



# Mt. Juliet, Tennessee

## Board of Commissioners

### Agenda

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

---

**Monday, March 25, 2024**

**6:30 PM**

**Commission Chambers**

---

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

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

**Sponsors:** City Manager Kenny Martin

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

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

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

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

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

**4. Set Agenda**

**5. Invocation & Pledge of Allegiance**

**6. Approval of Minutes**

- 6.A.** March 11, 2024 Minutes [0600](#)

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

**7. Citizens Comments**

**8. Commissioner Reports & Comments**

**9. City Manager's Report**

**10. Unfinished Business**

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

**Sponsors:** Scott Hefner

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

**Legislative History**

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

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

**Sponsors:** City Manager Kenny Martin

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

**Legislative History**

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

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

**Sponsors:** City Manager Kenny Martin

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

**Legislative History**

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

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

- 11.A.** AN ORDINANCE TO CONDUCT A REFERENDUM TO ESTABLISH TERM LIMITS FOR THE BOARD OF COMMISSIONERS **0584**

**Sponsors:** Scott Hefner

**Attachments:** [2024- Ordinance to hold a referendum establishing term limits cm-sh](#)

**Legislative History**

3/11/24	Board of Commissioners	deferred to the Board of Commissioners
---------	------------------------	--

**12. New Business**

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

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [Greenhill Road Commercial PMDP PUD SR](#)  
[Greenhill Commercial Legal Des](#)  
[Greenhill Road Commercial PMDP PUD ORD](#)

**Legislative History**

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

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

**Sponsors:** Ray Justice

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

**Legislative History**

2/12/24	Board of Commissioners	deferred to the Board of Commissioners
---------	------------------------	--

- 12.C.** AN ORDINANCE AMENDING THE FISCAL YEAR 2023/2024 BUDGET ORDINANCE 2023-24 TO CREATE A DEPUTY DIRECTOR POSITION FOR THE MT. JULIET PARKS DEPARTMENT AND TRANSFER FUNDS FOR THE SALARY **0603**

**Sponsors:** Jennifer Milele, Ray Justice

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

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

**Sponsors:** City Manager Kenny Martin

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

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

**Sponsors:** James Maness

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

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

- 13.A.** RESOLUTION APPROVING A SUPPLEMENT TO AN AGREEMENT BETWEEN THE CITY OF MT. JULIET, TENNESSEE AND WSP USA, INC. FOR THE DESIGN OF THE OLD LEBANON DIRT ROAD WIDENING PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT **0590**

**Sponsors:** City Manager Kenny Martin

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



- 13.B.** RESOLUTION APPROVING AGREEMENTS BY THE CITY OF MT. JULIET, TENNESSEE FOR ON-CALL DEBRIS REMOVAL/DISPOSAL AND DEBRIS MONITORING SERVICES AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENTS **0601**

**Sponsors:** Kenneth Martin

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

**14. Resolutions**

- 14.A.** A RESOLUTION APPROVING THE SALES AGREEMENT FOR THE CITY OF MT. JULIET TO SELL APPROXIMATELY 29.7 ACRES OF LAND IDENTIFIED AS MAP 054 PARCEL 08203 (TOMLINSON PROPERTY) LOCATED IN THE CITY OF MT. JULIET WILSON COUNTY, TN AND AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT **0531**

**Sponsors:** City Manager Kenny Martin

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

**Legislative History**

2/15/24

Planning Commission

\*\*Positive Recommendation  
to the Board of  
Commissioners

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

**Sponsors:** City Manager Kenny Martin

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

**15. Adjournment**



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0591

**Agenda Date:** 3/25/2024

**Agenda #:** 1.A.

---

**Title:**

Work session to discuss a development that would possibly utilize the CBID process

## **PUBLIC NOTICE**

The Board of Commissioners of the City of Mt. Juliet will have a work session on March 25, 2024 at 5:15 PM until 6:00 P.M. at City Hall to discuss a development that would possibly utilize the CBID process.

The public is invited to attend and comment.

Kenny Martin, City Manager  
City of Mt. Juliet



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0599

**Agenda Date:** 3/25/2024

**Agenda #:** 2.A.

---

**Title:**

Public Notice for 3-25-24 2nd Reading items

## **Public Notice**

The Board of Commissioners of the City of Mt. Juliet will have a Public Hearing on Monday, March 25, 2024, at 6:15 pm at City Hall for the following to be considered on 2<sup>nd</sup> Reading:

- Amend the Fiscal Year 2023-2024 Budget Ordinance 2023-24 to Appropriate funds for the Curd Rd. at MJRD Traffic Signal and the Pleasant Grove Rd. at Central Pike all-way stop control project.
- Amend the Fiscal Year 2023-2024 Budget Ordinance 2023-24 to accept donations to the Police Dept. for a Wellness Program.
- Amend the Fiscal Year 2023-2024 Budget Ordinance 2023-24 to Appropriate funds for the purchase of approximately 1.12 acres of property located at 1025 Charlie Daniels Pkwy, from Lineberry Properties, Inc. and Gary Merritt for the Parks Dept.

The Public is invited to attend and comment.

Kenny Martin, City Manager  
City of Mt. Juliet



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0600

**Agenda Date:** 3/25/2024

**Agenda #:** 6.A.

---

**Title:**

March 11, 2024 Minutes



---

## 1. Public Hearing 6:15 PM

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

Mayor Maness called the Public Hearing to order at 6:16 pm.

Citizens Comments:

Steven Hoekendorf, 393 Page Drive

Charles G. Mallory, 131 Lane Drive

1.A. Public Notice for 3/11/24 BoC Meeting 0574

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

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

Mayor Maness called the Regular Meeting to order at 6:30 pm.

Citizens Comments:

Steven Hoekendorf, 393 Page Drive

Charles G. Mallory, 131 Lane Drive

## 3. Set Agenda

As Published.

## 4. Invocation & Pledge of Allegiance

City Manager Kenneth Martin.

## 5. Approval of Minutes

5.A. February 12, 2024 Minutes 0557

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

A motion was made by Milele, seconded by Hefner, that this Minutes for February 12, 2024, February 25, 2024 and February 28, 2024 be approved. The motion carried by the following vote:

**RESULT:** APPROVED

**MOVER:** Jennifer Milele

**SECONDER:** Scott Hefner

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

**Absent:** Trivett

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

[0569](#)

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

This Minutes was approved.

**RESULT:** APPROVED

**MOVER:** Jennifer Milele

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

[0573](#)

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

This Minutes was approved.

**RESULT:** APPROVED

**MOVER:** Jennifer Milele

**SECONDER:** Scott Hefner

## 6. Citizens Comments

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

Steven Hoekendorf, 393 Page Drive

Commissioner Hefner requested to yield his 5 minutes to Mr. Hoekendorf.

Motion to suspend with the rules made by Commissioner Hefner to allow Mr. Hoekendorf to speak longer, 2nd by Commissioner Justice.

Vote Yea: Unanimous

Motion made by Mayor Maness to return to regular session, 2nd by Commissioner Hefner.

Vote Yea: Unanimous

Charles G. Mallory, 131 Lane Drive

## 7. Commissioner Reports & Comments

Commissioner Hefner: Thanked everyone for attending and watching online. Appreciates the support for 7 Commissioners.

Commissioner Milele: Stated that on 3/22 @ 1 p.m. there will be a Ribbon Cutting for the Hamilton Denson Park. Call the Parks Department to reserve these fields for \$10/hour.

Several neighborhoods are inviting Food Trucks on a regular basis, please go through the proper process with the City. She proposed the population of 50K adding the two additional Commissioner seats, she feels with the growth rate it will be sooner.

Commissioner Justice: no report

Mayor Maness: no report

## 8. City Manager's Report

Thanked everyone for attending and watching. Vice Mayor Trivett regrets he is unable to attend tonight. Thanks to everyone for shopping local.



**9. Unfinished Business - Ordinance - 2nd Reading**

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

**0563**

**Sponsors:** Scott Hefner

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

Motion made by Commissioner Justice to amend said ordinance to remove the population requirement of 50,000 and to place on the ballot at the next election in November 2024, 2nd by Commissioner Hefner.

Discussion was held.

Discussion was held on requirements for Charter Amendments.

Vote on Amendment of removing the population of 50,000 and to place on the November 2024 ballot:

Yea: Hefner, Justice

Nay: Maness, Milele

Motion Fails

Motion made by Mayor Maness to redistrict after the 2030 Federal Census, 2nd by Commissioner Milele.

Yea: Maness, Milele

Nay: Hefner, Justice

Motion Fails

Motion made by Commissioner Milele to amend to tie the 3 consecutive 4-year terms into 50,000 in population, 2nd by Mayor Maness.

Yea: Maness, Milele

Nay: Hefner, Justice

Motion Fails

Motion made by Commissioner Hefner to remove "consecutive" and replace with to "3 total 4-year terms", 2nd by Mayor Maness.

Discussion was held.

Commissioner Hefner withdrew his motion, Mayor Maness agreed.

Motion made by Commissioner Hefner to remove term limits language, Section 2 and all language referring to term limits in the ordinance, 2nd by Commissioner Milele

Discussion was held.

Vote on removal of all language pertaining to term limits:

Yea: Hefner, Milele

Nay: Justice, Maness

Motion Fails

Back on the original motion as presented.

Discussion was held.

Vote on original ordinance as presented:

Yea: Maness

Nay: Hefner, Justice, Milele

Ordinance fails

This Ordinance Failed

**RESULT:** DENIED

**MOVER:** Scott Hefner

**SECONDER:** Jennifer Milele

## **10. New Business - Ordinances 1st Reading**

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

[0480](#)

**Sponsors:** Planning Commission Positive Recommendation

**Attachments:** [CokerProperty AX SR](#)

[107 Medearis Dr PoS](#)

[107 Medearis Exhibit A Annex 9 20 23](#)

[107 Medearis Dr Legal Description Exhibit A](#)

[Coker Property AX ORD](#)

Discussion was held.

A motion was made by Hefner, seconded by Milele, that this Ordinance be accepted.

The motion carried by the following vote:

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Scott Hefner

**SECONDER:** Jennifer Milele

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

**Absent:** Trivett

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

[0511](#)

**Sponsors:** Planning Commission Positive Recommendation

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

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

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Scott Hefner

**SECONDER:** Jennifer Milele

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

**Absent:** Trivett

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

[0562](#)

**Sponsors:** City Manager Kenny Martin

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

This Ordinance dies for lack of a motion.

**RESULT:** NO ACTION TAKEN

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

[0568](#)

**Sponsors:** City Manager Kenny Martin

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

Discussion was held.

Motion made by Commissioner Justice to strike the current language "straight line" and amend the distance to be measured as the driving or walkable distance from main entrance to main entrance for on and off premise permits, 2nd by Commissioner Hefner.

Discussion was held.

Vote on Motion to amend:

Yea: Unanimous

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

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Scott Hefner

**SECONDER:** Ray Justice

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

**Absent:** Trivett

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

[0583](#)

**Sponsors:** City Manager Kenny Martin

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

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

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Scott Hefner

**SECONDER:** Jennifer Milele

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

**Absent:** Trivett

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

**0578**

**Sponsors:** Scott Hefner

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

Discussion was held.

Motion made by Commissioner Justice to separate Pleasant Grove Road from the  
Curd Road signal, 2nd by Mayor Maness.

Vote to divide the two topics:  
Yea: Justice  
Nay: Hefner, Maness, Milele  
Motion Fails

Discussion was held.

This Ordinance was recommended for [approval.to](#) the Board of Commissioners due  
back on 4/8/2024

**RESULT:** RECOMMENDED FOR APPROVAL

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

**Nay:** Justice

**Absent:** Trivett

**10.G. AN ORDINANCE TO CONDUCT A REFERENDUM TO ESTABLISH  
TERM LIMITS FOR THE BOARD OF COMMISSIONERS****0584****Sponsors:** Scott Hefner**Attachments:** [2024- Ordinance to hold a referendum establishing temr limits](#)  
[Estimated Fiscal Note for the addition of](#)

Discussion was held.

This Ordinance was [deferred.to](#) the Board of Commissioners due back on 3/25/2024**RESULT:** DEFERRED**MOVER:** Scott Hefner**SECONDER:** Ray Justice**Aye:** Maness, Justice, and Hefner**Nay:** Milele**Absent:** Trivett**11.A. A RESOLUTION APPROVING THE SALES AGREEMENT FOR  
THE CITY OF MT. JULIET TO PURCHASE LAND FOR THE  
PARKS DEPARTMENT FROM LINEBERRY PROPERTIES, INC  
AND GARY MERRITT LOCATED AT 1025 CHARLIE DANIELS  
PARKWAY, MAP 054, PARCEL 114.03 BEING  
APPROXIMATELY 1.12 ACRES AND AUTHORIZING THE CITY  
MANAGER TO SIGN THE CONTRACT AND CLOSE ON THE  
PROPERTY****0499****Sponsors:** Jennifer Milele, Bill Trivett**Attachments:** [1025 Charlie Daniels Pkwy Mt Juliet Former Daycare](#)  
[1025 Charlie Daniels Pkwy - PSA MJ 02232024 v.2 \(clean\)](#)  
[2024- Res Approve contract to purchase prop 1025 CD pkwy](#)

Discussion was held.

Parks Director Rocky Lee stated that the Parks &amp; Greenways Board supports the purchase.

A motion was made by Milele, seconded by Maness, that this Resolution be adopted.  
The motion carried by the following vote:**RESULT:** ADOPTED**MOVER:** Jennifer Milele**SECONDER:** James Maness**Aye:** Maness, Milele, and Hefner**Absent:** Trivett

**Abstain:** Justice  
Enactment No: 14-2024

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

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

**Sponsors:** City Manager Kenny Martin

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

Discussion was held.

Mayor Maness asked that a plan be brought back at 2nd reading on plans for the building.

Discussion was held.

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

**RESULT:** RECOMMENDED FOR APPROVAL

**MOVER:** Scott Hefner

**SECONDER:** Jennifer Milele

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

**Absent:** Trivett

**12. Resolutions**



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

**0572**

**Sponsors:** City Manager Kenny Martin

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

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

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Scott Hefner

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

**Absent:** Trivett

Enactment No: 16-2024

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

**0561**

**Sponsors:** City Manager Kenny Martin

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

Discussion was held.

Motion made by Commissioner Milele to amend the sales price to \$685,000.00, 2nd by Mayor Maness.

Vote on Amendment of sales price to \$685,000.00: Yea: Unanimous

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

**RESULT:** ADOPTED

**MOVER:** Jennifer Milele

**SECONDER:** Ray Justice

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

**Absent:** Trivett

Enactment No: 15-2024

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

[0575](#)

**Sponsors:** City Manager Kenny Martin

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

Discussion was held.

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

**RESULT:** ADOPTED

**MOVER:** Scott Hefner

**SECONDER:** Jennifer Milele

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

**Absent:** Trivett

Enactment No: 17-2024

12. Adjournment

at 8:22 PM

---

Mayor James Maness

---

City Recorder Sheila S. Lockett, MMC



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0578  
10.A.

**Agenda Date:** 3/25/2024

**Agenda #:**

---

**Title:**

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

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

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

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

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

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

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

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

#### **Capital Projects Fund:**

##### **Add the following revenue:**

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

##### **Add the Following Expenditures:**

Curd Rd Signal at Mt. Juliet Rd.

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

Pleasant Grove at Central Pike AWSC

300-#####-966	Construction	\$ 20,000
---------------	--------------	-----------

##### **General Fund:**

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

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

**BE IT FURTHER ORDAINED:**

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

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

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

PASSED:

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

FIRST READING:  
SECOND READING:

ATTEST:

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

APPROVED AS TO FORM:

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

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

## Executive Summary

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

#### **Executive Summary**

The projects: Curd Road Traffic Signal at MJRD

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

#### Pleasant Grove Road At Central Pike All-Way Stop Control

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

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

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

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



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0582  
10.B.

**Agenda Date:** 3/25/2024

**Agenda #:**

---

**Title:**

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

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

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

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

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

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

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

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

**General Fund –**

Increase Expenditures:

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

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

**BE IT FURTHER ORDAINED:**

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

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



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

PASSED:

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

FIRST READING:  
SECOND READING:

ATTEST:

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

APPROVED AS TO FORM:

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

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



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0583  
10.C.

**Agenda Date:** 3/25/2024

**Agenda #:**

---

**Title:**

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

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

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

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

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

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

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

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

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

#### **General Fund**

Increase the Following Revenue:

110-36710	Police Department Donations	\$ 5,700
-----------	-----------------------------	----------

Increase the Following Expenditures:

110-42100-251	Medical	\$ 5,700
---------------	---------	----------

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

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

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

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

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

PASSED:

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

FIRST READING:  
SECOND READING:

ATTEST:

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

APPROVED AS TO FORM:

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

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

## EXECUTIVE SUMMARY

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

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

### Executive Summary: Accept and Reallocate donations for Police Wellness Program

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

### STAFF RECOMMENDATION:

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

PREPARED BY: Michael Mullins



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0584  
11.A.

**Agenda Date:** 3/25/2024

**Agenda #:**

---

**Title:**

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

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

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

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

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

**WHEREAS**, the City of Mt. Juliet Board of Commissioners currently have no term limits; and

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

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

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

Any person previously elected three times to the Board of Commissioners, including the mayor position, is ineligible to be elected for any additional terms. Service prior to the passage of this measure shall not count in determining length of service. A portion of any term for which a person is appointed as a commissioner shall not count as a “term” as referenced herein.

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

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

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

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

PASSED:

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

FIRST READING:  
SECOND READING:

ATTEST:

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

APPROVED AS TO FORM:

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

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





# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0449  
12.A.

**Agenda Date:** 3/25/2024

**Agenda #:**

---

**Title:**

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



## MEMORANDUM

**Date:** February 15, 2024

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

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

**Re:** Greenhill Road Commercial  
Preliminary Master Development Plan PUD  
Map - 053  
Parcel(s) – 40.00, 41.00

---

**Request:** Submitted by CSDG, on behalf of the developer CD Greenhill Investments, the applicant seeks Preliminary Master Development Plan and Rezone approval for a commercial PUD in District 1 on Lebanon Road.

**Description:** The development site is located on the north side of Lebanon Road between N. Greenhill Road and Old N. Greenhill Road and includes two undeveloped parcels over 366,877sf. (8.28ac.) with six structures proposed. This location is south of the City's new fire station. A summary of the land use and rezone request is provided below:

REQUEST SUMMARY	Land Use Map	Requested Classification	Current Zoning	Requested Zoning
Greenhill Commercial PUD	Thoroughfare Commercial	N/A	CG & CRC	CG PUD

**Future Land Use Plan:** The City's Future Land Use Map identifies the property as Thoroughfare Commercial. Surrounding Land Use classifications are Thoroughfare Commercial. No change is requested/required.

**Zoning:** Current zoning is CRC (parcel 40) and CG (parcel 41) requested is CG PUD for both parcels. CG zoning is not commonly approved since the creation of the CRC district.

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

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

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

### **Preliminary Master Development Plan:**

Overview: The PMDP identifies five uses and structures within the 8.28 acre PUD boundary to be completed by Q2 of 2026 according to the development timeline:

- Lot 1: Office/retail/restaurant
- Lot 2: Office/retail/daycare/auto wash/daycare
- Lot 3: Convenience w/ 8 pumps/16 handles
- Lot 4: Drive through fast food
- Lot 5: Bank

Bulk Regulations: The PMDP is arranged as if the individual lots for the various uses have been subdivided, with bulk regulations addressed as such. Each use/lot are broken down into details and the table provided indicates intended compliance with all regulations excepting the waivers outlined below.

Access: Multiple access points are proposed, two right in/right out via Lebanon Road, full movement via Old N. Greenhill, and one full movement via N. Greenhill Road. The pedestrian connections are complete. Pavement striping is provided at all crossing points. Sidewalk is in place along the west side of N. Greenhill Road, the other street frontages will require sidewalk installation.

Parking: The PMDP indicates that the amount of available parking will meet code, this will be finalized and addressed at individual site plan submittals.

Landscaping: Landscape plans will be required at individual site plan submittals. Per staff requests a landscape buffer area is shown along Old N. Greenhill Road to mitigate light and noise for the residential area on the other side of the street.

6-103.7 Commercial Design Regulations: The applicant is seeking a number of design guideline related waivers outlined below. It is

Waivers & Variances: The following waivers are sought as part of this Preliminary Master Development Plan approval as listed below:

1. 3-104.7: 8 pumps/16 handles. **STAFF DOES NOT SUPPORT, staff will support a maximum of 4 fuel pumps with the fuel canopy placed on the opposite side of the proposed building and situating that building on the corner with a faux front to Lebanon Road.**
2. 3-104.7: Convenience store of 5,945sf. (5,000sf max.). **STAFF DOES NOT SUPPORT.**
3. 6-103.7: 65% masonry/stone & 35% secondary materials. **STAFF SUPPORTS, however metal shall not be utilized as a secondary material.**

4. 6-103.7: Remove masonry requirement for the fuel canopy fascia. **STAFF SUPPORTS, for elevation as shown.**

**Summary:** The rezone request is supported by the City's future land use plan, however since the creation of CRC, granting CG zoning has not been permitted. Being located at a visible and busy intersection in the City, staff is of the opinion that the plan could be refined to present better from the street. Notes provided on the plans address the comments received at open tech review, including items like prohibiting advertisements on canopy columns and compliance with all regulations excepting any waivers granted during this PMDP review process. Further refinement and review for code compliance will occur at individual site plan submittal.

**Recommendation:** Should the Planning Commission forward the Rezone and Preliminary Master Development Plan for the Greenhill Commercial PUD to the Board of Commissioners with a positive recommendation, please include the following to the conditions:

**Planning and Zoning:**

1. Provide the most recent plan set for review.
2. Per Article 3-104, this intersection does not support a large convenience store with more than 4 fuel pumps, with a building larger than 5,000 sq ft, revise.
3. Staff supports CRC base zoning in lieu of the requested CG
4. Reconfigure the convenience store to place the pumps behind the building.
5. The accessibility plan highlights some unusual features (underground storage tanks, parking spaces, curbing), revise.
6. All commercial design guidelines found in 6-103.7 of the zoning ordinance shall be adhered to excepting any waivers approved by the Commissions.
7. A metal screen wall shall not be utilized to screen rooftop mounted HVAC.
8. All regulations of 3-104.7 of the zoning ordinance shall be adhered to, excepting any waivers approved by the Commissions.
9. A metal parapet wall shall not be utilized for secondary materials.
10. All associated fueling equipment shall be screened from public ROW.
11. Finalize the proposed use for lot 2 on subsequent submittals.
12. Monument signs as shown do not meet code. Revise
13. All gas associated equipment shall be screened from public ROW.
14. Will there only be one set of dumpsters onsite?
15. Low maintenance material shall be utilized for the split rail fence.
16. Elevations for each site shall be complimentary to each other. The elevations for the proposed auto wash seems out of place.
17. Grammar check Note 18.
18. The applicant promised an enhanced landscape berm along with decorative split rail fence along all frontages of Lot 3. The only detail provided is the fence. Update plans accordingly.
19. Provide a phasing plan.

**Public Works:**

1. Perform a hydrologic determination by the FMDP for the conveyance that runs parallel to Lebanon Road.

2. Return radius located at northwestern corner of Lebanon Road and N Greenhill Road shall be corrected.
3. Transportation/Roadway Comments
  - a. Access points on Lebanon Road are under the control of the Tennessee Department of Transportation (TDOT). TDOT's review and approval of the access points on Lebanon Road shall occur before this project goes before the Board of Commissioners.
  - b. The traffic study shall be submitted, reviewed, and all staff comments addressed prior to submittal to the Board of Commissioners.
  - c. The two proposed access points onto Lebanon Road shall be right in/right out only with some sort of median or median curb on Lebanon Road to prohibit left turns in or out from those access points.
  - d. Proposed access points on Lebanon Road shall have right turn deceleration lane analysis should be completed on both right in/right out access points. This analysis shall be submitted with the traffic impact study.
  - e. All monument sign locations will need to be reviewed for sight distance impacts.
  - f. There are buildings shown with multiple potential land uses that have different trip generation rates. Show which land uses are proposed and in the traffic impact study.
  - g. The current land uses shown are likely to generate more pedestrian traffic from Greenhill High School. The intersection of N. Greenhill Road and Needmore (high school driveway) shall be evaluated for additional pedestrian safety features such as pedestrian pushbuttons, crosswalk signals, or warning beacons in accordance with the TDOT standard drawings.
  - h. Internal pedestrian circulation plan should be reviewed at construction plans for appropriate sidewalk and crossing locations.
  - i. Truck routing and turning analysis shall be conducted for delivery trucks serving the fast-food restaurant.
  - j. Provide driveway access to Old N. Greenhill Road.
  - k. Remove right-out movement onto N. Greenhill Road.
  - l. Site circulation shall be further reviewed at the FMDP stage.

West Wilson Utility District:

1. No comments provided this review cycle.

## **EXHIBIT A**

### **Legal Description**

#### **PARCEL #1**

##### **Map/Parcel: 53- part of 39**

Land lying in Wilson County, Tennessee, more particularly described as follows:

A certain 15 Acre tract of realty situated in the 1<sup>st</sup> civil district of Wilson County, Tennessee and being situated near the North Greenhill Road in West Wilson County. Beginning at a point, B.E. Lowe's south east corner, 405.6 ft. from the center of the North Greenhill Road, in the B.E. Lowe south line, south 85°-15' east and continuing along this line 626.1 ft. to a stake at H. Fred Batson, Jr. south east corner (formerly Sarah B. Holt corner), thence north 5°-14' east 2,308.5 ft. to a skinned sassafras stake in a fence at Agee's south line at Lynne Marie Batson's north west corner (formerly Marie C. Batson corner), thence north 84°-00' west 236.4 ft. to a stake at J. E. Lowe's north east corner, thence with J. E. Lowe's line south 5°-45' west 2,096.00 ft. to a stake at J.E. Lowe's south east corner, thence north 85°-15' west 375.5 ft. to a stake in B.E. Lowe's east line, thence with Lowe's line south 4°-00' west 218.0 ft. to the beginning and containing 15 Acres, more or less.

Being the same property conveyed to Lynne M. Batson by deed from H. Fred Batson, Jr., of record in Book 430, page 146, Register's Office for Wilson County, Tennessee. Lynne M. Batson and Lynne B. Cypress are one and the same.

This is unimproved property known as Lebanon Rd., Wilson County, Tennessee.

#### **PARCEL #2**

##### **Map 53, Parcel: 40**

Land lying and being situated on the northerly side of U. S. Highway 70-N (Nashville Pike) in the 1<sup>st</sup> Civil District of Wilson County, Tennessee, described as follows:

Beginning at a fence post in the north margin of the Nashville Pike 2 miles west of Mt. Juliet Road 35 feet from the centerline of said pike at John Edward Lowe's southwest corner, and running south 54° 38' west 277.0 feet to a highway right-of-way marker; thence north 35° 22' west 5.0 feet to another right-of-way marker; thence south 54° 38' west 200.0 feet to an iron pin driven in the ground; thence south 35° 22' east 5.0 feet to another right-of-way marker; thence south 54° 38' west 247.8 feet to a point 7 inches north of the center of a corner fence post in the north margin of the highway at Ligon's northeast corner; thence north 88° 00' west 741.3 feet to a point in the center of the Greenhill Road at Ligon's northwest corner and a point in Taylor's east line; thence with the center of the Greenhill Road north 4° 15' east 1520.0 feet to a point in the center of the road at B. E. Lowe's southwest corner; thence leaving the road and running south

85° 15' east 1031.7 feet to a stake at Mrs. Sarah B. Holt's southeast corner, passing over an iron pin in the ground at B. E. Lowe's southeast corner and Mrs. Sarah B. Holt's southwest corner at 405.6 feet; thence north 5° 14' east 2308.5 feet to a skinned sassafrass stake in a fence in Agee's south line at Mrs. Holt's northeast corner; thence south 84° 00' east 236.4 feet to a corner post in Agee's south line at Riedelsheimer's northwest corner; thence south 4° 24' west 3320.8 feet to the point of beginning, and containing 55.00 acres, more or less, according to survey of R. B. Butler, County Surveyor for Wilson County, Tennessee, dated March 22, 1958.

This property is conveyed subject to easement and restrictive covenants contained in Installment Deed of record in Book 149, page 494; Register's Office for Wilson County, Tennessee.

This being the same property conveyed to Lynne Marie Batson by deed from Robert G. Lawrence and wife, Marie Cullum Lawrence of record in Book 329, page 156, Register of Deeds, Wilson County, Tennessee. Lynne Marie Batson and Lynne B. Cypress are one and the same.

BK/PG:1295/339-342  
08362070

2 PGS : AL - CORRECTED QC DEED	
JACOBE BATCH: 135421	
03/06/2008 - 08:00 AM	
VALUE	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	0.00
DP FEE	20.00
REGISTER'S FEE	2.00
TOTAL AMOUNT	0.00
	22.00

STATE OF TENNESSEE, WILSON COUNTY  
JOHN B SPICKARD  
REGISTER OF DEEDS

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

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

**WHEREAS**, the subject rezoning request is consistent with the findings required in the zoning ordinance, and;

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

**WHEREAS**, a public hearing before the City Commission of the City of Mt. Juliet was held on \_\_\_\_\_ 2024 and notice thereof published in the Chronicle of Mt. Juliet on \_\_\_\_\_; and

**WHEREAS**, the City of Mt. Juliet Board of Commissioners desires to rezone the subject property at Lebanon Road and North Greenhill Road, Map 053, Parcels 040.00, 041.00 approximately 8.3 acres, from CRC and CG to CRC PUD and adopt the Preliminary Master Development Plan for the Greenhill Road Commercial.

**NOW, THEREFORE, BE IT ORDAINED** BY THE BOARD OF COMMISSIONERS OF THE CITY OF MT. JULIET, TENNESSEE, WHILE IN REGULAR SESSION ON \_\_\_\_\_, 2024 as follows:

**SECTION 1.** – REZONING. Resolution No. 20-2022 (Zoning Map), adopted March 28, 2022, be and is hereby amended, and altered by rezoning those certain parcels of real property at Lebanon Road and North Greenhill Road, Map 053, Parcels 040.00, 041.00, approximately 8.3 acres from CRC and GC to CRC PUD.

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

**SECTION 2.** – The Preliminary Master Development Plan for Greenhill Road Commercial (Exhibit B) is hereby adopted, except as modified herein. The Preliminary Master Development Plan shall comply with the Zoning Ordinance, be in substantial conformance with all other applicable rules, regulations and ordinances of the City of Mt. Juliet and is further conditioned upon the following:

**Planning and Zoning:**

1. Provide the most recent plan set for review.
2. The base zoning approved was CRC.
3. The waiver request for 8 pumps and 16 handles was approved by the Planning Commission.
4. The accessibility plan highlights some unusual features (underground storage tanks, parking spaces, curbing), revise.



5. All commercial design guidelines found in 6-103.7 of the zoning ordinance shall be adhered to excepting any waivers approved by the Commissions.
6. A metal screen wall shall not be utilized to screen rooftop mounted HVAC.
7. All regulations of 3-104.7 of the zoning ordinance shall be adhered to, excepting any waivers approved by the Commissions.
8. A metal parapet wall shall not be utilized for secondary materials.
9. All associated fueling equipment shall be screened from public ROW.
10. Finalize the proposed use for lot 2 on subsequent submittals.
11. Monument signs as shown do not meet code. Revise
12. All gas associated equipment shall be screened from public ROW.
13. Will there only be one set of dumpsters onsite?
14. Low maintenance material shall be utilized for the split rail fence.
15. Elevations for each site shall be complimentary to each other. The elevations for the proposed auto wash seems out of place.
16. Grammar check Note 18.
17. The applicant promised an enhanced landscape berm along with decorative split rail fence along all frontages of Lot 3. The only detail provided is the fence. Update plans accordingly.
18. Provide a phasing plan.
19. Applicant shall resubmit with the Planning Commission following the completion of a traffic study and before the second reading of the Board of Commissioners.
20. Close off the westernmost entrance, and remove the use of car wash and oil change.
21. Applicant shall use permeable pavers where applicable, no permeable pavement allowed.
22. ISR rating shall be increased to 80% for lot 4.
23. Add striping and crosswalks as shown on red lined plan presented to the applicant following the conclusion of the meeting.

#### Public Works:

1. Perform a hydrologic determination by the FMDP for the conveyance that runs parallel to Lebanon Road.
2. Return radius located at northwestern corner of Lebanon Road and N Greenhill Road shall be corrected.
3. Transportation/Roadway Comments
  - a. Access points on Lebanon Road are under the control of the Tennessee Department of Transportation (TDOT). TDOT's review and approval of the access points on Lebanon Road shall occur before this project goes before the Board of Commissioners.
  - b. The traffic study shall be submitted, reviewed, and all staff comments addressed prior to submittal to the Board of Commissioners.
  - c. The two proposed access points onto Lebanon Road shall be right in/right out only with some sort of median or median curb on Lebanon Road to prohibit left turns in or out from those access points.
  - d. Proposed access points on Lebanon Road shall have right turn deceleration lane analysis should be completed on both right in/right out access points. This analysis shall be submitted with the traffic impact study.
  - e. All monument sign locations will need to be reviewed for sight distance impacts.

- f. There are buildings shown with multiple potential land uses that have different trip generation rates. Show which land uses are proposed and in the traffic impact study.
- g. The current land uses shown are likely to generate more pedestrian traffic from Greenhill High School. The intersection of N. Greenhill Road and Needmore (high school driveway) shall be evaluated for additional pedestrian safety features such as pedestrian pushbuttons, crosswalk signals, or warning beacons in accordance with the TDOT standard drawings.
- h. Internal pedestrian circulation plan should be reviewed at construction plans for appropriate sidewalk and crossing locations.
- i. Truck routing and turning analysis shall be conducted for delivery trucks serving the fast-food restaurant.
- j. Provide driveway access to Old N. Greenhill Road.
- k. Remove right-out movement onto N. Greenhill Road.
- l. Site circulation shall be further reviewed at the FMDP stage.

West Wilson Utility District:

1. No comments provided this review cycle.

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

**BE IT FURTHER ORDAINED**

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

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

PASSED:

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

FIRST READING:  
SECOND READING:

ATTEST:

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

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

APPROVED AS TO FORM:

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



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0524  
12.B.

**Agenda Date:** 3/25/2024

**Agenda #:**

---

**Title:**

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

## ***ARTICLE XII. CODE OF ETHICS***

### **Sec. 2-343. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Censure* means an expression of severe criticism or reproach.

*Complaint* means a valid complaint for consideration under this article.

*Employment interest* means a situation in which an official or employee or a designated family member is negotiating possible employment or has applied for employment with a person or organization that is the subject of the vote or that is to be regulated or supervised.

*Ethics commission* means the city's ethics commission, as established herein.

*Gift* means the transfer of anything of economic value, regardless of form, without reasonable consideration given in exchange. The term "gift" may include a subscription, membership, loan, forgiveness of debt, advance or deposit of money or anything of value, whether conveyed or transferred. The term "gift" does not include political campaign contributions which are solicited or accepted in accordance with applicable laws and regulations.

*Official* means the members of the board of commissioners, as well as members appointed thereby to city boards, commissions, committees, authorities or instrumentalities established by law or this article. The term "official" also includes the city judge.

*Personal interest* means:

- (1) Any financial, ownership, or employment interest in the subject of a vote by a municipal board not otherwise regulated by state statutes on conflicts of interests;
- (2) Any financial, ownership, or employment interest in a matter to be regulated or supervised; or
- (3) Any such financial, ownership, or employment interest of the official's or the employee's:
  - a. Spouse;
  - b. Parents, including natural, step, or adoptive, as well as in-laws;
  - c. Grandparents;
  - d. Siblings, including natural, step, or adoptive;
  - e. Children, including natural, step or adoptive;
  - f. Grandchildren;
  - g. In-laws; and
  - h. Any other individual residing within the employee's household who is the legal dependent of the employee or official for income tax purposes.

In any situation in which a personal interest is also a conflict of interest under state law, the provisions of the state law take precedence over the provisions of this article.

---

(Code 1997, § 13-1-102; Ord. No. 2006-41, § 1(13-1-102), 9-25-2006; Ord. No. 2007-43, § 1(13-1-102), 9-24-2007; Ord. No. 2008-21, § 1(13-1-102), 5-12-2008)

State law reference(s)—Similar definitions, T.C.A. § 8-17-102.

### **Sec. 2-344. Violations.**

When a violation of this article by an employee also constitutes a violation of the city's personnel ordinance or personnel policy, rule, or regulation, the violation may be dealt with as a violation of the personnel ordinance. Any employee who violates any provision of this article is subject to disciplinary action including, but not limited to, termination. **No employee is entitled to an appeal hearing except as may be set forth in the charter or personnel ordinance.** An official who violates any provision of this article is subject to punishment as provided by the municipality's charter or other applicable law, and in addition is subject to censure by the governing body. The interpretation that a reasonable person in the circumstances would apply shall be used in interpreting and enforcing this article.

(Code 1997, § 13-1-113; Ord. No. 2007-43, § 1(13-1-113), 9-24-2007; Ord. No. 2008-21, § 1(13-1-113), 5-12-2008)

State law reference(s)—Ethics violations and penalties, T.C.A. § 8-17-106.

### **Sec. 2-345. Applicability.**

This article is the code of ethics for personnel of the city. It applies to fulltime and parttime elected or appointed officials and employees, whether compensated or not, including those of any separate board, commission, committee, authority, corporation, or other instrumentality appointed or created by the city.

(Code 1997, § 13-1-101; Ord. No. 2006-41, § 1(13-1-101), 9-25-2006; Ord. No. 2007-43, § 1(13-1-101), 9-24-2007; Ord. No. 2008-21, § 1(13-1-101), 5-12-2008)

State law reference(s)—Adoption of ethical standards required, T.C.A. § 8-17-103.

### **Sec. 2-346. Abstentions by officials and disclosure of personal interest by official with vote.**

- (a) An official with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and so it appears in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's vote on the measure. In addition, the official may recuse himself from voting on the measure.
- (b) The city shall not be prohibited from doing business with an entity that employs an immediate relative of an official or employee, provided that such business relationship does not violate this article or any other law or ordinance and is disclosed fully in writing.

(Code 1997, § 13-1-103; Ord. No. 2006-41, § 1(13-1-103), 9-25-2006; Ord. No. 2007-43, § 1(13-1-103), 9-24-2007; Ord. No. 2008-21, § 1(13-1-103), 5-12-2008)

### **Sec. 2-347. Disclosure of personal interest by employees.**

An employee who must exercise discretion relative to any matter, and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion, shall disclose before the exercise of the discretion when possible, the interest on a form provided by and filed with the city recorder. Copies of such forms filed with the city recorder shall be provided to the city manager and filed

---

in the employee's personnel file. In addition, the employee **may**, to the extent allowed by law, charter, ordinance, or policy, recuse himself from the exercise of discretion in the matter.

(Code 1997, § 13-1-104; Ord. No. 2006-41, § 1(13-1-104), 9-25-2006; Ord. No. 2007-43, § 1(13-1-104), 9-24-2007; Ord. No. 2008-21, § 1(13-1-104), 5-12-2008)

#### **Sec. 2-348. Acceptance of gratuities, consideration, or favors.**

- (a) No official or employee may knowingly solicit, receive benefit from, accept or agree to accept any gratuity, gift, honoraria, loan, favor, promise, or anything of value, either directly or indirectly:
  - (1) For the performance of an act, or refraining from performance of an act, that he would be expected to perform, or refrain from performing, in the regular course of his duties; or
  - (2) That might reasonably be interpreted as an attempt to influence his action, or reward him for past action, in executing municipal business.
- (b) Notwithstanding any other provision of this article, employees and officials may accept meals, gifts, promotional items, or mementos that are unsolicited and of a de minimis value or are otherwise authorized by state law. For the purposes of this section, the term "de minimis value" means deemed to be a value, on a per occurrence or per event basis, of **\$25.00 or less**.

(Code 1997, § 13-1-105; Ord. No. 2006-41, § 1(13-1-105), 9-25-2006; Ord. No. 2007-43, § 1(13-1-105), 9-24-2007; Ord. No. 2008-21, § 1(13-1-105), 5-12-2008)

#### **Sec. 2-349. Use of information.**

- (a) An official or employee may/**SHALL** not disclose any information obtained in his official capacity or position of employment that is made confidential under state or federal law except as authorized by law.
- (b) An official or employee may/**SHALL** not use or disclose information obtained in his official capacity or position of employment with the intent to result in financial gain for himself or any other person or entity.

(Code 1997, § 13-1-106; Ord. No. 2006-41, § 1(13-1-106), 9-25-2006; Ord. No. 2007-43, § 1(13-1-106), 9-24-2007; Ord. No. 2008-21, § 1(13-1-106), 5-12-2008)

#### **Sec. 2-350. Use of municipal time, facilities, equipment or supplies.**

- (a) An official or employee may/**SHALL** not use or authorize the use of municipal time, facilities, equipment, or supplies for private gain or advantage to himself OR private gain or advantage to any private person or entity, except as authorized by legitimate contract or lease that is determined by the board of commissioners or city manager to be in the best interests of the municipality

(Code 1997, § 13-1-107; Ord. No. 2006-41, § 1(13-1-107), 9-25-2006; Ord. No. 2007-43, § 1(13-1-107), 9-24-2007; Ord. No. 2008-21, § 1(13-1-107), 5-12-2008)

#### **Sec. 2-351. Use of position or authority.**

- (a) An official or employee may/**SHALL** not make or attempt to make private purchases, for cash or otherwise, in the name of the municipality.
- (b) An official or employee may/**SHALL** not use his position to secure any privilege or exemption for himself or others that is not authorized by the charter, general law, ordinance or policy of the municipality.

- 
- (c) Nothing in this article shall be interpreted to prevent an official from making an inquiry, or discussing with, an employee the applicable laws, codes, or policies affecting any matter before, within, or under consideration by, the city.
  - (d) No official or employee shall provide commercial or advertising endorsements in such a manner as to convey the city's approval of any private for-profit enterprise; provided, however, that an official or employee may respond to inquiries seeking information as to the city's experience with a vendor or other private enterprise.

(Code 1997, § 13-1-108; Ord. No. 2006-41, § 1(13-1-108), 9-25-2006; Ord. No. 2007-43, § 1(13-1-108), 9-24-2007; Ord. No. 2008-21, § 1(13-1-108), 5-12-2008)

### **Sec. 2-352. Outside employment.**

An official or employee may/**SHALL** not accept or continue any outside employment if the work unreasonably inhibits the performance of any affirmative duty of the municipal position or conflicts with any provision of the municipality's charter or any ordinance or policy. No officials outside employment shall be considered to unreasonably inhibit the performance of an affirmative duty if such official has the option or duty to refrain from voting on issues involving such employer.

(Code 1997, § 13-1-109; Ord. No. 2006-41, § 1(13-1-109), 9-25-2006; Ord. No. 2007-43, § 1(13-1-109), 9-24-2007; Ord. No. 2008-21, § 1(13-1-109), 5-12-2008)

### **Sec. 2-353. Ethics officer.**

The city attorney is designated as the ethics officer of the municipality. Upon the written request of an official or employee potentially affected by a provision of this article, the city attorney may/**SHALL** render an oral or written advisory ethics opinion based upon this article and other applicable law. **Unless directly involved, the ethics officer/city attorney shall not recuse himself from rendering a decision and shall make a decision to determine merit based on the merits of the complaint or inquiry. See Sec. 2-354 f.**

(Code 1997, § 13-1-110; Ord. No. 2006-41, § 1(13-1-110), 9-25-2006; Ord. No. 2007-43, § 1(13-1-110), 9-24-2007; Ord. No. 2008-21, § 1(13-1-110), 5-12-2008)

### **Sec. 2-354. Ethics complaints.**

- (a) Any complaint alleging violation of any of the provisions of this article must be filed with the city attorney/**ethics officer**. If such complaint alleges violation by an employee other than the city manager, the city attorney shall forward a copy of such complaint to the city manager as soon as practicable. **If such complaint alleges violation by an official, a copy of such complaint shall be forwarded by the city attorney as soon as practicable to the ethics commission and by registered mail or hand delivery to the official against whom the complaint was filed.**
- (b) **Unless a complaint complies with the requirements of this article, such complaint is not valid for consideration, and no action may be taken to investigate or determine the disposition of such a complaint.**
- (c) Complaints alleging violation of any provisions of this article must satisfy all of the following requirements:
  - (1) Complaints must:
    - a. Be filed in writing;
    - b. Be made under oath that all statements contained in the complaint are true; and

- 
- c. Bear the original signature, name, address, and telephone number of the person filing the complaint;
- (2) Complaints must identify the person who committed the alleged violation, present facts which give rise to the complaint, and explain why those facts constitute a violation of this article. Complaints must be based on personal knowledge of the facts presented in the complaint, must affirmatively state that the complainant has personal knowledge of the facts presented in the complaint, shall set forth such facts as would be admissible in evidence in a court of law, and shall show affirmatively that the complainant is competent to testify as to the facts set forth. Any documents referred to in the complaint must be attached to the complaint;
- (3) Complaints must be filed within 30 days of the date the alleged violation is said to have occurred, or in case of concealment or nondisclosure of personal interests by the employee or official who is the subject of the complaint, within six months of the date the alleged violation should have been discovered after due diligence by the complainant; and
- (4) In the event that the city attorney makes an initial determination that a complaint filed is technically deficient or incomplete, the city attorney shall submit a copy of this article to the complainant and offer the complainant the opportunity to correct the deficiencies and resubmit the complaint within seven days prior to any review or investigation of the complaint.
- (d) Any person who files a false complaint will be subject to the penalties of perjury, in accordance with T.C.A. § 39-16-702 et seq.
- (e) Except as otherwise provided in this subsection, the city attorney shall investigate, **or request a third party to investigate**, any credible complaint against an employee, **or official**, charging any violation of this article, or may undertake an investigation on his own initiative to acquire information indicating a possible violation, and make recommendations to the city manager for action to end or seek remedies for any activity that, in the attorney's judgment, constitutes a violation of this article.
- (f) The board of commissioners may hire another attorney, or the city attorney may ask that the city commission hire another attorney, individual, or entity to act as ethics officer or to provide general counsel to the ethics commission after an affirmative vote of the majority of the city commission. This action may occur after cause has been found to believe that a conflict may exist, or another section of this article may find the city attorney is not the proper person to conduct the investigation.

(Code 1997, § 13-1-111; Ord. No. 2006-41, § 1(13-1-111), 9-25-2006; Ord. No. 2007-43, § 1(13-1-110), 9-24-2007; Ord. No. 2008-21, § 1(13-1-111), 5-12-2008)

State law reference(s)—Ethics violations and penalties, T.C.A. § 8-17-106.

## **Sec. 2-355. Ethics commission.**

- (a) There is hereby created a five-member ethics commission to be approved by the board of commissioners. Each commissioner shall nominate a member for appointment to the ethics commission who is a resident of his district, and the mayor shall nominate a member for appointment to the ethics commission who is a resident of the city. Such appointments shall be confirmed by a majority vote of the board of commissioners.
- (b) Members of the ethics commission shall each serve a term of three years or until their successors are appointed, whichever is later. Members of the ethics commission shall serve without compensation. Should any vacancies occur, the nominating member of the board of commissioners shall nominate a replacement, and the board of commissioners shall appoint a replacement member. **Following the placement of all members of the ethics committee, a meeting must take place and a chairperson nominated and voted on by a majority of the ethics commission.**



- 
- (c) A person is eligible to serve as a member of the ethics commission if the person has never been convicted of a felony, resides in the city while serving as specified in subsection (a) of this section and is a registered voter in the county, is not an employee of city government, does not hold any elected or appointed office in county government or in city government, does not hold any elected office in state government or the government of the United States, and is not a candidate for any elected office in county government, city government, state government, or the government of the United States. A person is not eligible to serve as a member of the ethics commission if that person has a personal interest as defined in this article.
  - (d) The board of commissioners may remove a member of the ethics commission on the grounds of neglect of duty, misconduct in office, a disability rendering the member unable to discharge the duties of the office as specified in this article, or engagement in political activity as defined in this article. Before initiating the removal of a member from the ethics commission, the board of commissioners shall give the member written notice of the reason for the intended action, and the member shall have an opportunity to reply within ten days of receipt of such notice. Thereafter, the board of commissioners shall afford such member, upon written request, an opportunity for a hearing.
  - (e) There shall be no regularly scheduled meetings of the ethics commission. By majority vote, or by call of the chairperson, the ethics commission may call a special meeting, if necessary.
  - (f) When a complaint of a violation of any provision of this article is lodged against an official, an ethics commission, properly constituted, shall convene to determine the disposition of such complaints. **This would follow findings by the ethics officer of merit. See Sec. 2-357 Procedures**
  - (g) The conduct of all meetings of the ethics commission shall be conducted in accordance with Robert's Rules of Order, tenth edition.
  - (h) No member of the ethics commission shall comment on, discuss, or engage in conversation about pending complaints and investigations, except during the commission's meetings.
  - (i) Officials shall not participate in the investigation of pending complaints, except as requested by the ethics commission or attorney charged with investigation of complaints.
  - (j) The ethics commission shall be governed by and subject to this article. Members of the ethics commission who have a personal interest as defined by this article must disqualify themselves under this ethics code. Members of the ethics commission shall not take part in any matter in which a judge, similarly situated, would have to recuse himself.
  - (k) A member of the ethics commission shall not take an active part in political management or in a political campaign for office in the county or the city during the period of their term of appointment to the ethics commission. Display of a campaign sign shall not be considered as taking an active part in a political campaign.
  - (l) The ethics commission shall receive and hear complaints of violations of this article by an official or the city manager. The ethics commission may make investigation as it deems necessary **using the same resources available to the city attorney and approved by the city manager** to determine whether any person has violated this ethics code upon the affirmative vote of a majority of the ethics commission to conduct such investigation. The ethics commission may receive and review ethics reports and may request and receive legal advice from the city attorney regarding any provision of this article.
  - (m) The ethics commission may authorize the city attorney, **or an approved third party**, to investigate a complaint which meets the requirements of this article or may hire another attorney, **or approved third party**, to complete such investigation, or the city attorney may ask that the ethics commission hire another attorney, individual, or entity to act as ethics officer or to provide general counsel to the ethics commission, **with city manager's approval**. The ethics commission is authorized to incur expenses in connection with investigations in an amount not to exceed \$10,000.00 annually. The ethics commission must request from

---

the board of commissioners a budget amendment to appropriate additional monies to fund the expense of investigations exceeding this annual limit.

- (n) Upon receipt of a complaint, **or inquiry**, which satisfies the requirements of this article and alleges that an official has violated this article, the official against whom the complaint was filed may reply in writing to the complaint within 30 days, unless such time for reply is shortened or extended by the ethics commission. The official's response must be based on personal knowledge, must set forth such facts as would be admissible in evidence in a court of law, and must show affirmatively that the official is competent to testify to the matters stated therein. All documents referred to in the response should be attached to the response. However, in order to ensure the right to a fair trial and the right of the accused against self-incrimination, the ethics commission shall not schedule a hearing for the violation of this article while criminal investigation is in progress or while criminal charges are pending.
- (o) Within 60 days of receipt of a complaint which satisfies the requirements of this article, the ethics commission shall conduct a formal public hearing, upon proper public notice of such hearing.
- (p) After reviewing the complaint, conducting such investigation as properly authorized under this article, and conducting a public hearing, the ethics commission must determine, by majority vote whether no specific, substantiated evidence from a credible source exists to support a reasonable belief that there has been a violation of this article. If the ethics commission determines that such evidence does not exist, the ethics commission shall dismiss the complaint. If the ethics commission determines that such evidence does exist, then the ethics commission shall render a written decision stating facts supporting that finding, conclusions of law, and censure as appropriate. Upon the affirmative finding by four of the five members of the ethics commission that a violation of this article has occurred, and upon the issuance of its written decision, the ethics commission may make referral for removal of an official found to have violated this article to the appointing authority, or for removal or ouster of a member of the board of commissioners pursuant to T.C.A. §§ 6-20-220 and/or 8-47-102 or for dismissal of the city manager to the board of commissioners.
- (q) Any official against whom a decision of the ethics commission is rendered may obtain judicial review of the decision by writ of certiorari. The application for the writ must be filed within 30 days of the issuance of the written decision by the ethics commission. Judicial review shall be based upon the record before the ethics commission. No party shall be entitled to a de novo appeal.
- (r) The ethics commission may make recommendations to the board of commissioners or city manager for the adoption of any revisions of amendments to this article. The board of commissioners may adopt revisions or amendments to the ordinance from which this article is derived without a recommendation by the ethics commission.
- (s) The ethics commission shall render an advisory opinion when requested in writing by any member of the board of commissioners. Such advisory opinion shall be rendered pursuant only to a written request, fully setting forth the factual circumstances to be reviewed by the ethics commission.
- (t) The proceedings of the ethics commission pursuant to this article shall be held in public, and all records of the ethics commission, excluding those protected by law, shall be a public record.

(Code 1997, § 13-1-112; Ord. No. 2007-43, § 1(13-1-112), 9-24-2007; Ord. No. 2008-21, § 1(13-1-112), 5-12-2008)

## **Sec. 2-356. Reporting; whistleblower protection; abuse of process; complicity.**

- (a) It is the intent of this article to encourage employees and officials to report suspected ethical violations to the city attorney.

- 
- (b) No officer or employee shall use or threaten to use any official authority or influence to discourage, restrain, or interfere with any other person for the purpose of preventing such person from acting in good faith to report information relating to an ethics violation of investigation.
  - (c) No official or employee shall file a complaint with the city attorney absent a good faith basis for their allegations based on firsthand knowledge. If a complainant is found to have filed a complaint for purposes that do not qualify as good faith, based on fact per a majority vote of the ethics committee, a further disposition may be made to censure the complainant for abuse of public policy.
  - (d) No official or employee shall falsely accuse another official or employee of failing to comply with this article.
  - (e) No official or employee may knowingly induce, encourage, or aid anyone to violate any provision of this article.
  - (f) Any violation of this subsection shall be subject to investigation and action in accordance with this article.
- (Code 1997, § 13-1-114; Ord. No. 2007-43, § 1(13-1-114), 9-24-2007; Ord. No. 2008-21, § 1(13-1-114), 5-12-2008)

## **Secs. 2-357—2-387. Reserved.**

### **Sec 2-357 Procedures**

An inquiry may be submitted rather than a complaint. If an inquiry is submitted asking for an investigation, the city attorney shall follow guidelines regarding an investigation and may undertake that task or forward it to a third party for further review and will consult with the city manager for further direction and/or investigation before making a determination or a recommendation. Investigations shall be conducted by a third party, if needed, as determined by the city attorney and the city manager and the findings shall only be made public if merit is found.

The following is a procedural outline to follow given the filing of an actual complaint:

- (a) A complaint is filed following the above articles and is submitted to the city attorney/ethics officer.
- (b) The ethics officer shall determine if there is merit to the complaint and if the complaint meets the technical and/or legal requirements of the complaint as outlined above.
- (c) If the “complaint” does not meet those requirements it will not move forward, and no other action shall be taken. If the “complaint” has technical deficiencies that are curable, the complainant has a period of time to cure the deficiencies and resubmit. If the resubmission falls outside of the original time period set for proper notification, the resubmission must be made within 2 days (48 hours) of notification to the complainant of any deficiencies.
- (d) If the complaint is found to have NO MERIT, the city attorney will make that determination and submit the findings of fact regarding his decision to the city manager who will then make those findings public following state law.
- (e) If the complaint is found to have merit by the ethics officer, it shall be forwarded to an investigative entity to determine the facts. The third-party investigator for the ethics officer can then give a summary of the facts of the complaint and subsequent findings shall be sent to the ethics committee where discussion and determination shall be heard, and a recommendation made to the board of commissioners for action or no action.

## ORDINANCE 2024 –

### AN ORDINANCE TO AMEND/REVISION TO THE MT. JULIET CITY CODE CHAPTER 2, ARTICLE XIII CODE OF ETHICS

**WHEREAS**, the General Assembly of the State of Tennessee adopted the Comprehensive Ethics Reform Act of 2006 (“Act”) requiring all municipal governments to adopt an Ethics Code; and

**WHEREAS**, on September 25, 2006 the Board of Commissioners of the City of Mt. Juliet adopted Ordinance 2006-41, a code of ethics based on a model ethics code drafted by the Municipal Technical Advisory Services (“MTAS”); and on September 27, 2007 the Board of Commissioners of the City of Mt. Juliet passed Ordinance 2007-43 to amend Ordinance 2006-41 ; and on May 12, 2008 the Board of Commissioners of the City of Mt. Juliet approve Ordinance 2008-21 that amended Ordinance 2007-43; and

**WHEREAS**, the Board of Commissioners desire to replace all previous versions of the Code of Ethics (Ordinance 2008-21) with the attached.

**WHEREAS**, this Amendment/Revision defines procedures to accomplish clarification of the Ethics Ordinance.

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

**Section 1:** City of Mt. Juliet City Code Chapter 2, Article XIII is amended/revise and replaced as per the attached.

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

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

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

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

PASSED:

---

James Maness, Mayor

FIRST READING:

SECOND READING:

ATTEST:

---

Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

---

Kenny Martin, City Manager

---

L. Gino Marchetti, Jr.  
City Attorney



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0603  
12.C.

**Agenda Date:** 3/25/2024

**Agenda #:**

---

**Title:**

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

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

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

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

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

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

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

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

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

**General Fund – Parks Department**

Increase the Following Expenditures:

110-44700-XXX	Parks Department Salaries	26,300.00
---------------	---------------------------	-----------

**General Fund – Finance Department**

Decrease the Following Expenditures:

110-41510-XXX	Finance Department Salaries	26,300.00
---------------	-----------------------------	-----------

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

**BE IT FURTHER ORDAINED:**

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

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

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

PASSED:

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

FIRST READING:  
SECOND READING:

ATTEST:

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

APPROVED AS TO FORM:

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

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



## EXECUTIVE SUMMARY

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

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

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

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

### STAFF RECOMMENDATION:

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

PREPARED BY: Rocky Lee

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



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0604  
12.D.

**Agenda Date:** 3/25/2024

**Agenda #:**

---

**Title:**

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

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

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

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

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

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

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

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

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

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

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

**General Fund –**

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

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

**BE IT FURTHER ORDAINED:**

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

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

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

PASSED:

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

FIRST READING:  
SECOND READING:

ATTEST:

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

APPROVED AS TO FORM:

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

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



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0605  
12.E.

**Agenda Date:** 3/25/2024

**Agenda #:**

---

**Title:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED:

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

FIRST READING:  
SECOND READING:

ATTEST:

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

APPROVED AS TO FORM:

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

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



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0590  
13.A.

**Agenda Date:** 3/25/2024

**Agenda #:**

---

**Title:**

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



## **RESOLUTION   -2024**

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

**WHEREAS**, this project consists of the widening of Old Lebanon Dirt Road from 2 lanes to a 3-lane roadway from Moreland Drive to Chandler Road while also improving the safety of the corridor by improving the geometric deficiencies and providing flood mitigation; and

**WHEREAS**, the ROW acquisition phase for the project is nearing completion and the City would like to continue with the development of the construction plans, bid documents, and environmental permitting for the project; and

**WHEREAS**, the City of Mt. Juliet desires to approve a supplement to the agreement with WSP USA, Inc. for services related to the construction plan development for the project.

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

Section 1.     The Board of Commissioners approves the supplement #6 to the Agreement with WSP USA, Inc.

Section 2.     Mayor James Maness is hereby authorized to execute the said supplement #6 to the Agreement with WSP USA, Inc.

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

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

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

PASSED:

---

James Maness, Mayor

ATTEST:

---

Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

---

Kenneth Martin, City Manager

---

L. Gino Marchetti, Jr.  
Attorney

## **EXECUTIVE SUMMARY**

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

#### **Executive Summary**

- The project: This project consists of the widening of Old Lebanon Dirt Road from 2 lanes to a 3-lane roadway from Moreland Drive to Chandler Road while also improving the safety of the corridor by improving the geometric deficiencies and providing flood mitigation.
- Contract: The City is currently under contract with WSP for the ROW acquisition phase of the project. Now that the ROW phase is nearing completion, the City would like to continue the consultant services for the development of the construction plans, bid documents, and environmental permitting for the project.
- Funding: The proposed design fee for this supplement is \$767,960. The current budget is sufficient to cover the costs through June 30, 2024. In the next FY budget cycle, funding for engineering will be increased to cover this supplement.
- Official act: This resolution is to provide formal support of the supplement #6 to the agreement and to authorize the Mayor to sign the agreement.



216 Centerview Drive  
Suite 300  
Brentwood, TN 37027

[wsp.com](http://wsp.com)

February 26, 2024

Mr. Matthew White, PE  
City of Mt. Juliet Public Works Director  
71 E. Hill Street  
Mt. Juliet, TN 37122

**Re: Old Lebanon Dirt Road from Chandler Road to Moreland Drive  
Draft Construction Scope of Work and Fee - REVISED**

Dear Mr. White,

Attached is WSP's proposed scope of work (Exhibit A) and fee estimate (Exhibit B) as identified in prior conversations as the project's "Construction Supplement." Please note that Exhibit A and Exhibit B reflect comments and revisions provided to WSP through an in-person meeting with the City on December 6, 2023, along with physical comments submitted to WSP by the City via pdf and other related correspondences.

We propose that the supplement for this work be approximately \$767,960 billed at an hourly rate. Our hourly rates are derived from our direct labor multiplied by our current audited overhead rate of 140.62% plus a 13% fee. We can provide an audit report along with rate calculations upon request.

As we discussed, this scope is to take the plan development process through the bidding/award phase.

Please let me know if you require additional information or have any questions.

Sincerely,

WSP USA Inc.

Paige Heintzman, PE  
Assistance Vice President/Project Manager  
[Paige.Heintzman@wsp.com](mailto:Paige.Heintzman@wsp.com)  
615-340-9182; 731-313-5968 (mobile)

Attachments

Exhibit A – Scope of Work  
Exhibit B – Fee Estimate

# Old Lebanon Dirt Road Scope of Work

---

## EXHIBIT A

Owner: City of Mt. Juliet, Tennessee (Mt. Juliet)  
Engineer: WSP USA Inc (WSP)  
Project Number & Name: Old Lebanon Dirt Road from Chandler Road to Moreland Drive

### SCOPE OF SERVICES

#### Project Summary

The locally funded project is specifically defined as improvements to Old Lebanon Dirt Road from Chandler Road to Moreland Drive. The goal of the project is to correct operational and geometric deficiencies, including both horizontal and vertical curve issues, thereby providing a safer multimodal corridor. A secondary goal for the project is to improve bicycle/pedestrian access along the corridor. A final design was agreed upon and will be developed from the conceptual plan through preliminary plans and up to right-of-way plans. It is anticipated that construction plans will be developed as a package since funding may not be fully available to construct the entire project under a single construction contract. The work tasks are focused on facilitating the translation of project objectives and concepts into engineering plans suitable for construction bidding.

In general, plan sheets will be prepared in accordance with TDOT's standards and Design Guidelines. In addition, WSP will use as general specifications, TDOT's current Standard Specifications for Road and Bridge Construction. All plans will be delivered to Mt. Juliet as per TDOT standard process unless directed otherwise by Mt. Juliet.

#### Task 1 – Project Management and Coordination

Throughout all phases of the project, WSP will manage and coordinate with Mt. Juliet, applicable stakeholders, and subconsultants. The primary purpose of this task will be the planning, organizing, and implementation of meetings, conference calls, and/or email communication in order to appropriately carry-out tasks stipulated in this scope of services. The WSP Project Manager will serve as the main point of contact between Mt. Juliet and WSP to facilitate distribution of information to the appropriate team members.



## Old Lebanon Dirt Road Scope of Work

---

Under this task, the WSP Project Manager will also facilitate utility coordination with applicable utility companies along the corridor, in relation to utility design efforts<sup>1</sup>. Utility owners within the project limits include:

- Comcast (Xfinity)
- AT&T
- TDS Telecom
- Nashville Electric Service
- Middle Tennessee Electric
- Piedmont Natural Gas
- West Wilson Utility District
- City of Mt. Juliet Sewer

WSP will organize and facilitate monthly progress meetings with Mt. Juliet staff and three (3) additional meetings<sup>2</sup> – as outlined below. (The monthly meetings are assumed to be virtual; whereas, the remaining meetings are anticipated to be in-person.) Minutes of these meetings will be distributed within five (5) days of each meeting. The anticipated additional meetings includes:

- Construction Plans kickoff meeting
- Two (2) utility coordination meetings with all impacted third-party utility owners

### **Task 1 Deliverables:**

- Prepare meeting agenda and applicable resources
- Prepare and distribute meeting minutes
- Prepare monthly invoices and progress reports

### **Task 4 – Field Survey**

WSP through our sub-consultant, Civil Infrastructure Associates, LLC (CIA), will prepare an update to the existing, previously completed survey of Old Lebanon Dirt Road. Specific tracts to be updated within the survey deliverable(s) include:

- Tract 1
- Tract 4
- Tract 5

---

<sup>1</sup> Specific design efforts for utility design are covered under Task 12 – Construction Plans Preparation

<sup>2</sup> Functional-specific meetings are outlined in corresponding tasks.

## Old Lebanon Dirt Road Scope of Work

---

- Tract 47
- Tract 75
- Tract 77
- Tract 79
- Tract 80
- Tract 81
- Tract 82
- Tract 89
- Tract 110

The survey will comply with the most current version of the TDOT Survey Manual and will be delivered in MicroStation DGN format, with the option to convert it to AutoCAD, along with utility owner information, property owner contact records and acquisition tables, TIN files, and GPK file.

### Task 11 – Permits

#### Subtask 11.1 – Waters of the U.S. (including Wetlands) Delineation

WSP will perform a desktop review of the project area in advance of the environmental field review. This effort will include, but is not limited to, a review of available mapping of the area, aerial photographs, USGS topographic maps, National Wetland Inventory (NWI) maps, soil survey maps, Flood Rate Insurance Maps (FIRMs), and other readily available mapping or information pertaining to the project area. Upon completion of our desktop review, WSP biologists will field-review the project area to identify and delineate potential Waters of the U.S./State. WSP's delineation of potential jurisdictional Waters of the U.S./State will use the three-parameter approach as described in the Corps of Engineers Wetlands Delineation Manual, often referred to as either the "Federal Manual" or the "1987 Manual" (Environmental Laboratory, 1987) in conjunction with the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0). Wetlands will be identified and marked in the field using pink "Wetland Delineation" flagging. Streams will also be flagged with blue flagging and characterized in the field following the Hydrologic Determination methodology as defined by the Tennessee Department of Environment and Conservation (TDEC).

Following our delineation, WSP will prepare a Delineation Report, detailing our findings. The report will provide a summary of background information, methods, site characteristics, and maps identifying



February 26, 2024  
Page 3

## Old Lebanon Dirt Road Scope of Work

---

delineated features (wetlands and streams). The report will include wetland delineation field determination forms and hydrologic determination field data sheets for subsequent submittal with required environmental permit application(s), as necessary. We have also included effort meet the USACE/TDEC for verification purposes.

### Subtask 11.2 – Endangered Species Review

During our on-site delineation of potential jurisdictional Waters of the U.S./State, WSP will also conduct a limited survey for threatened and endangered species preferred habitats. According to the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IpaC) Resource List for the project review area, the following federally-listed species could occur in the area: four mammals (gray bat [Endangered], northern long-eared bat [Endangered], Indiana bat [Endangered], tricolored bat [proposed Endangered]), one bird (whooping crane), one insect (Monarch butterfly [Candidate]), and three plants (leafy prairie clover [Endangered], Braun’s rock-cress [Endangered], and Spring creek bladderpod [Endangered]). WSP will include the results of our limited survey in a letter report, which can be included in the permit applications to support compliance with Section 7 of the Endangered Species Act (ESA).

### Subtask 11.3 – Cultural Resources Desktop Review and Field Reconnaissance

WSP will complete a desktop archaeological and historic architectural assessment for the proposed improvements along an approximately two-mile section of Old Lebanon Dirt Road extending from east of Chandler Road to west of Moreland Road in Mt. Juliet, Wilson County, Tennessee. The purpose of these cultural resource assessments is to determine if any previously identified archaeological and/or historic architectural sites or structures eligible or listed on the National Register of Historic Places (NRHP) may be impacted by the proposed construction, as well to determine the level of disturbance and potential for additional archaeological deposits to be present. As the federal nexus for this project is the USACE’s jurisdiction over “Waters of the U.S.” through the Clean Water Act (CWA) Section 404 program, we have not included field survey in this scope of work. As the lead federal agency, the USACE must determine the area of potential effect (APE) (for permitting purposes), which will affect the scope of cultural resources reviews required for the project.

#### *Archaeological Review*

Under this task, WSP will complete:





## Old Lebanon Dirt Road Scope of Work

---

- Background research, to include review of available previously recorded sites and previously completed surveys on file at the Tennessee Department of Archaeology (TDOA), as well as review of historic mapping.
- Field reconnaissance to document disturbance.
- Completion of a summary report, to include summaries of all known sites identified in the project area and recommendations concerning management and NRHP eligibility.
- Recommendations of additional survey, if applicable.

A brief review of data available via the TDOA's online Site File HUB revealed two previously recorded archaeological sites are located within the project limits. Limited information is available through the HUB but did reveal one site (40WI102) is the John Chandler Blacksmith shop; it's NRHP eligibility is not provided. However, a stone wall called the Chandler Wall is currently listed on the NRHP (#01000757) as an architectural resource. This suggests additional features related to the Chandler occupation may be present within the APE. The second site (40WL153) is defined as a prehistoric artifact scatter with no NRHP eligibility provided. Additional background research will be completed to thoroughly define these sites, as well as to examine other sites in the vicinity to develop a cultural context for the area. Other resources, such as historic topographic maps and aerial photographs, will also be examined. A cemetery (the Greaves cemetery) also falls within the project area on the south side of Lebanon Dirt Road near Julie Drive; however, current plans do not appear to physically impact this cemetery.

### *Historic Architectural Assessment*

The existing Old Lebanon Dirt Road dates to the 1800s and there are numerous historic farms and residential properties along route that may have associated buildings, structures, as well as the Greaves Cemetery. An examination of the 1968 Hermitage (updated 1970) 1:24,000 scale USGS Topographic Maps indicate as many as 15 historic buildings, one bridge and the aforementioned cemetery within the project APE that were at least 50 years old. Under this task, WSP will:

- Conduct a thorough literature review of THC resources to identify what architectural resources have been previously surveyed and recorded. The statewide list of NRHP eligible structures will also be reviewed to determine if any resources in the APE were already listed.
- A summary report summarizing the survey findings.

Like the TDOA review mentioned above, a preliminary architectural literature review of the NRHP and the Tennessee Historical Commission/State Historic Preservation Office (THC/SHPO) GIS Viewer online

## Old Lebanon Dirt Road Scope of Work

---

database revealed the same Chandler Wall listed on the NRHP (#01000757). No other previously recorded eligible and/or NRHP listed aboveground historic resources were identified in the APE.

***Once the project has been submitted to the USACE for Section 404 permitting purposes (due to multiple stream crossings), the USACE may require field survey and/or additional assessment within their jurisdictional areas.***

### Subtask 11.4 – Environmental Permitting

Once the project design has been advanced to the level of detail required for permit applications, WSP will complete required environmental permit applications (see Table 1) and provide to the City for review prior to submittal. WSP will provide the City with permit application delivery receipts as well as the actual permits once issued by the regulatory agencies.

Based on our understanding of the project, environmental permits identified in Table 1 are anticipated. Floodplain compliance is covered under separate task and not included in Table 1.

**Table 1. Anticipated Permits and Approximate Filing Costs**

Agency	Environmental Permits	Filing Cost	Notes
USACE	Section 404 Permit	\$0	Assumes stream crossings will be covered under Nationwide Permit with no additional wetland/stream impacts. Assumes submittal of Pre-construction notification (PCN) will be required due to potential presence of federally-listed species in the project area.
TDEC	Section 401 / Aquatic Resources Alteration Permit (ARAP)	\$500	Assumes culvert extensions will be covered under general permits.
TDEC	NPDES Construction General Permit (CGP)	\$1,000	Assumes project disturbed area is between 5 and 20 acres.
USFWS/ TWRA	Section 7 Consultation / Clearance	\$0	Required in conjunction with USACE PCN/ARAP. WSP will draft request for informal consultation with USFWS and concurrence request to TWRA/Natural Heritage, if applicable.
SHPO	Section 106 Consultation / Clearance	\$0	Required in conjunction with USACE PCN. The USACE must determine project area of potential effect (APE)

### Subtask 11.5 – NPDES Construction General Permit

In Tennessee, projects with land disturbances equal to or greater than 1.0 acre are required to obtain Notice of Coverage (NOC) from TDEC for the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP). For this task, WSP will complete the required Notice of Intent (NOI)



## Old Lebanon Dirt Road Scope of Work

---

along with a project specific Stormwater Pollution Prevention Plan (SWPPP) that includes Erosion Prevention and Sediment Control (EPSC) design plans. Specifically, we will review previously completed Erosion Control plans (approx. 46 sheets) for the project and mark up, as needed; complete the SWPPP; and submit the Notice of Intent (NOI) to TDEC. We have not included required inspections once the project goes to construction.

***Permit fees not included with pricing proposal.***

### **Task 12 – Construction Plans Preparation**

WSP will develop construction plans for the entire corridor. Specific construction work tasks include:

- Develop Construction Plans for Mt. Juliet review.
- Update Final Construction Plans based Mt. Juliet’s review process.
- Finalize Utility Relocation Plans with Utility companies.

### **Task 12 Deliverables**

- Construction Plans Field Review set
- Construction Field Review
- Resolution of comments from Construction Field Review
- Final Construction Plans consisting of the following:
  - All Right of Way (ROW) Plan sheets (updated since ROW Plans stage)
  - Proposed Pavement Schedule<sup>3</sup>
  - Signature Sheet
  - Roadway Index and Standard Roadway Drawings
  - Standard Roadway Drawings
  - Standard Structure and Traffic Operations Drawings
  - Estimated Roadway Quantities
  - General Notes
  - Special Notes
  - Signing and Pavement Markings

---

<sup>3</sup> Unless otherwise directed, WSP will utilize the City of Mt. Juliet’s Land Development Code, Appendix B – Street Construction and Drainage Specification Standard Drawings Section III for a Minor Collector Typical Section ([https://library.municode.com/tn/mt.\\_juliet/codes/land\\_development\\_code?nodeId=APXBSTCODRSPSTDR\\_SIIITYSE](https://library.municode.com/tn/mt._juliet/codes/land_development_code?nodeId=APXBSTCODRSPSTDR_SIIITYSE)) for the proposed pavement design of the facility.

## Old Lebanon Dirt Road Scope of Work

---

- Geotechnical Plans
- Utility Plans
- Specifications
- Estimated Construction Cost

### **Task 13 – Bid/Award Phase Services**

WSP will assist Mt. Juliet in obtaining bids and in awarding construction contracts. Specific tasks will include:

- Develop the Invitation to Bid and work with Mt. Juliet to have the bid notice posted in the appropriate media.
- Provide the construction plans, specifications, and bid documents to each prospective bidder. WSP assumes Mt. Juliet will provide standard bid documents used by Mt. Juliet.
- Schedule and moderate a pre-bid meeting for all prospective bidders.
- Provide written minutes of the pre-bid meeting.
- Provide review and comment services on Bidders' Request for Information.
- Evaluate the adequacy of the bids and other required documentation as submitted by each bidder.
- Tabulate bids and draft recommendation for award of bid to Mt Juliet.
- Post award, WSP will schedule and moderate a pre-construction conference with the selected contractor, the owner, appropriate utility companies, and other interested parties.
- Prepare written meeting minutes.
- Work with owner to issue the official Notice to Proceed.

### **Task 14 – Geotechnical Services**

WSP will coordinate and conduct a subsurface exploration program (at the locations and depths shown on Table 2 and will be finalized in the field during the actual exploration), soil/rock laboratory testing, and geotechnical analyses as needed. A report will be generated that will include typed boring logs, plan sheets showing boring locations, and a roadway profile with stick logs.

#### Subtask 14.1 – Subsurface Exploration

##### Subtask 14.1.1 – Pre-Exploration Activities



## Old Lebanon Dirt Road Scope of Work

WSP will field-locate and mark or stake<sup>4</sup> borings at the proposed locations. Tennessee One Call (811) services will be notified and publicly owned subsurface utilities marked at the ground surface prior to exploration. Further, 811 tickets will be maintained up to date during the exploration. Boring locations will be initially located and then field adjusted to avoid subsurface and overhead utilities<sup>5</sup>. A majority of the proposed right-of-way has already been purchased and access to much of the proposed construction area can be provided through Mt. Juliet. However, WSP has included some time in our budget for coordinating access to proposed boring locations on private property.

### Subtask 14.1.2 – Drilling and Sampling

WSP will utilize a subcontractor, Tri-State Drilling, LLC (TSD), to drill and sample 40 to 44 geotechnical borings across the site at select locations outlined on Table 2. Each boring will be explored utilizing standard Hollow Stem Auger (HSA) and Standard Penetration Test techniques. WSP will attempt to collect Shelby tubes within overburden at the proposed retaining wall location to perform strength testing.

**Table 2. Proposed Boring Locations<sup>6</sup>**

Station	Boring	Offset	Proposed Depth (ft)	Rock Coring (ft)	Note
100.00	B-1	30L	10 or refusal		Cut
103.50	B-2	35L	10 or refusal		Cut
107.00	B-3	30R	15 or refusal		Fill
110.00	B-4	35L	15 or refusal		Cut
113.50	B-5	20L	10 or refusal		Fill
115.00	B-6	20L	15 or refusal	10	Lick Creek
116.00	B-7	35L	15 or refusal		Lick Creek
119.00	B-8	35L	10 or refusal	10	Cut
121.50	B-8	35L	10 or refusal		Cut
123.00	B-10	35L	15 or refusal	10	Cut
126.00	B-11	45L	15 or refusal	10	Cut
127.00	B-12	30L	Refusal	10	Cut

<sup>4</sup> Boring staking is covered under Task 4 – Field Survey.

<sup>5</sup> WSP has not included costs for obtaining services from a utility locator for borings on private property.

<sup>6</sup> Note: Actual coring quantities will depend on depth to refusal and will be determined in the field. Up to 160 linear feet has been budgeted to assess potential rock cuts along the project.

## Old Lebanon Dirt Road Scope of Work

---

Station	Boring	Offset	Proposed Depth (ft)	Rock Coring (ft)	Note
129.00	B-13	50L	15 or refusal	10	Cut
131.00	B-14	60L	15 or refusal		Cut
134.50	B-15	30L	15 or refusal	10	Cut
136.00	B-16	30L	10 or refusal		Fill
137.50	B-17	30R	10 or Refusal		Fill
140.50	B-18	35L	10 or Refusal		Cut
143.50	B-19	35L	10 or Refusal	10	Cut
146.00	B-19	35L	15 or refusal		Cut
149.00	B-20	20L	10 or Refusal	10	Cut
154.50	B-21	30L	10 or Refusal		Cut
157.50	B-22	30L	10 or refusal		Cut
159.00	B-23	30L	10 or Refusal	10	Cut
163.00	B-24	35L	15 or refusal		Cut
165.00	B-25	35L	15 or refusal	10	Cut
168.00	B-26	35L	15 or refusal		Cut/Fill
169.00	B-27	35L	15 or refusal	10	Cut/Fill
170.00	B-28	35L	15 or refusal	10	Cut/Fill
173.00	B-29	30R	15 or refusal		Fill
177.00	B-30	30R	15 or refusal		Fill
178.50	B-31	20R	15 or refusal		Fill
181.50	B-32	30R	10 or refusal	10	Cut
183.00	B-33	35L	15 or refusal	10	Cut
185.50	B-34	35L	15 or refusal	10	Cut
189.50	B-35	30R	10 or refusal		Cut
191.50	B-36	100L	10 or refusal		Fill
193.50	B-37	30R	15 or refusal		RW
194.00	B-38	30R	15 or refusal		RW
194.50	B-39	30R	15 or refusal		RW
197.50	B-40	30R	10 or refusal		Cut
200.00	B-41	40R	10 or refusal		Fill

## Old Lebanon Dirt Road Scope of Work

---

Borings will generally be advanced to depths of 10 to 15 feet below the ground surface or to auger refusal, whichever is encountered first. Based on visual observations, bedrock is present at the ground surface in some portions of the proposed construction area and refusal in these areas is expected to be shallow. In general, boring locations have been selected to coincide with the proposed retaining wall structure, the expected new box culvert, and with pertinent cut and fill locations. In particular, it may be difficult to drill in the immediate vicinity of the proposed retaining wall due to overhead utilities and existing terrain. Therefore, conservative assumptions may have to be made to develop recommendations.

Upon termination or auger refusal, WSP will check for the presence of groundwater within the borings. At select locations, WSP will extend up 14 to 16 of the borings into refusal materials by means of NQ coring techniques. The purpose of coring is to assess the weathering characteristics and composition of the bedrock where roadway cuts are expected and to assist in quantifying the volume of bedrock removal expected. Coring depths will vary depending on the overburden thickness but will typically be 10 feet. WSP will observe the coring process and document drops in drill pressure and losses in coring fluid. As previously mentioned, actual boring locations and exploration depths will be determined in the field based on the actual conditions exposed.

Upon completion, each boring will be backfilled to the ground surface with a mixture of drilling spoils and bentonite chips. Soil samples and rock core not consumed during laboratory testing will be retained by WSP for 60 days following submission of the geotechnical report.

WSP will have an experienced geologist on-site full-time during drilling to direct on-site activities, log all drilling, and produce hand logs. Subsequently, final logs will be constructed that will include the detailed exploration data and pertinent laboratory testing data.

### Subtask 14.1.3 – Exploration Support Activities

For erosion control and site restoration, WSP assumes that a single row of sediment tubes (6-inch diameter), or a line of 3 Straw Bales placed on the downhill side of drilling locations will be sufficient.

## Old Lebanon Dirt Road Scope of Work

---

No other clearing or restoration is included in our proposed services. Based on our proposed approach, WSP will assume less than one acre of ground will be disturbed during our drilling operations<sup>7</sup>.

### Subtask 14.1.4 – Exploration Support Activities

The laboratory analysis will consist of the following, assuming sufficient samples are recovered:

- AASHTO Classification, Atterberg limits, and Particle Size Analysis
- Natural Moisture Content
- Standard Proctor
- California Bearing Ratio (CBR)
- Unconfined Compression Strength of Soil and/or Rock on select samples collected

The type and quantity of tests performed will be based on the actual subsurface conditions encountered in the field and the type and quality and quantity of testable samples obtained.

### Subtask 14.2 – Engineering Analysis

Engineering analyses will include consideration of rock cuts and rock slope stability, foundation design recommendations for the proposed new box culvert over Lick Creek, design recommendations for the proposed retaining wall on the south side of the road near Station 194+00, and general roadway design recommendations including subgrade support for pavement design and general slope stability.

### Subtask 14.3 – Deliverables

The deliverables for this project will consist of the following:

- Memorandum providing recommendations for fill placement and slope construction at Tract 89.  
Slope construction at this location is expected to occur prior to completion of the exploration.

In addition, a geotechnical report will be developed that will include the following:

- Executive Summary
- Introduction
- Geology
- Site Conditions
- Subsurface Exploration
- Subsurface Conditions

---

<sup>7</sup> We have assumed neither a SWPPP nor any other environmental permits will be needed.



## Old Lebanon Dirt Road Scope of Work

---

- Recommendations for foundation design associated with the new box culvert
- Recommendations for design parameters for the proposed retaining wall
- Recommendations for subgrade support values to be used in pavement design
- Recommendations for the repair of exposed karst features
- Appendix – Documents and supporting data including:
  - Boring Logs
  - Laboratory Testing Summary
  - Geotechnical Plans and Profile

### **Task 15 – Supplemental Services**

Any work requested by Mt. Juliet that is not included in Tasks 1-14 will be classified as Supplemental Services. Supplemental Services may include, but are not limited to the following:

- Resident Project Representative (RPR) services
- Excavation to expose existing utilities to verify exact location
- Phase II Environmental Testing (contamination analysis) and Hazardous Material Report
- Irrigation design
- Off-site (beyond corridor) utility design
- Preparation of applications and supporting documents for private and governmental grants

### **REIMBURSABLE EXPENSES:**

Project specific reimbursable expenses and charges shall include the following:

- Mileage
- Copying (large, bulk copying and full size plans)
- Exhibit and planset printing

**Old Lebanon Dirt Road  
Fee Estimate (Construction Plans through Bid/Award)**

**EXHIBIT B**

**WSP Team Fee Summary**

<b>Summary Totals</b>	
WSP Labor Total	\$ 529,804
WSP Direct Expenses	\$ 7,086
Subconsultants	\$ 231,070
<b>Total Fee (Through 15 Supplemental Services) =</b>	<b>\$ 767,960</b>

<b>Direct Expenses</b>	
Mileage (Reimbursed at \$0.66/mile)	\$ 452
Production/Printing - Public Meeting Materials	\$ 6,000
Miscellaneous	\$ 634
<b>Direct Expenses Total =</b>	<b>\$ 7,086</b>

<b>Subconsultants</b>	
Subconsultant - CIA (Task 4 Field Survey)	\$ 11,312
WSP USA Environment & Infrastructure, Inc - Geotech	\$ 73,350
WSP USA Environment & Infrastructure, Inc - Permitting	\$ 38,830
WSP USA Environment & Infrastructure, Inc - Drainage	\$ 107,578
<b>Subconsultants Total =</b>	<b>\$ 231,070</b>

**Old Lebanon Dirt Road  
Fee Estimate (Construction Plans through Bid/Award)**

**WSP Team Fee by Task**

	Percent by Phase	Totals
Task 1 - PM/Coordination	18.4%	\$ 141,595
Task 2 - Concept Phase	0.0%	\$ -
Task 3 - NEPA Phase	0.0%	\$ -
Task 4 - Field Survey	1.5%	\$ 11,312
Task 5 - Preliminary Design Phase	0.0%	\$ -
Task 6 - ROW Plans	0.0%	\$ -
Task 7 - Microstation/PDF	0.0%	\$ -
Task 8 - Appraisals	0.0%	\$ -
Task 9 - Acquisitions	0.0%	\$ -
Task 10 - Drainage Improvements	0.0%	\$ -
Task 11 - Permits	5.1%	\$ 38,830
Task 12 - Construction Plans	61.5%	\$ 472,621
Task 13 - Bid/Award Services	3.0%	\$ 23,166
Task 14 - Geotechnical Services	9.6%	\$ 73,350
Task 15 - Supplemental Services	0.0%	\$ -
Direct Expenses	0.9%	\$ 7,086
<b>Totals</b>	<b>100.0%</b>	<b>\$ 767,960</b>



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0601  
13.B.

**Agenda Date:** 3/25/2024

**Agenda #:**

---

**Title:**

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

## **RESOLUTION   -2024**

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

**WHEREAS**, the City of Mt. Juliet seeks to expediently remove and dispose of storm debris in the event of a tornado or severe weather; and

**WHEREAS**, the City of Mt. Juliet has procured the services of a company specializing in debris clearance, removal, and disposal (Contractor); and

**WHEREAS**, the City of Mt. Juliet desires to enter into an agreement with the Contractor; and

**WHEREAS**, the City of Mt. Juliet has procured the services of a consulting firm to monitor and handle the FEMA-required documentation and reporting of the storm debris cleanup (Consultant); and

**WHEREAS**, the City of Mt. Juliet desires to enter into an agreement with the Consultant;

**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 approve the agreements with the Contractor and the Consultant.

Section 2.     Mayor James Maness is hereby authorized to execute the said agreements with the Contractor and the Consultant.

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

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

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

PASSED:

---

James Maness, Mayor

ATTEST:

---

Sheila S. Lockett, MMC  
City Recorder

APPROVED AS TO FORM:

---

Kenneth Martin, City Manager

---

L. Gino Marchetti, Jr.  
Attorney

## **EXECUTIVE SUMMARY**

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

#### **Executive Summary**

**Purpose:** The purpose of these agreements is for tornado or severe weather preparedness and to have the resources on stand-by ready to respond to the cleanup efforts. There are two separate scopes of work as a part of this resolution. The first is for a contractor who would perform the actual work of removing and disposing of the debris.

In the event that the tornado or severe weather is eligible for reimbursement by FEMA, the second agreement is to hire a professional firm to handle all of the necessary paperwork and oversight required as part of receiving FEMA funds. This ensures that we limit our risk of losing any FEMA funds by not having the proper documentation in place.

**Contracts:** The contracts are attached to the resolution for your review and approval.

**Funding:** The City budgets \$50,000 each year for tornado debris cleanup in the event we experience a tornado or large storm event.

**Official Act:** This resolution is to provide formal support and to approve the agreements with the Contractor and the Consultant.

# Agreement for Disaster Debris Removal Services

RFB # P-437

**THIS** Agreement for Disaster Debris Removal Services (hereinafter, “Agreement”) is entered into by and between **Aftermath Disaster Recovery, Inc.** (hereinafter, “Primary Contractor”) and the **City of Mount Juliet, Tennessee** (“City”), effective on the date of its execution by the last party hereto, as set forth herein below.

**WHEREAS**, The contractor, **Aftermath Disaster Recovery, Inc** submitted a proposal in response to RFB: **DISASTER DEBRIS CLEARANCE, REMOVAL AND DISPOSAL**, and was subsequently selected by City as the Primary contractor for the project on **February 26, 2024**; and

**WHEREAS**, Primary Contractor and City wish to enter into this Agreement setting forth the terms and conditions under which Primary Contractor will provide City with to Disaster Debris Removal Services. The terms and conditions of this Agreement consist of:

- a. RFB **P-437 - DISASTER DEBRIS CLEARANCE, REMOVAL AND DISPOSAL**, (hereinafter, “Proposal”), which Proposal, including any and all Addenda thereto, is hereby fully incorporated into this Agreement by reference as if set forth verbatim;
- b. Contractor’s Response to Proposal (“Response “), dated **February 7, 2024**; and
- c. The body (Sections 1-22 below) of this Agreement.

**NOW, THEREFORE**, Contractor and City enter into this Agreement and agree as follows:

1. **Services.** Primary Contractor will perform Disaster Debris Removal Services in accordance with this Agreement, The Contractor agrees, at its own cost, to furnish all tools, labor, materials, equipment and vehicles necessary to accomplish the services in a good, sound, and workmanlike manner, in strict accordance with the terms and provisions of this Agreement.
2. **Agreement Sum.** The City shall pay the Contractor in current funds for the Contractor's performance of the Agreement and in accordance with the Terms and Conditions of the Proposal subject to additions and deductions.
3. **Term.** This Agreement is for twelve (12) months from notification by the City to the Contractor to commence and may be extended as an **option** and **by mutual agreement** for an additional   1   year, unless this Agreement is terminated pursuant to the provisions herein, whichever occurs first.
4. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. All of the



Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator.

5. **Independent Contractor.** Contractor will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of the Contractor be considered an employee of the City.
6. **Best Efforts to Minimize Costs to City.** Contractor shall use its best efforts to complete each assigned task in as economical a manner as possible and to minimize any charges incurred in connection therewith to the maximum extent possible, consistent with Contractor's other obligations under this Agreement.
7. **No Action, Suit, or Proceeding.** Contractor warrants that there is no action, suit, or proceeding, pending or threatened, that will have a material adverse effect on Contractor's ability to fulfill its obligations under this Agreement. Contractor further warrants that it will notify City immediately if Contractor becomes aware of any action, suit, or proceeding, pending or threatened, which will have a material adverse effect of Contractor's ability to fulfill the obligations under this Agreement.
8. **Warranty of Contractor's Financial Capability.** Contractor warrants that it is financially capable of fulfilling all requirements of this Agreement and that Contractor is a validly organized entity that has the authority to enter into this Agreement.
9. **Insurance.** Before activities can begin under this Agreement, the Contractor's insurance company(s) shall deliver a Certificate of Insurance, as proof of the required coverages, to the Contract Administrator. Additionally, the Certificate must state that the City will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in coverages, or intent not to renew any of the policies. The City must be named as an Additional Insured. The City must be given copies of all insurance policies within fifteen (15) days of the City's written request.
10. **Assignment.** No assignment of this Agreement or any right or interest therein by the Contractor is effective unless the City first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.
11. **Waiver.** No waiver of any breach of any term or condition of this Agreement, or Proposal, or the Contractor's proposal offer to the Proposal and Form waives any subsequent breach of the same.
12. **Compliance with Laws.** This Agreement is subject to all Federal Laws and laws of the State of Tennessee. All duties of the parties will be performed in the City. The applicable law for any legal disputes arising out of this Agreement is the law of The State of Tennessee and venue for such disputes is the appropriate district, county, or justice court.
13. **Licenses and Permit.** The Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, regulation of any regulatory body

having jurisdiction over the conduct of its operations hereunder.

14. **Subcontractors.** The Contractor may use subcontractors in connection with the work performed under this Agreement. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

Contractor shall make timely payments to all subcontractors supplying labor, materials, or equipment for the performance of this Agreement. City shall have no liability to any subcontractors in the event Contractor does not pay or delays payment to any subcontractors. **Contractor agrees to protect, defend, and indemnify the City from any claims or liability arising out of Contractor's failure to make such payments.** Contractor shall require all of its subcontractors to include in their subcontracts a release and indemnity in favor of City in substantially the same form as set out in Section 23 below.

15. **Amendments.** This Agreement may be amended only by written Agreement duly authorized by the parties hereto and signed by the parties.
16. **Termination.** The City may terminate this Agreement for Contractor's failure to perform the services specified in Proposal. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Agreement must give the Contractor five (5) workdays written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

Alternatively, the City may terminate this Agreement for no reason upon thirty (30) days written notice to the Contractor. However, the City may terminate the Agreement on twenty-four (24) hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out herein.

17. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes according to Circular E Employer's Tax Guide, Publication 15, as it may be amended. Upon request, the City shall be provided proof of payment of these taxes within fifteen (15) days of such request. Failure to pay or provide proof of payment is grounds for the City to immediately terminate this Agreement.
18. **Severability.** If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
19. **Entire Agreement.** This Agreement, including all Exhibits and attachments, constitutes the entire Agreement between the parties and supersedes any other Agreement concerning the subject matter of this transaction, whether oral or written.
20. **Binding Effect.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the

parties hereto, as well as the parties themselves.

21. **Notice.** Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is received on the day faxed or hand-delivered and on the third (3<sup>rd</sup>) day after deposit if sent certified mail.

Notice shall be sent as follows:

<b>City of Mount Juliet</b> <b>Address:</b> _____ _____ _____ _____	<b>Contractor: Aftermath Disaster Recovery, Inc</b> Name: Melanie Corley Title: President Address: 1826 Honeysuckle Lane, Prosper TX, 75078 Phone: 972-567-1489
---	--

22. **INDEMNIFICATION. CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND ITS ELECTED OFFICIALS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITEES) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEY AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS.**

**EXECUTED** on the dates set forth below.

**CONTRACTOR**

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

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

Printed Name & Title: \_\_\_\_\_

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

**CITY**

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

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

**ATTEST**

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

**APPROVED AS TO FORM**

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



Response to:

## **RFB: Disaster Debris Clearance, Removal and Disposal**

February 7, 2024 @ 10:15 AM CST

*Prepared for:*

*Mt. Juliet, Tennessee*

*Prepared by:*

**Aftermath Disaster Recovery**



## DEBRIS REMOVAL COST WORKSHEET

Category	Description	Unit	Proposed Cost
Vegetative Collect, Remove, &Haul	0-15 Miles from ROW to DMS	Cubic Yard	\$6.90
Vegetative Collect, Remove, &Haul	16-30 Miles from ROW to DMS	Cubic Yard	\$7.90
Vegetative Collect, Remove, &Haul	31-60 Miles from ROW to DMS	Cubic Yard	\$8.90
Vegetative Collect, Remove, & Haul	60+ Miles from ROW to DMS	Cubic Yard	\$10.90
Vegetative Collect, Remove, &Haul	Single Cost from ROW to DMS -Any Distance	Cubic Yard	\$10.90
Management and Reduction	Grinding and Chipping Vegetative Debris	Cubic Yard	\$2.25
Management and Reduction	Air Curtain Burning of Vegetative Debris (if applicable/allowed)	Cubic Yard	\$1.50
Management and Reduction	Open Burning of Vegetative Debris (if applicable/allowed)	Cubic Yard	\$1.00
Management and Reduction	Compacting Vegetative Debris	Cubic Yard	\$1.00
Management and Reduction	Preparation, Management, and segregating materials from recovery at DMS	Cubic Yard	\$1.50
C&D Collect, Remove, & Haul	0-15 Miles from ROW to DMS	Cubic Yard	\$6.90
C&D Collect, Remove, & Haul	16-30 Miles from ROW to DMS	Cubic Yard	\$7.90
C&D Collect, Remove, & Haul	31-60 Miles from ROW to DMS	Cubic Yard	\$8.90
C&D Collect, Remove, & Haul	60+ Miles from ROW to DMS	Cubic Yard	\$10.90
C&D Collect, Remove, & Haul	Single Cost from ROW to DMS -Any Distance	Cubic Yard	\$10.90
Final Disposal	0-15 Miles from DMS to Final Disposal	Cubic Yard	\$3.25
Final Disposal	16-30 Miles from DMS to Final Disposal	Cubic Yard	\$3.75
Final Disposal	31-60 Miles from DMS to Final Disposal	Cubic Yard	\$4.25
Final Disposal	60+ Miles from DMS to Final Disposal	Cubic Yard	\$5.40
Final Disposal	Single Cost from DMS to Final Disposal -Any Distance	Cubic Yard	\$5.40
Final Disposal	Tipping Fee (vegetative)	Cubic Yard	Passthrough
Final Disposal	Tipping Fee (Mix)	Cubic Yard	Passthrough
Final Disposal	Tipping Fee (C&D)	Cubic Yard	Passthrough

Category	Description	Unit	Proposed Cost
Tree Operations	Hazardous Trees 6"- 12" trunk diameter	Tree	\$95.00
Tree Operations	Hazardous Trees 13"- 24" trunk diameter	Tree	\$125.00
Tree Operations	Hazardous Trees 25"- 36" trunk diameter	Tree	\$315.00
Tree Operations	Hazardous Trees 37"- 48" trunk diameter	Tree	\$315.00
Tree Operations	Hazardous Trees 49"+ trunk diameter	Tree	\$315.00
Tree Operations	Trees with Hazardous Limbs Hanging Removal >2"	Tree	\$80.00
Tree Operations	Hazardous Stump Removal >24" up to 36"	Stump	\$185.00
Tree Operations	Hazardous Stump Removal >37" up to 48"	Stump	\$315.00
Tree Operations	Hazardous Stump Removal 49"+	Stump	\$315.00
Tree Operations	Stump Fill Dirt for Filling Stump Holes	Cubic Yard	\$10.00
Specialty Removal	Debris Removal from Waterways (canals, rivers, creeks, streams, & ditches)	Cubic Yard	\$25.00
Specialty Removal	Soil & Sand Collection and Screening (pick up, screen, return debris laden sand/mud/dirt/rock)	Cubic Yard	\$10.00
Specialty Removal	Vehicle Removal (if applicable/allowed)	Unit	\$200.00
Specialty Removal	Vessel Removal from Land (if applicable/allowed)	Unit	\$25.00
Specialty Removal	Vessel Removal on Water (if applicable/allowed)	Unit	\$25.00
Specialty Removal	Carcass Removal (animal remains that would decompose, fleshy matter)	pound	\$8.00
Specialty Removal	White Goods in ROW	Unit	\$50.00
Specialty Removal	Freon Management and Recycling	Unit	\$45.00
Specialty Removal	Demolition of Private Structure	Cubic Yard	\$28.00
Specialty Removal	Electronic Waste (TVs, computers, monitors, CRTs, laptops, household entertainment systems)	Pound/Unit	\$20.00/Unit
Specialty Removal	Silt Removal	Unit	\$5.00/CY
Specialty Removal	Putrescent Removal (debris that will decompose or rot similar to animals and organic flesh matter)	Pound	\$8.00
Specialty Removal	Bio-waste (waste capable of causing infection to humans like animal waste, blood, pathological wastes)	Pound	\$8.00
Specialty Removal	HHW Removal and Disposal	Pound	\$8.00
Specialty Removal	Snow Removal (Facilities)	Unit	\$95.00/hr
Specialty Removal	Snow Removal ROW	Unit	\$95.00/hr

Acronyms: ROW = Right of Way  
 DMS = Debris Management Site  
 HHW = Household Hazardous Waste

## **AGREEMENT FOR DEBRIS MONITORING, DISASTER RECOVERY, AND EMERGENCY PLANNING SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF MT JULIET, TENNESSEE, hereinafter referred to as the **City**, and GOODWYN, MILLS & CAWOOD, LLC, hereinafter referred to as the **Consultant**, for one (1) year with the option to renew for four (4) consecutive one (1) year periods, under the same terms and conditions.

WHEREAS, the City desires to have professional services and consultation performed relative to General Disaster Recovery Work, which will consist of professional services for projects that do not require preparation of construction documents for public bid;

WHEREAS, Consultant has the necessary skills, experience, and resources to perform the necessary services and the City has so determined to engage Consultant for same pursuant to a competitive procurement process;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the City and Consultant do agree, each with the other, as follows:

### **ARTICLE 1. Basic General Disaster Recovery Services.**

Consultant shall provide management, administrative, and legal support of program activities as needed to recover costs under the Federal Emergency Management Agency (FEMA)'s Recovery Programs and assist with project development. Services shall include:

- Phase I: Scoping and Planning
  - Work with the City to identify eligibility & track costs that are eligible for reimbursement for the City of Mt. Juliet, TN, GA
  - Attend applicant briefings and kickoff meetings
  - Attend site visits with FEMA and state representatives, as necessary
  - Review procurement procedures for compliance with federal, state and local procurement regulations
  - Provide guidance with all document reporting requirements
- Phase II: Project Formulation & Project Worksheet Preparation
  - Prepare and coordinate the development of summaries of documentation to support Project Worksheets (PW's) and versions submitted for the City
  - Assist the City in responding to FEMA document requests and questions
  - Provide technical support on documentations and compliance requirements, including environmental issues, historical preservation issues, and strategic approaches to Section 404 and 406 mitigation grants
  - Provide strategic assistance to address unique needs that are not satisfied by routine disaster assistance programs and assist with FEMA reimbursement for Alternate and Improved Projects
  - Work with and provide oversight to departments as needed to assist the City through the process
  - Prepare the City personnel for meetings and attend meetings as needed with FEMA, State and other funding agencies
  - Attend periodic status meetings with the City as requested.
- Phase III: Appeals and Closeout
  - Review appropriate documentation for justification of project extension, if needed
  - Review compliance with contracting requirements
  - Review compliance with procurement regulations
  - Prepare and file any appeals deemed necessary by the City in accordance with FEMA regulations
  - Identify procedures to detect improper payments, expenses, and contracts that could result in refunds of de-obligations
  - Reconcile all Large Projects and prepare closeout packages for FEMA



## **. Disaster Debris Monitoring Services**

GMC will provide disaster debris monitoring services to include debris generated from the public rights-of-way, and other public, eligible, or designated areas. Specific services may include:

- Coordinating daily briefings, work progress, staffing, and other key items with the City.
- Selection and permitting of DMS locations and any other permitting/regulatory issues as necessary.
- Scheduling work for all team members on a daily basis.
- Hiring, training, scheduling, and managing field staff.
- Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
- Assisting the City with responding to public concerns and comments.
- Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- Entering load tickets into a database application.
- Maintaining of source documentation (such as load tickets).
- Developing daily operational reports to keep the City informed of work progress.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City/County for processing.
- Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by City/County staff and designated debris removal contractors.

## **ARTICLE 2. Partners**

- C&P Resiliency Group – CDBG-DR Management

## **ARTICLE 3. Responsibilities of the City**

The City agrees to provide Consultant with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The City shall provide all criteria and complete information as to the City's requirements for the Project and shall furnish all design and construction standards which the City will require to be included in any reports.
- 3.2 The City will assist the Consultant by placing at the Consultant's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property to perform surveying, testing and other data collection as required for Consultant to perform services under this Agreement. City shall appoint and designate in writing a person to act as City's site access representative for such purpose, and shall include contact information for the individual so designated.
- 3.5 Designate, in writing, a single person to act as the City's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.

- 3.6 The City shall provide such accounting; independent cost estimating and insurance counseling services as may be required for the Project. The City shall also provide such legal services as the City may require or the Consultant may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the Consultant to carry out its obligations under this Agreement. It is expressly understood and agreed that the Consultant itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.

#### **ARTICLE 4. Compensation**

- 4.1 For General Consulting Services, the City will pay Consultant based on an hourly basis as set forth in Exhibit "A", Goodwyn, Mills and Cawood, LLC Rate and Fee Schedule. Exhibit "A" shall be periodically amended, as mutually agreed, to reflect changes in Goodwyn, Mills and Cawood, LLC Rate and Fee Schedule. Fees shall be paid in monthly installments.
- 4.2 Invoices are due and payable within 30 days of receipt. If City fails to make any payment due Consultant for services and expenses within 30 days after receipt of Consultant's invoice therefore, the amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Consultant may, after giving seven days written notice to City, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

#### **ARTICLE 5. Relationship of the Parties**

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The Consultant is a professional corporation and is not an agent or employee of City for any purpose. The Consultant cannot and will not represent that he has the authority to bind City in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that Consultant may serve as the City's representative with full authority to participate therein as designated in Article 1, above.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Consultant and not for the benefit of any other party.
- 5.4 The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partner s, successors, executors, administrations , legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the City nor the Consultant shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent professional associates, consultants, subcontractors, and vendors as the Consultant may deem appropriate to assist in the performance of services hereunder, following a request to City to consent thereto, which consent City will not unreasonably refuse.
- 5.6 Consultant may employ such independent professional associates, consultants, subcontractors, and vendors as the Consultant may deem appropriate to assist in the performance or furnishing of services under this Agreement upon the consent of City, which

consent City shall not unreasonably refuse. Consultant shall not be required to employ any consultant unacceptable to Consultant.

- 5.7 Consultant agrees to indemnify, and save City, its officers, agents and employees harmless from any and all claims for losses, liabilities, damages, claims, demands, suits, actions, proceedings, and expenses, including court costs and reasonable attorney's fees arising from the negligent acts or omissions of the Consultant.

#### **ARTICLE 6. Ownership and Use of Project Documents**

- 6.1 All documents are instruments of service in respect to the Services, and Consultant shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 City may make and retain copies of documents for information and reference in connection with the services by City. Such documents are not intended or represented to be suitable for reuse by City or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant or to Consultant's consultants. City shall indemnify and hold harmless Consultant and Consultant's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.
- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

#### **ARTICLE 7. Liability and Indemnity**

- 7.1 The Consultant will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the Consultant.
- 7.2 City may not utilize Consultant's cost estimate after thirty calendar days from the date of delivery to City without Consultant's written consent. Estimates of cost are made on the basis of the Consultant's experience, qualifications, and professional judgment, but since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, Consultant cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by Consultant. Approvals, recommendations, estimates and decisions by the Consultant are made on the basis of the Consultant's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.
- 7.3 In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement. Except for claims made pursuant to 5.7 above, Consultant's liability to City of Mt. Juliet shall not exceed the contract price for the specific goods and services upon which the claim is based, except for claims covered by insurance.

- 7.4 Any and all liability resulting from conditions not created or caused to be created by the Consultant shall not be the liability of the Consultant.

#### **ARTICLE 8. Termination**

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due Consultant at such time shall be computed upon applicable terms of Article 4, the amount of work completed by Consultant as of the termination date and Consultant's reasonable cost of winding down its services after termination.

#### **ARTICLE 9. Insurance**

- 9.1 The Consultant shall take out and maintain, and shall require any subcontractor to take out and maintain, throughout the period of this Agreement, including any work or service conducted as a result of said Agreement, insurance of the following minimum types and amounts to protect the Consultant and City:
- 9.1.1 Commercial General Liability Insurance, including Contractual Liability, Completed/Products, and Consultants Protective Liability, if subcontractors are used, with limits for Bodily Injury, including Death and Property Damage, in the amount of \$1,000,000 each occurrence and \$2,000,000 General Aggregate and Products/Comp Aggregate. City of Mt. Juliet should be named as an ADDITIONAL INSURED as per CG20 10 or equivalent and per CG20 37 or equivalent.
  - 9.1.2 Automotive Liability including Owned, Non-owned and Hired Vehicles: Limits for Bodily Injury in the amounts of \$1,000,000 each person, \$1,000,000 each occurrence, and property damage \$1,000,000 each occurrence. City of Mt. Juliet should be named as ADDITIONAL INSURED on the auto policy per CA 20 48 or equivalent.
  - 9.1.3 Worker's Compensation Statutory limits for State(s) in which work will be performed, including Employers' Liability of \$500,000 each accident, \$500,000 disease-each employee and \$500,000 disease-policy limits.
  - 9.1.4 Professional Liability insurance with limits of \$1,000,000 in the aggregate covering Consultant against all sums which Consultant may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.
- 9.2 Consultant agrees to provide City with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to City in the event of cancellation, non-renewal, or reduction in limits by endorsement.

#### **ARTICLE 10. Additional Federal Terms and Provisions**

- 10.1 Consultant is hereby informed and acknowledges that the City intends to submit all or part of the costs incurred under this Agreement for payment or reimbursement using federal grant funds. As such, to the extent the costs are submitted under any federal grant and as may be applicable, Consultant agrees to comply with the additional terms and conditions included in the attached Exhibit "B" Federal Terms and Provisions.

#### **ARTICLE 11. Miscellaneous**

- 11.1 This Agreement represents the entire and integrated Agreement between the City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the City and the Consultant.

- 11.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 11.3 It is expressly understood and agreed that the obligations of this Agreement, as well as the Consultant's proprietary interest in its Consulting plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 11.4 This Agreement is to be governed by the laws of the State of Tennessee.

[SIGNATURE PAGE TO FOLLOW]

WHEREFORE, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

**OWNER:**

City of Mt. Juliet.

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

\_\_\_\_\_

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

**CONSULTANT:**

GOODWYN, MILLS & CAWOOD, LLC

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

Robert Ramsey

Title: EVP Disaster Recovery

**Exhibit "A"**  
**Goodwyn, Mills and Cawood, LLC Rate and Fee Schedule**

To the extent that the City of Atmore requests GMC's assistance, the following positions and hourly rates shall apply. The fees for these services will be provided on time and materials basis plus reasonable expenses directly related to the services furnished under the resulting agreement. Non-labor expenses shall be invoiced as follows: 1) travel expenses including airfare and car rental shall be invoiced at cost, without mark-up; 2) lodging shall be invoiced up to the per diem rate according to the GSA rates established at [www.gsa.gov](http://www.gsa.gov); 3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); 4) mileage shall be invoiced at the federally published rate; 5) other expenses as may be applicable to the project and preapproved by GMC and the city shall be invoiced at cost, without mark-up.

**Hourly Rate Schedule for  
Grant Application, Administration & Management Services**

<b>DEBRIS MONITORING STAFF</b>	
Project Manager	\$62.00
Operation Manager	\$47.00
FEMA Specialist	\$130.00
Field Supervisor	\$42.00
Feld Inspector/Debris Monitor	\$32.00
Tower Monitor	\$32.00
Data Manager	\$32.00
Clerical	\$32.00
<b>PUBLIC ASSISTANCE STAFF (as needed)</b>	
Emergency Planner	\$120.00
PA Project Manager	\$190.00
ENV/GIS Specialist	\$110.00
Data Manager	\$100.00
<b>ADDITIONAL SERVICES AS NEEDED</b>	
(see GMC standard Rates and Fee Schedule on the next page)	

## Standard Rate and Fee Schedule

### Standard Hourly Rates

Principal (Architect/ Engineer/ Interior Designer/ Scientist)	\$ 250.00
Executive VP/ Senior VP	\$ 225.00
Vice President	\$ 200.00
Senior Professional (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional II (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 175.00
Professional I (Architect, Engineer, Interior Design, Scientist, Project Manager)	\$ 150.00
Intern II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 130.00
Intern I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 110.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech., Inspector)	\$ 80.00
Executive Administrative Assistant	\$ 80.00
Administrative Assistant II	\$ 70.00
Administrative Assistant I	\$ 60.00
Surveying:	
Professional Land Surveyor	\$170.00
Field Crew Supervisor	\$150.00
Survey Crew (two-man survey crew)	\$150.00
Survey Crew (three-man survey crew)	\$185.00
Survey Crew (four-man survey crew)	\$215.00
GPS equipment	\$250.00 per day



## **Federal Terms and Provisions**

### **1. Access to Records. The following access to records requirements apply to this Agreement in addition to any requirements that may be elsewhere imposed:**

- 1.1. Consultant agrees to provide City, the Comptroller General of the United States, or any of their authorized representatives or designees, access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant shall keep its books, documents, papers, and records available for this purpose for at least five years after this Agreement terminates or expires or such longer time as requested by City at any time prior to the expiration of the then applicable time frame. This provision does not limit the applicable statute of limitations.
- 1.2. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 1.3. Consultant agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement, if applicable.
- 1.4. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Consultant does not transfer the records to City or any authorized or designated federal representative.

### **2. Environmental Compliance.**

- 2.1. Consultant shall comply with all applicable standards, ordered, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- 2.2. Consultant shall report all violations to City, any applicable State agencies, and the regional office of the Environmental Protection Agency.
- 2.3. Consultant shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.
- 2.4. Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201 et seq.).

### **3. Contract Work Hours and Safety Standards Act.**

- 3.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 3.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3.3. Withholding for unpaid wages and liquidated damages. The applicable federal funding agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

3.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3.3.1) through (3.3.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3.3.1) through (3.3.4) of this section.

**4. Equal Employment Opportunity. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3. To the extent the Agreement meets this definition, Consultant agrees as follows:**

4.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

4.2. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

4.3. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

4.4. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4.5. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4.6. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 4.7. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 4.8. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 4.9. The contractor will include the portion of the sentence immediately preceding paragraph 2.4.1 and the provisions of paragraphs 4.4.1 through 4.4.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

**5. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

- 5.1. If Consultant intends to subcontract any portion of the work covered by this Agreement, Consultant must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:
- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
  - Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **6. Immigration and Nationality Act.**

- 6.1. Consultant agrees to comply with the terms of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act.

## **7. Administrative Remedies for False Claims and Statements.**

- 7.1. Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this Agreement.

## **8. Remedies.**

- 8.1. If any work performed and/or goods delivered by Consultant fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, City may in its sole discretion:
- elect to have Consultant re-perform or cause to be re-performed, at Consultant's sole expense, any of the work which failed to meet the requirements of the Agreement;
  - in the case of goods, reject the goods and require Consultant to provide replacement goods that meet the needs of City and the terms of the Agreement;
  - hire another contractor to perform the work and deduct any additional costs incurred by City as a result of substituting contractors from any amounts due to Consultant; or
  - pursue and obtain any and all other available legal or equitable remedies.
- 8.2. This Section shall in no way be interpreted to limit City's right to pursue and obtain any and all other available legal or equitable remedies against Consultant.

## **9. Compliance with Applicable Laws.**

- 9.1. Consultant agrees to be bound by the terms of the Federally-Funded Subaward and Grant Agreement between City and FEMA and/or the State of Tennessee and any of its agencies if applicable.
- 9.2. The Consultant agrees to be bound by all applicable state and federal laws, regulations, and Executive Orders.

## **10. Suspension and Debarment**

- 10.1. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Consultant can verify its status and the status of its principals, affiliates, and subcontractors at [www.SAM.gov](http://www.SAM.gov).
- This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - This certification is a material representation of fact relied upon by the City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

## **11. Byrd Anti-Lobbying Amendment.**

- 11.1. Consultants who apply or bid for an award of \$100,000 or more shall file the required certification found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

(to be submitted with each bid or offer exceeding \$100,000)

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Consultant, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_ Date \_\_\_\_\_

Signature

Name:

Title:



# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0531  
14.A.

**Agenda Date:** 3/25/2024

**Agenda #:**

---

**Title:**

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

THE MAILING, DELIVERY OR NEGOTIATION OF THIS AGREEMENT BY EITHER PARTY, THEIR RESPECTIVE AGENTS OR ATTORNEYS SHALL NOT BE DEEMED AN OFFER BY SUCH PARTY TO ENTER INTO ANY TRANSACTION OR TO ENTER INTO ANY OTHER RELATIONSHIP WITH THE OTHER, WHETHER ON THE TERMS CONTAINED HEREIN OR ON ANY OTHER TERMS. THIS AGREEMENT SHALL NOT BE BINDING UPON EITHER PARTY IN ANY WAY WHATSOEVER, NOR SHALL EITHER PARTY HAVE ANY OBLIGATIONS OR LIABILITIES OR EITHER PARTY ANY RIGHTS WITH RESPECT THERETO, NOR SHALL BUYER HAVE ANY RIGHTS TO THE PROPERTY, UNLESS AND UNTIL THIS AGREEMENT HAS BEEN FULLY EXECUTED AND DELIVERED BY BOTH PARTIES. UNTIL SUCH EXECUTION AND DELIVERY OF THIS AGREEMENT, EITHER PARTY MAY TERMINATE ALL NEGOTIATION AND DISCUSSION OF THE SUBJECT MATTER HEREOF AT ANY TIME, WITHOUT CAUSE AND FOR ANY REASON OR NO REASON, WITHOUT RECOURSE OR LIABILITY.

### **AGREEMENT OF SALE**

THIS AGREEMENT OF SALE (this “**Agreement**”) is made this \_\_\_\_ day of March 2024, between the **CITY OF MT. JULIET**, a \_\_\_\_\_ (the “**Seller**”), and **TOLL BROS., INC.**, a Pennsylvania corporation, or its permitted assignee (“**Buyer**”).

#### **WITNESSETH:**

In consideration of the covenants and provisions contained herein, and subject to the terms and conditions hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. Sale. Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase from Seller, all that tract or parcel of land containing approximately 29.7 acres, identified as Parcel # 095054 08203, located in the City of Mt. Juliet, Wilson County (“**County**”), Tennessee, and being more particularly described in Exhibit “A” attached hereto and by this reference made a part hereof (the “**Property**”). The Property includes (i) all tenements, hereditaments, appurtenances, easements, covenants, permits, approvals, escrows and other rights arising from or appertaining to the land; (ii) all structures, fixtures, systems, improvements, topsoil, trees, shrubbery and landscaping situated on, in or under or used in connection with the land, including the rights to any land lying in the bed of any street, road, avenue, or way, open or proposed in front of or otherwise adjoining the land; (iii) all agreements that are in force and effect and benefit the Property; (iv) all intangible property now or hereafter owned by Seller and used by Seller in the ownership or operation of the Property; and (v) all surveys, plans, specifications, reports and other engineering and/or environmental information to which Seller has ordered and paid for regarding the Property (together, “**Seller’s Plans**”). Seller shall provide to Buyer within five (5) business days of the Effective Date copies of Seller’s Plans, including but not limited to all environmental reports and soils reports, currently in the possession of or, to Seller’s knowledge, available to Seller.
2. Purchase Price.
  - A. The Purchase Price for the Property to be paid by Buyer to Seller at the Closing and consummation of the purchase and sale of the Property as contemplated herein (hereinafter referred to as the “**Closing**” and the date of such Closing hereinafter referred to as the “**Closing Date**”) shall be Eight Hundred Ninety-One Thousand and 00/100 Dollars (\$891,000.00).



B. The Purchase Price is paid as follows:

- (i) Within ten (10) business days of the full execution of this Agreement, Buyer shall deliver to Title Company, as escrow agent, Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (such amount and any interest thereon shall hereinafter be referred to as the “**Initial Deposit**”) to be held in escrow in accordance with the terms of this Agreement.
- (ii) Within ten (10) business days following the expiration of the Due Diligence Period, Buyer shall deliver to Title Company, as escrow agent, an additional Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (such amounts and any interest thereon shall hereinafter be referred to as an “**Additional Deposit**”). The Initial Deposit and the Additional Deposit are collectively referred to herein as the “**Deposit**.” The Deposit shall be credited against the Purchase Price at Closing. The Deposit shall be nonrefundable to the Buyer following the Due Diligence Period other than for “Seller’s Default” as defined hereinbelow.
- (iii) At Closing, Buyer shall pay to Seller the balance of the Purchase Price net of the Deposit that shall be released to the Seller by the Escrow Agent.

3. Title.

- A. At Closing, Seller shall convey the Property to Buyer free and clear of all liens, encumbrances, restrictions, covenants and easements, EXCEPTING HOWEVER, the Permitted Exceptions (as hereinafter defined); otherwise title to the Property shall be good and marketable fee simple title and such as will be insured by McMichael & Gray, P.C. (the “**Title Company**”), a title company licensed to do business in the State of Tennessee, at the Title Company’s regular rates, subject only to such matters reflected on the Title Commitment (as hereinafter defined) which are not disapproved by Buyer in accordance with Section 3(b) below (the “**Permitted Exceptions**”). Seller shall provide to the Title Company such releases, documents, indemnities and affidavits (including an affidavit of title) as shall be usual and customary in the State of Tennessee for the Title Company to eliminate any standard or printed exceptions and for the Title Company to otherwise insure title to the Property as provided herein. Seller shall also provide to the Title Company a form 1099-S information return relating to the Property.
- B. During the Due Diligence Period, Buyer shall, at its expense, obtain from the Title Company a commitment for title insurance in an amount not less than the Purchase Price (the “**Title Commitment**”), and may, at its option, obtain from a licensed land surveyor or registered civil engineer acceptable to Buyer a survey of the Property

(the “**Survey**”). Prior to the expiration of the Due Diligence Period, Buyer shall deliver to Seller written notice of any matters affecting title to the Property and disclosed in the Title Commitment and/or the Survey (if any) which Buyer disapproves (such disapproved title matters, “**Title Defects**”). The failure of Buyer to deliver such written notice prior to the expiration of the Due Diligence Period shall be deemed to constitute Buyer’s approval of the condition of title of the Property as shown in the Title Commitment and the Survey (if any), excepting any matter(s) susceptible of satisfaction and removal at or prior to the Closing by the payment of money, including without limitation unpaid mortgages, judgments, taxes, sewer and water charges, and assessments (each a “**Liquidated Lien**”; collectively, the “**Liquidated Liens**”), which Liquidated Liens Seller shall satisfy at or prior to the Closing. If Buyer timely delivers written notice of any Title Defect to Seller as provided above, Seller shall notify Buyer within ten (10) days of receiving Buyer’s notice whether Seller will cure the Title Defects at or prior to the Closing; provided, however, that Seller shall be obligated to satisfy any Liquidated Liens in any event. Seller’s failure to deliver such written notice as provided above shall be deemed to constitute Seller’s election to cure all Title Defects. If Seller has elected not to cure the Title Defects, then Buyer may, at its sole option, elect, by delivering written notice thereof to Seller within ten (10) days after Buyer’s receipt of Seller’s notice, to either:

- (i) waive the Title Defects and to accept title to the Property subject to the Title Defects, provided that Seller shall pay or satisfy all Liquidated Liens at the Closing; or
- (ii) terminate this Agreement, in which event the Deposit shall immediately be returned to Buyer. Upon such termination, this Agreement shall be null and void and the parties shall have no further liability or obligation hereunder.

4. Closing. Subject to Section 16 hereof, Closing shall take place at the offices of McMichael & Gray, PC, 22 Century Boulevard, Suite 450, Nashville, Tennessee 37214, or at such other place as Buyer and Seller may agree upon in writing, upon at least ten (10) days’ prior written notice from Buyer to Seller, on or prior to the date which is thirty (30) days following satisfaction of the conditions to Closing, but in no event later than twelve (12) months following the expiration of the Due Diligence Period (“**Outside Closing Date**”). In the event conditions to Closing have not been met by the Outside Closing Date, Buyer shall have the option to either (i) waive the unmet condition(s) and proceed to Closing in accordance with the terms of this Agreement, or (ii) terminate this Agreement, and the parties shall have no further rights or obligations to the other except as expressly set forth in this Agreement.
5. Possession. Seller shall deliver exclusive possession of the Property to Buyer at Closing, free of all leases and other occupancy rights, by limited warranty deed containing covenants of further assurances, in form and content reasonably satisfactory to Buyer.
6. Apportionments.

- A. Seller shall pay for:
- (i) the cost of any Tennessee transfer taxes;
  - (ii) the cost of recording curative instruments, lien releases and any other documents, other than the Deed; and
  - (iii) the cost of Seller's attorney's fees.
- B. Buyer shall pay for:
- (i) the cost of any local recording fees associated with the deed;
  - (ii) the cost of any title search fees and premiums for title insurance Buyer elects to obtain;
  - (iii) the cost of Buyer's attorney's fees, settlement fees and escrow fees; and
  - (iv) the cost of all tests and inspections performed by or for Buyer.
7. Formal Tender Waived. Formal tender of an executed deed and purchase money is hereby waived in order to declare default.
8. Buyer's Default. Should Buyer fail to perform any of its obligations under this Agreement within thirty (30) days after receipt of written notice from Seller (or in the event of a monetary default, ten (10) days after receipt of written notice from Seller), then this Agreement shall terminate and receipt of the Deposit (to the extent paid by Buyer at the time of the default) shall be Seller's sole and exclusive remedy for such breach as liquidated damages. The parties hereto agree that the actual damages to Seller in the event of a Buyer default are impractical and difficult to ascertain and the Deposit amount is a reasonable estimate thereof.
9. Seller's Default. Should Seller fail to perform any of its obligations under this Agreement within thirty (30) days after receipt of written notice from Buyer, then this Agreement shall terminate and a refund of the Deposit shall be Buyer's sole and exclusive remedy for such breach as liquidated damages. The parties hereto agree that the actual damages to Buyer in the event of a Seller default are impractical and difficult to ascertain and the Deposit amount is a reasonable estimate thereof.
10. Condemnation; Casualty
- A. All risk of loss or damage to the portion of the Property not yet purchased by Buyer by casualty of any nature prior to Closing shall be borne by Seller.
- B. If, prior to Closing, any material portion of the Property not yet purchased by Buyer is condemned or destroyed ("material portion" as used in this paragraph shall mean a taking or casualty resulting in the loss of one (1) or more Lots, then Buyer shall have the option of (i) terminating this Agreement, or (ii) not terminating the Agreement and proceeding with the Closing, in which event the entire condemnation or insurance proceeds, shall be delivered to Buyer at Closing

hereunder (and, in connection with the foregoing, Seller expressly acknowledges and agrees that the foregoing insurance or condemnation proceeds shall not be applied to restoration of the Property without Buyer's prior written consent, given or withheld in Buyer's sole discretion), or, if they have not yet been paid, the right to receive such proceeds shall be assigned to Buyer at the Closing hereunder by instrument acceptable to Buyer. Buyer shall exercise its option within thirty (30) days after it receives notice from Seller of any such condemnation or casualty.

11. Compliance with Notices, Ordinances. At all times prior to the Closing Seller shall comply with applicable federal, state or local laws, ordinances, rules or regulations affecting the Property ("**Applicable Laws**") and all notices given by any governing authority relating to the Property.
12. Brokers. Each party represents to the other that it has dealt with no brokers, agents or finders in connection with the transactions contemplated other than any brokers that Seller has worked with in this transaction. This Section 12 shall survive Closing or the earlier termination of this Agreement.
13. Due Diligence Period. Between the time of execution of this Agreement and the Closing, Seller agrees that Buyer, its representatives and consultants shall have the right to enter upon the Property to perform engineering, survey, environmental, subsurface and such other feasibility studies as Buyer determines in its sole discretion. Buyer and Seller further agree that within ninety (90) days after the date of this Agreement, as defined below, (the "**Due Diligence Period**"), should Buyer desire not to purchase the Property as a result of its studies or for any other reason whatsoever, Buyer shall have the right to terminate this Agreement upon written notice to Seller, in which case the Deposit shall be returned to Buyer, this Agreement shall be deemed null and void and there shall be no further liability of the parties hereunder. Failure to notify Seller prior to the expiration of the Due Diligence Period shall act as Buyer's election to waive this contingency. If Buyer causes any damage to the Property as a result of its studies performed pursuant to this Section, and Buyer elects not to purchase the Property, Buyer shall reasonably repair such damage. However, Buyer shall have no obligation to repair any damage that results from Seller's actions or relates to the discovery of a pre-existing condition of the Property.
14. Seller's Representations, Warranties and Covenants. Seller covenants, represents and warrants to Buyer as follows (each such representation and warranty being true and correct as of the date of this Agreement and shall be true and correct on the date of Closing with respect to the portions of the Property not yet purchased by Buyer):
  - A. Seller is the sole legal owner of the Property in fee simple and the Property is not subject to any occupancy right, lease, option, right of first refusal or other agreement of sale. Seller is duly organized and validly existing in good standing under the laws of its jurisdiction of organization, and is qualified to do business and is in good standing in the jurisdiction where the Property is located. Seller has the full power and authority to execute, deliver and perform this Agreement and all agreements and documents executed in connection with this Agreement. The

person who has executed this Agreement on behalf of Seller has the authority to do so.

- B. There is no action, suit or proceeding pending or, to the best of Seller's knowledge, threatened against or affecting Seller or the Property or relating to or arising out of the ownership of the Property, including without limitation, general or special assessment proceedings of any kind, or condemnation or eminent domain actions or proceedings of any kind.
- C. Neither the entering into of this Agreement, the consummation of the sale, nor the conveyance of the Property to Buyer, has or will constitute a violation or breach of any of the terms of any contract or other instrument to which Seller is a party or to which Seller or the Property is subject.
- D. To Seller's knowledge, no portion of the Property contains any substance which may be classified as a hazardous, toxic, chemical or radioactive substance, or a contaminant or pollutant (together, "**Hazardous Substances**") under Applicable Laws, or which may require any cleanup, remediation or other corrective action pursuant to Applicable Laws. Seller has not used, or permitted any third party to use, nor to Seller's knowledge has any other person or entity used, any portion of the Property for the purpose of storage, generation, manufacture, disposal, transportation or treatment of any such Hazardous Substances in violation of Applicable Laws. Further, to Seller's knowledge no underground storage tanks are, or have in the past been, located at the Property.
- E. Except for this Agreement and matters of record, there are no commitments, contracts, or agreements affecting the Property or Seller's ownership thereof. Seller has performed all obligations under and is not in default in complying with the terms and provisions of any of the utility easements and restrictions of record affecting the Property.
- F. No notice by any governmental or other public authority has been served upon Seller or to Seller's knowledge to anyone on Seller's behalf, relating to violations of any applicable housing, building, safety, fire or other ordinances or any other Applicable Laws.
- G. Seller's Plans have been provided to Buyer on or before the date of this Agreement in accordance with Section 1 above and have been paid for in full by Seller. Seller represents that the Seller's Plans are complete.
- H. No portion of the Property has been used by Seller, or to Seller's knowledge by any third-party, for the disposal of any trash, debris, building materials or organic material (including without limitation trees and stumps), and the Property contains no dumps or other accumulation of such materials.

- I. Except for this Agreement, utility easements and restrictions of record, there are no commitments, contracts, or agreements affecting the Property. Seller has performed all obligations under and is not in default in complying with the terms and provisions of any of the utility easements and restrictions of record affecting the Property.
15. Operations Pending Closing. Between the date of execution of this Agreement and Closing date with respect to the portions of the Property not yet purchased by Buyer:
- A. Seller shall maintain the Property in its present state of repair and in substantially the same condition as on the date hereof.
  - B. Seller shall not enter into any lease, agreement of sale or purchase option for the Property or any portion thereof, and shall not enter into any other agreement or contract affecting the Property. Seller shall not grant any easements or further encumber the Property, without the prior written consent of Buyer.
  - C. Seller shall comply with all covenants, conditions, restrictions, laws, statutes, rules, regulations and ordinances applicable to the Property.
  - D. Seller shall not use, manufacture, store, generate, handle, or dispose of any Hazardous Substances at the Property, or use or permit the Property to be used for such purposes, or emit, release or discharge any such Hazardous Substances into the air, soil, surface water or groundwater comprising the Property.
  - E. Seller shall not, and shall not permit any other party to, remove or damage any structures, fixtures, systems, improvements, standing trees, shrubbery, plants, landscaping or soil now in or on the Property during the term of this Agreement. Seller shall not, and shall not permit any other party to, dispose of any trash, debris, building materials or organic material (including without limitation trees and stumps) on the Property.
  - F. Seller shall cooperate in good faith with Buyer's efforts to apply for and pursue at Buyer's sole cost and expense final and unappealable: (i) PUD zoning approval permitting Buyer's proposed use and layout of the Property ("**PUD Zoning Approval**"), (ii) preliminary and final subdivision plan approval for a minimum of thirty-three (33) lots with a minimum width at the building setback line of eighty-five feet (85') for twenty-four (24) lots and fifty-six feet (56') for nine (9) lots on which a single-family detached dwelling may be constructed ("**Lot**" or "**Lots**") ("**Subdivision Plan Approval**"), (iii) and all other permits and approvals necessary for it to be able to commence development on the Property and, following such development, apply for and obtain building permits and occupancy permits, including, but not limited to receipt of final, unappealable approval of all subdivision, land development and other land use approvals from the City of Mt. Juliet Planning Commission, City of Mt. Juliet City Commission, and all other regulatory and governmental agencies necessary for Buyer to construct a residential

subdivision on the Property (“**Governmental Approvals**”). The PUD Zoning Approval, Subdivision Plan Approval, and Governmental Approvals are collectively referred to herein as the “**Approvals**.” The Approvals shall be subject only to such conditions as are consented to by Buyer. Buyer expressly and unequivocally agrees and understands Seller is a governmental body and, therefore, cannot guarantee any Governmental Approvals or Approvals that would require Seller to abrogate its duties regarding the safety and welfare of Seller or its citizens.

16. Conditions to Buyer’s Obligations.

- A. Buyer’s obligation to complete Closing under this Agreement is expressly conditioned upon the following, and Buyer shall have the further right, exercisable at any time and from time to time, to waive any one or more of such conditions (in whole or in part) without affecting any of Buyer’s other rights, conditions or obligations:
- (i) All representations and warranties of Seller herein being true and correct at the time of Closing;
  - (ii) Seller having performed all of its covenants and obligations hereunder;
  - (iii) The receipt by Buyer of the Approvals for the Property for a minimum of thirty-three (33) Lots;
  - (iv) The receipt by Buyer of all written agreements, arrangements and other evidence satisfactory to Buyer to the effect that (a) public sewer treatment and capacity is immediately available from the County and/or any applicable authorities and agencies on a permanent basis for the effluent from the Property as intended to be developed, (b) sufficient public water and storm drainage are immediately available to service adequately, as determined by Buyer in Buyer’s sole discretion, the Lots intended to be developed on the Property, and (c) electric, cable, gas and other utilities are available at the Property, all of (a), (b) and (c) at connecting fees and expenses that are not greater than those which are customary and ordinary for similar developments in the County in effect on the date of this Agreement;
  - (v) The receipt by Buyer of all permits, licenses, easements, variances, certificates, exceptions, authorizations, approvals, agreements and changes (excluding building permits which Buyer shall obtain) as may be required for the lawful construction, installation, maintenance and operation of the homes on each of the Lots, all in accordance with Buyer’s plans, specifications and procedures; and
  - (vi) No Hazardous Substances exist on the Property in violation of Applicable Laws.

- B. The conditions set forth in Section 16(a)(iii) through and including (v) shall be final and unappealable at the time of Closing and shall be subject only to such conditions as Buyer approves in Buyer's sole discretion.
- C. If on or before the Outside Closing Date, all contingencies and conditions specified herein are not or cannot be satisfied, then Buyer shall have the option of (i) completing Closing hereunder without waiving any other rights or conditions precedent to subsequent Closing, or (ii) canceling this Agreement in which case this Agreement shall become null and void. In the event such failure constitutes a failure of the condition set forth in Section 16(a)(i) or (ii), Buyer shall be entitled to treat such failure as Seller's default entitling Buyer to exercise the remedies set forth in Section 9 above.
- D. Seller hereby agrees to cooperate in good faith with Buyer's pursuit of the satisfaction of all conditions to Closing hereunder. Buyer expressly and unequivocally agrees and understands Seller is a governmental body and, therefore, cannot guarantee the satisfaction of any conditions to Closing hereunder that would require Seller to abrogate its duties regarding the safety and welfare of Seller or its citizens.
17. Survival. All of the terms, conditions, provisions, covenants and indemnities contained herein shall survive the Closing and shall not merge with any deed.
18. Recording. Buyer shall have the right to record a memorandum of this Agreement in the local land records, which memorandum shall recognize Buyer's rights under this Agreement. Seller agrees to join in any such memorandum and to otherwise cooperate with Buyer in protecting Buyer's right hereunder.
19. Notices. Any notice required to be given hereunder shall be given in writing and either (i) sent by United States registered or certified mail, with postage prepaid, return receipt requested, (ii) sent by Federal Express or another nationally recognized overnight courier, or (iii) hand delivered. All notices shall be deemed to have been given upon deposit with the United States Postal Service or overnight courier service, or upon delivery via courier or hand delivery. All notices shall be addressed to the following address or at such other address as may hereafter be substituted by notice in writing thereof.

To Seller:

City of Mt. Juliet  
ATTN: Kenny Martin, City Manager  
2425 N. Mt. Juliet Rd  
Mt. Juliet, TN 37122  
Email: [kmartin@mtjuliet-tn.gov](mailto:kmartin@mtjuliet-tn.gov)



With a copy to: L. Gino Marchetti, Jr., City Attorney  
Taylor, Pigue, Marchetti & Blair, PLLC  
2908 Poston Ave.  
Nashville, TN 37203  
E-mail: [gmarchetti@tpmblaw.com](mailto:gmarchetti@tpmblaw.com)

To Buyer: Toll Brothers  
Attn: Jordan Hartigan, Division President  
725 Cool Springs Boulevard, Suite 220  
Franklin, TN 37067  
Email: [jhartigan@tollbrothers.com](mailto:jhartigan@tollbrothers.com)

and copy to: Toll Brothers  
David Kelly, Group President  
900 Perimeter Park Drive, Suite B3  
Morrisville, NC 27560  
Email: [dakelly@tollbrothers.com](mailto:dakelly@tollbrothers.com)

Toll Brothers  
Michael Macaninch, Transactional Counsel  
12020 Sunrise Valley Drive, Suite 200  
Reston, VA 20191  
Email address: [mmacaninch@tollbrothers.com](mailto:mmacaninch@tollbrothers.com)  
[legalnotices@tollbrothers.com](mailto:legalnotices@tollbrothers.com)

20. Entire Agreement. This Agreement contains the entire agreement between Seller and Buyer and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. This Agreement may be amended only by a writing signed by both parties.
21. Assignment. This Agreement may be assigned or transferred by Buyer upon the prior written consent of Seller, said consent not to be unreasonably withheld. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to an affiliate or for financing purposes such as a land banking transaction. This Agreement shall extend to and bind the heirs, executors, administrators and assigns of the respective parties hereto.
22. Miscellaneous.
  - A. As used herein, the phrases “the date hereof” and “the date of this Agreement” shall mean the date of execution by the last party to sign this Agreement. All “Exhibits” referred to herein shall be deemed attached hereto as integral parts of this Agreement.
  - B. This Agreement may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Agreement and shall be considered a single document. Any signature delivered by a party by

electronic or facsimile transmission shall be deemed to be an original signature to this Agreement. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals.

- C. Buyer and Seller agree to cooperate with each other and to take such further actions as may be requested by the other in order to facilitate the timely purchase and sale of the Property.
  - D. If any date on which a time period scheduled to expire herein is a Saturday, Sunday or holiday, the subject date shall be extended to the next business day.
  - E. This Agreement has been drafted by counsel for both the Seller and Buyer, and accordingly, any ambiguities contained herein shall not be interpreted in favor of or against either party.
  - F. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provisions of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
23. WAIVER OF JURY TRIAL/Payment of Fees. SELLER AND BUYER EACH WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. In the event any party is required to resort to litigation to enforce its rights hereunder, the parties agree that any judgment awarded to the prevailing party shall include all litigation expenses including reasonable attorneys' fees.
24. Independent consideration. In any case in which the Deposit is provided herein to be returned to Buyer, then nevertheless One Hundred Dollars (\$100.00) thereof shall be paid to or retained by Seller and deducted from the amount due Buyer. The Seller's amount shall belong to Seller in any and all events and shall in effect constitute option money, making this Agreement binding even if any conditions or provisions herein are entirely with the discretion or control of Buyer for certain time periods.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

BUYER:

ATTEST:

TOLL BROS., INC.,  
a Pennsylvania corporation

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

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:  
Date of Execution: \_\_\_\_\_

SELLER:

ATTEST:

CITY OF MT. JULIET

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

\_\_\_\_\_  
Name:  
Title:  
Date of Execution: \_\_\_\_\_

Approved as to form:

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

**EXHIBIT A**

## **RESOLUTION   -2024**

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

**WHEREAS**, the City of Mt. Juliet Board of Commissioners desires to sell the property identified as Map 054 Parcel 08203 (Tomlinson Property) located in the City of Mt. Juliet, Wilson County, TN; and

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

**WHEREAS**, the Board of Commissioners agrees to sell the property to Toll Bros., Inc. for \$891,000.00 after Legal Review per the attached Agreement of Sale.

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

**Section 1.**     The City of Mt. Juliet Board of Commissioners approves the attached Agreement of Sale for the property located at Map 054 Parcel 08203 being approximately 29.7 acres to Toll Brothers for \$891,000.00.

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

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

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

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

**PASSED:**

---

James Maness, Mayor

---

Kenneth D. Martin, City Manager

**ATTEST:**

---

Sheila Luckett, MMC  
City Recorder

**APPROVED AS TO FORM:**

---

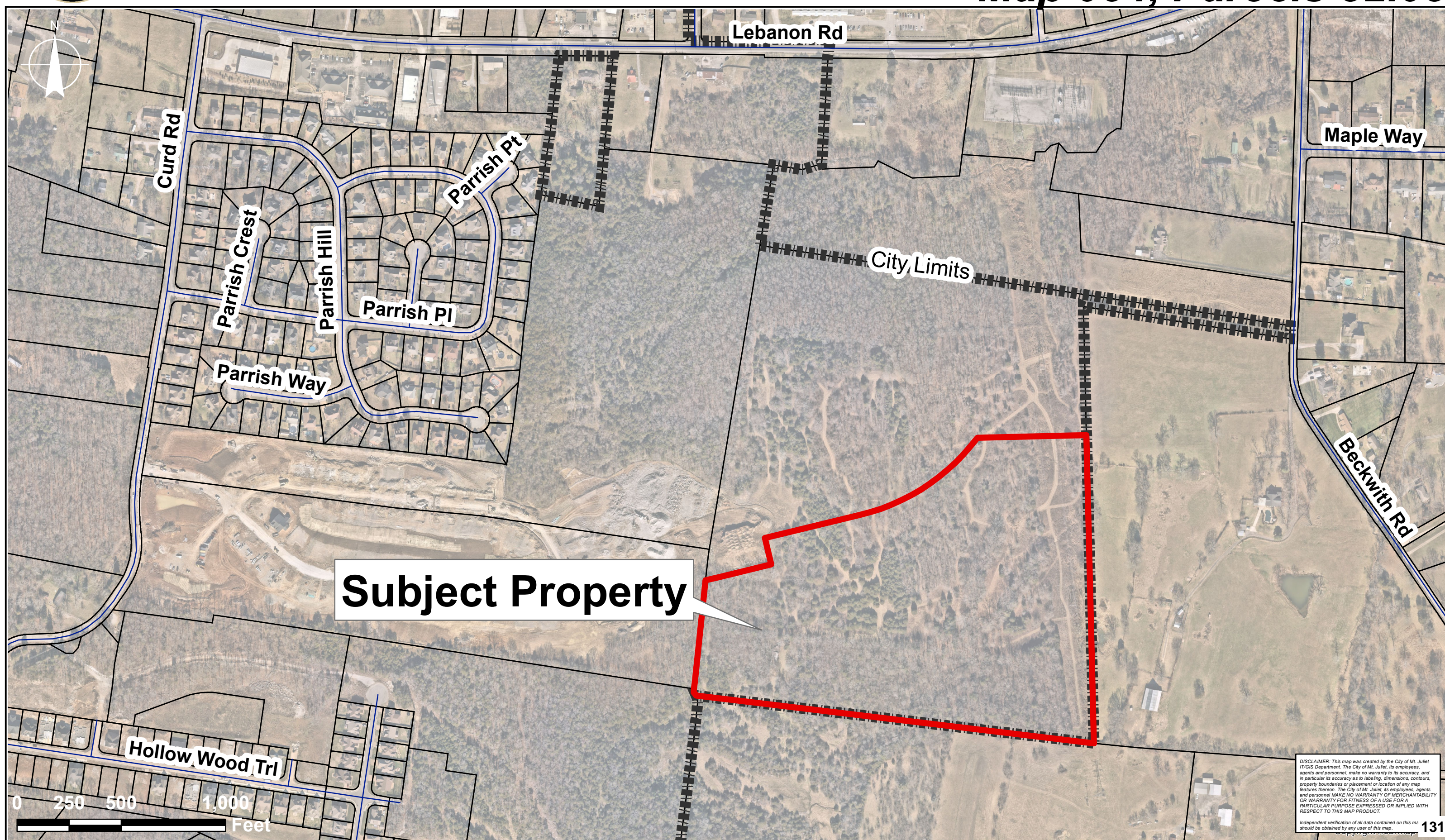
L. Gino Marchetti, Jr.  
City Attorney





# Exhibit A - Subject Property

## Tomlinson Park Property Map 054, Parcels 82.03







# Mt. Juliet, Tennessee

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

## Staff Report

---

**File #:** 0602  
14.B.

**Agenda Date:** 3/25/2024

**Agenda #:**

---

**Title:**

### INITIAL BOND RESOLUTION



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

**INITIAL BOND RESOLUTION**

WHEREAS, the City of Mt. Juliet, Tennessee (the “City”) has the power to issue and sell bonds for public works projects; and

WHEREAS, the Board of Commissioners of the City does hereby determine and declare that the welfare of the municipality and its inhabitants will be served by the issuance by the City of a bond or bonds in an amount not to exceed \$35,000,000 for (i) the acquisition, construction and equipping of buildings and facilities, including the construction of a new police station and fire station, (ii) other miscellaneous public projects including improvements, expansions, extensions, renovations with respect to its roads, streets, sidewalks, bridges and parks, (iii) payment of legal, fiscal, administrative, architectural, design and engineering costs incident to all of the foregoing, (iv) reimbursement to the appropriate fund of the City for prior expenditures for the foregoing costs, if applicable, and (v) payment of costs incident to the bonds authorized herein; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City that for the purposes aforesaid the negotiable bond or bonds of the City shall be issued in an aggregate amount not to exceed Thirty Five Million Dollars (\$35,000,000), which shall bear interest at a rate not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance. The bonds shall be general obligation improvement bonds of the City and will be payable from the unlimited ad valorem taxes levied upon all of the taxable property in the City.

BE IT FURTHER RESOLVED that the City Recorder is directed to publish this Resolution in full once in a newspaper of general circulation in the City, together with the following Notice:

**NOTICE**

The foregoing Resolution has been adopted. Unless within twenty (20) days from the date of the publication hereof, a petition signed by at least ten percent (10%) of the registered voters of the City of Mt. Juliet shall have been filed with the City Recorder protesting the issuance of the general obligation bonds, such bonds shall be issued as proposed.

PASSED AND ADOPTED this \_\_\_\_ day of March, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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