

# **Mt. Juliet, Tennessee**

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



## **Agenda - Final**

**Monday, March 23, 2026**

**6:30 PM**

**Commission Chambers**

**Board of Commissioners**

**Public Hearing 6:15 PM**

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

Public Hearing Notice - 3-23-2026

[1632](#)

**Attachments:** [Public Hearing Notice - 3-23-2026](#)

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

2. **Set Agenda**

3. **Invocation & Pledge of Allegiance**

4. **Approval of Minutes**

4.A. Meeting Minutes to be Approved - 3-09-2026

[1633](#)

**Attachments:** [Meeting Minutes to be Approved - 3-09-2026](#)

5. **Citizens Comments**

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

6. **Commissioner Reports & Comments**

7. **City Manager's Report**

8. **Unfinished Business Consent Agenda Items:**

8.A. AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE MT. JULIET PARKS AND RECREATION DEPARTMENT AND TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 24 REGARDING PARK FEES

[1573](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Ordinance](#)  
[Exhibit A - Fee Schedule](#)  
[Exhibit B - Redline City Code](#)

**Legislative History**

3/9/26 Board of Commissioners

Approved for Second Reading to the Board of Commissioners

- 8.B. AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE MT. JULIET FIRE DEPARTMENT AND TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 12, ARTICLE I REGARDING FIRE RELATED FEES [1583](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Ordinance](#)  
[Exhibit A - Fee Schedule](#)  
[Exhibit B - Redline City Code](#)

**Legislative History**

3/9/26 Board of Commissioners Approved for Second Reading to the Board of Commissioners

- 8.C. AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE PLANNING & ZONING DEPARTMENT AND AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES CHAPTER 26, ARTICLE VI, SECTION 26-147 REGARDING FEES [1599](#)

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Ordinance](#)  
[Exhibit A - Fee Schedule](#)  
[Exhibit B - Redline Fees/City Code](#)

**Legislative History**

2/19/26 Planning Commission \*\*Positive Recommendation to the Board of Commissioners

3/9/26 Board of Commissioners Approved for Second Reading to the Board of Commissioners

- 8.D. AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE BUILDING & CODES DEPARTMENT AND AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES CHAPTER 8, ARTICLE III, SECTION 8-59 REGARDING FEES [1587](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Ordinance](#)  
[Exhibit A - Fee Schedule](#)  
[Exhibit B - Redline City Code](#)

**Legislative History**

3/9/26 Board of Commissioners Approved for Second Reading to the Board of Commissioners

- 8.E.** AN ORDINANCE TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 2, ARTICLE VI TO ESTABLISH REASONABLE COURT COSTS, LITIGATION TAXES, AND AN E-CITATION FEE [1624](#)
- Sponsors:** Kenneth Martin, City Manager,
- Attachments:** [Ordinance](#)  
[Exhibit A - Redline City Code](#)
- Legislative History**
- 3/9/26 Board of Commissioners Approved for Second Reading to the Board of Commissioners
- 8.F.** AN ORDINANCE TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 28 TO ADOPT STATE TRAFFIC OFFENSES & RULES OF THE ROAD AND TO REPEAL SECTION 28-66 REGARDING RECKLESS / CARELESS DRIVING [1625](#)
- Sponsors:** Kenneth Martin, City Manager,
- Attachments:** [Ordinance](#)  
[Exhibit A - Redline City Code](#)
- Legislative History**
- 3/9/26 Board of Commissioners Approved for Second Reading to the Board of Commissioners
- 8.G.** AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR A COST-OF-LIVING ADJUSTMENT FOR CITY EMPLOYEES [1613](#)
- Sponsors:** Jennifer Milele, Commissioner, Art Giles, Commissioner
- Attachments:** [Ordinance](#)  
[Executive Summary](#)
- Legislative History**
- 3/9/26 Board of Commissioners Approved for Second Reading to the Board of Commissioners
- 8.H.** AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO TRANSFER FUNDS FROM POLICE DEPARTMENT PERSONNEL BUDGET TO OPERATING BUDGET [1626](#)
- Sponsors:** Kenneth Martin, City Manager,
- Attachments:** [Ordinance](#)  
[Executive Summary](#)
- Legislative History**
- 3/9/26 Board of Commissioners Approved for Second Reading to the Board of Commissioners

**9. Unfinished Business**

- 9.A.** AN ORDINANCE ENACTING A ONE-YEAR MORATORIUM ON THE ACCEPTANCE AND APPROVAL FOR RM-8 AND RM-16 ZONED DEVELOPMENT IN THE CITY OF MT. JULIET, TENNESSEE [1553](#)

**Sponsors:** Scott Hefner, Commissioner, Planning Commission Negative Recommendation

**Attachments:** [Ordinance](#)

**Legislative History**

1/12/26	Board of Commissioners	Approved for Second Reading to the Planning Commission
2/19/26	Planning Commission	**negative recommendation to the Board of Commissioners

**10. New Business**

- 10.A.** AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT INSURANCE AND AUCTION PROCEEDS AND APPROPRIATE FUNDS FOR VEHICLES FOR THE CITY OF MT JULIET POLICE DEPARTMENT [1653](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Ordinance](#)  
[Executive Summary](#)

- 10.B.** AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT A GRANT FROM THE TN OPIOID ABATEMENT COUNCIL FOR THE PURCHASE OF A MX908 MASS SPECTROMETER FOR THE CITY OF MT JULIET POLICE DEPARTMENT [1652](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Ordinance](#)  
[Executive Summary](#)

- 10.C.** A RESOLUTION APPROVING A GRANT CONTRACT FROM THE TN OPIOID ABATEMENT COUNCIL FOR THE CITY OF MT JULIET POLICE DEPARTMENT [1628](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Resolution](#)  
[Grant Contract](#)

**10.D.** A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE WILLOUGHBY STATION STORMWATER PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT [1622](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Resolution](#)  
[Executive Summary](#)  
[Bid](#)  
[Willoughby Station Contract](#)

**10.E.** A RESOLUTION DECLARING CITY OF MT. JULIET FIRE DEPARTMENT PROPERTY AS SURPLUS TO BE SOLD [1651](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Resolution](#)  
[Executive Summary](#)

**11. Discussion Items**

**11.A.** Downtown RFP Discussion [1630](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Mission Sellars Revised Offer](#)  
[Imagine1 Revised Offer](#)

**11.B.** Aquatic Center Bond Process Discussion [1631](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Resolution 54-2025](#)

**12. Adjournment**



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1632

**Agenda Date:** 3/23/2026

**Agenda #:**

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**Title:**

Public Hearing Notice - 3-23-2026

## Public Notice

The Board of Commissioners of the City of Mt. Juliet will conduct a public hearing and consider the following on March 23, 2026, at 6:15PM, at City Hall located at 2425 N. Mt. Juliet Road.

- An ordinance to adopt a fee schedule for the Mt. Juliet Parks Department and to amend the City of Mt. Juliet Code of Ordinances, Chapter 24 regarding Park Fees
- An ordinance to adopt a fee schedule for the Mt. Juliet Fire Department and to amend the City of Mt. Juliet Code of Ordinances, Chapter 12, Article I regarding Fire Related Fees
- An ordinance to adopt a fee schedule for the Planning Department and amend the City of Mt. Juliet Code of Ordinances Chapter 26, Article VI, Section 26-147 regarding Fees
- An ordinance to adopt a fee schedule for the Building Codes Department and amend the City of Mt. Juliet Code of Ordinances Chapter 8, Article III, Section 8-59 regarding Fees
- An ordinance to amend the City of Mt. Juliet Code of Ordinances, Chapter 2, Article VI to establish reasonable court costs, litigation taxes, and an e-citation fee
- An ordinance to amend the City of Mt. Juliet Code of Ordinances, Chapter 28 to adopt state traffic offenses & rules of the road and to repeal Section 28-66 regarding Reckless / Careless Driving
- An ordinance amending the Fiscal Year 2025/2026 Budget Ordinance 2025-35 to appropriate funds for a cost-of-living adjustment for city employees
- An ordinance amending the Fiscal Year 2025/2026 Budget Ordinance 2025-35 to transfer funds from Police Department personnel budget to operating budget
- An ordinance enacting a one-year moratorium on the acceptance and approval for RM-8 and RM-16 zoned development in the City of Mt. Juliet, Tennessee

The public is invited to attend and comment.



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1633

**Agenda Date:** 3/23/2026

**Agenda #:** 4.A.

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**Title:**

Meeting Minutes to be Approved - 3-09-2026

# **Mt. Juliet, Tennessee**

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



## **Meeting Minutes - Draft**

**Monday, March 9, 2026**

**6:30 PM**

**Commission Chambers**

**Board of Commissioners**

## Public Hearing 6:15 PM

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

Mayor Maness opened the Public Hearing. With there being no public comments, the Public Hearing was closed.

Public Hearing Notice - 3-9-2026

[1619](#)

**Attachments:** [Public Hearing Notice - 3-9-2026](#)

### 1. Call to Order & Declare a Quorum Present

**Present:** Commissioner Art Giles, Vice Mayor/Commissioner Bill Trivett, Mayor James Maness, Commissioner Jennifer Milele, and Commissioner Scott Hefner

### 2. Set Agenda

Mayor Maness set the agenda, moving Items 9G, 9I, 9J, and 9K to the Consent Agenda without objection.

### 3. Invocation & Pledge of Allegiance

Commissioner Giles led the invocation and the Pledge of Allegiance.

### 4. Approval of Minutes

#### 4.A. Meeting Minutes to be Approved - Work Session - 2-23-2026

[1621](#)

**Attachments:** [Meeting Minutes to be Approved - Work Session - 2-23-2026](#)

A motion was made by Vice Mayor/Commissioner Trivett, seconded by Commissioner Milele, that the Minutes be approved. The motion carried by the following vote:

**RESULT:** APPROVED

**MOVER:** Bill Trivett

**SECONDER:** Jennifer Milele

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

#### 4.B. Meeting Minutes to be Approved - 2-23-2026

[1620](#)

**Attachments:** [Meeting Minutes to be Approved - 2-23-2026](#)

A motion was made by Vice Mayor/Commissioner Trivett, seconded by Commissioner Milele, that the Minutes be approved. The motion carried by the following vote:

**RESULT:** APPROVED

**MOVER:** Bill Trivett

**SECONDER:** Jennifer Milele

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**5. Citizens Comments**

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

Mayor Maness called for citizen comments. With there being none, the citizen comment period was closed.

## 6. Commissioner Reports & Comments

Commissioner Giles expressed appreciation for the opening of the City's newest fire station, noting that the Grand Opening of Fire Station 3, on Old Lebanon Dirt Road, was a wonderful event for the community and a testament to the City's continued investment in public safety. He also gave a shout-out to Milele Academy, sharing that he attended a performance the Intensity Dance Competition and congratulated Milele Academy on winning the state competition.

Vice Mayor/Commissioner Trivett thanked everyone who attended the Grand Opening of Fire Station 3, stating that it is truly an honor for the community to have such a beautiful and well-equipped facility serving the residents of Mt. Juliet. He reminded everyone of the importance of supporting local businesses and encouraged residents to continue to shop local, noting that doing so helps strengthen the community. Vice Mayor Trivett also thanked those attending and watching the meeting. He commended the Police Department for their proactive efforts, noting how encouraging it is to see public comments recognizing their hard work and dedication. He concluded by reminding residents to remain safe and attentive while driving, especially with additional children out of school during spring break.

Commissioner Hefner shared that he was filled with pride after attending the Grand Opening of Fire Station 3 and expressed appreciation to everyone involved in the planning, design, and construction of the facility, recognizing the many individuals who contributed to bringing the project to completion. He encouraged residents to remain weather aware as the region moves further into spring storm season. Commissioner Hefner also wished his wife, Cheri, and City Manager Kenny Martin a happy birthday. He reflected on the significance of March 3rd, noting that the date will never be remembered the same following the deadly tornado that impacted the community, and asked residents to continue keeping those affected in their thoughts. He concluded by asking the community to keep the nation's service members in their thoughts and prayers as they continue to serve and protect the country.

Commissioner Milele encouraged residents to participate in the Walk Across Wilson initiative and highlighted several important upcoming election dates, encouraging everyone to stay engaged in the democratic process. She noted that the County Primary Election will take place on May 5, 2026, with the last day to register to vote being April 6, 2026. She also shared that the Federal and State Primary Election and County General Election will be held on August 6, 2026, followed by the November General and City Elections on November 3, 2026. Commissioner Milele encouraged residents to register, stay informed, and exercise their right to vote. She also echoed the pride expressed by others regarding the Grand Opening of Fire Station 3 and shared a story from the ceremony about the charred wood design feature in the kitchen area of the station, which serves as a meaningful tribute and unique design element within the facility.

Mayor Maness recognized Scout Troop 1325 and thanked them for attending the meeting. He noted that the scouts were present to earn their Communications and Community badges and commended them for taking an interest in learning about local government. Mayor Maness stated that he is proud of the Mt. Juliet community and echoed the sentiments shared regarding the successful Grand Opening of Fire Station 3.

## 7. City Manager's Report

City Manager Kenny Martin thanked each of the Commissioners for their continued service and dedication to the community. In recognition of their leadership and support of public safety initiatives, he presented each Commissioner with a commemorative hatchet engraved to mark the opening of Fire Station 3. City Manager Martin encouraged them to take a moment to reflect on and take pride in the many positive contributions they have made to the community. He also wished Cheri Hefner a happy birthday and reminded residents of the importance of supporting local businesses by continuing to shop local. City Manager Martin additionally recognized Mrs. Queener and her husband, Henry Queener, for their deep involvement in the community, noting that Mr. Queener recently passed away. He honored Henry Queener as a veteran and a true patriot and asked that the community keep the Queener family in their thoughts.

## 8. Unfinished Business Consent Agenda Items:

- 8.A.** AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR DEBRIS REMOVAL/DISPOSAL AND DEBRIS MONITORING SERVICES FROM THE JANUARY ICE STORM [1618](#)

**Sponsors:** James Maness, Mayor

**Attachments:** [Ordinance](#)

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

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Bill Trivett

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 2026-27

- 8.B.** AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT GRANT FUNDS FROM THE STATE OF TENNESSEE DEPARTMENT OF HEALTH AND APPROPRIATE THE FUNDS FOR THE MT JULIET FIRE DEPARTMENT [1611](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Ordinance](#)  
[Contract - EMS Grant](#)

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

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Bill Trivett

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 2026-28

- 9.G.** AN ORDINANCE TO AMEND THE PRELIMINARY MASTER DEVELOPMENT PLAN FOR THE GOLDEN BEAR PLACE PLANNED UNIT DEVELOPMENT, ORDINANCE 2024-04, LOCATED AT MAP 078, PARCEL 17.01 IN THE CITY OF MT. JULIET [1588](#)

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Ordinance](#)  
[Exhibit A - Map](#)  
[Staff Report](#)

This item was added to the Consent Agenda during Item 2. Set Agenda

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, to approve the Ordinance for second reading. The motion carried by the following vote:

**RESULT:** APPROVED FOR SECOND READING

**MOVER:** Jennifer Milele

**SECONDER:** Bill Trivett

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 9.I. AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO TRANSFER FUNDS FROM POLICE DEPARTMENT PERSONNEL BUDGET TO OPERATING BUDGET [1626](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Ordinance](#)  
[Executive Summary](#)

This item was added to the Consent Agenda during Item 2. Set Agenda

A motion was made by Commissioner Milele, seconded by Vice Mayor/Commissioner Trivett, to approve the Ordinance for second reading. The motion carried by the following vote:

**RESULT:** APPROVED FOR SECOND READING

**MOVER:** Jennifer Milele

**SECONDER:** Bill Trivett

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 9.J. A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH MENTAL HEALTH COOPERATIVE [1623](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Resolution](#)  
[Executive Summary](#)  
[Memorandum of Understanding](#)

This item was added to the Consent Agenda during Item 2. Set Agenda

This Resolution was adopted as captured by the following vote:

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Bill Trivett

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 27-2026

- 9.K.** A RESOLUTION DECLARING CITY OF MT. JULIET PARKS DEPARTMENT PROPERTY AS SURPLUS TO BE DISPOSED OF AT GOVDEALS AUCTION [1627](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Resolution](#)

This item was added to the Consent Agenda during Item 2. Set Agenda

This Resolution was adopted as captured by the vote below:

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Bill Trivett

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner  
Enactment No: 28-2026

## 9. New Business

- 9.A.** AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE MT. JULIET PARKS AND RECREATION DEPARTMENT AND TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 24 REGARDING PARK FEES [1573](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Ordinance](#)  
[Exhibit A - Fee Schedule](#)  
[Exhibit B - Redline City Code](#)

A motion was made by Vice Mayor/Commissioner Trivett, seconded by Commissioner Hefner, to approve the Ordinance for second reading. The motion carried by the following vote:

**RESULT:** APPROVED FOR SECOND READING

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 9.B.** AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE MT. JULIET FIRE DEPARTMENT AND TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 12, ARTICLE I REGARDING FIRE RELATED FEES [1583](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Ordinance](#)  
[Exhibit A - Fee Schedule](#)  
[Exhibit B - Redline City Code](#)

A motion was made by Vice Mayor/Commissioner Trivett, seconded by Commissioner Milele, to approve the Ordinance for second reading. The motion carried by the following vote:

**RESULT:** APPROVED FOR SECOND READING

**MOVER:** Bill Trivett

**SECONDER:** Jennifer Milele

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 9.C.** AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE PLANNING & ZONING DEPARTMENT AND AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES CHAPTER 26, ARTICLE VI, SECTION 26-147 REGARDING FEES [1599](#)

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Ordinance](#)  
[Exhibit A - Fee Schedule](#)  
[Exhibit B - Redline Fees/City Code](#)

A motion was made by Commissioner Giles, seconded by Vice Mayor/Commissioner Trivett, to approve the Ordinance for second reading. The motion carried by the following vote:

**RESULT:** APPROVED FOR SECOND READING

**MOVER:** Art Giles

**SECONDER:** Bill Trivett

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 9.D.** AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE BUILDING & CODES DEPARTMENT AND AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES CHAPTER 8, ARTICLE III, SECTION 8-59 REGARDING FEES [1587](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Ordinance](#)  
[Exhibit A - Fee Schedule](#)  
[Exhibit B - Redline City Code](#)

A motion was made by Vice Mayor/Commissioner Trivett, seconded by Commissioner Hefner, to approve the Ordinance for second reading. The motion carried by the following vote:

**RESULT:** APPROVED FOR SECOND READING

**MOVER:** Bill Trivett

**SECONDER:** Scott Hefner

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 9.E.** AN ORDINANCE TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 2, ARTICLE VI TO ESTABLISH REASONABLE COURT COSTS, LITIGATION TAXES, AND AN E-CITATION FEE [1624](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Ordinance](#)  
[Exhibit A - Redline City Code](#)

A motion was made by Commissioner Giles, seconded by Vice Mayor/Commissioner Trivett, to approve the Ordinance for second reading. The motion carried by the following vote:

**RESULT:** APPROVED FOR SECOND READING

**MOVER:** Art Giles

**SECONDER:** Bill Trivett

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 9.F.** AN ORDINANCE TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 28 TO ADOPT STATE TRAFFIC OFFENSES & RULES OF THE ROAD AND TO REPEAL SECTION 28-66 REGARDING RECKLESS / CARELESS DRIVING [1625](#)

**Sponsors:** Kenneth Martin, City Manager,

**Attachments:** [Ordinance](#)  
[Exhibit A - Redline City Code](#)

A motion was made by Vice Mayor/Commissioner Trivet , seconded by Commissioner Milele, to approve the Ordinance for second reading. The motion carried by the following vote:

**RESULT:** APPROVED FOR SECOND READING

**MOVER:** Bill Trivett

**SECONDER:** Jennifer Milele

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

- 9.H.** AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR A COST-OF-LIVING ADJUSTMENT FOR CITY EMPLOYEES [1613](#)

**Sponsors:** Jennifer Milele, Commissioner, Art Giles, Commissioner

**Attachments:** [Ordinance](#)  
[Executive Summary](#)

Following the motion, discussion occurred

A motion was made by Commissioner Milele, seconded by Commissioner Giles, to approve the Ordinance for second reading. The motion carried by the following vote:

**RESULT:** APPROVED FOR SECOND READING

**MOVER:** Jennifer Milele

**SECONDER:** Art Giles

**Aye:** Commissioner Giles, Vice Mayor/Commissioner Trivett, Mayor Maness, Commissioner Milele, and Commissioner Hefner

**10. Adjournment**

Mayor Maness adjourned the meeting at 7:07pm

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

\_\_\_\_\_  
Jennifer Hamblen, CMC, City Recorder



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1573

**Agenda Date:** 3/23/2026

**Agenda #:** 8.A.

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**Title:**

AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE MT. JULIET PARKS AND RECREATION DEPARTMENT AND TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 24 REGARDING PARK FEES

**ORDINANCE 2026 –**

**AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE MT. JULIET PARKS AND RECREATION DEPARTMENT AND TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 24 REGARDING PARK FEES**

**WHEREAS**, the Board of Commissioner of the City of Mt. Juliet desires to adopt a Parks and Recreation Department Fee Schedule, attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, the City of Mt. Juliet Parks Board considered this request during their meeting on January 6, 2026, and forwarded a positive recommendation for approval to the Board of Commissioners; and

**WHEREAS**, the Parks and Recreation Department Fee Schedule establishes fees that are reasonable and proportionate, and that are intended to recover the City’s costs associated with providing the applicable rentals, services, and amenities; and

**WHEREAS**, the Parks and Recreation Department Fee Schedule shall be available on the City of Mt. Juliet Parks and Recreation Department’s webpage and by contacting or visiting the City of Mt. Juliet Parks and Recreation Department; and

**WHEREAS**, the Board of Commissioners also desires to amend the City of Mt. Juliet Code of Ordinances, Chapter 24, Article IV, Division 4 Parks Rules and Regulations, Section 24-176 Fees to remove outdated fee provisions and provide a reference to the adopted Parks and Recreation Department Fee Schedule; and

**WHEREAS**, Chapter 24, Article IV, Division 4 Parks Rules and Regulations, Section 24-176 Fees of the Code of Ordinances is desired to be amended as follows:

<b>Chapter</b>	<b>Article</b>	<b>Division</b>	<b>Section</b>	<b>Section Title</b>	<b>Action</b>
24	IV	4	24-176	Fees	Amended

; and

**WHEREAS**, the specific amendments desired to be made to Chapter 24, Article IV, Division 4, Section 24-176 of the Code of Ordinances are shown in redline form in the attached Exhibit B.

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

**Section 1.** That the Parks and Recreation Fee Schedule, attached hereto as Exhibit B and incorporated herein by reference, is hereby adopted.

**Section 2.** The Parks and Recreation Department Fee Schedule shall be made available on the City of Mt. Juliet Parks and Recreation Department’s webpage and by contacting or visiting the City of Mt. Juliet Parks and Recreation Department.

**ORDINANCE 2026 –**

**Section 3.** The Code of Ordinances, Chapter 24, Article IV, Division 4, Section 24-175 is amended to read in its entirety as follows:

The Fee Schedule, as adopted by the Board of Commissioners, is available on the City of Mt. Juliet Parks and Recreation Department’s webpage and by contacting or visiting the City of Mt. Juliet Parks and Recreation Department.

**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:

FIRST READING: March 9, 2026

SECOND READING:

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

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

ATTEST:

\_\_\_\_\_  
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney



City of Mt. Juliet  
**FEE SCHEDULE**  
 Parks and Recreation Department

Ordinance No. 2026-  
 Effective Date: 03/23/2026

**Meeting Rooms (A & B)**

User Type	Rate
City / County Resident	\$35 per hour
Non-County Resident	\$55 per hour

**Note:** 25% discount available for Non-Profits, City Employees, Military, and First Responders. For Program/Class Fees, Instructors may choose to offer donation-based classes, with donations benefiting the Community Center, or they may elect to pay the applicable room rental fee for their class.

**Teen Room / Game Room (Meeting Room A)**

User Type	Rate
Refundable Damage / Cleanup Deposit	\$500
City / County Resident	\$35 per hour
Non-County Resident	\$55 per hour

**Note:** 25% discount available for Non-Profits, City Employees, Military, and First Responders.

**Activity Center Rooms (1- 4)**

User Type	Rate
City / County Resident	\$35 per hour
Non-County Resident	\$55 per hour

**Note:** 25% discount available for Non-Profits, City Employees, Military, and First Responders. For Program/Class Fees, Instructors may choose to offer donation-based classes, with donations benefiting the Community Center, or they may elect to pay the applicable room rental fee for their class.

**Gymnasium**

Type	Fee
Refundable Damage / Cleanup Deposit (events / craft fairs)	\$500
Sales Permit (per vendor)	\$10
Mat Fee	\$100
City / County Resident	\$85 per hour
Non-County Resident	\$125 per hour

**Note:** 25% discount available for Non-Profits, City Employees, Military, and First Responders. For Program/Class Fees, Instructors may choose to offer donation-based classes, with donations benefiting the Community Center, or they may elect to pay the applicable room rental fee for their class.



City of Mt. Juliet  
**FEE SCHEDULE**  
 Parks and Recreation Department

Ordinance No. 2026-  
 Effective Date: 03/23/2026

**Mt. Juliet Community Center – All Facilities**

Type	Fee
Refundable Damage / Cleanup Deposit (events / craft fairs)	\$500
Sales Permit (per vendor)	\$10
Mat Fee	\$100
City / County Resident	\$175 per hour
Non-County Resident	\$260 per hour

**Note:** 25% discount available for Non-Profits, City Employees, Military, and First Responders.

**Amphitheater (4-Hour Blocks)**

User / Duration	Fee
Refundable Damage / Cleanup Deposit	\$500
Sales Permit (per vendor)	\$10
City / County Resident – 4 Hours	\$100
City / County Resident – 8 Hours	\$200
City / County Resident – 12 Hours	\$300
Non-County Resident – 4 Hours	\$150
Non-County Resident – 8 Hours	\$300
Non-County Resident – 12 Hours	\$450

**Note:** 25% discount available for Non-Profits, City Employees, Military, and First Responders. Available time slots: 8 AM–12 PM, 12 PM–4 PM, or 4 PM–8 PM.

**Charlie Daniels Park Event Area (Pavilions 3,4,5 & Amphitheater)**

User / Duration	Fee
Refundable Damage / Cleanup Deposit	\$500
Sales Permit (per vendor)	\$10
City / County Resident – 4 Hours	\$250
City / County Resident – 8 Hours	\$500
City / County Resident – 12 Hours	\$750
Non-County Resident – 4 Hours	\$375
Non-County Resident – 8 Hours	\$750
Non-County Resident – 12 Hours	\$1,125

**Note:** 25% discount available for Non-Profits, City Employees, Military, and First Responders. Available time slots: 8 AM–12 PM, 12 PM–4 PM, or 4 PM–8 PM.



City of Mt. Juliet  
**FEE SCHEDULE**  
 Parks and Recreation Department

Ordinance No. 2026-  
 Effective Date: 03/23/2026

**Pavilions (4-Hour Blocks)**

User / Duration	Fee
City / County Resident – 4 Hours	\$40
City / County Resident – 8 Hours	\$80
City / County Resident – 12 Hours	\$120
Non-County Resident – 4 Hours	\$60
Non-County Resident – 8 Hours	\$120
Non-County Resident – 12 Hours	\$180

**Note:** 25% discount available for Non-Profits, City Employees, Military, and First Responders. Available time slots: 8 AM–12 PM, 12 PM–4 PM, or 4 PM–8 PM.

**Ava’s Splashpad**

User Type	Fee
City / County Resident	\$200
Non-County Resident	\$300

**Note:** Time Slot: 6:00–7:30 PM (tables available 5:00–8:00 PM). Refunds issued in 30-minute increments.

**5K Run/Walk**

User Type	Fee
City / County Resident	\$75
Non-County Resident	\$110

**Note:** Reservation includes use of the front parking lot at the Mt. Juliet Community Center.

**Hamilton-Denson Park Fields**

User Type	Fee
Youth Athletic Program Practice	\$10 per hour per field
City / County Resident	\$20 per hour per field
Non-County Resident	\$30 per hour per field

**Note:** 501(c)(3) organizations must provide proof before reservation is complete.

**Community Center Membership Fees (Wilson County Residents Only)**

Type	Fee
Daily Use (1 person)	\$20 annual registration & \$2 daily fee
Annual Membership (1 person)	\$100
Additional Family Member(s)	\$15 each

**Note:** Memberships follow the fiscal year and are not prorated. Hardship cases for ages 15 and under may be considered with proof of assistance.

**ARTICLE IV. PARKS AND RECREATION AREAS**

**DIVISION 4. PARKS RULES AND REGULATIONS**

**Sec. 24-176. Fees.** The Fee Schedule, as adopted by the Board of Commissioners, is available on the City of Mt. Juliet Parks and Recreation Department’s webpage and by contacting or visiting the City of Mt. Juliet Parks and Recreation Department.

(a) Starting July 1, 2009, the following fees will be charged:

Location	Fee
<b>Charlie Daniels Park (four pavilions, gazebo and amphitheater)</b>	
Damage deposit	\$1,500.00
Rental fee (per day)	
Individual and for-profit	—500.00
Not for-profit	—350.00
<b>Mt. Juliet Community Center</b>	
Damage deposit	—1,500.00
Mat fee	—100.00
Stage rental	—500.00
Rental fee	
Individual and for-profit (per hour)	—175.00
8 hours	—1,200.00
12 hours	—1,500.00
Not for profit (per hour)	—150.00
8 hours	—1,000.00
12 hours	—1,200.00
Gymnasium rental	
Damage deposit	—500.00
Mat fee	—100.00
Rental fee	
Individual and for-profit (per hour)	—85.00
Not for profit (per hour)	—50.00
<b>Amphitheatre rental</b>	
Damage deposit	—300.00
Rental fee	
Not for-profit	
Full day	—150.00
Half day	—75.00

EXHIBIT B

	Individual	
	Full day	—200.00
	Half day	—100.00
	For-profit	
	Full day	—300.00
	Half day	—150.00
Pavilion and gazebo rental		
	Damage deposit	—50.00
	Rental fee	
	Half day	—40.00
	Full day	—80.00
Game room rental		
	Damage deposit	—500.00
	Rental fee (per hour)	—30.00
Mundy Park adult leagues (per team)		
	Spring season	—625.00
	Fall season	—525.00
	Flag football	—475.00
MJCC daily rates		
	Residents and senior citizen	—2.00
	Nonresident	—4.00
	Monthly member	
	Resident	—15.00
	Senior	—12.00
	Nonresident	—23.00
	Yearly member	
	Resident	—150.00
	Senior	—120.00
	Nonresident	—225.00
Mundy Park softball field rental		
	Damage deposit	—400.00
	Booking fee	—100.00
	Per day	—75.00
	Fence fee per field (nonrefundable)	—100.00

(b) — Parks department employees shall post reservation notices no less than 12 hours in advance of a reserved pavilion or gazebo. Citizens may use the pavilions or gazebo at any time it is not reserved during park hours.

{Ord. No. 2009-32, 5-26-2009}



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1583

**Agenda Date:** 3/23/2026

**Agenda #:** 8.B.

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**Title:**

AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE MT. JULIET FIRE DEPARTMENT AND TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 12, ARTICLE I REGARDING FIRE RELATED FEES

**ORDINANCE 2026 –**

**AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE MT. JULIET FIRE DEPARTMENT AND TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 12, ARTICLE I REGARDING FIRE RELATED FEES**

**WHEREAS**, the Board of Commissioners of the City of Mt. Juliet desires to adopt a Mt. Juliet Fire Department Fee Schedule attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, the Fee Schedule establishes fees that are reasonable and proportionate, and that are intended to recover the City’s costs associated with providing the delivery of fire-related permits, inspections, and services; and

**WHEREAS**, the Mt. Juliet Fire Department Fee Schedule shall be made available to the public through the City of Mt. Juliet’s official website and by contacting or visiting the Mt. Juliet Fire Department administrative office or other designated administrative offices; and

**WHEREAS**, the Board of Commissioners also desires to amend the City of Mt. Juliet Code of Ordinances, Chapter 12, Article I, by adding a section to reference the adopted Mt. Juliet Fire Department Fee Schedule; and

**WHEREAS**, Chapter 12, Article I, of the Code of Ordinances is desired to be amended as follows:

<b>Chapter</b>	<b>Article</b>	<b>Section</b>	<b>Section Title</b>	<b>Action</b>
12	I	12-4	Fees	Added

; and

**WHEREAS**, the specific amendments desired to be made to Chapter 12, Article I, Section 12-4 of the Code of Ordinances are shown in redline form in the attached Exhibit B.

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

**Section 1.** The Mt. Juliet Fire Department Fee Schedule, attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted.

**Section 2.** The Mt. Juliet Fire Department Fee Schedule shall be made available to the public on the City of Mt. Juliet’s official website and by contacting or visiting the Mt. Juliet Fire Department administrative offices or other designated administrative offices.

**Section 3.** The Code of Ordinances, Chapter 12, Article I, is hereby amended by adding a new Section 12-4, titled “Fees”, to read in its entirety as follows:

**ORDINANCE 2026 –**

The Fee Schedule, as adopted by the Board of Commissioners, is available on the City of Mt. Juliet's official website and by contacting or visiting the Mt. Juliet Fire Department administrative office or other designated administrative offices.

**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:

FIRST READING: March 9, 2026

SECOND READING:

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

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

ATTEST:

\_\_\_\_\_  
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney



City of Mt. Juliet  
**FEE SCHEDULE**  
 Fire Department

Ordinance No. 2026-  
 Effective Date: 03/23/2026

**Automatic Sprinkler Systems**

Category	Fee
Commercial Occupancies	\$1 per sprinkler head (minimum \$250)
One and Two Family Dwellings (includes townhomes)	\$75 per dwelling unit

**Note:** Includes all related components including riser and all inspections.

**Other Fire Suppression Systems**

Category	Fee
Cooking / Kitchen Suppression Systems (hoods, etc.)	\$100
Engineered Systems (CO2, Halon, wet and dry chemicals)	\$100
Fire Lines	\$350
Fire Pump and Related Equipment	\$100
Standpipe System	\$100

**Fire Alarm & Detection Systems**

Category	Fee
Fire Alarm / Detection System	\$0.02 per sq. ft. (minimum \$100)
Fire Alarm Acceptance Test	\$100
Non-flammable Medical Gas Systems	\$100

**Other Fire / Event Permits**

Category	Fee
Commercial Open Burn	\$100
EV-Charging Stations	\$100
Fireworks Show – Commercial Grade Fireworks	\$250
Fireworks Show – Consumer Grade Fireworks	\$50
Temporary Membrane Structures / Tents	\$1 per sq. ft. (minimum \$1,500)

**Note:** \$750 refundable clean-up deposit required for all temporary membrane structures/tents. Site clean-up required within 48 hours of cease of operations/permit expiration. Tent removal required within 10 calendar days of cease of operations/permit expiration.

**Re-Inspections**

Inspection	Fee
First	No Charge
Second	\$150
Third	\$150
Fourth	\$150

**Note:** Three-day stop work order will be administered for non-compliance following fourth reinspection.



City of Mt. Juliet  
**FEE SCHEDULE**  
 Fire Department

Ordinance No. 2026-  
 Effective Date: 03/23/2026

**After Hours Inspections**

Category	Fee
After Business Hours / Weekend Inspections	\$250

**ANNUAL OPERATIONAL PERMITS AND FEES**

**Apartments, Hotels, Dormitories**

Units	Fee
1 – 10 Units	\$50
11 – 25 Units	\$100
26 – 50 Units	\$150
51 – 100 Units	\$200
101 – 200 Units	\$250
201 – 300 Units	\$300
301 – 400 Units	\$350
401+ Units	\$400

**Assembly**

Square Footage	Fee
50,000 – 100,000 sq. ft.	\$100
100,001 – 150,000 sq. ft.	\$150
150,001 – 200,000 sq. ft.	\$200
200,001+ sq. ft.	\$250

**Hazardous Facility**

Square Footage	Fee
0 – 5,000 sq. ft.	\$100
5,001 – 10,000 sq. ft.	\$150
10,001 – 50,000 sq. ft.	\$200
50,001 – 100,000 sq. ft.	\$250
100,001 – 150,000 sq. ft.	\$300
150,001 – 200,000 sq. ft.	\$350
200,001+ sq. ft.	\$400



City of Mt. Juliet  
**FEE SCHEDULE**  
Fire Department

Ordinance No. 2026-  
Effective Date: 03/23/2026

**ANNUAL OPERATIONAL PERMITS AND FEES****High-Rise (4 Story & Taller)**

<b>Square Footage</b>	<b>Fee</b>
20,001 – 50,000 sq. ft.	\$150
50,001 – 100,000 sq. ft.	\$200
100,001 – 150,000 sq. ft.	\$250
150,001 – 200,000 sq. ft.	\$300
200,001+ sq. ft.	\$350

**Business, Educational, Factory, Industrial, Institutional, Mercantile, Storage, Etc.**

<b>Square Footage</b>	<b>Fee</b>
20,001 – 50,000 sq. ft.	\$100
50,001 – 100,000 sq. ft.	\$150
100,001 – 150,000 sq. ft.	\$200
150,001 – 200,000 sq. ft.	\$250
200,001+ sq. ft.	\$300

**Re-Inspections / Special Inspections**

<b>Inspection</b>	<b>Fee</b>
First	No Charge
Second	\$100
Third	\$100
Fourth	\$100

**Note:** Citations will be administered for non-compliance following fourth re-inspection.

**After Hours Inspections**

<b>Category</b>	<b>Fee</b>
After Business Hours / Weekend Inspections	\$250

## Chapter 12 FIRE PREVENTION AND PROTECTION/EMERGENCY SERVICES/FIREWORKS<sup>1</sup>

### ARTICLE I. IN GENERAL

#### **Sec. 12-1. Monitored fire alarms required.**

All clubhouses/common buildings, that contain meeting/gathering space or kitchen (containing major cooking appliances capable of producing grease laden vapors i.e. stoves, ovens, etc.) areas, being built in subdivisions and communities inside the City of Mt. Juliet are required to install a monitored fire alarm for the safety of the property and residents. The system hardware will consist of a minimum of one to two pull stations, one to four strategically placed smoke, detectors, one to three horn/strobe appliances, and a strobe light alert in each restroom.

(Ord. No. 2017-37, § 1, 6-12-2017; Ord. No. 2023-49, 11-27-2023; Ord. No. 2025-19, § 1, 5-12-2025)

#### **Sec. 12-2. Monitored fire alarms required in new commercial construction and when existing commercial structures are renovated.**

All commercial structures located inside the City of Mt. Juliet shall be required to have a monitored fire alarm system. All existing commercial structures when renovated (requiring permits) will be required to have a monitored fire alarm system. These requirements are in addition to the other fire prevention/protection currently being required.

(Ord. No. 2017-42, § 1, 7-10-2017; Ord. No. 2025-19, § 2, 5-12-2025)

#### **Sec. 12-3. Non-combustible material buffer required.**

All new and renovated (requiring permits) commercial structures located inside the City of Mt. Juliet shall be required to maintain a three-foot buffer of non-combustible material around the entire structure. This buffer shall consist of decorative landscape rock, concrete, or other materials as permitted by Mt. Juliet Planning and Zoning. Organic mulch, rubber mulch, plastics, or any other type of combustible material are prohibited within three feet of the structure.

(Ord. No. 2025-19, § 3, 5-12-2025)

#### **Sec. 12-4. Fees.**

The Fee Schedule, as adopted by the Board of Commissioners, is available on the City of Mt. Juliet's official website and by contacting or visiting the Mt. Juliet Fire Department administrative office or other designated administrative offices.

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<sup>1</sup>Ord. No. 2023-50, adopted November 27, 2023, changed the title of chapter 12 from "Fire prevention and protection/emergency services" to "Fire prevention and protection/emergency services/fireworks."



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1599

**Agenda Date:** 3/23/2026

**Agenda #:** 8.C.

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**Title:**

AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE PLANNING & ZONING DEPARTMENT AND AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES CHAPTER 26, ARTICLE VI, SECTION 26-147 REGARDING FEES

**ORDINANCE 2026 –**

**AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE PLANNING & ZONING DEPARTMENT AND AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES CHAPTER 26, ARTICLE VI, SECTION 26-147 REGARDING FEES**

**WHEREAS**, the Board of Commissioners of the City of Mt. Juliet desires to adopt a Planning & Zoning Department Fee Schedule attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, the City of Mt. Juliet Regional Planning Commission considered this request during their meeting on February 19, 2026, and forwarded a positive recommendation (7-0-2) for approval to the Board of Commissioners; and

**WHEREAS**, the Fee Schedule establishes fees that are reasonable and proportionate, and are intended to recover the City’s costs associated with the administration and delivery of planning and development-related services, including but not limited to development application review, site plan and subdivision review, zoning and land use analysis, permitting, inspections, staff coordination, public meeting preparation, and other services necessary to process and manage development within the City; and

**WHEREAS**, the Planning & Zoning Department Fee Schedule shall be made available to the public through the City of Mt. Juliet’s official website and by contacting or visiting the Planning & Zoning Department or other designated administrative offices; and

**WHEREAS**, the Board of Commissioners also desires to amend the City of Mt. Juliet Code of Ordinances, Chapter 26, Article VI, Section 26-147 to remove outdated fee provisions and provide a reference to the adopted Planning & Zoning Department Fee Schedule; and

**WHEREAS**, Chapter 26, Article VI, of the Code of Ordinances is desired to be amended as follows:

<b>Chapter</b>	<b>Article</b>	<b>Section</b>	<b>Section Title</b>	<b>Action</b>
26	VI	26-147	Fee Schedule	Amended

; and

**WHEREAS**, the specific amendments desired to be made to Chapter 26, Article VI, Section 26-147 of the Code of Ordinances are shown in redline form in the attached Exhibit B.

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

**Section 1.** The Planning & Zoning Department Fee Schedule, attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted.

**ORDINANCE 2026 –**

**Section 2.** The Planning & Zoning Department Fee Schedule shall be made available to the public on the City of Mt. Juliet’s official website and by contacting or visiting the Planning & Zoning Department or other designated administrative offices.

**Section 3.** The Code of Ordinances, Chapter 26, Article VI, Section 26-147 is amended to read in its entirety as follows:

The Fee Schedule, as adopted by the Board of Commissioners, is available on the City of Mt. Juliet’s official website and by contacting or visiting the Planning & Zoning Department or other designated administrative offices.

**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:

FIRST READING:

SECOND READING:

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

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

ATTEST:

\_\_\_\_\_  
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney



City of Mt. Juliet  
**FEE SCHEDULE**  
 Planning & Zoning Department

Ordinance No. 2026-  
 Effective Date: 03/23/2026

Unless otherwise noted, all fees listed cover processing through the Planning Commission and Board of Commissioners (as required). Assessed fees do not cover the cost of construction plan review, traffic studies, flood studies, geotechnical studies or any other required studies or fees, by other associated departments, Planning Commission or Board of Commissioners, which costs shall be charged to and paid by the applicant.

All acreage calculations are to be rounded up to the next whole acre.

**Annexation / Land Use Amendment / Text Amendment**

Category	Fee
Annexation	\$1,000
Land Use Plan Amendment	\$1,000
Text Amendment (Land Development Code)	\$400

**Rezone / PUD**

Category	Fee
Rezone (Non-PUD)	\$1,000
Preliminary Master Development Plan (PUD)	\$1,000 (up to 5 acres) \$2,000 (5.01 – 20.00 acres) \$3,000 (20.01+ acres)
Final Master Development Plan (PUD)	\$500 (up to 5 acres) \$750 (5.01 – 50.00 acres) \$1,000 (50.01+ acres)
PUD Amendments (Approved PMDP or FMDP)	\$1,000
Minor Site Modification	\$375

**Site Plan (Master and Site Development Plans)**

Category	Fee
Site Plan	\$1,000 (up to 3 acres) \$2,000 (3.01 – 20 acres) \$3,000 (20.01+ acres)
Site Plan Modification	\$375
Landscape Plan Review	Fees Included in Plan Review Fees

**Board of Zoning Appeals**

Category	Fee
Administrative Appeal	\$500 (Incl. public notice & meeting)
Conditional Use Permit	\$500 (Incl. public notice & meeting)
Variance	\$500 (Incl. public notice & meeting)



City of Mt. Juliet  
**FEE SCHEDULE**  
 Planning & Zoning Department

Ordinance No. 2026-  
 Effective Date: 03/23/2026

**Subdivisions**

Category	Fee
Concept Plan	\$250
Concept Plan Modification	\$125
Preliminary Plat	\$1,000 (up to 50 lots) \$2,500 (51+ lots)
Preliminary Plat Modification	\$500 (up to 50 lots) \$1,250 (51+ lots)
Final Plat	\$500 (up to 25 lots) \$1,000 (26 – 50 lots) \$1,500 (51+ lots)
Staff Level / Minor Review	\$200
Final Plat Modification	\$200
Subdivision Regulation Variance	\$150

**Home Occupation Verification**

Category	Fee
Major Home Occupation	\$20
Minor Home Occupation	\$20

**Signs**

Category	Fee
Permanent Wall Sign	\$125 per sign
Permanent Monument Sign	\$200 (dual faced)
Permanent Reface (Sign Panel)	\$50 (dual faced)
Temporary Sign	\$25 (dual faced)

**Note:** For signs placed prior to permitting, the fee will be double the amount shown.

**Administrative**

Category	Fee
Zoning Letter	\$50

# City of Mt. Juliet Planning & Zoning Department Submittal Fees

Unless otherwise noted, all fees listed cover required public notices and processing through the Planning Commission, Board of Zoning Appeals and Board of Commissioners (as required). ~~A separate charge for Public Notice Signs is assessed per sign.~~

Assessed fees do not cover the cost of traffic studies, flood studies, landscape plan review, geotechnical studies or any other studies required by the Planning Commission or City Commission, which costs shall be charged to and paid by the applicant.

**All acreage calculations are to be rounded up to the next whole acre.**

## **I. Annexation**

~~\$1,000 \$100.00 per property up to and including 25 acres per application  
\$200.00 per property over 25 acres  
Plus a \$75 Administrative Advertising Fee per single or group request  
Multiple requests submitted by adjoining lot owners or from lot owners within the same Subdivision (if covered in the same Plan of Services) may be processed under the same application at the rate of four  
(4) lots per \$100 fee paid, \$25 for each additional lot.~~

## **II. Land Use Map Amendment**

~~\$250-1,000 per application property owner~~

## **III. Text Amendment – Land Development Code**

\$400 Zoning, Subdivision Regulations, Other

## **IV. Rezoning (see Sign and Notice provisions in Section IX)**

### **a. Rezone (Non-PUD) Non-PUD**

~~\$1,000 per application 500 Up to 5.0 acres; plus,  
\$20/acre for the next 15 acres ( 5.01 – 20.0 acre); plus,  
\$5/acre for the next 80 acres ( 20.01 – 100.0 acre); plus,  
\$2.50/acre for all acres thereafter  
Plus an Administrative Advertising Fee of \$50~~

**b. PUD - Preliminary Master Development Plan Approval**

~~\$1,000 – up to 5 acres~~

~~\$2,000 – 5.01 – 20 acres 650 Up to 5.0 acres; plus,~~

~~\$3,000 – 20.01+ acres 25/acre for the next 15 acres ( 5.01 – 20.0 acre); plus,~~

~~\$10/acre for the next 80 acres ( 20.01 – 100.0 acre); plus,~~

~~\$5/acre for all acres thereafter~~

~~Plus an Administrative Advertising Fee of \$50 PC fees v 2013 Page 2 of 5~~

**c. PUD - Final Master Development Plan Approval**

~~\$500 – up to 5 acres~~

~~\$750 – 5.01 – 50 acres~~

~~\$1,000 – 50.01+~~

~~\$300 Up to 5.0 acres; plus,~~

~~\$10/acre for the next 95 acres ( 5.01 – 100.0 acre); plus,~~

~~\$2.50/acre for the next 400 acres ( 100.01 – 500.0 acre); plus,~~

~~\$1.25/acre for all acres thereafter~~

**d. Zoning Letters \$50**

~~1. Zoning Verification Letter \$25~~

~~2. Zoning Compliance Letter \$50~~

**V. PUD Amendments**

~~**a. Amendment - Approved Preliminary or Final Master Development Plan; to Regional Planning Commission & Board of Commissioners. Fee calculated based on affected area.**~~

~~\$1,000~~

~~\$300 Up to 5.0 acres; plus,~~

~~\$15/acre for the next 95 acres ( 5.01 – 100.0 acre); plus,~~

~~\$7.50/acre for the next 400 acres ( 100.01 – 500.0 acre); plus,~~

~~\$3.75/acre for all acres thereafter~~

~~Plus an Administrative Advertising Fee of \$50~~

~~**b. Minor Site Modification - \$300**\$375~~

**VI. Site Plans (~~Master & Site Development Plans~~)**

~~**a. Site Plan Approval (RPC):**~~

~~\$1,000 – up to 3 acres~~

~~\$2,000 – 3.01 – 20 acres~~

~~\$3,000 – 21.01+ acres~~

~~\$500 for 0 to 3.00 acres; plus,~~

~~\$100 per acre, or fraction thereof, up to a maximum of \$3,000 per project.~~

**b.** Site Plan Modification/Accessory/Buildings/Additions /Expansions (RPC or Administrative)

\$375

~~\$250 for 0 to 3.00 acres; plus,  
\$50 per acre, or any fraction thereof, up to a maximum of \$1500 per project.~~

**c.** Landscape Plan Review Landscape review fees are included in plan review fees. ~~For any Site Plans, Subdivisions, and Planned Unit Developments requiring a Consultant Review:~~

~~First & Second Review: \$150 for 0 to 3.00 acres;~~

~~plus \$50 per acre, or any fraction thereof, up to a maximum of \$1,000 per project.~~

~~Third & Following Reviews: \$75~~

~~d. Modification of~~

~~Landscape Plan~~

~~50% of the~~

~~Landscape~~

~~Review Fee~~

## VII. Board of Zoning Appeals

~~a. Variance Request Administrative Appeal: \$500~~

~~b. Conditional Use Permit: \$500~~

~~c. Variance: \$500~~

~~Single Family Residential – \$100.00, plus cost of all public notice signs.~~

~~All Others – \$300.00, plus cost of all public notice signs. PC fees v 2013 Page 3 of~~

~~5~~

~~b. Conditional Use Permit (includes Major Home Occupation)~~

~~\$150.00, plus cost of all public notice signs.~~

~~d. Administrative Appeal – \$200.00~~

## VIII. Subdivisions

**a.** Concept Plan \$250.00

**b.** Modification of Concept Plan \$125

**c.** Preliminary Subdivision Plat

\$1,000 – up to 50 lots

\$2500 – 51 or more lots

~~— 1-25 lots – \$500 plus \$25 per lot~~

~~— 26-50 lots – \$1,000 plus \$25 per lot~~

~~— 50 lots or more – \$2,500 plus \$25 per lot~~

**d.** Preliminary Plat Modification

\$500 – up to 50 lots

~~\$1,250 – 51 or more lots 375 + \$25 per lot~~

~~\$500 Construction/Infrastructure Plan Review~~

~~e. Final Subdivision Plat (RPC and/or Staff Approval)~~

~~\$500 – up to 26 lots~~

~~\$1,000 – 26-50 lots~~

~~\$1,500 – 51+ lots~~

~~\$200.00 plus \$25 per lot~~

~~f. Modification of Preliminary or Administrative or RPC Final Plat Modification~~

~~\$200~~

~~50% of the calculated fees~~

~~g. Subdivision Regulation Variance~~

~~\$150 per request~~

~~\$100.00 per Variance request~~

**IX. Home Occupation**

~~a. Major Home Occupation \$20~~

~~b. Minor Home Occupation \$20~~

**X. Signs**

~~a. Permanent Signs~~

~~\$125 per wall sign~~

~~\$200 per monument sign~~

~~\$50 per sign reface~~

~~\*For signs placed prior to approval/permitting, the fee will be double the amount shown.~~

~~b. Temporary sign - \$25 per permit~~

**IX. \*\*\*REQUIRED NOTICE PROCEDURES\*\*\***

~~a. For all applications currently requiring the posting of signs and/or the mailing of notices to adjoining property owners, whether to the Board of Commissioners, Regional Planning Commission, or Board of Zoning Appeals, the City may require that the applicant be responsible for performing the actions under this Section according to the procedures established by the City of Mt. Juliet.~~

~~b. In addition to the above applications, all applications for rezoning, Planned Unit Development, and Planned Unit Development Amendments shall require the mailing and posting of signs/notices prior to Regional Planning Commission meeting, as specified below.~~

~~SIGNS. A minimum of one sign shall be posted on the subject property and adjacent property as necessary to provide adequate notice to the public.~~

~~a. The applicant shall be required to pick up and post signs as instructed by Planning & Zoning Staff. A fee will be assessed to the applicant for the cost of each sign.~~

~~b. The applicant shall submit a signed and dated Affidavit attesting to the posting of signs and that signs will be maintained through the Planning Commission meeting date.~~

~~c. All signs shall be removed by the applicant within five (5) working days following the meeting for which they pertain.~~

~~NOTICES. Notices shall be mailed to adjoining property owners as follows.~~

~~a. The applicant shall prepare a "tax assessor" type map showing the property and all adjoining properties. In the case where a street is adjacent to the subject site, PC fees v 2013 Page 4 of 5~~

~~properties across the street shall be considered 'adjoining.' A typed list containing each adjoining property shall be prepared that includes the following: property owner name, mailing address, Tax Map and Parcel number.~~

~~b. The Planning & Zoning Office and/or City Recorder's Office will provide the applicant with the "notice" to be mailed to property owner's identified in 'a' above. The applicant shall make copies of the notice and insert one such notice in a business size envelope, addressed to each individual property owner. Said envelopes shall use the appropriate address below as the "return address" and seal and mark envelopes with appropriate postage. Notice for the Regional Planning Commission shall contain postage for first class mail through the U.S. Post Office. Notices prepared for the Board of Commissioners shall be prepared for Certified Mail.~~

~~*Planning Commission Meeting: Board of Commissioners Meeting:*~~

~~*Planning & Zoning Office*~~

~~*City Recorder City of Mt.*~~

~~*Juliet City of Mt. Juliet*~~

~~*73 E. Hill Street 2425 N.*~~

~~*Mt. Juliet Road Mt. Juliet,*~~

~~*TN 37122 Mt. Juliet, TN*~~

~~*37122*~~

~~c. The applicant shall then submit the map, property owner list, and completed envelopes described in 'a' and 'b' above to Staff, as well as the Affidavit required for any applicable signs.~~

~~d. The failure to deliver the above within the time frame required, will result in the application not being heard on the scheduled Regional Planning Commission meeting date.~~

**Sec. 26-147. Fee schedule.**

The Fee Schedule, as adopted by the Board of Commissioners, is available on the City of Mt. Juliet's official website and by contacting or visiting the Planning Department or other designated administrative offices.

In pursuance of the purposes established by this article, the following interim fee schedule has been adopted:

Purpose	Fee
<b>Zoning</b>	
-Land use plan amendment	\$ 250.00
-Rezoning requests for all zoning districts, except residential or commercial planned unit development districts (includes all public notices and processing to planning commission and city commission)	
-Text amendments	400.00
<b>Property</b>	
-Up to five acres	400.00
-Plus, next 6—100 acres (per acre)	5.00
-Plus, over 100 acres (per acre)	2.50
-Rezoning requests with preliminary master development plan for residential, mixed use or commercial planned unit developments	
-New preliminary plan	
-Up to five acres	400.00
-Plus, next 6—100 acres (per acre)	20.00
-Plus, over 101—500 acres (per acre)	10.00
-Plus, next 501 acres and up (per acre)	5.00
-Revise/amend/cancel preliminary plan 50 percent or more	
-Up to five acres	400.00
-Plus, next 6—100 acres (per acre)	20.00
-Plus, over 101—500 acres (per acre)	10.00
-Plus, next 501 acres and up (per acre)	5.00
-Revise/amend/cancel preliminary plan 50 percent or less	
-Up to five acres	300.00
-Plus, next 6—100 acres (per acre)	15.00
-Plus, over 101—500 acres (per acre)	7.50
-Plus, next 501 acres and up (per acre)	3.75
-Plus, cost of traffic studies, flood studies, geotechnical studies or any other studies required by the planning commission or city commission	
-Final master development plan review fees for residential, mixed use and commercial planned unit developments	
-Up to five acres	200.00
-Next 6—100 acres (per acre)	5.00
-Over 101—500 (per acre)	2.50
-Next 501 acres and up (per acre)	1.25

EXHIBIT B

	-Master development plan review fees for variable lot residential developments (cluster subdivisions), multifamily developments, manufactured home parks, commercial complexes	—500.00
	-Plus, beginning at 3.01 acres (per acre or any fraction thereof)	—100.00
	-Maximum of per project	3,000.00
	-Plus, cost of traffic studies, flood studies, geotechnical studies or any other studies required by the planning commission or city commission	
	-Master development plan modification	Same
	-Commercial site plan review fees	—500.00
	-Plus, beginning at 3.01 acres (per acre or any fraction thereof)	—100.00
	-Maximum of per project	3,000.00
	-Plus, cost of traffic studies, flood studies, geotechnical studies or any other studies required by the planning commission or city commission	
	-Master development plan modification	Same
	-Expansion of existing commercial	
	-Type 1 expansion	
	-Structure, either an addition to an existing building or a freestanding accessory structure up to 2,000 square feet in floor area or 50 percent of the total square footage of the existing building, whichever is less	—250.00
	-Plus, beginning at 3.01 acres (per acre)	—50.00
	-Maximum of per project	1,500.00
	-Plus, cost of traffic studies, flood studies, geotechnical studies or any other studies required by the planning commission or city commission	
	-Modification of type 1 site plan	Same
	-Type 2 expansion (same as new commercial)	
	-Structure, either an addition to an existing building or a freestanding accessory structure up to 2,001 square feet in floor area or in excess of 50 percent of the total square footage of the existing building, whichever is less	—500.00
	-Plus, beginning at 3.01 acres (per acre)	—100.00
	-Maximum of per project	3,000.00
	-Plus, cost of traffic studies, flood studies, geotechnical studies or any other studies required by the planning commission or city commission	
	-Modification of type 2 site plan	Same
	-Landscape plan review fees for commercial site plans, commercial complexes and residential, mixed use and commercial planned unit developments	—150.00
	-Plus, beginning at 3.01 acres (per acre)	—50.00
	-Maximum of per project	1,000.00
	-Modification of landscape plan	Same
	-Landscape plan review fees for transitional protective yards in residential subdivisions	
	-Per linear foot of required transitional protective yard	—0.25
	-Modification of landscape plan (TPY)	Same
	-Zoning certificate (letter)	—15.00
	-Board of zoning appeals	
	-Variance request, plus cost of all public notices and signs	—100.00
	-Administrative appeals, plus cost of all public notices and signs	—100.00
	-Conditional use permit, plus cost of all public notices and signs	—100.00

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EXHIBIT B

	-Fees to be paid at the time application and as condition for processing any application. The fees charged herein, in addition to and separate from any fee charges for sewer development, sewer use or sewer rate fees as set forth in city ordinances	
	-Copy of city zoning regulations	—75.00
<b>Subdivisions</b>		
	-Conceptual subdivision plat	1,000.00
	-Plus, cost of traffic studies, flood studies, geotechnical studies or any other studies required by the planning commission or city commission	
	-Modification of conceptual subdivision plat	Same
	-Preliminary subdivision plat	
	-10—25 lots	—500.00
	-Plus, per lot for construction plan review	—25.00
	-26—50 lots	1,000.00
	-Plus, per lot for construction plan review	—25.00
	-50 lots or more	2,500.00
	-Plus, per lot for construction plan review	—25.00
	-Plus, cost of traffic studies, flood studies, geotechnical studies or any other studies required by the planning commission or city commission	
	-Modification of preliminary subdivision plat	Same
	-Final subdivision plat	—100.00
	-Plus, per lot	—25.00
	-Plus, cost of traffic studies, flood studies, geotechnical studies or any other studies required by the planning commission or city commission	
	-Modification of final subdivision plat	Same
	-Subdivision amendment	—100.00
	-Plus, per lot	—7.50
	-Subdivision variance (per variance)	—100.00
	-Subdivision performance bond	
	-New or replacement, with application	—50.00
	-Extension of existing	—25.00
	-Reduction only	—25.00
	-Release	No fee
	-Subdivision maintenance bond	
	-New or replacement	—50.00
	-Extension of existing	—25.00
	-Reduction only	—25.00
	-Release	No fee
	-Copy of subdivision regulations	—75.00

(Code 1997, § 6-6-106; Ord. No. 2002-37, 10-28-2002; Ord. No. 2008-12, §§ 2-4, 2-11-2008)



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1587

**Agenda Date:** 3/23/2026

**Agenda #:** 8.D.

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**Title:**

AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE BUILDING & CODES DEPARTMENT AND AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES CHAPTER 8, ARTICLE III, SECTION 8-59 REGARDING FEES

**ORDINANCE 2026 –**

**AN ORDINANCE TO ADOPT A FEE SCHEDULE FOR THE BUILDING & CODES DEPARTMENT AND AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES CHAPTER 8, ARTICLE III, SECTION 8-59 REGARDING FEES**

**WHEREAS**, the Board of Commissioners of the City of Mt. Juliet desires to adopt a Building & Codes Department Fee Schedule attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS**, the Fee Schedule establishes fees that are reasonable and proportionate, and that are intended to recover the City’s costs associated with providing the delivery of building-related permits and certificates, inspections, plan review, and services; and

**WHEREAS**, the Building Codes Department Fee Schedule shall be made available to the public through the City of Mt. Juliet’s official website and by contacting or visiting the Building & Codes Department or other designated administrative offices; and

**WHEREAS**, the Board of Commissioners also desires to amend the City of Mt. Juliet Code of Ordinances, Chapter 8, Article III, Section 8-59 to remove outdated fee provisions and provide a reference to the adopted Building & Codes Department Fee Schedule; and”

**WHEREAS**, Chapter 8, Article III, of the Code of Ordinances is desired to be amended as follows:

<b>Chapter</b>	<b>Article</b>	<b>Section</b>	<b>Section Title</b>	<b>Action</b>
8	III	8-59	Building permit fees; plan review and inspection fees	Amended

; and

**WHEREAS**, the specific amendments desired to be made to Chapter 8, Article III, Section 8-59 of the Code of Ordinances are shown in redline form in the attached Exhibit B.

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

**Section 1.** The Building & Codes Department Fee Schedule, attached hereto as Exhibit A and incorporated herein by reference, is hereby adopted.

**Section 2.** The Building & Codes Department Fee Schedule shall be made available to the public on the City of Mt. Juliet’s official website and by contacting or visiting the Building & Codes Department or other designated administrative offices.

**Section 3.** The Code of Ordinances, Chapter 8, Article III, Section 8-59 is amended to read in its entirety as follows:

**ORDINANCE 2026 –**

The Fee Schedule, as adopted by the Board of Commissioners, is available on the City of Mt. Juliet’s official website and by contacting or visiting the Building & Codes Department or other designated administrative offices.

**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:

FIRST READING: March 9, 2026

SECOND READING:

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

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

ATTEST:

\_\_\_\_\_  
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney



City of Mt. Juliet  
**FEE SCHEDULE**  
 Building & Codes Department

Ordinance No. 2026-  
 Effective Date: 03/23/2026

**Residential Decks, Detached Garages, Pole Barns, Misc. Structures, Remodels & Renovations**

Total Valuation	Fee
\$1,000 and less	\$15 per inspection (minimum \$50)
\$1,001 – \$50,000	\$15 first \$1,000 + \$5 per additional \$1,000 (minimum \$50)
\$50,001 – \$100,000	\$260 first \$50,000 + \$4 per additional \$1,000
\$100,001 – \$500,000	\$460 first \$100,000 + \$3 per additional \$1,000
\$500,000 and up	\$1,660 first \$500,000 + \$2 per additional \$1,000

**Note:** Valuation determined by the most current ICC Building Valuation Data (without regional modifier) at [www.iccsafe.org](http://www.iccsafe.org).

**Non-Residential New Construction**

Building Size	Fee
10,000 sq ft or less	\$0.40 per sq ft
10,001 – 30,000 sq ft	\$0.30 per sq ft
30,001 – 50,000 sq ft	\$0.25 per sq ft
50,001 – 100,000 sq ft	\$0.20 per sq ft
100,001 – 200,000 sq ft	\$0.15 per sq ft
200,001 – 400,000 sq ft	\$0.11 per sq ft
400,001 sq ft and greater	\$0.11 per sq ft

**Plan Review Fees**

Type	Fee
Residential Construction	½ of Building Permit Fee
Non-Residential Construction	Equal to the Building Permit Fee

**Plumbing Permit Fees**

Type	Fee
Base Plumbing Permit Fee	\$75
Additional Fixture	\$9.25 each
Sewer Connection (if applicable)	\$38.50
Water Connection (if applicable)	\$38.50

**Mechanical Permit Fees**

Type	Fee
Residential Mechanical Base Fee	\$75
Additional Fixture	\$10 each
Water Heater (if applicable)	\$19
Non-Residential Mechanical	\$75 first \$1,000 + \$8 per additional \$1,000



City of Mt. Juliet  
**FEE SCHEDULE**  
Building & Codes Department

Ordinance No. 2026-  
Effective Date: 03/23/2026

## ELECTRICAL PERMIT FEES

### Lighting Circuits

Type	Fee
Lighting Circuits (10 outlets or less)	\$20
Additional Outlets over 10	\$0.50 each

**Note:** *Lighting circuits or any other circuits with outlets intended for low-voltage devices, lamp-holding devices, or receptacles used for small portable electrical devices and appliances operating at 130 volts or less.*

### Motors and Generators

Type	Fee
Motor – 1 HP or less	\$2 each
Motor – 1 to 10 HP	\$7.55 each
Motor – Over 10 HP	\$13.25 each
Motor-Generator Set	\$19 each

### Electric Ranges

Type	Fee
Residential Electric Range	\$19 each
Commercial Electric Range	\$22.75 each

### Water Heaters

Type	Fee
Residential Water Heater	\$15 each
Commercial Water Heater	\$19 each

### Electrical Heat and Electrically Heated Appliances

Type	Fee
Over 1 KW and Including 5 KW	\$19 each
Over 5 KW and Including 10 KW	\$19 each
Over 10 KW	\$19 each
HVAC	\$40 each Air Handling Unit

### Electric Dryers

Type	Fee
Residential	\$9.50 each
Commercial	\$13.50 each



City of Mt. Juliet  
**FEE SCHEDULE**  
 Building & Codes Department

Ordinance No. 2026-  
 Effective Date: 03/23/2026

**ELECTRICAL PERMIT FEES CONT.**

**Electric Signs**

Type	Fee
Electric Signs	\$19 each, Excluding Service

**Lunch Wagons, Bookmobiles, Medical Service Vehicles, & Similar Structures on Wheels**

Type	Fee
Lighting Only	\$19

**Service, New Install, Increasing Size, or Relocation**

Type	Fee
Per Meter	\$11.50

**Installation of Wiring**

Type	Fee
Installation	\$7.55 each

**Note:** Installation of any wiring, device, apparatus, appliance, or equipment not specifically listed herein, including but not limited to disconnects and 220-volt receptacles, shall be \$7.55 each.

**Distribution, Lighting, or Switch Panels**

Type	Fee
Up to, and Including 200 Amperes	\$9.50 each
201 to 400 Amperes	\$19 each
401 to 800 Amperes	\$28.50 each
801 to 1,600 Amperes	\$47.50 each
1,601 to 3,000 Amperes	\$75.50 each
3,001 to 6,000 Amperes	\$142 each
Each Additional 100 Amperes	\$2.85

**Temporary Poles and Service Releases**

Type	Fee
0 to 200 Amperes	\$40
201 to 400 Amperes	\$50
401 to 600 Amperes	\$60
601 to 1,000 Amperes	\$100
Over 1,000 Amperes	\$350



City of Mt. Juliet  
**FEE SCHEDULE**  
Building & Codes Department

Ordinance No. 2026-  
Effective Date: 03/23/2026

**ELECTRICAL PERMIT FEES CONT.****Low Voltage**

Type	Fee
Residential	\$40 per inspection
Commercial	\$100 per inspection

**Occupancy Final**

Type	Fee
Residential	\$50 per inspection
Commercial	\$100 per inspection

**Emergency Re-Connection of Service**

Type	Fee
Emergency Re-Connection of Service	\$100 each

**Consultation Fee**

Type	Fee
Consultation Fee	\$75

**Rough-In**

Type	Fee
Rough-In	\$40

**Minimum Fee**

Minimum Fee is \$ 75.00 (Including permit for the installation of any electrical system or part thereof, including but not limited to the installation of both new electrical systems and additions, alterations and repairs to existing electrical systems, the installation of electrical fixtures, equipment, devices and appurtenances thereto, temporary services, etc.)

**OTHER FEES****Demolition Permit Fee**

Type	Fee
Residential Single-Family	\$125
Other (0 –100,000 cubic ft)	\$125
Over 100,000 cubic ft	\$125 + \$0.50 per 1,000 cubic ft



City of Mt. Juliet  
**FEE SCHEDULE**  
Building & Codes Department

Ordinance No. 2026-  
Effective Date: 03/23/2026

**OTHER FEES CONT.**

**Swimming Pool Permit Fees**

Type	Fee
Above-Ground Residential Pool	\$50
All Other Pools	See Note

**Note:** For all other pools the fee shall be based upon the contract or purchase price based upon Fee Schedule Chart labeled "Residential Decks, Detached Garages, Pole Barns, Misc. Structures, Remodels & Renovations."

**Re-Inspection Fee / Failed Inspection Fee**

Type	Fee
First Failed Inspection	\$150
Second Failed Inspection	\$150
Third Failed Inspection	\$150
Fourth Failed Inspection	\$150 With a Minimum Three Day Stop Work Order Attached

**Note:** If any construction work that requires an inspection, does not meet the minimum standards and fails inspection shall be subject to a re-inspection fee. This fee must be paid prior to re-inspection being performed unless other arrangements are made with the Building Official.

**Fee For Beginning to Work Without Obtaining a Permit**

Any person who commences any work on a building, structure, electrical, gas, mechanical, plumbing or fire suppression system prior to obtaining the appropriate permits, shall be subject to a penalty of 100% of the usual Permit Fee in addition to the required permit fees, (i.e. triple the permit fee).

**TN Department of Commerce and Insurance Rule 0780-02-03**

If the construction must comply with the requirements for review by the Tennessee Department of Commerce and Insurance as provided for in Rule 0780-02-03, and the plans must be reviewed and permits issued by the City of Mt Juliet, an additional plan review fee of Two Hundred Fifty Dollars (\$250) plus Two Dollars and Fifty Cents (\$2.50) per each one thousand dollars (\$1,000) or fraction thereof, based on valuation of construction, will be added to the above fees.

**Residential Temporary Certificate of Occupancy (Temp Co)**

Residential Temporary CO cost is Two-Hundred Fifty Dollars (\$250.00) and is valid for 30 days. The Temporary C) can be re-issued two (2) times per property with the approval of the Building Official. Commercial Temporary CO cost is 3% of the total building permit cost or a minimum of \$500.00 whichever is greater. The Temporary CO can be re-issued two (2) times per property with the approval of the Building Official.



EXHIBIT A

City of Mt. Juliet  
**FEE SCHEDULE**  
Building & Codes Department

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Ordinance No. 2026-  
Effective Date: 03/23/2026

**OTHER FEES CONT.**

**Structure Moving Permit Fee**

A Fee for the moving of a structure into, out of, or through the city shall be: \$100.00 plus any fees charged by the Regional Planning Commission (if required).

**Re-Roofing Permit Fee**

The residential re-roofing permit cost is \$75.00. The required inspections are a rough-in and a final inspection. Commercial re-roofing permit cost is 1% of the total job cost evaluation. We will need to see the written signed contract before issuing the permit.

**Exhibit B**  
PART II - CODE OF ORDINANCES  
Chapter 8 - BUILDINGS AND BUILDING REGULATIONS  
ARTICLE III. PROPERTY MAINTENANCE

---

**ARTICLE III. PROPERTY MAINTENANCE**

Sec. 8-59. Building permit fees; plan review and inspection fees.

**The Fee Schedule, as adopted by the Board of Commissioners, is available on the City of Mt. Juliet's official website and by contacting or visiting the Building & Codes Department or other designated administrative offices.**

(a) ~~A graduated building permit schedule for all nonresidential buildings is adopted as follows:~~

Building Size in Square Footage (in square feet)	Permit Fee (per square foot)
10,000 or less	\$0.30
10,001—30,000	—0.20
30,001—50,000	—0.15
50,001—100,000	—0.10
100,001—200,000	—0.06
200,001—400,000	—0.04
400,001 or greater	—0.03

(b) ~~A plan review and inspection fee for all nonresidential buildings is adopted as follows:~~

Building Size (in square feet)	Plan Inspection Fee (per square foot)
100,000 or less	\$0.05
100,001 or greater	\$0.05, maximum of \$20,000.00

(c) ~~The plan review and inspection fee shall be payable at the time that construction plans are submitted, but shall be exclusive of the building permit fee.~~

~~(Ord. No. 2005-06, §§ 1—3, 4-11-2005)~~



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1624

**Agenda Date:** 3/23/2026

**Agenda #:** 8.E.

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**Title:**

AN ORDINANCE TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 2, ARTICLE VI TO ESTABLISH REASONABLE COURT COSTS, LITIGATION TAXES, AND AN E-CITATION FEE

**ORDINANCE 2026 –**

**AN ORDINANCE TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES,  
CHAPTER 2, ARTICLE VI TO ESTABLISH REASONABLE COURT COSTS,  
LITIGATION TAXES, AND AN E-CITATION FEE**

**WHEREAS**, Tennessee Code Annotated § 16-18-304 allows cities to set and collect reasonable municipal court costs; and

**WHEREAS**, the 114<sup>th</sup> General Assembly of the State of Tennessee passed Public Chapter 459 amending Tennessee Code Annotated §16-18-304(a) to increase the municipal training education fee from \$1.00 to \$2.00 that took effect on July 1, 2025; and

**WHEREAS**, Tennessee Code Annotated § 67-4-601 allows cities to levy and collect local litigation taxes; and

**WHEREAS**, the local litigation tax is in addition to the State litigation taxes as defined in Tennessee Code Annotated § 67-4-601 and any other taxes and/or fees imposed pursuant to state statutes and/or City ordinances; and

**WHEREAS**, Tennessee Code Annotated § 55-10-207 was amended by Public Chapter 750 (2014), authorizing electronic citations to be filed in court, along with a fee to recover costs associated with both written and electronic citations; and

**WHEREAS**, the Board of Commissioners has determined that it is in the best interest of the City to amend Chapter 2, Article VI regarding court costs and set an adjusted court cost amount, litigation taxes, and an e-citation fee; and

**WHEREAS**, Chapter 2, Articles VI of the Code of Ordinances is desired to be amended as follows:

<b>Chapter</b>	<b>Article</b>	<b>Section</b>	<b>Section Title</b>	<b>Action</b>
2	VI	2-154	Fines, penalties, and costs	Amended

; and

**WHEREAS**, the specific amendments desired to be made to Chapter 2, Article VI of the Code of Ordinances are shown in redline form in the attached Exhibit A.

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

**Section 1.** The Code of Ordinances, Chapter 2, Article VI, Section 2-154, “Fines, penalties, and costs,” is hereby amended to read in its entirety as follows:

- (a) All fines and costs shall be imposed by the City judge and recorded by the municipal court clerk on the municipal court docket.

## ORDINANCE 2026 –

- (b) *Court costs.* In all cases heard and determined by him or her, the City judge shall impose court costs in the amount of one hundred forty-five dollars (\$145.00), unless otherwise set by state law.

Two dollars (\$2.00) of the court costs shall be forwarded by the court clerk to the state treasurer in accordance with Tennessee Code Annotated § 16-18-304(a) to be used by the Administrative Office of the Courts for training and continuing education courses for municipal court judges and municipal court clerks.

- (c) *Dismissal.* When any person has been charged with violation of a law regarding vehicle equipment (including but not limited to inoperable headlights, tail lights, brake lights or turn signals), driver licensing, or vehicle licensing and registration, the charge may be dismissed if the person charged with the violation submits evidence of compliance with such law on or before the court date; provided, however, that the city judge may establish a separate court cost not to exceed thirty dollars (\$30.00) to be collected from the person charged with the violation. This separate court costs will be assessed in lieu of the court costs detailed in the section above.

Two dollars (\$2.00) of the court costs shall be forwarded by the court clerk to the state treasurer in accordance with Tennessee Code Annotated § 16-18-304(a) to be used by the Administrative Office of the Courts for training and continuing education courses for municipal court judges and municipal court clerks.

- (d) *Litigation taxes.* In all cases where the defendant is charged with the violation of a City ordinance or authorized state statute and is found guilty, whether by trial or plea of guilty, such defendant shall pay:

- (1) The State litigation taxes as defined in Tennessee Code Annotated § 67-4-601.
- (2) In addition, pursuant to the authority granted in Tennessee Code Annotated § 67-4-601, the City of Mt. Juliet adopts a local litigation tax of \$13.75 and the court shall levy this local litigation tax in all cases in which the state litigation tax is levied.
- (3) Any other taxes and/or fees imposed pursuant to state statutes and/or town ordinances.

- (e) *Electronic citation regulations and fees.*

- (1) As used in this section, "electronic citation" means a written citation or an electronic citation prepared by a law enforcement officer on paper or on an electronic data device with the intent the citation shall be filed, electronically or otherwise, with a court having jurisdiction over the alleged offense.

**ORDINANCE 2026 –**

- (2) Pursuant to and in accordance with state statutory requirements found in Tennessee Code § 55-10-207(e), each court clerk shall charge and collect an electronic citation fee of five dollars (\$5.00) for each citation which results in a conviction.
- (3) *Sunset provision.* This section and its fee requirement shall terminate five (5) years from the date of adoption of this Ordinance.

**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 April \_\_\_\_, 2026 to allow time for the City to update programs/software, citations, etc.

PASSED:

FIRST READING: March 9, 2026

SECOND READING:

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

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

ATTEST:

\_\_\_\_\_  
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney

## **ARTICLE VI. CITY COURT<sup>1</sup>**

### **Sec. 2-154. Fines, penalties and costs.**

(a) ~~Court costs. Court costs assessed in city court shall be in a sum equal to that assessed by the general sessions court of the county pursuant to T.C.A. § 6-21-507 in the same amount and for the same item as set forth in the following schedule:~~

~~(1) An administrative fee, not to exceed court costs, will be assessed for each additional charge listed on the ticket, plus a \$5.00 fuel surcharge per ticket.~~

~~(2) Multiple charges can be included on one ticket. The judge is hereby authorized to charge one court cost per citation and an administrative fee per any additional offense.~~

~~(3) Dismissal fee: \$20.00.~~

Schedule of Violations	Fine	Court Costs	Total
<b>Speeding violations</b>			
Speeding 11—19 mph over posted	\$ 5.00	\$141.00	\$146.00
Speeding 20—29 mph over posted	—25.00	—141.00	—166.00
Speeding 30+ over posted	—50.00	—141.00	—191.00
Exception: all I-40 speeders clocked at 91+ mph	—50.00	—141.00	—191.00
<b>Other traffic violations</b>			
Avoiding intersection	—5.00	—138.00	—143.00
Careless or negligent driving (city ordinance)	—25.00	—138.00	—163.00
Child restraint	—20.00	—00.00	—20.00
D/L violations (all)	—5.00	—138.00	—143.00
Failure to change D/L address	—5.00	—138.00	—143.00
Following too closely	—5.00	—138.00	—143.00
HOV lane violation	—50.00	—10.00	—60.00
Registration law	—5.00	—138.00	—143.00
Light law	—5.00	—138.00	—143.00
Muffler law	—5.00	—138.00	—143.00
Handicap parking	—5.00	—138.00	—143.00
Passing violations (all)	—50.00	—138.00	—188.00
Open container	—50.00	—138.00	—188.00
Reckless driving	—50.00	—189.00	—239.00
Seat belt	—20.00	—00.00	—20.00
Stop sign/traffic light	—5.00	—138.00	—143.00
Per ticket —fuel charge	—5.00		—5.00

<sup>1</sup>State law reference(s)—Qualifications for city judge, T.C.A. § 6-21-501; powers, T.C.A. § 6-21-502; court dockets, T.C.A. § 6-21-503; arrests and warrants, T.C.A. § 6-21-504; appearance bond, T.C.A. § 6-21-505; fines and labor, T.C.A. § 6-21-506; costs and fines, T.C.A. § 6-21-507.

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~~(b) *Fines and penalties.* Under no circumstances shall any defendant found guilty in municipal court of violation of any ordinance be fined or penalized in an amount which exceeds that specified by the constitution and the legislature, except as otherwise provided in this section. Actions, or failure to act, as forbidden or required by ordinance shall be considered as separate offenses for each day that the act or failure to act persists.~~

~~(c) *Court cost and remedial sanctions.* Any defendant found guilty in the municipal court of the violation of any ordinance shall be required to pay the court cost associated with the cause, in addition to any other fine or remedial civil sanction. Whenever remedial civil sanctions are sought the city shall provide, prior to hearing, a detailed statement of costs and expenses sought to be recovered against the defendant as civil sanctions.~~

~~(d) *Remedial civil sanctions.* Any defendant found guilty in the municipal court of violating any municipal ordinance may be ordered to pay, in addition to the maximum penalty as set forth at subsection (a) of this section, an additional sum as determined by the court to be necessary to:~~

~~(1) Compensate the city for loss;~~

~~(2) Reimburse the city for expenses associated with the penalty (other than court costs);~~

~~(3) Disgorge ill gotten gains from the defendant;~~

~~(4) Provide for restitution for harm caused the city by the ordinance violation; and~~

~~(5) Ensure compliance with an order or directive through a prospectively coercive fee.~~

(a) All fines and costs shall be imposed by the City judge and recorded by the municipal court clerk on the municipal court docket.

(b) *Court costs.* In all cases heard and determined by him or her, the City judge shall impose court costs in the amount of one hundred forty-five dollars (\$145.00), unless otherwise set by state law.

Two dollars (\$2.00) of the court costs shall be forwarded by the court clerk to the state treasurer in accordance with Tennessee Code Annotated § 16-18-304(a) to be used by the Administrative Office of the Courts for training and continuing education courses for municipal court judges and municipal court clerks.

(c) *Dismissal.* When any person has been charged with violation of a law regarding vehicle equipment (including but not limited to inoperable headlights, tail lights, brake lights or turn signals), driver licensing, or vehicle licensing and registration, the charge may be dismissed if the person charged with the violation submits evidence of compliance with such law on or before the court date; provided, however, that the city judge may establish a separate court cost not to exceed thirty dollars (\$30.00) to be collected from the person charged with the violation. This separate court costs will be assessed in lieu of the court costs detailed in the section above.

Two dollars (\$2.00) of the court costs shall be forwarded by the court clerk to the state treasurer in accordance with Tennessee Code Annotated § 16-18-304(a) to be used by the Administrative Office of the Courts for training and continuing education courses for municipal court judges and municipal court clerks.

(d) *Litigation taxes.* In all cases where the defendant is charged with the violation of a City ordinance or authorized state statute and is found guilty, whether by trial or plea of guilty, such defendant shall pay:

(1) The State litigation taxes as defined in Tennessee Code Annotated § 67-4-601.

(2) In addition, pursuant to the authority granted in Tennessee Code Annotated § 67-4-601, the City of Mt. Juliet adopts a local litigation tax of thirteen dollars and seventy-five cents (\$13.75) and the court shall levy this local litigation tax in all cases in which the state litigation tax is levied.

(3) Any other taxes and/or fees imposed pursuant to state statutes and/or town ordinances.

(e) *Electronic citation regulations and fees.*

- 
- (1) As used in this section, "electronic citation" means a written citation or an electronic citation prepared by a law enforcement officer on paper or on an electronic data device with the intent the citation shall be filed, electronically or otherwise, with a court having jurisdiction over the alleged offense.
  - (2) Pursuant to and in accordance with state statutory requirements found in Tennessee Code § 55-10-207(e), each court clerk shall charge and collect an electronic citation fee of five dollars (\$5.00) for each citation which results in a conviction.
  - (3) *Sunset provision.* This section and its fee requirement shall terminate five (5) years from the date of adoption of this Ordinance.



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1625

**Agenda Date:** 3/23/2026

**Agenda #:** 8.F.

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**Title:**

AN ORDINANCE TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 28 TO ADOPT STATE TRAFFIC OFFENSES & RULES OF THE ROAD AND TO REPEAL SECTION 28-66 REGARDING RECKLESS / CARELESS DRIVING

**ORDINANCE 2026 –**

**AN ORDINANCE TO AMEND THE CITY OF MT. JULIET CODE OF ORDINANCES, CHAPTER 28 TO ADOPT STATE TRAFFIC OFFENSES & RULES OF THE ROAD AND TO REPEAL SECTION 28-66 REGARDING RECKLESS / CARELESS DRIVING**

**WHEREAS**, the Tennessee General Assembly amended the laws pertaining to adoption of state laws by municipalities by reference, by changing the statute under which such adoption is made and by further specifying that only Class C misdemeanors may be adopted by municipalities and enforced as municipal ordinance violations; and

**WHEREAS**, the Board of Commissioners desires to adopt by reference state traffic offenses and Rules of the Road; and

**WHEREAS**, the Board of Commissioners also desires to repeal the City ordinance violation of careless driving found in Chapter 28, Article III, Section 28-66 of the Code of Ordinances; and

**WHEREAS**, Chapter 28, Articles I and III of the Code of Ordinances are desired to be amended as follows:

<b>Chapter</b>	<b>Article</b>	<b>Section</b>	<b>Section Title</b>	<b>Action</b>
28	I	28-1	Adoption of state traffic statutes	Added
28	III	28-66	Reckless driving; careless or negligent driving	Repealed

; and

**WHEREAS**, the specific amendments desired to be made to Chapter 28, Articles I and III of the Code of Ordinances are shown in redline form in the attached Exhibit A.

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

**Section 1.** The Code of Ordinances, Chapter 28, Article I, is hereby amended by adding a new Section 28-1, titled “Adoption of state traffic statutes”, to read in its entirety as follows:

By the authority granted under Tennessee Code Annotated § 16-18-302, the City of Mt. Juliet hereby adopts by reference, as if fully set forth herein, together with all amendments thereto now existing or hereafter enacted, as municipal traffic offenses:

The following Tennessee “Rules of the Road:”

- T.C.A. § 55-8-101 Definitions
- T.C.A. § 55-8-102 Applicability of law
- T.C.A. § 55-8-103 Crimes and offenses
- T.C.A. § 55-8-104 Obedience to police officers

## ORDINANCE 2026 –

- T.C.A. § 55-8-105 Riding animals or driving animal-drawn vehicles
- T.C.A. § 55-8-106 Public officers and employees - exceptions
- T.C.A. § 55-8-107 Persons working on highways - exceptions
- T.C.A. § 55-8-108 Authorized Emergency vehicles
- T.C.A. § 55-8-109 Obedience to traffic control devices
- T.C.A. § 55-8-110 Traffic-control signals
- T.C.A. § 55-8-111 Pedestrian-control signals
- T.C.A. § 55-8-112 Flashing signals
- T.C.A. § 55-8-113 Unauthorized traffic control devices
- T.C.A. § 55-8-114 Interference with traffic control devices
- T.C.A. § 55-8-115 Driving on right side of roadway
- T.C.A. § 55-8-116 Vehicles proceeding in opposite directions
- T.C.A. § 55-8-117 Overtaking and passing
- T.C.A. § 55-8-118 Overtaking and passing on right
- T.C.A. § 55-8-119 Overtaking and passing on the left
- T.C.A. § 55-8-120 Driving on left side of roadway
- T.C.A. § 55-8-121 No passing zones
- T.C.A. § 55-8-122 One-way traffic; rotary traffic islands
- T.C.A. § 55-8-123 Traffic lanes
- T.C.A. § 55-8-124 Following too closely
- T.C.A. § 55-8-125 Divided highways
- T.C.A. § 55-8-126 Controlled access roadways; entrances and exits
- T.C.A. § 55-8-127 Controlled access roadway; restrictions
- T.C.A. § 55-8-128 Intersections; right of way
- T.C.A. § 55-8-129 Left turns; right of way
- T.C.A. § 55-8-130 Through highways; right of way;
- T.C.A. § 55-8-131 Private road/driveway; right of way
  
- T.C.A. § 55-8-133 Pedestrians; traffic control signals
- T.C.A. § 55-8-134 Pedestrians; crosswalks
- T.C.A. § 55-8-135 Pedestrians; crossing at other than crosswalk
- T.C.A. § 55-8-136 Due care
- T.C.A. § 55-8-137 Pedestrians; right half of crosswalks
- T.C.A. § 55-8-138 Pedestrians; using roadways
- T.C.A. § 55-8-139 Pedestrians; soliciting/standing on roadways
- T.C.A. § 55-8-140 Turning; intersection
- T.C.A. § 55-8-141 Turning; curves, crest of grades
- T.C.A. § 55-8-142 Turning; signal for stop/decreased speed
- T.C.A. § 55-8-143 Turn signals
- T.C.A. § 55-8-144 Signal by hand/arm or signal device
- T.C.A. § 55-8-145 Railroad crossings
- T.C.A. § 55-8-146 Railroad crossings; stop signs
  
- T.C.A. § 55-8-148 Railroad crossings; heavy equipment
- T.C.A. § 55-8-149 Stop signs
- T.C.A. § 55-8-150 Alleys, driveways or buildings; right of way

## ORDINANCE 2026 –

- T.C.A. § 55-8-151 School buses
- T.C.A. § 55-8-152 Speed limits
- T.C.A. § 55-8-153 Lower speed zones
- T.C.A. § 55-8-154 Minimum speed limits
- T.C.A. § 55-8-155 Speed limits; motor scooter
- T.C.A. § 55-8-156 Special Speed limits
- T.C.A. § 55-8-157 Charging violations
- T.C.A. § 55-8-158 Stopping/parking on roadway
- T.C.A. § 55-8-159 Stopping/parking on roadway; removal
  
- T.C.A. § 55-8-161 Parking
  
- T.C.A. § 55-8-163 Backing
- T.C.A. § 55-8-164 Motorcycles
- T.C.A. § 55-8-165 Drivers view and control
- T.C.A. § 55-8-166 Mountain highways
- T.C.A. § 55-8-167 Coasting
- T.C.A. § 55-8-168 Following fire apparatus
- T.C.A. § 55-8-169 Fire hoses
- T.C.A. § 55-8-170 Destructive or injurious materials
- T.C.A. § 55-8-171 Bicycles
- T.C.A. § 55-8-172 Bicycles; traffic laws apply
- T.C.A. § 55-8-173 Bicycles; playing on highways
- T.C.A. § 55-8-174 Bicycles; attachment to vehicles
- T.C.A. § 55-8-175 Bicycles; riding on roadways
- T.C.A. § 55-8-176 Bicycles; Carrying packages/articles
- T.C.A. § 55-8-177 Bicycles; Lamps, reflectors, brakes
- T.C.A. § 55-8-178 Nonmotor vehicles; animals
- T.C.A. § 55-8-179 Blind/deaf persons; cane/leash
- T.C.A. § 55-8-180 Blind/deaf persons; right of way
- T.C.A. § 55-8-181 Motorcycles; rights and duties
- T.C.A. § 55-8-182 Motorcycles; lanes
- T.C.A. § 55-8-183 Funerals
- T.C.A. § 55-8-184 Traffic control devices; indication of ownership
- T.C.A. § 55-8-185 Off-highway motor vehicles
- T.C.A. § 55-8-186 Illegal parking; rented/leased vehicles
- T.C.A. § 55-8-187 Obscene/offensive bumper stickers/window signs/other
- T.C.A. § 55-8-188 High occupancy vehicle lanes
- T.C.A. § 55-8-189 Transporting children in truck beds
- T.C.A. § 55-8-190 Street sweeper
- T.C.A. § 55-8-191 Low-speed vehicles
  
- T.C.A. § 55-8-193 Excessive noise from motor vehicles
  
- T.C.A. § 55-8-195 Designated lanes for truck tractors and semitrailers

## ORDINANCE 2026 –

T.C.A. § 55-8-199 Hands-Free law

T.C.A. § 55-8-203 Off-highway vehicles

T.C.A. § 55-8-204 Passing lane

T.C.A. § 55-8-205 Bicycle lane

T.C.A. § 55-8-212 Camping

T.C.A. § 55-8-301 Definition

T.C.A. § 55-8-302 Electric bicycle; requirements

T.C.A. § 55-8-304 Electric bicycle; modification

T.C.A. § 55-8-305 Electric bicycle; equipment requirements

T.C.A. § 55-8-306 Electric bicycle; operation on streets

T.C.A. § 55-8-307 Electric bicycle; helmet, age

The following offenses related to registration and licensing of motor vehicles:

T.C.A. § 55-4-101 Registration required

T.C.A. § 55-4-103 Registration plates; form/contents

T.C.A. § 55-4-104 Registration plates; expiration

T.C.A. § 55-4-105 Registration plates; renewal

T.C.A. § 55-4-107 Registration; lost, mutilated or illegible

T.C.A. § 55-4-108 Registration; carrying/display

T.C.A. § 55-4-110 Registration plates; display/attachment

T.C.A. § 55-4-111 Registration; taxes/fees

T.C.A. § 55-4-113 Registration; freight taxes

T.C.A. § 55-4-114 Maximum gross weight/ownership; display

T.C.A. § 55-4-115 Temporary operation permits; trip permits; temporary trailer permit

T.C.A. § 55-4-120 Nonresidents

T.C.A. § 55-4-121 Nonresidents; reciprocal agreements

T.C.A. § 55-4-131 Notice of address change

The following offenses related to equipment:

T.C.A. § 55-9-401 Lighting; vehicles other than motor vehicles

T.C.A. § 55-9-402 Lighting; motor vehicles

T.C.A. § 55-9-403 Lighting; motorcycles

T.C.A. § 55-9-404 Lighting; train of vehicles

**ORDINANCE 2026 –**

T.C.A. § 55-9-405 Lighting/flag; vehicles wider than 80”, tractors, trailers  
T.C.A. § 55-9-406 Lighting; headlights  
T.C.A. § 55-9-407 Lighting; high and low beams  
T.C.A. § 55-9-408 Anti-glare devices

T.C.A. § 55-9-414 Blue flashing emergency lights

T.C.A. § 55-9-601 Safety belts; required/specifications  
T.C.A. § 55-9-602 Safety belts; child passenger  
T.C.A. § 55-9-603 Safety belts; use

The following offense related to the Financial Responsibility Law:

T.C.A. § 55-12-139 Compliance with financial responsibility

The following offenses related to the Commercial Driver License Act:

T.C.A. § 55-50-333 Change of address/name  
T.C.A. § 55-50-351 Possession; display upon demand

**Section 2.** The Code of Ordinances, Chapter 28, Article III, Section 28-66, “Reckless driving; careless or negligent driving,” is repealed and removed in its entirety.

**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 April \_\_\_\_, 2026 to allow time for the City to update programs/software, citations, etc.

PASSED:

FIRST READING: March 9, 2026

SECOND READING:

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

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

**ORDINANCE 2026 –**

ATTEST:

\_\_\_\_\_  
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney

## Chapter 28 TRAFFIC AND VEHICLES

### *ARTICLE I. IN GENERAL*

#### **Sec. 28-1. Adoption of state traffic statutes.**

By the authority granted under Tennessee Code Annotated § 16-18-302, The City of Mt. Juliet hereby adopts by reference, as if fully set forth herein, together with all amendments thereto now existing or hereafter enacted, as municipal traffic offenses:

The following Tennessee “Rules of the Road:”

- T.C.A. § 55-8-101 Definitions
- T.C.A. § 55-8-102 Applicability of law
- T.C.A. § 55-8-103 Crimes and offenses
- T.C.A. § 55-8-104 Obedience to police officers
- T.C.A. § 55-8-105 Riding animals or driving animal-drawn vehicles
- T.C.A. § 55-8-106 Public officers and employees - exceptions
- T.C.A. § 55-8-107 Persons working on highways - exceptions
- T.C.A. § 55-8-108 Authorized Emergency vehicles
- T.C.A. § 55-8-109 Obedience to traffic control devices
- T.C.A. § 55-8-110 Traffic-control signals
- T.C.A. § 55-8-111 Pedestrian-control signals
- T.C.A. § 55-8-112 Flashing signals
- T.C.A. § 55-8-113 Unauthorized traffic control devices
- T.C.A. § 55-8-114 Interference with traffic control devices
- T.C.A. § 55-8-115 Driving on right side of roadway
- T.C.A. § 55-8-116 Vehicles proceeding in opposite directions
- T.C.A. § 55-8-117 Overtaking and passing
- T.C.A. § 55-8-118 Overtaking and passing on right
- T.C.A. § 55-8-119 Overtaking and passing on the left
- T.C.A. § 55-8-120 Driving on left side of roadway
- T.C.A. § 55-8-121 No passing zones
- T.C.A. § 55-8-122 One-way traffic; rotary traffic islands
- T.C.A. § 55-8-123 Traffic lanes
- T.C.A. § 55-8-124 Following too closely
- T.C.A. § 55-8-125 Divided highways
- T.C.A. § 55-8-126 Controlled access roadways; entrances and exits
- T.C.A. § 55-8-127 Controlled access roadway; restrictions
- T.C.A. § 55-8-128 Intersections; right of way
- T.C.A. § 55-8-129 Left turns; right of way
- T.C.A. § 55-8-130 Through highways; right of way;
- T.C.A. § 55-8-131 Private road/driveway; right of way

## Exhibit A

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[T.C.A. § 55-8-133 Pedestrians; traffic control signals](#)  
[T.C.A. § 55-8-134 Pedestrians; crosswalks](#)  
[T.C.A. § 55-8-135 Pedestrians; crossing at other than crosswalk](#)  
[T.C.A. § 55-8-136 Due care](#)  
[T.C.A. § 55-8-137 Pedestrians; right half of crosswalks](#)  
[T.C.A. § 55-8-138 Pedestrians; using roadways](#)  
[T.C.A. § 55-8-139 Pedestrians; soliciting/standing on roadways](#)  
[T.C.A. § 55-8-140 Turning; intersection](#)  
[T.C.A. § 55-8-141 Turning; curves, crest of grades](#)  
[T.C.A. § 55-8-142 Turning; signal for stop/decreased speed](#)  
[T.C.A. § 55-8-143 Turn signals](#)  
[T.C.A. § 55-8-144 Signal by hand/arm or signal device](#)  
[T.C.A. § 55-8-145 Railroad crossings](#)  
[T.C.A. § 55-8-146 Railroad crossings; stop signs](#)

[T.C.A. § 55-8-148 Railroad crossings; heavy equipment](#)  
[T.C.A. § 55-8-149 Stop signs](#)  
[T.C.A. § 55-8-150 Alleys, driveways or buildings; right of way](#)  
[T.C.A. § 55-8-151 School buses](#)  
[T.C.A. § 55-8-152 Speed limits](#)  
[T.C.A. § 55-8-153 Lower speed zones](#)  
[T.C.A. § 55-8-154 Minimum speed limits](#)  
[T.C.A. § 55-8-155 Speed limits; motor scooter](#)  
[T.C.A. § 55-8-156 Special Speed limits](#)  
[T.C.A. § 55-8-157 Charging violations](#)  
[T.C.A. § 55-8-158 Stopping/parking on roadway](#)  
[T.C.A. § 55-8-159 Stopping/parking on roadway; removal](#)

[T.C.A. § 55-8-161 Parking](#)

[T.C.A. § 55-8-163 Backing](#)  
[T.C.A. § 55-8-164 Motorcycles](#)  
[T.C.A. § 55-8-165 Drivers view and control](#)  
[T.C.A. § 55-8-166 Mountain highways](#)  
[T.C.A. § 55-8-167 Coasting](#)  
[T.C.A. § 55-8-168 Following fire apparatus](#)  
[T.C.A. § 55-8-169 Fire hoses](#)  
[T.C.A. § 55-8-170 Destructive or injurious materials](#)  
[T.C.A. § 55-8-171 Bicycles](#)  
[T.C.A. § 55-8-172 Bicycles; traffic laws apply](#)  
[T.C.A. § 55-8-173 Bicycles; playing on highways](#)  
[T.C.A. § 55-8-174 Bicycles; attachment to vehicles](#)  
[T.C.A. § 55-8-175 Bicycles; riding on roadways](#)  
[T.C.A. § 55-8-176 Bicycles; Carrying packages/articles](#)

## Exhibit A

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[T.C.A. § 55-8-177 Bicycles; Lamps, reflectors, brakes](#)  
[T.C.A. § 55-8-178 Nonmotor vehicles; animals](#)  
[T.C.A. § 55-8-179 Blind/deaf persons; cane/leash](#)  
[T.C.A. § 55-8-180 Blind/deaf persons; right of way](#)  
[T.C.A. § 55-8-181 Motorcycles; rights and duties](#)  
[T.C.A. § 55-8-182 Motorcycles; lanes](#)  
[T.C.A. § 55-8-183 Funerals](#)  
[T.C.A. § 55-8-184 Traffic control devices; indication of ownership](#)  
[T.C.A. § 55-8-185 Off-highway motor vehicles](#)  
[T.C.A. § 55-8-186 Illegal parking; rented/leased vehicles](#)  
[T.C.A. § 55-8-187 Obscene/offensive bumper stickers, window signs or other](#)  
[T.C.A. § 55-8-188 High occupancy vehicle lanes](#)  
[T.C.A. § 55-8-189 Transporting children in truck beds](#)  
[T.C.A. § 55-8-190 Street sweeper](#)  
[T.C.A. § 55-8-191 Low-speed vehicles](#)

[T.C.A. § 55-8-193 Excessive noise from motor vehicles](#)

[T.C.A. § 55-8-195 Designated lanes for truck tractors and semitrailers](#)

[T.C.A. § 55-8-199 Hands-Free law](#)

[T.C.A. § 55-8-203 Off-highway vehicles](#)  
[T.C.A. § 55-8-204 Passing lane](#)  
[T.C.A. § 55-8-205 Bicycle lane](#)

[T.C.A. § 55-8-212 Camping](#)

[T.C.A. § 55-8-301 Definition](#)  
[T.C.A. § 55-8-302 Electric bicycle; requirements](#)

[T.C.A. § 55-8-304 Electric bicycle; modification](#)  
[T.C.A. § 55-8-305 Electric bicycle; equipment requirements](#)  
[T.C.A. § 55-8-306 Electric bicycle; operation on streets](#)  
[T.C.A. § 55-8-307 Electric bicycle; helmet, age](#)

[The following offenses related to registration and licensing of motor vehicles:](#)

[T.C.A. § 55-4-101 Registration required](#)

[T.C.A. § 55-4-103 Registration plates; form/contents](#)  
[T.C.A. § 55-4-104 Registration plates; expiration](#)  
[T.C.A. § 55-4-105 Registration plates; renewal](#)

[T.C.A. § 55-4-107 Registration; lost, mutilated or illegible](#)  
[T.C.A. § 55-4-108 Registration; carrying/display](#)

T.C.A. § 55-4-110 Registration plates; display/attachment

T.C.A. § 55-4-111 Registration; taxes/fees

T.C.A. § 55-4-113 Registration; freight taxes

T.C.A. § 55-4-114 Maximum gross weight/ownership; display

T.C.A. § 55-4-115 Temporary operation permits; trip permits; temporary trailer permit

T.C.A. § 55-4-120 Nonresidents

T.C.A. § 55-4-121 Nonresidents; reciprocal agreements

T.C.A. § 55-4-131 Notice of address change

The following offenses related to equipment:

T.C.A. § 55-9-401 Lighting; vehicles other than motor vehicles

T.C.A. § 55-9-402 Lighting; motor vehicles

T.C.A. § 55-9-403 Lighting; motorcycles

T.C.A. § 55-9-404 Lighting; train of vehicles

T.C.A. § 55-9-405 Lighting/flag; vehicles wider than 80", truck tractors, trailers

T.C.A. § 55-9-406 Lighting; headlights

T.C.A. § 55-9-407 Lighting; high and low beams

T.C.A. § 55-9-408 Anti-glare devices

T.C.A. § 55-9-414 Blue flashing emergency lights

T.C.A. § 55-9-601 Safety belts; required/specifications

T.C.A. § 55-9-602 Safety belts; child passenger

T.C.A. § 55-9-603 Safety belts; use

The following offense related to the Financial Responsibility Law:

T.C.A. § 55-12-139 Compliance with financial responsibility

The following offenses related to the Commercial Driver License Act:

T.C.A. § 55-50-333 Change of address/name

T.C.A. § 55-50-351 Possession; display upon demand

**Secs. 28-~~12~~—28-20. Reserved.**

## Exhibit A

PART II - CODE OF ORDINANCES  
Chapter 28 - TRAFFIC AND VEHICLES  
ARTICLE III. TRAFFIC REGULATIONS

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### **ARTICLE III. TRAFFIC REGULATIONS**

#### **Sec. 28-66. ~~Reckless driving; careless or negligent driving.~~**

~~Irrespective of the posted speed limit, no person, including operators of emergency vehicles, shall drive any vehicle in willful or wanton disregard for the safety of persons or property, and such driving shall constitute the offense of reckless driving. No person shall operate a vehicle in a careless or negligent manner disregarding sensible and accepted standards of safe driving, and to do so shall constitute the offense of careless driving.~~

~~(Code 1997, § 9-1-117; Ord. No. 74-9, § 1(9), 6-20-1974)~~

#### **Sec. 28-78—28-95. Reserved.**



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1613

**Agenda Date:** 3/23/2026

**Agenda #:** 8.G.

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**Title:**

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR A COST-OF-LIVING ADJUSTMENT FOR CITY EMPLOYEES

**ORDINANCE 2026 –**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR A COST-OF-LIVING ADJUSTMENT FOR CITY EMPLOYEES**

**WHEREAS**, the City of Mt. Juliet did not fund a Cost of Living Adjustment ("COLA") for city employees in the FY25/26 budget; and

**WHEREAS**, the City's mid-year review indicates a favorable budget variance with higher than anticipated revenues; and

**WHEREAS**, efficient cost management is lending to lower expenditures than budgeted; and

**WHEREAS**, the City desires to provide a 2% COLA effective December 29, 2025; and

**WHEREAS**, the City wishes to not only recognize the employees for their continued outstanding service to the citizens of Mt. Juliet but also assist with rising costs of goods and services.

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

**Section 1.** The 2025/2026 Budget Ordinance (Ordinance 2025-35) is hereby amended as follows:

Apply a 2% COLA to all employee pay scales. Increase General Fund salaries and all related accounts across the appropriate departments by a total of \$243,750. No budget adjustment is necessary for the COLA in the Wastewater and Stormwater Funds.

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

**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.

**ORDINANCE 2026 –**

PASSED:

FIRST READING: March 9, 2026

SECOND READING:

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

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

ATTEST:

\_\_\_\_\_  
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney

## Executive Summary/Fiscal Note

ORDINANCE 2026-\_\_\_\_\_

AN ORDINANCE AMENDING the FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO APPROPRIATE FUNDS FOR A COST-OF-LIVING ADJUSTMENT FOR CITY EMPLOYEES

- 1) WHO: Mt. Juliet City Employees
- 2) WHAT: Increase Salaries by a 2% COLA retroactive to the first pay period in January 2026 which begins on December 28, 2025
- 3) WHEN: 2025/2026 Budget Mid-year

WHY: The City did not include a COLA in the FY26 budget due to budgetary constraints. Per the request of the BOC, a review of the revenues and expenses mid-year was performed to determine if a COLA could be funded. Upon the mid-year review, the city was in a favorable budgetary position with higher than anticipated revenues and efficient cost management leading to lower expenditures than planned.

Personnel costs savings were recognized as a result of delayed hiring and turnover in budgeted positions. These conditions allow for the implementation of a 2% COLA effective the first pay period in January beginning December 29, 2025.

The estimated cost of the COLA would be \$243,750 for General Fund employees, \$17,040 for Wastewater employees and \$10,650 for Stormwater employees. These totals include both salary increases as well as payroll taxes and retirement costs. At this time there are sufficient budgeted personnel funds in the Wastewater and Stormwater funds to negate additional funds being budgeted.

Finance requests the BOC appropriate an additional \$243,750 for the General Fund personnel costs. The full amount is requested to prevent a shortage due to potential higher than budgeted pay rates for approved positions which in turn increases taxes, retirement etc. Finance anticipates unspent personnel funds at the end of the year; however, it would be more prudent to have funds remaining rather than bringing another budget amendment due to a shortage of funds.

Increasing the pay scale by the COLA will increase payroll costs going forward as employees move through the pay scale. Based on a preliminary review of the 2% COLA and anticipated employee movement next year, the anticipated increase is roughly \$1.5 million overall.

To retroactively move the COLA to July 1 would cost an estimated \$304,000 in additional payroll expense.



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1626

**Agenda Date:** 3/23/2026

**Agenda #:** 8.H.

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**Title:**

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO TRANSFER FUNDS FROM POLICE DEPARTMENT PERSONNEL BUDGET TO OPERATING BUDGET

**ORDINANCE 2026 –**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO TRANSFER FUNDS FROM POLICE DEPARTMENT PERSONNEL BUDGET TO OPERATING BUDGET**

**WHEREAS**, the City’s current insurance structure does not allow the Police Department to directly employ a licensed mental health clinician; and

**WHEREAS**, to ensure the city can provide professional behavioral health support to individuals in crisis, the Police Department has pursued a partnership model; and

**WHEREAS**, contracting with Mental Health Cooperative allows us to access licensed, insured clinicians within an established care network while maintaining fiscal responsibility; and

**WHEREAS**, funds were appropriated in the personnel budget for this position; and

**WHEREAS**, the Department requests a transfer of \$40,000 in personnel funds to the contractual services operating budget.

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

**Section 1.** The 2025/2026 Budget Ordinance (Ordinance 2025-35) is hereby amended as follows:

Decrease the following expenditures

110-42100-111	Personnel expenditures	\$40,000
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Increase the following expenditures

110-42100-200	Contractual Services	\$40,000
---------------	----------------------	----------

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

**BE IT FURTHER ORDAINED**

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.

**ORDINANCE 2026 –**

PASSED:

FIRST READING: March 9, 2026

SECOND READING:

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James Maness, Mayor

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Kenny Martin, City Manager

ATTEST:

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Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

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Samantha A. Burnett, City Attorney



# MT. JULIET POLICE DEPARTMENT

## EXECUTIVE SUMMARY

### **Mental Health Specialist Position Funding to Move from Personnel to Contract Services**

- 1) Who: Mt. Juliet Police Department
- 2) What: Mental Health Specialist Position Funding to Move from Personnel to Contract Services
- 3) When: FY 2026
- 4) Where: MJPD
- 5) Why: The City's current insurance structure does not allow the Police Department to directly employ a licensed mental health clinician. To ensure we can still provide professional behavioral health support to individuals in crisis, we pursued a partnership model. Contracting with Mental Health Cooperative allows us to access licensed, insured clinicians within an established care network while maintaining fiscal responsibility. This approach ensures qualified mental health response capability, continuity of care, and a sustainable co-response model that strengthens outcomes for our community.
- 6) Costs: The current annual budget for salary and benefits of the City's Mental Health Specialist position is \$109,949, and the remaining budgeted funding for such position will be transferred from the Police Personnel budget to the Police Operating budget.
- 7) Line Item: Decrease 42100-Personnel \$40,000 and  
Increase 42100-Operating Contractual Services (200) \$40,000  
*Future FY 26/27 Budget for such will be around \$120,000*

Staff Recommendation: The City Manager's Office has provided a positive recommendation.

Prepared by: Chief Tyler Chandler



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1553

**Agenda Date:** 3/23/2026

**Agenda #:** 9.A.

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**Title:**

AN ORDINANCE ENACTING A ONE-YEAR MORATORIUM ON THE ACCEPTANCE AND APPROVAL FOR RM-8 AND RM-16 ZONED DEVELOPMENT IN THE CITY OF MT. JULIET, TENNESSEE

**ORDINANCE 2026-**

**AN ORDINANCE ENACTING A ONE-YEAR MORATORIUM ON THE ACCEPTANCE AND APPROVAL FOR ~~MULTI-FAMILY RESIDENTIAL RM-8 AND RM-16 ZONED~~ DEVELOPMENT IN THE CITY OF MT. JULIET, TENNESSEE**

**WHEREAS**, the Board of Commissioners of the City of Mt. Juliet possesses the authority and responsibility to promote the health, safety, and welfare of its citizens; and

**WHEREAS**, the City finds this moratorium is in the best interest of the citizens of the City of Mt. Juliet; and

**WHEREAS**, the City finds this moratorium is a reasonable and necessary measure to prevent development inconsistent with the City's planning goals during a period of review to ensure sufficient planning for public infrastructure that will support future development, and

**WHEREAS**, the City of Mt. Juliet is evaluating public infrastructure issues throughout the City, specifically roadways and sewer; and

**WHEREAS**, the City has pending and anticipated roadway improvement projects along Tennessee state routes that are essential for mitigating traffic congestion and improving public safety, including S. Mt. Juliet Road, the Central Pike Interchange, and Lebanon Road, which are presently under consideration with respect to scheduling and funding; and

**WHEREAS**, the City is also reviewing a lack of sewer availability within the City's sewer system, which includes plans to increase capacity and budget for the required infrastructure; and

**WHEREAS**, pursuant to the City's land use plan, multi-family residential developments are included in RM-8 ~~and~~, RM-16, ~~CMU, and CTC~~ zoning classifications, which are further defined in the City's Zoning Regulations; and

**WHEREAS**, ~~multi-family~~RM-8 and RM-16 residential developments may strain public infrastructure by impacting traffic and sewer availability, thereby affecting quality of life and safety for citizens; and

**WHEREAS**, a temporary pause on the acceptance and processing of applications for ~~multi-family~~RM-8 and RM-16 residential developments is necessary to allow time for review of zoning regulations, TDOT's plans and budgeting for improvements to critical roadways, as well as plans and budgeting for increasing sewer capacity throughout the City; and

**WHEREAS**, the Regional Planning Commission considered this moratorium during their regularly scheduled meeting on February 19, 2026, and forwarded a negative recommendation to the Board of Commissioners by a vote of (5-1-0); and

**ORDINANCE 2026-**

**WHEREAS**, a public hearing before the Board of Commissioners of the City of Mt. Juliet was held on \_\_\_\_\_, 2026 and notice thereof published in the Chronicle of Mt. Juliet on February 25, 2026; and

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

**Section 1.** Effective immediately upon passage, the City hereby imposes a moratorium for a period of one year on the acceptance, review, processing, or approval of any rezoning request, development plan, site plan, or subdivision plat application that proposes or would allow a ~~multi-family residential~~ RM-8 or RM-16 development within the City of Mt. Juliet.

**Section 2.** This moratorium shall not apply to developments that have received or applied for preliminary master development plan approval or final plan approval of ~~multi-family residential for RM-8 or RM-16 zoning~~ prior projects to the effective date of this Ordinance, nor with any project having vested property rights.

**Section 3.** This moratorium shall be effective for a period of one year from the effective date of this Ordinance unless extended, shortened, or rescinded by further action of the Board of Commissioners, the public health, safety, and welfare demanding it.

**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:

FIRST READING: January 12, 2026

SECOND READING:

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

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

ATTEST:

\_\_\_\_\_  
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1653  
10.A.

**Agenda Date:** 3/23/2026

**Agenda #:**

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**Title:**

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT INSURANCE AND AUCTION PROCEEDS AND APPROPRIATE FUNDS FOR VEHICLES FOR THE CITY OF MT JULIET POLICE DEPARTMENT

## ORDINANCE 2026-

### AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT INSURANCE AND AUCTION PROCEEDS AND APPROPRIATE FUNDS FOR VEHICLES FOR THE CITY OF MT JULIET POLICE DEPARTMENT

**WHEREAS**, the City of Mt. Juliet has insurance coverage on the Police Department vehicles; and

**WHEREAS**, the department received insurance proceeds of \$41,202 for two totaled police vehicles; and

**WHEREAS**, the department auctioned 6 retired police vehicles receiving \$13,598; and

**WHEREAS**, the department has a need to replace the two vehicles at a cost of \$94,800; and

**WHEREAS**, the City desires to maintain the level of service and police department coverage for the protection of its citizens.

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

**Section 1.** The 2025/2026 Budget Ordinance (Ordinance 2025-35) is hereby amended as follows:

#### **General Fund – Police Department**

Increase the Following Expenditures:

110-42100-944	Vehicles	\$ 94,800
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Increase the Following Revenue:

110-36350	Insurance Recoveries	\$ 41,202
110-36512	Sale of City Vehicles	\$ 13,598

Decrease the Following:

110-27100	Fund Balance	\$ 40,000
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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**

In case of conflict between this ordinance or any part hereof, and the whole part of any

**ORDINANCE 2026-**

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:

FIRST READING:

SECOND READING:

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

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

ATTEST:

\_\_\_\_\_  
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney



# MT. JULIET POLICE DEPARTMENT

## EXECUTIVE SUMMARY

### Request for Approval to Accept Insurance and Auction Proceeds to Allocate Funds for Vehicle Replacements

- 1) Who: Mt. Juliet Police Department
- 2) What: Request approval to accept insurance proceeds from two police vehicles that were deemed total loss due to crashes, along with proceeds from the recent auction of six retired police vehicles. Additionally, request authorization to allocate these combined proceeds, along with minimal general funds, toward the purchase of replacement police vehicles.

**This has some impact on the current budget, as it is offset by incoming insurance/auction funds and repurposing salvaged equipment from crashed and retired units.**

- 3) When: Soon
- 4) Where: MJPD
- 5) Why: During the current fiscal year, two police vehicles were involved in crashes and were deemed total losses by insurance. The department requests two replacement vehicles to maintain operational readiness.

To reduce expenses, the department repurposes equipment from crashed and retired units.

- 6) Costs: FY 25/26 Insurance Payments for 2 totaled police vehicles: \$41,201.74  
FY 25/26 Auction Payments for 6 retired police vehicles: \$13,598.00  
Total New Revenue: \$54,799.74  
Total need from General Fund: \$40,000

- 7) Line Item: Increase 42100-944 Vehicle Purchases: \$94,800.

Staff Recommendation: The City Manager's Office has provided a positive recommendation.



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1652  
10.B.

**Agenda Date:** 3/23/2026

**Agenda #:**

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**Title:**

AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT A GRANT FROM THE TN OPIOID ABATEMENT COUNCIL FOR THE PURCHASE OF A MX908 MASS SPECTROMETER FOR THE CITY OF MT JULIET POLICE DEPARTMENT

## ORDINANCE 2026-

### AN ORDINANCE AMENDING THE FISCAL YEAR 2025/2026 BUDGET ORDINANCE 2025-35 TO ACCEPT A GRANT FROM THE TN OPIOID ABATEMENT COUNCIL FOR THE PURCHASE OF A MX908 MASS SPECTROMETER FOR THE CITY OF MT. JULIET POLICE DEPARTMENT

**WHEREAS**, the City of Mt. Juliet has been awarded a grant from the TN Opioid Abatement Council; and

**WHEREAS**, the grant will assist in the implementation of the First Responders Opioid Harm Reduction Program; and

**WHEREAS**, the department has been awarded a total of \$79,992; and

**WHEREAS**, the department will use the funds to purchase a MX908 Mass Spectrometer; and

**WHEREAS**, the spectrometer will assist the department in detecting and identifying substances that may be hazardous and pose risks to the city's first responders.

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

**Section 1.** The 2025/2026 Budget Ordinance (Ordinance 2025-35) is hereby amended as follows:

#### General Fund – Police Department

Increase the Following Expenditures:

110-42100-949	Equipment	\$ 79,992.00
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Increase the Following Revenue:

110-xxxxx	TN Opioid Abatement Council Grant	\$ 79,992.00
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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**

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.

## ORDINANCE 2026-

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:

FIRST READING:

SECOND READING:

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

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

ATTEST:

\_\_\_\_\_  
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney



# MT. JULIET POLICE DEPARTMENT

## EXECUTIVE SUMMARY

### Accept Grant Proceeds for TN Opioid Abatement Council Community Grant

- 1) Who: Mt. Juliet Police Department
- 2) What: Accept TN Opioid Abatement Council Community Grant
- 3) When: FY 2026
- 4) Where: MJPD
- 5) Why: The TN Opioid Abatement Council awarded the department a grant to implement its First Responder Opioid Harm Reduction Program, which will acquire an advanced MX908 Mass Spectrometer and provide essential training. This device, available through a current Tennessee State-Wide Contract, is specifically designed to detect and identify hazardous substances like fentanyl and heroin. These substances pose significant risks to first responders, including accidental exposure that can lead to severe health impacts or even death.
- 6) Costs: The total Grant is \$79,992
- 7) Line Item: Increase 42100-949 Other Equipment

Staff Recommendation: City Manager Kenny Martin have provided a positive recommendation

Prepared by: Chief Tyler Chandler



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1628  
10.C.

**Agenda Date:** 3/23/2026

**Agenda #:**

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**Title:**

A RESOLUTION APPROVING A GRANT CONTRACT FROM THE TN OPIOID ABATEMENT COUNCIL FOR THE CITY OF MT JULIET POLICE DEPARTMENT

## RESOLUTION - 2026

### A RESOLUTION APPROVING A GRANT CONTRACT FROM THE TN OPIOID ABATEMENT COUNCIL FOR THE CITY OF MT JULIET POLICE DEPARTMENT

**WHEREAS**, the City of Mt. Juliet has been awarded a grant from the TN Opioid Abatement Council; and

**WHEREAS**, the grant will assist in the implementation of the First Responders Opioid Harm Reduction Program; and

**WHEREAS**, the department has been awarded a total of \$79,992; and

**WHEREAS**, the department will use the funds to purchase a MX908 Mass Spectrometer; and

**WHEREAS**, the spectrometer will assist the department in detecting and identifying substances that may be hazardous and pose risks to the city's first responders.

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

**Section 1.** The Board of Commissioner accepts the TN Opioid Abatement Council Grant in the amount of \$79,992 and authorizes the City Manager to sign the Funding Agreement.

### BE IT FURTHER RESOLVED

In case of conflict between this resolution or any part hereof, and the whole 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, or provision or portion of this resolution 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 resolution.

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

PASSED:

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

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

## RESOLUTION - 2026

ATTEST:

\_\_\_\_\_  
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney



## TENNESSEE OPIOID ABATEMENT COUNCIL COMMUNITY GRANT CONTRACT

<b>Begin Date</b> January 1, 2026	<b>End Date</b> December 31, 2026	<b>Agency Tracking</b> N/A	<b>Edison Contract ID</b>
<b>Grantee Legal Entity Name</b> City of Mt. Juliet			<b>Edison Vendor ID</b> 2553
<b>Grantee Program Name</b> Opioid Abatement – Community Grants			
<b>Funding —</b>			
<b>FY</b>	<b>TOTAL Grant Contract Amount</b>		
FY 2026	\$79,992.00		
<b>TOTAL:</b>	<b>\$79,992.00</b>		
<b>Speed Chart</b> (optional)	<b>Account Code</b> (optional)	<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  	

**GRANT CONTRACT  
BETWEEN THE TENNESSEE OPIOID ABATEMENT COUNCIL  
AND  
CITY OF MT. JULIET**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Opioid Abatement Council, hereinafter referred to as the "Opioid Abatement Council" or "State" and **City of Mt. Juliet** hereinafter referred to as the "Grantee," is for the provision of **Opioid Abatement and Remediation**, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2553

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

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Definitions.
- a. "Opioid Abatement Fund" for the purposes of this Grant Contract means the designated repository of funds that are either dedicated to Opioid Abatement or Remediation or are otherwise directed to abatement or remediation and that are received by the State pursuant to a judgment on opioid-related claims, a recovery in bankruptcy on opioid-related claims, or a settlement of opioid-related claims as specified under Tenn. Code Ann. § 9-4-1304.
- b. "Opioid Abatement Council (OAC)" for the purposes of this Grant Contract means the council created pursuant to Tenn. Code Ann. §§ 33-11-101, *et seq.*, and who is responsible for disbursing funds from the Opioid Abatement Fund for proceeds received from a statewide opioid settlement agreement with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Allergan Finance, LLC, CVS Health Corporation, Teva Pharmaceutical Industries Ltd., Walgreen Co., Walmart Inc., or K-VA-T Food Stores, Inc. or affiliates or subsidiaries of these entities that are deposited in the Opioid Abatement Fund, as outlined in Tenn. Code Ann. § 33-11-103(p). The Opioid Abatement Council operates as a state entity and is therefore an extension of the State of Tennessee.
- c. "Opioid Abatement and Remediation" for the purposes of this Grant Contract means purposes that are specifically approved by the Opioid Abatement Council and include activities on the list of approved programs created by the Opioid Abatement Council, as specified under Tenn. Code Ann. § 33-11-103(r) and are specified on Attachment 3 of this Grant Contract.
- d. "Grantee's Application" for the purposes of this Grant Contract means the application submitted by the Grantee to the Opioid Abatement Council specifying the activities or services this Grantee seeks to perform in return for receiving funding from the Opioid Abatement Council.
- A.3. This Grant Contract utilizes funding from the Opioid Abatement Fund to disburse funds to the Grantee based upon approval and selection of the Opioid Abatement Council.
- A.4. The activities funded pursuant to this Grant Contract are those which are stated in the Grantee's Application, under which this Grant Contract is awarded, and is incorporated into this Grant Contract, as Attachment 2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in Attachment 2, the Grantee's Application. All activities, including those outlined in Attachment 2, must be focused on Opioid Abatement and Remediation as specified in Attachment 3. All grant funds must be spent on prospective Opioid Abatement and Remediation activities in accordance with Tenn. Code Ann. § 9-4-1302.

- A.5. Data Collection and Reporting: The Grantee shall collect and maintain data relating to grant project activities and program performance. Specifically, the Grantee shall submit semi-annual reports to the Opioid Abatement Council in a format and timeframe prescribed by the Opioid Abatement Council staff, detailing how the Grantee has met the remediation core strategies and uses specified in the Grantee's Application, Attachment 2.
- A.6. The Grantee shall seek compensation from third party payers or sources, such as Medicaid or other grant sources, prior to billing against this Grant Contract, for reimbursable services and supports delivered under this Grant Contract. Funding under this Grant Contract should not supplant other funding sources but should supplement the activities and expenses outlined in Attachment 2 that are otherwise non-reimbursable from third-party payors or sources.
- A.7. The Grantee shall be subject to programmatic and fiscal monitoring at least once per Grant Contract term or as otherwise determined by the Opioid Abatement Council. The results of this monitoring shall be reported publicly to the Opioid Abatement Council during quarterly meetings and shall be discussed publicly by the Opioid Abatement Council during these quarterly meetings. The Grantee's compliance with their Application, Attachment 2, and the other measures of the Grant Contract shall be considered as part of the monitoring of the Grantee. The State shall conduct program and fiscal monitoring as follows:
- a. The State monitors shall notify the Grantee of their arrival, prior to site visit inception. The Grantee shall make available all relevant personnel at the scheduled time chosen by the State, unless otherwise arranged with the State. Deviations from the proposed site visit date must be approved by the State no later than two (2) weeks prior to the site visit date;
  - b. The Grantee shall comply with all requests for information as issued by the State and is required to have all information scheduled for review, present and ready on the day and time of the review. All requested information is to be prepared as specified by the State;
  - c. Following the monitoring visit or desk review, the Grantee shall receive a Monitoring Report. If the Monitoring Report indicates that the Grantee has incurred reportable findings, the Grantee shall submit a Corrective Action Plan (CAP) for the State's approval. The CAP must include the date issued, the signature of the preparer, and must address each reportable finding listed in the Monitoring Report. The CAP must also include corrective action to be implemented, person responsible for implementing corrective action, and the CAP implementation date;
  - d. The Grantee correspondence concerning the CAP must be submitted to the State electronically, as an attachment, via electronic mail (e-mail); must include a cover letter on Grantee letterhead; conform to the State-approved format; and be submitted within the timeframe specified by the State. No facsimile CAP information will be accepted; and
  - e. If the CAP is satisfactory, the Grantee shall receive a CAP Approval Letter from the State. If the CAP is unsatisfactory, the Grantee shall receive a CAP Disapproval Letter requesting amendment and resubmission to the State. After the CAP is approved, the State shall conduct a follow-up site visit or desk review within sixty (60) days after the approval of the CAP. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Grant Contract as specifically indicated herein.
- A.8. Incorporation of Additional Documents: Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract with any attachments or exhibits; and

- b. The Opioid Abatement Council Grant Proposal Solicitation as issued on September 16, 2024 (Attachment 4), and as may be amended, if any.

A.9. Annual spending under this Grant Contract will be restricted by the term denoted on each annual grant budget. The maximum annual expenditure amount for each year of this contract will be determined by the annual grant budget. Unspent funds will not be carried forward to the next year of the grant unless approved by the Opioid Abatement Council.

**B. TERM OF CONTRACT:**

B.1. This Grant Contract shall be effective for the period beginning on **January 1, 2026** ("Effective Date") and ending on **December 31, 2026**, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

B.2. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed twelve (12) months beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

**C. PAYMENT TERMS AND CONDITIONS:**

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed **Seventy-Nine Thousand, Nine Hundred Ninety-Two Dollars (\$79,992.00)** ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One (1) is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement. International travel is not an allowable cost under this Grant Contract.

C.5. Invoice Requirements. The Grantee shall invoice the State at a minimum of once per quarter and no more often than once per month, with all the necessary supporting documentation, and present such to:

[MHSAS.Fiscal.Invoices@tn.gov](mailto:MHSAS.Fiscal.Invoices@tn.gov)

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Opioid Abatement Council.

- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of the Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. Upon request by the State, the Grantee shall submit quarterly grant disbursement reports within thirty (30) days following September 30, December 31, March 31, and a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
- c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
- d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Should the Grantee elect to use the De Minimis Indirect Rate, the Grantee must submit a certification to the State. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amount payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required

by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. Failure by the Grantee to obtain written approval by the State is detrimental to the welfare or best interests of Grantee's service recipients and, in accordance with Section E.7., may result in suspension of payment of invoices submitted by the Grantee for services provided by an unapproved subcontractor. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed. The Grantee shall be responsible for ensuring any work performed under this Grant Contract by subcontractors is in compliance with the terms and conditions of this Grant Contract.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee, or active Opioid Abatement Council member, as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Opioid Abatement Council Office  
 Department of Mental Health and Substance Abuse Services  
 Andrew Jackson Building, 6th Floor  
 500 Deaderick Street  
 Nashville, TN 37243  
[OAC.Grantees@tn.gov](mailto:OAC.Grantees@tn.gov)

The Grantee:

Lt. James Cothron, Administrative Services  
 City of Mt. Juliet  
 2425 N Mt. Juliet Rd, Mt. Juliet, TN 37122  
[jcothron@mtjuliet-tn.gov](mailto:jcothron@mtjuliet-tn.gov)  
 615-754-3922

A change to the above contact information requires written notice to the Opioid Abatement Council, within ten (10) business days of the change, at [OAC.Grantees@tn.gov](mailto:OAC.Grantees@tn.gov).

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

- D.8. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.9. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.10. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.11. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State,

the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

D.12. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the Tennessee Opioid Abatement Council." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.13. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.14. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

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

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

D.15. Monitoring. The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.16. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.17. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.18. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.19. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).
- D.20. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.21. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual

services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.22. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.23. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.24. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.25. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.26. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55,

Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract.

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

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

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

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

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

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

- D.27. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.28. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.29. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.30. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.31. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.32. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.33. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

- D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.35. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Prohibited Advertising. The Grantee shall not refer to this Grant Contract or the Grantee's relationship with the State under this Grant Contract in commercial advertising in such a manner as to state or imply that the Grantee or the Grantee's goods or services are endorsed. The obligations set forth in this Section shall survive the termination of this Grant Contract.

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

- E.3. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.4. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and

Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.

- E.5. Part 2 Compliance. The State and the Grantee shall comply with obligations under 42 U.S.C. 290dd-2, the Substance Use Disorder Patient Records, and its accompanying regulations as codified at 42 C.F.R. §§ 2.1 *et seq.*
- a. The Grantee warrants to the State that it is familiar with the requirements of Part 2 of the Substance Use Disorder Patient Records, and its accompanying regulations, and will comply with all applicable requirements in the course of this Grant Contract.
  - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by Part 2 of the Substance Use Disorder Patient Records, and its regulations, in the course of performance of the Grant Contract so that both parties will be in compliance with Part 2 of the Substance Use Disorder Patient Records.
  - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by Part 2 of the Substance Use Disorder Patient Records, and that are reasonably necessary to keep the State and the Grantee in compliance with Part 2 of the Substance Use Disorder Patient Records. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by Part 2 of the Substance Use Disorder Patient Records, or if Part 2 of the Substance Use Disorder Patient Records permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.6. Additional Subcontracting Requirements. If subcontracts are approved by the State, they shall contain, in addition to those sections identified in D.5., sections on "Licensure", "Confidentiality of Records", "HIPAA Compliance", and "Part 2 Compliance" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- E.7. Suspension of Payment.
- a. The State may suspend payment under this Grant Contract on the following grounds:
    - i. Grantee's failure to comply with the terms of Section A of this Grant Contract.
    - ii. More than one instance, after written notice, of Grantee's failure to address reportable findings in a Monitoring Report issued by the State.
    - iii. Grantee's failure to comply with any terms of this Grant Contract, which the State determines is detrimental to the welfare or best interests of Grantee's service recipients.
  - b. The State will provide written notice to Grantee for the suspension of payments under this Grant Contract. The State may suspend payment pending resolution of an investigation or until Grantee corrects a finding of non-compliance with the terms of this Grant Contract. Suspension of payments shall not exceed two hundred and forty (240) days. Failure to comply with the terms of this Grant Contract or correct the State's findings of non-compliance within two hundred and forty (240) days entitles the State to exercise any right at law or in equity, including without limitation, termination of this Grant Contract.
- E.8. License. State hereby grants to Grantee the non-exclusive, non-transferable license, privilege and authority to use the Property in connection with the project as approved, set out in this Contract at Section A all other rights being reserved to State for the Term of this contract as provided below.

- a. Property. The “Property” licensed mark:



Opioid Abatement  
Council



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Council

- i. Exclusivity. None.
  - ii. Territory. Worldwide.
- b. Term. Grantee shall begin to use the Property as set out in Contract Section A and shall cease upon termination of the Contract unless otherwise agreed to herein.
- c. Use Limitations and Collateral Materials. The Property may be used on signs, promotional materials, marketing materials, Grantee’s visitor website, and/or as otherwise set out in Contract at Section A. The License also includes the right to create and use promotional, advertising and packing material in connection with marketing of the services. In advertising and promoting with use of the Property, Grantee shall seek prior approval as set out in this Section. The Grantee does not have any rights to use the Property on any consumer products or merchandise rights.
- d. Use of Signage and Other Materials. Upon expiration of this License, Grantee shall cease use of the Property on current materials. If this License is terminated earlier than contemplated by this Contract, Grantee and State shall negotiate in good faith the wind up of the License.
- e. Sub-licensing. Sub-licensing is not allowed.
- f. Approvals. All use of the Property shall require State’s prior written approval. Failure to obtain approvals at all stages shall be cause for termination of Grantee’s use of the Property, only, and not the remainder of the Contract unless failure to use the Property results in a material breach.
- g. Intellectual Property Notices. The Property shall always be displayed with the “®” symbol and the following notice shall appear, where space permits, on all marketing or collateral materials bearing the Property:



Opioid Abatement  
Council



Opioid Abatement  
Council

is a registered trademark and is used under license to the Grantee.

- h. Exclusive Property of State. The Property is and shall remain the exclusive property of State and all rights arising from the use of the Property, shall inure to State. Grantee acknowledges that it does not now have and, in the future, will not assert any right, title or interest of any kind or nature whatsoever in or to the Property nor will it change or contest any of State’s rights therein.
- i. Royalty Rate. This License shall be royalty free.

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**FOR THE PROVISION OF THE TENNESSEE OPIOID ABATEMENT COUNCIL COMMUNITY GRANT CONTRACT:**

**IN WITNESS WHEREOF,**

**CITY OF MT. JULIET:**

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**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**TENNESSEE OPIOID ABATEMENT COUNCIL:**

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**MARY SHELTON, EXECUTIVE DIRECTOR**

**DATE**

**Attachment 01 - Budget**

<b>GRANT BUDGET SUMMARY</b>				
<b>Agency Name: City of Mt. Juliet</b>				
<b>Program Code Name: 833964 OAC Community Harm Reduction 1</b>				
<b>The grant budget line-item amounts below shall be applicable only to expense incurred during the following</b>				
<b>Applicable Period: BEGIN 1/1/2026 END: 12/31/2026</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup></b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$79,992.00	\$0.00	\$79,992.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$79,992.00</b>	<b>\$0.00</b>	<b>\$79,992.00</b>

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

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

**GRANT BUDGET LINE-ITEM DETAIL:**

Agency Name: City of Mt. Juliet  
833964 OAC  
Program Code Name: Community Harm  
Reduction 1  
Begin Date: 1-Jan-26  
End Date: 31-Dec-26

<b>CAPITAL PURCHASE</b>	<b>AMOUNT</b>
Capital Purchases - MX908 Mass Spectrometer Device and Training - TN SWC	\$79,992.00
<b>TOTAL</b>	<b>\$79,992.00</b>

## General Project Information

Project Name:

Mt. Juliet Police First Responder Opioid Harm Reduction Program

Project Strategy:

Harm Reduction

Brief description of the project:

The Mt. Juliet Police Department is seeking \$80,000 in funding to implement its First Responder Opioid Harm Reduction Program, which will acquire the advanced MX908 Mass Spectrometer device and provide essential training. This device, available through a current Tennessee State-Wide Contract, is specifically designed to detect and identify hazardous substances like fentanyl and heroin. These substances pose significant risks to first responders, including accidental exposure that can lead to severe health impacts or even death.

This initiative aligns with harm reduction strategies outlined by the Tennessee Opioid Abatement Council. By equipping first responders with the MX908, the program enhances their ability to identify dangerous substances quickly and accurately in the field. In addition, the training ensures proper handling procedures, significantly reducing the risk of exposure and improving overall safety during emergency responses.

Through this proactive approach, the program aims to safeguard first responders while also addressing broader public safety concerns associated with the opioid epidemic. By leveraging advanced technology and targeted training, the Mt. Juliet Police Department demonstrates its commitment to protecting both its personnel and the community from the escalating dangers of opioid-related incidents.

## Project Narrative

### Impact (30%)

The citizens of Tennessee are experiencing epidemic levels of addiction, overdoses, and death secondary to opioid use disorder. Therefore, having a positive impact on Tennessee's opioid crisis is imperative. The responses below should explain how the project will impact Tennesseans and define the target population (including age and other relevant demographic information).

**Question 1: How many persons will be impacted? How will they be affected and for how long do you expect the impact to last?**

How many people will be impacted?

50000

How long do you expect the impact to last?

5+ years

How will the people be affected?

The Mt. Juliet Police First Responder Opioid Harm Reduction Program, supported

by the MX908 Mass Spectrometer and specialized training, has the potential to positively impact the city's estimated 46,000 residents and the surrounding areas. With Mt. Juliet's population expected to grow rapidly in the next 5-10 years, the program addresses the critical need to protect first responders and the community from the dangers of substances like fentanyl and heroin.

By equipping first responders with advanced tools for substance identification, the program reduces risks of accidental exposure, safeguarding their health and ensuring they remain available to serve. This protection extends to their families and colleagues, reinforcing the safety net around those on the front lines.

For residents, faster and more accurate management of opioid-related incidents improves public safety, while enhanced law enforcement capabilities disrupt drug distribution networks, reducing overall community exposure to dangerous substances. As the population grows, this program will play a vital role in supporting public health and safety, ensuring a lasting positive impact on Mt. Juliet and its rapidly expanding community.

**Question 2: How will your organization measure the success of the project? What outcomes will you track and what will be the frequency of assessment?**

How will your organization measure the success of the project?

The success of the Mt. Juliet Police First Responder Opioid Harm Reduction Program will be measured through a combination of policy implementation, ongoing training, and outcome tracking. A formal policy will be developed to govern the use and deployment of the MX908 Mass Spectrometer, ensuring proper procedures and safety protocols are consistently followed. Annual training sessions will reinforce these standards, ensuring first responders are proficient in device usage and updated on emerging risks related to dangerous substances like fentanyl.

Key outcomes to track include the frequency and accuracy of substance identifications, the number of opioid-related incidents managed, and reductions in accidental exposures among first responders. Data on these metrics will be collected and reviewed quarterly, enabling the department to assess progress and address any operational gaps.

Additionally, community outcomes such as the reduction in opioid-related overdoses and arrests related to substance abuse will be monitored annually. These measures will ensure the program remains effective and adaptable to the city's growing population and evolving public safety needs.

What outcomes will you track and what will be the frequency of assessment?

The Mt. Juliet Police Department will track several key outcomes to assess the effectiveness of the First Responder Opioid Harm Reduction Program. These outcomes include the frequency and accuracy of hazardous substance identifications using the MX908 Mass Spectrometer, the number of opioid-related incidents managed, and instances of accidental exposure among first responders.

Data will be collected and reviewed quarterly to ensure consistent progress and

adherence to program goals. Training participation rates and proficiency scores will also be tracked to verify that first responders are maintaining a high level of competency in using the device and adhering to safety protocols.

Community-wide metrics, such as reductions in opioid-related overdoses, arrests involving dangerous substances, and disruptions to drug distribution networks, will be evaluated annually. These assessments will allow for a comprehensive understanding of the program's impact and provide opportunities to adjust strategies as needed.

The combination of regular data reviews and outcome tracking will ensure the program's success and adaptability as Mt. Juliet's population grows and community needs evolve.

**Question 3: When developing a proposal for the opioid crisis the organization must consider how accessible their services will be to those affected by the crisis.**

How will the organization ensure accessibility to the proposed services?

The Mt. Juliet Police Department will ensure accessibility to the First Responder Opioid Harm Reduction Program through strategic implementation and community engagement. First, all first responders will receive specialized training on the proper use of the MX908 Mass Spectrometer, ensuring the device is deployed effectively in various scenarios. This training will include simulations of real-world incidents and refresher courses offered annually to maintain proficiency and preparedness.

The program will also include the development of clear operational guidelines, ensuring all first responders have immediate access to the device during opioid-related incidents. The MX908 will be strategically stationed in key response vehicles and accessible 24/7 to support time-sensitive emergencies.

Additionally, the department will engage with community stakeholders to ensure alignment with broader opioid harm reduction efforts, leveraging partnerships with local healthcare providers and neighboring agencies to enhance resource accessibility. Regular evaluations of deployment efficiency and feedback from responders will further refine service delivery, ensuring the program remains responsive and accessible to the growing Mt. Juliet population and its expanding public safety needs.

**Question 4: How will inequities in care be remediated?**

The Mt. Juliet Police Department will address inequities in care through targeted strategies that prioritize fairness and inclusivity in the First Responder Opioid Harm Reduction Program. Training for first responders will emphasize cultural competence, ensuring equitable treatment of individuals regardless of socioeconomic background, race, or ethnicity during opioid-related incidents.

The MX908 Mass Spectrometer will be deployed in a way that ensures coverage

across all neighborhoods, particularly in underserved or high-risk areas. This approach will help bridge gaps in response times and improve access to critical interventions for vulnerable populations.

Additionally, the program will collaborate with local healthcare providers, community organizations, and social service agencies to connect affected individuals with follow-up care, such as treatment and recovery resources. Regular reviews of program data, including demographics of those impacted, will help identify disparities in care delivery. Adjustments will be made based on findings to ensure the program effectively addresses systemic inequities, fostering a safer and healthier environment for all residents of Mt. Juliet.

**Question 5: What area(s) of Tennessee will be served by the project?**

37122 (Mount Juliet-Wilson);37138 (Old Hickory-Davidson)

**Innovation (13%)**

The opioid crisis has existed for decades, and innovative measures have been used, but must continue to be developed to assist in combating the epidemic. The responses below should highlight how your organization plans to incorporate innovative measures such as medical technologies, partnerships, alternative paths, etc.

**Question 1: What new approaches to existing challenges are proposed in this project?**

The Mt. Juliet Police Department's First Responder Opioid Harm Reduction Program introduces the MX908 Mass Spectrometer, an advanced tool for rapid and accurate identification of dangerous substances like fentanyl. This device minimizes first responders' risk of accidental exposure while improving the efficiency of opioid-related incident management. Paired with annual specialized training, the program ensures responders are proficient in device usage and safety protocols. Additionally, the program integrates clear policies and guidelines for consistent deployment and incorporates data tracking to identify trends and adapt strategies. These innovative measures address existing challenges by enhancing responder safety, response accuracy, and community protection.

**Question 2: Is there a plan to share learnings with the medical and larger communities? If so, how will this be accomplished?**

Is there a plan to share learnings with the medical and larger communities?

Yes

If so, how will this be accomplished?

The Mt. Juliet Police Department plans to share learnings from the First Responder Opioid Harm Reduction Program with the medical and larger communities. Regular

reports detailing program outcomes, such as substance identification accuracy, responder safety improvements, and opioid incident trends, will be shared with local healthcare providers, public safety agencies, and community organizations. Additionally, the department will host annual workshops and participate in regional conferences to present findings and best practices. Collaboration with statewide opioid task forces and partnerships with neighboring agencies will further disseminate knowledge, fostering a broader impact and improving opioid harm reduction efforts across Tennessee.

## **Integration (13%)**

**When combating an epidemic, organizations must often research, collaborate and use resources from other community efforts to be effective. In this section, the applicant must briefly explain how their services (existing and proposed) integrate with existing efforts.**

### **Question 1: How does the proposed project fit within the existing ecology of opioid prevention and care?**

The proposed project aligns seamlessly with the existing opioid prevention and care framework through collaboration with DrugFree Wilco and the Tennessee Bureau of Investigation (TBI). By integrating the MX908 Mass Spectrometer into current initiatives, the program enhances first responders' ability to identify dangerous substances quickly, complementing DrugFree Wilco's prevention efforts and public education campaigns. Partnership with the TBI ensures that data collected from substance identifications can be used to support broader enforcement and intervention strategies. Together, these collaborations create a unified approach to opioid harm reduction, addressing prevention, response, and care while strengthening the community's safety and resilience.

### **Question 2: Are there plans to incorporate collaboration with other community resources? If so, please describe these plans.**

Are there plans to incorporate collaboration with other community resources?

Yes

Please describe these plans.

The project incorporates collaboration with other law enforcement agencies, EMS services, and community organizations, including outreach through DrugFree Wilco. The program will work with neighboring law enforcement agencies to share data and best practices for using the MX908 Mass Spectrometer in opioid-related incidents. EMS services will be engaged to streamline substance identification and emergency medical responses, ensuring seamless coordination during crises. Additionally, community outreach efforts through DrugFree Wilco will focus on education, prevention, and connecting individuals to treatment resources. These partnerships will create a comprehensive network to address opioid challenges collaboratively and effectively.

## **Evidence Base (5%)**

### **Question 1: Please describe the evidence that supports your proposed approach. Include relevant references.**

The proposed approach for the Mt. Juliet Police Department's First Responder Opioid Harm Reduction Program, utilizing the MX908 Mass Spectrometer, is

supported by robust evidence demonstrating the effectiveness of advanced detection technology and training in reducing risks associated with opioids. The MX908, developed by 908 Devices, has been widely recognized for its ability to provide rapid and accurate identification of hazardous substances, including fentanyl and heroin, in the field. Peer-reviewed studies and manufacturer reports emphasize the device's capability to identify trace levels of opioids with a high degree of specificity and reliability, crucial for first responders who face exposure risks.

#### Evidence Supporting Advanced Detection

Research has shown that the rapid detection of opioids can significantly mitigate accidental exposure risks for first responders. A study published in *Forensic Science International* highlighted the importance of field-deployable mass spectrometry for hazardous substance detection, noting that devices like the MX908 enhance response time and accuracy, reducing exposure and ensuring responder safety (*Forensic Sci Int.*, 2020). Similarly, the National Institute for Occupational Safety and Health (NIOSH) has emphasized the importance of equipping responders with detection tools to manage synthetic opioids safely and effectively.

#### Training and Policy Implementation

Proper training and adherence to safety protocols are critical in ensuring the effective use of advanced technologies like the MX908. According to a report by the National Institute of Justice (NIJ), training programs for first responders significantly improve operational outcomes and compliance with safety guidelines, particularly in high-stress scenarios involving hazardous materials (*NIJ Journal*, 2021). This evidence supports the program's plan to incorporate annual training sessions and clear operational policies for consistent and safe use of the MX908.

#### Community Integration

The collaborative approach to opioid harm reduction has proven effective in addressing complex challenges. The DrugFree Wilco coalition provides evidence-based education and prevention strategies, while the Tennessee Bureau of Investigation (TBI) has demonstrated success in utilizing shared data and resources to combat opioid trafficking. A study in the *Journal of Substance Abuse Treatment* underscores the value of cross-agency collaboration in reducing opioid-related harm through prevention, detection, and treatment (*JSAT*, 2019).

#### Proven Impact on Community Safety

The addition of advanced detection devices has been shown to reduce overdose incidents and improve response outcomes. The Department of Homeland Security's report on field detection technologies highlights how these tools not only protect responders but also aid in identifying and removing opioids from communities (DHS, 2022). These findings validate the program's dual focus on responder safety and broader community protection.

#### References

Forensic Science International, 2020. "Field Mass Spectrometry for Opioid Detection."

National Institute for Occupational Safety and Health (NIOSH), "Fentanyl: Preventing Occupational Exposure."

National Institute of Justice (NIJ), 2021. "Technology in Law Enforcement:

Enhancing Response to Opioids."

Journal of Substance Abuse Treatment, 2019. "Collaboration in Opioid Harm Reduction."

Department of Homeland Security (DHS), 2022. "Advanced Detection Devices for Community Safety."

## **Feasibility (13%)**

The response in this section should describe the applicant's management plans such as supervision of program, qualifications of management and staff, etc.

### **Question 1: Please describe your business and/or management plan for the proposed project.**

The Mt. Juliet Police Department's management plan for the First Responder Opioid Harm Reduction Program focuses on structured implementation, oversight, and collaboration to ensure success. The program will be led by the department's training division, which will oversee the acquisition, deployment, and maintenance of the MX908 Mass Spectrometer. The device will be strategically placed in key response vehicles to ensure immediate availability during opioid-related incidents.

Annual training sessions will be mandatory for all first responders, covering the proper use of the device, updated safety protocols, and case management strategies. Training will also incorporate real-world simulations to prepare responders for high-risk scenarios. A dedicated program coordinator will monitor compliance with operational policies and evaluate training effectiveness.

Data collected from the MX908 will be tracked and analyzed quarterly, measuring usage frequency, identification accuracy, and incident outcomes. Partnerships with DrugFree Wilco and other local agencies will ensure integration with broader opioid harm reduction efforts, such as public education and outreach.

Funding will be used to purchase the device, provide training, and cover maintenance costs. Regular performance reviews and stakeholder meetings will help refine the program to adapt to community needs and ensure sustainability as Mt. Juliet's population grows.

### **Question 2: Please provide information about staff and resources allocated to the project and available infrastructure.**

The Mt. Juliet Police Department will allocate experienced staff and advanced resources to ensure the successful implementation of the First Responder Opioid Harm Reduction Program. The project will be managed by the department's training division, which consists of certified instructors and field-experienced personnel. A dedicated program coordinator will oversee the operational and logistical aspects, including training delivery, device deployment, and compliance monitoring.

All sworn officers, totaling over 80 personnel, will receive specialized training on the use of the MX908 Mass Spectrometer and associated safety protocols. The training will include real-world scenario simulations to ensure proficiency and preparedness for high-risk incidents. Additionally, support from administrative staff will facilitate data tracking, reporting, and collaboration with community partners such as DrugFree Wilco.

The department's existing infrastructure includes state-of-the-art training facilities, fleet vehicles equipped for emergency responses, and robust communication systems for inter-agency coordination. The MX908 device will be strategically deployed within key response units, ensuring rapid access during opioid-related incidents.

Partnerships with local EMS services and community organizations will provide additional resources, including outreach and education capabilities. This collaborative approach leverages the department's infrastructure and expertise to maximize the program's effectiveness in protecting first responders and the community.

### **Sustainability (13%)**

**The applicant must consider if and how the proposed project will continue once abatement funding has ended. In this section, please explain if you intend to extend the project past the abatement funding period. What strategies you plan to employ to ensure sustainability?**

**Question 1: Does this organization plan to extend this project beyond the funding period? If so, what will be the funding mechanism(s) to continue the project?**

Does this organization plan to extend this project beyond the funding period?

Yes

What will be the funding mechanism(s) to continue the project?

The Mt. Juliet Police Department plans to extend the First Responder Opioid Harm Reduction Program beyond the initial funding period. After the initial grant-funded implementation, the program's ongoing costs, including training, maintenance of the MX908 Mass Spectrometer, and associated supplies, will be absorbed into the department's annual operational budget. This ensures the program's sustainability without relying on additional external funding.

By integrating the program into the existing operational framework, the department can maintain consistent training for first responders and ensure the continued availability of the MX908 device for opioid-related incidents. Future costs will be managed through careful budget planning and prioritization, reinforcing the department's commitment to protecting both its personnel and the community from the ongoing opioid crisis. This approach guarantees the program's long-term viability and adaptability to evolving public safety needs.

**Question 2: What percentage of the proposed project's budget will be carried by abatement funding?**

90%

**Question 3: What are the other sources of funding for the proposed program?**

Existing operational funding will cover additional training and consumables throughout the project funding term as needed.

### **Credibility (13%)**

**Explain the commitment of the organization's project to the community such as the marketing**

strategy, public education opportunities, etc.

**Question 1: What is the service track record of the organization in Tennessee?**

The Mt. Juliet Police Department has a distinguished service track record in Tennessee, known for proactive policing, innovative technology, and community engagement. Ranked among the state's safest cities, the department has successfully reduced crime rates through programs like License Plate Recognition (LPR) cameras and rapid emergency responses. Its marketing strategy emphasizes transparency and trust-building, leveraging social media and community outreach events to keep residents informed and engaged. Public education initiatives, including safety workshops and partnerships with DrugFree Wilco, provide vital resources on crime prevention and opioid awareness. These efforts showcase Mt. Juliet Police's commitment to excellence and community well-being.

**Question 2: Please provide links or references to relevant previous projects that your organization has overseen. Make sure to double check that the provided links (URLs) are the full address and are accurate in spelling.**

Aside from collaboration with DrugFree Wilco this will be the agency's first requested project of the like. A link to one portion of the agency partnership is included below.

<https://www.wkrn.com/news/local-news/13-mt-juliet-officers-recognized-for-saving-lives-with-overdose-reversal-kits/>

**Tennessee Opioid Abatement Council  
Revised & Adopted September 30, 2022**

**EXHIBIT E**

**Tennessee's Opioid Abatement  
& Remediation Uses**

**Schedule A  
Core Strategies**

- A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**
1. Expand training for first responders, schools, community support groups and families; and
  2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.
- B. MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**
1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
  2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
  3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
  4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.
- C. PREGNANT & POSTPARTUM WOMEN**
1. Expand Screening, Brief Intervention, and Referral to Treatment ("*SBIRT*") services to non-Medicaid eligible or uninsured pregnant women;
  2. Expand comprehensive evidence-based treatment and recovery services,

including MAT, for women with co- occurring Opioid Use Disorder ("*OUD*") and other Substance Use Disorder ("*SUD*")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

**D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("*NAS*")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant- need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

**E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

**F. TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

**G. PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC's Updated Clinical Practice Guideline for Prescribing Opioids, the Tennessee Department of Health Chronic Pain Guideline, and current evidence;
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

**H. EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

**I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

## **Schedule B Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT
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### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder ("*OUD*") and any co-occurring Substance Use Disorder or Mental Health ("*SUDMH*") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>2</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("*MAT*") approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("*ASAM*") continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such

trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD

and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co- occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new

Americans.

14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have--or are at risk of developing-- OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions; including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("*PAARI*");
  2. Active outreach strategies such as the Drug Abuse Response Team ("*DART*")

model;

3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("*LEAD*") model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address ODD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
  3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
  4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions ("*CTI*"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or

other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("NAS"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women---or women who could become pregnant---who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co- occurring SUD/MH conditions.
7. Provide enhanced family support and childcare services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed

behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services-Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION
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**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC's Updated Clinical Practice Guideline for Prescribing Opioids, the Tennessee Department of Health Chronic Pain Guideline, and current evidence.
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("*PDMPs*"), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

#### **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction-including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("*SAMHSA*").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and

student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES
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**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

## **K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co- occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

## **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



Opioid Abatement  
Council

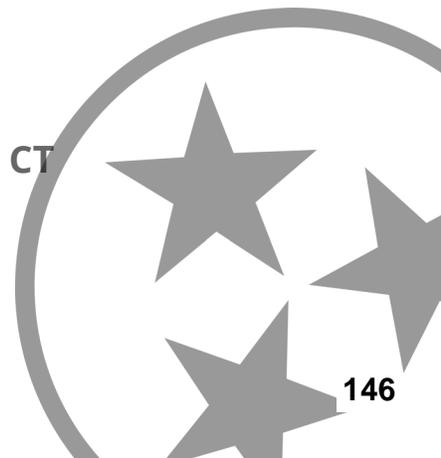
# Announcement of Funding

Community Grants, Cycle 2

Opioid Abatement Council

Completed Proposals Due: **December 13, 2024, 10:00PM CT**

Document Version 5.0



## Introduction

The Tennessee Opioid Abatement Council (OAC) is requesting proposals for Community Grants, Cycle 2 from organizations located in Tennessee to implement opioid abatement remediation strategies. These strategies include Primary Prevention, Harm Reduction, Treatment, Recovery Support, Education & Training for Research, or Evaluation of Abatement Strategy Efficacy for people living within Tennessee.

The eligible projects are listed in Tennessee's Opioid Abatement & Remediation Uses in Attachment D and here: [https://www.tn.gov/content/dam/tn/mentalhealth/documents/OAC\\_Remediation\\_List\\_Revised\\_10-10-22.pdf](https://www.tn.gov/content/dam/tn/mentalhealth/documents/OAC_Remediation_List_Revised_10-10-22.pdf)

Community Grants made from this Announcement of Funding (AOF) are funded from the Tennessee Opioid Abatement Trust Fund. Tennessee Code Annotated, § 33-11-103(p) states that 65% of the Opioid Abatement Trust Fund shall be disbursed for statewide, regional, or local opioid abatement and remediation purposes.

Community Grants must be directed to projects which address Tennessee's opioid epidemic. Funds must be used to deliver services to individuals and communities in Tennessee which focus on Primary Prevention, Harm Reduction, Treatment, Recovery Support, Education/ Training or Research or Evaluation of Abatement Strategy Efficacy.

For this procurement, the Opioid Abatement Council is encouraging applications:

- which address Primary Prevention, Harm Reduction, Treatment and Recovery Support (*per approved motion on July 31, 2024 by the Opioid Abatement Council, this may be open to change*)
- where multiple local agencies and/or counties collaborate on one project

Applications with any these attributes may be given priority during the review and award process.

Opioid Abatement Trust Funds shall not be used to provide payouts to individuals for financial relief nor on past projects.

Community Grant funds shall be the payor of last resort for program development and services (as outlined in the Tennessee's Opioid Abatement & Remediation Uses in Attachment D) when and where applicable.

**Applications for OAC Community Grants are only accepted via the Sub-Recipient Grant Management Enterprise Solution, State of Tennessee Portal, which is a web-based platform.**

- **The Announcement of Funding will be updated with the portal web address on November 12, 2024.**
- **The link to the portal will be prominently posted on the Opioid Abatement Council's website ([tn.gov/oac](https://www.tn.gov/oac)) on November 12, 2024.**

- **Applications received via any other method will not be reviewed or scored. (Please see Section 1.5.5 for accommodations if the Proposer doesn't have access to the internet.)**

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# GENERAL CONDITIONS

## 1.1. *Funding Information*

**1.1.1 Project Period:** Funding term for selected proposals is expected to start January 1, 2026. Duration is flexible based on Proposer's demonstrated need, timing of the program and OAC approval for either 12 months, 24 months, or 36 months.

**1.1.2 Funding Amount:** The Opioid Abatement Council has set a maximum funding amount for each approved application and requests should be reasonable based on the following guidance:

- For applications for a single Project, the proposed total annual budget limit is \$1,000,000.
- For applications from multiple Proposers who are collaborating on the same Project, the total annual budget limit is \$3,000,000.
- Proposers should research industry standard reimbursement and/or funding rates for the projects and/or programs in which they are seeking funding.
- The OAC reserves the right to deny applications if the requested amount exceeds the current range of reimbursement or funding for the program in Tennessee.

The total funding for this procurement is set at \$20,000,000.

**1.1.3 Allocations:** Funding allocations will be awarded on the basis of how well a Proposer addresses guidelines and criteria of this Announcement of Funding. The actual amount available for a Grant Contract may vary depending on the number and quality of proposals received.

**1.1.4 Subject to Funds Availability:** Grant contracts awarded as a result of this Announcement of Funding are subject to the appropriation and availability of funds. In the event funds are not appropriated or otherwise unavailable, the Opioid Abatement Council reserves the right to terminate Grant Contracts upon written notice to the Grantee.

**1.1.5. Grant Contract Requirements:** Grant contracts awarded as a result of this Announcement of Funding must comply with all applicable contract requirements and the Proposer's application and will be subject to both programmatic and fiscal monitoring. Proposers should review the TDMHSAS Grantee Manual located on the Grants Management section of the department's website, located at this [link](#). This manual is for informational purposes only and includes resources about the grant contracting process, highlights key contract provisions, reviews the programmatic

## Opioid Abatement Council Community Grants

and fiscal requirements for grant contracts, outlines the monitoring process, and provides resources related to grant management.

The Opioid Abatement Council Community Grants will be disbursed via invoicing on incurred costs from the Grantee. The Grantee may invoice the Opioid Abatement Council monthly or quarterly. The option for pre-payment is conditional on the approval of the Executive Director. Any selected Grantee will be subject to fiscal and program monitoring which will be performed by the Opioid Abatement Council Office. The Opioid Abatement Council will adopt the monitoring standards developed by the State's Central Procurement Office and in accordance with Central Procurement Office policy.

**1.1.6. Semi-Annual Reports:** Grantees will submit Semi-Annual Reports to the Opioid Abatement Council Office on a template prescribed by the Council.

## **1.2. Timelines**

The following schedule of events represents the Opioid Abatement Council's best estimate of the schedule that shall be followed. The Opioid Abatement Council reserves the right in its sole discretion to adjust this schedule as it deems necessary. In the event such action is taken, notice of such action will be posted on the Opioid Abatement Council's website located [here](#) ([www.tn.gov/oac](http://www.tn.gov/oac)) and notice of the posting will be distributed via the Proposer e-mail list.

**Please take note that applications for Community Grants Cycle 2 will only be accepted November 12 – December 13, 2024. The portal will close at 10:00PM CT on December 13, 2024.** We plan to release an Announcement of Funding for Community Grants every 18 months, as long as there are available funds in the Opioid Abatement Trust Fund. At the time of the release of this Announcement of Funding, the next round of Community Grants is planned for March 2026.

## **SCHEDULE OF EVENTS:**

- September 16, 2024 OAC Releases Announcement of Funding for Cycle 2 and posts copy of Application on OAC website
- September 27, 2024 Proposers Written Questions Regarding the Announcement of Funding and Application are due
- September/ October OAC to post various Technical Assistance materials
- September 30, 2024 Requests “Intent to Apply” responses via e-mail
- October 11, 2024 OAC to post Frequently Asked Questions in response to written questions
- November 12, 2024 Sub-Recipient Grant Management Enterprise Solution, State of Tennessee Portal **opens** at 12:00amCT
- December 13, 2024 Sub-Recipient Grant Management Enterprise Solution, State of Tennessee Portal **closes** at 10:00pmCT
- July 1, 2025 Anticipated date: OAC makes announcement of accepted proposals.
- January 1, 2026 Anticipated date: Contracts shall be effective upon gathering all required signatures and approvals from the Opioid Abatement Council in accordance with grant contract section D.1. Required Approvals.

## **1.3 Proposer Eligibility**

**1.3.1** The Proposer, for purposes of this Announcement of Funding, must:

- have physical presence in Tennessee at the time of the application.
- be registered with the Tennessee Secretary of State and provide OR constituted an established governmental agency within the State of Tennessee.
- if applying for recovery housing funding, Proposer will be required to show current certification and/or recognition status through a state and/or nationally recognized recovery residence standards organization, any affiliate of any nationally recognized recovery residence standards organization OR the Proposer must be currently funded by the State of Tennessee or a federal department or agency to support and/or create a recovery residence.
- if any treatment or service will be provided which requires a license, the Proposer must hold all applicable licenses at the time of the application. The licenses shall be from a Tennessee State Department (e.g. Department of Health or Department of Mental Health and Substance Abuse Services). This does not apply to Federally Qualified Health Centers or Charitable Health Clinics.
- not be a current recipient of a Tennessee Opioid Abatement Council Community Grant from Cycle 1
  - The Opioid Abatement Council does not allow approved Grantees to apply for two (2) consecutive cycles.
  - If your agency is a Grantee from Cycle 1, then your agency may apply during Cycle 3.
  - If your agency applied for Cycle 1 and was not awarded, your agency may apply for Cycle 2.

Other considerations for the Proposer:

- May be an established or newly formed organization if the principals have an established history of service in and to the State of Tennessee.
- May be in any IRS recognized tax-category (profit, non-profit/not-for-profit, etc.).
- Organization does not have to have an agency license, unless specified above.
- Organization does not have to have a specific dollar amount in their operating budget.

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- If applying for prevention funding, organization does not need to be certified as a prevention coalition.

**1.3.2** A Proposer (with the exception of Tennessee State Departments), for purposes of this Announcement of Funding, must not be:

- An entity which employs an individual who is, or within the past six (6) months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purposes of furthering the private interest or personal profit of any person; and
- For purposes of applying the requirements above, the Opioid Abatement Council will deem an individual to be an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

## **1.4** *Scope of Services*

The program's Scope of Services is the Proposer's application once the application is approved and attached to the contract. The main sections of the Scope of Services from the application are Impact, Innovation, Integration, Evidence Base, Feasibility, Sustainability, and Credibility.

## **1.5** *Communications*

**1.5.1** The following Coordinator shall be the main point of contact for this Announcement of Funding:

**Coordinator:** Mary Shelton  
**E-mail address:** [tnoac.grant@tn.gov](mailto:tnoac.grant@tn.gov)

All proposer communications concerning this procurement must be directed to the Coordinator listed immediately above. Unauthorized contact regarding this Announcement of Funding with other state employees of the Opioid Abatement Council Office or TDMHSAS or any Opioid Abatement Council members may result in disqualification.

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**1.5.2 Proposer E-Mail List:** The Opioid Abatement Council's Community Distribution Email List will be used for sending communications related to this Announcement of Funding. If you wish to be added to this list, please promptly send your contact information, including e-mail address, to [opioid.abatement@tn.gov](mailto:opioid.abatement@tn.gov) or complete the Contact Us form at <https://www.tn.gov/oac/contact-us.html>. Any delay in sending such information may result in some communications not being received. The Opioid Abatement Council Office assumes no responsibility for delays in being placed on the list. Proposer E-mail List template language:

Subject Line: **Proposer E-Mail List**

Please provide the following information:

1. **Organization name**
2. **E-mail address**

**1.5.3 Intent to Apply:** The Opioid Abatement Council request that potential Proposers e-mail [tnoac.grant@tn.gov](mailto:tnoac.grant@tn.gov) by September 30, 2024. This e-mail is not binding but rather informative for the Opioid Abatement Council. Intent to Apply template language:

Subject Line: **Intent to Apply**

Please provide the following information:

1. **Organization name**
2. **Number of applications planning to submit**
3. **Applicable Strategy for each application**

**1.5.4 Questions and Requests for Clarification:** Questions and requests for clarification regarding this Announcement of Funding must be e-mailed to [tnoac.grant@tn.gov](mailto:tnoac.grant@tn.gov) by September 27, 2024. Questions and Requests for Clarification template language:

Subject Line: **AOF Question**

Please provide the following information along with the question:

1. **Organization name**
2. **Applicable Strategy**

3. **Applicable section(s) from Tennessee’s Opioid Abatement & Remediation Uses**
4. **Question**
5. **Any other details which will help us better understand the question**

A Frequently Asked Questions document will be posted to the OAC [website \(tn.gov/oac\)](https://tn.gov/oac) by October 11, 2024.

**1.5.5 No internet connection:** If the Proposer does not have stable internet connection to communicate with the Opioid Abatement Council or to submit the application via the Sub-Recipient Grant Management Enterprise Solution, State of Tennessee Portal, please call Mary Shelton at 615-946-9193 for alternative accommodations. The call and /or voicemail must be received by October 11, 2024.

**1.5.6 Questions about the Sub-Recipient Grant Management Enterprise Solution, State of Tennessee Portal:** Questions about accessing the portal, entering information and application status may be emailed to [tnoac.grant@tn.gov](mailto:tnoac.grant@tn.gov) and shall be sent using the following template language:

Subject Line: **Portal question**

Please provide the following information:

1. **Organization name**
2. **Application ID**
3. **Project Name**
4. **Question**

Technical Assistance videos will be posted to the Opioid Abatement Council’s [website](#) by November 1, 2024.

## ***1.6 Proposal Preparation, Formatting, Submission, Withdrawal, and Rejection***

**1.6.1 Proposal Preparation:** The Proposer accepts full responsibility for all costs incurred in the preparation, submission, and other activities undertaken by the Proposer associated with the proposal.

**1.6.2 Proposal Formatting Requirements:** The Opioid Abatement Council's goal to review all proposals submitted must be balanced against the obligation to ensure equitable treatment of all proposals. For this reason, formatting and content requirements have been established for proposals.

- Proposals must be received via the Sub-Recipient Grant Management Enterprise Solution, State of Tennessee Portal.
- Proposals must address all applicable project narrative questions and label the sections accordingly within the proposal.
- There is a word limit for the narrative responses and the budget justification template, which are listed below.
- Proposers must certify that the application was created and written by a human and that the applicant has the capacity to fulfill and/or provide the project described in this application.

**1.6.3 Proposal Submission:** Proposals must be submitted via **Sub-Recipient Grant Management Enterprise Solution, State of Tennessee Portal by December 13, 2024 at 10:00 PM Central Time**. Proposals must be complete and comply with all requirements of this Announcement of Funding in order to be eligible for review.

**1.6.4 Proposal Withdrawal:** Proposals submitted prior to the due date may be withdrawn only by the Proposer. The Proposer may withdraw the proposal in the **Sub-Recipient Grant Management Enterprise Solution, State of Tennessee Portal**.

**1.6.5 State's Right to Reject Proposals:** The State reserves the right to reject, in whole or in part, any and all proposals; to advertise new proposals; to arrange to perform the services herein, to

abandon the need for such services, and to cancel this Announcement of Funding at any time if it is in the best interest of the State as determined in the Opioid Abatement Council's sole discretion. In the event such action is taken, notice of such action will be posted at this link, and notice of the posting will be distributed via the Proposer e-mail list.

## **1.7 Proposal Review, Components, Scoring, and Selection**

**1.7.1 Proposal Review:** Proposals will be scored based on the ability to demonstrate the intended success of the project. Incomplete and noncompliant proposals, Proposers who are ineligible, and projects which are not listed on Tennessee's Opioid Abatement & Remediation Uses list will not be reviewed. The eligible projects are listed in Tennessee's Opioid Abatement & Remediation Uses in Attachment D and here:

[https://www.tn.gov/content/dam/tn/mentalhealth/documents/OAC\\_Remediation\\_List\\_Revised\\_10-10-22.pdf](https://www.tn.gov/content/dam/tn/mentalhealth/documents/OAC_Remediation_List_Revised_10-10-22.pdf)

The Proposer must select at least one section from the Tennessee's Opioid Abatement & Remediation Uses list that aligns with the proposed project. The Proposer will make this selection in the Sub-Recipient Grant Management Enterprise Solution, State of Tennessee Portal.

The Opioid Abatement Council recognizes the need to ensure that funding provided for the OAC Community Grants provides the maximum benefit to the citizens of Tennessee. Grantees are selected based on how the project's impact, innovation, integration, evidence base, feasibility, sustainability, and credibility within the systems which work towards opioid abatement and remediation.

**1.7.3 Proposal Scoring:** Each proposal may receive a total score between zero (0) and one hundred (100). Each section of the Project Narrative carries a different weight, and the percentage is listed in the table below.

<b>Proposal Component</b>	<b>Score</b>
Organizational Information	0 points, but essential
Funding Request	0 points, but essential
Detailed Project Description	0 points, but essential

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Project Narrative	
Impact	20%
Innovation	10%
Integration	10%
Evidence Base	10%
Feasibility	20%
Sustainability	15%
Credibility	15%
Proposed Budget and Budget Narrative ( <b>required</b> ) <i>Appropriate and realistic budget must be submitted along with a narrative justifying the budget.</i>	0 points, but essential
Most recent audited financial statements (income and balance sheet) ( <b>required</b> )	0 points, but essential
Proposer's operating budget for its current fiscal year ( <b>required</b> )	0 points, but essential
Most recent IRS Form 990 and attachments ( <b>if applicable</b> )	0 points, but essential
Proposer's current IRS determination letter 501(c)(3) status ( <b>if applicable</b> )	0 points
Any agency licenses through TDOH or TDMHSAS ( <b>if applicable</b> )	0 points
List of Proposer's board members and their relevant experience ( <b>if applicable</b> )	0 points

**1.7.4 Proposal Selection:** The Opioid Abatement Council anticipates notifying all Proposers informing them of the outcome of either selected for contracting or not selected for contracting by close of business July 1, 2025.

All grant proposals are reviewed by state employees selected by the Opioid Abatement Council Office and evaluated by members of the Opioid Abatement Council. Based upon the evaluations,

## Opioid Abatement Council Community Grants

proposal selections will be made and submitted for final approval to the Opioid Abatement Council.

The Opioid Abatement Council reserves the right to further negotiate proposals selected to be awarded funds. Prior to the execution of any Grant Contract, the Opioid Abatement Council reserves the right to consider past performance under other Tennessee contracts.

### ***1.8 The Opioid Abatement Council rights and obligations under this Announcement of Funding***

**1.8.1** The Opioid Abatement Council reserves the right to make any changes to this Announcement of Funding, timeline of events, proposals selected, the scope of services, the amount of funding, and any other aspect of this process as deemed necessary before issuing the final Grant Contract. In the event the Opioid Abatement Council decides to amend, add to, or delete any part of this Announcement of Funding, a written amendment will be posted [at this link](#) and notice of this posting will be distributed via the Proposer e-mail list.

**1.8.2** The Opioid Abatement Council reserves the right to cancel, or to cancel and re-issue, this Announcement of Funding. In the event such action is taken, notice of such action will be posted [at this link](#), and notice of the posting will be distributed via the Proposer e-mail list.

**1.8.3** The Opioid Abatement Council reserves the right to make any changes to the scope of services as deemed necessary before issuing the final Grant Contract.

**1.8.4** The Opioid Abatement Council reserves the right to not issue any Grant Contracts in response to this Announcement of Funding.

**1.8.5** The Opioid Abatement Council reserves the right to further negotiate proposals selected to be awarded funds prior to entering into a Grant Contract.

**1.8.6** The Opioid Abatement Council obligations pursuant to a Grant Contract shall commence only after the Grant Contract is signed by the Grantee and the Opioid Abatement Council and after the Grant Contract is approved by all other Tennessee officials in accordance with applicable laws and regulations. The Opioid Abatement Council shall have no obligation for services rendered by the Grantee which are not period within the specified Grant Contract term.

**1.8.7** Grant contracts awarded as a result of this Announcement of Funding are subject to the appropriation and availability of funds. In the event funds are not appropriated or otherwise unavailable, the Opioid Abatement Council reserves the right to terminate Grant Contracts upon written notice to the Grantee.

## **2. *Community Grant Application***

The responses should be structured and titled consistently according to the individual sections. For the Brief Description of the Project, there is a maximum number of 200 words. For Detailed Project Description, there is maximum of number of 2000 words, which is divided between the sections (please see each section for the word limits).

**Proposals must be received via the Sub-Recipient Grant Management Enterprise Solution, State of Tennessee Portal.**

The Community Grant Application responses should address each of the following items, as applicable.

### **Organization Information**

1. Organization name:
2. Date organization established:
3. Organization address:
4. Does this organization have an office or physical presence in Tennessee?
  - a. Please provide the physical address for the Tennessee location (if more than one address exists, please provide the most pertinent):
5. Primary Contact information:
  - a. Name:
  - b. Phone number:
  - c. E-mail:
6. Name of Chief Executive Officer or President of the organization:

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- a. Name:
- b. Phone number:
- c. E-mail:
7. Tax Identification Number:
8. Has this organization Received a 501(c)(3) Determination Letter?
9. Is this organization licensed by the Tennessee Department of Health?
  - a. If yes – list license name and number:
10. Is this organization licensed by the Tennessee Department of Mental Health and Substance Abuse Services?
  - a. If yes, list license name and number:
11. How many employees are in this organization? How many volunteers serve in this organization?
12. What is the annual operating budget of the organization?

### **Funding Request**

1. Project name:
2. Select the strategy that best fits this project:
  - a. Primary Prevention
  - b. Harm Reduction
  - c. Treatment
  - d. Recovery Support
  - e. Education/ Training
  - f. Research or Evaluation of Abatement Strategy Efficacy
3. Funding amount requested:
  - a. Please attach an itemized budget for the project showing all sources of income and proposed expenditures for the project that clearly indicates how the requested funds will be used. See Attachments A and B.

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4. What is the proposed timeframe for spending the funding?
  - a. 1 Year
  - b. 2 Years
  - c. 3 Years
5. Brief description of the project: *(200-word limit)*

### **Detailed Project Description**

The State of Tennessee and the Opioid Abatement Council are committed to combating the opioid epidemic. The Opioid Abatement Council wants to ensure that proposed approaches have been proven to be effective.

Below are seven categories that will be used in the evaluation process to determine grant funding to aid in prevention, harm reduction, treatment, recovery support, education and training, research and evaluation of abatement strategy efficacy.

Briefly explain how your project will assist in combating this epidemic.

### **Impact**

The citizens of Tennessee are experiencing epidemic levels of addiction, overdoses, and death secondary to opioid use disorder. Therefore, having a positive impact on Tennessee's opioid crisis is imperative. The responses below should explain how the project will impact Tennesseans and define the target population (including age and other relevant demographic information). *(400-word limit for this section)*

- 1) How many persons will be impacted? How will they be affected and for how long do you expect the impact to last?
- 2) How will your organization measure the success of the project? What outcomes will you track and what will be the frequency of assessment?
- 3) When developing a proposal for the opioid crisis the organization must consider how accessible their services will be to those affected by the crisis. How will the organization ensure accessibility to the proposed services?
- 4) How will inequities in care be remediated?
- 5) What area(s) of Tennessee will be served by the project? (Please provide zip codes.)

### **Innovation**

## Opioid Abatement Council Community Grants

The opioid crisis has existed for decades, and innovative measures have been used, but must continue to be developed to assist in combating the epidemic. The responses below should highlight how your organization plans to incorporate innovative measures such as medical technologies, partnerships, alternative paths, etc. *(200-word limit for this section)*

- 1) What new approaches to existing challenges are proposed in this project?
- 2) Is there a plan to share learnings with the medical and larger communities? If so, how will this be accomplished?

### **Integration**

When combating an epidemic, organizations must often research, collaborate and use resources from other community efforts to be effective. In this section, the applicant must briefly explain how their services (existing and proposed) integrate with existing efforts. *(200-word limit for this section)*

- 1) How does the proposed project fit within the existing ecology of opioid prevention and care?
- 2) Are there plans to incorporate collaboration with other community resources? If so, please describe these plans.

### **Evidence Base**

Much evidence-based strategies have been used over the years to assist with the opioid crisis such as screening for fentanyl, academic detailing, syringe services programs, etc. The response in this section should list the proposed approach and any references that would provide evidence of its success. *(200-word limit for this section)*

- 1) Please describe the evidence that supports your proposed approach. Include relevant references.

### **Feasibility**

The response in this section should describe the applicant's management plans such as supervision of program, qualifications of management and staff, etc. *(400-word limit for this section)*

- 1) Please describe your business and/or management plan for the proposed project.
- 2) Please provide information about staff and resources allocated to the project and available infrastructure.

### **Sustainability**

## Opioid Abatement Council Community Grants

The applicant must consider if and how the proposed project will continue once abatement funding has ended. In this section, please explain if you intend to extend the project past the abatement funding period. What strategies you plan to employ to ensure sustainability? *(300-word limit for this section)*

- 1) Does this organization plan to extend this project beyond the funding period?
  - a. If so, what will be the funding mechanism(s) to continue the project?
- 2) What percentage of the proposed project's budget will be carried by abatement funding? What are the other sources of funding for the proposed program?

### **Credibility**

Explain the commitment of the organization's project to the community such as the marketing strategy, public education opportunities, etc. *(300-word limit for this section)*

- 1) What is the service track record of the organization in Tennessee?
- 2) Please provide links or references to relevant previous projects that your organization has overseen.

# Attachment A

## **PROPOSED BUDGET | Opioid Abatement Council, Community Grants**

The budget template is found in the **Sub-Recipient Grant Management Enterprise Solution, State of Tennessee Portal**. The Proposer will enter the information listed below directly into the Application via the Portal.

GRANT BUDGET SUMMARY				
Agency Name: Enter on Detail Tab				
Program Code Name: Enter on Detail Tab				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: Enter on Detail Tab END: Enter on Detail Tab				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes <sup>2</sup>	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications <sup>2</sup>	\$0.00	\$0.00	\$0.00
11, 12	Travel, Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance <sup>2</sup>	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost <sup>2</sup>	\$0.00	\$0.00	\$0.00
24	In-Kind Expense <sup>2</sup>	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: <http://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>)

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

## Attachment B

### **BUDGET JUSTIFICATION | Opioid Abatement Council, Community Grants**

The budget justification template is found in the **Sub-Recipient Grant Management Enterprise Solution, State of Tennessee Portal**. The Proposer will enter the information listed below directly into the Application via the Portal.

### General Information

Project Name	Budget Period	Date Submitted

### Salaries, Benefits & Taxes

#### **REQUEST – Salaries, Benefits & Taxes**

Position	Name	Key Personnel (Y/N)	Annual Salary/Rate	Level of Effort (%)	Cost
Position	Name	Fringe Rate	Personnel Cost	Cost	
				<b>Total Cost:</b>	

**REQUEST – Justification for Salaries, Benefits & Taxes**

[INSERT NARRATIVE JUSTIFICATION REGARDING SALARIES, BENEFITS & TAXES AS NEEDED]

150 Words Max
---------------

**Professional Fee, Grant & Award**

**REQUEST – Professional Fee, Grant & Award**

Name	Service	Unit Cost/Rate	Quantity	Duration	Cost
<b>Total Cost:</b>					

**REQUEST: Justification for Professional Fee, Grant & Award**

[INSERT NARRATIVE JUSTIFICATION]

- a. The justification must identify the need for third party or contracted labor costs, such as installation costs, advertising costs, etc.

Opioid Abatement Council Community Grants

- b. The narrative description should include the purpose, why it is necessary and how it directly relates to the scope of work.

150 Words Max

**Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications**

***REQUEST – Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications***

Item(s)	Unit Cost	Quantity	Duration	Cost

				<b>Total Cost:</b>	
--	--	--	--	--------------------	--

***REQUEST – Justification for Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications***

[INSERT JUSTIFICATION FOR EACH ITEM LISTED ABOVE]

75 Words Max

## Travel, Conferences & Meetings

### **REQUEST – Travel, Conferences & Meetings**

Purpose	Destination	Item	Cost/Rate Per Item	Quantity Per Person	Number of Person(s)	Travel Cost
<b>Total Cost:</b>						

### **REQUEST: Justification for Travel, Conferences & Meetings**

[INSERT NARRATIVE JUSTIFICATION FOR EACH TRIP]

- c. The justification must identify the need for the travel if the travel is not specifically required.
- d. The narrative description should include the purpose, why it is necessary and directly relates to the scope of work, number of trips planned, staff that will be making the trip, and approximate dates.

100 Words Max

## Interest

**REQUEST – Interest**

Item(s)		% Charged to the Project		Cost
<b>Total Cost:</b>				

**REQUEST: Justification for Interest**

[INSERT NARRATIVE JUSTIFICATION FOR INTEREST]

50 Words Max

**Insurance**

**REQUEST – Insurance**

Item(s)	Policy Type	Duration	% Charged to the Project	Cost
<b>Total Cost:</b>				

**REQUEST: Justification for Insurance**

Opioid Abatement Council Community Grants

[INSERT NARRATIVE JUSTIFICATION FOR INSURANCE]

50 Words Max
--------------

### Specific Assistance to Individuals

#### **REQUEST – Specific Assistance to Individuals**

Name	Service	Unit Cost/Rate	Quantity	Duration	Cost

<b>Total Cost:</b>					

#### **REQUEST – Justification for Specific Assistance to Individuals**

[INSERT JUSTIFICATION FOR EACH ITEM LISTED ABOVE]

150 Words Max
---------------

### Depreciation

#### **REQUEST – Depreciation**

Item	Unit Cost	Quantity	Cost

<b>Total Cost:</b>	

**REQUEST - Justification for Depreciation**

[INSERT JUSTIFICATION FOR DEPRECIATION]

25 Words Max
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**Other Non-Personnel**

***REQUEST - Other Non-Personnel***

Item	Unit Cost	Quantity	Duration	Other Cost

<b>Total Cost:</b>	

**REQUEST - Justification for Other Non-Personnel**

[INSERT JUSTIFICATION FOR EACH ITEM LISTED ABOVE]

50 Words Max
--------------

### Capital Purchases

#### **REQUEST – Capital Purchases**

Item	Unit Cost	Quantity	Duration	Capital Purchases

	<b>Total Cost:</b>

#### **REQUEST – Justification for Capital Purchases**

[INSERT JUSTIFICATION FOR EACH ITEM LISTED ABOVE]

150 Words Max
---------------

### Indirect Cost Rate

Rate	Base	Indirect Cost

## Opioid Abatement Council Community Grants

[If you are using an approved federally negotiated IDC rate agreement, be sure to submit a copy of your approved federally negotiated IDC rate agreement in effect at the beginning of the budget period.]

	<b>Total Cost:</b>

## Total Project Costs

	<b>Total Project Costs:</b>

## TOTAL PROJECT COSTS

### BUDGET SUMMARY

Budget Category	Request
<b>A. Salaries, Benefits &amp; Taxes</b>	
<b>B. Professional Fee, Grant &amp; Award</b>	
<b>C. Supplies, Telephone, Postage &amp; Shipping, Occupancy, Equipment Rental &amp; Maintenance, Printing &amp;</b>	
<b>D. Travel, Conferences &amp; Meetings</b>	
<b>E. Interest</b>	
<b>F. Insurance</b>	
<b>G. Specific Assistance to Individuals</b>	
<b>H. Depreciation</b>	
<b>I. Other Non-Personnel</b>	
<b>J. Capital Purchases</b>	
<b>K. Indirect Costs</b>	
<b>L. Total Project Costs</b>	

## Attachment C

### ***DOCUMENTS FOR UPLOADING TO THE PORTAL | Opioid Abatement Council, Community Grants***

To assist with entering the information for the application through the **Sub-Recipient Grant Management Enterprise Solution, State of Tennessee Portal**, here is a list of the required and required, if applicable documents. All documents must be in PDF format and uploaded under the Organizational Information tab. The Budget for the Proposed project will be built in the Portal (see Attachment A)

<b>Document</b>	<b>If applicable OR required</b>
TDMHSAS License	if applicable
TDOH License	if applicable
Certificate of Existence from Secretary of State	if applicable
501(c)(3) Determination Letter	if applicable
Current Fiscal Year Operating Budget	required
Most recent audited financial statements <b>OR</b> a copy of the current financial statement (if not audited)	required
List of current board members and their relevant experience	if applicable
Most recent IRS Form 990 and attachments	if applicable

# Attachment D

## *Tennessee's Opioid Abatement & Remediation Uses*

**Tennessee Opioid Abatement  
Council  
Revised & Adopted September 30,  
2022**

### **EXHIBIT E**

**Tennessee's Opioid  
Abatement  
Remediation Uses**

**Schedule A  
Core  
Strategies**

A. **NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES**

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. **MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT**

1. Increase distribution of MAT to individuals who are uninsured

or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

**C. PREGNANT & POSTPARTUM WOMEN**

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

**D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("NAS")**

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant- need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

**E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES**

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

**F. TREATMENT FOR INCARCERATED POPULATION**

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

**G. PREVENTION PROGRAMS**

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC's Updated Clinical Practice Guideline for Prescribing Opioids, the Tennessee Department of Health Chronic Pain Guidelines, and current evidence;
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

**H. EXPANDING SYRINGE SERVICE PROGRAMS**

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

**I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE**

**Schedule B  
Approved  
Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

**A. TREAT OPIOID USE DISORDER(OUD)**

Support treatment of Opioid Use Disorder ("OUD") and any co-occurring Substance Use Disorder or Mental Health ("SUDMH") conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:<sup>2</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("ASAM") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs ("*OTPs*") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health

practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("*DATA 2000*") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management

and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD,

including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have--or are at risk of developing--OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to

- begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
  7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
  8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
  9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
  10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
  11. Expand warm hand-off services to transition to recovery services.
  12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
  13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

)

15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions; including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("PAARI");
  2. Active outreach strategies such as the Drug Abuse Response Team ("DART") model;
  3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("LEAD") model;
  5. Officer intervention strategies such as the Leon County,

Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

6. Co-responder and/or alternative responder models to address ODD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions ("CTI"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("NAS"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women---or women who could become pregnant---who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get

referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co- occurring SUD/MH conditions.
7. Provide enhanced family support and childcare services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services-Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC's Updated Clinical Practice Guideline for Prescribing Opioids, the Tennessee Department of Health Chronic Pain Guidelines, and current evidence.
2. Training for health care providers regarding safe and responsible

opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that

may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction-including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. **FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management

of opioid abatement programs.

**K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

## Attachment E

### **REMIEDIATION LIST STRATEGIES | Opioid Abatement Council, Community Grants**

This list is the full **Tennessee’s Opioid Abatement & Remediation Uses** listed by the 6 main strategies: Primary Prevention, Treatment, Harm Reduction, Education/Training, Recovery Support, Research/Evaluation of Abatement Strategy Efficacy.

When applying for a Community Grant, the Proposers must provide the strategy of the proposed project. Please use this list to determine the strategy.

Strategy – Schedule A (Core Strategies)	Section Number	Language
Education/ Training	A1	Expand training for first responders, schools, community support groups and families
Harm Reduction	A2	Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service
Treatment	B1	Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service
Primary Prevention	B2	Provide education to school-based and youth-focused programs that discourage or prevent misuse
Treatment	B3	Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders

## Opioid Abatement Council Community Grants

Treatment	B4	Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services
Primary Prevention	C1	Expand Screening, Brief Intervention, and Referral to Treatment (" <i>SBIRT</i> ") services to non-Medicaid eligible or uninsured pregnant women
Treatment	C2	Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co occurring Opioid Use Disorder (" <i>OUD</i> ") and other Substance Use Disorder (" <i>SUD</i> ")/Mental Health disorders for uninsured individuals for up to 12 months postpartum
Recovery Support	C3	Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare
Recovery Support	D1	Expand comprehensive evidence-based and recovery support for NAS babies
Recovery Support	D2	Expand services for better continuum of care with infant need dyad
Recovery Support	D3	Expand long-term treatment and services for medical monitoring of NAS babies and their families
Primary Prevention	E1	Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments
Recovery Support	E2	Expand warm hand-off services to transition to recovery services;
Recovery Support	E3	Broaden scope of recovery services to include co-occurring SUD or mental health conditions

## Opioid Abatement Council Community Grants

Recovery Support	E4	Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare
Recovery Support	E5	Hire additional social workers or other behavioral health workers to facilitate expansions above
Treatment	F1	Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system
Treatment	F2	Increase funding for jails to provide treatment to inmates with OUD
Primary Prevention	G1	Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco)
Primary Prevention	G2	Funding for evidence-based prevention programs in schools
Primary Prevention	G3	Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC's Updated Clinical Practice Guideline for Prescribing Opioids, the Tennessee Department of Health Chronic Pain Guidelines, and current evidence
Primary Prevention	G4	Funding for community drug disposal programs
Harm Reduction	G5	Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports
Harm Reduction	H1	Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD

Opioid Abatement Council Community Grants

		treatment, access to sterile syringes and linkage to care and treatment of infectious diseases
Research/Evaluation of Abatement Strategy Efficacy	I	Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the state
<b>Strategy - Schedule B (Approved Uses)</b>	<b>Section Number</b>	<b>Language</b>
Treatment	AA1	Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and Drug Administration
Treatment	AA2	Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("ASAM") continuum of care for OUD and any co-occurring SUD/MH conditions
Treatment	AA3	Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services
Treatment	AA4	Improve oversight of Opioid Treatment Programs ("OTPs") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment
Treatment, and Recovery Support	AA5	Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose

Opioid Abatement Council Community Grants

Recovery Support	AA6	Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma
Treatment	AA7	Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions
Education/Training	AA8	Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including tele-mentoring to assist community-based providers in rural or underserved areas
Treatment	AA9	Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions
Treatment	AA10	Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments
Treatment	AA11	Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas
Treatment	AA12	Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("DATA 2000") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver

## Opioid Abatement Council Community Grants

Treatment	AA13	Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing
Treatment	AA14	Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment
Recovery Support	BB1	Provide comprehensive wrap-around services to individuals with OUD and any co occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare
Treatment, and Recovery Support	BB2	Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
Treatment, and Recovery Support	BB3	Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions
Recovery Support	BB4	Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services
Recovery Support	BB5	Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions

## Opioid Abatement Council Community Grants

Recovery Support	BB6	Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co occurring SUD/MH conditions
Treatment, and Recovery Support	BB7	Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions
Recovery Support	BB8	Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions
Recovery Support	BB9	Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery
Treatment, and Recovery Support	BB10	Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family
Education/ Training	BB11	Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma
Education/ Training	BB12	Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment
Recovery Support	BB13	Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans
Recovery Support	BB14	Create and/or support recovery high schools.

## Opioid Abatement Council Community Grants

Education/ Training	BB15	Hire or train behavioral health workers to provide or expand any of the services or supports listed above.
Education / Training	CC1	Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment
Primary Prevention, and Harm Reduction	CC2	Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid
Primary Prevention, and Harm Reduction	CC3	Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common
Primary Prevention	CC4	Purchase automated versions of SBIRT and support ongoing costs of the technology.
Treatment	CC5	Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments
Education/ Training	CC6	Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services
Treatment	CC7	Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach
Treatment,	CC8	Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons

Opioid Abatement Council Community Grants

		with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose
Treatment	CC9	Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event
Treatment, and Recovery Support	CC10	Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any cooccurring SUD/MH conditions or to persons who have experienced an opioid overdose
Recovery Support	CC11	Expand warm hand-off services to transition to recovery services
Primary Prevention, and Treatment, and Recovery Support	CC12	Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people
Education/ Training	CC13	Develop and support best practices on addressing OUD in the workplace
Education/ Training	CC14	Support assistance programs for health care providers with OUD
Treatment	CC15	Engage non-profits and the faith community as a system to support outreach for treatment.
Treatment	CC16	Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions

Opioid Abatement Council Community Grants

Treatment	DD1.1	Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions; including established strategies such as Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (" <i>PAARI</i> ");
Treatment	DD1.2	Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions; including established strategies such as Active outreach strategies such as the Drug Abuse Response Team (" <i>DART</i> ") model
Treatment, and Harm Reduction	DD1.3	Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions; including established strategies such as "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
Treatment	DD1.4	Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions; including established strategies such as Officer prevention strategies, such as the Law Enforcement Assisted Diversion (" <i>LEAD</i> ") model;
Treatment	DD1.5	Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions; including established strategies such as Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative
Treatment	DD1.6	Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions; including established

Opioid Abatement Council Community Grants

		strategies such as Co-responder and/or alternative responder models to address ODD-related 911 calls with greater SUD expertise
Treatment	DD2	Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services
Treatment, and Recovery Support	DD3	Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions
Treatment	DD4	Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any cooccurring SUD/MH conditions who are incarcerated in jail or prison
Treatment	DD5	Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities
Treatment	DD6	Support critical time interventions ("CTI"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings
Education/ Training	DD7	Provide training on best practices for addressing the needs of criminal justice involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or

Opioid Abatement Council Community Grants

		other services offered in connection with any of the strategies described in this section
Recovery Support, and Treatment, and Primary Prevention	EE1	Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women---or women who could become pregnant---who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome
Treatment, and Recovery Support	EE2	Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum
Education/ Training	EE3	Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions
Treatment, and Recovery Support	EE4	Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families
Education/ Training	EE5	Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care
Recovery Support	EE6	Provide child and family supports for parenting women with OUD and any co occurring SUD/MH conditions

## Opioid Abatement Council Community Grants

Recovery Support	EE7	Provide enhanced family support and childcare services for parents with OUD and any co-occurring SUD/MH conditions.
Recovery Support	EE8	Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events
Recovery Support	EE9	Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training
Education/ Training	EE10	Provide support for Children's Services-Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use
Education/ Training	FF1	Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the CDC's Updated Clinical Practice Guideline for Prescribing Opioids, the Tennessee Department of Health Chronic Pain Guidelines, and current evidence.
Education/ Training	FF2	Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids
Education/ Training	FF3	Continuing Medical Education (CME) on appropriate prescribing of opioids
Education/ Training	FF4	Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

Opioid Abatement Council Community Grants

Education/ Training, and Research/ Evaluation of Abatement Strategy Efficacy	FF5.1	Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that Increase the number of prescribers using PDMPs
Education/ Training and Research/ Evaluation of Abatement Strategy Efficacy	FF5.2	Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both;
Education/ Training and Research/ Evaluation of Abatement Strategy Efficacy	FF5.3	Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules
Research/ Evaluation of Abatement Strategy Efficacy	FF6	Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules
Education/ Training	FF7	Increasing electronic prescribing to prevent diversion or forgery.
Education/ Training	FF8	Educating dispensers on appropriate opioid dispensing
Primary Prevention	GG1	Funding media campaigns to prevent opioid misuse.

## Opioid Abatement Council Community Grants

Primary Prevention	GG2	Corrective advertising or affirmative public education campaigns based on evidence.
Primary Prevention	GG3	Public education relating to drug disposal.
Primary Prevention	GG4	Drug take-back disposal or destruction programs.
Primary Prevention	GG5	Funding community anti-drug coalitions that engage in drug prevention efforts
Primary Prevention	GG6	Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction-including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").
Primary Prevention	GG7	Engaging non-profits and faith-based communities as systems to support prevention
Primary Prevention	GG8	Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
Primary Prevention	GG9	School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids
Primary Prevention	GG10	Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

Opioid Abatement Council Community Grants

Primary Prevention	GG11	Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills
Education/ Training	GG12	Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse
Harm Reduction	HH1	Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public
Harm Reduction	HH2	Public health entities providing free naloxone to anyone in the community
Education/ Training	HH3	Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public
Harm Reduction	HH4	Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support
Harm Reduction	HH5	Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals

## Opioid Abatement Council Community Grants

Harm Reduction	HH6	Public education relating to emergency responses to overdoses
Harm Reduction, and Education/ Training	HH7	Public education relating to immunity and Good Samaritan laws
Education/ Training	HH8	Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
Harm Reduction	HH9	Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs
Harm Reduction	HH10	Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use
Harm Reduction	HH11	Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions
Education/ Training	HH12	Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions
Education/ Training	HH13	Supporting screening for fentanyl in routine clinical toxicology testing

## Opioid Abatement Council Community Grants

Education/ Training	II1	Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs
Education/ Training	II2	Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events
Treatment, and Primary Prevention, and Harm Reduction, and Recovery Support	JJ1	Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list
Research/ Evaluation of Abatement Strategy Efficacy	JJ2	A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes
Treatment, and Primary Prevention, and Harm Reduction, and Recovery Support	JJ3	Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list
Research/ Evaluation of	JJ4	Provide resources to staff government oversight and management of opioid abatement programs

## Opioid Abatement Council Community Grants

Abatement Strategy Efficacy		
Education/ Training	KK1	Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis
Education/ Training	KK2	Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).
Research/ Evaluation of Abatement Strategy Efficacy	LL1	Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
Primary Prevention	LL2	Research non-opioid treatment of chronic pain
Primary Prevention	LL3	Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders
Research/ Evaluation of Abatement Strategy Efficacy	LL4	Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips
Research/ Evaluation of Abatement Strategy Efficacy	LL5	Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids

## Opioid Abatement Council Community Grants

Research/ Evaluation of Abatement Strategy Efficacy	LL6	Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
Research/ Evaluation of Abatement Strategy Efficacy	LL7	Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system
Research/ Evaluation of Abatement Strategy Efficacy	LL8	Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
Research/ Evaluation of Abatement Strategy Efficacy	LL9	Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1622  
10.D.

**Agenda Date:** 3/23/2026

**Agenda #:**

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**Title:**

A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE WILLOUGHBY STATION STORMWATER PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

## RESOLUTION -2026

### A RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE WILLOUGHBY STATION STORMWATER PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT

**WHEREAS**, the City of Mt. Juliet seeks to repair existing stormwater infrastructure that runs within the Willoughby Station Blvd. Right-of-Way (ROW); and

**WHEREAS**, this project consists of installing a pipe liner to repair an existing 66" corrugated metal pipe that is deteriorating; and

**WHEREAS**, the City of Mt. Juliet has received and reviewed bids and finds Walker Building Group, LLC ("Contractor") to be the lowest responsive, responsible bidder for the project; and

**WHEREAS**, the City of Mt. Juliet desires to award the construction contract to the Contractor for construction of the Project.

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

**Section 1.** The Board of Commissioners approves the contract with the Contractor in the total amount of \$67,634.79 for the construction of the Project.

**Section 2.** Mayor James Maness is hereby authorized to execute the said contract with the Contractor.

#### **BE IT FURTHER RESOLVED**

In case of conflict between this resolution or any part hereof, and the whole 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, or provision or portion of this resolution 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 resolution.

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

PASSED:

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

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

## RESOLUTION -2026

ATTEST:

---

Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

---

Samantha A. Burnett, City Attorney

## **RESOLUTION \_\_-2026**

### **RESOLUTION APPROVING THE AWARD OF THE CONSTRUCTION CONTRACT FOR THE WILLOUGHBY STATION STORMWATER PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE CONTRACT**

#### **Executive Summary**

- The project: This project consists of repairing existing stormwater infrastructure that runs within the Willoughby Station Blvd. Right-of-Way (ROW);
- Contract: The City of Mt. Juliet has received and reviewed bids and finds Walker Building Group, LLC (“Contractor”) to be the lowest responsive, responsible bidder for the project in the amount of \$67,634.79.
- Funding: This project will be City funded within the previously approved budget. No budget amendment is required.
- Official act: This resolution is to provide formal support of the contract and to authorize the Mayor to sign the contract.



## City of Mt. Juliet

Attn: Dana Hire  
2425 N. Mt. Juliet Road  
Mt. Juliet, Tennessee 37122

### **BID ENCLOSED FOR: PIPE LINER – WILLOUGHBY STATION BOULEVARD**

**Bid Date and Time: February 3, 2026, at 11:00 AM**

Prime Contractor: Walker Building Group, LLC  
License # 57127

Expiration Date: 3/31/2028  
Classifications: BC; HC; HRA; MU  
Monetary Limit: Unlimited

Electrical Contractor: N/A

Plumbing Contractor: N/A

Masonry Contractor: N/A



February 3, 2026

Dana Hire, Finance Director  
City of Mt. Juliet Finance Department  
2425 N. Mt. Juliet Rd.  
Mt. Juliet, TN 37122

**RE: PIPE LINER - WILLOUGHBY STATION BOULEVARD**

Dear Ms. Hire, Mr. Meadors and City of Mt. Juliet Representatives:

Walker Building Group, LLC is pleased to provide the following proposal and bid response to line approximately 127 linear feet of 66-inch corrugated metal pipe crossing under the roadway on Willoughby Station Blvd. utilizing A.W. Cook cementitious Spray Applied Pipe Liner (SAPL) at a thickness of one (1) inch. Included in the price below is the cost of cleaning the pipe and repairing the pipe at the bend. The proposed work timeline for the project is five (5) total days, weather dependent. The temperature must reach 32 degrees Fahrenheit and be actively rising for work to begin. However, work can begin immediately once those weather conditions are met.

**Total Cost of Lining = \$67,634.79**

**Exclusions**

1. Water Supply
2. Traffic Control

The new lining will conform to the contours of the host pipe including any changes in shape or dimension. Walker Building Group's SAPL pipe rehabilitation method is TDOT-approved and has proven to be an effective solution for similar state and municipal clients across Tennessee.

Thank you for the opportunity to submit our response to the City of Mt. Juliet's Pipe Liner bid. Please contact me at [ptaylor@walkerbuildinggroup.com](mailto:ptaylor@walkerbuildinggroup.com) or by phone at 615-767-4111 if you need additional information or clarification. We look forward to the opportunity for future collaboration.

Thank you,

**Walker Building Group, LLC**

Phillip Taylor, Vice President





A.W. Cook Cement Products - Cement Horizontal Pipe Lining Mortar (HPLM)  
 NTPEP SAPL #2017-01-002  
 TEC Services Job #17-1365  
 TEC Lab #18-227

NTPEP Evaluation of Spray Applied Non-Structural and Structural Pipe Liners for Storm Water Conveyance

Dry Material Weight = 25 pounds      Water Amount = 4.15 pounds      Mixing Time = 3 minutes with Drill Paddle

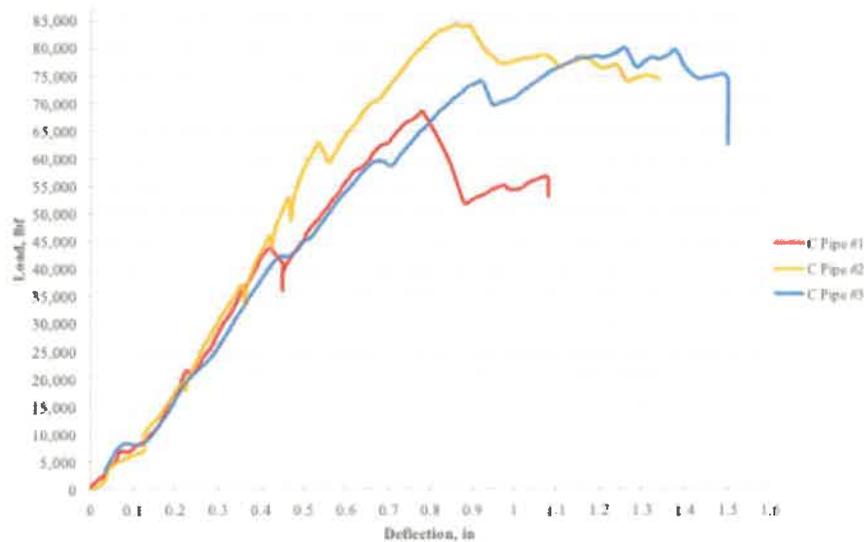
AASHTO-T-308 Surface Resistivity (kΩ-cm)	0°	90°	180°	270°	Average	Rating
	77.0	79.0	76.1	77.5	77.4	Very Low
	76.8	78.7	76.5	76.8	77.2	Very Low
	Average of Sample 1				77.3	Very Low
	76.1	75.2	77.2	78.6	76.8	Very Low
	75.5	75.6	77.4	78.4	76.7	Very Low
	Average of Sample 2				76.8	Very Low
	Average of 2 Test Samples				77.0	Very Low
ASTM C1609 Flexural Strength	Age Tested	Average Width (in)	Average Depth (in)	Load (lbf)	Modulus of Rupture (psi)	Average (psi) of 3 Samples
	3 tests at 7 days	2.00	2.00	1,240	930	1,000
		2.00	2.00	1,325	995	
		2.00	2.00	1,440	1,080	
	3 tests at 28 days	2.00	2.00	1,480	1,110	1,105
		2.00	2.00	1,470	1,105	
		2.00	2.00	1,475	1,105	
ASTM C109 Compressive Strength	Age Tested	Surface Area (in <sup>2</sup> )	Depth (in.)	Peak Load (lbf.)	Compressive Strength (psi)	Average (psi) of 3 Samples
	3 tests at 7 days	4.00	2.00	32,030	8,010	8,000
		4.00	2.00	32,800	8,200	
		4.00	2.00	31,100	7,780	
	3 tests at 28 days	4.00	2.00	41,800	10,450	10,090
		4.00	2.00	40,310	10,080	
		4.00	2.00	38,930	9,730	
ASTM C403 Time of Setting	Initial Set (min)			Final Setting (min)		
	437			633		

**Table 3 – Test Results for Repair Material at 1" Thickness**

Pipe Specimen ID	Pipe #11	Pipe #12	AVERAGE
Wall Thickness (inches)	5.250	5.250	<b>5.250</b>
Inside Pipe Diameter (inches)	47.875	47.875	<b>47.875</b>
Load to D-Load Crack (pounds)	52,080	35,990	<b>44,040</b>
Deflection at D-Load Crack (inches)	0.454	0.464	<b>0.459</b>
D-Load Strength (lbs/linear ft)	1,630	1,130	<b>1,380</b>
Repaired Inside Pipe Diameter (inches)	46.875	46.875	<b>46.875</b>
Repair Material Thickness (inches)	1.00	1.00	<b>1.00</b>
Repaired Pipe Load @ Original D-Load (pounds)	52,790	48,140	<b>50,465</b>
Repaired Pipe Deflection @ Original D-Load (in.)	0.450	0.393	<b>0.421</b>
Repair Material Defects at D-Load	None	None	<b>None</b>
Load at Repair Material Failure (pounds)	63,170	57,090	<b>60,130</b>
Deflection at Repair Material Failure (inches)	0.503	0.588	<b>0.546</b>
Ultimate Load (pounds)	91,540	126,790	<b>109,170</b>
Deflection at Ultimate Load (inches)	1.116	1.443	<b>1.280</b>

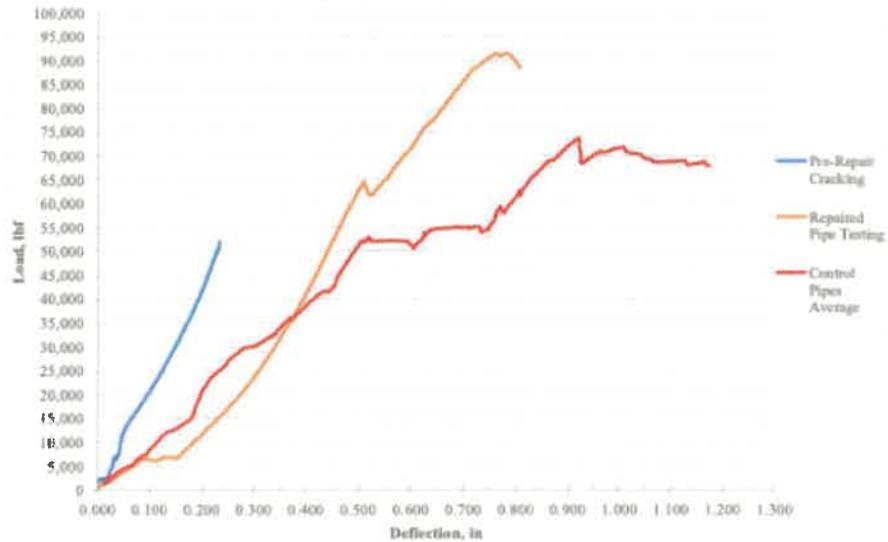
**Graph 1 – Results of the Control Pipes Tested**

**Control Pipes - Load Over Deflection**



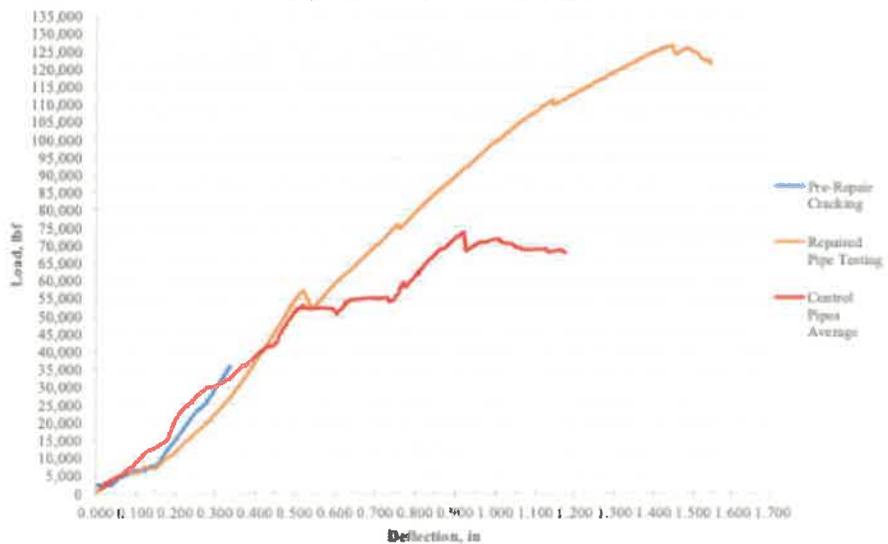
**Graph 6 – Results of Pipe #11 – HPLM @ 1" Thickness**

**Pipe #11 Load Over Deflection**



**Graph 7 – Results of Pipe #12 – HPLM @ 1" Thickness**

**Pipe #12 Load Over Deflection**



Print Date: 01/09/2025  
JJ00311@tn.gov

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
Qualified Products List Report



Product Category: 41 - Rockfall Mitigation  
Section: C-Rockfall Pinned Slope Mesh  
Material: QPL.41.011 Rockfall Pinned Slope Mesh TN Type III

89901468	- Geobrug North America	
	Trade Name	Evaluation #
	Spider Mesh	--
	--	

Product Category: 42 - Spray Applied Liner Material  
Section: A-Geopolymer and Cementitious Material  
Material: QPL.42.001 Geo-polymer and Cementitious Material

89901522	- A. W. Cook Cement Products	
	Trade Name	Evaluation #
	Horizontal Pipe Lining Mortar	19075
	D-LOAD NTPEP SAPL 2017-01-002	
89901528	- AP/M Permaform	
	Trade Name	Evaluation #
	PL-8000	19078
	D-LOAD NTPEP SAPL- 2018-01-002	
89901548	- GeoTree Solutions (ClockSpring-NRI)	
	Trade Name	Evaluation #
	GeoSpray Geopolymer	21019
	D-LOAD NTPEP SAPL-2017-01-001	

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Print Date: 05/02/2025  
JJ00311@tn.gov

STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
Qualified Products List Report



Product Category: 18 - Pre-Packaged Grout  
Section: A- Pre-Packaged Grout  
Material: QPL.18.001 Pre-Packaged Grout

89901477	- Paget-USA	
	Trade Name	Evaluation #
	V1/30 HF High Strength Non-Shrink Grout	17004
	Cementitious, non-shrink grout. Compressive strength: 10150 @ 1 day, 13050 @ 7 days, 16850 @ 28 days.	
	V1/50 Non-Shrink Grout	17005
	Cementitious, non-shrink grout. Compressive strength: 5800 @ 1 day, 10150 @ 7 days, 11800 @ 28 days.	
8990741	- Quikrete Co	
	Trade Name	Evaluation #
	CG Fastset Non-Shrink Grout	09002
	Cementitious, non-shrink grout. Compressive strength, plastic: 5000 @ 1 day, 8000 @ 7 days, 9000 @ 28 days; Flowable: 4800 @ 1 day, 5500 @ 7 days, 7500 @ 28 days; Fluid: 4000 @ 1 day, 5000 @ 7 days, 6500 @ 28 days.	
	Commercial Grade Fastset Repair Mortar	09055
	Polymer-modified mortar. Compressive strength: 2000 @ 1 hrs., 3349 @ 1 day, 4612 @ 7 days, 5199 @ 28 days.	
	Non-Shrink General Purpose Grout	22011
	Cementitious, Non-Shrink General Purpose Grout. Compressive strength, Plastic: 3000 @ 1 day, 7000 @ 7 days, 9000 @ 28 days; Flowable: 2500 @ 1 day, 6500 @ 7 days, 8000 @ 28 days; Fluid: 2000 @ 1 day, 5500 @ 7 days, 7000 @ 28 days.	
	Quick Setting Cement	02042
	Cementitious grout. Compressive strength: 2201 @ 1 day, 5019 @ 7 days, 5312 @ 28 days.	
89900836	- Sika Corp	
	Trade Name	Evaluation #

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STATE OF TENNESSEE  
DEPARTMENT OF  
COMMERCE AND INSURANCE



WALKER BUILDING GROUP, LLC

415020

ID NUMBER: 57127  
LIC STATUS: ACTIVE  
EXPIRATION DATE: March 31, 2028

**BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR**

THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:WALKER BLOODWORTH  
WALKER BUILDING GROUP, LLC  
2617 LOCUST STREET  
NASHVILLE, TN 37207

State of Tennessee

15096769

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR  
WALKER BUILDING GROUP, LLC

*This is to certify that all requirements of the State of Tennessee have been met.*

**ID NUMBER:** 57127  
**LIC STATUS:** ACTIVE  
**EXPIRATION DATE:** March 31, 2028  
**UNLIMITED; BC; HC; HRA; MU**



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE



# Agreement Between Owner and Contractor

*for  
CONSTRUCTION PROJECTS OF LIMITED SCOPE  
Where the basis of payment is a STIPULATED SUM*

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

This document includes abbreviated General Conditions and should not be used with other  
General Conditions.

---

## **AGREEMENT**

Made as of the 3rd day of March in the year of 2026.

**BETWEEN** the Owner:

*City of Mt. Juliet  
2425 N Mt. Juliet Road  
Mt. Juliet, TN 37122*

And the Contractor:

**Walker Building Group, LLC  
2617 Locust Street  
Nashville, TN 37207**

The Project is:

*Line approximately 127 linear feet of 66-inch corrugated metal pipe with Spray Applied Pipe Liner.*

The Owner and Contractor agree as set forth below.

---

**ARTICLE 1**  
**THE WORK OF THIS CONTRACT**

**1.1** The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

Owner is responsible for any work not specifically described above.

**ARTICLE 2**  
**RELATIONSHIP OF THE PARTIES**

**2.1** The Contractor covenants with the Owner to utilize the Contractor's best skill, efforts and judgment in furthering the interest of the Owner, to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best way and most expeditious and economical manner consistent with the interests of the Owner. The Owner agrees to exercise best efforts to enable the Contractor to perform the Work in the best way and most expeditious manner by furnishing and approving in a timely manner information required by the Contractor and making payments to the Contractor in accordance with the requirements of the Contract Documents.

**ARTICLE 3**  
**DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

Within 90 days from execution of this agreement.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than 90 calendar days from the date of commencement of construction ("Contract Time").

Subject to adjustments to the Contract Time as provided for in the Contract Documents.

**ARTICLE 4**  
**CONTRACT SUM**

**4.1** The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum. The Contract Sum shall be \$56,005.00, subject to additions and deductions as provided for in the Contract Documents.

**4.2** The Owner shall pay 0 percent of the Contract Sum (i.e. \$\_\_\_\_\_ ) to Contractor prior to the commencement of any work.

**ARTICLE 5**  
**PROGRESS PAYMENTS**

**5.1** Based upon Applications for Payment submitted to the Owner by the Contractor, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**5.2** The period covered by each Application for Payment shall be one calendar month ending on the last work day of the month, or as follows:

**5.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert any rate of interest agreed upon, if any.)*

**ARTICLE 6  
FINAL PAYMENT**

**6.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Contract has been fully performed by the Contractor.

**ARTICLE 11  
ENUMERATION OF CONTRACT DOCUMENTS**

**11.1** The Contract Documents are listed in Article 12 and except for Modifications issued after execution of this Agreement, are enumerated as follows:

**11.1.1** The Agreement is the executed Agreement Between Owner and Contractor, as modified.

**11.1.2** The Drawings, if any, are as follows, and are dated N/A, unless a different date is stated below:

<b>Number</b>	<b>Title</b>	<b>Date</b>
---------------	--------------	-------------

**11.1.3** The Addenda, if any, are as follows:

<b>Number</b>	<b>Date</b>	<b>Pages</b>
---------------	-------------	--------------

**11.1.4** Other documents, if any, forming part of the Contract Documents are as follows:



February 3, 2026

Dana Hire, Finance Director  
City of Mt. Juliet Finance Department  
2425 N. Mt. Juliet Rd.  
Mt. Juliet, TN 37122

**RE: PIPE LINER - WILLOUGHBY STATION BOULEVARD**

Dear Ms. Hire, Mr. Meadors and City of Mt. Juliet Representatives:

Walker Building Group, LLC is pleased to provide the following proposal and bid response to line approximately 127 linear feet of 66-inch corrugated metal pipe crossing under the roadway on Willoughby Station Blvd. utilizing A.W. Cook cementitious Spray Applied Pipe Liner (SAPL) at a thickness of one (1) inch. Included in the price below is the cost of cleaning the pipe and repairing the pipe at the bend. The proposed work timeline for the project is five (5) total days, weather dependent. The temperature must reach 32 degrees Fahrenheit and be actively rising for work to begin. However, work can begin immediately once those weather conditions are met.

**Total Cost of Lining = \$67,634.79**

**Exclusions**

1. Water Supply
2. Traffic Control

The new lining will conform to the contours of the host pipe including any changes in shape or dimension. Walker Building Group's SAPL pipe rehabilitation method is TDOT-approved and has proven to be an effective solution for similar state and municipal clients across Tennessee.

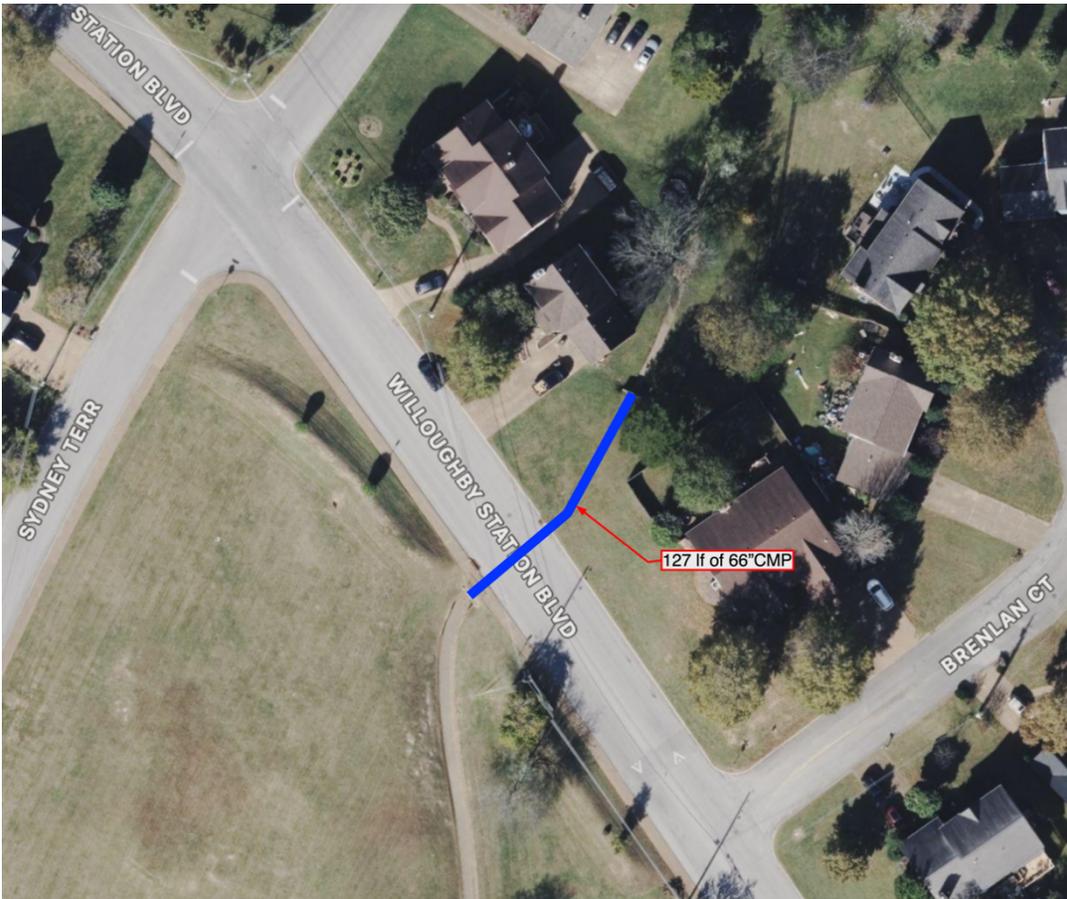
Thank you for the opportunity to submit our response to the City of Mt. Juliet's Pipe Liner bid. Please contact me at [ptaylor@walkerbuildinggroup.com](mailto:ptaylor@walkerbuildinggroup.com) or by phone at 615-767-4111 if you need additional information or clarification. We look forward to the opportunity for future collaboration.

Thank you,

**Walker Building Group, LLC**

A handwritten signature in blue ink that reads 'P Taylor'.

Phillip Taylor, Vice President



## GENERAL CONDITIONS

### **ARTICLE 12** **CONTRACT DOCUMENTS**

**12.1** The Contract Documents consist of this Agreement with Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda if any issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

**12.2** The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor or (3) between any persons or entities other than the Owner and Contractor.

**12.3** The term "Work" means the construction and services required by the Contract Documents whether completed or partially completed and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the contractor's obligations. The Work may constitute the whole or a part of the Project.

### **ARTICLE 13** **OWNER**

**13.1** Except for permits and fees, if any are required, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges, if any, required for the work, use or occupancy of permanent structures or permanent changes in existing facilities.

### **ARTICLE 14** **CONTRACTOR**

**14.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The contractor shall be responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract unless Contract Documents give other specific instructions concerning these matters.

**14.2** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**14.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract.

**14.4** The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

**14.5** Unless otherwise provided in the Contract Documents, the Contractor shall pay sales, consumer use and other similar taxes which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect,

and shall secure and pay for any permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

**14.6** The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications, if any, are observed by the Contractor to be at variance therewith.

**14.7** The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

**14.8** The Contractor shall review, approve and submit to the Owner any Shop Drawings, Product Data, samples and similar submittals required in the performance of the Work by the Contract Documents.

**14.9** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

**14.10** Contractor agrees to defend, indemnify and hold Owner harmless and any of its subsidiaries, agents or employees from and against all claims, demands, liabilities, suits, damages, or expenses, including reasonably attorney's fees, on account of injuries to or death of any person or persons or damage to property occurring directly or indirectly from the performance of work hereunder by contractor or its employees, agents, servants, associates or subcontractors however such injuries or death or damage to property may be caused. The indemnification obligations of this agreement shall survive termination. The parties hereto agree that Owner shall be in no event liable for any attorney's fees which contractor may incur due to breach of the agreement.

## **ARTICLE 15** **ADMINISTRATION OF THE CONTRACT**

**15.1** The Owner may, at its option, require the attempted resolution of any dispute arising under this Contract by mediation prior to the filing an any lawsuit or other claim. Should any dispute arise, Contractor shall provide the Owner notice of any intent to file suit by certified mail. Owner shall notify Contractor of its intent to exercise its right to mediation within thirty (30) days of receiving such notice. If Owner does not exercise its right to mediation, Contractor may file suit. Any mediator selected under this clause shall be agreed upon by the parties and the costs of such mediation shall be divided and paid equally between the parties.

## **ARTICLE 16** **SUBCONTRACTS**

**16.1** A Subcontractor is a person or entity that has a direct contract with the Contractor to perform a portion of the Work at the site.

**16.2** Unless otherwise stated in the Contract Documents or the bidding requirements, if any, the Contractor, as soon as practicable after award of the Contract shall furnish in writing to the Owner through the names of the Subcontractors for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor to whom the Owner has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

## **ARTICLE 17** **CHANGES IN THE WORK**

**17.1** The Owner, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or modifications, with the Contract Amount and the Contract Time being adjusted accordingly. Except as provided below, such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor. The parties acknowledge that the Architect and/or Engineer, if any, as the Owner's representative, is authorized to issue change orders verbally to Contractor, but only in the event it is impractical or impossible to obtain a fully-executed, written change order without affecting the progress of the Work.

**17.2** The Contract Sum and Contract Time shall be changed by Change Order.

**17.3** The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement.

**ARTICLE 18**  
**TIME**

**18.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**18.2** If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work by labor disputes, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as applicable.

**ARTICLE 19**  
**PAYMENTS AND COMPLETION**

**19.1** Payments shall be made as provided in Articles 9 and 10 of this Agreement.

**19.2** The making of final payment shall constitute a waiver of claims by the Owner except those arising from:

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

Acceptance of final payment by the Contractor shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final Application for Payment.

**ARTICLE 20**  
**PROTECTION OF PERSONS AND PROPERTY**

**20.1** The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor

shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein; and
- .3 other property at the site or adjacent thereto.

The Contractor shall give notices and comply with any applicable laws, ordinances, rules, regulations and lawful orders of public authorities hearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Contractor is responsible except for damage or loss attributable to acts or omissions of the Owner or Architect or Engineer or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

**20.2** The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).

**ARTICLE 21**  
**INSURANCE**

**21.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include liability

insurance applicable to the Contractor's obligations.

**21.2** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

**21.3** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be on an all-risk policy form and shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

**21.4** A loss insured under Owner's property insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause.

**21.5** The Owner shall provide a copy of each policy to the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.

## **ARTICLE 22** **CORRECTION OF WORK**

**22.1** The Contractor shall promptly correct Work failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not installed or completed and shall correct any Work not in accordance with the requirements of the Contract Documents within a period of one year from the date of Substantial Completion of the Contract or by terms of any applicable warranty required by the Contract

Documents. The provisions of this Article 22 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor. As a condition precedent to any repair obligation, and notwithstanding the above, Contractor shall receive advance written notice of any such rejected or non-conforming Work from the Owner and Contractor shall be given a reasonable time within which to repair the same.

**22.2** Nothing contained in this Article 22 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one year as described in Paragraph 22.1 relates only to the specific obligation of the Contractor to correct nonconforming Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct nonconforming Work.

## **ARTICLE 23** **MISCELLANEOUS PROVISIONS**

**23.1** The Contract shall be governed by the law of the place where the Project is located.

## **ARTICLE 24** **TERMINATION OF THE CONTRACT**

**24.1** If the owner fails to make payment to Contractor for a period of 15 days after such payment becomes due, the Contractor may, upon seven (7) days' written notice to the Owner terminate the Contract and recover from the Owner payment for all Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit and any other applicable damages.

**24.2** If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy the Owner may have, may terminate the Contract, make good such deficiencies, and deduct the cost thereof from the payment then or thereafter due the Contractor.

This Agreement entered into as of the day and year first written above.

**OWNER:**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed Name and Title)*

**CONTRACTOR:**

*PTaylor*  
\_\_\_\_\_  
*(Signature)*

Phillip Taylor, Vice President  
\_\_\_\_\_  
*(Printed Name and Title)*



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1651  
10.E.

**Agenda Date:** 3/23/2026

**Agenda #:**

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**Title:**

A RESOLUTION DECLARING CITY OF MT. JULIET FIRE DEPARTMENT PROPERTY AS SURPLUS TO BE SOLD

**RESOLUTION -2026**

**A RESOLUTION DECLARING CITY OF MT. JULIET FIRE DEPARTMENT PROPERTY AS SURPLUS TO BE SOLD**

**WHEREAS**, the City of Mt. Juliet Fire Department has certain property that exceeds the needs of the department; and

**WHEREAS**, the property is identified as a 2013 Pierce Ladder/Tower truck with VIN #4P1CV01D7DA013366 having mileage with approximately 39,000 miles; and

**WHEREAS**, the department has purchased a replacement vehicle; and

**WHEREAS**, the department has removed the 2013 ladder truck from primary service and has been moved to reserve service.

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

**Section 1.** The property listed is hereby declared to be surplus property.

**Section 2.** The property shall be listed using a third-party vendor utilizing a market value asking price to ensure that maximum value is attained for the apparatus.

**Section 3.** The City Finance Director is empowered to execute the documents required to affect the resolution.

**BE IT FURTHER RESOLVED**

In case of conflict between this resolution or any part hereof, and the whole 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, or provision or portion of this resolution 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 resolution.

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

PASSED:

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

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

ATTEST:

\_\_\_\_\_  
Jennifer Hamblen, CMC, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Samantha A. Burnett, City Attorney

Mark Foulks  
Fire Chief

# FIRE DEPARTMENT

Eric Newman  
Assistant Chief of EMS

Joseph Edwards  
Deputy Fire Chief

Brent Blamires  
Assistant Chief/Fire Marshal

Sharon Bachelier  
Administrative Assistant



Scott Lively  
Assistant Chief of Training

## City of Mt. Juliet

### Approval to Surplus and Competitively Sell a 2013 Pierce Ladder/Tower

- 1) Who:** Mt. Juliet Fire Department
- 2) What:** Approval is needed to surplus and sell a 2013 Pierce Ladder/Tower
- 3) When:** Advertising will begin in early May and the Tower will be available for delivery in late June.
- 4) Where:** Apparatus currently in reserve status here in Mt. Juliet.
- 5) Why:** A replacement has been ordered and will be delivered in early June for the 2013 Pierce Velocity Ladder/Tower. Due to the escalating costs of fire apparatus, the 2013 Pierce is worth a substantial amount on the used fire apparatus market. We will offer the Pierce for sale utilizing a third party apparatus vendor utilizing a market value asking price to ensure that maximum value is attained for the apparatus.
- 6) Costs:** Upon appraisal the valuation of the apparatus is estimated to be between \$575,000.00 and \$650,000.00.
- 7) Timeline:** The anticipated time to sale the apparatus is between one and four months.
- Staff Recommendation:** Fire Administration recommends to surplus and sell the apparatus through a third party apparatus dealer to ensure that the maximum value is attained.
- Prepared by:** Chief Mark Foulks



# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1630  
11.A.

**Agenda Date:** 3/23/2026

**Agenda #:**

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**Title:**

Downtown RFP Discussion

**Jon R. Wagenman**  
Managing Partner  
Mission Development

Mission Real Estate  
3 S. 9th St. Ste 303  
Nashville, TN 37206

TEL +1 615 285 9146  
Cell +1 701 371 5873

[jon@missionnash.com](mailto:jon@missionnash.com)  
[www.missionnash.com](http://www.missionnash.com)



**SENT VIA EMAIL**

March 9th, 2025

**Re: Updated Offer Price For Mt. Juliet City Property Assemblage**

Dear Hon. James Maness & The Mt. Juliet Board of Commissioners,

Mission Sellars Development Partnership is pleased to increase the purchase price of our offer attached to our response to Request for Proposal No. 2025-P-460 for the +/-6.75-acre City-owned land to **\$6,701,481.00**.

Upon reviewing the 2023 appraisals that were provided after the Workshop on February 9th, 2026, we reached this updated price by removing the value of our 1.3-acre Public Plaza (the public amenity) from the \$8.3million appraisal value.

We look forward to your response.

Jonny Wagenman

Mission Sellars Development Partnership

Att: Public Plaza Exhibit

## Public Plaza Acreage Exhibit:

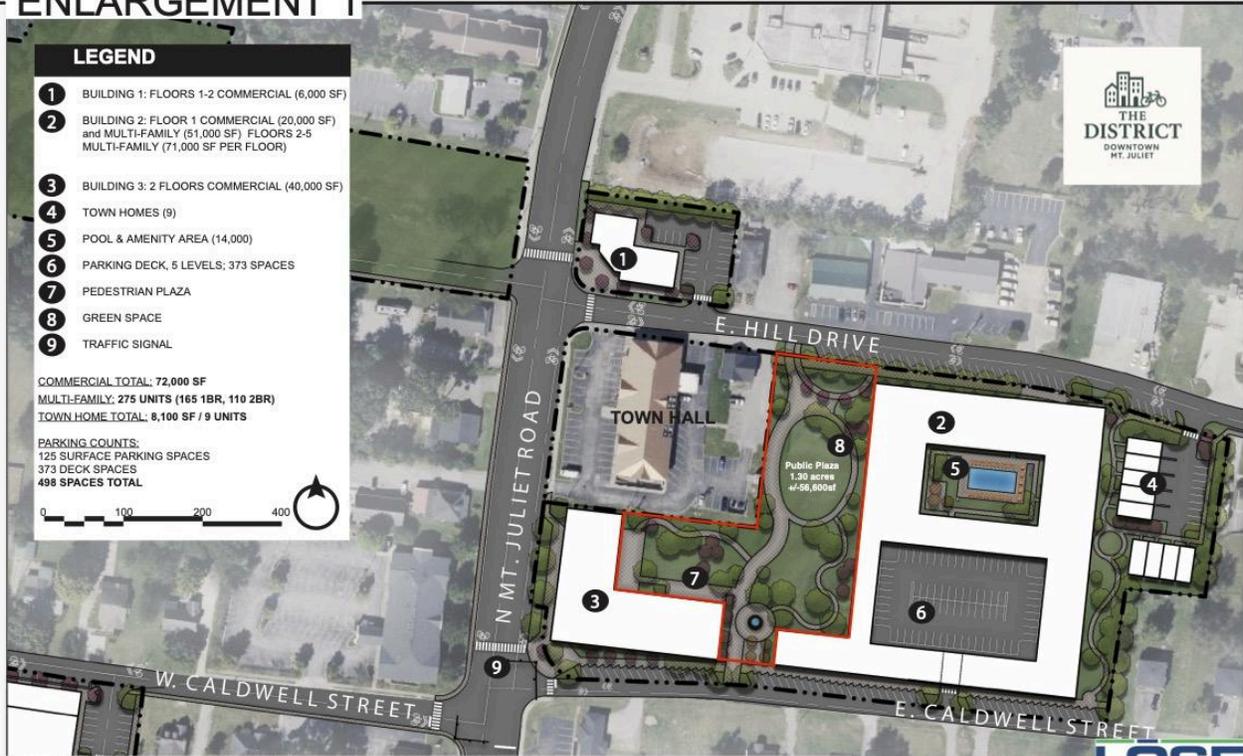
### ENLARGEMENT 1

**LEGEND**

- 1 BUILDING 1: FLOORS 1-2 COMMERCIAL (6,000 SF)
- 2 BUILDING 2: FLOOR 1 COMMERCIAL (20,000 SF) and MULTI-FAMILY (51,000 SF) FLOORS 2-5 MULTI-FAMILY (71,000 SF PER FLOOR)
- 3 BUILDING 3: 2 FLOORS COMMERCIAL (40,000 SF)
- 4 TOWN HOMES (9)
- 5 POOL & AMENITY AREA (14,000)
- 6 PARKING DECK, 5 LEVELS; 373 SPACES
- 7 PEDESTRIAN PLAZA
- 8 GREEN SPACE
- 9 TRAFFIC SIGNAL

COMMERCIAL TOTAL: 72,000 SF  
MULTI-FAMILY: 275 UNITS (165 1BR, 110 2BR)  
TOWN HOME TOTAL: 8,100 SF / 9 UNITS

PARKING COUNTS:  
125 SURFACE PARKING SPACES  
373 DECK SPACES  
498 SPACES TOTAL



## DOWNTOWN DISTRICT MT. JULIET, TN

Matthew R. Gardner,  
Partner, Imagine1 Co.

Jennifer Hamblen  
City of Mt. Juliet  
2425 N. Mt. Juliet Rd  
Mt. Juliet, TN. 37122  
615-218-9934  
jhamblen@mtjuliet-tn.gov

March 10<sup>th</sup>, 2026

Dear Ms. Hamblen,

Thanks for the opportunity to provide clarification. We do want to make clear that our project will be responsible for the construction, maintenance, and upkeep of the shared community spaces that we are purchasing from the City. I worried that calling it a "public" space would make it unclear if we expected the City to maintain it going forward. Since we are purchasing it, we will maintain it to the same standard as the rest of the project!

We also would like to reiterate that we intend to have a robust program of public engagement prior to the design of the project moving forward to give the citizens of Mt. Juliet the opportunity to shape their downtown.

Additionally, we would like to increase our offer to the city as follows:

Land Purchase Price: \$6,716,500

MF Voluntary Contribution: \$1,225,000

**Total: \$7,941,500**

Please don't hesitate to let me know if you have any questions regarding our proposal.

Sincerely,





# Mt. Juliet, Tennessee

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

## Staff Report

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**File #:** 1631  
11.B.

**Agenda Date:** 3/23/2026

**Agenda #:**

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**Title:**

Aquatic Center Bond Process Discussion

**RESOLUTION NO. 54-2025**

**A RESOLUTION OF THE CITY OF MT. JULIET BOARD OF COMMISSIONERS STATING ITS INTENT TO PLACE A \$14 MILLION BOND REFERENDUM BEFORE THE VOTERS FOR THE PURPOSE OF CONSTRUCTING AN AQUATIC CENTER**

**WHEREAS**, the original concept presented to the public proposed a \$11 million project which included additional amenities such as two Olympic-size pools and community spaces; and

**WHEREAS**, the current estimate for the aquatic center alone has increased to \$14 million and does not include many of the originally proposed enhancements; and

**WHEREAS**, while revenues from the City's hotel/motel occupancy tax may be sufficient to fund the debt service on the bond, such revenues are not guaranteed and are subject to economic fluctuations and tourism patterns; and

**WHEREAS**, operational and personnel costs associated with running an aquatic facility cannot legally be paid using hotel/motel tax revenues, and must instead come from the City's General Fund, potentially placing additional financial pressure on City resources and may contribute to the need for a future property tax increase; and

**WHEREAS**, the City of Mt. Juliet does not have unlimited debt capacity, and each bond issuance must be carefully weighed against future infrastructure needs, public safety investments, and financial obligations; and

**WHEREAS**, the City intends to consult with bond counsel to ensure all legal procedures, ballot language, and financial disclosures related to the referendum and bond issuance comply with state law and best practices; and

**WHEREAS**, the Board of Commissioners believes that such a significant financial commitment warrants public input and oversight.

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

**Section 1.** If the Board of Commissioners elects to pursue the \$14 million general obligation bond, it is the Board's intent to place the proposal on the ballot for voter consideration at the August 2026 election.

**Section 2.** The Board affirms that final authorization to issue the bond shall be contingent upon approval by a majority of Mt. Juliet voters during the August 2026 election.

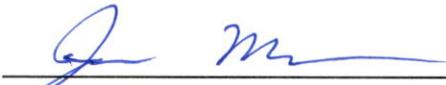
**BE IT FURTHER RESOLVED**

**Section 3.** In case of conflict between this resolution or any part hereof, and the whole 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, or provision or portion of this resolution 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 resolution.

**Section 5.** This resolution shall take effect on the earliest date allowed by law.

**PASSED: June 23, 2025**

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Samantha A. Burnett, City Attorney