



Mt. Juliet, Tennessee

Board of Commissioners

Agenda

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

Monday, March 11, 2024

6:30 PM

Commission Chambers

1. Public Hearing 6:15 PM

1.A. Public Notice for 3/11/24 BoC Meeting

[0574](#)

Attachments: [PN 3-11-24](#)

2. Call to Order & Declare a Quorum Present

3. Set Agenda

4. Invocation & Pledge of Allegiance

5. Approval of Minutes

5.A. February 12, 2024 Minutes

[0557](#)

Attachments: [Minutes BoC 2-12-24](#)

Legislative History

2/26/24 Board of Commissioners continued to the Board of Commissioners

5.B. Approval of Minutes - February 28, 2024 Works Session with Board of Commissioners and Ethics Commission

[0569](#)

Attachments: [Boc - EC Work session minutes 2-28-24](#)

5.C. Approve 2-26-24 BoC Minutes

[0573](#)

Attachments: [Minutes 2-26-24](#)

6. Citizens Comments

7. Commissioner Reports & Comments

8. City Manager's Report

9. Unfinished Business - Ordinance - 2nd Reading

- 9.A.** AN ORDINANCE TO CONDUCT A REFERENDUM TO APPROVE REDISTRICTING AND ADDING TWO DISTRICT COMMISSIONER SEATS AFTER THE POPULATION REACHES 50,000 AND TO ESTABLISH TERM LIMITS OF THREE (3) CONSECUTIVE FOUR-YEAR TERMS FOR ALL ELECTED OFFICIALS **0563**

Sponsors: Scott Hefner

Attachments: [7 BoC Members after redistricting and 50K in population and by districts for 2nd reading revised by csm clean](#)
[Estimated Fiscal Note for the addition of](#)

Legislative History

2/26/24 Board of Commissioners recommended for approval to the Board of Commissioners

10. New Business - Ordinances 1st 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](#)
[107 Medearis Exhibit A Annex 9 20 23](#)
[107 Medearis Dr Legal Description Exhibit A](#)
[Coker Property AX ORD](#)

Legislative History

2/15/24 Planning Commission **Positive Recommendation 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 Exhibit A Rezone 1 12 24](#)
[102 Medearis Legal Desc](#)
[102 Medearis Dr RZ ORD](#)

Legislative History

2/15/24 Planning Commission **Positive Recommendation to the Board of Commissioners

- 10.C.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE ETHICS COMMITTEE LEGAL FEES **0562**

Sponsors: City Manager Kenny Martin

Attachments: [2024- Amend 23-24 budget for Ethics Committee](#)

- 10.D.** 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 **0568**

Sponsors: City Manager Kenny Martin

Attachments: [Amend Chapter 4 Alcoholic - On premise distance to 100 feet ord](#)
[Sec. 4 61. Location restrictions.](#)

- 10.E.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE CURD ROAD AT MJRD TRAFFIC SIGNAL AND THE PLEASANT GROVE ROAD AT CENTRAL PIKE ALL-WAY STOP CONTROL (AWSC) PROJECTS **0578**

Sponsors: Scott Hefner

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

- 10.F.** 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](#)

- 10.G.** 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](#)
[Estimated Fiscal Note for the addition of](#)

11. Resolution to Purchase Property and Ordinance 1st Reading to amend the budget - 1025 Charlie Daniels Parkway

- 11.A.** A RESOLUTION APPROVING THE SALES AGREEMENT **0499**
FOR THE CITY OF MT. JULIET TO PURCHASE LAND FOR
THE PARKS DEPARTMENT FROM LINEBERRY
PROPERTIES, INC AND GARY MERRITT LOCATED AT 1025
CHARLIE DANIELS PARKWAY, MAP 054, PARCEL 114.03
BEING APPROXIMATELY 1.12 ACRES AND AUTHORIZING
THE CITY MANAGER TO SIGN THE CONTRACT AND
CLOSE ON THE PROPERTY

Sponsors: Jennifer Milele, Bill Trivett

Attachments: [1025 Charlie Daniels Pkwy Mt Juliet Former Daycare](#)
[1025 Charlie Daniels Pkwy - PSA MJ 02232024 v.2 \(clean\)](#)
[2024- Res Approve contract to purchase prop 1025 CD pkwy](#)

Legislative History

2/15/24	Planning Commission	**Positive Recommendation to the Board of Commissioners
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- 11.B.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 **0582**
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

Sponsors: City Manager Kenny Martin

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

12. Resolutions

- 12.A.** A RESOLUTION APPROVING THE SALES AGREEMENT **0561**
FOR THE CITY OF MT. JULIET TO SELL THE LAND AND
BUILDING LOCATED AT 2365 N. MT. JULIET RD., MAP 072-I,
GROUP A, PARCEL 21.0 BEING APPROXIMATELY 0.2
ACRES AND AUTHORIZING THE CITY MANAGER TO SIGN
THE AGREEMENT

Sponsors: City Manager Kenny Martin

Attachments: [2365 N Mt Juliet Rd - PSA MJ 02222024 v.2 \(clean\)](#)
[2024- Approve the sale of 2365 N Mt Juliet Rd - Finance
Building](#)

- 12.B.** A RESOLUTION DECLARING A FORFEITED VEHICLE AS SURPLUS TO BE DISPOSED OF BY CITY OF MT. JULIET POLICE DEPARTMENT **0572**

Sponsors: City Manager Kenny Martin

Attachments: [Declare PD Forfeited Vehicle as Surplus to be hauled off](#)
[Executive summary Declare PD Forfeited Vehicle as Surplus to be hauled off](#)

- 12.C.** A RESOLUTION OF THE CITY OF MT. JULIET, TENNESSEE, AUTHORIZING THE MAYOR/CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF MT. JULIET AND THE PARENT COMPANY TO ESTABLISH GUARANTEED MAXIMUM PRICE FOR PHASE 2 WORK FOR THE POLICE DEPARTMENT HEADQUARTERS FACILITY, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE **0575**

Sponsors: City Manager Kenny Martin

Attachments: [2024 - Res Approve amndmnt to Parent Co agreement for PD HQ](#)
[Parent Co Change order to GMP MJPD-WP-02- Final](#)

12. Adjournment



Mt. Juliet, Tennessee

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

Staff Report

File #: 0574

Agenda Date: 3/11/2024

Agenda #: 1.A.

Title:

Public Notice for 3/11/24 BoC Meeting

PUBLIC NOTICE

The Board of Commissioners of the City of Mt. Juliet will have a Public Hearing on Monday, March 11, 2024, at 6:15 p.m., at City Hall, for the 2nd and final reading to consider the following:

- An ordinance to conduct a referendum to approve increasing the Board of Commissioners to seven members.

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

File #: 0557

Agenda Date: 3/11/2024

Agenda #: 5.A.

Title:

February 12, 2024 Minutes



Presentations 6:00 PM

City Manager Kenny Martin thanked Dr. Kevin Mitchell for the flag banners he donated that are displayed along North Mt. Juliet Road. He also thanked Austermiller Roofing for sponsoring the Mt. Juliet City Beautiful truck.

Public Hearing 6:15 PM

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

A. Public Notice

0523

Sponsors: City Manager Kenny Martin

Attachments:

Mayor Manes called the Public Hearing to order at 6:15 pm
Citizens Comments: No pros or cons voiced

- To amend the Preliminary Master Development Plan for the Providence PUD, located at 80 Belinda Pkwy, Map 096, Parcel 001.11, in the City of Mt. Juliet, Wilson County, Tn.
- To amend the Preliminary Master Development Plan for the Mt. Juliet Commons PUD, located at 12950 Lebanon Rd., Map 053, Parcel 109.00 in the City of Mt. Juliet, Wilson County, Tn.
- Amend the FY 2023/2024 to purchase a F-150 Service Truck for Public Works

1. Call to Order & Declare a Quorum Present

Mayor Maness called the Regular meeting of the Board of Commissioners to order at 6:30 p.m. and declared a quorum present.

Rollcall

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

2. Set Agenda

Mayor Maness stated he would remove item 11.A an Ordinance to Amend the Ethics Ordinance. This changes were approved with no objections.

Commissioner Milele requested suspending the rules to allow her to make an appointment to the Ethics Commission, 2nd by Commissioenr Justice.

Vote to suspend with the Rules:

Yea: Hefner, Justice, Maness, Milele (Trivett Absent)

Appointment Ethics Commission: Commissioner Milele nominated Lesley Penny, 2nd by Mayor Maness Maness

Vote to nominate Lesley Penny to the Ethics Commission for District 4.

Yea: Hefner, Justice, Maness, Milele (Trivett Absent)

Motion made by Mayor Maness to return to regular session, 2nd by Commissioner Henfer. Approved with no objections.

3. Invocation & Pledge of Allegiance

Communications Director Justin Beasley.

4. Approval of Minutes

A motion was made by Commissioner Milele to approve the minutes of the Regular Meeting of January 22, 2024 and the Special Meeting of February 5, 2024, seconded by CommissionerJustice. The motion carried by the following vote:

RESULT: ACCEPTED

MOVER: Jennifer Milele

SECONDER: Ray Justice

Aye: Maness, Milele, Justice, and Hefner

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Absent: Trivett

4.A. Approve Minutes of January 22, 2024 **0521**

Sponsors: Board of Commissioners, City Manager Kenny Martin

Attachments:

4.B. Click or tap here to enter text. **0522**

Sponsors: Board of Commissioners, City Manager Kenny Martin

Attachments:

5. Citizens Comments

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

Bruce Keeble 311 Collier Road: Questioned the Police Vehicles purchase, changes to the Ethics Ordinance and needed changes

Deputy Police Chief Chandler explained the police packages vs. a regular vehicle. We are asking for 12 vehicles. there are 12 Ford Explorers out of state and Wilson County has Chevy's.

6. Commissioner Reports & Comments

Commissioner Justice: Thanked the Mt. Juliet Chamber of Commerce for the Annual banquet. It was a great event and turnout. Our City Manager Kenny Milele received the Lifetime Achievement Award. The Chamber of Commerce made awards to local businesses. At the city we promote the Mt. Juliet businesses. He cannot think of anyone more deserving than Kenny Martin, he has worked his way up the ladder from police officer, became Chief of Police, then ECD now City Manager. Mt. Juliet is very dependant on what Kenny Martin has brought to the City. This is a Lifetime achievement for the City. He is a great person. Young man he has known since Little League, started Sonic, then went into Banking. Luke Winchester received the Paul Bauman Award. Paul Bauman started the John Deal Company who was one of the largest employers in the City. Congratulations. Rocky Lee, Erin, Jennifer D. the entire parks department for the great event they had for the Daddy/Daughter Dance this past weekend. Thanks to the parks department and the volunteers.

Commissioner Hefner: Congratulations to all the winners at the Chamber event. Appreciates what Kenny Martin and Luke Winchester do for the City. The banquet was great. Thanked everyone for attending tonight. and online.

Commissioner Milele: Recognized Judy Roark with Leadership Wilson who is attending tonight. Congrats to Kenny Martin and all the winners. In her district the gas line has been completed for the 3-way intersection. This has to be completed by the 100th CO. The Ethics Commission has been moved to the 21st at 3 p.m. Mundy Park is getting new playground equipment, and a new surface.

Mayor Maness stated the Vice Mayor is out of town due to work. All of the Elected Officials are Part Time and have jobs outside of the City. Read Vice Mayor Trivett's comments.

Mayor Maness: Received number of calls and emails due to the graphic sent out about the City of Mt. Juliet. We are a welcoming city and we welcome everyone that is here legally. Has spoken to the Police Chief and the City Manager and we have no knowledge of anyone being bussed into our community. We have even called the hotels. Immigration does not fall under our Police Department's authority. The police department does a wonderful job. We do need more Federal support. Received another difficult email, a gentleman who was an illegal alien committed a crime. Our police did all they could on the investigation. Congratulations to City Manager Kenny Martin and to everyone who helps make this city great.

7. City Manager's Report

Welcomed everyone. Thanked the BoC for the kind comments. Appreciates the recognition and appreciates the support. He is honored and humbled. It was an extra special night. Thanks to fire and police for everything they do each day. Shop local, thanked Jennifer Hamblen for her great work, along with Justin Beasley, and Sami Kincaid. Thanks to all employees working on the census. This helps the city with finances.

8. Unfinished Business Consent Agenda Items: 2nd Reading**9.A. AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP) FOR THE PROVIDENCE PLANNED UNIT DEVELOPMENT (PUD), LOCATED AT 80 BELINDA PARKWAY, MAP 096, PARCEL 001.11, IN THE CITY OF MT. JULIET, WILSON COUNTY, TN****0452**

Sponsors: Planning Commission Positive Recommendation

Attachments: [Homewood Suites PUD Amend SR](#)
[Homewood Suites PUD Amend ORD](#)
[Legal Description Homewood Suites](#)
[Homewood Suites PUD Amendment Exhibit B 12 14 23](#)

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Ray Justice

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 2024-07

9.B. AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN (PMDP) FOR THE MT. JULIET COMMONS PLANNED UNIT DEVELOPMENT (PUD), BEING LOCATED AT 12950 LEBANON ROAD, MAP 053, PARCEL 109.00 IN THE CITY OF MT. JULIET, WILSON COUNTY, TN. **0456**

Sponsors: Planning Commission Positive Recommendation

Attachments: [MJ Commons PUD Amend SR](#)
[MJ Commons PUD Amend ORD](#)
[MJ Commons Legal Description Exhibit A](#)
[MJ Commons PUD Amendment Exhibit B 12 14 23](#)

This Ordinance was adopted.

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Ray Justice

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 2024-08

9. Unfinished Business - Ordinance 2nd Reading

9.C. AMEND THE FISCAL YEAR 2023/2024 BUDGET TO PURCHASE A F-150 SERVICE TRUCK FOR THE PUBLIC WORKS DEPARTMENT **0497**

Sponsors: City Manager Kenny Martin

Attachments: [Fiscal Note Amend 23-24 budget to purchase PW truck](#)
[2024- Amend 23-24 budget to purchase truck for PW](#)

Motion made by Mayor Maness to add \$36,500 for snow removal equipment, 2nd by Commissioner Justice.

Vote on amendment:

Yea: Unanimous

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

RESULT: ADOPTED

MOVER: Ray Justice

SECONDER: Scott Hefner

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

11. New Business - Ordinances 1st Reading**11.A. AN ORDINANCE TO AMEND MT. JULIET CITY CODE [0514](#)
CHAPTER 2, ARTICLE XIII CODE OF ETHICS**

Sponsors: James Maness

Attachments: [Ethics Ord amendment](#)

This item was removed under Set Agenda.

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET [0525](#)
ORDINANCE 2023-24 TO APPROPRIATE FUNDS TO REPLACE A
DAMAGED DRUG FUND VEHICLE**

Sponsors: City Manager Kenny Martin

Attachments: [2024- amend 23-24 budget - damaged drug fund vehicle](#)
[2024 Executive Summary Budget Amendment appropriate](#)
[funds for replacement drug fund vehicle](#)

A motion was made by Commissioner Milele, seconded by Commissioner Justice, that this Ordinance be accepted. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Jennifer Milele

SECONDER: Ray Justice

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 2024-11

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET [0533](#)
ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE
PURCHASE OF AMBULANCES AND VEHICLES FOR THE FIRE /
EMS DEPARTMENT**

Sponsors: City Manager Kenny Martin

Attachments: [2024- amend 23-24 budget - fire and ems vehicle repairs](#)
[2024- Ex Summary Amend 23-24 budget to purchase PD](#)
[vehicles](#)

A motion was made by Commissioner Justice, seconded by Commissioner Milele, that this Ordinance be accepted. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Ray Justice

SECONDER: Jennifer Milele

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 2024-12

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET
ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE
PURCHASE OF
VEHICLES FOR THE POLICE DEPARTMENT**

0535

Sponsors: City Manager Kenny Martin

Attachments: [2024- Ex Summary Amend 23-24 budget to purchase PD vehicles](#)
[2024- Amend 23-24 budget to purchase PD vehicles](#)

A motion was made by Commissioner Justice, seconded by Commissioner Milele, that this Ordinance be accepted. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Ray Justice

SECONDER: Jennifer Milele

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 2024-13

**11.B. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET
ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE
PURCHASE OF AMBULANCES AND VEHICLES FOR THE FIRE /
EMS DEPARTMENT**

0515

Sponsors: James Maness

Attachments: [2024- Amend 23-24 budget to purchase Fire and EMS vehicles and Equip](#)
[Budget amend Ex Sum for ambulances and Tahoes 0224](#)

Discussion was held.

A motion was made by Mayor Maness, seconded by Commissioner Milele, that this Ordinance be accepted. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: James Maness

SECONDER: Jennifer Milele

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 2024-10

11.C. 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](#)

Discussion was held on various sections of the current ordinance, MTAS version, processes and procedures.

Motion made by Commissioner Justice to defer for 45 days, (3/25/24) and to schedule a joint work session with the Ethics Commission and Board of Commissioners to work on the ordinance, 2nd by Mayor Maness.

Vote on 45 day deferral: Yea: Unanimous

This Ordinance was deferred for 45 days to the Board of Commissioners due back on 3/25/2024

RESULT: DEFERRED

MOVER: Ray Justice

SECONDER: Scott Hefner

Resolutions

B. RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE BELINDA WINGWALL REPAIRS PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT **0501**

Sponsors: Kenneth Martin

Attachments: [2024-02-12, Belinda Wingwall Repair Construction Contract Resolution](#)
[2024-02-12, Belinda Wingwall Repair Contract Resolution - Exec Summary](#)
[JARRETT Contract Signature Page](#)

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Ray Justice

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 06-2024

**C. A RESOLUTION DECLARING CITY OF MT. JULIET
PARKS DEPARTMENT PROPERTY AS SURPLUS**

0519

Sponsors: City Manager Kenny Martin

Attachments: [Bdget Amend ExSum Surplus prop Parks Gator to donate
Declare Parks Property as Surplus and donate Gator](#)

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: James Maness

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 07-2024

**A RESOLUTION TO APPROVE THE ATTACHED CONTRACT
WITH GREATER NASHVILLE REGIONAL COUNCIL FOR
VERIFICATION OF THE SPECIAL CENSUS CONDUCTED BY THE
CITY OF MT. JULIET**

0532

Sponsors: City Manager Kenny Martin

Attachments: [2023 - Approve contract with GNRC for special census
GNRC Contract for Special Census](#)

Discussion was held.

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

RESULT: ADOPTED

MOVER: James Maness

SECONDER: Jennifer Milele

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 08-2024

**A RESOLUTION TO APPROVE THE ATTACHED CONTRACT
WITH GREAT SOUTHERN RECREATION FOR INSTALLATION
OF A PLAYGROUND AT SGT. JERRY MUNDY MEMORIAL PARK**

0534

Sponsors: City Manager Kenny Martin

Attachments: [2024 - Approve contract with GSR for playground at Mundy
Pk](#)
[GSR Mundy Park Playground renderings](#)
[GSR Mundy Park Playground-Client Agreement](#)

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

RESULT: ADOPTED

MOVER: Jennifer Milele

SECONDER: Scott Hefner

Aye: Maness, Milele, Justice, and Hefner

Absent: Trivett

Enactment No: 09-2024

12. Adjournment

at 8:02 with noAt 8:02 PM with no objections. objections.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0569

Agenda Date: 3/11/2024

Agenda #: 5.B.

Title:

Approval of Minutes - February 28, 2024 Works Session with Board of Commissioners and Ethics Commission



Work Session with Ethics Commission

Public Notice

The Board of Commissioners of the City of Mt. Juliet along with the City of Mt. Juliet Ethics Commission will have a work session on Wednesday, February 28, 2024 at 6:00 PM at City Hall, 2425 N. Mt. Juliet to discuss revisions to the Ethics Ordinance.
The public is invited to attend.

0566

Sponsors: City Manager Kenny Martin

Attachments:

Rollcall

Ethics Commission Members present: Chairperson Yancy Belcher and Georgin Hughes

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

Absent: Bill Trivett

1. Call to Order

Mayor Maness called the Work Session to order at 6:00 p.m.

Note

Mayor Maness stated that the agenda would be set as published if there were no objections. No objections voiced, Agenda Set as published.

Mayor Maness stated he would set the Adjournment at 7:30 PM if there were no objections. No objections voiced, Adjournment time set for 7:30 PM

Discussion was held on the Franklin, TN version and the MTAS model ordinance to consider for updated the city of Mt. Juliet Ethics Ordinance..

Discussion was held on the need of a complaint form.

City Attorney Gino Marchetti explained that Franklin, TN has procedures, a complaint form and a separate section that explains the Ethics Code.

Discussion was held.

Citizens Comments:

Mayor Maness asked if anyone would like to make a public comment. No pros or cons voiced.

It was agreed upon that the Franklin, TN Ethics Code, Procedures and Complaint Form would be sent to the Board of Commissioners and Ethics Commission members for everyone to mark up with suggestions and comments.

City Attorney Gino Marchetti requested that his office be the clearing house for all recommendations, mark-ups, suggestions based on the Franklin ordinance.

The following Timeline was agreed upon:

Thursday, March 14th all mark-ups, questions, comments, suggestions send to Gino Marchetti.

Thursday, March 21st agenda will be published and distributed.

Wednesday, March 27th 2nd work session with the Board of Commissioners and Ethics Commission members.

12. Adjournment

At 7:40 PM



Mt. Juliet, Tennessee

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

Staff Report

File #: 0573

Agenda Date: 3/11/2024

Agenda #: 5.C.

Title:

Approve 2-26-24 BoC Minutes



1. Public Hearing 6:15 PM

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

1.A. Public Hearing 6:15 PM

0556

Attachments:

Amend FY 2023/2024 Budget for the following:

- Purchase Vehicles for the Police Department, Fire Department/EMS
- Replace a damaged Drug Fund Vehicle
- Repairs for Fire/EMS Department Vehicle

2. Call to Order & Declare a Quorum Present

6:30 pm

3. Set Agenda

Mayor Maness requested that items 11. A. - D. be moved to the Consent Agenda.

No objections voiced.

Mayor Maness requested moving item 15.C. to the beginning of new business.

No objections voiced.

City Manager Kenny Martin requested item 13. A. be removed from the agenda

No objections voiced.

Rollcall

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

4. Invocation & Pledge of Allegiance

Communications Director Justin Beasley led the Invocation and Pledge of Allegiance.

5. Approval of Minutes

This was continued to the Board of Commissioners due back on 3/11/2024

5.A. February 12, 2024 Minutes**0557****Attachments:** [Minutes BoC 2-12-24](#)

This Minutes was continued to the Board of Commissioners due back on 3/11/2024.

RESULT: CONTINUED**MOVER:** Jennifer Milele**SECONDER:** James Maness**6. Citizens Comments**

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

Tom Needham, 12425 Lebanon Road

Jessica Needham Scales, 12425 Lebanon Road

7. Commissioner Reports & Comments

Vice Mayor Trivett: Thanked everyone for attending and watching online. Apologizes for being out of town for his job during the prior meeting. Hickory Hills and Willoughby Station will have "Chief on the Beat" with the Police Department will be there from 5 pm - 7 pm. Thanked the Parks Department for work on the parks. City Beautiful does a great job. Reminded folks to travel safely.

Commissioner Hefner: Stated the 4 year anniversary of Tornado is coming up. The sirens are tested the first Saturday of each month. Be weather aware. Wished Mr. Martin Happy Birthday on 3/3 and his wife, Cheri, on 3/4. Be careful traveling and shop local.

Commissioner Milele: Tomorrow is the last day for Early Voting. Primary Day is 3/5. Newsletter going out Friday, Work session with Ethics Commission is this Wednesday at 6 p.m. 3/19 from 10 am -12 pm TN Open Meetings Training, the public invited. Happy Birthday to Kenny Martin and Cheri Hefner. Appreciates Wm. Farmer, Special Counsel Ethics Commissions, appreciates him taking responsibility for his error on having public meetings.

Commissioner Justice: The UHaul reports, TN and TX are the 2 most popular states. People are coming to our area because we have a great community. The employees and residents make Mt. Juliet great. We lost Charles (Pop) and Irene Rowlett in a tragic accident this past Saturday. Prayers to the Rowlett family.

Mayor Maness: Stated that tomorrow is the end to early voting, Super Tuesday next week. Great job with Pack a Cruiser. Thanked Speedway for hosting the event. This Thursday TDOT will have a Public Hearing at 5 pm, Providence Church, on the Central Pike Interchange. On Sunday 3/3 at 1 pm, there will be a "Remembrance Ceremony" at display beside WWMS for the 2020 tornado victims.

8. City Manager's Report

City Manager Kenny Martin requested thoughts and Prayers for the Rowlett family. They were very good to the city. Be weather aware. Happy Birthday to Cheri Hefner. Shop Local. We have new businesses announcements coming soon.

9. Unfinished Business Consent Agenda Items:

10. Unfinished Business

11. Ordinances - 2nd Reading

11.A. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF AMBULANCES AND VEHICLES FOR THE FIRE / EMS DEPARTMENT

[0515](#)

Sponsors: James Maness

Attachments: [2024- Amend 23-24 budget to purchase Fire and EMS vehicles and Equip](#)
[Budget amend Ex Sum for ambulances and Tahoes 0224](#)

This Ordinance was adopted.

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Ray Justice

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 2024-10

11.B. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS TO REPLACE A DAMAGED DRUG FUND VEHICLE

[0525](#)

Sponsors: City Manager Kenny Martin

Attachments: [2024- amend 23-24 budget - damaged drug fund vehicle](#)
[2024 Executive Summary Budget Amendment appropriate funds for replacement drug fund vehicle](#)

This Ordinance was adopted.

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Ray Justice

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 2024-11

11.C. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF AMBULANCES AND VEHICLES FOR THE FIRE / EMS DEPARTMENT **0533**

Sponsors: City Manager Kenny Martin

Attachments: [2024- amend 23-24 budget - fire and ems vehicle repairs](#)
[2024- Ex Summary Amend 23-24 budget to purchase PD vehicles](#)

This Ordinance was adopted.

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Ray Justice

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 2024-12

11.D. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE PURCHASE OF VEHICLES FOR THE POLICE DEPARTMENT **0535**

Sponsors: City Manager Kenny Martin

Attachments: [2024- Ex Summary Amend 23-24 budget to purchase PD vehicles](#)
[2024- Amend 23-24 budget to purchase PD vehicles](#)

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Ray Justice

Aye: Trivett, Maness, Milele, Justice, and Hefner
Enactment No: 2024-13

12. New Business

13. Ordinances - 1st Reading

**13.A. AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024
BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR
THE ETHICS COMMITTEE LEGAL FEES**

[0562](#)

Sponsors: City Manager Kenny Martin

Attachments: [2024- Amend 23-24 budget for Ethics Committee](#)

Removed under Set Agenda

**13.B. AN ORDINANCE TO CONDUCT A REFERENDUM TO APPROVE
INCREASING THE BOARD OF COMMISSIONERS TO SEVEN
MEMBERS BY ADDING TWO DISTRICT SEATS WHEN THE
POPULATION REACHES 50k AND REDISTRICTING IS
COMPLETED**

0563

Sponsors: Scott Hefner

Attachments: [2024- Ordinance to hold a referendum increasing the number of commissioners to seven](#)
[7 BoC Members after redistricting and 50K in population and by districts for 2nd reading revised by csm clean](#)
[Estimated Fiscal Note for the addition of](#)

Commissioner Hefner stated with the growth of the City he is proposing a Referendum in November to allow the citizens of Mt. Juliet to vote on this subject. This would provide for two (2) At-Large seats. The highest vote count would have a 4-year term, the other would have a 2-year term. Then would follow the regular 4-year term to remain staggered terms.

Motion made by Vice Mayor Trivett to defer until we have census numbers, Dies for lack of 2nd.

Discussion was held.

Mayor Maness stated there is not a Fiscal note attached. We would need to capture the cost, salaries, cell phone, equipment, etc.

Motion made by Commissioner Milele to amend said ordinance to remove the at-large reference, and create two (2) Districts elected positions, would go before the voters on 11/05/24 as a Referendum, once the census population reaches 50K and we have re-districted then the two (2) elected district seats would be added, 2nd by Vice Mayor Trivett.

Discussion was held.

Motion made by Commissioner Hefner to amend the amendment to state when the population reaches 45K instead of 50K, 2nd by Commissioner Justice.

Vote on the Amendment to the Amendment with a population of 45K:

Yea: Hefner, Justice

Nay: Maness, Milele, Trivett

Vote on original motion: (1st Amendment)

Yea: Maness, Milele, Trivett

Nay: Hefner, Justice

Motion made by Mayor Maness to limit all elected positions to be limited to three (3) consecutive four (4) year terms, 2nd by Commissioner Hefner.

Discussion was held.

Vote on amendment on term limits for all elected positions of three (3) consecutive four (4) year terms: (2nd Amendment)

Yea: Maness, Hefner, Trivett

Nay: Justice, Milele

Discussion was held on deadline to get this on the November 5, 2024 ballot.

Motion made by Commissioner Justice defer one meeting, 2nd by Commissioner Milele.

Vote deferral for one meeting:

Yea: Justice, Milele

Nay: Hefner, Maness, Trivett

Vote on original ordinance as amended 2 x's:

Yea: Hefner, Maness, Milele, Trivett

Nay: Justice

A motion was made by Hefner, seconded by Justice, that this Ordinance be recommended for approval to the Board of Commissioners, on meeting date of 3/11/2024. The motion carried by the following vote:

RESULT: RECOMMENDED FOR APPROVAL

MOVER: Scott Hefner

SECONDER: Ray Justice

Aye: Trivett, Maness, Milele, and Hefner

Nay: Justice

14. New Business Consent Agenda Items:

15. Resolutions

15.C. A RESOLUTION TO APPROVE THE MEMORANDUM OF UNDERSTANDING (MOU) WITH VOLUNTEER BEHAVIORAL HEALTH (VBH) AND TO AUTHORIZE THE CITY MANAGER TO SIGN **0558**

Sponsors: City Manager Kenny Martin

Attachments: [Volunteer Behaviour Health Agreement v.2 clean 11-15-23 vol signed](#)
[MOU with VBH for vehicle for co-responder](#)

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: 10-2024

15.A. A RESOLUTION TO APPROVE THE ATTACHED CONTRACT WITH THE HALL GROUP FOR ARCHITECTURAL AND DESIGN SERVICES FOR THE RENOVATION OF FIRE STATION #1 **0554**

Sponsors: City Manager Kenny Martin

Attachments: [2024 - Approve contract with Hall Group for Station 1 renovations](#)
[23018 - Proposal Letter Agreement St 1 Hall Group](#)
[St. 1 Executive Summary for contract with architect for renovations 0224](#)

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: 11-2024

**15.B. A RESOLUTION TO APPROVE THE ATTACHED CONTRACT
WITH THE HALL GROUP FOR ARCHITECTURAL AND DESIGN
SERVICES FOR THE NEW FIRE STATION 3**

0555

Sponsors: City Manager Kenny Martin

Attachments: [2024 - Approve contract with Hall Group for Station 3
St 4 Design OLDR 23014 MJ FS4 Proposal Letter
Agreement
OLDR Executive Summary for contract with architect for St 3
construction](#)

A motion was made by Trivett, seconded by Hefner, that this Resolution 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: 11-2024

15.D. RESOLUTION TO APPROVE THE SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE CITY OF MT. JULIET AND PLAINTIFFS CHIVANADA, DANIEL YARZAGARARY, WILLIAM LOFBACK, RIFFS HOSPITALITY, EILEEN MALTES AND MIKEY'S PIZZA, LLC TO SETTLE A LAWSUIT PENDING IN THE UNITED DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSE, CHIVANADA ET. AL. V. CITY OF MT. JULIET, CASE No. 3:32-cv-1219 AND A REPRESENTATIVE OF THE CITY OF MT. JULIET IS AUTHORIZED TO SIGN

0565

Sponsors: City Manager Kenny Martin

Attachments: [Chivanada Settlement Draft Feb12 24](#)
[Res Approve Settlement Agreement concerning mobile food trucks](#)

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

RESULT: ADOPTED

MOVER: Bill Trivett

SECONDER: Scott Hefner

Aye: Trivett, Milele, and Hefner

Nay: Maness, and Justice
Enactment No: 13-2024

16. Adjournment

Mayor James Maness

City Recorder Sheila S. Luckett, MMC



Mt. Juliet, Tennessee

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

Staff Report

File #: 0563

Agenda Date: 3/11/2024

Agenda #: 9.A.

Title:

AN ORDINANCE TO CONDUCT A REFERENDUM TO APPROVE REDISTRICTING AND ADDING TWO DISTRICT COMMISSIONER SEATS AFTER THE POPULATION REACHES 50,000 AND TO ESTABLISH TERM LIMITS OF THREE (3) CONSECUTIVE FOUR-YEAR TERMS FOR ALL ELECTED OFFICIALS

**CLEAN COPY OF ORDINANCE AFTER 1ST
READING**

ORDINANCE 2024-_____

**AN ORDINANCE TO CONDUCT A REFERENDUM TO APPROVE
REDISTRICTING AND ADDING TWO DISTRICT COMMISSIONER SEATS
AFTER THE POPULATION REACHES 50,000 AND TO ESTABLISH TERM
LIMITS OF THREE (3) CONSECUTIVE FOUR-YEAR TERMS FOR ALL
ELECTED OFFICIALS**

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 currently has five commissioners; and

WHEREAS, four of the current commissioners are elected by district, while the mayor is elected at large; and

WHEREAS, whereas the Board of Commissioners desires to expand to seven commissioners if and when the population of Mt. Juliet reaches 50,000 persons; with the two additional commissioners elected by districts after re-districting and when the population reaches 50,000.

WHEREAS, term limits of three (3) consecutive four-year terms for all elected officials is established.

WHEREAS, after reaching 50,000 residents, the City will initiate redistricting into six separate commissioner districts, thereby establishing six district commissioner seats, in addition to the mayoral seat, and

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

Section 1. City Charter Section 6-20-101, upon approval by the qualified voters in the next general state election, is amended by adding a new subsection (i) as follows:

Pursuant to City Charter Section 6-20-101(h) and Article XI, Section 9, of the Tennessee Constitution, the City, upon reaching 50,000 residents and thereafter

redistricting into six separate commissioner districts, will increase its number of commissioners from five to seven, including the mayor's position. The existing Mayor's position will continue to be an at large position. In the first election after the City reaches 50,000 residents and redistricts into six separate commissioner districts, the terms of the commissioners will be set as follows: if three of the existing five commissioner positions are up for election, then the two new district commissioners will serve four-year terms. If only two of the existing five commissioner positions are up for election, then the new district commissioner with the highest number of votes will serve a four-year term, and the other new district commissioner will serve a two-year term. Thereafter all six district commissioners and the mayor will serve four-year terms.

Section 2. Term limits of three (3) consecutive four-year terms are established for all elected officials.

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:

L. Gino Marchetti, Jr.
City Attorney

Kenny Martin, City Manager

Estimated Fiscal Note for the addition of Two Commissioners

Current Annual Salary per State Law for each Commissioner:

\$11,400.00 x 2 = \$22,800.00

**Current Estimated Equipment, training, etc. cost for each
Commissioner:**

\$ 5,000.00 x 2 = \$10,000.00

Total Estimated Cost per year: \$32,800.00

The above does not include Payroll related taxes as required by the Federal Government.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0480
10.A.

Agenda Date: 3/11/2024

Agenda #:

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

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 2ND 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:

James Maness, Mayor

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

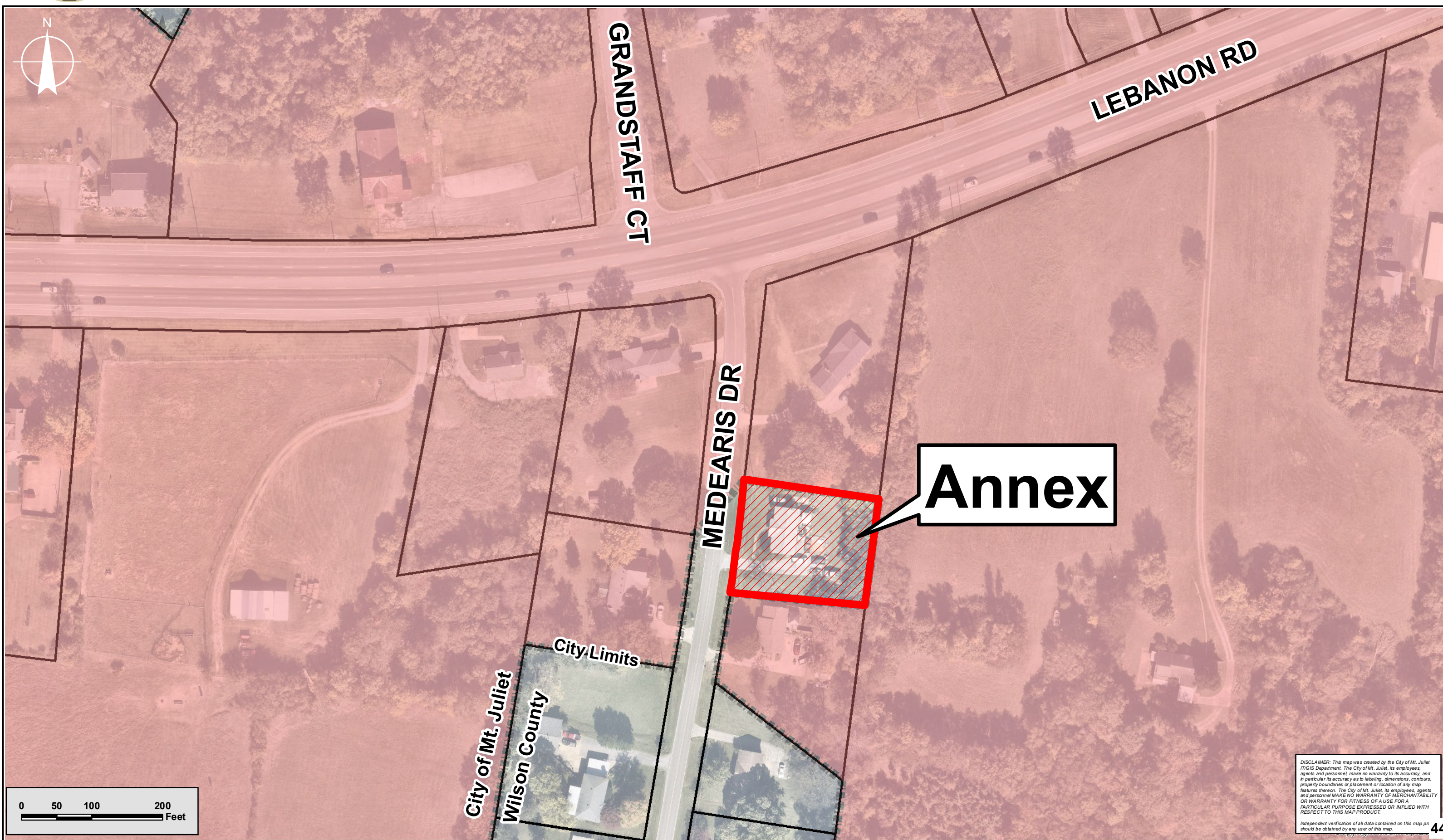
Kenny Martin, City Manager

Gino Marchetti, City Attorney



Exhibit A - Annex

107 Medearis Drive
Map 0530, Group A, Parcel 012.00



DISCLAIMER: This map was created by the City of Mt. Juliet IT/GIS Department. The City of Mt. Juliet, its employees, agents and personnel, make no warranty to its accuracy, and in particular its accuracy as to labeling, dimensions, contours, property boundaries or placement or location of any map features thereon. The City of Mt. Juliet, its employees, agents and personnel MAKE NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF A USE FOR A PARTICULAR PURPOSE EXPRESSED OR IMPLIED WITH RESPECT TO THIS MAP PRODUCT.

Independent verification of all data contained on this map prior to use should be obtained by any user of this map.

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.

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



Mt. Juliet, Tennessee

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

Staff Report

File #: 0511
10.B.

Agenda Date: 3/11/2024

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

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:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
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 - Rezone

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

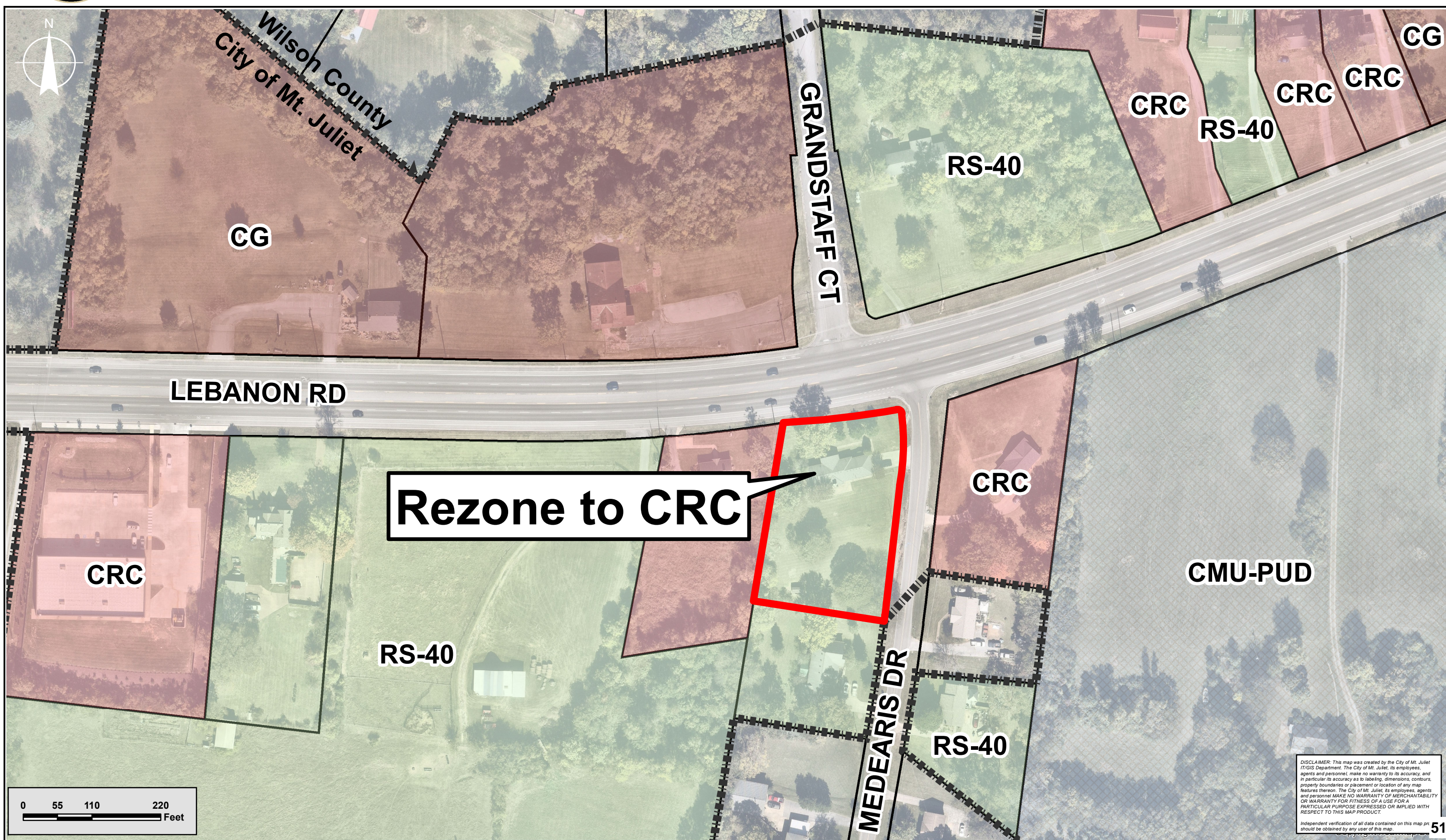


Exhibit A

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:

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



Mt. Juliet, Tennessee

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

Staff Report

File #: 0562
10.C.

Agenda Date: 3/11/2024

Agenda #:

Title:

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO
APPROPRIATE FUNDS FOR THE ETHICS COMMITTEE LEGAL FEES**

ORDINANCE 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE ETHICS COMMITTEE LEGAL FEES

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 charged with hearing appropriately filed ethics complaints; 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, due to the number of complaints filed, the ethics commission is expected to exceed the \$10,000 threshold; and

WHEREAS, the Board of Commissioners desires to amend the FY 23-24 budget for the initial \$10,000 and an additional \$3,000 for the remaining complaints to be heard along with any potential future complaints.

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:

110-41110-200	Contractual Services	\$13,000.00
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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



Mt. Juliet, Tennessee

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

Staff Report

File #: 0568
10.D.

Agenda Date: 3/11/2024

Agenda #:

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

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**

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, 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.

BE IT FURTHER ORDAINED

Section 2. 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 3. 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 4. That this ordinance shall take effect at the earliest date allowed by law, the public welfare requiring it.

PASSED:

FIRST READING:

SECOND READING:

James Maness, Mayor

ATTEST:

Sheila S. Lockett, MMC
City Recorder

APPROVED AS TO FORM:

Kenny Martin, City Manager

L. Gino Marchetti, Jr.
City Attorney

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 from the center of the nearest permanent 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)



Mt. Juliet, Tennessee

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

Staff Report

File #: 0578
10.E.

Agenda Date: 3/11/2024

Agenda #:

Title:

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE CURD ROAD AT MJRD TRAFFIC SIGNAL AND THE PLEASANT GROVE ROAD AT CENTRAL PIKE ALL-WAY STOP CONTROL (AWSC) PROJECTS

ORDINANCE 2024-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE CURD ROAD AT MJRD TRAFFIC SIGNAL AND THE PLEASANT GROVE ROAD AT CENTRAL PIKE ALL-WAY STOP CONTROL (AWSC) PROJECTS

WHEREAS, the City of Mt. Juliet continually seeks to improve traffic delays, congestion, and safety for citizens traveling on city roadways; and

WHEREAS, the City of Mt. Juliet desires to install a traffic signal at the intersection of Curd Road and Mt. Juliet Road and install an all-way stop at the intersection of Pleasant Grove Road and Central Pike; and

WHEREAS, the City of Mt. Juliet wishes to appropriate funding for the construction of both projects.

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:

Add the following revenue:

300-35716	Developer Donations	\$110,000
300-37810	Operating Transfer from General Fund	\$760,000

Add the Following Expenditures:

Curd Rd Signal at Mt. Juliet Rd.

300-43189-910	Easements & Land	\$ 50,000
300-43189-966	Construction	\$800,000

Pleasant Grove at Central Pike AWSC

300-#####-966	Construction	\$ 20,000
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General Fund:

110-49800-899	Transfer to Capital Project Fund	\$760,000
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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

Executive Summary

AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO APPROPRIATE FUNDS FOR THE CURD ROAD AT MJRD TRAFFIC SIGNAL AND THE PLEASANT GROVE ROAD AT CENTRAL PIKE ALL-WAY STOP CONTROL (AWSC) PROJECTS

Executive Summary

The projects: Curd Road Traffic Signal at MJRD

This project will install a traffic signal at the intersection to improve the traffic delays for Curd Road traffic. The project will also widen Curd Road to provide a separate left and right turn lane at the intersection. An engineering study has been conducted and a traffic signal is warranted at this intersection.

Pleasant Grove Road At Central Pike All-Way Stop Control

This project will install a 3-way stop at the intersection. The project will also install overhead, red flashing beacons, flashing beacons on the stop signs, red reflective strips on the stop sign posts, and rumble strips on each Central Pike approach to provide additional warning of the new stop condition for Central Pike traffic. An engineering study has been conducted and the all-way stop is warranted, per the MUTCD, based on limited sight distance for the Central Pike westbound approach.

Funding: These projects would be initially funded by all city funds, with the opportunity to be reimbursed by nearby developments. The Hibbett Station Townhomes have committed to contributing \$90,000 towards the cost of the traffic signal. The Villages of Pleasant Grove Road development have committed to reimbursing the City for the full cost of the all-way stop at the issuance of the first building permit.

Official act: This ordinance amends the budget to add funding of \$850,000 to the traffic signal at Curd Road and \$20,000 to the Pleasant Grove Road all-way stop installation.

Fiscal Note: The costs associated with these projects are one-time costs to construct the improvements. There will be long-term maintenance costs associated with these improvements. The estimated cost to maintain a traffic signal is \$5,000 per year. The estimated cost to maintain the all-way stop and flashing beacons is \$500 per year.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0583
10.F.

Agenda Date: 3/11/2024

Agenda #:

Title:

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

ORDINANCE 2024-_____

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

WHEREAS, The City of Mt. Juliet Police Department desires to implement a wellness program; and

WHEREAS, Volunteer State Bank, Kenneth Powers and Active Life Chiropractic have submitted donations to assist with the program; and

WHEREAS, the department collected a total of \$5,700 in donations; and

WHEREAS, the Police Department desires to use the funds to promote the health and wellness of its officers and staff members.

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 the Following Revenue:

110-36710	Police Department Donations	\$ 5,700
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Increase the Following Expenditures:

110-42100-251	Medical	\$ 5,700
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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 ACCEPT DONATIONS TO THE POLICE DEPARTMENT FOR A WELLNESS PROGRAM

Executive Summary: Accept and Reallocate donations for Police Wellness Program

- 1) WHO: Mt. Juliet Police Department
- 2) WHAT: Accept Donations Received and Reallocate to 2023/2024 Police Medical Line item.
- 3) WHEN: 2023/2024 Budget
- 4) WHERE: Mt. Juliet City Limits
- 5) WHY: In March of 2024 Active Life Chiropractic, Volunteer State Bank, and Kenneth M. Powers made donations in the sum total of \$5,700.00 to help fund a Mt. Juliet Police Wellness Medical Assessment. This assessment is to help create and establish a pattern of wellness for Mt. Juliet Police staff members. This will be a budgeted request going forward.

STAFF RECOMMENDATION:

- Chief of Police Michael Mullins has given a positive recommendation.

PREPARED BY: Michael Mullins



Mt. Juliet, Tennessee

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

Staff Report

File #: 0584
10.G.

Agenda Date: 3/11/2024

Agenda #:

Title:

AN ORDINANCE TO CONDUCT A REFERENDUM TO ESTABLISH TERM LIMITS FOR THE BOARD OF COMMISSIONERS

ORDINANCE 2024-_____

AN ORDINANCE TO CONDUCT A REFERENDUM TO ESTABLISH TERM LIMITS FOR THE BOARD OF COMMISSIONERS

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 Board of Commissioners currently have no term limits; and

WHEREAS, whereas the Board of Commissioners desires to impose term limits upon the members of the Board.

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

Section 1. City Charter Section 6-20-103, upon approval by the qualified voters in the next general state election, is amended by designating the existing language as subsection (a) and establishing a new subsection (b) as follows:

No person shall be eligible to serve as an elected commissioner of the City of Mt. Juliet if, during the previous two (2) terms of that office, the person in question served more than a single term. Service prior to the passage of this measure shall not count in determining length of service. A portion of any term for which a person is appointed as a commissioner shall not count as a “term” as referenced herein.

BE IT FURTHER ORDAINED:

Section 2. 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 3. 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 4. 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

Estimated Fiscal Note for the addition of Two Commissioners

Current Annual Salary per State Law for each Commissioner:

\$11,400.00 x 2 = \$22,800.00

**Current Estimated Equipment, training, etc. cost for each
Commissioner:**

\$ 5,000.00 x 2 = \$10,000.00

Total Estimated Cost per year: \$32,800.00

The above does not include Payroll related taxes as required by the Federal Government.



Mt. Juliet, Tennessee

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

Staff Report

File #: 0499
11.A.

Agenda Date: 3/11/2024

Agenda #:

Title:

A RESOLUTION APPROVING THE SALES AGREEMENT FOR THE CITY OF MT. JULIET TO PURCHASE LAND FOR THE PARKS DEPARTMENT FROM LINEBERRY PROPERTIES, INC AND GARY MERRITT LOCATED AT 1025 CHARLIE DANIELS PARKWAY, MAP 054, PARCEL 114.03 BEING APPROXIMATELY 1.12 ACRES AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT AND CLOSE ON THE PROPERTY



Former Child Care Building
1025 Charlie Daniels Pkwy.
Acres: 1.12



Police Dept.

Former Child Care Building

CHARLIE DANIELS PKWY

100 50 0 100 Feet

PURCHASE AND SALE AGREEMENT

1. *Parties.*

This Purchase and Sale Agreement (this “Agreement”) is made and entered into by and between **The City of Mt. Juliet** whose address is 2425 N. Mt. Juliet Rd., Mt. Juliet, TN 37122 (“Buyer”), and **Lineberry Properties, Inc and Gary Merritt**, whose address is PO Box 1767, Mt. Juliet, TN 37121 (“Seller”) effective the date last signed by the parties (the “Effective Date”).

2. *Premises.*

For and in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer agrees to purchase from Seller, and Seller agrees to sell and convey to Buyer the property known as Tax Map 54, Parcel 114.03 on the Wilson County Property Assessor’s maps and being commonly known as 1025 Charlie Daniels Parkway, Mt. Juliet, TN, and which will be legally described on Exhibit “A”, together with all improvements, if any, located on such real estate and all rights, privileges, leases, licenses, utilities, signage, permits, access and other easements appurtenant thereto (hereinafter referred to collectively as the “Premises”).

3. *Purchase Price.*

The purchase price shall be **One Million Five Hundred and Sixty Thousand and No/100 Dollars (\$1,560,000.00)** (the “Purchase Price”) and shall be payable by Buyer to Seller at closing by wire transfer of funds at Closing subject to applicable adjustments and prorations.

4. *Title.*

At closing, Seller shall execute and deliver to Buyer a customary form of warranty deed duly executed by Seller and in form for recordation conveying good, marketable, and insurable fee simple title to the Premises to Buyer. Buyer shall order a commitment for an Owner’s Policy of Title Insurance with the Escrow Agent (the “Title Commitment”). The Title Commitment shall state that all standard exceptions shall be deleted in the final policy and shall obligate the title company to insure good and marketable fee simple title in the name of Buyer upon closing and to provide all affirmative coverages deemed necessary by Buyer. Within thirty (30) days after receipt of the Title Commitment, legible copies of all exception documents, and the current Survey defined in Section 5 below, Buyer shall notify Seller of any matters identified in the Title Commitment or Survey to which Buyer objects. Any matters to which Buyer does not timely object shall be deemed permitted exceptions (the “Permitted Exceptions”). Seller may, at its sole option but without obligation, cure the objections within thirty (30) days of receipt of such notice. In the event that Seller fails or refuses to cure all of said objections within said time period, Buyer may, at its option, either: (a) waive such objections and proceed with closing without adjustment of the purchase price, in which event all matters subject to an objection which have not been cured will

be deemed Permitted Exceptions provided, however, that Seller shall be obligated to cure any title objection which is a lien on the Premises resulting from a loan to Seller or assumed by Seller and mechanics' liens, judgments, tax liens and other liens, claims or encumbrances capable of satisfaction, discharge or release upon the payment of an ascertainable sum of money (collectively, a "Monetary Encumbrance") on or before closing and Seller may do so out of the Purchase Price proceeds; or (b) terminate this Agreement.

5. ***Survey.***

Within five (5) days after the Effective Date, Seller shall deliver to Buyer any existing survey of the Premises in Seller's possession. If Seller does not have a survey, Buyer may order a certified ALTA/ACSM Land Title Survey (the "Survey") of the Premises at Buyer's expense. If any condition revealed by the Survey is unacceptable to Buyer for its intended use of the Premises, Buyer may object in accordance with Section 4 above.

6. ***Inspection Period.***

Buyer shall have thirty (30) days from the effective date of this Agreement in which to inspect the property and Buyer shall have the right to cancel this Agreement during this inspection period.

7. ***Site Conditions.***

(a) At any time during the Inspection Period, Buyer may enter upon the Premises and make all necessary inspections, engineering and soil boring tests required to satisfy Buyer that the Premises are suitable for Buyer's intended use. Buyer shall restore the Premises to as near its original condition as reasonably possible following such inspections.

8. ***Representations and Warranties.***

Seller hereby represents and warrants to Buyer as follows:

(a) Title. Seller presently has and will have at closing record title to the Premises. No party other than Seller claims any unrecorded or undisclosed legal or equitable interest in the Premises other than liens which will be paid and released with closing proceeds.

All representations and warranties hereinabove set forth or contained elsewhere in this Agreement shall be deemed to have been confirmed by Seller at closing with the same force and effect as though such representations and warranties had been made on and as of the closing date.

9. ***Taxes and Assessments.***

All real estate taxes for the year of closing shall be prorated as of the date of closing, and there shall be no further adjustment. Seller shall pay and discharge all bonds, assessments or other real estate taxes (including rollback taxes, agricultural recoupment taxes or school board revaluation taxes) levied on or against the Premises before closing or they shall be deducted from the balance of the Purchase Price.

10. ***Risk of Loss.***

In the event any portion of the Premises is taken by eminent domain or condemnation, or if any improvements on said property are destroyed or materially damaged prior to transfer of title, Buyer may terminate this Agreement or may affirm this Agreement by notice to Seller and complete the purchase of the Premises without reduction of the Purchase Price in which case Seller shall assign all rights to the condemnation or insurance proceeds to Buyer. Seller agrees to convey the Premises at closing free and clear of all tenancies and to deliver vacant possession of the Premises to Buyer in the same condition as it is now, reasonable wear and tear excepted.

11. ***Remedies for Default.***

(a) Except as otherwise set forth herein, if Seller fails to perform one or more of its obligations under this Agreement prior to closing for any reason other than Buyer's failure to perform one or more of Buyer's obligations, Buyer may insist on performance by Seller and pursue its remedy of specific performance of this Agreement, or may terminate this Agreement. Notwithstanding the foregoing, if Seller fails to perform any obligation hereunder which expressly survives termination or closing, Buyer shall be entitled to any remedies available at law or in equity.

(b) If Buyer fails to perform one or more of its obligations under this Agreement prior to closing for any reason other than Seller's failure to perform one or more of Seller's obligations, Seller may terminate this Agreement. Notwithstanding the foregoing, if Buyer fails to perform any obligation hereunder which expressly survives termination or closing, Seller shall be entitled to any remedies available at law or in equity.

12. ***Time and Place of Closing.***

The time of closing shall be on or before forty-five (45) days after the after the effective date of this agreement. The closing shall take place at such location as may be mutually agreed to by Seller and Buyer.

13. ***Closing Costs and Obligations.***

(a) At closing, Seller shall pay for: (i) all recording fees for title clearing matters, if any; (ii) any rollback taxes or similar taxes or fees assessed on the Premises; (iii) Seller's attorney's fees; (iv) recording fees; and (v) such other costs as the parties may agree in writing.

(b) At closing, Buyer shall pay for: (i) all title insurance premiums; (ii) all of Buyer's due diligence costs; (iii) Buyer's attorney's fees; and (iv) such other costs as the parties may agree in writing.

(c) At closing, Seller shall provide: (i) the warranty deed duly executed and acknowledged by Seller; (ii) a certificate necessary to establish the non-foreign status of Seller under Section 1445 of the Internal Revenue Code of 1986, as amended; (iii) evidence that all costs which Seller is obligated to pay as set forth in Section 4 or elsewhere in this Agreement have been paid or, to the extent such sums have not been paid, Buyer shall receive a credit against the Purchase Price for all unpaid sums and Buyer shall assume all of Seller's obligations for payment of such sums.

(d) At closing, Buyer shall provide: (i) wired funds into an escrow account designated by Escrow Agent representing the Purchase Price due in accordance with Section 3 and other applicable provisions herein; (ii) such instruments as are necessary or reasonably required by Seller or the Title Company to consummate the transaction contemplated hereby; and (iii) a closing statement itemizing the Purchase Price and all adjustments thereto as provided herein.

(e) Seller's City Manager will present this Agreement to the Seller's Board of Commissioners for consideration and approval during its regular meeting on March 11, 2024 ("First Reading") and its regular meeting on March 25, 2024 ("Second Reading"). If this Agreement is approved by the Seller's Board of Commissioners, Seller's City Manager is authorized to execute this Agreement for and on behalf of Seller, which, upon execution by both Parties, shall become a mutually valid and binding Agreement according to its terms.

15. ***Captions.***

Captions of paragraphs are inserted as a matter of convenience only and do not define, limit or extend the scope or intent of this agreement or any provision hereof.

16. ***Governing Law.***

This Agreement shall be construed in accordance with the laws of the state in which the Premises are located.

17. ***Multiple Counterparts.***

This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original document and all of which together shall constitute but one and the same document. Delivery of this Agreement or a counterpart thereof by electronic mail will constitute valid delivery; however, the parties agree to replace signature pages delivered by electronic mail with original signature pages as soon as is reasonably possible.

18. *Notices.*

Any and all notices required shall be in writing and sent to:

Seller: Lineberry Properties, Inc.
Attn. Mark Lineberry
PO Box 1767
Mt. Juliet, TN 37121

Telephone: (615) 456-3130
Email: LineberryEsq@gmail.com

Buyer: City of Mt. Juliet
Attn. Kenny Martin, City Manager
2425 N. Mt. Juliet Rd
Mt. Juliet, TN 37122
Telephone: ()
E-mail:

With a copy to: Gary Merritt
PO Box 1636
Mt. Juliet, TN 37121
Telephone: (615)405-7080
E-mail: GEMerrittConstruction@Gmail.com

All notices shall be delivered either in person with a receipt requested therefor, by electronic mail, or sent by a recognized overnight courier service for next day delivery, addressed to the parties at their respective addresses set forth above. Such notices shall be effective upon first attempted delivery with notices by electronic mail being confirmed by receipt confirmation.

19. ***Entire Agreement.***

This Agreement constitutes the entire agreement between the parties and may not be changed except in writing signed by all parties or their attorneys. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties, their heirs, personal administrators, successors and assigns.

20. ***Agreement Construction.***

Buyer and Seller acknowledge that this Agreement was prepared after substantial negotiations between the parties. This Agreement shall not be interpreted against either party solely because such party or its counsel drafted this Agreement. The use of the single shall include the plural, and the use of the plural shall include the single, as the context implies.

21. ***Possession of Premises.***

Seller shall deliver full and exclusive possession of the Premises at the time of closing.

22. ***Time of the Essence.***

Time is of the essence of this Agreement. This offer shall expire and become null and void if not accepted by Buyer before 5pm on March 30, 2024.

23. ***Survival of Representations and Warranties.***

The representations and warranties set forth in this Agreement shall terminate at closing.

24. ***Severability.***

In the event that any condition, covenant, or provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant, or provision herein contained. If such condition, covenant, or provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or provision shall be deemed valid to the extent of the scope or breadth permitted by law.

25. ***Condemnation.***

Buyer and Seller acknowledge that Buyer is a city incorporated under the laws of the State of Tennessee with the powers of condemnation, and that this purchase as herein contemplated is done under the threat of a lawful condemnation. The parties have reached this agreement in lieu of condemnation proceedings.

27. ***Broker Representation***

Buyer and Seller warrant to one another that neither is represented in this transaction by a broker and no commissions will be due as a result of this transaction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

Lineberry Properties, Inc.

Mark Lineberry, Seller

Gary Merritt, Seller

BUYER:

The City of Mt. Juliet, Tennessee

Kenneth D. Martin, City Manager

Approved as to form:

By: _____
L. Gino Marchetti, Jr., City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Land in Wilson County, Tennessee, being Lot No. 19 and 20 on the Final Subdivision Plan Lot 19 & 20 Parkview of record in Plat [Book 18, Page 445](#), in the Register's Office for Wilson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

RESOLUTION -2024

A RESOLUTION APPROVING THE SALES AGREEMENT FOR THE CITY OF MT. JULIET TO PURCHASE LAND FOR THE PARKS DEPARTMENT FROM LINEBERRY PROPERTIES, INC AND GARY MERRITT LOCATED AT 1025 CHARLIE DANIELS PARKWAY, MAP 054, PARCEL 114.03 BEING APPROXIMATELY 1.12 ACRES AND AUTHORIZING THE CITY MANAGER TO SIGN THE CONTRACT AND CLOSE ON THE PROPERTY

WHEREAS, the City of Mt. Juliet Parks Department desires to increase the park land at Charlie Daniels Park; and

WHEREAS, the property located at 1025 Charlie Daniels Parkway is adjacent to both the police station and the park and is best situated to be used for this purpose; and

WHEREAS, the city of Mt. Juliet Board of Commissioners desire to purchase approximately 1.12 acres from Lineberry Properties, Inc. and Gary Merritt, map 054, parcel 114.03; and

WHEREAS, the purchase price of the property is \$1,560,000.

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

Section 1. The City of Mt. Juliet Board of Commissioners approves the attached Purchase and Sale Agreement with Lineberry Properties, Inc. and Gary Merritt for \$1,560,000 being located at 1025 Charlie Daniels Parkway, map 054, parcel 114.03 for park land.

Section 2. The City Manager is authorized to sign the agreement and close on the property upon passage of a budget amendment to fund the purchase.

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.

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

**FIRST READING:
PASSED:**

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

Sheila Luckett, MMC
City Recorder

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 0582
11.B.

Agenda Date: 3/11/2024

Agenda #:

Title:

**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**

ORDINANCE 2024-_____

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

WHEREAS the City of Mt. Juliet desires to purchase the land located at 1025 Charlie Daniels Parkway, map 054, parcel 114.03 from Lineberry Properties, Inc. and Gary Merritt for \$1,560,000; and

WHEREAS, this property is located between the City of Mt. Juliet Police Department and Charlie Daniels Park; and

WHEREAS, the purchase of this property would allow for the expansion of the City's Charlie Daniels Park.

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:

110-44700-910	Land	\$ 1,560,000
---------------	------	--------------

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



Mt. Juliet, Tennessee

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

Staff Report

File #: 0561
12.A.

Agenda Date: 3/11/2024

Agenda #:

Title:

A RESOLUTION APPROVING THE SALES AGREEMENT FOR THE CITY OF MT. JULIET TO SELL THE LAND AND BUILDING LOCATED AT 2365 N. MT. JULIET RD., MAP 072-I, GROUP A, PARCEL 21.0 BEING APPROXIMATELY 0.2 ACRES AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

PURCHASE AND SALE AGREEMENT

1. *Parties.*

This Purchase and Sale Agreement (this “Agreement”) is made and entered into by and between **The City of Mt. Juliet** of 2425 N. Mt. Juliet Rd., Mt. Juliet, TN 37122 (“Seller”), and **Mark Lineberry**, whose address is PO Box 2155, Mt. Juliet, TN 37121, or assigns (“Buyer”) intended to be effective the date last signed by the parties (the “Effective Date”).

2. *Premises.*

For and in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer agrees to purchase from Seller, and Seller agrees to sell and convey to Buyer the property known as Tax Map 72-I, Group A, Parcel 21.00 on the Wilson County Property Assessor’s maps, known as and located at 2365 N. Mt. Juliet Road, Mt. Juliet, Wilson County, Tennessee, and being depicted on Exhibit “A” attached hereto and by this reference made a part hereof, and which will be legally described on Exhibit “B”, together with all improvements, if any, located on such real estate and all rights, privileges, leases, licenses, utilities, signage, permits, access and other easements appurtenant thereto (hereinafter referred to collectively as the “Premises”).

3. *Purchase Price.*

The purchase price shall be **Six Hundred Eighty Thousand and No/100 Dollars (\$680,000.00)** (the “Purchase Price”). Within ten (10) days after Buyer’s receipt of a fully executed original of this Agreement, Buyer shall deposit the sum of **Ten Thousand and No/100 Dollars (\$10,000.00)** as earnest money (the “Initial Earnest Money”) with Lawyer’s Escrow Services, Inc. as escrow agent (“Escrow Agent”). Buyer, Seller and Escrow Agent will enter into an escrow agreement prepared by Escrow Agent and reasonably acceptable to Buyer and Seller. The balance of the Purchase Price shall be payable by Buyer to Seller by wire transfer of funds at Closing subject to applicable adjustments and prorations.

4. *Title.*

At closing, Seller shall execute and deliver to Buyer a customary form of special warranty deed duly executed by Seller and in form for recordation conveying good, marketable, and insurable fee simple title to the Premises to Buyer. Buyer shall order a commitment for an Owner’s Policy of Title Insurance with the Escrow Agent (the “Title Commitment”). The Title Commitment shall state that all standard exceptions shall be deleted in the final policy and shall obligate the title company to insure good and marketable fee simple title in the name of Buyer upon closing and to provide all affirmative coverages deemed necessary by Buyer. Within thirty (30) days after receipt of the Title Commitment, legible copies of all exception documents, and the current Survey defined in Section 5 below, Buyer shall notify Seller of any matters identified in

the Title Commitment or Survey to which Buyer objects. Any matters to which Buyer does not timely object shall be deemed permitted exceptions (the “Permitted Exceptions”). Seller may, at its sole option but without obligation, cure the objections within thirty (30) days of receipt of such notice. In the event that Seller fails or refuses to cure all of said objections within said time period, Buyer may, at its option, either: (a) waive such objections and proceed with closing without adjustment of the purchase price, in which event all matters subject to an objection which have not been cured will be deemed Permitted Exceptions provided, however, that Seller shall be obligated to cure any title objection which is a lien on the Premises resulting from a loan to Seller or assumed by Seller and mechanics’ liens, judgments, tax liens and other liens, claims or encumbrances capable of satisfaction, discharge or release upon the payment of an ascertainable sum of money (collectively, a “Monetary Encumbrance”) on or before closing and Seller may do so out of the Purchase Price proceeds; or (b) terminate this Agreement.

5. ***Survey.***

Within five (5) days after the Effective Date, Seller shall deliver to Buyer any existing survey of the Premises in Seller’s possession. If Seller does not have a survey, Buyer may order a certified ALTA/ACSM Land Title Survey (the “Survey”) of the Premises at Buyer’s expense. If any condition revealed by the Survey is unacceptable to Buyer for its intended use of the Premises, Buyer may object in accordance with Section 4 above.

6. ***Inspection Period.***

Buyer hereby waives any inspection period.

7. ***Site Conditions.***

(a) Within thirty (30) days of the Effective Date, Buyer may enter upon the Premises and make all necessary inspections, engineering and soil tests required to satisfy Buyer that the Premises are suitable for Buyer’s intended use. Buyer shall restore the Premises to as near its original condition as reasonably possible following such inspections and shall indemnify, defend, and hold Seller harmless from any claims, liability or expenses associated therewith, which obligation shall survive closing or termination of this Agreement.

8. ***Representations and Warranties.***

Seller hereby represents and warrants to Buyer as follows:

(a) Title. Seller presently has and will have at closing record title to the Premises. No party other than Seller claims any unrecorded or undisclosed legal or equitable interest in the Premises.

All representations and warranties hereinabove set forth or contained elsewhere in this Agreement shall be deemed to have been confirmed by Seller at closing with the same force and

effect as though such representations and warranties had been made on and as of the closing date.

9. ***Taxes and Assessments.***

As Seller is a municipality, no taxes are currently assessed against the Property. Buyer shall be responsible for all taxes after closing. Seller shall pay and discharge any liens levied on or against the Premises before closing or they shall be deducted from the balance of the Purchase Price.

10. ***Risk of Loss.***

In the event any portion of the Premises is taken by eminent domain or condemnation, or if any improvements on said property are destroyed or materially damaged prior to transfer of title, Buyer may terminate this Agreement and be refunded the Earnest Money or may affirm this Agreement by notice to Seller and complete the purchase of the Premises without reduction of the Purchase Price in which case Seller shall assign all rights to the condemnation or insurance proceeds to Buyer. Unless otherwise agreed by Purchaser, Seller agrees to convey the Premises at closing free and clear of all tenancies and to deliver vacant possession of the Premises to Buyer in the same condition as it is now, reasonable wear and tear excepted.

11. ***Remedies for Default.***

(a) Upon the failure of Seller to comply with the terms hereof within the stipulated time and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that Buyer may cancel the Agreement or, at Buyer's option, proceed with the following specified rights and remedies at law or in equity against Seller: specific performance, and/or recovery of damages in the form of costs, expenses, and fees incurred by Buyer in connection with this Agreement.

(b) Upon the failure of Buyer to comply with the terms hereof within the stipulated time, and after receipt of notice of said default with a ten (10) day right to cure, it is understood and agreed by and between the parties hereto that Seller may, at Seller's option, exercise its rights at law or in equity to enforce specific performance and/or recovery of damages in the form of costs, damages, expenses, and fees incurred by Seller in connection with this Agreement.

(c) If either party is required to institute suit against the other party to enforce its rights under this Agreement, and if such party obtains a valid non-appealable judgment or final judgment against the other party, the non-prevailing party agrees to pay all reasonable costs, expenses and reasonable attorney's fees of the prevailing party attributable to the enforcement of this Agreement.

12. ***Time and Place of Closing.***

The time of closing shall be on or before one hundred twenty (120) days after the after the effective date of this agreement. The closing shall take place at such location as may be mutually agreed to by Seller and Buyer.

13. ***Closing Costs and Obligations.***

(a) At closing, Seller shall pay for: (i) all recording fees for title clearing matters, if any; (ii) any rollback taxes or similar taxes or fees assessed on the Premises; (iii) Seller's attorney's fees; and (iv) such other costs as the parties may agree in writing.

(b) At closing, Buyer shall pay for: (i) all title insurance premiums; (ii) all of Buyer's due diligence costs; (iii) any escrow fees; (iv) all recording fees and the Tennessee conveyance tax, except with regard to title clearing matters; (v) Buyer's attorney's fees; and (vi) such other costs as the parties may agree in writing.

(c) At closing, Seller shall provide: (i) the special warranty deed duly executed and acknowledged by Seller; (ii) a certificate necessary to establish the non-foreign status of Seller under Section 1445 of the Internal Revenue Code of 1986, as amended; (iii) evidence that all costs which Seller is obligated to pay as set forth in Section 4 or elsewhere in this Agreement have been paid or, to the extent such sums have not been paid, Buyer shall receive a credit against the Purchase Price for all unpaid sums and Buyer shall assume all of Seller's obligations for payment of such sums.

(d) At closing, Buyer shall provide: (i) wired funds into an escrow account designated by Escrow Agent representing the balance of the Purchase Price due in accordance with Section 3 and other applicable provisions herein; (ii) such instruments as are necessary or reasonably required by Seller or the Title Company to consummate the transaction contemplated hereby, including evidence of authority of Buyer to consummate the purchase and sale transaction contemplated hereby and to execute and deliver the closing documents on Buyer's part to be delivered; and (iii) a closing statement itemizing the Purchase Price and all adjustments thereto as provided herein.

(e) Seller's City Manager will present this Agreement to the Seller's Board of Commissioners for consideration and approval during its regular meeting on February 26, 2024 ("First Reading") and its regular meeting on March 11, 2024 ("Second Reading"). If this Agreement is approved by the Seller's Board of Commissioners, Seller's City Manager is authorized to execute this Agreement for and on behalf of Seller, which, upon execution by both Parties, shall become a mutually valid and binding Agreement according to its terms.

14 ***Captions.***

Captions of paragraphs are inserted as a matter of convenience only and do not define, limit or extend the scope or intent of this agreement or any provision hereof.

15. ***Governing Law.***

This Agreement shall be construed in accordance with the laws of the state in which the Premises are located.

16. ***Multiple Counterparts.***

This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original document and all of which together shall constitute but one and the same document. Delivery of this Agreement or a counterpart thereof by electronic mail will constitute valid delivery; however, the parties agree to replace signature pages delivered by electronic mail with original signature pages as soon as is reasonably possible.

17. ***Notices.***

Any and all notices required shall be in writing and sent to:

Buyer:

Mark Lineberry
PO Box 2155
Mt. Juliet, TN 37121
Telephone: (615) 456-3130
Email: LineberryEsq@gmail.com

Seller:

City of Mt. Juliet
Attn. Kenny Martin, City Manager
2425 N. Mt. Juliet Rd
Mt. Juliet, TN 37122
Telephone: (615) 754-2552
E-mail: kmartin@mtjuliet-tn.gov

With a copy to:

L. Gino Marchetti, Jr., City Attorney
Taylor, Pigue, Marchetti & Blair, PLLC
2908 Poston Ave.
Nashville, TN 37203
Telephone: (615) 320-3225
E-mail: gmarchetti@tpmblaw.com

All notices shall be delivered either in person with a receipt requested therefor, by electronic mail, or sent by a recognized overnight courier service for next day delivery, addressed to the parties at their respective addresses set forth above. Such notices shall be effective upon first attempted delivery with notices by electronic mail being confirmed by receipt confirmation.

18. ***Entire Agreement.***

This Agreement constitutes the entire agreement between the parties and may not be changed except in writing signed by all parties or their attorneys. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties, their heirs, personal administrators, successors and assigns.

19. ***Agreement Construction.***

Buyer and Seller acknowledge that this Agreement was prepared after substantial negotiations between the parties. This Agreement shall not be interpreted against either party solely because such party or its counsel drafted this Agreement. The use of the single shall include the plural, and the use of the plural shall include the single, as the context implies.

20. ***Assignment.***

Buyer may assign all or part of its interest, rights and obligations in this Agreement after obtaining Seller's prior written consent; however, Buyer's post-closing obligations may not be assigned, assumed or delegated.

21. ***Possession of Premises.***

Seller shall deliver full and exclusive possession of the Premises at the time of closing subject to the rights of the tenant in possession under a written lease agreement.

22. ***Time of the Essence.***

Time is of the essence of this Agreement. This offer shall expire and become null and void if not accepted by Seller before 5pm on March 30, 2024.

23. ***Survival of Representations and Warranties.***

The representations and warranties set forth in this Agreement shall terminate at closing.

24. ***Severability.***

In the event that any condition, covenant, or provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other condition, covenant, or provision

herein contained. If such condition, covenant, or provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or provision shall be deemed valid to the extent of the scope or breadth permitted by law.

25. ***Exchange of Properties.***

Buyer and Seller agrees that, at either's request, the one shall cooperate with the other in structuring this transaction as a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and the Regulations (the "Regs") promulgated thereunder, provided that the other shall not be obligated to incur any additional expense or liability as a result thereof, and an exchange shall not extend the closing date without the written consent of the other. Seller reserves the right to assign Seller's rights, but not Seller's obligations, hereunder to a Qualified Intermediary, as defined in the Regs, on or before closing.

26. ***Broker Representation***

Buyer and Seller warrant to one another that neither is represented in this transaction by a broker and no commissions will be due as a result of this transaction. Purchaser discloses that he is a licensed Tennessee Affiliate Broker as well as a licensed Tennessee Attorney at Law. These are the only brokers involved in this transaction and if any claim is made or brought by any other Broker in connection with this transaction, the party whose agreement gave rise to such claim shall indemnify the other for any damage or expense sustained in connection therewith including, without limitation, reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER:

MARK LINEBERRY

Mark Lineberry

Date of Buyer Execution: _____

SELLER:

CITY OF MT. JULIET

By: _____
Kenneth D. Martin, City Manager

Date of Seller Execution: _____

Approved as to form:

By: _____
L. Gino Marchetti, Jr., City Attorney

EXHIBIT A

DEPICTION OF THE PREMISES



EXHIBIT B

LEGAL DESCRIPTION OF THE PREMISES

MAP 72I-A. PARCEL 21.00 Tract No. 75

Parcel No. 1

BEGINNING at a point on the southwestern corner of the property owned, said point located on the northern present right of way of East Caldwell Street, said point also located on the eastern present right of way of State Route 171 (Mt. Juliet Road), and being 10 feet, more or less, right of State Route 171 (Mt. Juliet Road) survey centerline station 141+80, more or less; thence north 07 degrees 20 minutes 59 seconds east along the present right of way of State Route 171 (Mt. Juliet Road), and being 92.00 feet to a point located on the northwestern corner of the property owned, the common corner with property owned by Marshall D. Belew and Billie J. Belew of record in Book 891, Page 1772, Register's Office for Wilson County, and being 11 feet, more or less, right of State Route 171 (Mt. Juliet Road) survey centerline station 142+72, more or less; thence south 78 *degrees 17* minutes 09 seconds east along the common line, and being 34.79 feet to a point on the common line, said point also located on the eastern proposed right of way of State Route 171 (Mt. Juliet Road), and being 46.00 feet right of State Route 171 (Mt. Juliet Road) survey centerline station 142+68.06; thence south 06 degrees 33 minutes 50 seconds west along the proposed right of way of State Route 171 (Mt. Juliet Road), and being 34.47 feet to a point, 46.00 feet right of State Route 171 (Mt. Juliet Road) survey *centerline* station 142+32.59; thence with a curve to the left having a radius of 45.00 feet, along the proposed right of way of State Route 171 (Mt. Juliet Road), an arc length of 74.95 feet to a point located on the northern present right of way of East Caldwell Street, and being 95.26 feet right of State Route 171 (Mt. Juliet Road) survey centerline station 141+88.79; thence southwesterly with a curve to the left having a radius of 1,015.00 feet along the present right of way of East Caldwell Street, an arc length of 20.07 feet to a point; thence north 90 degrees 00 minutes 00 seconds west along the present right of way of East Caldwell Street, and being 65.63 feet to the POINT OF BEGINNING, containing 3,673 square feet, more or less. BEING a portion of the same property conveyed to the Grantor of record in Deed Book 241, Page 304, Register's Office for Wilson County.

RESOLUTION -2024

A RESOLUTION APPROVING THE SALES AGREEMENT FOR THE CITY OF MT. JULIET TO SELL THE LAND AND BUILDING LOCATED AT 2365 N. MT. JULIET RD., MAP 072-I, GROUP A, PARCEL 21.0 BEING APPROXIMATELY 0.2 ACRES AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT

WHEREAS, the City of Mt. Juliet Board of Commissioners desires to sell the property located at 2365 N. Mt. Juliet Rd; and

WHEREAS, the property was originally purchased for the Mt. Juliet Sewer Department; and

WHEREAS, the City has outgrown the building and no longer has need for the property; and

WHEREAS, the Board of Commissioners agrees to sell the property to Mark Lineberry for \$680,000.

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

Section 1. The City of Mt. Juliet Board of Commissioners approves the attached Purchase and Sale Agreement for the property located at 2365 N. Mt. Juliet Rd, map 072-I, parcel 21.0 to Mark Lineberry for \$680,000.

Section 2. The City Manager is authorized to sign the agreement and execute the sale of the property.

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.

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

**FIRST READING:
PASSED:**

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

Sheila Luckett, MMC
City Recorder

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney



Mt. Juliet, Tennessee

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

Staff Report

File #: 0572
12.B.

Agenda Date: 3/11/2024

Agenda #:

Title:

**A RESOLUTION DECLARING A FORFEITED VEHICLE AS SURPLUS TO BE
DISPOSED OF BY CITY OF MT. JULIET POLICE DEPARTMENT**

RESOLUTION -2024

A RESOLUTION DECLARING A FORFEITED VEHICLE AS SURPLUS TO BE DISPOSED OF BY CITY OF MT. JULIET POLICE DEPARTMENT

WHEREAS, the City of Mt. Juliet Police Department recently apprehended individuals who stole a vehicle; and

WHEREAS, in the process of apprehension the vehicle suffered extensive damage rendering it with little to no value; and

WHEREAS, the owner of the vehicle forfeited it to the police department for disposal; and

WHEREAS, the vehicle is identified as follows:

2013 Chrysler 300 VIN- 2C3CCAAG6DH608987; and

WHEREAS, the vehicle will be hauled off for scrap material.

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

1. The property listed is hereby declared to be surplus property.
2. The property shall be hauled off for scrap materials.
3. The City Finance Director is empowered to execute the documents required to effect this resolution.

FIRST READING:

PASSED:

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

Sheila Luckett, MMC
City Recorder

APPROVED AS TO FORM:

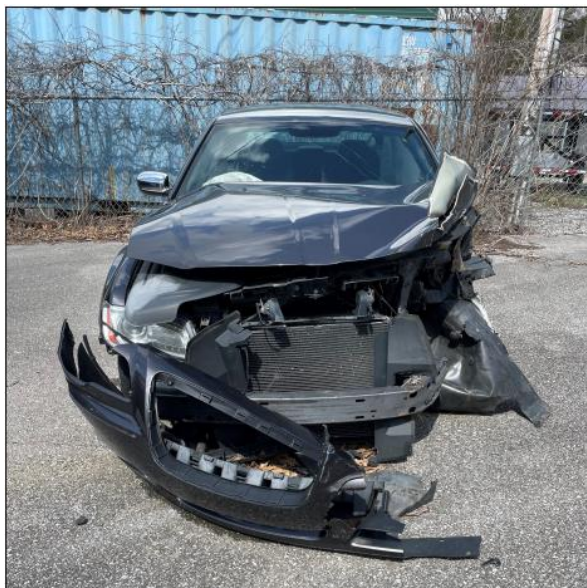
L. Gino Marchetti, Jr.
City Attorney

Executive Summary

RESOLUTION XX-2024

A RESOLUTION DECLARING A FORFEITED VEHICLE AS SURPLUS TO BE DISPOSED OF BY CITY OF MT. JULIET POLICE DEPARTMENT

1. Who: City of Mt. Juliet Police Dept
2. What: Declare a 2013 Chrysler 300 VIN- 2C3CCAAG6DH608987 as surplus.
3. Why: . A vehicle in our Impound Lot was stolen and the thieves were involved in a car chase with our officers that resulted in them crashing and totaling the vehicle (entire front end is smashed beyond repair and all of the windows busted). The owner decided that the cost to pay the tow and impound fees, plus towing it back out of the lot were more than the vehicle was worth, so he forfeited the vehicle to us.





Mt. Juliet, Tennessee

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

Staff Report

File #: 0575
12.C.

Agenda Date: 3/11/2024

Agenda #:

Title:

A RESOLUTION OF THE CITY OF MT. JULIET, TENNESSEE, AUTHORIZING THE MAYOR/CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF MT. JULIET AND THE PARENT COMPANY TO ESTABLISH GUARANTEED MAXIMUM PRICE FOR PHASE 2 WORK FOR THE POLICE DEPARTMENT HEADQUARTERS FACILITY, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

RESOLUTION 2024 -

A RESOLUTION OF THE CITY OF MT. JULIET, TENNESSEE, AUTHORIZING THE MAYOR/CITY MANAGER TO EXECUTE AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF MT. JULIET AND THE PARENT COMPANY TO ESTABLISH GUARANTEED MAXIMUM PRICE FOR PHASE 2 WORK FOR THE POLICE DEPARTMENT HEADQUARTERS FACILITY, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

WHEREAS, The City of Mt. Juliet Board of Commissioners approved a contract with The Parent Company, Inc. for construction management services related to a new Police Department Headquarters; and

WHEREAS, The Parent Company issued, evaluated, and compiled the second bid package for the construction of the headquarters; and

WHEREAS, The Parent Company submitted a change order to the guaranteed maximum price for the complete construction which is attached hereto; and

WHEREAS, The Board of Commissioners desires to accept the change order and approve the amendment to the agreement.

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

Section 1. That the Mayor/City Manager is hereby authorized to execute an amendment to the agreement by and between the City of Mt. Juliet and The Parent Company to establish guaranteed maximum price for phase II work for the Police Department Headquarters Facility, a copy of said agreement being attached hereto and made a part of this resolution by reference.

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.

**FIRST READING:
PASSED:**

James Maness, Mayor

Kenneth D. Martin, City Manager

ATTEST:

Sheila Luckett, MMC
City Recorder

APPROVED AS TO FORM:

L. Gino Marchetti, Jr.
City Attorney

CHANGE ORDER

G701

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

PROJECT: Mt Juliet Police Department
(Name and address) 1019 Charlie Daniels Parkway
Mt Juliet, TN 37122

CHANGE ORDER NO.: 1
INITIATION DATE: 03/04/24
ARCHITECT PROJECT NO.:
CONTRACT FOR: General Construction
CONTRACT DATE: 08/28/23

TO CONTRACTOR: The Parent Company, Inc.
(Name and address) 241 Wilson Pike Circle
Brentwood, TN 37027

You are directed to make the following changes in this Contract:

Incorporate Work Package 02 scope of work issued by Architect Workshop dated 12/4/23
(See Attachment A for list of documents)

Construction cost less accepted VE items	Add	\$21,479,616.00
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TOTAL	\$21,479,616.00
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Not valid until signed by the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$	7,623,378.00
Net change by previously authorized Change Orders	\$	-
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$	7,623,378.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	\$	\$21,479,616.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$	29,102,994.00
The Contract Time will be (increased) (decreased) (unchanged) by		
The date of Substantial Completion as of the date of this Change Order therefore is		

Authorized:

Architect Workshop
ARCHITECT

The Parent Company, Inc.
CONTRACTOR

City of Mt Juliet
OWNER

700 Melpark Drive
Address

241 Wilson Pike Circle
Address

2425 N Mt Juliet Road
Address

Nashville, TN 37204

Brentwood, TN 37027

Mt Juliet, TN 37122

By

By

By

Date

Date

Date

Project: Police Department
 Owner: City of Mount Juliet 48961 sf
 Location: 1019 Charlie Daniels Parkway
 Est. by: JC/JB
 Architect: Architect Workshop

SPEC DIV	BID ITEM #	DESCRIPTION OF WORK	TOTAL W/BURDEN & TAX	COST PER SF
	1	Supervision	328,425	6.71
	2	Equipment Rent	44,427	0.91
	3	Permits/Fees	0	0.00
	4	Clean up and Dumpsters	66,417	1.36
	5	Temporary Facilities/Const.	172,220	3.52
	6	Allowances	0	0.00
	7	Concrete	39,842	0.81
	8	Masonry and Stone	1,769,580	36.14
	9	Metals	590,421	12.06
	10	Rough Carpentry	298,316	6.09
	11	Millwork and Tops	674,719	13.78
	12	Waterprfg/Dampprfg/Air Barrier	283,641	5.79
	13	Thermal Insulation	90,795	1.85
	14	Metal Roof and Wall Panels	0	0.00
	15	Metal Roof Panels	0	0.00
	16	Aluminum Composite Panels	191,600	3.91
	17	GFRC Rain Screen	461,825	9.43
	18	Membrane Roofing/Roof Anchors	548,425	11.20
	19	Roof and Plaza Deck Pavers	0	0.00
	20	Sealants and Firestopping	25,000	0.51
	21	Expansion Joints	0	0.00
	22	Doors and Frames	1,674	0.03
	23	Coiling Doors	65,225	1.33
	24	Alum. Storefront/Window Wall	902,100	18.42
	25	Security/ Transaction Windows	0	0.00
	26	Door Hardware	823,910	16.83
	27	Automatic Door Operators	0	0.00
	28	Wall Vents-Louvers	56,683	1.16
	29	Drywall	1,122,990	22.94
	30	Hard Tile and Precast Terrazzo	409,970	8.37
	31	Acoustical Tile	291,214	5.95
	32	Flooring	694,642	14.19
	33	Resinous Flooring	25,351	0.52
	34	Access Flooring	56,800	1.16
	35	Fiberglass Reinforced Plastic Panels	4,132	0.08
	36	Painting and Wallcoverings	197,560	4.04
	37	Postal Specialties	14,855	0.30
	38	Toilet Compartments	20,056	0.41
	39	Operable Coiling Partitions	102,744	2.10
	40	Ballistic Panels	0	0.00
	41	Toilet Accessories	34,114	0.70
	42	Fire Extinguishers	14,415	0.29
	43	Canopies	51,839	1.06
	44	Flagpoles	25,469	0.52
	45	Commercial Laundry Equipment	0	0.00
	46	Parking Gates	0	0.00
	47	Photographic Equipment	12,455	0.25
	48	Appliances,Hoods	50,000	1.02
	49	Laboratory Equipment	0	0.00
	50	Vehicle Cleaning Equipment	0	0.00
	51	Central Vacuum System	10,000	0.20
	52	Detention Equipment	0	0.00

	53	Roller Shades	114,128	2.33
	54	Lab Casework	0	0.00
	55	Stainless Steel Countertops	14,750	0.30
	56	Metal Building Systems	0	0.00
	57	Cathodic Protection	0	0.00
	58	Elevators	140,508	2.87
	59	Fire Suppression	243,000	4.96
	60	Plumbing	0	0.00
	61	HVAC	4,074,542	83.22
	62	Electrical/ Fire Alarm	3,210,732	65.58
	63	Communications	0	0.00
	64	Electronic Safety and Security	0	0.00
	65	Termite Treatment	0	0.00
	66	Micropiles	0	0.00
	67	Grading and Storm	2,200	0.04
	68	Utilities	0	0.00
	69	Landscaping and Irrigation	288,000	5.88
	70	Fences and Gates	241,000	4.92
	71	Site Concrete and Improvements	390,973	7.99
	72	Site and Structure Early Package	0	0.00
	73	Equipment Early Package	0	0.00
	74	Lockers	31,967	0.65
	75	Glass Marker Boards	30,266	0.62
	76	General Equipment Schedule	52,283	1.07
	77	Evidence Lockers	34,372	0.70
	78	Specialty Equipment Schedule	8,656	0.18
	79	Lab Equipment Schedule	229,973	4.70
	80	Acoustical Insulation	0	0.00
	81	Demolition	0	0.00
	82	Asphalt Paving and Curbs	8,978	0.18
	83	Covered Parking Structure	0	0.00
	84	Structured Cabling	175,229	3.58
	85	AV system	0	0.00
	86	Access Control-Video Surveillance	0	0.00
	87	Paging System	0	0.00
	88	Corner Guards	17,670	0.36
	89	Signage	165,000	3.37
	90	Contingency	400,000	8.17
	91	Mock Up Allowance	25,000	0.51
	92	Fee	603,956	12.34
	93	Bond	134,722	2.75
			21,211,752	433.24

WP-01	\$	7,623,378
WP-02	\$	21,211,752
Equip	\$	886,764
Total	\$	29,721,894
Vehicle Annex	\$	908,172
Trailer Annex	\$	294,895
Covered Parking	\$	343,675
	\$	31,268,636
Less Accepted VE	\$	(1,017,877)
Less WP-01 deduct	\$	(261,000)
TOTAL	\$	29,989,759

Project: MJPD - Trailer Annex
Owner: City of Mount Juliet
Location: 1019 Charlie Daniels Parkway
Est. by: JC/JB
Architect: Architect Workshop

SPEC DIV	BID ITEM #	DESCRIPTION OF WORK	TOTAL W/BURDEN & TAX	COST PER SF
	1	Supervision	0	0.00
	2	Permits	0	0.00
	3	Clean up and Dumpsters	1,906	0.77
	4	Temporary Facilities/Const.	0	0.00
	5	Allowances	0	0.00
	6	Commissioning	0	0.00
	7	Concrete	69,710	28.29
	8	Masonry and Stone	0	0.00
	9	Metals	3,175	1.29
	10	Rough Carpentry	0	0.00
	11	Millwork and Tops	0	0.00
	12	Waterprfg/Dsmprprfg/Air Barrier	0	0.00
	13	Thermal Insulation	0	0.00
	14	Metal Roof and Wall Panels	0	0.00
	15	Metal Roof Panels	0	0.00
	16	Aluminum Composite Panels	0	0.00
	17	GFRC Rainscreen	0	0.00
	18	Membrane Roofing	0	0.00
	19	Roof and Plaza Deck Pavers	0	0.00
	20	Sealants and Firestopping	0	0.00
	21	Expansion Joints	0	0.00
	22	Doors and Frames	0	0.00
	23	Coiling Doors	0	0.00
	24	Alum. Storefront/Window Wall	0	0.00
	25	Security Windows	0	0.00
	26	Door Hardware	0	0.00
	27	Automatic Door Operators	0	0.00
	28	Wall Vents	0	0.00
	29	Drywall	0	0.00
	30	Hard Tile and Pracst Terrazzo	0	0.00
	31	Acoustical Tile	0	0.00
	32	Flooring	0	0.00
	33	Resinous Flooring	0	0.00
	34	Access Flooring	0	0.00
	35	Fiberglass Reinforced Plastic Panels	0	0.00
	36	Painting and Wallcoverings	13,600	5.52
	37	Postal Specialties	0	0.00
	38	Toilet Compartments	0	0.00
	39	Operable Coiling Partitions	0	0.00
	40	Ballistic Panels	0	0.00
	41	Toilet Accessories	0	0.00
	42	Fire Extinguishers	1,149	0.47
	43	Canopies	0	0.00
	44	Flagpoles	0	0.00
	45	Commercial Laundry Equipment	0	0.00
	46	Parking Gates	0	0.00
	47	Photographic Equipment	0	0.00
	48	Appliances,Hoods,	0	0.00
	49	Laboratory Equipment	0	0.00
	50	Vehicle Cleaning Equipment	0	0.00
	51	Central Vacuum System	0	0.00
	52	Detention Equipment	0	0.00
	53	Roller Shades	0	0.00
	54	Lab Casework	0	0.00
	55	Stainless Steel Countertops	0	0.00
	56	Metal Building Systems	150,255	60.98
	57	Cathodic Protection	0	0.00
	58	Elevators	0	0.00
	59	Fire Suppression	0	0.00
	60	Plumbing	0	0.00
	61	HVAC	0	0.00
	62	Electrical	38,000	15.42
	63	Communications	0	0.00
	64	Electronic Safety and Security	0	0.00
	65	Termite Treatment	0	0.00
	66	Drilled Micropiles	0	0.00
	67	Grading and Storm	0	0.00
	68	Utilities	0	0.00
	69	Landscaping and Irrigation	0	0.00
	70	Fences and Gates	0	0.00
	71	Site Concrete and Improvements	0	0.00
	72	Site and Structure Early Package	0	0.00
	73	Equipment Early Package	0	0.00
	74	Lockers	0	0.00
	75	Glass Marker Boards	0	0.00
	76	General Equipment Schedule	5,464	2.22
	77	Evidence Lockers	0	0.00
	78	Specialty Equipment Schedule	0	0.00
	79	Lab Equipment Schedule	0	0.00
	80	Fee	8,356	3.39
	81	Bond	3,281	1.33
	82		0	0.00
	83		0	0.00
	84		0	0.00
	85		0	0.00
TOTAL			294,895	119.68

Project: MJPD - Vehicle Annex
Owner: City of Mount Juliet
Location: 1019 Charlie Daniels Parkway
Est. by: JC/JB
Architect: Architect Workshop

SPEC DIV	BID ITEM #	DESCRIPTION OF WORK	TOTAL W/BURDEN & TAX	COST PER SF
	1	Supervision	0	0.00
	2	Permits	0	0.00
	3	Clean up and Dumpsters	4,512	1.55
	4	Temporary Facilities/Const.	0	0.00
	5	Allowances	0	0.00
	6	Commissioning	0	0.00
	7	Concrete	95,379	32.75
	8	Masonry and Stone	0	0.00
	9	Metals	7,143	2.45
	10	Rough Carpentry	1,902	0.65
	11	Millwork and Tops	0	0.00
	12	Waterprfg/Dampprfg/Air Barrier	0	0.00
	13	Thermal Insulation	0	0.00
	14	Metal Roof and Wall Panels	0	0.00
	15	Metal Roof Panels	0	0.00
	16	Aluminum Composite Panels	0	0.00
	17	GFRG Rainscreen	0	0.00
	18	Membrane Roofing	0	0.00
	19	Roof and Plaza Deck Pavers	0	0.00
	20	Sealants and Firestopping	1,500	0.52
	21	Expansion Joints	0	0.00
	22	Doors and Frames	23,768	8.16
	23	Coiling Doors	79,148	27.18
	24	Alum. Storefront/Window Wall	0	0.00
	25	Security Windows	0	0.00
	26	Door Hardware	725	0.25
	27	Automatic Door Operators	0	0.00
	28	Wall Vents	1,567	0.54
	29	Drywall	1,600	0.55
	30	Hard Tile and Pracst Terrazzo	0	0.00
	31	Acoustical Tile	0	0.00
	32	Flooring	5,550	1.91
	33	Resinous Flooring	0	0.00
	34	Access Flooring	0	0.00
	35	Fiberglass Reinforced Plastic Panels	0	0.00
	36	Painting and Wallcoverings	14,900	5.12
	37	Postal Specialties	0	0.00
	38	Toilet Compartments	0	0.00
	39	Operable Coiling Partitions	0	0.00
	40	Ballistic Panels	0	0.00
	41	Toilet Accessories	0	0.00
	42	Fire Extinguishers	0	0.00
	43	Canopies	25,100	8.62
	44	Flagpoles	0	0.00
	45	Commercial Laundry Equipment	0	0.00
	46	Parking Gates	0	0.00
	47	Photographic Equipment	0	0.00
	48	Appliances,Hoods,	0	0.00
	49	Laboratory Equipment	0	0.00
	50	Vehicle Cleaning Equipment	23,733	8.15
	51	Central Vacuum System	0	0.00
	52	Detention Equipment	0	0.00
	53	Roller Shades	0	0.00
	54	Lab Casework	0	0.00
	55	Stainless Steel Countertops	0	0.00
	56	Metal Building Systems	196,062	67.33
	57	Cathodic Protection	0	0.00
	58	Elevators	0	0.00
	59	Fire Suppression	0	0.00
	60	Plumbing	0	0.00
	61	HVAC	224,463	77.08
	62	Electrical	140,000	48.08
	63	Communications	0	0.00
	64	Electronic Safety and Security	0	0.00
	65	Termite Treatment	0	0.00
	66	Drilled Micropiles	0	0.00
	67	Grading and Storm	0	0.00
	68	Utilities	0	0.00
	69	Landscaping and Irrigation	0	0.00
	70	Fences and Gates	0	0.00
	71	Site Concrete and Improvements	4,140	1.42
	72	Site and Structure Early Package	0	0.00
	73	Equipment Early Package	0	0.00
	74	Lockers	0	0.00
	75	Glass Marker Boards	0	0.00
	76	General Equipment Schedule	22,437	7.71
	77	Evidence Lockers	0	0.00
	78	Specialty Equipment Schedule	0	0.00
	79	Lab Equipment Schedule	0	0.00
	80	Fee	25,772	8.85
	81	Bond	8,772	3.01
	82		0	0.00
	83		0	0.00
	84		0	0.00
	TOTAL		908,172	311.87

Project: Police Department- Covered Parking Structure
 Owner: City of Mount Juliet
 Location: 1019 Charlie Daniels Parkway
 Est. by: JC/JB
 Architect: Architect Workshop

SPEC DIV	BID ITEM #	DESCRIPTION OF WORK	TOTAL W/BURDEN & TAX	COST PER SF
	1	Supervision	0	0.00
	2	Permits	0	0.00
	3	Clean up and Dumpsters	0	0.00
	4	Temporary Facilities/Const.	0	0.00
	5	Allowances	0	0.00
	6	Commissioning	0	0.00
	7	Concrete	87,765	30.14
	8	Masonry and Stone	0	0.00
	9	Metals	0	0.00
	10	Rough Carpentry	0	0.00
	11	Millwork and Tops	0	0.00
	12	Waterprfg/Dampprgf/Air Barrier	0	0.00
	13	Thermal Insulation	0	0.00
	14	Metal Roof and Wall Panels	0	0.00
	15	Metal Roof Panels	0	0.00
	16	Aluminum Composite Panels	0	0.00
	17	GFRG Rainscreen	0	0.00
	18	Membrane Roofing	0	0.00
	19	Roof and Plaza Deck Pavers	0	0.00
	20	Sealants and Firestopping	0	0.00
	21	Expansion Joints	0	0.00
	22	Doors and Frames	0	0.00
	23	Coiling Doors	0	0.00
	24	Alum. Storefront/Window Wall	0	0.00
	25	Security Windows	0	0.00
	26	Door Hardware	0	0.00
	27	Automatic Door Operators	0	0.00
	28	Wall Vents	0	0.00
	29	Drywall	0	0.00
	30	Hard Tile and Pracst Terrazzo	0	0.00
	31	Acoustical Tile	0	0.00
	32	Flooring	0	0.00
	33	Resinous Flooring	0	0.00
	34	Access Flooring	0	0.00
	35	Fiberglass Reinforced Plastic Panels	0	0.00
	36	Painting and Wallcoverings	17,600	6.04
	37	Postal Specialties	0	0.00
	38	Toilet Compartments	0	0.00
	39	Operable Coiling Partitions	0	0.00
	40	Ballistic Panels	0	0.00
	41	Toilet Accessories	0	0.00
	42	Fire Extinguishers	0	0.00
	43	Canopies	0	0.00
	44	Flagpoles	0	0.00
	45	Commercial Laundry Equipment	0	0.00
	46	Parking Gates	0	0.00
	47	Photographic Equipment	0	0.00
	48	Appliances,Hoods,	0	0.00
	49	Laboratory Equipment	0	0.00
	50	Vehicle Cleaning Equipment	0	0.00
	51	Central Vacuum System	0	0.00
	52	Detention Equipment	0	0.00
	53	Roller Shades	0	0.00
	54	Lab Casework	0	0.00
	55	Stainless Steel Countertops	0	0.00
	56	Metal Building Systems	203,748	69.97
	57	Cathodic Protection	0	0.00
	58	Elevators	0	0.00
	59	Fire Suppression	0	0.00
	60	Plumbing	0	0.00
	61	HVAC	0	0.00
	62	Electrical	21,000	7.21
	63	Communications	0	0.00
	64	Electronic Safety and Security	0	0.00
	65	Termite Treatment	0	0.00
	66	Drilled Micropiles	0	0.00
	67	Grading and Storm	0	0.00
	68	Utilities	0	0.00
	69	Landscaping and Irrigation	0	0.00
	70	Fences and Gates	0	0.00
	71	Site Concrete and Improvements	0	0.00
	72	Site and Structure Early Package	0	0.00
	73	Equipment Early Package	0	0.00
	74	Lockers	0	0.00
	75	Glass Marker Boards	0	0.00
	76	General Equipment Schedule	0	0.00
	77	Evidence Lockers	0	0.00
	78	Specialty Equipment Schedule	0	0.00
	79	Lab Equipment Schedule	0	0.00
	80	Fee	9,738	3.34
	81	Bond	3,823	1.31
	82		0	0.00
	83		0	0.00
	84		0	0.00
			343,675	118.02

MJPD

VE Items

Contract Accepted VE Items

3/4/2024

VE #	Description	Budget	Accepted (Y/N/Hold)	
1	Replace concrete canopy at staff entry with metal	TBD Target Number	y	\$ (40,000) Target Number
2		N/A		\$ -
3	Utilize 1/2" tempered glass at interior vs laminated glass	\$ (19,654)		\$ (5,000) Target Number
4	WP-04 (rubber) alternate product	TBD		\$ -
5	Reduce lighting package cost	\$ (60,000) Target number	y	\$ (60,000)
5.1	Change Dispatch lighting from Ketra Daylight mimic to just lights	\$ (20,000) Target number	y	\$ (20,000)
6	Solid surface (Corian Group 1) window stools in lieu of quartz	\$ (6,524)	y	\$ (6,524)
7	Move exterior signage / branding cost to FFE	\$ (152,063)	n	\$ -
8	ACM panel finish confirmed	\$ (21,723)	y	\$ (21,723)
9	PEMB corrugated panels in lieu of standing seam at Annex	\$ (22,099)	y	\$ (22,099)
10	Covered parking- Z girts in lieu of tube steel structure	\$ (58,594)	y	\$ (58,594)
11	GFRC panel - omit thermal tape at vertical girts	\$ (31,033)	y	\$ (31,033)
12	Omit Dayton topcast product at exterior sidewalks (no color)	\$ (10,000) Target number	y	\$ (10,000)
13	Door/Frame/Hardware revision	\$ (99,747)	y	\$ (99,747)
13.1	Door/Frame/Hardware revision - Storm Shelter	\$ (25,000)	h	\$ -
14	Increase ceiling baffle spacing	\$ (20,000) Target Number	y	\$ (20,000)
15	Revise corridors from RF-01 to LVT	\$ (47,791)		\$ (22,000) Target Number
16A	Revise offices from RF-05 to Nora Plan 3mm product	\$ (259,853)	y	\$ (259,853)
OR				
16B	Omit Electrostatic Dissapative from RF-05 flooring (offices)	\$ (99,307)	n	\$ -
17	Provide melamine interiors in cabinets in lieu of plastic laminate	\$ (3,081)		\$ -
18	Revise Blumcraft doors to wood/ glass at display case- Corridor 201	\$ (26,855)	n	\$ -
19	Provide Plam accents in lieu of Forms + Surfaces products	\$ (3,984)	h	\$ -
20	Altenate fencing at mech yard enclosure	TBD	h	\$ -
21	Revise WT-02 tile to similar WT-03 tile	\$ (15,517)	y	\$ (8,000) Target Number
22	HVAC - Omit double wall duct for outside air and relief air plenums Single wall insulated plenums	\$ (11,566)	y	\$ (11,566)
23	HVAC-- Omit metal jacket on pipe and duct in penthouse above 7'	\$ (10,344)	y	\$ (10,344)
24	HVAC - omit doublewall rectangular duct and used single wall lined ductwork	\$ (12,001)	N	\$ -
25	HVAC - Omit AC 7&8, CU -7&8 in penthouse. Use existing heaters for heat- no cooling	\$ (20,955)	N	\$ -
26	Altenate plumbing fixture package	\$ (16,870)	h	\$ -
27	HVAC - DDC Controls options	TBD	h	\$ -
28	Drywall - omit abuse resistant board above ceiling. Use standard type x drywall at locations on the 2nd floor and 1st floor. Keep abuse resistant at lobby, interview rooms, interview restroom and interview corridor to above ceiling	\$ (32,533)	y	\$ (32,533)
29	Omit drywall above ceiling at exterior walls - both floors	\$ (6,724)	n	\$ -
30	Revise stair handrail from Stainless Steel to Painted steel	\$ (25,861)	y	\$ (25,861)
31	Omit BIM/ Coordination Drawing requirement	\$ (100,642)	y	\$ (100,642)
32	Electrical - use aluminum conductors in lieu of copper on 200A and above feeders	\$ (33,103)	y	\$ (33,103)
33	Fire Alarm - use horn/ strobe in lieu of chime/ strobe and use conduit stub ups only	\$ (18,394)	y	\$ (18,394)
34	GFRC material pricing update	\$ (65,896)	y	\$ (65,896)
35	Double up scope for Blumcraft doors at display	\$ (34,965)	y	\$ (34,965)
				\$ (1,017,877)

MJPD

Clarifications/ Allowances

WP-02

3/4/2024

Clarifications

- 1 We do not include commercial laundry equipment.
- 2 We include a face brick allowance of \$1,100/ M
- 3 We include standard speed OH doors (12" PS openings speed)
- 4 We include typical hardware for glass exterior doors. No hardware for exterior doors was specified.
- 5 We include high pressure decorative laminate at doors. Fiber reinforced is not available.
- 6 We include G-60 coatings at exterior studs and G-40 at interior studs.
- 7 We exclude sound isolation ceiling hangers - none shown on plans.
- 8 We exclude sound isolation strips at interior wall tracks.
- 9 We exclude level 5 drywall finish. Locations not defined.
- 10 We exclude drywall fry reglet reveals.
- 11 We include DuraFlex epoxy floor systems.
- 12 We include standard baked enamel color for exterior canopies.
- 13 We exclude custom color concealed sprinkler plates.
- 14 We exclude emergency responder BDA system
- 15 Rock excavation is excluded for site utilities.
- 16 WE do not include MTE electrical costs.

Allowances

Appliances and hood system	\$	50,000
Mock Up Panel	\$	25,000
Graphic Panels at entry gates	\$	40,000
SR-01 Flooring	\$	34,000

Mt Juliet Police Department
Change Order 01
Attachment A

Work Package 02 dated 12/4/23 issued by Architect Workshop
The Parent Company Invitation to Bid dated 12/26/23
The Parent Company Instructions to Bidders dated 1/5/24
Bid Document Revision 01 dated 1/12/24 issued by The Parent Company
Bid Document Revision 02 dated 1/12/24 issued by The Parent Company
Bid Document Revision 03 dated 1/19/24 issued by The Parent Company
Bid Document Revision 04 dated 1/25/24 issued by The Parent Company

Drawing No.	Drawing Title	Revision	Drawing Date	Set Name
G000	Cover	2	1/18/2024	WP-02- Addendum 01
G101	General Notes & Symbols	2	1/18/2024	WP-02- Addendum 01
G111	Code Analysis & Life Safety -Main Bldg	1	1/18/2024	WP-02- Addendum 01
G112	Code Analysis & Life Safety - Annex Bldgs	1	1/18/2024	WP-02- Addendum 01
C0.00	Cover Sheet	4	1/18/2024	WP-02- Addendum 01
C1.00	EXISTING CONDITIONS	4	1/18/2024	WP-02- Addendum 01
C1.01	SITE DEMOLITION PLAN	4	1/18/2024	WP-02- Addendum 01
C2.00	OVERALL SITE LAYOUT PLAN	4	1/18/2024	WP-02- Addendum 01
C2.01	DETAILED SITE LAYOUT PLAN	4	1/18/2024	WP-02- Addendum 01
C2.02	DETAILED SITE LAYOUT PLAN	4	1/18/2024	WP-02- Addendum 01
C3.00	OVERALL GRADING AND DRAINAGE PLAN	5	1/18/2024	WP-02- Addendum 01
C3.01	DETAILED GRADING AND DRAINAGE PLAN	4	1/18/2024	WP-02- Addendum 01
C3.02	DETAILED GRADING AND DRAINAGE PLAN	4	1/18/2024	WP-02- Addendum 01
C4.01	SWPPP - STAGE 1	4	1/18/2024	WP-02- Addendum 01
C4.02	SWPPP - STAGE 2	4	1/18/2024	WP-02- Addendum 01
C4.03	SWPPP - STAGE 3	4	1/18/2024	WP-02- Addendum 01
C4.04	SWPPP NOTES AND DETAILS	4	1/18/2024	WP-02- Addendum 01
C5.00	OVERALL SITE UTILITY PLAN	4	1/18/2024	WP-02- Addendum 01
C5.01	DETAILED SITE UTILITY PLAN	4	1/18/2024	WP-02- Addendum 01
C5.02	DETAILED SITE UTILITY PLAN	4	1/18/2024	WP-02- Addendum 01
C6.00	CIVIL NOTES	4	1/18/2024	WP-02- Addendum 01
C6.01	CIVIL DETAILS	4	1/18/2024	WP-02- Addendum 01
C6.02	CIVIL DETAILS	4	1/18/2024	WP-02- Addendum 01
C6.03	CIVIL DETAILS	4	1/18/2024	WP-02- Addendum 01
C6.04	CIVIL DETAILS	4	1/18/2024	WP-02- Addendum 01
L100	Landscape Site Plan	1	1/18/2024	WP-02- Addendum 01
L300	SITE LAYOUT	1	1/18/2024	WP-02- Addendum 01
L301	SITE LAYOUT	1	1/18/2024	WP-02- Addendum 01
L302	SITE LAYOUT	1	1/18/2024	WP-02- Addendum 01
L400	SITE DETAILS	1	1/18/2024	WP-02- Addendum 01
L500	Planting Plan	1	1/18/2024	WP-02- Addendum 01
L510	Planting Notes	1	1/18/2024	WP-02- Addendum 01
L600	irrigation Plan	1	1/18/2024	WP-02- Addendum 01
LM100	MATERIAL LEGEND	1	1/18/2024	WP-02- Addendum 01
A001	Interior Wall Types	1	1/18/2024	WP-02- Addendum 01
A002	Door & Framing Systems	1	1/18/2024	WP-02- Addendum 01

A003	Door Schedule, Typ Interior Wall Details	1	1/18/2024 WP-02- Addendum 01
A011	Architectural Site Plan	3	1/18/2024 WP-02- Addendum 01
A012	Enlarged Architectural Site Plans & Details	2	1/18/2024 WP-02- Addendum 01
A013	Enlarged Architectural Site Plans & Details	2	1/18/2024 WP-02- Addendum 01
A014	Site Details	3	1/18/2024 WP-02- Addendum 01
A015	Vehicular Gate Details	1	1/18/2024 WP-02- Addendum 01
A101	Foundation & Slab Plans - Main Building	3	1/18/2024 WP-02- Addendum 01
A102	Foundation & Slab Plans - Annex Bldgs	2	1/18/2024 WP-02- Addendum 01
A111	Main Building - Floor Plans	1	1/18/2024 WP-02- Addendum 01
A112	Main Building - Floor Plans	1	1/18/2024 WP-02- Addendum 01
A113	Main Building - Penthouse & Roof	1	1/18/2024 WP-02- Addendum 01
A121	Main Building - Enlarged Plans at Exterior Walls	1	1/18/2024 WP-02- Addendum 01
A131	Annex Buildings - Plans	1	1/18/2024 WP-02- Addendum 01
A211	Reflected Ceiling Plans - 1st Level	1	1/18/2024 WP-02- Addendum 01
A212	Reflected Ceiling Plans - 2nd Level	1	1/18/2024 WP-02- Addendum 01
A221	Annex Buildings - Reflected Ceiling Plans	1	1/18/2024 WP-02- Addendum 01
A231	Ceiling Details	1	1/18/2024 WP-02- Addendum 01
A300	Typ Mounting Heights & Clearances	1	1/18/2024 WP-02- Addendum 01
A301	FF&E Schedules	1	1/18/2024 WP-02- Addendum 01
A302	Interior Finishes	1	1/18/2024 WP-02- Addendum 01
A303	Security & AV	1	1/18/2024 WP-02- Addendum 01
A304	Systems Diagrams - Security & AV	1	1/18/2024 WP-02- Addendum 01
A310	Interiors Key Plans	1	1/18/2024 WP-02- Addendum 01
A311	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A312	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A313	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A314	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A315	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A316	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A317	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A318	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A319	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A321	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A322	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A323	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A324	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A325	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A326	Interior Plans & Details	1	1/18/2024 WP-02- Addendum 01
A411	Main Building - Exterior Elevations	1	1/18/2024 WP-02- Addendum 01
A412	Main Building - Exterior Elevations	1	1/18/2024 WP-02- Addendum 01
A413	Main Building - Exterior Elevations	1	1/18/2024 WP-02- Addendum 01
A421	Main Building - Wall Sections	1	1/18/2024 WP-02- Addendum 01
A422	Main Building - Wall Sections	1	1/18/2024 WP-02- Addendum 01
A423	Main Building - Wall Sections	1	1/18/2024 WP-02- Addendum 01
A424	Main Building - Wall Sections	1	1/18/2024 WP-02- Addendum 01
A425	Main Building - Wall Sections	1	1/18/2024 WP-02- Addendum 01
A426	Main Building - Wall Sections	1	1/18/2024 WP-02- Addendum 01
A427	Main Building - Wall Sections	1	1/18/2024 WP-02- Addendum 01
A428	Main Building - Wall Sections	1	1/18/2024 WP-02- Addendum 01
A431	Annex Buildings - Elevations & Sections	1	1/18/2024 WP-02- Addendum 01
A432	Annex Buildings - Sections & Details	0	1/18/2024 WP-02- Addendum 01
A501	Exterior Wall Assemblies	1	1/18/2024 WP-02- Addendum 01

A502	Typ Exterior Details - Glazed Alum Framing	1	1/18/2024 WP-02- Addendum 01
A503	Typ Exterior Details - HM Frames & Misc	1	1/18/2024 WP-02- Addendum 01
A511	Structural Work Package Details	3	1/18/2024 WP-02- Addendum 01
A512	Structural Work Package Details	3	1/18/2024 WP-02- Addendum 01
A521	Main Building - Exterior Details	1	1/18/2024 WP-02- Addendum 01
A522	Main Building - Exterior Details	1	1/18/2024 WP-02- Addendum 01
A523	Main Building - Exterior Details	1	1/18/2024 WP-02- Addendum 01
A524	Main Building - Exterior Details	1	1/18/2024 WP-02- Addendum 01
A525	Main Building - Exterior Details	1	1/18/2024 WP-02- Addendum 01
A526	Main Building - Exterior Details	1	1/18/2024 WP-02- Addendum 01
A611	Commons Stair	1	1/18/2024 WP-02- Addendum 01
A612	West Stair	1	1/18/2024 WP-02- Addendum 01
A621	Elevator	1	1/18/2024 WP-02- Addendum 01
s001	GENERAL NOTES	0	7/14/2023 WP-01 - Site_Structure Package
s002	QUALITY ASSURANCE PLAN	0	7/14/2023 WP-01 - Site_Structure Package
s003	WIND DIAGRAM	0	7/14/2023 WP-01 - Site_Structure Package
s101	FOUNDATION PLAN - MAIN BUILDING	2	12/4/2023 WP-02
s102	SECOND FLOOR FRAMING PLAN - MAIN BUILDING	2	12/4/2023 WP-02
s103	ROOF FRAMING PLAN - MAIN BUILDING	2	12/4/2023 WP-02
s104	SCREEN WALL FRAMING PLAN - MAIN BUILDING	1	8/15/2023 WP-01 - Add 01
s105	CANOPY PARKING FOUNDATION PLAN	1	8/15/2023 WP-01 - Add 01
s106	WEST STAIR PLANS	2	12/4/2023 WP-02
s108	CANOPY DETAILS	0	7/14/2023 WP-01 - Site_Structure Package
s111	FOUNDATION PLAN - TRAILER ANNEX	0	7/14/2023 WP-01 - Site_Structure Package
s112	FOUNDATION PLAN - VEHICULAR ANNEX BUILDING	1	8/15/2023 WP-01 - Add 01
s201	WALL SECTIONS	1	8/15/2023 WP-01 - Add 01
s202	WALL SECTIONS	1	8/15/2023 WP-01 - Add 01
s203	WALL SECTIONS	1	8/15/2023 WP-01 - Add 01
s204	WALL SECTIONS	1	8/15/2023 WP-01 - Add 01
S211	SECTIONS AND DETAILS	0	12/4/2023 WP-02
s301	SECTIONS AND DETAILS	2	12/4/2023 WP-02
s302	SECTIONS AND DETAILS	2	12/4/2023 WP-02
s303	SECTIONS AND DETAILS	1	8/15/2023 WP-01 - Add 01
s304	PEMB SECTIONS AND DETAILS	1	8/15/2023 WP-01 - Add 01
s311	SECTIONS AND DETAILS	1	8/15/2023 WP-01 - Add 01
s312	SECTION AND DETAILS	1	12/4/2023 WP-02
s321	SECTIONS AND DETAILS	2	12/4/2023 WP-02
s322	SECTIONS AND DETAILS	2	12/4/2023 WP-02
s331	SECTIONS AND DETAILS	2	12/4/2023 WP-02
s332	COMMONS STAIR	0	12/4/2023 WP-02
s401	COLUMN SCHEDULE AND DETAILS	0	7/14/2023 WP-01 - Site_Structure Package
s411	SLAB DETAILS AND BAR SCHEDULE	0	7/14/2023 WP-01 - Site_Structure Package
s421	CONCRETE BEAM DETAILS	0	7/14/2023 WP-01 - Site_Structure Package
s422	BEAM SCHEDULE	2	12/4/2023 WP-02
M000	MECHANICAL LEGENDS AND SCHEDULES	2	1/18/2024 WP-02- Addendum 01
M001	MECHANICAL SCHEDULES	2	1/18/2024 WP-02- Addendum 01
M002	MECHANICAL SCHEDULES	1	1/18/2024 WP-02- Addendum 01
M101	MECHANICAL DUCTWORK PLAN - LEVEL 01	1	1/18/2024 WP-02- Addendum 01
M102	MECHANICAL DUCTWORK PLAN - LEVEL 02	1	1/18/2024 WP-02- Addendum 01
M201	MECHANICAL PIPING PLAN - LEVEL 01	1	1/18/2024 WP-02- Addendum 01
M202	MECHANICAL PIPING PLAN - LEVEL 02	1	1/18/2024 WP-02- Addendum 01
M300	MECHANICAL ROOF PLAN	1	1/18/2024 WP-02- Addendum 01

M400	ENLARGED MECHANICAL PLAN -	1	1/18/2024 WP-02- Addendum 01
M401	ENLARGED MECHANICAL PLANS -	2	1/18/2024 WP-02- Addendum 01
M402	ENLARGED MECHANICAL PLAN -ANNEX BUILDING	1	1/18/2024 WP-02- Addendum 01
M500	MECHANICAL SYSTEM CONTROLS	1	1/18/2024 WP-02- Addendum 01
M501	MECHANICAL SYSTEM CONTROLS	1	1/18/2024 WP-02- Addendum 01
M502	MECHANICAL SYSTEM CONTROLS	1	1/18/2024 WP-02- Addendum 01
M503	MECHANICAL SYSTEM CONTROLS	1	1/18/2024 WP-02- Addendum 01
M600	MECHANICAL DETAILS	1	1/18/2024 WP-02- Addendum 01
M601	MECHANICAL DETAILS	1	1/18/2024 WP-02- Addendum 01
M602	MECHANICAL DETAILS	1	1/18/2024 WP-02- Addendum 01
M603	MECHANICAL DETAILS	1	1/18/2024 WP-02- Addendum 01
P000	PLUMBING LEGENDS,SCHEDULES, & NOTES	1	1/18/2024 WP-02- Addendum 01
P100	PLUMBING SITE PLAN	1	1/18/2024 WP-02- Addendum 01
P101	PLUMBING PLAN - UNDERGROUND	1	1/18/2024 WP-02- Addendum 01
P201	PLUMBING PLAN - LEVEL 01	1	1/18/2024 WP-02- Addendum 01
P202	PLUMBING PLAN - LEVEL 02	1	1/18/2024 WP-02- Addendum 01
P300	PLUMBING ROOF PLAN	1	1/18/2024 WP-02- Addendum 01
P400	ENLARGED PLUMBING PLAN - PENTHOUSE	1	1/18/2024 WP-02- Addendum 01
P401	ENLARGED PLUMBING PLAN - UNDERGROUND ANN	1	1/18/2024 WP-02- Addendum 01
P402	ENLARGED PLUMBING PLAN -LEVEL 01 ANNEX BUI	1	1/18/2024 WP-02- Addendum 01
P600	PLUMBING DETAILS	1	1/18/2024 WP-02- Addendum 01
E000	ELECTRICAL LEGENDS AND SCHEDULES	1	1/18/2024 WP-02- Addendum 01
E001	ELECTRICAL SCHEDULES	1	1/18/2024 WP-02- Addendum 01
E002	ELECTRICAL SCHEDULES	1	1/18/2024 WP-02- Addendum 01
E003	ELECTRICAL RISER DIAGRAM	2	1/18/2024 WP-02- Addendum 01
E004	ELECTRICAL PANEL SCHEDULES	2	1/18/2024 WP-02- Addendum 01
E005	ELECTRICAL SITE PLAN	1	1/18/2024 WP-02- Addendum 01
E006	ELECTRICAL LIGHTING SCHEDULES	0	1/18/2024 WP-02- Addendum 01
E101	ELECTRICAL LIGHTING PLAN - LEVEL 01	1	1/18/2024 WP-02- Addendum 01
E102	ELECTRICAL LIGHTING PLAN - LEVEL 02	1	1/18/2024 WP-02- Addendum 01
E201	ELECTRICAL POWER PLAN - LEVEL 01	1	1/18/2024 WP-02- Addendum 01
E202	ELECTRICAL POWER PLAN - LEVEL 02	1	1/18/2024 WP-02- Addendum 01
E301	ELECTRICAL SYSTEMS PLAN - LEVEL 01	1	1/18/2024 WP-02- Addendum 01
E302	ELECTRICAL SYSTEMS PLAN - LEVEL 02	1	1/18/2024 WP-02- Addendum 01
E400	ELECTRICAL ENLARGED PLAN - ANNEX BUILDING	1	1/18/2024 WP-02- Addendum 01
E401	ELECTRICAL ENLARGED PLANS	1	1/18/2024 WP-02- Addendum 01
E500	ELECTRICAL ROOF PLAN	1	1/18/2024 WP-02- Addendum 01
E600	ELECTRICAL DETAILS	1	1/18/2024 WP-02- Addendum 01
FP000	FIRE PROTECTION GENERAL NOTES AND LEGENDS	1	1/18/2024 WP-02- Addendum 01
FP201	FIRE PROTECTION PLAN -LEVEL 01	1	1/18/2024 WP-02- Addendum 01
FP202	FIRE PROTECTION PLAN -LEVEL 02	1	1/18/2024 WP-02- Addendum 01
FP400	ENLARGED FIRE PROTECTION PLAN -PENTHOUSE	1	1/18/2024 WP-02- Addendum 01
T000	TECHNOLOGY LEGENDS	1	1/18/2024 WP-02- Addendum 01
T101	TECHNOLOGY PLAN - LEVEL 01	1	1/18/2024 WP-02- Addendum 01
T102	TECHNOLOGY PLAN - LEVEL 02	1	1/18/2024 WP-02- Addendum 01
T103	TECHNOLOGY PLAN - PENTHOUSE	1	1/18/2024 WP-02- Addendum 01
T201	TECHNOLOGY PLAN - ANNEX	1	1/18/2024 WP-02- Addendum 01
T202	TECHNOLOGY PLAN - SITE	1	1/18/2024 WP-02- Addendum 01
T300	TECHNOLOGY ENLARGED IT ROOMS	1	1/18/2024 WP-02- Addendum 01
T301	TECHNOLOGY RISER PLAN	1	1/18/2024 WP-02- Addendum 01
T302	TECHNOLOGY DETAILS	1	1/18/2024 WP-02- Addendum 01