable, of such Bond, shall be sufficient to pay, when and as due, the principal of, and the premium, if any, and interest on, such Bond prior to and on such maturity date or such earliest possible redemption date, as applicable.

(d) Upon the defeasance of any Outstanding Bond in accordance with this Section, the escrow agent, shall hold in trust, for the benefit of the Owner of such Bond all such cash or Government Obligations or combination of both cash and Government Obligations, and except as herein provided shall make no other or different investment of such cash or Government Obligations, or combination of both cash and Government Obligations, provided, subject to the provisions of this Section, that amount in excess of those necessary to pay such Outstanding Bonds may be applied at the discretion of the City.

Anything herein contained to the contrary notwithstanding, no defeasance of the Bonds, or any thereof, shall be made unless, in the opinion of Bond Counsel, such defeasance would not cause the Bonds, or any thereof, to be "arbitrage bonds," or an "arbitrage bond," as applicable, within the meaning of applicable provisions of the Code or render the interest on the Bonds, or any thereof, subject to inclusion in the gross income of the Owners thereof for federal income tax purposes.

Section 25. Amendments. After the issuance of the Bonds, no change, variation, or alteration of any kind in the provisions of this Resolution which would impair the rights of the

Bondholders shall be made in any manner, until such time as all installments of the principal of and interest on the Bonds shall have been paid in full unless the consent of all of the Owners of all then Outstanding Bonds has been obtained; provided, however, that the City is hereby authorized to make such amendments to this Resolution as will not impair the rights of Bondholders and the City is authorized to cause the Bonds to be insured with the insurance company being afforded rights to consent to amendments to this Resolution in lieu of Bondholders to the extent provided in any insurance policy approved by the City. The laws of the State of Tennessee shall govern this Resolution.

Section 26. Failure to Present Bonds. (a) In the event any Bond shall not be presented for payment when the principal becomes due at maturity and in the event monies sufficient to pay such Bond shall be held by the Registration Agent for the benefit of the Owner thereof, all liability of the City to such Owner for the payment of such Bond shall forthwith cease, terminate, and be completely discharged. Thereupon, the Registration Agent shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Bond.

(b) If any Bond shall not be presented for payment within a period of five years following the date when such Bond becomes due, whether by maturity or otherwise, the Registration Agent shall, subject to the provisions of any applicable escheat or other similar law, pay to the official of the City designated by law as the custodian of such funds, any monies then held by the Registration Agent for the payment of such Bond and such Bond shall (subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the City.

Section 27. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of maturity or interest on or principal of any Bond shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions similar to the Registration Agent are authorized by law to close, then the payment of the interest on, or the principal of, such Bond need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions similar to the Registration Agent are authorized by law to close, with the same force and effect as if made on the date of maturity and no interest shall accrue for the period after such date.

Section 28. No Action to be Taken Affecting Validity of the Bonds. The Board of Commissioners hereby covenants and agrees that it will not take any action, that would in any manner affect the validity of the Bonds or limit the rights and remedies of the Owners from time to time of such Bonds or affect the exclusion of interest thereon from the gross income of the owners thereof for purposes of federal income taxation.

Section 29. Miscellaneous Acts. The Mayor, the Finance Director, the City Recorder, the Vice Mayor, the City Attorney, and all other appropriate officials of the City are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, and deliver all such documents, instruments, and certifications, specifically including but not limited to arbitrage certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may in their discretion,



be necessary or desirable to implement or comply with the intent of this Resolution; or any of the documents herein authorized and approved.

Section 30. No Recourse Under Resolution or on Bonds. All stipulations, promises, agreements, and obligations of the City contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the City and not of any officer, director, or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Resolution against any officer, director, or employee of the City or against any official or individual executing the Bonds.

Section 31. Partial Invalidity. If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereto, 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 thereto, 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 32. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or enforceability of such section, paragraph, or provision shall not affect any of the remaining provisions hereof.

Section 33. Repeal of Conflicting Resolutions and Effective Date. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption, the welfare of the City requiring it.

*[Remainder of the page is intentionally left blank.]*

Approved and adopted this \_\_\_\_th day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

EXHIBIT A

(Form of Face of Bond)

REGISTERED  
Number \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TENNESSEE  
CITY OF MT. JULIET, TENNESSEE  
GENERAL OBLIGATION BOND, SERIES 2024

Interest Rate:                      Maturity Date:                      Date of Bond:                      CUSIP No.:  
[\_\_\_\_\_, 2024]

Registered Owner:    CEDE & CO.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS: That the City of Mt. Juliet, Tennessee, (the “City”), for value received hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth [(or upon earlier redemption as set forth herein)], and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate of interest hereinabove set forth from the date hereof until said maturity date [or redemption date], said interest being payable on [December 1, 2024], and semi-annually thereafter on the first day of June and December in each year until this Bond matures [or is redeemed]. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the designated corporate trust office of \_\_\_\_\_, Nashville, Tennessee, as registration agent and paying agent (the “Registration Agent”). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the “Regular Record Date”) by check or draft mailed to such owner at such owner’s address shown on said bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the City to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the “Special Record Date”) for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any,] on this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the City and the Registration Agent shall treat Cede & Co., as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, interest, [and redemption premium, if any,] with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the City nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the City determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the City may discontinue the book-entry system with DTC. If the City fails to identify another qualified securities depository to replace DTC, the City shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the City nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, [(v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds;] or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one maturing June 1, \_\_\_\_ through June 1, \_\_\_\_ shall mature without option of prior redemption. Bonds maturing June 1, 20\_\_ and thereafter shall be subject to redemption on June 1, 20\_\_, at the option of the City, in whole or in part, or at any time thereafter, at the redemption price of par plus accrued interest to the redemption date. If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Board of Commissioners of the City in its discretion. If less than all the Bonds within a single maturity shall be called for redemption, interests within the maturity to be redeemed shall be selected as follows:

- (i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such

successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine, or

(ii) If the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.]

[Subject to the credit hereinafter provided, the City shall redeem Bonds maturing \_\_\_\_\_ and \_\_\_\_\_ on the redemption dates set forth below opposite the respective maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. The Bonds to be so redeemed within such maturity shall be selected by lot or in such other random manner as the Registration Agent in its discretion may determine. The dates of redemption and principal amount of the Bonds to be redeemed on said dates are as follows:

Maturity Date	Redemption Date	Principal Amount of Bonds to be Redeemed
_____	_____	\$ _____
	_____*	_____
	_____	_____
_____	_____	\$ _____
	_____*	_____
	_____	_____

\*final maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the City may (i) deliver to the Registration Agent for cancellation Bonds maturing \_\_\_\_\_ and \_\_\_\_\_, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation for any Bonds maturing \_\_\_\_\_ and \_\_\_\_\_, which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory redemption provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the City on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory redemption shall be accordingly reduced.]

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the City not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the

proceedings for redemption of any of the Bonds for which proper notice was given. The notice of any optional redemption may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the City nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the City pursuant to written instructions from an authorized representative of the City (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the City to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made.

This Bond is one of a total authorized issue aggregating \$\_\_\_\_\_ and issued by the City for the purpose of providing funds for the purpose of (i) the acquisition, construction and equipping of buildings and facilities, including the construction and equipping of a new police station and fire station, (ii) other miscellaneous public projects including improvements, expansions, extensions, renovations with respect to its roads, streets, bridges and parks, (iii) payment of legal, fiscal, administrative, architectural, design and engineering costs incident to all of the foregoing, (iv) reimbursement to the appropriate fund of the City for prior expenditures for the foregoing cost, if applicable, and (v) payment of cost incident to the Bonds of which this Bond

is one, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the Board of Commissioners of the City on the \_\_\_\_th day of \_\_\_\_\_, 2024 (the “Resolution”).

This Bond is payable from unlimited ad valorem taxes to be levied on all taxable property within the City. For the prompt payment of principal of, [premium, if any,] and interest on this Bond, the full faith and credit of the City are irrevocably pledged. For a more complete statement of the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to said Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the City has caused this Bond to be signed by its Mayor with his manual [or facsimile] signature and attested by its City Recorder with her manual [or facsimile] signature under an impression [or facsimile] of the corporate seal of the City, all as of the date hereinabove set forth.

CITY OF MT. JULIET, TENNESSEE

By: \_\_\_\_\_  
Mayor

(SEAL)

ATTESTED:

\_\_\_\_\_  
City Recorder

Transferable and payable at the  
designated corporate trust office of: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

Date of Registration: \_\_\_\_\_

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

\_\_\_\_\_  
Registration Agent

By: \_\_\_\_\_  
Authorized Officer



(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto \_\_\_\_\_, whose address is \_\_\_\_\_  
(Please insert Federal Identification or Social Security Number of Assignee \_\_\_\_\_),  
the within Bond of The City of Mt. Juliet, Tennessee, and does hereby irrevocably constitute and  
appoint \_\_\_\_\_, attorney, to transfer the said Bond on the records kept for  
registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTICE: The signature to this assignment must  
correspond with the name of the registered owner as  
it appears on the face of the within Bond in every  
particular, without alteration or enlargement or any  
change whatsoever.

Signature guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed  
by a member firm of a Medallion Program  
acceptable to the Registration Agent.

## **EXHIBIT B**

### **Bond Counsel Engagement Letter**

# Holland & Knight

Nashville City Center | 511 Union Street, Suite 2700 | Nashville, TN 37219 | T 615.244.6380 | F 615.244.6804  
Holland & Knight LLP | [www.hkllaw.com](http://www.hkllaw.com)

Alexander B. Buchanan  
+1 615-850-9628  
[Alex.Buchanan@hkllaw.com](mailto:Alex.Buchanan@hkllaw.com)

April 1, 2024

The City of Mt. Juliet  
Attn: Honorable James Maness, Mayor  
2425 N Mt. Juliet Rd.  
PO Box 256  
Mt. Juliet, TN 37122

Re: Proposed Issuance of General Obligation Improvement Bonds, Series 2024 of the  
City of Mt. Juliet

Dear Mayor Maness:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Mt. Juliet (the "City") in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are proposed to be issued as general obligations bonds for the purpose of constructing a new police station and fire station and miscellaneous other projects.

We further understand that the Bonds are anticipated to be sold at a public sale during the month of May 2024 or shortly thereafter.

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and Tennessee income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents.
- (3) Assist the City in seeking from other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required Blue Sky filings.

Atlanta | Austin | Birmingham | Boston | Century City | Charlotte | Chattanooga | Chicago | Dallas | Denver | Fort Lauderdale  
Houston | Jacksonville | Los Angeles | Miami | Nashville | Newport Beach | New York | Orlando | Philadelphia  
Portland | Richmond | San Francisco | Stamford | Tallahassee | Tampa | Tysons | Washington, D.C. | West Palm Beach

Aigiers | Bogotá | London | Mexico City | Monterrey

- (4) Review legal issues relating to the structure of the Bond issue.
- (5) Prepare and review those sections of the official statement, private placement memorandum or other form of offering or disclosure document to be disseminated in connection with the sale of the Bonds involving the description of the Bonds. We understand that Stephens Inc. will act as municipal advisor to the City and will assist in the preparation of the other parts of official statement.
- (6) Assist the City in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds.
- (7) Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.
- (8) Draft the continuing disclosure undertaking of the City.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- (a) Except as described in paragraph (5) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (c) Preparing blue sky or investment surveys with respect to the Bonds.
- (d) Drafting state constitutional or legislative amendments.
- (e) Negotiating any swap documentation in connection with the issuance of the Bonds.

- (f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bonds.
- (g) Except as described in paragraph (8) above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (h) Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (i) After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
- (j) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

Our engagement is limited to the matters addressed above and will terminate upon completion of the issuance of the Bonds and delivery of our opinion referred to above. For such services, we would propose being paid \$42,000, upon the closing of the sale of the Bonds on terms satisfactory to the City. In the event the issuance of the Bonds does not occur for whatever reason, we would ask the City to consider making a payment commiserate with the value of the work provided but without being legally responsible for paying any amount. If the terms of the engagement are satisfactory to you, we would appreciate your signing a copy of this letter and returning the same to me. I look forward to working with you on the proposed transaction. Please let me know if there are any questions.

April 1, 2024  
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Sincerely yours,

HOLLAND & KNIGHT LLP

*Alex Buchanan*

Alexander B. Buchanan

Approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

THE CITY OF MT. JULIET

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## **EXHIBIT C**

### **Municipal Advisor Engagement Letter**

## Stephens Inc. Municipal Advisor Agreement

This Municipal Advisor Agreement (the "*Agreement*") is entered into this 8<sup>th</sup> day of April, 2024, between the City of Mt. Juliet, Tennessee (the "*Client*") and Stephens Inc. ("*Stephens*") and sets forth the terms and conditions under which Stephens will provide services to the Client. Stephens and the Client are referred to herein individually as a "*Party*" and collectively as the "*Parties*."

WHEREAS, the Client desires to obtain the services of a municipal advisor to assist with the development and implementation of strategies to meet its capital financing needs and render assistance in connection with the municipal finance transaction described on Schedule A attached hereto (the "*Transaction*"); and

WHEREAS, Stephens is registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB) and Stephens is capable of providing the necessary municipal advisory services;

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, the Client and Stephens agree as follows:

1. **Scope of Services.** Stephens will provide, upon request of the Client, the municipal advisory and/or consultant services described in Schedule A attached hereto and incorporated herein by reference. The Client and Stephens intend and agree that, to the extent the performance of services by Stephens with respect to the Transaction constitutes municipal advisory activities within the meaning of the Securities Exchange Act of 1934 (the "*Exchange Act*") or otherwise creates a duty of Stephens under the Exchange Act or the Rules of the Municipal Securities Rulemaking Board and applicable state and local laws, Stephens' duties do not extend beyond the services to be provided with respect to the Transaction.

2. **Client Responsibilities.** The Client shall:

a. Take all usual and customary steps necessary to complete the issuance of the bonds or notes (the "*Securities*"), as applicable, including but not limited to: directing the preparation and execution of all documents reasonably requested supporting the Securities, and participation by Client staff and third parties in a due diligence process in connection with the issuance of the Securities.

b. Furnish information, data, reports, and records in the possession of the Client necessary for carrying out the work to be performed under this Agreement;

c. Review the preliminary and final official statement or other disclosure documentation and confirm the accuracy of the information presented therein;

d. Allow Stephens to rely on the Client's representations that the disclosure provided with respect to the Securities is not misleading, and, if necessary, direct bond and local counsel to include Stephens as addressee on all certifications and communications therein;



e. Approve the form of official statement or other disclosure documentation and direct its dissemination;

f. If applicable, participate in all calls, discussions and requests for information necessary to complete the credit rating process; and

g. Comply in all respects with state and federal securities laws, including but not limited to the Securities Act of 1933 and Rules 10b-5 (anti-fraud) and 15c2-12 (continuing disclosure) promulgated under the Securities Exchange Act of 1933 relating to disclosure in connection with municipal securities.

3. **Stephens Compensation and Expenses.** The fees due to Stephens hereunder shall be as set forth in Schedule B attached hereto. In addition, Stephens shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Schedule B.

4. **Client Expenses.** The Client will be responsible, to the extent required for the issuance of the Securities, for the payment of all fees and expenses commonly known as Costs of Issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing and distribution of required documents, trustee fees, paying agent fees, escrow agent fees, verification agent fees, escrow securities bidding agent fees, CUSIP identifiers, and the like.

5. **Required Notices and Disclosures.**

a. **MSRB Rule G-10 Notices.** Stephens is registered with the U. S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (MSRB). The MSRB's website is [www.msrb.org](http://www.msrb.org). A municipal advisory client brochure is posted on the website of the MSRB that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

b. **MSRB G-42 Disclosures.** MSRB Rule G-42 requires that Stephens provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Schedule C and Schedule D attached hereto.

6. **Advice of Third Parties.** The Client agrees that, to the extent the Client seeks to have Stephens provide advice with regard to any recommendation made by third party financial service providers, bankers, underwriters, accountants, legal advisors or others providing guidance similar in scope to that contemplated herein, the Client will provide to Stephens written direction to do so as well as any information it has received from such third party relating to its recommendation. In connection with advice to be provided by Stephens with regard to a recommendation made by a third party, Stephens may communicate with such third party as necessary or appropriate to allow Stephens to provide informed advice to the Client with regard to the recommendation. No recommendation by a third party shall be deemed to be a recommendation by Stephens unless Stephens otherwise provides. In particular, a determination that a third party's recommendation is suitable shall not be deemed to constitute a recommendation by Stephens unless otherwise expressly provided by Stephens.

7. **Entire Agreement/Amendments.** This Agreement, including any Schedules and amendments hereto which are expressly incorporated herein, constitute the entire Agreement between the Parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Stephens and the Client.

8. **Term of Agreement.** The term of this Agreement begins on the date set forth above and ends at the close of business on the settlement date for the Transaction or as otherwise set forth on Schedule A.

9. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above. By the signature of its representative below, each Party affirms (a) that it has taken all actions necessary to authorize said representative to execute this Agreement, and (b) that it has read in its entirety this Agreement, including the attached Schedules, and has had the opportunity to ask any questions or seek any clarification about any aspect of this Agreement, including specifically any disclosures of conflicts of interest.

City of Mt. Juliet, Tennessee  
Client

By: \_\_\_\_\_

Title: \_\_\_\_\_

Stephens Inc.



By: \_\_\_\_\_

Title: Senior Vice President

**Schedule A  
Term and Scope of  
Municipal Advisory Services**

**Description of Financing**

*\$35,000,000\* General Obligation Bonds, Series 2024*

*\* Estimated – Final bond size may be lower depending on bid structure*

**Term of Agreement**

The term of this Agreement begins on the date set forth above and ends at the close of business on the settlement date for the Transaction.

**Scope of Services**

The Scope of Services to be provided under this Agreement may consist of activities described below, upon specific request by the Client, with respect to the planned issuance of the Securities.

1. Evaluate options or alternatives with respect to the proposed new Issue
2. Advise the Client on potential refunding or other refinancing opportunities of its outstanding Issue(s)
3. Review recommendations made by other parties to the Client with respect to the new Issue
4. Review financial and other information regarding the Client, the proposed Issue and any source of repayment of or security for the Issue
5. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions, or other matters that may have an impact on the Client and its financing plans
6. Assist the Client in establishing a plan of financing, if needed
7. Assist the Client with the submission of a plan of finance to the State Comptroller's Office, if needed
8. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
9. Assist the Client in preparing a financing schedule
10. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue

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11. Attend meetings of the Client's governing body, as requested
12. Advise the Client on the manner of sale of the Issue
13. Assist in the gathering of information with respect to financial and other statistical and factual information relating to the Client in connection with the preparation of the preliminary and final official statement
14. If the Issue is to be sold on a competitive bid basis and the Client has not engaged disclosure counsel to prepare the preliminary and final official statement, assist the Client and legal counsel with the preparation of the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter
15. Assist in making arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
16. In a competitive bid sale, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
17. At the time of sale, review relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
18. If requested, assist the Client in selecting other professionals (such as paying agent, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue
19. Respond to questions from bidders, underwriters or potential investors
20. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with ratings agencies, insurers and other credit or liquidity providers
21. Work with bond counsel and other transaction participants to review necessary authorizing documentation of the Client and other documents necessary to finalize and close the Issue
22. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
23. Assist in the preparation of a closing memorandum or transaction summary
24. Provide such other usual and customary financial advisory services as may be specifically requested by the Client

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#### Limitations on Scope of Services

The Scope of Services are subject to the following limitations:

The Scope of Services with respect to Stephens' engagement as municipal advisor shall be limited solely to the services set forth in this Schedule as they relate to the Transaction, and shall not encompass (i) the services described herein with respect to any other offering or potential offering of the Client or (ii) any services not described herein with respect to the Transaction.

Other than with respect to the receipt and same day return or forwarding of good faith deposits, if applicable, this engagement does not contemplate that Stephens will receive deposits of or maintain custody of any Client funds, or will provide fiduciary or agency services offered by Stephens or any of its affiliates.

Unless otherwise provided in Schedule A, Stephens is not responsible for preparing any preliminary or final official statement or other disclosure documents, or for certifying as to the accuracy or completeness of any preliminary or final official statement or other disclosure documents, other than with respect to any information about Stephens provided by Stephens for inclusion in such documents.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Transaction or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

The Scope of Services may be changed only by written amendment to this Schedule, and the parties agree to amend this Schedule promptly to reflect any material changes or additions to the Scope of Services.

## Schedule B Compensation and Expenses

Fees for the services provided by Stephens to the Client under this Agreement and the manner for payment of expenses incurred by Stephens in the course of performing its services are as set forth below:

\$35,000,000\* General Obligation Bonds, Series 2024.....\$50,000 plus expenses <sup>(1)</sup>

\* Estimated – Final bond size may be lower depending on bid structure

<sup>(1)</sup> Expenses may include Preliminary and Final Official Statement printing, copying, preparation and electronic dissemination, municipal market data services, direct and indirect expenses related to services offered in connection with the engagement that are incurred in connection with the issuance of bonds or obtaining financing. The fees due to Stephens are contingent upon the closing of the bond issue.

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## Schedule C

### Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Accordingly, Stephens makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how Stephens addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Stephens mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates Stephens to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to Stephens' financial or other interests. In addition, because Stephens is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Stephens is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitably built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, Stephens' municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Stephens potentially departing from their fiduciary duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

#### Forms of Compensation; Potential Conflicts.

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client, among other factors. Various forms of compensation present actual or potential conflicts of interest because they may create an incentive for an advisor to recommend one course of action over another if it is more beneficial to the advisor to do so. The information below discusses various forms of compensation and the timing of payments to a municipal advisor.

- **Fixed fee.** Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is usually based upon an analysis by the client and the advisor of, among other things, the expected duration and complexity of the transaction and the agreed-upon scope of work that the advisor will perform. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the advisor may suffer a loss. Thus, the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. There may be additional conflicts of interest if the municipal advisor's fee is contingent upon the successful completion of a financing, as described below.
- **Hourly fee.** Under an hourly fee form of compensation, the municipal advisor is paid an amount equal to the number of hours worked by the advisor times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client

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and the advisor do not agree on a reasonable maximum amount at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. In some cases, an hourly fee may be applied against a retainer (e.g., a retainer payable monthly), in which case it is payable whether or not a financing closes. Alternatively, it may be contingent upon the successful completion of a financing, in which case there may be additional conflicts of interest, as described below.

- **Fee contingent upon the completion of a financing or other transaction.** Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.
- **Fee paid under a retainer agreement.** Under a retainer agreement, fees are paid to a municipal advisor periodically (e.g., monthly) and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis (e.g., a fixed fee per month regardless of the number of hours worked) or an hourly basis (e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded). A retainer agreement does not present the conflicts associated with a contingent fee arrangement (described above).
- **Fee based upon principal or notional amount and term of transaction.** Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities (e.g., bonds) or, in the case of a derivative, the present value of or notional amount and term of the derivative. This form of compensation presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue or modify the derivative for the purpose of increasing the advisor's compensation.

As a fiduciary to the Client, Stephens will work closely with the Client in terms of the conflicts that may exist with respect to compensation and based on the services provided to establish a fair and reasonable fee associated with the municipal advisory services for the Client.

#### Other Potential Conflicts.

Other Municipal Advisor or Underwriting Relationships. Stephens serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, Stephens serves as municipal advisor to other municipal entities and, in such cases, owes a fiduciary duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Stephens could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new



issuances of municipal securities by other municipal entities, the interests of Stephens to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Stephens serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Stephens' ability to fulfill its fiduciary duty to the Client.

**Broker-Dealer and Investment Advisory Business.** Stephens is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Client, may be undertaken on behalf of, or as counterparty to, the Client, personnel of the Client, and current or potential investors in the securities of the Client. In addition, if the underwriter utilizes a selling group to assist with the distribution of the securities issued by the Client in a Transaction, such securities-related activities include purchasing such securities from the underwriter (or the manager or other members of the underwriting syndicate) as a member of the selling group and selling such securities to its clients. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Client, such as when their buying or selling of the Client's securities may have an adverse effect on the market for the Client's securities, and the interests of such other clients could create the incentive for Stephens to make recommendations to the Client that could result in more advantageous pricing for the other clients. Any potential conflict arising from Stephens effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of Stephens that operate independently from Stephens' municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Stephens to the Client under this Agreement.

**Secondary Market Transactions in Client's Securities.** Stephens, in connection with its sales and trading activities, may take a principal position in securities, including securities of the Client, and therefore Stephens could have interests in conflict with those of the Client with respect to the value of the Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, Stephens or its affiliates may submit orders for and acquire the Client's securities issued in a Transaction under the Agreement from the manager or other members of the underwriting syndicate, either for its own account, for the accounts of its customers, or as a member of a selling group. This activity may result in a conflict of interest with the Client in that it could create the incentive for Stephens to make recommendations to the Client that could result in more advantageous pricing of the Client's securities in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of Stephens that operate independently from Stephens' municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by Stephens to the Client under this Agreement.

**Insurance Brokerage Services.** Stephens Insurance LLC, an affiliate of Stephens provides insurance brokerage services to its clients. Stephens will receive referral fees from Stephens Insurance LLC if the Client utilizes Stephens Insurance LLC to purchase insurance products.

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Other than the potential material conflicts of interest described above, Stephens, based on the exercise of reasonable diligence, does not believe that it has any other material conflicts of interest related to this Agreement.

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## Schedule D

### Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Stephens sets out below required disclosures and related information in connection with such disclosures.

**I. Material Legal or Disciplinary Event.** We do not believe that there are any legal or disciplinary events that are material to the Client's evaluation of Stephens or the integrity of Stephens' management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC involving our firm's municipal advisory business. As a full service broker dealer and investment banking firm, Stephens is and has been involved in regulatory and civil actions involving other areas of the firm's business, none of which are expected to have any impact on the firm's ability to perform the services which are the subject of this Agreement. The details of all such regulatory and civil actions are available in Item 9 and the accompanying Regulatory Action DRPs on Form MA filed with the SEC.

**II. How to Access Form MA and Form MA-I Filings.** Stephens' most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000757657&owner=include&count=40&hidefilings=0>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to information already filed by Stephens in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Stephens on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Stephens' most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Stephens' CRD number is 3496.

**III. Most Recent Change in Legal or Disciplinary Event Disclosure.** Stephens has not made any material legal or disciplinary event disclosures with respect to its municipal advisory business on Form MA or any Form MA-I filed with the SEC.

STATE OF TENNESSEE  
COUNTY OF WILSON

I, Sheila Luckett, hereby certify that I am the duly qualified and acting City Recorder of the City of Mt. Juliet, Tennessee (the “City”), and, as such official, I further certify as follows: (1) that attached hereto is a copy of a resolution excerpted from the minutes of the meeting of the Board of Commissioners (the “Board of Commissioners”) of said City held on \_\_\_\_\_, 2024; (2) that I have compared said copy with the original minute record of said meeting in my official custody; (3) that said copy is a true, correct, and complete transcript from said original record insofar as said original record relates, to, among other matters, the authorization, issuance, and sale of General Obligation Bonds, Series 2024, of said City; (4) that the actions by said Board of Commissioners, including the aforementioned, at said meeting were promptly and duly recorded by me in a book kept for such purposes; and, (5) that a quorum of the members of said Board of Commissioners was present and acting throughout said meeting.

WITNESS my official signature and the seal of said City this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CITY RECORDER

(SEAL)